



Minutes  
Committee #3

Transportation, Construction, Public Safety and Traffic

Committee #3 met Tuesday, January 20, 2015 at 5:00 pm in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.

Council/Committee Members present: Mike Hanke, Amy Mason, Paul Olson, George Adrian, and Edward Martin.

Others present: Police Chief Wendy Stelter, Building/Zoning Inspector Paul Lasiewicz, Representatives from Gordy's County Market, and City Clerk Bridget Givens.

The meeting was called to order at 5:00 pm.

**1. Discuss school bus parking on residential streets in the City with possible amendment of Chippewa Falls Municipal Code Section 7.11, Operation of School Buses (draft language attached). Possible recommendations to the Council.**

Councilor Hanke indicated he feels as though this ordinance targets buses; however, we have not received complaints regarding any other vehicles. He also expressed that he prefers the option for operators to apply for special parking privileges from Committee #3 to park curbside. Chief Stelter thought enforcement would become more difficult as there has to be a way to identify who has applied for a special parking privilege.

The Committee preferred to proceed with an ordinance that includes the parking privilege language with the addition of a process wherein these requests could only be made on an annual or semi-annual basis. Hanke was concerned with Committee #3 getting bogged down with requests.

Further clarification of normal business hours is also needed. Discussion was had that if someone was ticketed outside of "normal business hours" that they could provide proof of why. For example, the operator drove the basketball team to a game and did not return until late.

A process should also be established for revocation of the parking privilege if it is abused. It was discussed that the draft should include language that prohibits the parking of school buses on public City streets when not in normal or school use. This led to discussion on whether the City would want to limit parking of any commercial vehicles on City streets, which will have to be discussed further.

It was recommended the draft ordinance be returned to Attorney Ferg for further refinement and brought back to Committee #3 for additional review.

No action taken.

**2. Discuss Chapter 346 of the Wisconsin Statutes, §346.54(1)(d) and (2), How to Park and Stop on Streets, and the relative forfeitures for parallel parking in a boulevard. Possible recommendations to the Council.**

Hanke stated that this was added as an agenda item to inform the public that a State Statute already exists prohibiting parking in a boulevard and that this will be enforced more in the future. Inspector Lasiewicz advised that there are some unique situations in the City where in the winter, people may not have off-street parking available. It will be at the Officers' discretion whether or not a ticket is issued.

No action taken.

- 3. Discuss renewal of the Extended Contract for Statewide Structural Collapse Team Members between the State of Wisconsin Department of Military Affairs and the City of Chippewa Falls. Possible recommendations to the Council.**

**Motion by Mason/Olson** to recommend the Council renew the Extended Contract for Statewide Structural Collapse Team Members between the State of Wisconsin Department of Military Affairs and the City of Chippewa Falls. **All present voting aye, motion carried.**

- 4. Discuss possible amendment of Chippewa Falls Municipal Code Section 12.03 (4)(f) - Intoxicating Liquor, Fermented Malt Beverages and Tobacco. Possible recommendations to the Council.**

Representatives of Gordy's County Market appeared to request the Committee consider amending Chippewa Falls Municipal Code Section 12.03 (4)(f) - Intoxicating Liquor, Fermented Malt Beverages and Tobacco. Specifically removing the language requiring retail sales to be contained in a separate secure portion of the facility with a separate public access door to the outside and separate checkout facilities.

Additional discussion ensued regarding (5) a-d (see attachment) and the thought that this language could potentially be stricken from the ordinance as well.

It was recommended this ordinance be sent to Attorney Ferg for revision and brought back to Committee #3 for additional review.

No action taken.

## **5. Adjournment**

**Motion by Olson/Mason** to adjourn at 5:54 pm. **All present voting aye, motion carried.**

Minutes submitted by:  
Mike Hanke, Chair

AN ORDINANCE AMENDING AND CLARIFYING  
THE OPERATION OF SCHOOL BUSES CODE SECTION,  
SECTION 7.11 OF THE CHIPPEWA FALLS MUNICIPAL CODE

THE CHIPPEWA FALLS COMMON COUNCIL DO ORDAIN AS FOLLOWS:

1. That § 7.11 of the Chippewa Falls Municipal Code, which presently provides as follows:

7.11 OPERATION OF BUSES.

(1) OPERATION OF BUSES. (Rn. #97-40) Buses shall take on and deliver all passengers at the curbs as close to the curb as possible and at least 5 feet distant from the nearest crosswalk. No operator of a bus shall stop the same on any street for longer than is necessary to take on and discharge passengers or to comply with traffic laws except at the bus depot.

(2) OPERATION OF SCHOOL BUS WARNING LIGHTS. (Cr. #90-21; Rn. #97-40) School buses which are loading or unloading pupil or other authorized passengers directly onto a school grounds shall be prohibited from the use of flashing red warning lights at Holy Ghost School and McDonell High School.

(3) All school buses shall use both flashing red warning lights and extended stop sign when picking up or discharging students, except as provided in subsection (2) above, and except in designated school loading zones. (Rn. #97-40)

That the above subsection should not apply to either side of State Street from the corner with East Grand Avenue south a distance of 330 feet. (CR. 95-34; Am. 95-42)

be amended to provide as follows:

7.11 OPERATION OF SCHOOL BUSES.

(1) Section 340.01(56) of the Wisconsin Statutes defining a "School bus" is hereby adopted, the same providing that "School bus":

(a) Means a motor vehicle which carries 10 or more passengers in addition to the operator or a motor vehicle painted in accordance with § 347.44

(1) for the purpose of transporting:

1. Pupils to or from a public school as defined in § 115.01 (1) or a private school as defined in § 115.001 (3r) or pupils to or from a technical college when required under § 118.15 (1).

2. Pupils to or from curricular or extracurricular activities.

3. Pupils to or from religious instruction on days when school is in session.

4. Children with disabilities, as defined under § 115.76 (5), to or from an educational program approved by the department of public instruction.

(am) Means a motor vehicle which is painted in accordance with § 347.44 (1) and is used for the purpose of transporting disabled persons as defined in § 85.21 (2) (cm) or elderly persons as defined in § 85.22 (2) (b) in connection with any transportation assistance program for elderly or disabled persons.

(b) Does not include:

1. A motor vehicle owned or operated by a parent or guardian transporting only his or her own children, regardless of whether a school has made a contract with or paid compensation to such parent or guardian for such transportation.

2. A motor vehicle operated as an alternative method of transportation under § 121.555.

3. A motor bus operated for purposes specified in par. (a)2.

4. A motor vehicle operated in an urban mass transit system as defined in § 85.20 (1) (e) and (L).

(2) OPERATION OF SCHOOL BUSES. School buses shall take on and deliver all passengers at the curbs as close to the curb as possible and at least 5 feet distant from the nearest crosswalk. No operator of a school bus shall stop the same on any street for longer than is necessary to take on and discharge passengers or to comply with traffic laws, except at the bus depot.

(3) OPERATION OF SCHOOL BUS WARNING LIGHTS. School buses which are loading or unloading pupils or other authorized passengers directly onto a school grounds shall be prohibited from the use of flashing red warning lights at Holy Ghost School and McDonell High School. All school buses shall use both flashing red warning lights and extended stop sign when picking up or discharging students, except as provided above, and except in designated school loading zones. This subsection does not apply to either side of State Street from the corner with East Grand Avenue south a distance of 330 feet.

(4) PARKING SCHOOL BUSES.

(a) School buses may be operated in the Central Business District, as defined in Chapter 17 of the Chippewa Falls Code, for the purposes set forth in the preceding subsections. School buses shall not be parked in the Central Business District except in public parking lots and private property, whether or not open to the public.

(b) On all other public city streets school buses shall not be parked, when not in normal business or school use, except at the bus depot and in front of the operator's residence, which is defined as curbside on the side of the street on which the residence is located, and between the property lines establishing the boundaries of the residence.

(c) In the event that an operator does not have curbside parking on a city street in front of his or her residence as set forth in (b) above, then said operator may request from and be granted special parking privileges from Committee No. 3. The operator shall pay for any notification to neighbors which Committee No. 3 deems necessary in the request process.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

ALDERPERSON: \_\_\_\_\_

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Gregory S. Hoffman, Mayor

ATTEST: \_\_\_\_\_  
Bridget Givens, City Clerk

PUBLISHED: \_\_\_\_\_

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(3) All school buses shall use both flashing red warning lights and extended stop sign when picking up or discharging students, except as provided in subsection (2) above, and except in designated school loading zones. (Rn. #97-40)

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2. Pupils to or from curricular or extracurricular activities.
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1. A motor vehicle owned or operated by a parent or guardian transporting only his or her own children, regardless of whether a school has made a contract with or paid compensation to such parent or guardian for such transportation.
2. A motor vehicle operated as an alternative method of transportation under § 121.555.
3. A motor bus operated for purposes specified in par. (a)2.
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(b) On all other public city streets school buses shall not be parked when not in normal business or school use, except at the school bus depot and within 50 feet of the school bus depot premises. They may park in any public or private parking lots and on private property.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

ALDERPERSON: \_\_\_\_\_

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Gregory S. Hoffman, Mayor

ATTEST: \_\_\_\_\_  
Bridget Givens, City Clerk

PUBLISHED: \_\_\_\_\_

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Elevator Or Stairs  
2nd Floor, Suite 201

Robert A. Ferg  
Vance L. Sinclair (1915-2007)

TO: Mayor Gregory S. Hoffman  
FROM: Robert Ferg  
DATE: January 14, 2015  
RE: Parking School Buses in Boulevards

Our § 7.01 of the City Code states as follows:

Except as otherwise specifically provided in this chapter, the statutory provisions in Chs. 340 to 348, Wis. Stats., describing and defining regulation with respect to vehicles and traffic, inclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment, are adopted and by reference made a part of this chapter as if fully set forth herein. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this chapter.

Therefore, Chapter 346 of the Wisconsin Statutes is adopted. § 346.54(1)(d) and (2) provide:

**346.54 How to park and stop on streets.**

(1) Upon streets where stopping or parking is authorized or permitted, a vehicle is not lawfully stopped or parked unless it complies with the following requirements.

(d) In parallel parking, a vehicle shall be parked facing in the direction of traffic with the right wheels within 12 inches of the curb or edge of the street when parked on the right side and with the left wheels within 12 inches of the curb or edge of the street when parked on the left side. In parallel parking, a vehicle shall be parked with its front end at least 2 feet from the vehicle in front and with its rear at least 2 feet from the vehicle in the rear, unless a different system of parallel parking is clearly indicated by official traffic signs or markers.

(2) No person shall stop or leave a vehicle standing in violation of this section.

Parallel parking in a boulevard violates this section. The State bond book for this violation sets the forfeiture at \$144.50. A second or subsequent violation within one year has a forfeiture of \$174.50. Each day would be a separate and new violation. You could

probably have a shorter time period but it would have to be based upon a leaving and returning and reparking which can be documented.

A handwritten signature in cursive script that reads "Robert A. Ferg". The letters are fluid and connected, with a prominent initial 'R'.

Robert A. Ferg



**EXTENDED CONTRACT FOR  
STATEWIDE STRUCTURAL COLLAPSE  
TEAM MEMBERS**

**JANUARY 1, 2015 THROUGH DECEMBER 31, 2016**

Between

**STATE OF WISCONSIN  
DEPARTMENT OF MILITARY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT**

And

**CITY OF CHIPPEWA FALLS, WISCONSIN**

DATE: December 31, 2014

**EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL COLLAPSE  
TEAM MEMBERS**

**1.0 General Contract Information**

1.1 **Parties:** This extended contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") and the Chippewa Falls Fire Department, City of Chippewa Falls, Wisconsin (hereinafter "Contractor") for the provision of Statewide Structural Collapse Team members as described herein and authorized under 2009 Wisconsin Act 43, as codified in §323.72 of the Wisconsin Statutes and as further amended.

1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving catastrophic structural collapse, the Division may assign and make available for use in any county, city, or district, a Statewide Structural Collapse Team.

WHEREAS, the Division desires to enter into this Agreement with Contractor for the provision of team members to serve on one of three statewide platoons comprising the Statewide Structural Collapse Team, and Contractor desires to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a structural collapse incident involving a hazardous substance, which is the responsibility and shall remain the sole obligation of the Wisconsin Department of Natural Resources under §§292.11 and 323.60(4), Wis. Stats.

1.3 **Contract Term:** This Agreement shall continue for 2 years commencing January 1, 2015 through December 31, 2016.

**2.0 Definitions**

2.1 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

Exhibit A	Standard Terms and Conditions
Exhibit B	Training Costs
Exhibit C	Certificate of Protection in Lieu of an Insurance Policy (as applicable)

State means the State of Wisconsin.

Department means the State of Wisconsin, Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of Chippewa Falls Fire Department, City of Chippewa Falls,

Wisconsin by which Statewide Structural Collapse Team members will be provided under this Agreement. Under §323.721, Stats., the Division may only contract with local agencies as defined in §323.70(1)(b), Stats.

Local Agency has the meaning under §323.70(1)(b), Stats.

OJA means the State of Wisconsin, Office of Justice Assistance.

Responsible Party means the person(s), as defined in §323.72(3)(a) and (b), Stats., who possessed or controlled a structure that was involved in the structural collapse or the person who caused the structural collapse which caused the emergency to which Contractor has responded.

Regional Emergency All-Climate Training Center (REACT) is a training facility owned by the State of Wisconsin, Department of Military Affairs and operated by the Division of Emergency Management.

Structural collapse means an incident involving all types of construction with emergency response activities that include expertise in 1) evaluating existing and potential conditions at structural collapse incidents; 2) recognizing unique collapse or failure hazards; 3) conducting search operations intended to locate victims trapped inside and beneath collapse debris; 4) accessing victims trapped inside and beneath collapse debris; 5) performing extrication operations involving packaging, treating, and removing victims trapped within and beneath collapse debris; and 6) stabilizing the structure.

Structural Collapse Team Member means an individual provided by Contractor serving as a team member on one of three platoons comprising the Statewide Structural Collapse Team to provide statewide structural collapse emergency response that meets the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended.

Statewide Structural Collapse Team Platoon means a component of the Statewide Structural Collapse Team made up of team members provided by the Contractor and/or designated employees of the Contractor who are expected to respond to, control, and/or stabilize the actual or potential structural collapse.

WI Taskforce 1 means the name of the Statewide Structural Collapse Team.

### **3.0 Statement of Work**

- 3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide statewide structural collapse team members for the three statewide platoons comprising the Statewide Structural Collapse Team (also known as WI Taskforce 1).

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation of activities arising from catastrophic structural collapse incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

WI Taskforce 1 shall establish safety perimeters at or near sites and vessels. WI Taskforce 1 shall not be required to locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the structural collapse services to be provided, but Contractor and Division shall respond to the best of its abilities, subject to the terms of this Agreement.

- 3.2 **Performance Conditions:** Contractor acknowledges that it shall demonstrate to the Division that its employees designated as structural collapse teams members, structural collapse equipment, and associated vehicles meet or exceed applicable NFPA training standards and any regulatory requirements.
- 3.3 **Personnel:** Contractor shall provide eleven (11) trained, medically monitored, and competent personnel as identified by Contractor and designated by the Division as is reasonably necessary to operate within the safety levels of a statewide structural collapse team. Contractor understands and agrees that identified team members will meet applicable training standards and certifications at the time they are identified by Contractor to serve as members of the Statewide Structural Collapse Team.
- 3.4 **Vehicles and Equipment:** If the Division requests vehicles and equipment from the Contractor, it shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may retain structural collapse equipment and vehicles provided by grant funding through OJA for Contractor's local use, however, Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to a structural collapse incident.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with structural collapse vehicles, equipment and supplies under local authority, mutual-aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to Standard Operating Guidelines provided in Subsection 3.8 herein.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been

provided to the Division, the Contractor may decline a request for a Statewide Structural Collapse Team emergency response.

- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that the Statewide Structural Collapse team operations will be conducted in accordance with Standard Operating Guidelines and "Call-Out Procedure" that will be mutually approved by the parties to this Agreement. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic structural collapse. The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI Taskforce 1 at the REACT.

#### 4.0 Training Costs and Reimbursement for Emergency Response

There are two types of Contractor costs under this Agreement: (1) Required Training Costs, and (2) Team Response Costs. Each of these costs are discussed more fully below.

- 4.1 **Required Training Costs:** Under §323.72(1), Stats., team personnel shall be trained and certified to the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended. As a condition of this Agreement, Contractor agrees that all team personnel shall attend structural collapse training and refresher training at the Regional Emergency All-Climate Training Center (REACT), which is owned and operated by the Division or at a location pre-approved in writing by the Division. The structural collapse and refresher training shall be a minimum of thirty-two (32) hours per team member per annum. Additional specialty training is available at REACT. All team personnel attending training at REACT shall be in a non-duty status with Contractor. To facilitate planning for required training, the REACT training schedule shall be posted at minimum of twelve months in advance, with the exception of the first contract period. Any team personnel who have not attended or completed the required training will not be allowed to respond under the scope of this Agreement. Team personnel shall also keep current any state required certifications. The Division shall maintain all structural collapse and refresher training records on each team member for training received at REACT.
- 4.2 **Team Response Costs and Reimbursement:** Under §323.72(2), Stats., the Division shall reimburse the Statewide Structural Collapse Team for costs incurred by the team in responding to an emergency involving a structural collapse incident if the team determines that a structural collapse emergency requiring a response existed. Reimbursement is limited to amounts collected from the responsible person(s) as defined in §323.72(3) (a) and (b), Stats. Reimbursement under this subsection is available only if the Statewide Structural Collapse Team has identified the person who is required to reimburse the Division and provided that information to the Division. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

A person shall reimburse the Division for costs incurred by the Statewide Structural Collapse Team in responding to an emergency if the team determines that an

emergency requiring the team's response existed and that one of the following conditions applies:

- (1) The person possessed or controlled a structure that was involved in the structural collapse.
- (2) The person caused the structural collapse.

In the event a responsible person has been identified, Contractor shall be reimbursed for reasonable and necessary Team member response costs incurred in responding to a catastrophic structural collapse incident under this Agreement. Such Team response costs may include, but are not limited to:

- (1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.
- (2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at \$45.00 per hour per deployed team member. During an emergency deployment, this shall be calculated as portal to portal.
- (3) Backfill expenses: Contractor's personnel backfill expenses to cover deployed team members are reimbursable at the Contractor's actual cost.
- (4) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

4.3 **Maximum Contract Payment for Training Costs:** This Agreement shall have a maximum contract payment of \$15,840.00 per annum for training costs as described in "Exhibit B" to this Agreement. This calculation is based upon \$45 per hour for the minimum of thirty-two (32) hours per team member per annum. Payment for training costs will be made to Contractor on a quarterly basis. The payment will be determined by the actual hours of Division-approved training received by Contractor's team members during that quarter multiplied by \$45 per hour. In addition to the maximum contract payment, the Division will pay for enhanced training for specialty job assignments for team members as determined and approved in advance by the Division. The maximum contract payment for training does not, however, include Contractor's team response costs as specified in Subsection 4.2 of this Agreement. Contractor's personnel backfill expenses to cover team members in training status are not reimbursable.

No additional Contractor payment or reimbursement shall be paid or any additional demands placed on Contractor under this Agreement unless otherwise specifically agreed to by the Division and the Contractor, and upon written amendment to this Agreement.

labor, materials, supplies, equipment, and incidentals necessary to complete the services authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations as set forth above.

- 4.4 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an invoice for its team member response costs to the Division within ten (10) working days of the response. The Division will not bill responsible person(s) unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill responsible person(s) for the Statewide Structural Collapse Team response costs. Team response costs include such items as vehicle and equipment use, expendables and personnel costs. In addition, Division administrative costs may be billed as part of the emergency costs. Further, Contractor shall comply with all Division-approved procedures and/or duly enacted Administrative Rule(s).

The Division shall bill identified responsible person(s) within sixty (60) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the responsible person(s) before any payment is made to the Contractor. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

- 4.5 **Approval:** The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI Taskforce 1 at the REACT. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic structural collapse. Contractor may deploy structural collapse team members directly to an ongoing catastrophic structural collapse event at the request of the Division. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.
- 4.6 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 4.7 **Worker's Compensation:** A member of the Statewide Structural Collapse Team who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.72(4) of the Wisconsin Statutes.
- 4.8 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due, and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due

required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

- 4.9 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a catastrophic structural collapse emergency except as approved and authorized under this Agreement.

## 5.0 Liability and Indemnity

- 5.1 **Scope:** During operations authorized by this Agreement, Contractor and members of the Statewide Structural Collapse Team shall be agents of the State of Wisconsin for purposes of §895.46(1), Stats. For the purposes of this Article, operations means activities, including travel, directly related to a particular emergency response involving a structural collapse incident by the Statewide Structural Collapse Team. Operations also include advanced training activities provided under this Agreement to members of the Statewide Structural Collapse Team, but does not include travel to and from the training.
- 5.2 **Civil liability exemption; regional emergency response teams and their sponsoring agencies:** Under §895.483(4), Wis. Stats., a regional structural collapse team, a member of such a team, and a local agency, as defined in s. §323.70 (1) (b), that contracts with the division of emergency management in the department of military affairs for the provision of a regional structural collapse team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under §323.72 (1), Stats.
- 5.3 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division, its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

## 6.0 Insurance Provisions

- 6.1 **Public Liability and Property Damage Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit C". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.2 **Automobile Liability:** Contractor and team members shall obtain and keep in effect motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability, bodily injury and property damage insurance mentioned in Subsection 6.1. Minimum coverage limits shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit C". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Division.
- 6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement.

## 7.0 Standard Contract Terms, Conditions and Requirements

- 7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between the Statewide Structural Collapse Team, the State or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 7.2 **Dual Employment:** §16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 7.3 **Employment:** Contractor will not engage the service of any person or persons now

employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.

- 7.4 **Conflict of interest:** Private and non-profit corporations are bound by §180.0831 and §181.225 Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.
- 7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 7.6 **Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the team and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.
- 7.7 **Termination of Agreement:** The Division and/or Contractor may terminate this Agreement at any time **for cause** by delivering one hundred twenty (120) days written notice to the other Party. Upon termination, the Division's liability will be limited to the pro rata cost of the training costs provided under Subsection 4.1 as of the date of termination plus expenses incurred with the prior written approval of the Division. Upon termination, Contractor will refund to the Division within one hundred twenty (120) days of said termination pro rata training payments made hereunder by the Division to the Contractor.

Contractor may terminate this Agreement **at will** by delivering one hundred twenty (120) days written notice to the Division. In the event the Contractor terminates this Agreement for any reason whatsoever, it will refund to the Division within one hundred twenty (120) days of said termination all payments made hereunder by the Division for training costs, under Subsection 4.1, provided to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

The Division may terminate this Agreement **at will** effective upon delivery of written notice to the Contractor, under any of the following conditions:

- (1) If funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training, the Agreement may be modified to accommodate a reduction or increase in funds.
- (2) If federal or state laws, rules, regulations, or guidelines are modified, changed,

or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

(3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Section 5.0 will be limited to events occurring during the term of this Agreement.

7.8 **Cancellation:** The State of Wisconsin reserves that right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this Agreement.

7.9 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for contract performance whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

Contractor shall file with the Department of Military Affairs quarterly reports of purchases of such supplies and services necessary for the implementation of this Agreement.

7.10 **Executed Contract to Constitute Entire Agreement:** The contents of the Agreement including Exhibits and additional terms agreed to, in writing, by the Division and the Contractor shall become a part of the Agreement herein. The written Agreement with referenced parts and attachments shall constitute the entire Agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to, in writing, by the contracting authority.

7.11 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

7.12 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect the work or its conduct.

7.13 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 7.14 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 7.15 **Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control.
- 7.17 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator  
Division of Emergency Management  
DMA Wisconsin  
PO Box 7865  
Madison, WI 53707-7865  
Telephone #: (608) 242-3232  
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of Legal Counsel, WING-LGL  
WI Dept. of Military Affairs  
PO Box 8111  
Madison, WI 53708-8111

- 7.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 7.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor.
- 7.19 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.
- 7.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon one hundred twenty (120) days prior written notice, terminate this contract if funds are not available.

- 7.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 7.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 7.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained any previous correspondence from the Division, it is agreed between the parties that the language in this Agreement shall prevail.

**Approving Signatures:**

**ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)**

Dated this 19<sup>th</sup> day of December, 2014



Brian M. Satula, Division Administrator

On Behalf of the City of Chippewa Falls  
A Municipal Corporation

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

Signature: \_\_\_\_\_

Printed Name: Gregory S. Hoffman

Title: Mayor

Address: City Hall, 30 West Central Street

City/State: Chippewa Falls, WI      Zip: 54729

On Behalf of the City of Chippewa Falls

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

Signature: \_\_\_\_\_

Printed Name: Bridget Givens

Title: City Clerk

Address: City Hall, 30 West Central Street

City/State: Chippewa Falls, WI      Zip: 54729

Signature: \_\_\_\_\_

Printed Name: Lynne Bauer

Title: City Finance Manager/Treasurer

Address: City Hall, 30 West Central Street

City/State: Chippewa Falls, WI      Zip: 54729

On Behalf of the City of Chippewa Falls Fire Department

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

Signature: \_\_\_\_\_

Printed Name: Thomas K. Larson

Title: Fire Chief

Address: 211 Bay Street

City/State: Chippewa Falls, WI      Zip: 54729

Approved as to form:

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

Signature: \_\_\_\_\_

Printed Name: Robert Ferg

Title: City Attorney

Address: City Hall, 30 West Central Street

City/State: Chippewa Falls, WI      Zip: 54729

## Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

**25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

**33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

**34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

**35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**EXHIBIT B**

**EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL  
COLLAPSE TEAM MEMBERS**

**TRAINING COSTS**  
Calendar years 2015 and 2016

**NAME OF CONTRACTOR: City of Chippewa Falls**

**NUMBER OF TEAM MEMBERS PROVIDED: 11**

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**TRAINING COSTS CALCULATED AS:**

Number of team members provided: 11

Required hours of training per annum: 32 hours

Hourly training cost: \$45 per hour

11 X 32 X \$45.00 = \$15,840.00  
(# members) (Training hours) (Hourly cost) Total

**ANNUAL TRAINING COSTS \$15,840.00**

(f)

Restrictions on Class "A" Licenses. (Cr. #93-11) It is the intent of the City Council and purpose of this provision to provide for a high level of supervision and security in the storage and retail sale of intoxicating beverages under a Class A Intoxicating Liquor license and Class A Fermented Malt Beverage license. Purposes include, but are not limited by enumeration, to restrict access of minors, prevent shoplifting, provide for only licensed clerks or those directly under the supervision of the licensee, to supervise checkout areas so that proper identification and age of purchaser is made by sales clerks. Grocery stores, if otherwise properly licensed, may sell such beverages for consumption away from the premises only on the following conditions:

1. Retail sales are contained in a separate secure portion of the facility which has a separate public access door to the outside. There may be only one lockable customer entrance, not to exceed 10 feet in width, between secured portion and the rest of the grocery store. (Am. #98-42)
2. Separate checkout facilities are used in the area specified in 1. above.
3. Properly licensed salespeople only are operating and supervising sales and checkouts.
4. Storage of such beverages, if not in the separate, secured portion itself, may be in another portion of the licensed premises which is not accessible to the public. Such storage must be in a locked, secured area and be accessible only by the licensee or under the licensee's supervision. Any transfer from storage to retail areas must be conducted under the supervision of licensee and in such person's immediate possession.
5. Premises which hold a combination Class "A" (beer) and "Class A" (liquor) license may display and sell alcoholic beverages outside of the secured and separate area if the following restrictions and limitations are met: (Rep. & recr. #08-14)
  - a. Less than 50% of total gross sales from the secured portion and the off-secured portion combined are registered in the off-secured portion. The licensee must maintain a secure portion or area consistent with the ordinance. This secure portion must serve as the primary area for alcohol sales and the majority of alcoholic beverages displayed and sold on the entire premises must be from the secure portion area.
  - b. The primary alcohol sales area, the secure portion, must be locked and secure when alcohol sales are prohibited by ordinance or state law to prevent the public from entering during those hours.
  - c. Coolers used for the sale and/or display of alcoholic beverages which are located outside of the secured area must be securely locked during all hours in which such products are prohibited from sale. Alcoholic beverages not secured in coolers must have notices prominently and unmistakably displayed to notify customers and patrons of prohibited sales times and hours.
  - d. Any alcoholic beverages which are displayed or offered for sale outside of the secured portion may not be located or displayed within 50 feet of any entry or exit door which is used by the public.

- e. Camera and recording equipment is required. All check-out and register areas together with all areas where alcoholic beverages are displayed for sale outside of the secured portion must be monitored by an electronic camera with all activities recorded; and
  - 1. Such equipment must be operational at all times during which the business is open and provide a clear view of the area and the activity within the area with sufficient detail to aid in an investigation; and
  - 2. All digital recordings required under this section shall be retained for a minimum of 21 calendar days. The recordings required hereunder shall be made available to law enforcement at any time.
- f. Cash register system requirements must be met. All cash registers must be set up and in an operational mode which:
  - 1. Prompts employees to check and/or determine the appropriate age of the customer/buyer/procurer during the transaction process;
  - 2. Requires age verification to complete the transaction; and
  - 3. Prevents all underage employees from completing alcohol beverage transactions by requiring a person of legal age to complete the transaction.
- g. Retailers must file a formally documented procedure that includes a progressive discipline procedure for employees that unlawfully sell fermented malt beverages to underage persons. This policy shall be part of the application and taken into consideration by the Council in determining whether or not to grant a license(s).

6.

The following restrictions shall apply to anyone applying for a Class A Fermented Malt Beverage License. (Cr. #2004-11)

- a. Cold beer must be sold out of coolers and coolers must be locked from 9:00 p.m. to 8:00 a.m.
- b. Warm beer cannot be displayed on the sales floor, in bulk or otherwise, but can be sold on request from secure back area of store.
- c. No sales of single or loose container alcoholic beverages are allowed unless from a secure room according to restrictions listed above in subsection 12.03(4)(f).
- d. Only properly licensed salespeople shall operate and supervise sales and checkouts.
- e. Advertising of alcoholic beverages shall be only allowed in the nonsecured portion of the grocery store to the following extent:

1. Weekly grocery newspaper ad with liquor ad included can be posted in-store, one location at front of store and/or these can be available to customers.
2. In-store hand bill with liquor ad may be available for customer pickup at courtesy counter area only.
3. Signs in liquor window adjoining nonsecured area. Limited to neon only without price marque, ie. no pricing information in or on window.
4. Sign in liquor entrance. Limited to one 18" × 36".

f.

Retailer must file a formally documented procedure that includes a progressive discipline procedure for employees that unlawfully sell fermented malt beverages to underage persons. This policy shall be part of the application and taken into consideration by the Council in determining whether or not to grant a Class A fermented malt beverage license.