CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, APRIL 21, 2014 – 5:30 PM

The Board of Public Works met in City Hall on Monday, April 21, 2014 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Darrin Senn. Absent was Alderperson George Adrian. Also, present at the meeting were Assistant City Engineer Matt Decur and Luke Haun of Lunda Construction.

1. **Motion** by Bauer, seconded by Senn to approve the minutes of the April 7, 2014 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board considered the attached request for a Street Use Permit from Chippewa Falls Main Street for the Pure Water Days Parade on Saturday, August 9, 2014. Finance Manager Bauer noted that Main Street was forced to take over the event if it were to continue. She also noted that the city fiscally supported Main Street annually and that Pure Water Days cost between six and seven thousand dollars to host each year. Discussion continued about whether Main Street volunteers had equipment to pick up and return the fifty-plus requested barricades and stands.
   Motion by Rubenzer, seconded by Senn that:
   a) To recommend that the Main Street Organization pick up and return barricades and stands for the Pure Water Days Parade if equipment and personnel were available.
   b) The option to charge Main Street for City services for the Pure Water Days Parade event only be considered if Main Street at least broke even for the event.
   c) The City Council approve the request for a Street Use Permit for Main Street for the Pure Water Days Parade on August 9, 2014.

   All present voting aye. MOTION CARRIED.

3. The Board considered the attached request for a Street Use Permit from Chippewa Falls Main Street for the Pure Water Days Duck Splash Festival on Saturday, August 9, 2014. There was additional discussion about whether Main Street volunteers had equipment to pick up and return the twenty requested barricades and stands.
   Motion by Rubenzer, seconded by Senn that:
   a) To recommend that the Main Street Organization pick up and return barricades and stands for the Pure Water Days Duck Splash Festival if equipment and personnel were available.
   b) The option to charge Main Street for City services for the Pure Water Days Duck Splash Festival event only be considered if Main Street at least broke even for the event.
   c) The Common Council approve the request for a Street Use Permit for Main Street for the Pure Water Days Duck Splash Festival on August 9, 2014.

   All present voting aye. MOTION CARRIED.

4. Luke Haun of Lunda Construction appeared to request an extension to the attached Street Use Permit and Access Agreement for City owned property between Technology Way and the Chippewa River. The access was originally granted for Lunda Construction to upgrade the Union Pacific Railroad Trestle crossing the Chippewa River. Director of Public Works Rubenzer and Mayor Hoffman had received a complaint about late night construction and

construction equipment noise at the site. Mr. Haun explained that all after hours work had been completed and that the project would be completed on time except WIDNR wouldn't allow the causeway rock along the river to be removed until July 1, 2014 due to environmental concerns.

Motion by Senn, seconded by Rubenzer to recommend the Common Council approve an extension to the attached Street Use Permit and Access Agreement for City owned property between Technology Way and the Chippewa River. The access was originally granted for Lunda Construction to upgrade the Union Pacific Railroad Tressel crossing the Chippewa River. The extension period is from May 31, 2014 until July 31, 2014. **All present voting aye. MOTION CARRIED.**

5. **Motion** by Senn, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:50 P.M.

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

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, APRIL 7, 2014 – 5:30 PM

The Board of Public Works met in City Hall on Monday, April 7, 2014 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson George Adrian. Absent was Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur.

1. Motion by Adrian, seconded by Bauer to approve the minutes of the March 10, 2014 Board of Public Works meeting. **All present voting aye.** MOTION CARRIED.

2. The Board discussed the attached Engineering Agreement #18 with Ayres Associates Inc. for groundwater monitoring at Nelson Road Landfill. Director of Public Works Rubenzer noted that the program cost had once been around $13,000 annually but had been reduced due to a reduction in the number of wells to sample and report. Mayor Hoffman asked if the program had to continue indefinitely. Rubenzer will get an opinion from Ayres. He also noted that in general, Volatile Organic Compound levels continued in a downward trend and that only a couple valves higher than the enforcement standard were observed in the 2013 reporting.
   Motion by Rubenzer, seconded by Adrian to recommend the Common Council approve the attached Engineering Agreement #18 with Ayres Associates Inc. for groundwater monitoring at Nelson Road Landfill, in an amount not to exceed $8,600. **All present voting aye.** MOTION CARRIED.

3. DPW Rubenzer presented the attached final pay request from Haas Sons Inc. for work completed on Columbia Street in 2013. He noted that project lien waivers had been executed and received and the final payment could now be released.
   Motion by Rubenzer, seconded by Adrian that the Common Council approve the final payment for the 2013 project on Columbia Street from Willow St. to High St. and be released to Haas Sons Inc. in the amount of $33,235.16. **All present voting aye.** MOTION CARRIED.

4. DPW Rubenzer presented the attached final pay request from Haas Sons Inc. for work completed on Badger Street in 2013. He noted that project lien waivers had been executed and received and the final payment could now be released.
   Motion by Hoffman, seconded by Adrian that the Common Council approve the final payment for the 2013 project on Badger Street from Grand Ave. to Warren St. and be released to Haas Sons Inc. in the amount of $11,754.31. **All present voting aye.** MOTION CARRIED.

5. The Board considered and discussed the attached bid summary for the 2014 Main Street, (Wisconsin St. to Greenville St.), project. Two competitive bids were received with the lowest bid of $392,922.51 from Haas Sons Inc. This bid was $18,745 below the most recent engineers estimate.
   Motion by Rubenzer, seconded by Adrian to recommend the Common Council accept the low bid of $392,922.51 and award the Main Street, (Wisconsin St. to Greenville St.), reconstruction project to Haas Sons, Inc. of Thorp, Wisconsin. Such award is contingent on review and approval of City Attorney Ferg. **All present voting aye.** MOTION CARRIED.

6. The Board considered and discussed the attached bid summary for the 2014 Rural Street, (Bluff St. to Central St.), project. Two competitive bids were received with the lowest bid of $570,033.96 from Haas Sons Inc. This bid was $88,522 below the most recent engineers estimate.
   Motion by Adrian, seconded by Bauer to recommend the Common Council accept the low bid of $570,033.96 and award the Rural Street, (Bluff St. to Central St.), reconstruction project to Haas Sons, Inc. of Thorp, Wisconsin. Such award is contingent upon review and approval of City Attorney Ferg. **All present voting aye. MOTION CARRIED.**

7. The Board reviewed the attached Resolution #1998-33 and a corresponding amended easement for the vacation of Grand Avenue. Gordy's County Market has requested to reconstruct their parking lot as shown on the attached map. Attorney Ferg has opined that if all conditions of the resolution and the pedestrian easement remain in place, the reconstruction could be done without a resolution amendment or completely new resolution. **No action was taken.**

8. **Motion** by Adrian, seconded by Hoffman to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:08 P.M.

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

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

Applicant Name and Address:	Applicant Phone Number:
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729	715-723-66661

☑ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Main Street, Inc. (same info. as above)

Name of the event:	Estimated number of persons participating:
Pure Water Days Parade	8000+

Date and start and end times requested for street use:

Saturday, August 9th, 204 1:00pm

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):

Bridge St. at Elm to E. Spring St. (including the Market Lot)

Use, described in detail, for which the street use permit is requested:

Pure Water Days Parade - floats, walking and animal units

City services requested for the event (e.g., Street Department or Police Department staff time)

We will need barricades (see attached map) as well as approximately 5 police officers to help with Crowd Control.

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.

Signature of Applicant — Date: 3/28/14

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):

5 officers - 2hrs each = 10 hours total x $40 per hour = $400

2 staff - 8-10 hrs each = 20 hours total x $34 per hour = $680/$1080

Requirements of Applicant:

Approved by:

Signature of Chief of Police

Richard J. Rudy PE 4/21/2014

Signature of Director of Public Works

Recommendation of Board of Public Works (if required): ☐ Approved ☐ Denied

Decision of City Council (required): ☐ Approved ☐ Denied

Barricades
PUBLIC PARKING
1 hour parking limit on Bridge Street
2 hour parking limit on side streets
2 hour parking limit in city lots, unless otherwise posted
LEINENKUGEL BREWERY
Rutledge Building
5
4
6
ELM STREET
CEDAR ST
COURT HOUSE
SPRUCE STREET
BIRCH STREET
WILLOW STREET
COLUMBIA STREET
GRAND AVENUE
POST OFFICE
CITY HALL
ISLAND STREET
CENTRAL STREET
SPRING STREET
RIVER STREET
PINE STREET
BRIDGE STREET
HIGH STREET
PRARIE ST
RUSHMAN DRIVE
VISITOR CENTER
HWY 124
HWY 178
HWY 29
ONE WAY
N
Main Street Boundary
Downtown gift certificates are redeemable at businesses within the Main Street Boundary

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

Applicant Name and Address:	Applicant Phone Number:
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729	715-723-4661

☑ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Main Street, Inc. (same as above)
Name of the event: Pure Water Days Duck Splash Festival	Estimated number of persons participating: 3000

Date and start and end times requested for street use:

August 9th, 2014

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):

Northeast corner parking lot at River & Bridge Streets intersection (see map)

Use, described in detail, for which the street use permit is requested:

Artists will be doing chainsaw carvings in this lot.

City services requested for the event (e.g., Street Department or Police Department staff time)

We will need about 20 barricades.

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.

Signature of Applicant — Date: 3/28/14

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):

No officers needed.

2 staff 2 hours each total of 4hrs ≅ about $100

Requirements of Applicant:

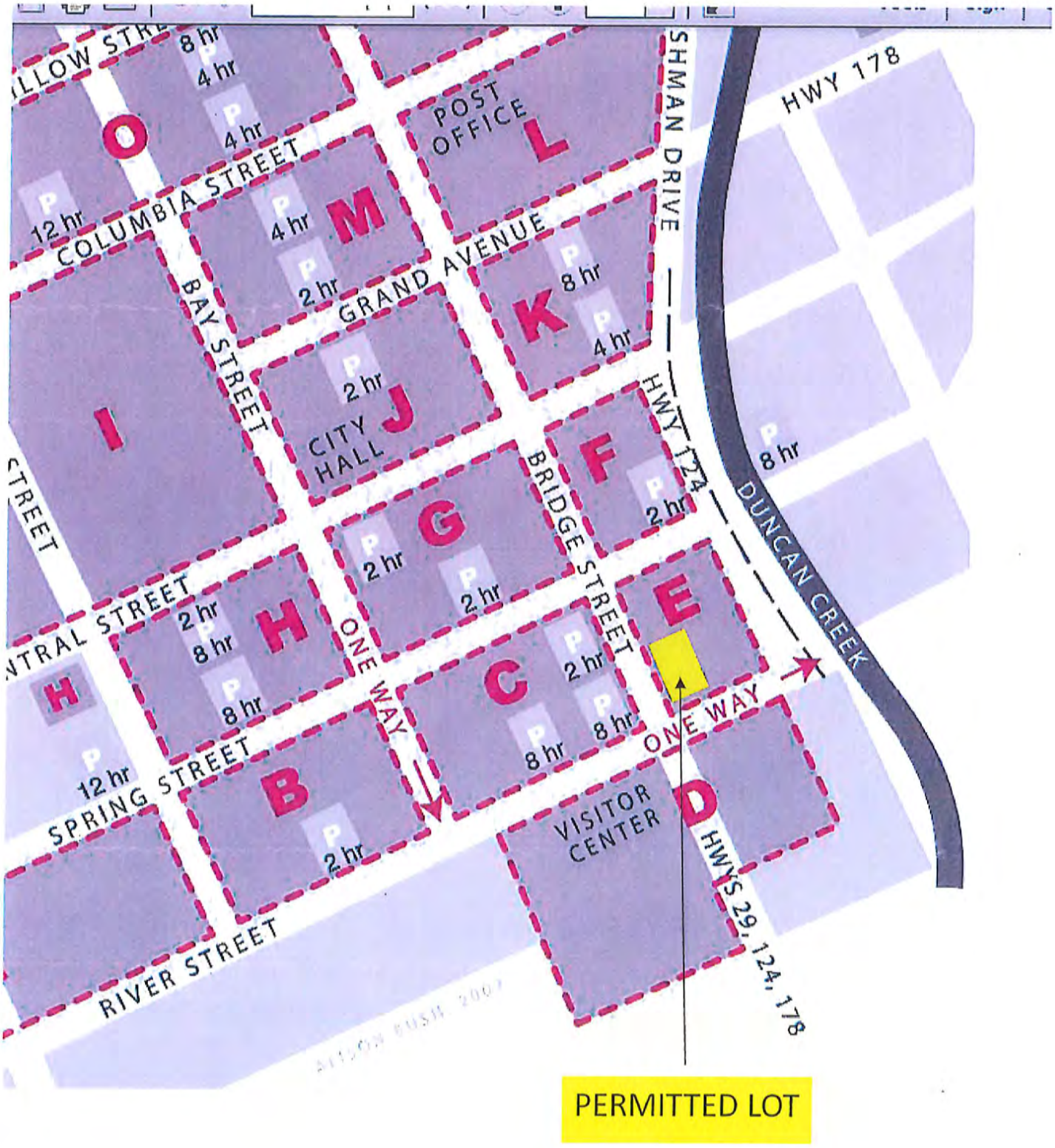
Approved by:

Signature of Chief of Police

Signature of Director of Public Works — PE 4/11/2014

Recommendation of Board of Public Works (if required): ☐ Approved ☐ Denied

Decision of City Council (required): ☐ Approved ☐ Denied



PERMITTED LOT

FIRST AMENDMENT OF THE ACCESS AGREEMENT BETWEEN THE CITY OF CHIPPEWA FALLS, WISCONSIN AND LUNDA CONSTRUCTION COMPANY

This Amendment to the Access Agreement (Agreement) is entered into as of the _____day of May, 2014 between the City of Chippewa Falls, Wisconsin, having an address at 30 W. Central Street, Chippewa Falls, WI 54729, and Lunda Construction Company, having an address at 620 Gebhardt Road, Black River Falls, WI 54615.

WHEREAS, The City of Chippewa Falls, Wisconsin ("Grantor") and Lunda Construction Company ("Grantee") executed an Access Agreement to allow Grantee access to certain premises (the "Premises") located at the junction of the Union Pacific ("UP") Rail line and the intersection of Jeffers Street and Technology Way, being a strip of right-of-way running Northerly from the intersection of Jeffers Street and Technology Way to the shore, East of the UP Rail line and approximately 80' wide for the Grantee's Permitted Activities; and

WHEREAS, The Access Agreement requires that Grantee to fully restore the Premises in accordance with the Access Agreement no later than May 31, 2014; and

WHEREAS, The Grantee cannot complete the restoration by May 31, 2014 due to delays in the project;

NOW THEREFORE the Parties mutually agree to amend the Access Agreement as follows:

1. That the requirements that the Premises be fully restored by May 31, 2014 be extended so that full restoration will be complete no later than July 31, 2014.

IN WITNESS WHEREOF, The Parties agree that this documents amends in writing the Access Agreement previously executed by the Parties and the Parties have executed this Amendment as of the day and year written above.

GRANTOR:

THE CITY OF CHIPPEWA FALLS, WISCONSIN

By:_____
Name:
Title:

GRANTEE:

LUNDA CONSTRUCTION COMPANY

By:_____
Name:
Title:

ACCESS AGREEMENT

This Access Agreement (the "Agreement") is entered into as of the 9TH day of August, 2013 by and between the City of Chippewa Falls, Wisconsin ("Grantor"), having an address at 30 W. Central Street, Chippewa Falls, WI 54729, and Lunda Construction Company("Grantee"), having an address at 620 Gebhardt Road, Black River Falls, WI 54615.

WITNESSETH:

WHEREAS, Grantor is the owner of certain premises (the "Premises") located at the junction of the Union Pacific ("UP") Rail line and the intersection of Jeffers Street and Technology Way, being a strip of right-of-way running Northerly from the intersection of Jeffers Street and Technology Way to the shore, East of the UP Rail line and approximately 80' wide (see Addendum 1); and

WHEREAS, Grantee desires to access certain portions of the Premises to facilitate the staging of materials and maintenance work of the UP Rail bridge (collectively, the "Permitted Activities").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. During the period commencing on the date of this Agreement and ending on May 31, 2014 (the "Access Period"), Grantee and Grantee's employees (collectively, "Grantee's Representatives") shall have the right to enter upon the Premises stating the intended activity at the Premises to be the staging of materials and equipment and for access to the Grantee's work in refurbishing the UP Rail bridge crossing the Chippewa River. All Permitted Activities shall be conducted in accordance with (i) all applicable federal, state, county and local laws, rules, regulations and ordinances (collectively, "Laws and Regulations"), (ii) Grantor's health, safety and security requirements, and (iii) the terms of this Agreement. Grantor shall have the right to terminate this Agreement at any time on written notice to Grantee. Grantee shall use and cause Grantee's Representatives to use reasonable efforts to avoid disruption of Grantor's activities including disruption of the access or activities of Grantor's agents at the Premises. Nothing contained herein shall be deemed or construed to in any way prohibit, limit, restrict or interfere with the absolute right of Grantor to use and occupy the Premises, and Grantor hereby retains, reserves and shall continue to enjoy all rights of ownership and use in and to the Premises.

2. Grantee shall keep the Premises at all times free and clear of any and all liens arising out of the Permitted Activities and, if any are filed, Grantee shall cause same to be discharged within ten (10) days after receiving notice of same.

3. Grantee shall be liable for and shall indemnify, defend and hold harmless Grantor and its general and limited partners and affiliates, and its and their respective officers, directors, employees and agents (collectively, the "Grantor Parties"), from and against any and all liabilities and damages and claims for damages, suits, proceedings, recoveries, judgments, executions, loss of insurance proceeds, losses, costs, penalties, fines, consequences and expenses (including, but not limited to, litigation costs and expenses and reasonable attorneys' fees, as well as such costs, expenses and fees as may be incurred by any of the Grantor Parties in establishing and enforcing its right to indemnification hereunder) which may be made, had, brought or recovered against the Grantor Parties or any of them by third parties or Grantee or Grantee's Representatives, arising from or related to any activities of Grantee or Grantee's Representatives at the Premises including but not limited to (i) any non-compliance with, or violations of,

Laws and Regulations by Grantee or Grantee's Representatives, (ii) personal injuries or death, or damages to or loss of real, tangible or intangible property of any kind whatsoever, and environmental claims, suffered by Grantee, any of Grantee's Representatives or any Grantor Parties and/or the person or property of any other person or entity and caused by the negligent acts or omissions, or the willful misconduct, of Grantee or Grantee's Representatives, (iii) the introduction by Grantee or Grantee's Representatives of hazardous substances on, above or below the Premises or the aggravation of existing contamination to the extent caused in whole or in part by Grantee or Grantee's Representatives, or (iv) direct or indirect damages due to the breach of this Agreement (the liabilities, damages, claims, suits, proceedings, recoveries, judgments, executions, losses, costs, penalties, fines, consequences and expenses referred to in this paragraph are hereafter collectively referred to as the "Claims"). Grantee hereby releases and forever discharges the Grantor Parties from, and agrees that Grantee shall waive and not assert any claim of any nature whatsoever against the Grantor Parties or any of them, including, but not limited to, any and all (a) claims for injuries of any kind suffered by Grantee and (b) Claims, except for any such claims or Claims caused by the willful misconduct of the Grantor Parties. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Prior to the exercise by Grantee of its right of entry under this Agreement, Grantee shall furnish to Grantor evidence satisfactory to Grantor that Grantee maintains a policy of commercial general liability insurance with an insurer authorized to do business in the State of Wisconsin rated A+ in Best's Key Rating Guide (or equivalent), or otherwise approved in writing by Grantor, against claims for bodily injury, death and property damage in a single limit amount of not less than $2,000,000.00 with respect to all claims for bodily injury or death and $1,000,000.00 with respect to all claims for property damage, . In addition, Grantee shall provide evidence of Workers' Compensation/Employers Liability insurance with a minimum limit of $500,000.00 per accident; and Automobile Liability insurance with a combined single limit of $1,000,000.00. All policies of insurance required to be maintained by Grantee pursuant hereto shall (i) name Grantor as an additional insured (except for the policy of Workers' Compensation insurance), (ii) be specifically endorsed to provide a waiver of subrogation in favor of Grantor, and (iii) provide that Grantor shall be given 10 days' prior written notice of the suspension, cancellation, termination, modification, non-renewal or lapse of such policy or a material change in coverage thereunder.

4. Grantee shall promptly restore the Licensed Premises to the condition it was in immediately prior to performing any Permitted Activities and shall promptly repair any damage to the Premises caused by Grantee, or Grantee's Representatives. In the event that environmental conditions prohibit a full restoration at the completion of the Permitted Activities, full restoration will be completed no later than May 31, 2014. The Grantor may survey or cause the Grantee to survey the Premises immediately prior to performing any Permitted Activities and immediately after the conclusion of the Permitted Activities to ensure the restoration is done in compliance with this paragraph. The Grantor shall, at its full discretion, have the authority to determine whether the restoration work has been done to the satisfaction of this paragraph and may direct Grantee to perform additional work to restore the Licensed Premises to the condition it was in immediately prior to performing any Permitted Activities. The Grantor shall in no way use this discretion to direct restoration work to be performed which would constitute an improvement on the Premises above and beyond the condition it was in immediately prior to the performance of Permitted Activities. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement. Any inspection or other services provided by the Grantor to ensure Grantee's compliance with this paragraph will be at Grantee's expense, and Grantor may issue to Grantee invoices for the reasonable cost of inspections or other services to ensure compliance. Grantee shall obtain and Provide a Bond to Grantee to cover the obligations of this paragraph.

5. Any notice given by a party to the other party hereto shall be in writing and given by nationally recognized overnight courier, U.S. certified mail (return receipt requested) or personal delivery, at the address for such other party listed herein, and shall be deemed given when received by the other party.

6. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Wisconsin without giving effect to its conflict of law provisions.

7. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other writing or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose. This Agreement may not be changed or modified, nor any provision hereof waived, except in writing by the party to be charged thereby.

8. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and such invalid, void or unenforceable provision shall be replaced by the parties hereby with a valid and enforceable provision which most closely reflects the intent of such parties.

9. In the event that any action or proceeding is commenced to obtain a declaration of rights hereunder or to enforce any provision hereof, whether legal or equitable, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees in addition to all other relief to which it may be entitled therein.

10. The failure of Grantor to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver by Grantor of its rights to enforce this Agreement in the event of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. The person executing this Agreement on behalf of Grantee been duly authorized to do so by Grantee.

12. This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

13. This Agreement shall not be binding and enforceable until a fully executed copy is delivered to each party.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:

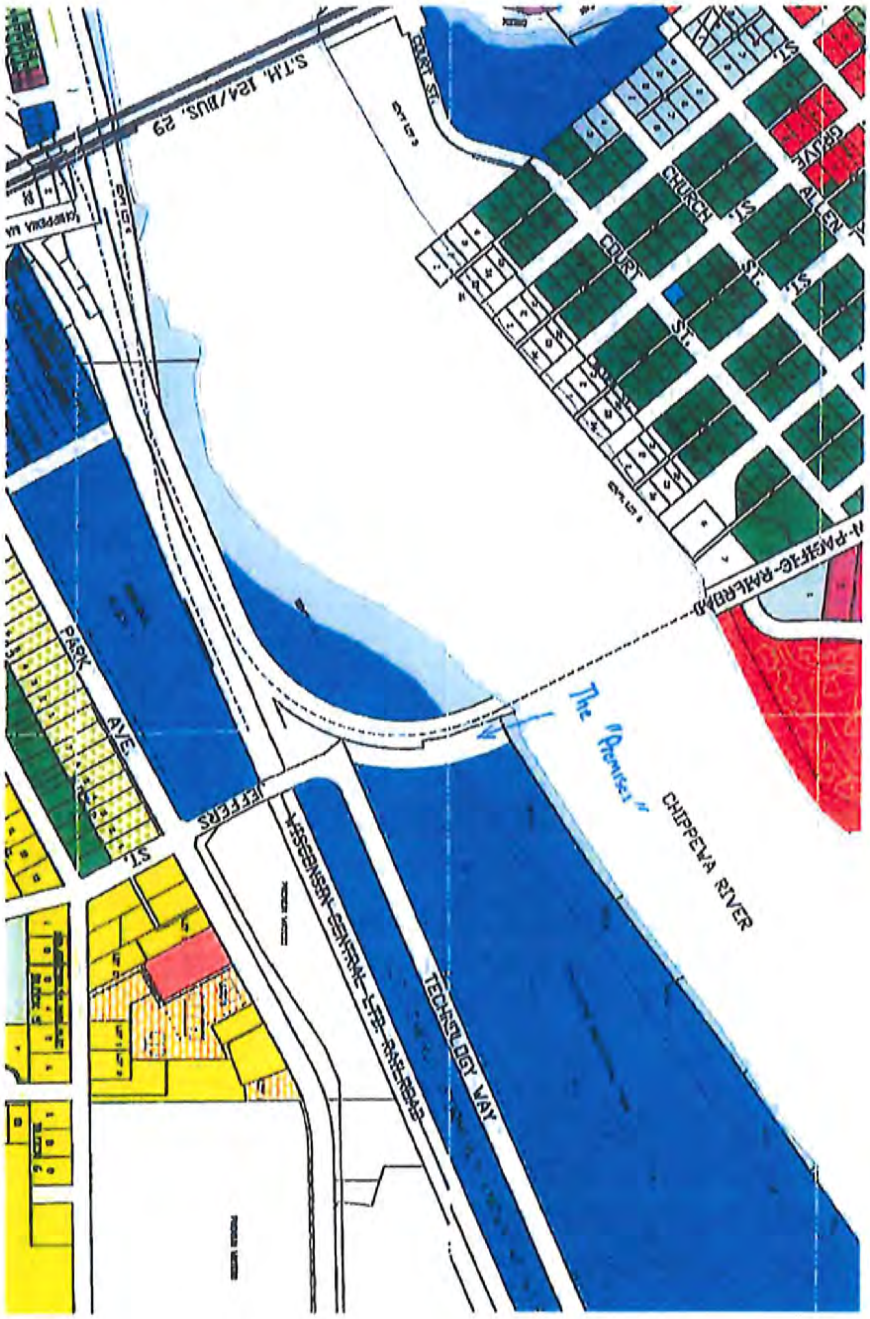
THE CITY OF CHIPPEWA FALLS, WISCONSIN

By: _____
Name: Gregory Hoffman
Title: mayor

GRANTEE:

LUNDA CONSTRUCTION COMPANY

By: _____
Name:
Title: V.P. Contracts


S.T.H. 124/BUS. 29
CHURCH ST.
COURT ST.
ALLEN ST.
PARK AVE
JEFFERS ST.
The "Premises"
CHIPPEWA RIVER
TECHNOLOGY WAY

ADDENDUM 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Alliant Insurance Services, Inc. 333 South Hope Street, Suite 3750 Los Angeles CA 90071	PHONE (A/C, No, Ext): 213-443-2440	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
INSURED	INSURER B : American Zurich Insurance Company	40142
Lunda Construction Company 620 Gebhardt Road P.O. Box 669 Black River Falls WI 54615	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1418346751 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GLO654236302	5/31/2013	5/31/2014	EACH OCCURRENCE	$2,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			BAP654236202	5/31/2013	5/31/2014	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC654236504 (EXCEPT WI)	5/31/2013	5/31/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [N]	N/A		WC0980600403 (WI)	5/31/2013	5/31/2014	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Chippewa Falls is included as Additional Insured as respects Liability arising out of operations (work) performed by the Named Insured. Waiver of Subrogation applies as required by contract. Thirty (30) Days Notice of Cancellation / Non-Renewal -- Ten (10) Days Notice For Non-Payment of Premium.

CERTIFICATE HOLDER

City of Chippewa Falls
30 West Central St.
Chippewa Falls WI 54729

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary S Graham

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POLICY NUMBER: GLO654236302 **COMMERCIAL GENERAL LIABILITY**
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OF LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© ISO Properties, Inc.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO654236302	5/31/13	5/31/14	5/31/13			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Tutor Perini Corporation and related entities

Address (Including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – **Coverage A – Bodily Injury And Property Damage Liability** and Section I – **Coverage B – Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of Paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:
   a. That is not provided to you in this policy; or
   b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
   a. The Limits of Insurance provided to you in this policy; or
   b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

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E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

   This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work for this project as there may be an additional premium for this endorsement. This premium must be in accordance with the manual rules of the Workers' Compensation Insurance Rating Bureau.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 5/31/13 Policy No. WC654236504 Endorsement No.

Insured: Tutor Perini Corporation and related entities Premium:

Insurance Company: American Zurich Insurance Company

Bond No. 105931149
Lunda Job Number 9323

SITE RESTORATION BOND

Lunda Construction Company, as Principal, and **Travelers Casualty and Surety Company of America** of Hartford, CT, as Surety, are held and firmly bound unto City of Chippewa Falls, WI, as Obligee, in the penal sum of Three Thousand Dollars and 00/100 ($3,000.00) the payment of which we bind ourselves, our heirs, executors and assigns firmly by these presents.

The nature of this obligation is such that the Principal has been issued a Permit from the Obligee located at Union Pacific Railroad over the Chippewa River, Chippewa Falls, WI and intends on making changes, additions and alterations to the leased premises.

Now therefore, if upon termination of the Permit, the Principal removes all additions and equipment belonging to the Principal and restores the premises to the original condition, then this obligation to be void, otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the Permit, the Bond is subject to the following express conditions:

1. This Bond shall be effective August 7, 2013, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than thirty (30) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.

2. Upon the effective date of cancellation or nonrenewal the Surety's liability under this Bond shall cease for any act of default by the Principal, regardless of when the default occurred.

3. Regardless of the number of years this bond is in force, the liability of the Surety shall not be cumulative and shall in no event exceed the amount set forth above or as amended by rider.

4. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety. Any demand or request for payment must be made prior to the effective date of cancellation or nonrenewal.

5. This Bond shall be void unless signed and acknowledged by the Obligee below.

LUNDA CONSTRUCTION COMPANY INCORPORATED SEAL WISCONSIN

SIGNED, SEALED AND DATED this 9th day of August, 2013.

Principal
Lunda Construction Company

By: Larry Lunda 8/9/2013
Larry Lunda, President

Travelers Casualty and Surety Company of America

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

By: Jean M. Feeney
Jean M. Feeney Attorney-In-Fact

Signed and acknowledged as to the Obligee, this ___ day of _____, _____.

_____
By:

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226979 **Certificate No.** 005581011

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael J. Cusack, John J. Gambino, Nicole Roy, Natalie Coneys, Donald H. McCarter, Sandra C. Lopes, Jean M. Feeney, and Nicholas Labbe

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of July, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 31st day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Lucas Haun

From: Kevin Holcomb
Sent: Thursday, August 08, 2013 3:44 PM
To: Sandra C. Lopes
Cc: Lucas Haun
Subject: FW: Bond Request
Attachments: SureFormDocStructure.pdf

Sandra:
The City of Chippewa Falls has approved the use of the proposed Restoration Bond form. Please proceed with that form (if you haven't already started on it).
Thanks for your help on this request and please contact me with any questions.

Kevin Holcomb
Lunda Construction Company
620 Gebhardt Road, PO Box 669
Black River Falls, WI 54615
Phone 715-284-9491 x232
Fax 715-284-9146

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Spruce up the looks to your e-mails with HTML. Go to Microsoft Office, select Tools, Options, Mail Format, Message Format, and select HTML from the drop down box.
Add a signature to your e-mails similar to mine. Go to Microsoft Office, select Tools, Options, Mail Format, Signatures, and click on Signatures to add your own signature to your e-mail.

From: Matthew Decur [mailto:mdecur@chippewafalls-wi.gov]
Sent: Thursday, August 08, 2013 3:13 PM
To: Lucas Haun
Cc: Kevin Holcomb
Subject: RE: Bond Request

The City Attorney reviewed and approved the attached form. Please proceed.
Matt

Matthew J Decur, PE
Assistant City Engineer | City of Chippewa Falls
(715) 726-2738

From: Lucas Haun [mailto:lhaun@lundaconstruction.com]
Sent: Thursday, August 08, 2013 8:57 AM
To: Matthew Decur
Cc: Kevin Holcomb
Subject: FW: Bond Request
Importance: High

Matt-

Would the attached bond form work for you?

Luke Haun
Lunda Construction Company

Alliant Insurance Services, Inc.
131 Oliver Street, 4th Floor
Boston, MA 02110
Phone: 617-535-7259 Mobile: 617-378-2050
Fax: 617-535-7204
slopes@alliant.com

From: Kevin Holcomb [mailto:kholcomb@lundaconstruction.com]
Sent: Wednesday, August 07, 2013 4:55 PM
To: Sandra C. Lopes
Cc: Lucas Haun
Subject: Bond Request
Importance: High

Sandra:
Could you please prepare the attached Restoration Bond and mail it to me at the address listed in my signature?
The City of Chippewa Falls, WI did not have a standard form for a Restoration Bond so they dug up a Performance Bond. I have made a few changes to it to better describe it as a Restoration Bond. Please review and feel free to make any required legal revisions to make the document legit.
Thanks for your help on this request and please contact me with any questions.

Kevin Holcomb
Lunda Construction Company
620 Gebhardt Road, PO Box 669
Black River Falls, WI 54615
Phone 715-284-9491 x232
Fax 715-284-9146

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Add a signature to your e-mails similar to mine. Go to Microsoft Office, select Tools, Options, Mail Format, Signatures, and click on Signatures to add your own signature to your e-mail.

This e-mail and all attachments to it are for the sole use of the intended recipients and may contain proprietary information and trade secrets of Alliant Insurance Services, Inc. and its subsidiaries. This e-mail may also contain information which is confidential or which is protected from disclosure by privilege. Any unauthorized use, disclosure or distribution of this e-mail and its attachments is prohibited. If you are not the intended recipient, let us know by reply e-mail and then erase and destroy all electronic or other copies of this message.

PO Box 669
Black River Falls, WI 54615
Ph: (715) 284-9491
Fax: (715) 284-9146
Cell: (715) 299-0214

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From: Kevin Holcomb
Sent: Thursday, August 08, 2013 6:35 AM
To: Lucas Haun
Cc: Sandra C. Lopes
Subject: FW: Bond Request
Importance: High

Luke:
Please verify with the City that they will accept this form.

Kevin Holcomb
Lunda Construction Company
620 Gebhardt Road, PO Box 669
Black River Falls, WI 54615
Phone 715-284-9491 x232
Fax 715-284-9146

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Spruce up the looks to your e-mails with HTML. Go to Microsoft Office, select Tools, Options, Mail Format, Message Format, and select HTML from the drop down box.
Add a signature to your e-mails similar to mine. Go to Microsoft Office, select Tools, Options, Mail Format, Signatures, and click on Signatures to add your own signature to your e-mail.

From: Sandra C. Lopes [mailto:slopes@alliant.com]
Sent: Thursday, August 08, 2013 6:32 AM
To: Kevin Holcomb
Cc: Lucas Haun
Subject: RE: Bond Request

Kevin:

Travelers has their own Restoration Bond Form that we will use for this bond. Please see attached.

Please let me know if you have any questions.

Sandra C. Lopes, CRIS
Surety Account Manager
Construction Services Group
Alliant

Lunda Construction Company

Union Pacific Railroad Bridge over Chippewa River

Chippewa Co.

Work Road Details/Amendment to 404 Permit

In order to construct the proposed structure, a temporary access road and river causeway will be necessary. Access to the proposed work area will be achieved in the area shown on the site map (attached) which will be off of Technology Way (Industrial Blvd). The existing ground surface in the staging area will be utilized in its current state. If ground conditions deteriorate, base material may need to be placed in the staging area to stabilize the ground surface.

As the work road continues to the north from the staging area, it crosses an open area that is considered a wetland per the DNR Surfacewater Viewer Website. In this area, fabric will be placed on the existing ground surface and covered with approximately 2 feet of select crushed material. There may need to be a few trees that may need to be cleared to provide equipment access into area. A typical cross section for the work road in this area is attached.

In the other portions of the work road north of the staging area, the proposed method of construction will be as follows:

1) Clear and Grub Trees approximately 50' wide.
2) Strip Topsoil and place in berm alongside work road. Topsoil berm will have temporary seed placed due to length of project.
3) A 12" thick layer of select crushed material will be placed to provide an driving surface for the equipment access.

There will be tree clearing required on both sides of the approach spans to provide a working area near the river as well as to complete the required contact work. An additional area in the staging area along the railroad tracks will also be required in order to pick material off of train cars sitting on the rail with a crane located in the staging area.

After the work road has been installed to the river, the cross section of the work road will transition to the Causeway Cross Section detail provided. The fill areas will have DOT Heavy Riprap placed and then capped with 8 – 12" of select crushed material for a driving surface. The causeway will be constructed to an elevation of 843 +/-. The layout of the causeway is provided as an attachment. A dockwall will be constructed in the approximate area shown to provide barge mounted cranes access to the remaining work area.

The purpose for the causeway on the section of the river shown is due to the shallow water depths (3-4 feet) that were checked onsite approximately 50' upstream from the existing pier noses. Due to the size of the equipment needed to complete this project, the barges would not be able to float in this area.

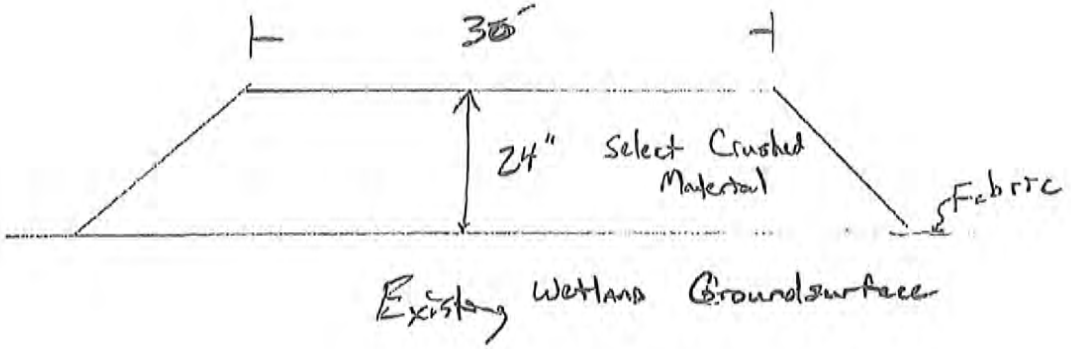
After the construction of the bridge and existing pier substructure removals have been completed, the causeway and dockwall will be removed. During the removal of the causeway, turbidity barrier will be placed down river to attempt to capture sediment that would become suspended during the causeway removal. This work will be completed in stages to prevent an excessive length of turbidity barrier to be left exposed to the river current. When the turbidity barrier needs to be relocated to continue the removal operations, the removal operations will stop, the turbidity barrier will be relocated and then the causeway removal operations will commence again. This process will be repeated until the causeway has been removed.

After the causeway has been removed, all of the existing selected crushed material (and fabric in the wetland area) will be removed. The areas where the topsoil was stripped will have the topsoil spread back out over the disturbed ground surface and seeded. The areas near the river will have emat placed as a cover. The other areas will have mulched placed as necessary. The DNR will be invited onsite to review these operations and to provide direction/input as needed during this work.

Work would commence once the permits have been procured on the access road/causeway. The initial schedule shows that the work road removal would start towards the end of December, 2013.

Chippewa Falls UPRR	Wetland Area	7/9/13

Work Road Cross Section

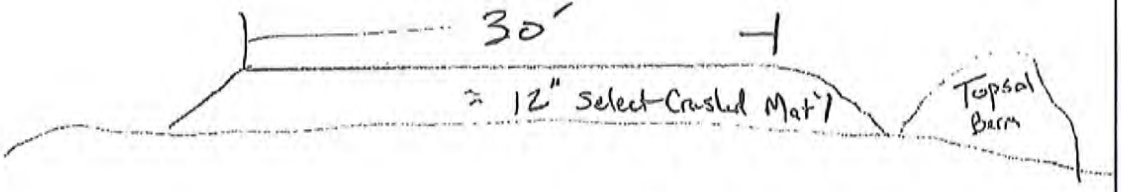


7/9/13

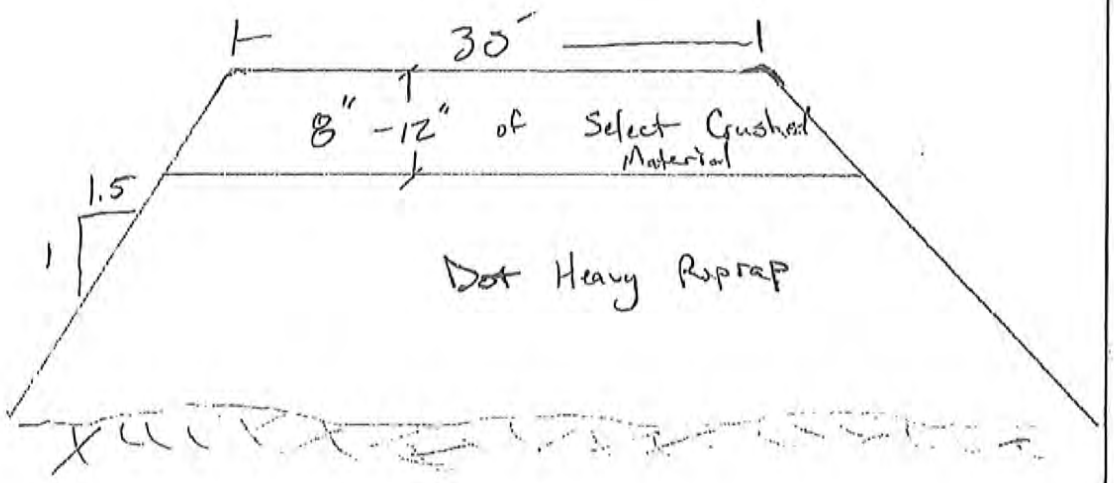
Access Road

Typical Cross Section

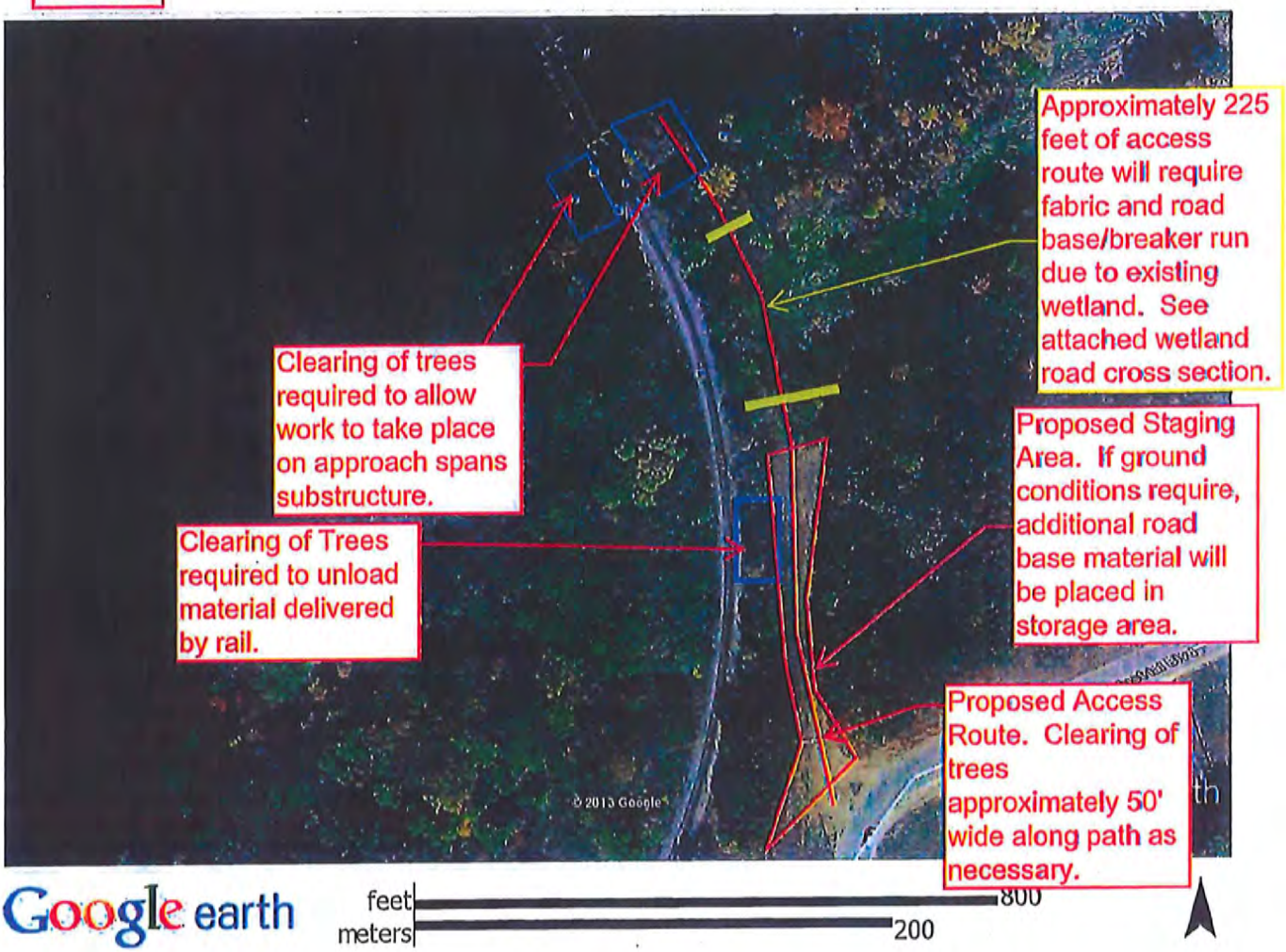
(Non-wetland Areas)

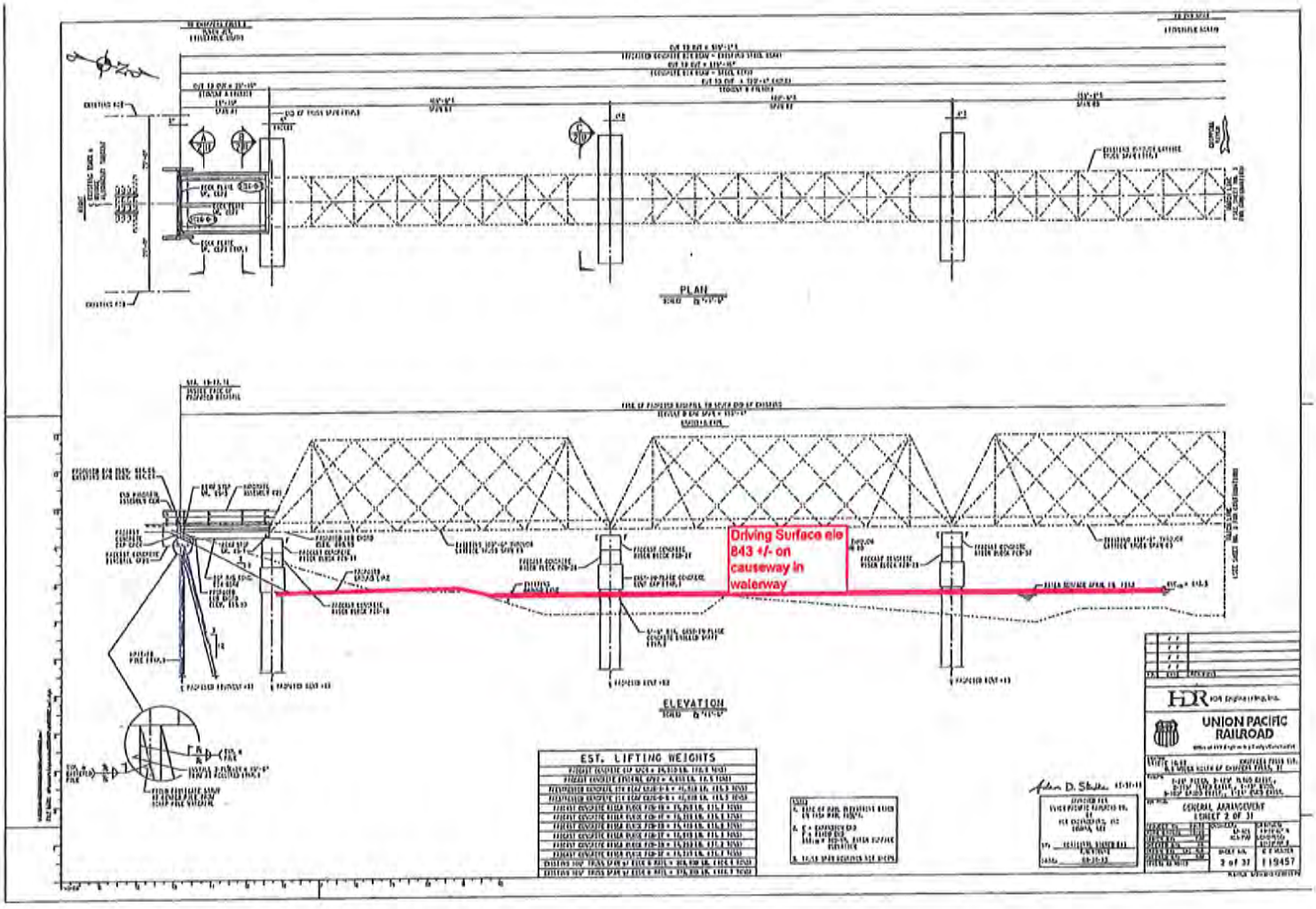


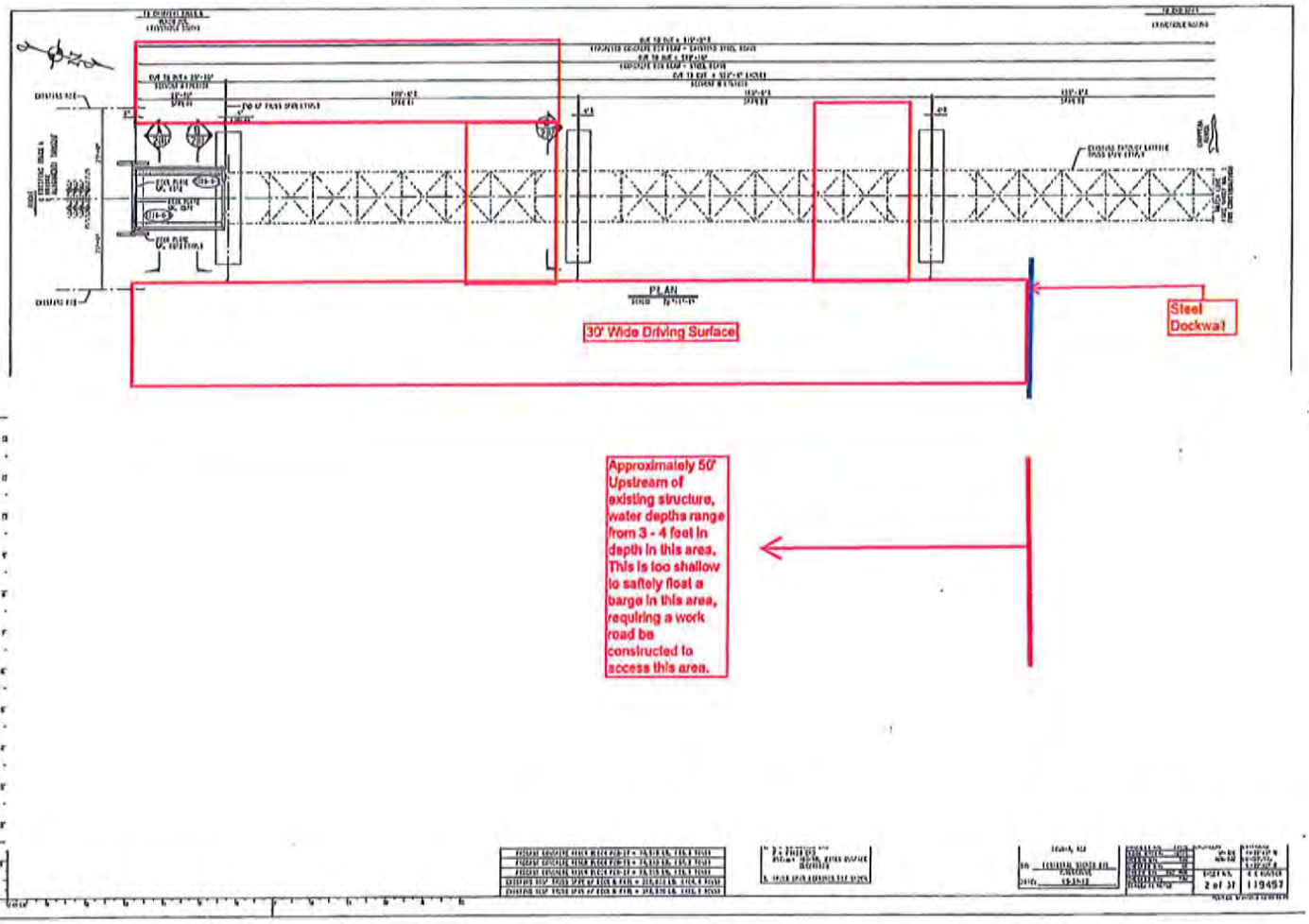
Chippewa Falls UPRR Causeway Cross Section 7/9/13



Site Plan


Approximately 225 feet of access route will require fabric and road base/breaker run due to existing wetland. See attached wetland road cross section.
Clearing of trees required to allow work to take place on approach spans substructure.
Proposed Staging Area. If ground conditions require, additional road base material will be placed in storage area.
Clearing of Trees required to unload material delivered by rail.
Proposed Access Route. Clearing of trees approximately 50' wide along path as necessary.
© 2013 Google
Google earth
feet
meters
800
200


PLAN
ELEVATION
Driving Surface elo 843 +/- on causeway in waterway
EST. LIFTING WEIGHTS
UNION PACIFIC RAILROAD
GENERAL ARRANGEMENT
SHEET 2 OF 31
2 of 31
119457


PLAN
30' Wide Driving Surface
Steel Dockwall
Approximately 50' Upstream of existing structure, water depths range from 3 - 4 feet in depth in this area. This is too shallow to safely float a barge in this area, requiring a work road be constructed to access this area.

Map Created on Jul 09, 2013

0 210 420 630 ft.

Legend

Major Highways
- Interstate
- State Highway
- U.S. Highways
- County Roads
- Local Roads
- 24K County Boundaries

Civil Towns
- Civil Town

DNR Wetland Points
- Excavated Pond
- Dammed Pond
- Wetland Too Small to Delineate
- Filled Excavated Pond
- Filled Dammed Pond
- Filled Wetland Too Small to Delineate
- Filled or Drained Wetland

DNR Wetland Areas
- Upland
- Wetland
- Filled or Drained Wetland
- 24K Open Water

24K Rivers and Shorelines
- Intermittent
- Fluctuating
- Perennial

Scale: 1:2,174

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Notes: Wetland Viewer

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JULY 22, 2013 – 5:30 PM

The Board of Public Works met in City Hall on Monday, July 22, 2013 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson George Adrian and Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur, Alderperson Jane Lardahl and Luke Haun of Lunda Construction.

1. **Motion** by Adrian, seconded by Bauer to approve the minutes of the July 8, 2013 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Luke Haun of Lunda Construction appeared to request using an approximate 100' x 600' parcel of land North of Technology Way and South of the Chippewa River to facilitate an upgrade of the Union Pacific Railroad Bridge over the Chippewa River. Mr. Haun passed out examples of tipped piers, (attached), to demonstrate the need for the bridge replacement. He noted that the South shore line was shallow and not "Barge accessible". He stated a 210 ton crane would be utilized which would require a crushed gravel base course access road. He continued that the use of the parcel would be restored to the existing condition after the bridge project. He stated that he was already working with WI Dept. of Natural Resources to facilitate restoration of an existing wetland located on the parcel. Mayor Hoffman and Director of Public Works Rubenzer asked about compensation for a temporary limited easement. Mr. Haun then stated no funding had been planned for the access. He stated that the project was estimated to begin in August, 2013 and be completed by December 31, 2013. Rubenzer stated that post-construction conditions should match pre-construction conditions and that proof of insurance, ($1,000,000 umbrella), and a bond should be required. Senn suggested pre and post-construction pictures and authorizing Director of Public Works Rubenzer to do monthly progress inspections and a final walk through to ensure compliance. Also to require a contract and agreement that included all details.
   After more discussion about compensation for a temporary limited easement,
   Motion by Senn, seconded by Adrian that the Common Council allow Lunda Construction to use a City owned parcel between Technology Way, (at intersection with Jeffers Street), and the Chippewa River. The use is for access to the Union Pacific Raidroad Bridge for repair and replacement and is contingent on an agreement between Lunda Construction and the City of Chippewa Falls that includes:
   1) Assurance that post-construction conditions match pre-construction conditions and approved by Director of Public Works Rubenzer after a final walk through.
   2) Bond and insurance are submitted and approved by Lunda Construction.

   All present voting aye. MOTION CARRIED.

3. The Board discussed the request of Notre Dame Church to discontinue part of Church Street adjacent to and between Lot #1, Block #10 and Lot #4, Block #9 of the Chippewa Falls Plat. Rubenzer noted that it was presently being used as a parking lot for the church

and that in previous years the City of Chippewa Falls had paved the street and completed pot hole repairs. He stated that there was no city benefit for continuing to maintain the said section of street right-of-way. Mayor Hoffman was concerned about "selling" a City owned parking lot to Central Lutheran Church and then "giving" this to Notre Dame Church. Rubenzer noted that this was public right-of-way and would need to be discontinued and didn't believe it could be "sold".

Motion by Hoffman, seconded by Rubenzer to recommend the Common Council find it in the public interest to discontinue part of Church Street adjacent to and between Lot #1, Block #10 and Lot #4, Block #9 of the Chippewa Falls Plat and is contingent upon

1) Any notice and advertising fees be paid by Notre Dame Church.
2) Review and approval of City Attorney Ferg.

All present voting aye. MOTION CARRIED.

4. **Motion** by Adrian, seconded by Senn to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:17 P.M.

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

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