

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, November 10, 2014 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 September 8, 2014 Board of Public Works meeting.
(Attachment)
2. Presentation and recommendations of influent screening and hauled waste report. Make recommendation to the Common Council. *(Attachment)*
3. Presentation and recommendations of results of the cogeneration and codigestion study. Make recommendation to the Common Council. *(Attachment)*
4. Update on biosolids handling centrifuge design and proceeding to construction.
5. Consider agreement with Strand Associates Inc. for Wastewater Treatment Plant capital improvement program outlay. Make recommendation to the Common Council.
(Attachment)
6. Consider updated Cross Connection Ordinance. Make recommendation to the Common Council. *(Attachment)*
7. Update on Street Department task list.
8. 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 Tuesday, November 4, 2014 at 9:30 AM by Mary Bowe.

CITY OF CHIPPEWA FALLS
CORRECTED BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, SEPTEMBER 8, 2014 – 5:30 PM

The Board of Public Works met in City Hall on Monday, September 8, 2014 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Alderperson George Adrian and Darrin Senn. Absent was Finance Manager Lynne Bauer.

1. **Motion** by Adrian, seconded by Senn to approve the minutes of the August 11, 2014 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board discussed the attached State Municipal Agreement for the rehabilitation of the Bridge Street (STH #124) bridge in 2017. The Federal/State bridge program will fund the \$2,260,000 construction cost and 75% of the preliminary engineering costs which are \$150,000. The City is responsible for 25% of the engineering costs or \$50,000. Director of Public Works Rubenzer noted that WDOT had conducted a consultant selection process for this project and selected S.E.H. for the engineering. Alderperson Adrian asked if TIF funding could be used for the City share. DPW Rubenzer will discuss with City Planner Jayson Smith. **Motion** by Adrian, seconded by Rubenzer that the Common Council approve the State Municipal Agreement for the rehabilitation of the Bridge Street (STH #124) bridge in 2017. In addition, that Mayor Hoffman be authorized to execute the agreement prior to sending to WDOT for signatures. **All present voting aye. MOTION CARRIED.**

3. The Board briefly discussed the attached final payment of \$125,966.12 to Haas Sons, Inc. for the 2013 Downtown Roundabout Project. About \$28,000 is being retained pending some spawled concrete replacement.
Motion by Senn, seconded by Adrian to recommend the Common Council approve the final payment of \$125,966.12 to Haas Sons, Inc. and authorize appropriate City personnel to execute the payment. **All present voting aye. MOTION CARRIED.**

4. The Board discussed the attached first payment application from Haas Sons, Inc. for the 2014 Central Street Project in the amount of \$176,846.15.
Motion by Hoffman, seconded by Senn to recommend the Common Council approve the first payment application from Haas Sons, Inc. for the 2014 Central Street Project in the amount of \$176,846.15 and authorize appropriate City personnel to execute the application. **All present voting aye. MOTION CARRIED.**

5. **Motion** by Adrian, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:42 P.M.

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





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

October 31, 2014

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

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

Re: Amendment No. 1 to the June 16, 2014, Agreement for Design Services
Biosolids Dewatering Improvements Project

This is Amendment No. 1 to the referenced Agreement.

Under the Re: line CHANGE Biosolids Dewatering Improvements Project to "Influent Screening and Biosolids Dewatering Improvements Project."

Under paragraph 1, CHANGE Biosolids Dewatering Improvements to "Influent Screening and Biosolids Dewatering Improvements."

Under **Scope of Services**,

REPLACE Item No. 1 with the following:

- "1. Conduct a kickoff meeting at the wastewater treatment plant to gather site-specific information and discuss the required project components, schedule, and interim milestones, as well as the overall scope. The Scope of Services anticipates the new biosolids dewatering equipment will be located within the existing belt filter press-gravity belt room, the new influent screen will be located in the existing screening room, and the hauled wastes receiving facilities will be located north of the existing biosolids storage building."

REPLACE Item No. 3 with the following:

- "3. Develop 50 percent design documents using the Engineers Joint Contract Documents Committee (EJCDC) C 700 Standard General Conditions of the Construction Contract front end documents and construction contract, which will include preliminary technical specifications and design drawings to 50 percent completion. The documents will include process mechanical; site/civil engineering; structural; heating, ventilation, and air conditioning; plumbing; electrical power; and controls. Submit technical design documents to OWNER for review."

Under **Compensation**, CHANGE \$80,000 to "\$175,000."

Under **Schedule**, CHANGE November 15, 2014, to "March 15, 2015."

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

ENGINEER:

STRAND ASSOCIATES, INC.[®]

OWNER:

CITY OF CHIPPEWA FALLS

Matthew S. Richards
Corporate Secretary

Date

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



City of Chippewa Falls

DEPARTMENT OF PUBLIC UTILITIES
30 WEST CENTRAL STREET, ROOM 209
CHIPPEWA FALLS, WISCONSIN 54729-2467

July 21, 2014

Strand Associates Inc.
Attn: Mr. Randy Wirtz
910 West Wingra Drive
Madison, WI 53715

Dear Mr. Wirtz:

Enclosed please find two executed originals of:

- 1) Agreement for Engineering Services for the User Charge System Update and Funding Application Services.
- 2) Agreement for Design Services for the Biosolids Dewatering Improvements Project.
- 3) Agreement for Engineering Services for the Codigestion and Cogeneration Upgrades – Planning Services.
- 4) Agreement for Engineering Services for the Influent Screening and Hauled Waste Receiving Planning Project.

Please have Mr. Richards execute two originals of each of the four agreements and then return one fully executed original of each agreement to me.

I look forward to working with you and getting each of these studies and services in action.

Sincerely,

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



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

June 16, 2014

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

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

Re: Agreement for Design Services
Biosolids Dewatering Improvements Project

This is an Agreement between the City of Chippewa Falls, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Design Services (Services) for the Biosolids Dewatering Improvements project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Conduct a kickoff meeting at the wastewater treatment plant to gather site-specific information and discuss the required project components, schedule, and interim milestones, as well as the overall scope. The Scope of Services anticipates the new equipment will be located within the existing belt filter press-gravity belt room.
2. Develop the design basis that will lay out the conditions, sizes, locations, utility connections, and related design information in a document for OWNER's review.
3. Develop 50 percent design documents using the Engineers Joint Contract Documents Committee (EJCDC) C-700 Standard General Conditions of the Construction Contract front-end documents and construction contract, which will include preliminary technical specifications and design drawings to 50 percent completion. The documents will include process mechanical; heating, ventilation, and air conditioning; plumbing; electrical power; and controls. Submit technical design documents to OWNER for review. Site/civil engineering is not anticipated to be required and is not included in the scope.
4. Attend Review Meeting No. 1 with OWNER following ENGINEER's submittal of the 50 percent design documents.
5. Develop 90 percent design, which will include the technical specifications, front-end contract documents, and drawings at 90 percent completion for OWNER's review.
6. Attend Review Meeting No. 2 with OWNER following submittal of the 90 percent design documents.

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City of Chippewa Falls
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7. Submit final design documents to the Wisconsin Department of Natural Resources (WDNR). Incorporate the final edits and quality control comments into the final design documents. Submit the previously developed engineering report and final design documents to the WDNR for review and approval. Provide OWNER with an electronic version of the final design submittal.

Service Elements Not Included

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

1. Additional and Extended Services during construction made necessary by:

- a. Work damaged by fire or other cause during construction.
- b. A significant amount of defective or neglected work of any contractor.
- c. Prolongation of the time of the construction contract.
- d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for

City of Chippewa Falls
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evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.

10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services a lump sum of \$80,000.

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

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

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

Schedule

Services will begin upon execution of this Agreement, which is anticipated on June 19, 2014. Services are scheduled for completion on November 15, 2014.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under

City of Chippewa Falls
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similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

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

Opinion of Probable Cost

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

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of the WDNR requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or

City of Chippewa Falls
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decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

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

Payment

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

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

Data Provided by Others

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

Utilization of Women and Minority Businesses

ENGINEER agrees that qualified women and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of the WDNR financially assisted contracts and subcontracts. This pertains to the project as it is anticipated that a Wisconsin Clean Water Fund grant and loan will be used to finance the project.

Termination

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

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this

City of Chippewa Falls
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Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

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

Terms and Conditions

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

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

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF CHIPPEWA FALLS

Matthew S. Richards 7/28/14
Matthew S. Richards Date
Corporate Secretary

Richard J. Rubenzer 7/21/2014
Richard J. Rubenzer, P.E., Date
Director of Public Works, City Engineer, Utilities
Manager

An opinion of probable cost for the hauled wastes receiving facilities are shown on Table 3.04-1.

Item	Cost Opinion
Curbed Receiving Pad, Box, and Screen	\$ 24,000
Vactor Truck Debris Pad	\$ 72,000
Subtotal	\$ 96,000
Site Work	\$ 60,000
Mechanical	\$ 51,000
Electrical and Controls	\$ 50,000
Subtotal	\$ 257,000
Contractors General Conditions (10%)	\$ 26,000
Construction Costs	\$ 283,000
Contingencies and Technical Services (40%)	\$ 113,000
Total Capital Costs	\$ 396,000

Table 3.04-1 Opinion of Probable Construction Cost–Hauled Wastes Receiving Facilities

3.05 RECOMMENDATIONS

The recommended screen technology is the multirake screen, which is the same as the existing screen. Through the screen alternatives evaluation, two retrofit locations were evaluated for the new screen. The 1982 location has the lower capital and is recommended over the 1950 channel location. In addition, the 1982 alternative has better hydraulic characteristics and provides better access for maintenance of the equipment.

As described previously, hauled waste loads have increased in recent years. Hauled wastes receiving facilities are recommended to improve operation, monitoring, and allow for better truck access. If these facilities are included with a Clean Water Fund Loan project, the portion of the project associated with hauled waste receiving facilities can receive a zero percent interest loan.

The recommended screen replacement and hauled wastes receiving project is summarized in Table 3.05-1.

Item	Cost Opinion
Screen Replacement	\$ 733,000
Hauled Wastes Receiving Facilities	\$ 257,000
Subtotal	\$ 990,000
Contractors General Conditions (10%)	\$ 99,000
Construction Costs	\$ 1,089,000
Contingencies and Technical Services (40%)	\$ 435,000
Total Capital Costs	\$ 1,524,000

Table 3.05-1 Screen Replacement and Hauled Wastes Receiving Project

This section of the report provides our recommendations for the City's use in budgeting over the next year and in future years. The specific timing of improvements is not included because the schedule will be dependent on the City's desire and need to proceed with the proposed projects.

4.01 HSW RECEIVING RECOMMENDATIONS

Receiving HSW would provide potential revenue from tipping fees and improves the total present worth of the cogeneration alternatives. The preliminary opinion of capital cost to construct HSW receiving facilities is \$318,000.

The City may consider constructing hauled waste receiving facilities for holding tank and septage wastes as part of the screening upgrade project. HSW receiving and storage tank could be included with the holding tank and septage receiving project. If the City plans to continue with cogeneration, further discussions with the prospective HSW providers from the food and beverage industry are recommended because HSW receiving would improve the total present worth of cogeneration.

4.02 BIOGAS UTILIZATION RECOMMENDATIONS

Three alternatives were evaluated on a present worth basis. These alternatives include using biogas in the boilers, cogeneration with an engine, and cogeneration with a microturbine. These alternatives were compared at the current biogas production rate as well as a future, higher biogas production rate that employs HSW receiving and codigestion.

Based on the evaluation, the boiler option without cogeneration has the lowest total present worth. However, given the City's long history with cogeneration at the WWTP, the City may wish to continue cogeneration. The engine has a lower total present worth than the microturbines and, therefore, the engine is the recommended cogeneration alternative.

4.03 OTHER CONSIDERATIONS

A. Potential Grant Funding

In recent years, Focus on Energy has issued a competitive renewable energy grant requests for proposal each spring. Biogas cogeneration projects are eligible for this grant program. In 2014, this grant program offered a \$0.50/kilowatts per hour (kWh) and \$1.00/therm grant incentives based on the first year savings. Estimated first year electrical savings with the engine at 72 kW output and 95 percent operational time is approximately 599,184 kWh. At the incentive of \$0.50/kWh, the grant could be approximately \$299,000. Because the City already has cogeneration, the grant award could be limited to only the increase in electrical output.

B. Air Permitting Considerations

The Wisconsin Administrative Code outlines air permitting requirements in Section NR 406 (Construction Permits) and Section NR 407 (Operation Permits). In general, construction permits are required for the installation or modification of certain stationary combustion sources. An operation permit allows operation of stationary combustion sources across the entire facility. There are exemption

emission thresholds listed in NR 406 and NR 407 under which a facility is not required to obtain a construction permit or operation permit.

The installation of certain stationary combustion sources may require the need for air permitting even if emissions at the facility meet the exemption thresholds listed in Sections NR 406 and NR 407. Sources subject to standards under Section 111 of the Clean Air Act are not exempt from construction and operation permits. These standards are also known as New Source Performance Standards and are found in the Code of Federal Regulations 40 CFR Part 60. The New Source Performance Standards apply to specific emission sources including spark ignition engines (Subpart JJJJ) and stationary gas turbines (Subpart KKKK) that are 10 million BTU/hr or greater. Therefore, the addition of an engine generator at the plant will likely require air permitting. The addition of microturbines may not require air permitting under the Subpart KKKK exemption because the two 65 kW microturbines would be well below the 10 million BTU/hr threshold.



FINAL COPY

Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

November 3, 2014

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

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

Re: Agreement for General Services
Capital Improvement Plan

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

Scope of Services

ENGINEER will develop a Capital Improvement Plan for OWNER's wastewater treatment plant (WWTP) that will include an assessment of the condition of the WWTP's mechanical, electrical, and structural infrastructure.

1. Participate in one kickoff meeting with OWNER to review project objectives and discuss OWNER's observations and impressions regarding the condition of the facility. Submit a Request for Information for additional items that may be potentially beneficial to the effort.
2. Perform a site visit concurrently with kickoff meeting to evaluate physical condition and operability of OWNER's facilities including process; structural; electrical; heating, ventilation, and air conditioning; plumbing; and doors and windows. Use a systematic scoring method to rank identified needs.
3. Develop conceptual or budgetary costs for items prioritized for replacement in approximately the next ten years.
4. Prepare a draft report including a summary of the on-site evaluation and other data, prioritization of replacement or rehabilitation of structures and equipment, a summary of recommended projects, and a capital improvements plan with costs and schedule for high-priority projects. Provide electronic draft copies of the report to OWNER for review.
5. Participate in a teleconference with OWNER to discuss the draft report.
6. Incorporate OWNER review comments as appropriate and provide five hard copies and one portable document format file of the final report to OWNER.

VCW:mro:sme\R\MAD\Documents\Agreements\C\Chippewa Falls, City of (WI)\CapitalImprovementPlan.2014\Agr\1331.007.docx

City of Chippewa Falls
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November 3, 2014

Service Elements Not Included

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

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Design, Bidding-, and Construction-Related Services: Design, bidding-, and construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.

City of Chippewa Falls
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 November 3, 2014

10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$10,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

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

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

	<u>Hourly Billing Rates*</u>
Principal Engineer	\$224 to \$402
Senior Project Manager	\$163 to \$208
Project Managers	\$ 94 to \$162
Project Engineers and Scientists	\$ 77 to \$ 94
Engineering Technicians and Draftspersons	\$ 45 to \$117
Office Production	\$ 78 Average

* Updated annually on July 1

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

City of Chippewa Falls
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November 3, 2014

Schedule

Services will begin upon execution of this Agreement, which is anticipated on November 18, 2014. Services are scheduled for completion on January 31, 2015.

Standard of Care

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

OWNER's Responsibilities

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

Opinion of Probable Cost

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

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time

City of Chippewa Falls

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November 3, 2014

required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

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

Extension of Services

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

Payment

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

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

Data Provided by Others

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

Utilization of Women and Minority Businesses

ENGINEER agrees that qualified women and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of WDNR financially assisted contracts and subcontracts. This pertains to the project as it is anticipated that a Wisconsin Clean Water Fund grant and loan will be used to finance the project.

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November 3, 2014

Termination

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

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

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

Terms and Conditions

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

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

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF CHIPPEWA FALLS

NOT FOR SIGNATURE

Matthew S. Richards
Corporate Secretary

Date

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

Date

Oct. 21. 2014 1:24PM

No. 0036 P. 1

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1300 W. Clairmont Ave.
Eau Claire WI 54701

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



September 30, 2014

Rory Olson
Chippewa Falls City Hall
30 W. Central Street
Chippewa Falls, WI 54729

Chippewa Falls Waterworks-MC
PWS ID#: 60904569

Chippewa County

Subject: Notice of Noncompliance - Cross Connection Control Program

Dear Mr. Olson;

This letter shall serve as an official notice of noncompliance. Chippewa Falls is in violation of code s. NR 810.15 as indicated following a comprehensive review of the cross connection control programs at your community. This review considered the implementation of the cross connection control customer inspection program, as well as potable water interconnections, bulk water loading station protection, and private well regulation.

Area 1: CROSS CONNECTION CONTROL PROGRAM EFFECTIVENESS

The City has performed 1,512 residential inspections using a proper inspection form. Beginning in 2015, Chippewa Falls must document at least 823 (20%) residential inspections each year until all are completed. Interim summaries of inspections completed shall be provided to the department on July 30, 2015 and July 30, 2016. If the City is unable to demonstrate timely compliance of residential inspections, a contracted party may need to be hired. In addition, Chippewa Falls must document at least 266 (50%) inspections at each commercial, 28 (50%) inspections at industrial, and 21 (50%) inspections at each public authority facility per year. This will allow for all 'CIP' (Commercial, Industrial, and Public Authority) facilities to be inspected by September 29, 2016. Interim summaries for the CIP facilities will be made on the same reports as the residential inspections. An updated cross connection control ordinance to include time schedules for inspections shall be provided to the department by March 30, 2015.

Area 2: INTERCONNECTIONS WITH OTHER POTABLE WATER SUPPLIERS

No interconnection exists.

Area 3: BULK WATER LOADING STATIONS

The bulk water loading station is compliant. The hydrant assembly is properly constructed and maintained.

Area 4: LOCAL WELL REGULATION PROGRAM EFFECTIVENESS

An updated private well regulation ordinance to include recent code changes shall be provided to the department by March 30, 2015. All unpermitted wells shall be permitted or have their permit updated by June 30, 2015.



Wisconsin DNR

Chippewa Falls Waterworks:

<p>CONTACT RORY OLSON: (715) 720-6981 or rolson@ci.chippewa-falls.wi.us Position: Drinking Water Operator Additional Staff: Chris Govin</p>	<p>CERTIFICATION/QUALIFICATIONS: None</p>
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CROSS CONNECTION CONTROL PROGRAM EVALUATION

1. The inspection authority designated is the City of Chippewa Falls. Rory Olson has been appointed to oversee the program. Hydro Designs is hired to perform advanced inspections.
2. The City last updated the cross connection control ordinance in June, 2007).
3. Chippewa Falls has completed annual survey summaries for 2011, 2012, and 2013. The most recent AWSI, completed in July, 2014, and the last DWSS conducted in August, 2013 both addressed cross connection control programming needs.
 - A. Residential Inspections. A pamphlet is currently used for public education. Inspections have been documented using a current cross connection control residential inspection form.
 - B. Commercial Inspections. Commercial inspections have been properly documented. No alternative time schedule has been requested for CIP facilities. Inspections are to be performed every 2 years.
 - C. Industrial Inspections. Industrial inspections have been properly documented. Inspections are to be performed every 2 years.
 - D. Public Authority. All public authority facilities have been inspected. Future inspections are to be performed every 2 years.
4. The City maintains a cross connection control manual. This includes a description of the methods, devices, and assemblies which are used to protect the potable water supply including compliant methods, devices and assemblies as listed in s. SPS 382.41.
5. Provisions have been drafted, for denial or discontinuance of water service where an unprotected cross connection exists or where a survey could not be conducted due to denial.

INTERCONNECTIONS WITH OTHER POTABLE/NONPOTABLE WATER SOURCES

6. No connection with another potable water system exists at Chippewa Falls. Discussions with Lake Hallie have occurred previously. An interconnection with the Excel dam facility was identified in October, 2014. This interconnection is protected as required in s. Comm 382.41.

BULK WATER LOADING STATIONS

7. There is no dedicated water loading station at Chippewa Falls. Instead, bulk users are directed to use the hydrant located at the City shop. This hydrant is equipped with a meter, shut off valve and backflow preventer which meets the requirement of NR 811.78.

PRIVATE WELL REGULATION

8. The Chippewa Falls Well Abandonment Ordinance was last updated in 2007. This version is missing some of the language required in NR 810.16 (2). There are an estimated 3 permitted private wells in the City.



Wisconsin DNR

SUMMARY OF CROSS CONNECTION CONTROL INSPECTIONS PERFORMED					
<p>The following summary includes all inspections completed as indicated by the municipality in the Water Supply Cross Connection Annual Report. In addition, where municipal communities provided additional inspection numbers for 2014, they were included.</p>					
	TOTAL CUSTOMER (FROM THE MOST RECENT SUMMARY REPORT)	NUMBER OF INSPECTIONS COMPLETED IN LAST 10 YEARS	PERCENTAGE OF CUSTOMERS INSPECTED	MORE THAN 50% RESIDENTIAL INSPECTIONS COMPLETED IN THE LAST 10 YEARS?	ACCELERATED PROGRAM FOR COMPLETING RESIDENTIAL INSPECTIONS NECESSARY?
RESIDENTIAL	4113	1512	37%	No	Yes
COMMERCIAL (HIGH RISK)	531	284	53%		
COMMERCIAL (LOW RISK)					
INDUSTRIAL	56	35	63%		
PUBLIC AUTHORITY	42	6	14%		
STEPS NECESSARY TO ACHIEVE COMPLIANCE					
<ol style="list-style-type: none"> 1. Chippewa Falls must document 823 (20%) residential inspections each year. Interim summaries shall be provided. 2. Chippewa Falls must update the cross connection control ordinance to include recent code changes. 3. Chippewa Falls must document cross connection inspections at all remaining commercial, industrial and public authority customers. 4. A dedicated water loading station (either permanent or portable) consistent with NR 811.78 must be established. 5. Chippewa Falls must update the private well regulation ordinance to include recent code changes. 					

Please keep in mind that failure to complete the required actions will result in additional violations and enforcement action. If you have any additional questions about this issue, please do not hesitate to contact me at (715) 839-1636.

Sincerely,



Brad Henderson
Water Supply Engineer – Bureau of Drinking Water and Groundwater
Wisconsin Department of Natural Resources

PC: FILE

EC: Mike Blodgett, DG Supervisor – Eau Claire

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR
CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

TO PROVIDE A PROGRAM FOR PROTECTING THE PUBLIC WATER SYSTEM FROM CONTAMINATION DUE TO BACKFLOW OF CONTAMINANTS THROUGH THE WATER SERVICE CONNECTION INTO THE PUBLIC WATER SYSTEM

WHEREAS, Chapters NR 810 and SPS 382, Wisconsin Administrative Code, require protection for the public water system from contamination due to backflow of contaminants through the water service connection; and

WHEREAS, the Wisconsin Department of Natural Resources requires the development and implementation of a comprehensive cross connection control program to effectively prevent the contamination of potable water systems;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Chippewa Falls, State of Wisconsin:

1. DEFINITION OF CROSS CONNECTION. A cross connection is defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the City of Chippewa Falls' municipal water system, and the other of which contains water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, with the direction of flow depending on the pressure differential between the two systems.
2. UNPROTECTED CROSS CONNECTIONS PROHIBITED. No person, firm, or corporation may establish or maintain, or permit to be established or maintained, any unprotected cross connection. Cross connections shall be protected as required in ch. SPS 382, Wisconsin Administrative Code.
3. INSPECTION. The water utility may inspect, or arrange for an inspection of, property served by the public water system for cross connections. [OPTIONAL: As an alternative, the water utility may require a person, firm, or corporation who owns, leases, or occupies property to have their plumbing inspected, at their own expense by a State of Wisconsin Certified Cross Connection Inspector/Surveyor.] The frequency of inspections shall be established by the water utility in accordance with Wisconsin Administrative Code. Any unprotected cross connections identified by the inspection shall be promptly corrected. Failure to promptly correct an unprotected cross connection shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance.
4. RIGHT OF ENTRY. Upon presentation of credentials, a representative of the water utility shall have the right to request entry, at any reasonable time, to a property served by a connection to the public water system for the purpose of inspecting the property for cross

connections. Refusing entry to such utility representative shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance. If entry is refused, a special inspection warrant under Section 66.0119 of the Wisconsin Statutes may be obtained.

5. PROVISION OF REQUESTED INFORMATION. The water utility may request an owner, lessee, or occupant of property served by a connection to the public water system to furnish the water utility with pertinent information regarding the piping systems on the property. Refusing to provide requested information shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance.

6. DISCONTINUATION OF WATER FOR VIOLATION. The water utility may discontinue water service to any property wherein any unprotected connection in violation of this ordinance exists, and take other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service may be discontinued, however, only after reasonable notice and opportunity for hearing under Chapter 68, Wisconsin Statutes, except as provided in paragraph 7 of this ordinance. Water service to such property shall not be restored until the unprotected cross connection has been eliminated.

7. EMERGENCY DISCONTINUANCE. If it is determined by the water utility that an unprotected cross connection or emergency endangers public health, safety, or welfare, and requires immediate action, and if a written finding to that effect is filed with the City Clerk and delivered to the customer's premises, water service may be immediately discontinued. The customer shall have an opportunity for hearing under Chapter 68, Wisconsin Statutes, within 10 days of such emergency discontinuance. Water service to such property shall not be restored until the unprotected cross connection has been eliminated

8. That this Ordinance shall take effect from and after its passage and publication.

Dated this 2nd day of December, 2014.

FIRST READING: November 18, 2014

Council President

SECOND READING: December 2, 2014

PUBLIC HEARING: December 2, 2014

APPROVED: _____
Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

Work to do From Oct 27th thru Nov 28th

Water Ditches	240 Hrs.
Pot Hole Filling	240 Hrs.
Mechanic Work	400 Hrs.
Storm Catch Basin Repair	80 Hrs.
Street Sweeping	600 Hrs.
Leaf Truck	160 Hrs.
Boom mow	120 Hrs.
Elections	16 Hrs.
Street Light Repair	16 Hrs.
Street Christmas Décor.	160 Hrs.
Yard Waste	80 Hrs.
Stump Grinding/Clean-up	480 Hrs.
Dam Maintenance (Glen Loch)	80 Hrs.
Storm Outfalls	160 Hrs.
Signs	400 Hrs.
Brush Alleys	1000 Hrs.
Balance Streets	720 Hrs.
Crack Fill	560 Hrs.

Rubberize Crack Fill	1120 Hrs.
Painting	80 Hrs.
Street Light Inventory	160 Hrs.
Christmas Village	360 Hrs.
TOTAL HRS.	8672 Hrs.

Labor Hrs. Available 1412 Hrs.

8 Men 40 hrs. per week for 5 weeks 1600 Hrs.

8 Men 8 hrs. per Holiday for 2 Holidays 128 Hrs.

Vacation Time Approx. 56 Hrs.

Sick Time Approx. 8 Hrs.

Work Hrs. Not Completed 7260 Hrs.

3.5 more men need to complete work.