

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

IN ACCORDANCE with the provisions of Chapter 19, Subchapter IV of the Statutes of the State of Wisconsin, notice is hereby given that a public meeting of the:

Board of Public Works: XXX

Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736.

Will be held on **Monday, June 24, 2019 at 5:30 P.M.** in the **City Hall Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

NOTE: If you are a board member and unable to attend this meeting, please contact the Engineering Dept. at 726-2736.

1. Approve the minutes of the June 10, 2019 Board of Public Works meeting. *(Attachment)*
2. Consider State Municipal Agreement for STH #124, (Elm Street to CTH S), Project ID 8610-08-03/73. Make recommendation to the Common Council. *(Attachment)*
3. Consider State Municipal Agreement for STH #124, Bay Street, (High Street to Bridge Street), Project ID 8610-02-04. Make recommendation to the Common Council. *(Attachment)*
4. Consider driveway replacement at 809 Miles Street due to resident dissatisfaction.
5. Consider request for proposals for Route Analysis and Preliminary Engineering – Chippewa Mall Drive to Chippewa Crossing Boulevard. Make recommendation to the Common Council. *(Attachment)*
6. Consider City of Chippewa Falls – Chippewa County Intergovernmental Agreement for pea rock sweeping services. Make recommendation to the Common Council. *(Attachment)*
7. Adjournment

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

Please note that attachments to this agenda may not be final and are subject to change.
This agenda may be amended as it is reviewed.

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, June 19, 2019 at 8:30 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JUNE 10, 2019 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, June 10, 2019 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, P.E. and Alderperson Paul Olson. Absent were Finance Manager Lynne Bauer and Darrin Senn. Also present were Assistant City Engineer Bill McElroy, P.E., George Rohmeyer, Alderperson John Monarski and those on the attached attendance sheet.

1. **Motion** by Olson, seconded by Rubenzer to approve the minutes of the May 13, 2019 Board of Public Works meeting. **All present voting aye. Motion Carried.**

2. The Board of Public Works considered three bids for the Chippewa River State Trail project. The three bids range from \$444,366.59 to \$567,963.87 with the engineer estimate at \$398,096.55. Director of Public Works Rubenzer noted that the project funding is split 80% federal, 10% Village of Lake Hallie and 10% City of Chippewa Falls. The city share will be about \$5,000 more than anticipated due to the low bid coming in \$46,270 higher than the engineer estimate.
Motion by Hoffman, seconded by Olson to recommend the Common Council accept the low bid of \$444,366.59 and award the contract for the Chippewa River State Trail project to Haas Sons Inc. contingent on a successful review and approval of all contract and bid documents by Attorney Ferg. **All present voting aye. Motion Carried.**

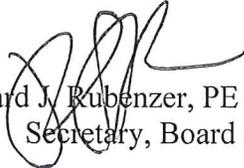
3. The Board of Public Works considered the attached proposed revisions to Chapter 8.15 of the City of Chippewa Falls Municipal Code. City Attorney Ferg has approved the proposed revisions. Alderperson Olson asked about penalties if a property owner failed to get a permit prior to installing an underground sprinkler system in city right-of-way. Director of Public Works Rubenzer stated that a notice of Chapter 8.15 was published in the Chippewa Herald every summer and that violators would have to repair or remove a damaged underground sprinkler system. He continued that the city would have no responsibility or liability for the damages. Assistant City Engineer McElroy added that permit fees would double if no permit had been obtained.
Motion by Hoffman, seconded by Olson to recommend the Common Council revise City Municipal Code 8.15 Underground Lawn Sprinkling Systems as shown on the attached sheet. **All present voting aye. Motion Carried.**

4. The Board of Public Works considered the attached summary pages for the Compliance Maintenance Annual Report. Utilities Manager Rubenzer explained that the “F” rating in influent levels was due to exceeding (c) BOD 90% and (c) BOD 100% limits nearly every month in 2018. He surmised these exceedances were due to high amount of septage being hauled to the plant and also high BOD content in the leachate being accepted from Seven Mile Landfill. The waste plant is undergoing a rerating process of which an aeration blower study and recommendation will help raise the “C” grade in bio solids processing. The “C” grade is due to exceeding the plants molybdenum limit by one mg/kg again, possibly due to high molybdenum levels in the leachate. Investigation is ongoing.
Motion by Rubenzer, seconded by Hoffman to recommend the Common Council accept the 2018 electronic Compliance Maintenance Annual Report (eCMAR) and approve the corresponding resolution and authorize Mayor Hoffman to execute the said resolution. **All present voting aye. Motion Carried.**

5. The Board of Public Works considered the attached petition to discontinue and vacate the unopened alley in Block 37, Chippewa Falls Plat bounded by Grand Avenue, Grove Street, Central Street and Prairie Street. The petition was signed by property owners representing 56% of the alley frontage. Petition circulator George Rohmeyer appeared supporting the petition and handed out the attached pictures. A discussion followed concerning easements and an eight foot strip of land going to each

adjacent property owner along the alley if the alley were to be discontinued. Director of Public Works Rubenzer noted that parking or access along an unopened alley is not permitted. He continued that the Council could consider discontinuing the alley upon written petition of owners of over 50% of the adjacent alley frontage, (56% in this case), as per State Statute 66.1003. After the discussion; **Motion** by Hoffman, seconded by Olson to forward the attached petition to discontinue and vacate the unopened alley in Block 37, Chippewa Falls Plat bounded by Grand Avenue, Grove Street, Central Street and Prairie Street to the Common Council to determine whether or not to introduce a resolution and conduct a public hearing to consider the same. **All present voting aye. Motion Carried.**

6. Joanne Stuttgen appeared and volunteered herself and her husband Mark to adopt the pedestrian underpass under STH #124 near Southview School. The Stuttgens frequently utilize the underpass and would paint over graffiti if the city were to supply paint and rollers. Director of Public Works Rubenzer thanked them and stated Attorney Ferg would need to be consulted for an opinion on city liability for this volunteer effort for the city. Mayor Hoffman noted that a security camera will soon be placed so that it will cover the whole underpass. **Motion** by Hoffman, seconded by Rubenzer to seek City Attorney Ferg's opinion as to whether the city would incur any liability if Joanne and Mark Stuttgen were to adopt the pedestrian underpass near Southview School and routinely paint over the graffiti occurring there. **All present voting aye. Motion Carried.**
7. The Board of Public Works considered the attached street use permit request for Notre Dame Parish to close Prairie Street between Allen Street and Prairie Street on August 17 and August 18, 2019 for a parish picnic. Director of Public Works Rubenzer stated tht the parish volunteer could pick up the necessary traffic control to forego estimated Street Department service charges for the picnic. **Motion** by Rubenzer, seconded by Olson for the Common Council to grant the attached street use permit request for Notre Dame Parish to close Prairie Street between Allen Street and Prairie Street on August 17 and August 18, 2019 for a parish picnic and to charge for city services. **Voting aye were Rubenzer and Olson. Voting nay was Mayor Hoffman. Motion approved on a 2-1 vote.**
8. The Board of Public Works discussed the attached Disaster Declaration of Emergency for funding from the Wisconsin Disaster fund for Lowater Road, Old Eau Claire Road and Canal Street. Assistant City Engineer McElroy stated that the declaration was necessary to be eligible for funding and that the funding would be a temporary repair of sections of the said streets. **Motion** by Rubenzer, seconded by Hoffman to recommend the Common Council approve the attached Disaster Declaration of Emergency for funding from the Wisconsin Disaster fund for Lowater Road, Old Eau Claire Road and Canal Street and authorize Mayor Hoffman to execute the declaration. **All present voting aye. Motion Carried.**
9. **Motion** by Olson, seconded by Rubenzer to adjourn. **All present voting aye. Motion Carried.**
The Board of Public Works meeting adjourned at 6:21 P.M.


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

BOARD OF PUBLIC WORKS ATTENDANCE SHEET

DATE: June 10, 2019

NAME	ADDRESS	COMPANY REPRESENTING	PHONE #	EMAIL
Ron Olsen	218 North grove		715-723-2164	
Amy Olsen	218 North grove st		715-723-2464	
Mike Howard	221 E Grand Ave		715-559-2964	
Christa Howard	221 E Grand Ave		715-559-9105	
Joanne Stuttgen	551 S. Main st.		765-349-1537	jstuttgen@comcast.net
George Reuycer				
Mark Stuttgen				



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: May 23, 2019

I.D.: 8610-08-03/73

Road Name: STH 124

Title: Chippewa Falls - Bloomer

Limits: Elm Street to CTH S

County: Chippewa

Roadway Length: 1.87 miles

The signatory, City of Chippewa Falls, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is a connecting highway within the City of Chippewa Falls for 1.16 miles, or 62% of the total project length of 1.87 miles. The facility is a state long truck route. The existing pavement has reached the end of its useful life.

Proposed Improvement - Nature of work: The proposed improvement will be a pavement resurfacing. Work will include pavement markings, culvert work, and curb ramp upgrades.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: None.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
8610-08-03 Preliminary Engineering: Plan Development	\$ 105,000	\$ 88,725	Bal	\$ 16,275	LS*
8610-08-73 Construction: Participating	\$ 1,207,500	\$ 1,207,500	100%	\$ -	0%
Non-Participating	\$ -	\$ -	0%	\$ -	100%
Total Cost Distribution	\$ 1,312,500	\$ 1,296,225		\$ 16,275	

*LS = Lump Sum

The total project length will be 1.87 miles. The Connecting Highway portion within the City of Chippewa Falls is approximately 1.16 miles, or 62% of the project. The Municipality share will be 25% of 62% of Design Costs (or \$16,275).

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of Chippewa Falls** (please sign in blue ink)

Name	Title	Date
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Signed for and in behalf of the State (please sign in blue ink)

Name	Title NWR Deputy Director	Date
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TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.

- (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction within the connecting highway segment. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage in the connecting highway segment.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.

8. The Municipality shall at its own cost and expense:

- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
- (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
- (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
- (d) Prohibit angle parking.
- (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
- (f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
- (h) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
- (i) Coordinate with the State on changes to highway access within the project limits.
- (j) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc) for segments outside the connecting highway.

9. Basis for local participation:

- (a) 8610-08-03 Design: The project length will be 1.87 miles. There is a segment within the City of Chippewa Falls that is connecting highway (Elm Street to Ojibwa Road). That segment is approximately 1.16 miles, or 62% of the project length. Design costs for that connecting highway segment will be 75% funded with Federal/State funds when the Municipality provides the remaining 25% of the 62% connecting highway portion, based on the Department's policy for connecting highways. Based on total estimate design costs of \$105,000, the Municipality will contribute a prorated lump sum payment of \$16,275.
- (b) 8610-08-73 Construction: There is no cost share for the general roadway construction.

[END]



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: May 14, 2019
 I.D.: 8610-02-04
 Road Name: STH 124
 Title: C of Chippewa Falls, Bay Street
 Limits: High Street to Bridge Street
 County: Chippewa
 Roadway Length: 0.82 miles

The signatory, City of Chippewa Falls, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is a connecting highway and is a state long truck route. It is a principal arterial roadway. The existing pavement has reached the end of its useful life.

Proposed Improvement - Nature of work: The proposed improvement will be a pavement resurfacing except for approximately 800 feet of Elm Street, which will be a pavement replacement. Work will include pavement markings, curb ramp upgrades, and traffic signal modifications.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: None.

TABLE 1: SUMMARY OF COSTS

Phase	Total Estimated Cost	Federal/State Funds	%	Municipal Funds	%
8610-02-04 Preliminary Engineering: Plan Development	\$ 124,000	\$ 93,000	75%	\$ 31,000	25%
Total Cost Distribution	\$ 124,000	\$ 93,000		\$ 31,000	

This request is subject to the terms and conditions that follow (pages 2– 3) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of Chippewa Falls** (please sign in blue ink)

Name	Title	Date
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Signed for and in behalf of the **State** (please sign in blue ink)

Name	Title	Date
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TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

- (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (h) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (i) Coordinate with the State on changes to highway access within the project limits.
 - (j) Assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
9. Basis for local participation:
- (a) 8610-02-04 Design Costs: Design costs will be funded 75% with Federal/State funding when the Municipality provides the remaining 25%, based on the Department's cost share policy for connecting highways.

[END]

CITY OF CHIPPEWA FALLS, WISCONSIN



**REQUEST FOR PROPOSALS FOR:
Route Analysis and Preliminary Engineering -
Chippewa Mall Drive to Chippewa Crossing
Boulevard – Street, Utilities and Separated
Bike Path**

Submission Deadline:
Thursday, July 18, 2019 – 3:30 PM CST

1.0 Objective

The City of Chippewa Falls is soliciting the services of a qualified firm to complete a route alternatives analysis and preliminary design engineering (30%) for the extension of Chippewa Mall Drive to Chippewa Crossing Boulevard, as well as the appropriate extensions of water, sanitary and storm sewer utilities, and construction of a separated bicycle and pedestrian path system.

2.0 Background

Chippewa Crossing Boulevard was constructed in 2010 with the intent of a future connection to Chippewa Mall Drive. A roundabout is in place with connection point on Chippewa Crossing Boulevard.

The City has officially mapped this connection along the southern boundary of the WisDOT owned parcels. Since that time, a review of the proposed route and discussions with key stakeholders has led to the consideration of utilizing a northern route.

3.0 Project Description

Connection of Chippewa Mall Drive to Chippewa Crossing Boulevard with utility connections and separated bike path.

4.0 Scope of Services

A.) Route Alternatives Analysis

- Review available existing record drawings, survey data, studies and other available, relevant data.
- Verify existing field conditions, improvements and topography.
- Complete topo survey
- Identify the need and locations for soil borings and soil testing. Coordinate with City staff for concurrence and complete agreed-upon borings.
- Coordinate with WisDOT for access agreement for survey, borings or testing.

Successful project team will evaluate northern and southern route alternatives and make recommendation on factors including, but not limited to:

- Constructability
- Probability of Construction Costs
- Suitability for Private Development on Remnant parcels

B.) Preliminary Engineering

This phase includes, but is not limited to, field inspection and preparation of preliminary plans. Please note, if property access is needed it will need to be coordinated through WisDOT. The following items should be reviewed and investigated during the preliminary engineering phase: utility extensions, right of way requirements, regulatory considerations, property/right of way acquisition, traffic and transportation impacts, historical, archaeological and cultural resource impacts, environmental corridor impacts.

C) Right of Way Legal Description

This phase will develop a right-of-way map and legal description of the selected route for City coordination with WisDOT.

D) Deliverables

Meetings/Presentations

Preliminary findings meeting with City personnel

30% design documents

Right of Way Legal Description and Map

5.0 Project Team

The project team will include the consultant and City staff – including the Director of Public Works/City Engineer, Assistant City Engineer, and City Planner, as well as elected officials.

6.0 Schedule

The following is an anticipated schedule for the RFP process. The City of Chippewa Falls reserves the right to modify any part of this schedule:

Distribute RFP: June 25, 2019

Proposals Due: July 18, 2019

Council Award (Anticipated): August 6, 2019

7.0 Proposal Content and Evaluation

Proposals should be complete but concise. Consultants will be evaluated on the following information.

Proposals must include the following:

- Cover Letter – to include at a minimum:
 - Proposer's Name
 - Contact Person for RFP
 - Business Address
 - Business Phone
 - Email Address – Primary Contact
 - Signed by Legally Authorized Company Officer

- Work Program

- Project Schedule

- Examples of previous work projects that illustrate the firm's past performance and familiarity with the type of detailed engineering work sought under this RFP. A list of references for these projects should be provided.
- Statement indicating the professional and technical qualifications of key persons who will be assigned to the project and their responsibilities within the Scope of Services.
- Itemized budget
- Fee schedule for personnel involved with the project.
- Level of Effort (LOE) breakdown of schedule of tasks and estimated hours necessary to complete the tasks for a completed project.
- Not to exceed professional services fee
- Proof of insurance (worker compensation, automobile and errors and omissions)

The City may request additional information of all respondents.

Please limit proposals to no more than twenty (20) 8 ½ x 11 pages.

Five (5) bound originals and one (1) electronic (USB flash drive) submission of the proposal must be received in the City Engineer's office by 3:30 PM, CST, Thursday, July 18, 2019.

8.0 Point of Contact and Selection Process

Any inquiries/clarifications concerning the RFP should be directed to Richard Rubenzer, PE, City Engineer/Director of Public Works via e-mail and should be received no later than the date specified above. No information provided verbally, or by any other City personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for proposal at this time.

Questions for clarification concerning the RFP must be directed to:

Richard Rubenzer, PE
 City Engineer/Director of Public Works
rrubenzer@chippewafalls-wi.gov
 715-726-2739

City staff, including the City Engineer, Assistant City Engineer and City Planner will review all proposals for completeness and compliance with the requirements of this RFP and may request from any or all of the proposers additional material, clarification, confirmation or modification of any submitted proposal, including proposals that are incomplete or non-conforming as submitted.

Evaluation criteria will include:

- 1. Work Program (30 Points)**
Demonstrated expertise, familiarity and understanding of the elements and processes necessary for successful route analysis, recommendation and design engineering.
- 2. Project Schedule (10 Points)**
Time estimated to complete the scope of work.
- 3. Previous Experience (20 Points)**
Overall rating of related projects of a similar nature completed by the firm within the past five (5) years.
- 4. Key Personnel and Roles (10 Points)**
Qualifications and professional skills, related to the proposed project, of key individuals assigned to the project.
- 5. Familiarity with local geography, area and project issues (10 Points)**
Experience working in the local area and understanding of local project issues, construction environment and conditions.
- 6. Level of Effort (10 Points)**
Schedule of tasks and estimated hours reflecting the level of effort (LOE) needed to complete the tasks for a completed project.
- 7. Not to Exceed Fee (10 Points)**

The Board of Public Works will review all proposals and will make a recommendation to the City Council for final approval. The selected consultant shall provide a standard contract for the City of Chippewa Falls to review and sign.

9.0 Rejection of Proposals

The City of Chippewa Falls reserves the right to reject any and all of the responses as a result of this RFP.

The City of Chippewa Falls shall not be liable for any costs incurred by a consultant in responding to this request for proposal, or for any costs associated with discussions required for clarification of items related to this proposal.

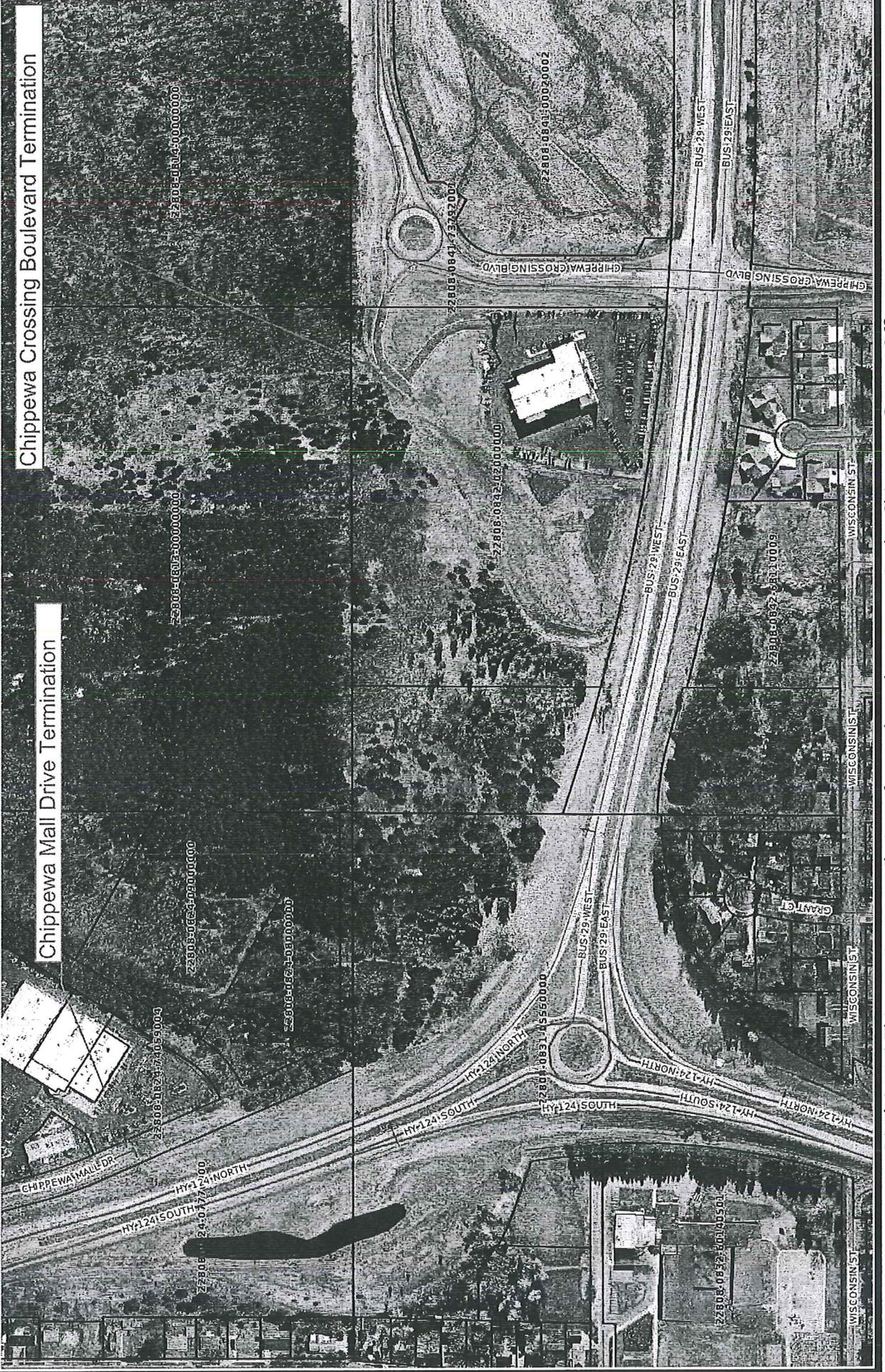
10.0 Attachments

- Map of Project Area

Chippewa Mall Drive to Chippewa Crossing Blvd



Printed 06/10/2019 Scale = 1:338'



Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.

HIGHWAY MAINTENANCE AGREEMENT

This Agreement is made and entered into by and the City of Chippewa Falls, a quasi-municipal corporation hereinafter referred to as "City" and Chippewa County, Wisconsin, hereinafter referred to as "County" and is authorized by Wis. Stat. 66.0301.

WHEREAS, the County is desirous of utilizing services of the City of Chippewa Falls for certain maintenance work; and

WHEREAS, the City through its Street Department is desirous of contracting to provide such maintenance service.

NOW, THEREFORE, it is agreed by and between the City and the County as follows:

1. Term. This Agreement shall be for a period commencing on the date of execution and ending on the 30th day of November, 2019.
2. Work Covered. The City will provide the following services: Sweep the loose pea rock from County "S", County "O", and County "P". The project limits will be on County "S" from the Roundabout at the Intersection of STH #178 and County "S" to the intersection of County "S" and County "O". In addition, on County "O" from its intersection with County "S" to its intersection with 175th Street. In addition, On County "P" from its intersection with Colome Street to its intersection with County "OO". Work will be performed on a time and materials basis.

Maintenance work shall be performed by the City to a reasonably professional and commercial standard.

3. How Payment Calculated. The County will pay for all maintenance work in accordance with the wage rates, material costs, and machinery rental rates normally used by the City. Payment to be made under current City requirements.
4. Wisconsin Prevailing Wage Law. Maintenance work generally performed by the City is considered "minor service and (or) maintenance work" as defined by Wis. Stat. 66.0903(1)(dr) and is therefore not subject to statutory prevailing wage requirements.
5. Discrimination. Both parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation as defined in Section 51.01(5), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, rates of pay or other forms of compensation and selection for training, including apprenticeship.
6. Indemnification. The County shall indemnify, defend and hold harmless the City, its appointed or elected officials, committee members, employees, agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, attorneys' fees, costs and expenses of whatsoever kind or nature, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any willful act, error or omission, fault or negligence by the Town, in fulfilling the terms of this Agreement.
7. Notices. Notice required or deemed advisable under this Agreement shall be placed in writing and be delivered personally or by registered or certified mail upon the County to Chippewa County Highway Commissioner, 801 East Grand Avenue, Chippewa Falls, WI 54729

- 8. Applicable Law. This Agreement shall be governed under the laws of the state of Wisconsin and is made at Chippewa County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Chippewa County Circuit Court.
- 9. Non-Assignment of Agreement. The parties agree there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.
- 10. Waiver of Breaches. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.
- 11. Modifications to Agreement. There shall be no modifications to this Agreement, except in writing, signed by both parties.
- 12. Integration of Agreement. The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Town and the County relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement consisting of two (2) typewritten pages hereby affix their duly authorized signatures.

City of Chippewa Falls BY:

_____	_____	_____
Print Name	Signature	(Date)
_____	_____	_____
Print Name	Signature	(Date)

CHIPPEWA COUNTY BY:

_____	_____
Project Superintendent	(Date)
_____	_____
Highway Construction Manager	(Date)