



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
October 2, 2018

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Tuesday, October 2, 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, City Planner/Transit Manager Brad Hentschel, Police Lt. Brian Micolichuk, Parks and Recreation Director Dick Hebert, Street and Utility Maintenance Manager Rick Ruf, Water Supervisor Matt Boos, Library Director Joe Niese, and City Clerk Bridget Givens.

Call to Order: 9:00 am

- 1. Discuss funding for traffic signal controls in downtown locations. Possible recommendations to the Council.**

Street and Utility Maintenance Manager Ruf noted that there is no funding available in the budget to cover the replacement of the traffic signal control at Bridge and Columbia Streets. The signal control has been ordered and it has a six-week lead time. It was suggested that funding for the signal control could come from carry-overs between the 2017 and 2018 budgets. Funding for the other units being proposed for replacement will be addressed during future budget meetings.

Motion by Kiefer/Nadreau to recommend Council approve funding for the ordered traffic signal control from either 2017 or 2018 Street Department budget carry-overs. **All present voting aye, motion carried.**

- 2. Discuss funding for Forestry account. Possible recommendations to the Council.**

Parks and Recreation Director Hebert distributed two handouts relative to future forestry work to be completed this fall and the possible sources of funding. Finance Manager/Treasurer Bauer stated that she would only recommend approval of \$20,000 in funds as it is unknown what expenses could be incurred over the remainder of the year.

Motion by Kiefer/Nadreau to recommend Council approve utilizing \$20,000 from the Parks and Recreation Department Wages Account for forestry work. **All present voting aye, motion carried.**

- 3. Review and discuss Supplemental Letter Agreement from Short Elliot Hendrickson, Inc. (SEH) regarding a limited environmental investigation on city-owned lots in Riverside Industrial Park. Possible recommendations to the Council.**

City Planner/Transit Manager Hentschel advised that a proposal was obtained to perform environmental testing on city-owned lots in Riverside Industrial Park. The funding source for the testing could be from the recent sale of property to Advanced Laser Machining.

The Committee directed Hentschel to obtain another quote for the proposed testing.

No action taken.

- 4. Discuss and consider Chippewa Riverfront Phase II Engineering agreements, amendments and compensation. Possible recommendations to the Council.**

Director of Public Works/City Engineer/Utilities Manager Rubenzer stated that Assistant City Engineer McElroy was charged with some of the responsibilities of construction management for Phase II of Riverfront Park in an attempt to reduce costs. The proposed Contract Amendment No. 1 reflects a reduction in those costs by roughly half of the original amount.

Motion by Kiefer/Nadreau to recommend Council approve Contract Amendment No. 1 between the City of Chippewa Falls and SEH. **All present voting aye, except Monarski who voted no, motion carried.**

- 5. Discuss release of second-half 2018 payment (\$2,500) to Chippewa County Economic Development Corporation. Possible recommendations to the Council.**

The City typically releases the second-half payments following the second-half tax collection reconciliations. This amount has been allocated and approved in the 2018 budget.

Motion by Monarski/Nadreau to recommend Council approve the release of the second-half 2018 payment (\$2,500) to the Chippewa County Economic Development Corporation. **All present voting aye, motion carried.**

- 6. Discuss 2019 Budget timeline and set meeting dates. Possible recommendations to the Council.**

The Committee agreed to set meeting dates on Tuesdays at 9:00 am until the budget is completed. It is anticipated that the budget hearing will be held on December 4th.

No action taken.

- 7. Discuss health insurance renewal process. Possible recommendations to the Council.**

Bauer advised that our agent is obtaining quotes from other providers in addition to the renewal with Medica. The agent is hopeful that we will have the remaining quotes by the end of the week. This item will continue to be discussed through the budget process.

No action taken.

- 8. Adjournment**

Motion by Monarski/Nadreau to adjourn at 9:39 am. **All present voting aye, motion carried.**

Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer



5100 West Brown Deer Road • Brown Deer, WI 53223
 Phone (800) 236-0112 • tapconet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q1816486
Date	9/13/2018
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Sell To Cust 659	City Of Chippewa Falls Rick Ruf 5 Riverside Drive Chippewa Falls, WI 54729 USA	Ship To Cust	City Of Chippewa Falls Rick Ruf 5 Riverside Drive Chippewa Falls, WI 54729 USA		
Customer PO #	Expires	Slsp	Terms	Freight	Ship Via
BRIDGE COLUMBIA REPLACEMENT	10/13/2018	Signal Service	Net 30 DAYS	PREPAY/ADD	TECH

Item	Description	Quantity	UM	Price	Extension
373-01416	Controller Equipment	1	EA	11,149.00	\$11,149.00
122-EL702RAW	Cabinet,EL-702 Unpainted 51"Hx30"Wx17"D	1	EA		
122-TF5012	Terminal Facility TF-5012	1	EA		
122-TF4050	Terminal Facility,TF4050 Power	1	EA		
122-TF4001A	Terminal Facility,TF4001A	1	EA		
750-00001	Connector, NEMA A KPT06B22-55S	1	EA		
129710	EPAC M62 ATC Lite with Latest SEPAC/ Latest NTCIP	1	EA		
395-MMU216LEIP	Malfunction Management Unit,MMU2-16LEip use with traffic controller	1	EA		
220-00002	Rack,Pre-Empt,CR-20X,Wired for 2 Optical Detectors	1	EA		
102-00003	Grounding Lug PRESS.CONN. SLUH35 ILSCO	3	EA		
100102001	Fan & Thermostat Kit 00100102001	1	EA		
122-CPS102	Power Supply For TS2 Cabinet CPS105	1	EA		
395-00700	BIU700 EDI	2	EA		
122-EF20325	Cord,Hand Coiled PBW05492P001	1	EA		
367-00003	Breaker 15 AMP QC1015	1	EA		
068-00006	Switch DPDT 04M4777 Manu # 7565K5	5	EA		
068-00007	Switch 3PDT 21F910 7702K1	1	EA		
068-00008	Switch, DPDT Center Off Manu # 7563K4	1	EA		
122-00021	TS2 SDLC Hookup Panel AAD14753P003	1	EA		
122-04153	BIU Cable Milwaukee Co ABW14652P060	5	EA		
373-1ST	Loadswitch Discrete Nema WisDOT Model# SSS-86-3	8	EA		
373-2ST	Flasher Discrete Nema WisDot Model# SSF-86-3	1	EA		

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$12,109.00	\$0.00	\$0.00	\$12,109.00

For terms and conditions, please visit: <http://www.tapconet.com/terms-and-conditions>



SALES QUOTE

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Number	Q1816486
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5100 West Brown Deer Road • Brown Deer, WI 53223
 Phone (800) 236-0112 • tapconet.com • Fax (800) 444-0331

Sell To Cust C59	City Of Chippewa Falls Rick Ruf 5 Riverside Drive Chippewa Falls, WI 54729 USA	Ship To Cust	City Of Chippewa Falls Rick Ruf 5 Riverside Drive Chippewa Falls, WI 54729 USA
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Customer PO #	Expires	Sfsp	Terms	Freight	Ship Via
BRIDGE COLUMBIA REPLACEMENT	10/13/2018	Signal Service	Net 30 DAYS	PREPAY/ADD	TECH

Item	Description	Quantity	UM	Price	Extension
122-PAR2018	Relay Flash Transfer PAR 2018 W21ACPX-2 / 21XBP	4	EA		
373-77772	Turn-On	1	EA	960.00	\$960.00

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$12,109.00	\$0.00	\$0.00	\$12,109.00

For terms and conditions, please visit: <http://www.tapconet.com/terms-and-conditions>

LOCATION	NUMBER OF	CONST.	
	HEADS	YEAR	
BRIDGE & COLUMBIA	12	1983	
BRIDGE & GRAND	12	1983	
BRIDGE & CENTRAL	12	1983	
BRIDGE & SPRING	12	1983	
BAY & RIVER	9	1983	
BAY & SPRING	9	1983	
BAY & CENTRAL	9	1983	
BAY & GRAND	9	1983	
RUSHMAN & GRAND	9	1983	
BRIDGE & WILLOW	12	1990	

**2018 Budget Money Available For
Tree Trimming/Tree Removal/ Stump Removal
Following Pay Period Ending 9/17/19**

<u>Acct #</u>	<u>2018 Budget</u>	
10.55320.5121	Casper Park	\$12,000.00
10.55420.5121	Petting Zoo	\$8,960.00
10.55510.5121	Parks	\$13,480.00
	Riverfront	
10.55510.5121	Welcome Center	\$2,400.00
10.55210.5121	Part-time	\$27,000.00
	Total	\$63,840.00



<u>Acct #</u>	<u>Actual</u>	<u>\$32,963.84</u>
10.55320.5121	Casper Park	\$4,315.27
10.55420.5121	Petting Zoo	\$9,281.26
10.55510.5121	Parks	\$8,440.16
	Riverfront	
10.55510.5121	Welcome Center	\$1,760.63
10.55210.5121	Part-time	\$9,166.52

Balance to Date - 10/2/18		\$244.37
<u>Job</u>		Cost
Tree Removal - River St.		\$1,967.10
Tree Removal/Trimming - Public Safety or High Priority		\$4,000.00
Stump Removal & Site Restoration - Southside (17 trees)		\$5,645.00
Stump Removal & Site Restoration - West Hill (31 trees)		\$5,645.00

Future Proposed Balance **-\$17,012.73**

<u>Future Fall Jobs</u>		Cost
Stump Removal & Site Restoration - West Hill (45 trees approx)		????
Tree Removal/Trimming - High Priority		????

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated June 5, 2018 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Limited environmental investigation, Two City Parcels (#22808-0414-6623OL09 and #22808-0414-65640021), west of Cashman Drive, Chippewa Falls, Wisconsin.

Client's Authorized Representative: Mr. Brad Hentschel

Address: 30 West Central Street
Chippewa Falls, WI 54729

Telephone: 715.726.2728 email: bhentschel@chippewafalls-wi.gov

Project Manager: Bruce K. Olson, PE

Address: 10 North Bridge Street
Chippewa Falls, WI 54729

Telephone: 715.720.6244 email: bolson@sehinc.com

Scope: The Basic Services to be provided by Consultant:

Limited Environmental Investigation

Consultant proposes to perform the following tasks as part of a limited environmental investigation.

1. Pre-investigation activities, including requesting utility clearance by contacting Digger's Hotline, a site visit to assess access issues and to identify potential test pit locations, project coordination, and analytical bottle acquisition.
2. Test pit investigation, including observation of several test pit excavations, screening soil cuttings for relative concentrations of volatile organic compounds using a photoionization detector, collection of soil sample(s) for potential laboratory analysis, and documentation of field observations. Consultant will record test pit locations using a hand held GPS device using latitude and longitude coordinates. For the purpose of this proposal, Consultant assumes up to four hours on site time by a Wisconsin certified Professional Geologist.
3. Select soil samples would be collected, if warranted by field observations, preserved as necessary, and placed in laboratory clean analytical bottles. The samples will be submitted to a Wisconsin certified analytical laboratory via standard chain-of-custody documentation. Selected analytes would be based in part on field observations.
4. Letter report preparation, including a narrative of limited environmental investigation results, test pit logs documenting field observations, analytical results (if analysis is performed), and possible recommendations.
5. Project management.

Assumptions: Consultant assumes that a backhoe and an operator will be provided by Client during performance of test pit excavations. Consultant assumes that up to four hours of field time utilizing the backhoe and operator will be required to complete the field portion of this project. Consultant assumes that routine laboratory turnaround time (up to two weeks) can be used to minimize laboratory analytical costs. Consultant assumes that excavation backfilling and site restoration will be performed by Client personnel and at Client expense. Consultant assumes access to the site by Client will be provided throughout the duration of the project.

Schedule: Upon your authorization we can complete the pre-investigation activities within one week of your authorization. Field work can be performed when Client equipment and personnel are available. A letter report documenting the results of the limited environmental investigation can be completed within three weeks of completion of field activities.

Payment: A lump sum fee of \$3,200 including expenses and equipment will be used to complete this project. This fee includes up to \$500 of laboratory analytical fees. If no laboratory analysis is required, the lump sum fee will be reduced to \$2,700.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2. Should circumstances arise that require additional effort on the part of SEH staff, we will request written authorization from the City to perform these services, and provide an estimate of any additional fees.

SEH will prepare monthly invoices for work performed during the billing period. Interest in the amount of 1% of the unpaid balance per month may be added to the unpaid balance of invoices that are not paid within 35 days of receipt.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

By: _____
Bruce K. Olson, PE
Title: Sr. Project Manager

Approved: City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729

By: _____
Brad Hentschel, Planner

Date: _____

Attest: _____
Bridget Givens, Clerk

Date: _____

Approved as to Form:

City Attorney

Date: _____

I, Lynne R. Bauer, hereby certify that sufficient funds are in the Treasury of the City of Chippewa Falls, to meet the expense of this Contract, or that provisions have been made to pay the liability that will accrue thereunder.

Lynne R. Bauer, Finance Director

Exhibit A-2
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated June 5, 2018

**Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

c:\user\rbolson\documents\bruce info\proposals\chippewa falls\cfal 146247 cashman drive exhibit a-2.docx

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section II), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Contract Amendment No.1

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 23, 2013, this Contract Amendment Request dated September 18, 2018 authorizes and describes the scope, schedule, and payment conditions for Consultant's additional work associated with the Supplemental Letter Agreement for Observation of Construction Services for the Chippewa Riverfront – Phase 2 Improvements, dated May 1, 2017.

Client's Authorized Representative: Richard Rubenzer, PE, DPW, City Engineer, Utility Manager

Address: 30 W. Central Street
Chippewa Falls, WI 54729

Telephone: 715.726.2729 **email:** rrubenzer@chippewafalls-wi.gov

Project Manager: Phil Newman

Address: 10 North Bridge Street
Chippewa Falls, WI 54729-2550

Telephone: 715.720.6257 **email:** pnewman@sehinc.com

Description: Consultant has been working with Client since May 2017 to provide Project Management and Administration, Construction Services, and Shop Drawing Review and Site Visits for the Phase 2 construction of the Chippewa Riverfront project. As a result of unexpected weather conditions, field conditions and client-requested changes, Consultant provided additional services that were not scoped in the original Supplemental Letter Agreement. The scope of the additional services and associated fees are as follows:

1. **Project Management and Administration** – Provide additional observation of construction services by Wisconsin Registered Professional Engineers and provide administrative services, over and above the original contract, including ongoing services which occurred in the fall and winter of 2017 and work anticipated during the 2018 construction season.
 - **Flooding Review and Corrections:** Coordination and design, including geotechnical, for repairs due to excessive flooding in the spring of 2017. The excessive flooding occurred prior to vegetation establishment, causing damage and requiring additional erosion control repair designs.
 - **City Requested Facility Upgrades:** Additional services included meetings, coordination, design and preparation of drawings and exhibits for the following:
 - Additional coordination and meetings were held with City and County representatives regarding WIFI and camera equipment and locations. Conduit layout drawings were prepared.
 - **Changes due to Field Conditions:**
 - Structural review of soils, footings and foundations for stage area, due to field encountered poor soils and high ground water.
 - Private Utility Company meetings and coordination regarding revisions to electrical and gas services.
 - **Ongoing Phase 1 construction coordination:** Additional coordination was required for completing the Phase 1 construction contract with Heartland Contractors Inc. The \$4,878.64 fee amount for these additional services has been deducted from the final payment to Heartland Contractors.
Estimated Cost (labor and expenses): \$14,050.
2. Since the Client will be providing RPR services, minimal services will be provided by Consultant during the construction that occurs in 2018 to provide assistance to City staff. It is estimated that approximately 1 hour of week for a Staff Engineer, 3 hours per week for a Senior Professional Engineer and 0.5 hours per week for a Senior Project Manager will be provided. **Estimated Cost (labor and expenses): \$8,100.**

Payment: The fee is hourly including expenses and equipment.

Phase 2 Construction Services Approved SLA	\$87,400
Contract Amendment No.1	\$22,150
Revised Phase 2 Construction Services Fee	\$109,550

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

CITY OF CHIPPEWA FALLS

By: _____
Mayor – Honorable Gregory Hoffman

Date: _____

Attest: _____
City Clerk – Bridget Givens

Date: _____

Approved as to Form:

By: _____
City Attorney

Date: _____

I, Lynne R. Bauer, hereby certify that sufficient funds are in the Treasury of the City of Chippewa Falls, to meet the expense of this Contract, or that provisions have been made to pay the liability that will accrue thereunder.

Lynne R. Bauer, Finance Director

SHORT ELLIOTT HENDRICKSON INC.

By: *Bruce K. Olson*
Bruce K. Olson, PE, Principal

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