

**Public Works Committee/**

Tom Rayome, Chairperson
 Ryan Austin, Secretary
 Dennis Polach
 Mayor Blaser

Notice is hereby given of a meeting of the Public Works Committee to be held in the **Council Chambers** at City Hall, 444 West Grand Avenue, Wisconsin Rapids, at **5:00 p.m. on Thursday, September 7th, 2023**. The meeting will be streamed live on the City of Wisconsin Rapids Facebook page and will also be broadcast live on Charter Cable Channel 985 and Solarus HD Cable Channel 3. If a member of the public wishes to access this meeting live via Zoom audio conferencing, you must contact the City Clerk at least 24 hours prior to the start of the meeting to coordinate your access. This meeting is also available after its conclusion on the City's Facebook page and Community Media's YouTube page, which can be accessed at www.wr-cm.org. It is possible that members of the Committee may appear remotely via video or audioconferencing for this meeting.

Agenda

1. Call to order
2. Review Engineering & Street Department Monthly Activity Report.
3. Review and consider an ordinance adding parking on the north side of Baker St between 5th St N and 8th St N.
4. Review and consider ordinance changes for the restricted parking on Prospect St and 11th St N at Immanuel Lutheran School.
5. Review and consider approving the State / Municipal Agreement for a Carbon Reduction Program Project for WI Rapids Rail Crossing Optimization (project number 6999-11-86).
6. Discuss compost site operations and expectations.
7. Consider a preliminary resolution for public work and improvements on Wylie Street between 10th St N and 12th St N proposed for construction in 2024.
8. Review eligible projects for the WI DOT's STP-U Applications.
9. Review and consider Amendment No. 3 to MSA's service contract for the Signal Infrastructure Upgrades for intersections along: W Riverview Expressway at Chase St, W Grand Ave and High St.
10. Review Referral List
11. Set Next Meeting Date
12. Adjourn

Tom Rayome, Chairperson

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The City of Wisconsin Rapids encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk's office at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. Call the clerk at (715) 421-8200 to request accommodations.



PUBLIC WORKS DEPARTMENT

1411 CHASE STREET
WISCONSIN RAPIDS, WI 54495
(715) 421-8218 FAX (715) 421-8281

AUGUST 2023

Refuse and Recycling

- Garbage Collection estimate 549 tons, 486 tons in 2022
- Recycling Collection estimate 96.99 tons, 107 tons in 2022

Construction

Oak Street (East Jackson Street – 16th ST N)

-
- Installed 120' of 12" Sanitary
- Installed 40' of 8" Sanitary
- 1 – Sanitary manholes
- 1 Storm manhole
- 4 – catch basins and leads
- Installed 100' of 12" Watermain
- Installed 60' of 8" Watermain
- Backfilled curb from 12th – 16th
- Shaped 16th Street intersection for pavement
- Installed permanent pavement marking from 8th – 12th, installed traffic control signs from 8th – 12th and opened to traffic

9th Ave (High Street – Fremont)

- Removed existing pavement, curb and gutter, sidewalk and black dirt from 2 city blocks
- Installed 550' of 8" Sanitary
- 1 – Sanitary manholes
- 17– 4" or 6" services
- 1 Storm manhole
- Installed 550' of 6" Watermain

Shorewood Terrace (1st Street North – Dead End)

- Removed existing pavement, curb and gutter, sidewalk and black dirt from 400' of the project
- Installed 368' of 8" Sanitary
- 3 – Sanitary manholes
- 7 – 4" or 6" services
- 1 Storm manhole
- Installed 423' of 6" Watermain

Streets Maintenance

- Monthly brush pickup
- Mowed road right of way
- Rebuilt catch multiple catch basins that had ring failures or complete failures
- String trimmed weeds around light poles or street signs in Road Right of Way
- Poured curb for WWLC on Hydrant repairs or watermain breaks
- Track Maintenance on East Commerce rail spur
- Concrete panel repairs on East Riverview Expressway
- Sanitary repair at 8th and Baker Street
- Sidewalk and Curb repair at 13th Street north
- Assisted Parks with Tree removal from Right of Way and Shorewood Terrace Construction project
- Cleaned up blown down trees from windstorm
- Assisted with additional seeding at future Dog Park
- Chip seal East of STH 54 north of Woodlands Business Park 150,000 sward yds of roadway, 1900 tons of chips and 57,000 gallons of oil completed approximately 7.4 miles of roadway
- Started restoration of sidewalk maintenance area
- Assisted Kafka Construction in grinding the brush at the Westside Compost site

Paint and Signs

- Replace seasonal banners
- Painted parking stalls in Downtown business areas
- Painted Crosswalks in Downtown business area, around schools and churches
- Painted white edge line throughout the city
- Started painting Centerline throughout the city
- Made signs for Wood County Highway

Shop and Repairs

- Routine service work fleet trucks
- Service Police and Fire's fleet
- Replaced bushings and rods on Single Axle underbody snow plow
- Transmission seal replacement on Single Axle Truck
- Repaired and replaced radiator on snow blower for loader
- Hydraulic pump on Garbage Truck
- Replaced Hydraulic lift cylinder on tandem axle truck
- Replacing radiator and after cooler on sidewalk tractor



ENGINEERING DEPARTMENT
444 West Grand Avenue
Wisconsin Rapids, WI 54495-2780
 Engineering (715) 421-8205 FAX (715) 421-8291

ENGINEERING DEPARTMENT Monthly Activity Report

August 2023

Permits & Degradation

- 33 Permits/Licenses (16 last month) for asphalt paving (2), driveway grades/concrete pour inspections (8), storm water (1), excavating (14), Street Privilege (0), storm connection (0), permit parking (5), banner (0), environmental testing well (0), contractor licenses (3)
 - This year – 169 permits & licenses
- 170 Diggers Locates for Storm Sewer & Sanitary Sewer (111 last month)
 - 5 Emergency locates
- Degradation fees - this year = \$42,738.12
 - This month = \$6,375.60 (\$2,550.24 last month)

Traffic

- Stop Sign / Yield Sign Requests
 - 5th St and Strodman Ave – Concerns about uncontrolled intersection. Study requested on May 24th, 2023. Traffic counters were set out June 15th and moved on June 21st.
- Traffic Study
 - Request to allow right turn no stop for westbound traffic on Two Mile Ave at 1st St S. Some preliminary research has been done to gather guidance documents. A traffic study has been completed.
 - Traffic volume counts were collected for Kingston Rd and supplied to the Office of the Commissioner of Railroads for their review.
- Vision Issues
 - 14th St N and Avon St – complete
 - Mead and 3rd St – complete
 - Sampson St and Taylor Ave – property owners are (or have) addressed.
- ITS Standalone Signal Grant
 - ITS Standalone Signal Grant – Chase St and High St was awarded to the City.
 - 2023 Project
 - Material/equipment supplies are creating some challenges and schedule creation is pending. However, we heard from Tapco that equipment should be in at the end of June. Scheduling for the project should be forthcoming.
- Signal complaints



- Riverview Expressway having to stop at every intersection. Travel time tests are being prepared to evaluate the timings.
 - We are also expecting to reinstate flash conditions on certain signals during the overnight hours. This change is planned for mid September.
 - FYA request for WB left traffic on Expressway at Plover Road
 - Signal adjustments requested at 8th St and Expressway for NB lefts
 - A request for traffic signals at 16th St S and Expressway to switch quicker for vehicles heading north and south on 16th St S AND for the green to stay on longer.
 - Request to make 3rd St / Market St / Jackson St intersection an all-way stop.
 - STH 54 & CTH W – too few cars can get through (9/20/2022)
- Signal Equipment
 - Spare cabinet is ordered and is expected to arrive in September or October.

Project Designs/Construction underway:

Maintenance Projects

- Sidewalk and Curb & Gutter Maintenance – Potrykus Construction completed sidewalk maintenance on 8/29.

2023 Reconstruction Projects

- 2023 Contracts
 - Sewer Lining Contract – Work is proposed to start mid-September with cleaning and televising. Lining should be complete by end of October. Contract was awarded to Insituform Technologies. Engineering Dept. is working with Contractor to get contract documents signed and ensure proper insurance and bonding is in place prior to commencing work.

Reconstruction Projects

- Preliminary Survey for 2024 and 2025 Projects
 - Lincoln St (Expressway to Peach St) – 100%
 - Wylie St (8th St N to 10th St N) – 100%
 - Extension 10th St N to 12th St N – scheduled for first half of September
 - 14th Ave N (W Grand Ave to Fremont St) – 100%
 - McKinley St (8th Ave to 14th Ave) – 100%
 - E Jackson St (Jackson St Bridge to E Grand Ave) – 0% -scheduled for September and October
- Design for future Projects
 - 9th St S (Peach St to Chestnut St) – 70%



ENGINEERING DEPARTMENT
444 West Grand Avenue
Wisconsin Rapids, WI 54495-2780
Engineering (715) 421-8205 FAX (715) 421-8291

- Lincoln St (Expressway to Peach St) – 30%
 - ROW Plat is in progress
- Wylie St (8th St N to 10th St N) – 80%; (10th to 12th St) – 0%
- 14th Ave N (W Grand Ave to Fremont St) – 20%
- E Jackson St – 0%
- Construction of 2023 Projects
 - Shorewood T.
 - Project Walk-Thru Meeting for Shorewood Terrace was held on August 23rd onsite.
 - Work started on Shorewood T on August 24th.
 - Oak St
 - 8th St to 12th St was complete and open before school started on 8/30
 - Final work is occurring from 12th to 16th St with 16th St intersection opening up by 9/1
 - 9th Ave
 - Curb and gutter installation occurred the week of 8/28

Projects Involving Grants

- 8th St S and Wood Ave - Highway safety Improvement Grant (HSIP).
 - Design will commence in 2024 with construction proposed in 2025
- Grand Ave Bridge Rehabilitation
 - The DOT has completed their review of the deck of the Grand Ave Bridge and concluded the deck is not in need of repair at this time.

Storm Water Utility

- One Mile Cr. – All easements for the project are now secured.
 - Dredging Permit – The DNR expects to issue the low hazard exemption permit in September.
 - Dam Permit – DNR Review staff have been unable to get to the review, but are continuing to update us on the latest review schedule. Their review is expected any day.

Capital Improvement Planning – Approved CIP can be viewed here.

<https://tinyurl.com/2dvmhdtv>

Other Highlights

- Rail Feasibility Study –
 - State / Municipal Agreement for grant is ready for signature in September.



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- Origin / destination study is being coordinated to determine routes of traffic to aid in sign placement and text on the signs.



Public Works Committee

Date of Original Request: 8/28/23

Requestor: Joe Eichsteadt, City Engineer

Request/Referral:

Review and consider modifying parking ordinance to allow parking on both sides of Baker Street between 5th Street and 7th Street.

Background information:

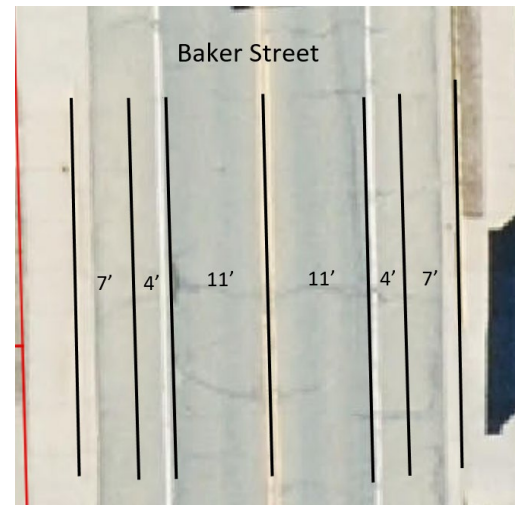
Baker Street is a 44-foot wide standard arterial with two travel lanes and two bike lanes. In July of 2022, the Public Works Committee approved parking on both sides of Baker Street from 5th Street to 7th Street. Unfortunately, the ordinance was not included with the Council packet and was not officially adopted. Attached is the ordinance resolution.

With Council approval on September 19th, parking signs and pavement marking will be accomplished within

Action you are requesting the committee take:

Consider approval of the draft ordinance changes.

How will the item be financed?



ORDINANCE NO. MC_____

A GENERAL ORDINANCE OF THE CITY OF WISCONSIN RAPIDS AMENDING SECTION 27.13(1)(a)(2)(b) OF THE MUNICIPAL CODE. SAID ORDINANCE REVISES PARKING REGULATIONS ON BAKER STREET

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF WISCONSIN RAPIDS DOES ORDAIN AS FOLLOWS:

SECTION I Section 27.13(1)(a)(2)(b) of the Wisconsin Rapids Municipal Code shall hereby be amended to read as follows:

27.13 PARKING REGULATIONS

- (1) No Parking.
 - (a) Parking Prohibited at all Times
 - (2) Streets beginning with the letter "B":
 - (b) Baker Street, both sides, from ~~Market Street to 17th Street North~~
75' west of 8th Street North to 17th Street North

SECTION II All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION III This ordinance shall take effect upon passage and publication.

Shane E. Blaser, Mayor

Jennifer M. Gossick, City Clerk

PASSED:
APPROVED:
PUBLISHED:



Public Works Committee

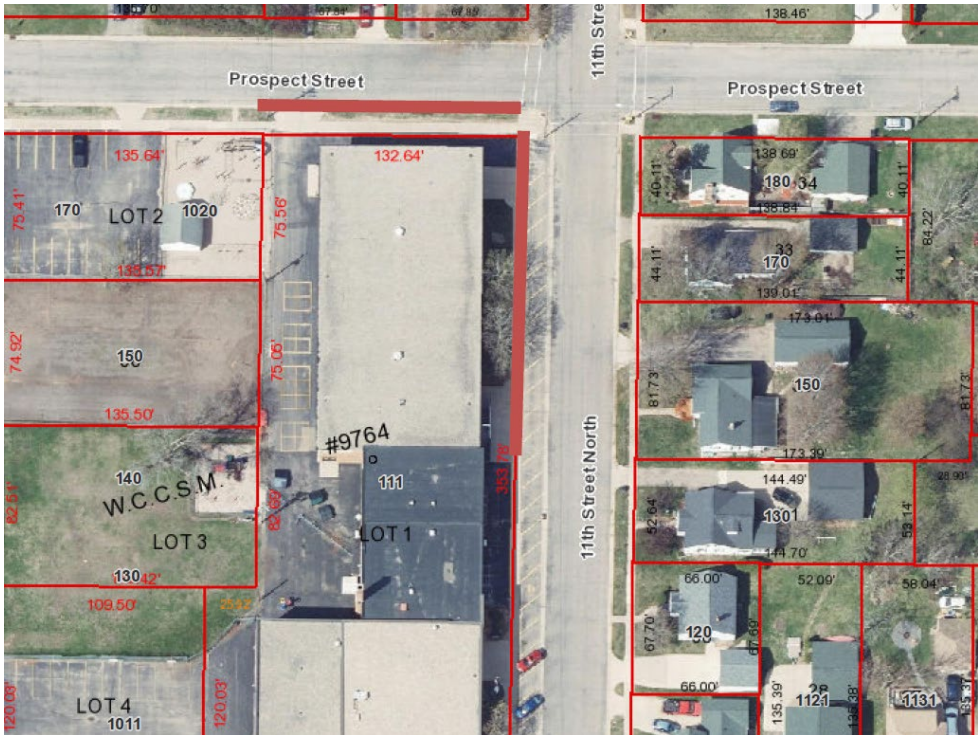
Date of Request: 8/28/23

Requestor: Joe Eichsteadt, City Engineer

Request/Referral: Consider an ordinance for parking restrictions on Prospect St and 11th St N at Immanuel Lutheran School.

Background information: Existing parking restrictions around Immanuel Lutheran School require some slight modifications to the bus zone loading and unloading on both Prospect St and 11th St N.

No Parking Areas for Bus Loading and Unloading



Existing Signage





(e) Parking Prohibited During Certain Periods Except for Authorized Vehicles. No person shall park or leave standing, any vehicle upon any of the following streets or parts of street at times indicated, except authorized vehicles, or by authorized permit issued by the City of Wisconsin Rapids, or by an official traffic control sign.

(6) 11th Street North, the west side, from ~~185~~ 117 feet north of Oak Street to Prospect Street, between 7:00 a.m. and ~~4:00 p.m.~~ 4:30 p.m., on school days, except school bus loading

20) Prospect Street, the south side, from 11th Street North to ~~160~~ 147 feet west of 11th Street North, from ~~7:00 a.m.~~ 7:30 a.m. to ~~4:00 p.m.~~ 9:00 a.m. and from ~~3:00 p.m.~~ 4:30 p.m., on school days, except school bus loading (MC#621)

Options available:

Action you are requesting the committee take: approve the draft ordinance.

How will the item be financed? N/A

ORDINANCE NO. MC_____

A GENERAL ORDINANCE OF THE CITY OF WISCONSIN RAPIDS AMENDING SECTION 27.13(1)(e) OF THE MUNICIPAL CODE. SAID ORDINANCE REVISES PARKING REGULATIONS ON PROSPECT STREET AND 11TH STREET NORTH.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF WISCONSIN RAPIDS DOES ORDAIN AS FOLLOWS:

SECTION I Section 27.13(1)(e) of the Wisconsin Rapids Municipal Code shall hereby be amended to read as follows:

27.13 PARKING REGULATIONS

(1) No Parking.

(e) Parking Prohibited During Certain Periods Except for Authorized Vehicles. No person shall park or leave standing, any vehicle upon any of the following streets or parts of street at times indicated, except authorized vehicles, or by authorized permit issued by the City of Wisconsin Rapids, or by an official traffic control sign.

(6) 11th Street North, the west side, from ~~185~~ 447 feet north of Oak Street to Prospect Street, between 7:00 a.m. and ~~4:00~~ 4:30 p.m., on school days, except school bus loading

(20) Prospect Street, the south side, from 11th Street North to ~~160~~ 447 feet west of 11th Street North, from ~~7:00 a.m. to 4:00 p.m.~~ 7:30 a.m. to 9:00 a.m. and from ~~3:00 p.m. to 4:30 p.m.~~, on school days, except school bus loading

SECTION II All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION III This ordinance shall take effect upon passage and publication.

Shane E. Blaser, Mayor

Jennifer M. Gossick, City Clerk

PASSED:
APPROVED:
PUBLISHED:



Public Works Committee

Date of Request: 8/31/23

Requestor: Joe Eichsteadt, City Engineer

Request/Referral: Review and consider approving the State / Municipal Agreement for a Carbon Reduction Program Project for WI Rapids Rail Crossing Optimization (project number 6999-11-86).

Background information: The DOT's grant was approved for the rail crossing signage for vehicle optimization and the attached State / Municipal Agreement (SMA) documents the arrangement and funding for the project. As a reminder the grant is 80 % State (\$438,400) / 20 % City (\$109,600) and is structured as a reimbursement back to the City. The cost is proposed in the 2024 Public Works Construction Fund. Additionally, the SMA is set up as a purchase order only as the equipment and technology is proprietary.

LinqThingz is the solution provider for the signage and technology for this solution. Their proposed timeline to install and have the solution operational is about 3 to 4 months.

Options available:

Action you are requesting the committee take: approve the State / Municipal Agreement for the Rail Crossing Optimization project.

How will the item be financed? 2024 Public Works Construction Fund



Division of Transportation
System Development
North Central Region
510 North Hanson Lake Road
Rhineland WI 54501

Tony Evers, Governor
Craig Thompson, Secretary
Internet: www.dot.wisconsin.gov

Telephone: (715) 365.3490
Facsimile (FAX): (715) 365.5780

E-mail: ncr.dtsd@dot.wi.gov

August 29, 2023

Joe Eichsteadt
City Engineer
City of Wisconsin Rapids
444 W. Grand Avenue
Wisconsin Rapids, WI 54495

Mr. Eichsteadt,

Enclosed for signature is the project agreement for the following project that has approved funds in the BIL SFY 2023 Program.

Project ID: 6999-11-86
WI Rapids Rail Xing Optimization
Various Street Locations
Wood County

Please sign and return one (1) copy of the agreement. Electronic signatures are acceptable. Return the copy of the agreement by mail or email to the Department with signatures prior to **Friday, September 18, 2023**, at this address:

North Central Region
Attn: Jordan Kelbley or jordan.kelbley@dot.wi.gov
1681 2nd Avenue South
Wisconsin Rapids, WI 54495

Note the cost ratios for each project phase and any federal/state funding limits which may exist. The Municipality is responsible for the entire cost for non-participating items as well as any costs which exceed the funding limits, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal-state – funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (715) 421-8041 or email jordan.kelbley@dot.wi.gov.

Sincerely,

Jordan Kelbley

Jordan Kelbley, PE
Planning Supervisor – NC Region



**STATE/MUNICIPAL AGREEMENT
FOR A CARBON REDUCTION
PROGRAM PROJECT**

**Program Name: Carbon Reduction
Program (CRP)
Sub-program #: 206
Cycle: FFY23**

Date: **August 29, 2023**

I.D.: **6999-11-86**

WisDOT UEI#: **CBE4JHP1S8H7**

Project Sponsor UEI#: **TBD**

Project Title: **WI Rapids Rail Xing Optimization**

Location/Limits: **Various Street Locations**

Project Length: **N/A**

Project Sponsor: **City of Wisconsin Rapids**

County: **Wood County**

The signatory, the **City of Wisconsin Rapids**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Authority for the State to enter into this agreement is 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), and implementing federal requirements in the Code of Federal Regulations to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature’s Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation’s plan to appropriate federal aid.

Authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by s. 66.0301(2), Wis. Stats.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Roadway/Equipment - Describe and give reason for request: The City of Wisconsin Rapids has seen frequent delays occur at rail crossings at West Grand Avenue/ State Trunk Highway 13, Chase Street, 17th Avenue South, Gaynor Avenue, and High Street due to slow moving or stopped trains. The total AADT at rail crossings on the west side of the city is 26000 vehicles. The rail blockages at crossings affect an average of 230,000 vehicles per year and cause an average of 21,000 hours of delays per year. Vehicles idling at the rail crossing during stoppages produce an estimated 440 tons of CO2 per year.

Proposed Improvement - Nature of work: To address this issue the city is proposing to install a network of rail traffic sensors to detect incoming trains and suggest alternative routes to drivers via changeable message signs. This system will reduce vehicle delays, which will reduce carbon emissions.

The Project Sponsor agrees to the following project funding conditions:

All Project Sponsors and processes, including environmental documentation, must comply with *A Sponsor’s Guide to Non-Traditional Transportation Project Implementation* (Sponsor’s Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$438,400** for all federally-funded project phases when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the federal funding maximum, in accordance with CRP guidelines. Non-participating costs are

100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2024**. Sunset Date: **June 30, 2029**

Sunset Date is determined based on the date a project is scheduled to be authorized. All projects must be completed by **06/30/2029**.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 6999-11-86 Construction					
Participating Construction	\$548,000	\$438,400	80%	\$109,600	20%
Non-Participating Construction	\$0	\$ 0	0%	\$0	100%
<i>Project Total</i>	<i>\$548,000</i>	<i>\$438,400</i>		<i>\$109,600</i>	
Total Est. Cost Distribution	\$548,000	\$438,400	MAX	\$109,600	BAL.

*This project has a CRP federal funding maximum of **\$438,400**. This maximum is cumulative for all federally funded project phases. Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3–9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: City of Wisconsin Rapids	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State	
Name (print)	Title
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Federal and state legal requirements that govern the CRP Program, including but not limited to [23 USC, Section 175](#) to the extent authorized by the Resolution approved on February 15, 2023, by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - b. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind. (ROW projects to improve traffic flow may not allow for the construction of new capacity.
 - b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, and staking)
 - c. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - d. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.

- e. State Review Services.
6. Project items purchased with federal funding are for the primary use of the CRP project.
 7. State Disbursements:
 - a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities. (ROW projects to improve traffic flow may not allow for the construction of new capacity)
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Preliminary Engineering.
9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to 23 U.S.C. [Section 175](#) to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR Part 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The improvement will be completed in conformance with the e standards in this agreement unless an exception to standards is granted by the State in writing prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.

12. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
13. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
14. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
15. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
16. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
17. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
18. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and its auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
19. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor 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 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 Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
20. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor 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.
21. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism, or other cause.

22. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement. (ROW Projects must not include construction of new capacity)
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

23. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

24. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of

patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

25. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered

Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

26. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
27. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
28. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
29. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

30. *Non-Appropriation of Fund:* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
31. *Maintenance of Records:* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

32. The Project Sponsor agrees to the following Federal Fiscal Year 2023 CRP project funding conditions:
 - a. ID 6999-11-86 Construction:
 - i. Costs for Purchase of railroad traffic sensors and equipment to notify the public are funded with 80% federal funding up to a **\$438,400** funding limit when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$438,400** federal funding limit. These costs are subject to the cumulative project federal funding cap.
 - ii. Non-participating costs for installation are funded 100% by the Project Sponsor.
 - b. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 2 of this agreement, whichever is less. The project federal funding maximum of **\$438,400** is cumulative for all federal funded project phases.



PUBLIC WORKS DEPARTMENT

1411 CHASE STREET
WISCONSIN RAPIDS, WI 54495
(715) 421-8218 FAX (715) 421-8281

Requestors Name:

Paul Vollert, Public Works Superintendent

Referral Language:

Review and Consider compost site operations and expectations.

Background Information:

The City of Wisconsin Rapids operates compost site's on both the East and Westside. The compost sites receive 10,000cy – 15,000cy of compost annually. The Public Works Dept. annually budgets \$140,000 of labor and equipment rental to maintain these sites and screen and produce compost. Over the past few years there has been an increase demand from vendors looking to purchase unscreened compost. If the committee wishes it could be an opportunity to reduce some costs and free up some labor for other activities. Attached is Section 7.14 for review:

Section 7.14 Compost site regulations.

- 1. The City may maintain compost sites for yard waste drop off. No bags or reusable containers may be disposed of at the compost site, other than plastic bags which may be deposited in the containers marked for same. Compost sites are for City residents, and for other persons who live in a municipality who has an agreement with the City to provide compost services to that municipality, for a fee.*
- 2. Persons transporting yard waste shall cover or otherwise contain the waste in such a manner as to prevent scattering or dumping of yard waste in transport.*
- 3. The hours of operation of the compost site shall be published by the Department of Public Works.*
- 4. Composted material may be available for City residents' use.*
- 5. Yard waste from commercial operations is prohibited, except as may be allowed with a permit approved by the Department of Public Works.*
- 6. Home composting is encouraged by the city. Bins, compost piles, etc., shall be located in a rear yard, screened from the view of neighbors' living areas, and maintained in a clean odor-free condition.*

7. No compost materials shall be deposited at the compost drop-off sites or outside of the facility fence and/or gates except in the areas and/or containers designated for compost. Persons depositing unauthorized material or material in areas not specifically designated for compost material shall be subject to the penalties as provided in this ordinance.

Recommendation:

1. Continue to operate Compost sites as they have been operated.
2. Send out a request for proposals from local vendors to see if they are willing to guarantee a price and a desired quantity to purchase and get rid of the entire quantity of compost.
3. Retain 1000cy-3,000cy of unscreened compost to be screened and made available for compost site users, and send out request for proposals from local vendors to sell the remaining quantity.

If financing is needed, how will it be financed?

No additional financing is needed.



Public Works Committee

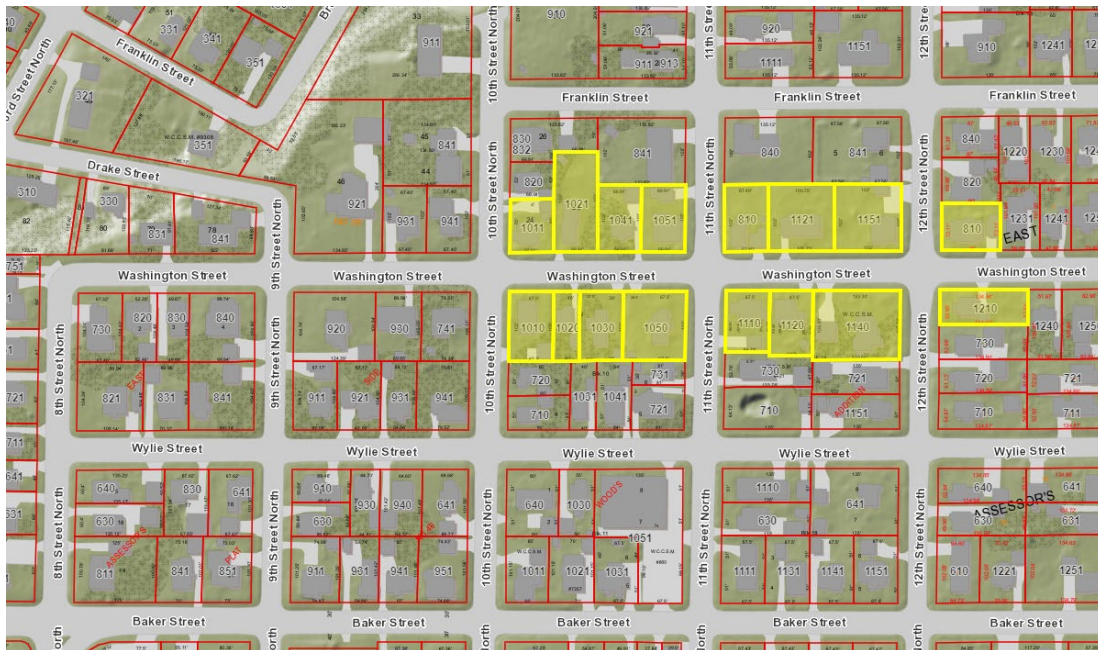
Date of Request: 8/25/23

Requestor: Joe Eichsteadt, City Engineer

Request/Referral: Consider a preliminary resolution for public work and improvements on Wylie Street between 10th St N and 12th St N for construction in 2024.

Background information:

This preliminary resolution is a two-block addition to the 2022 resolution for Wylie St (8th St to 10th St). The two-block extension from 10th St to 12th St was added into the latest version of the Capital Improvement Plan due largely to improve sanitary sewer grades, but water main and street condition are also in need of replacement and improvement.



Preliminary resolutions are an authorization to notice the public of an upcoming improvement as well as a milestone to begin survey work on upcoming projects.

Options available: Consider approving the preliminary resolution for public improvements

Action you are requesting the committee take: approve the preliminary resolution for public improvements.

How will the item be financed? 2024 Public Works Construction Fund.

Resolution #_____(2023)

Initial Resolution Regarding the Common Council's Intent to Perform Public Work and Improvements

IT IS HEREBY RESOLVED by the Wisconsin Rapids Common Council:

1. The Common Council declares its intention to perform public work and improvements as described below:

Reconstruction of Wylie Street, between 10th Street North and 12th Street North; including permanent street surfacing, sidewalk, concrete driveway approach, curb & gutter, storm sewer, sanitary sewer, water main and associated service lines.

The property to be impacted is within the following project area:

Property bordering the following roadways with the following parcel numbers: Wylie Street, between 10th Street North and 12th Street North; 3407111, 3407106, 3407105, 3407089, 3407088, 3407081, 3407080, 3405870, 3405863, 3405574, 3405573, 3405572, 3405571, 3405552, 3405551, 3405550.

2. The Common Council determines that the above improvements are for the health, safety, and general welfare of the City and its citizens.
3. The Common Council does approve of the scope of the project and authorizes the City to proceed with these improvements upon passage of this Resolution.
4. The City Engineer shall cause notice of this Resolution to be given stating the nature of the proposed improvements and the general boundary lines of the proposed project area.
5. This Resolution shall take effect immediately upon passage.

Adopted this _____ day of September, 2023.

Shane E. Blaser, Mayor

Jennifer M. Gossick, City Clerk



Public Works Committee

Date of Request: 8/28/23

Requestor: Joe Eichsteadt, City Engineer

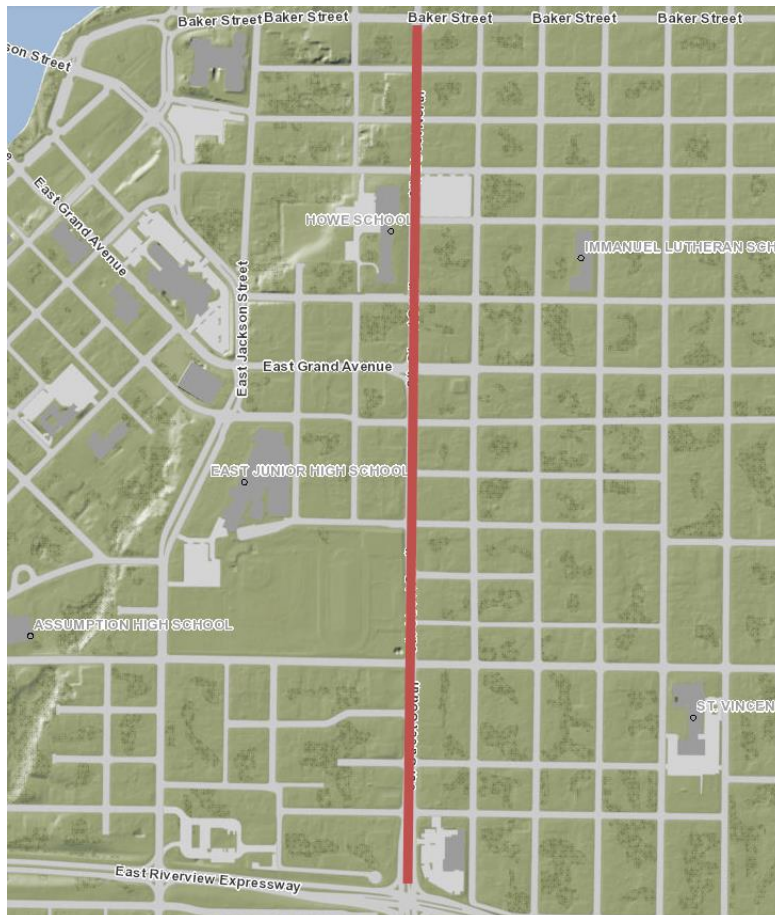
Request/Referral: Review eligible projects for the WI DOT's STP-U Applications

Background information: STP-U program runs on a 2-year cycle and the next round of applications are due October 27th. In the 2021 application period, the City applied for 3 projects, none of which were funded: 8th St (Expressway to Baker St), Baker St (8th St N to 18th St N), E Jackson St (Jackson St Bridge to E Grand Ave).

The proposed projects for this year include:

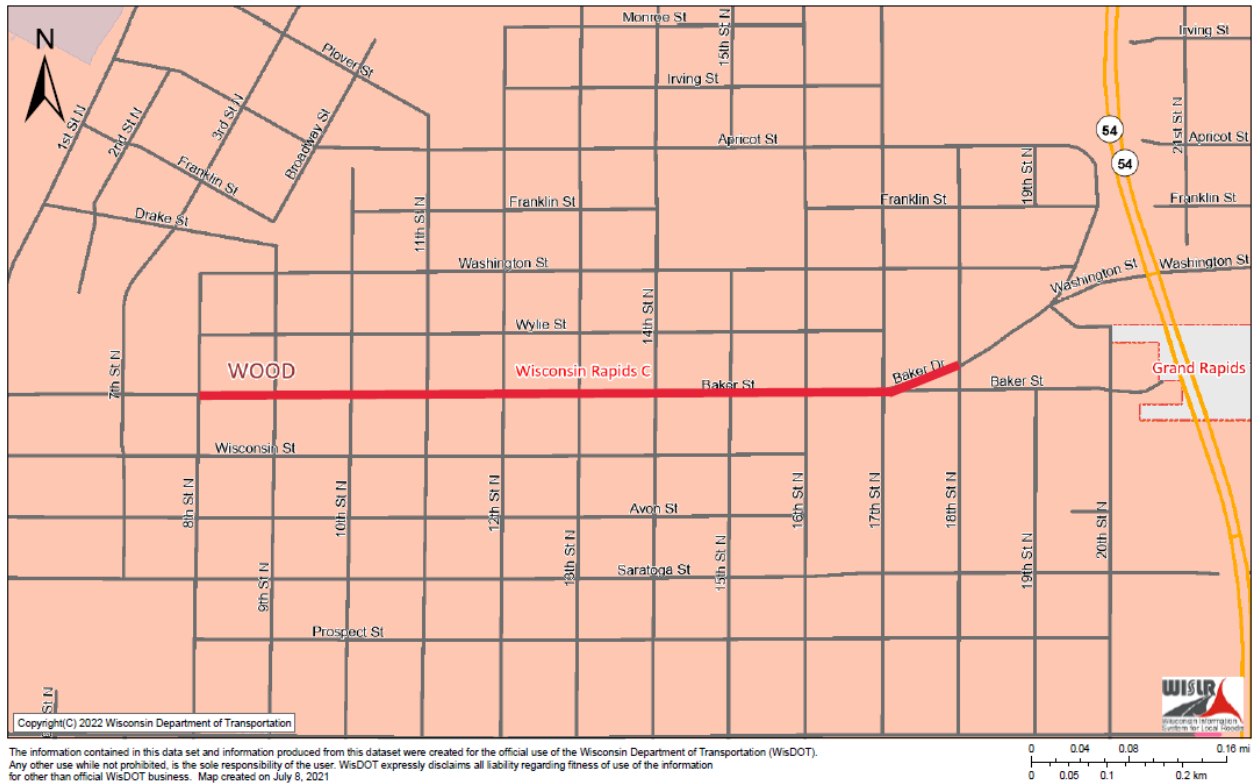
1. 8th St (Expressway to Baker St)
2. Baker St (8th St N to 18th St N)

8th ST





Baker St



Note: STP-U projects must be classified streets, collector and above, and not be connecting highway.

The applications are submitted with rankings of each project based upon the City's priority. In addition, the urbanized group votes on a prioritization of the projects as well.

Options available: Consider rankings of the projects as well as other potential projects.

Action you are requesting the committee take: no action is requested.

How will the item be financed? N/A



Public Works Committee

Date of Request: 8/28/23

Requestor: Joe Eichstadt, City Engineer

Request/Referral: Review and consider Amendment No. 3 to MSA's service contract for the Signal Infrastructure Upgrades for intersections along: W Riverview Expressway at Chase St, W Grand Ave and High St.

Background information:

The City applied for the DOT's grant for signal upgrades (90/10 cost share) and was approved, originally, for improvements at Chase St, Grand Ave, and High St along the Expressway. Original bid efforts didn't produce any bidders. A second round of bidding identified pricing well beyond grant efforts so the DOT allowed the City to modify the scope of the project limiting the work to just Grand Ave. A 3rd round of bidding was done with successful results. This project is proposed to start within weeks. The City has since reapplied for funding for the Chase St and High St improvements and was successful in those efforts.

Amendment No. 3 - \$44,511

- Prepare the Chase St and High St designs into a biddable plan set.
- Inclusion of preemption testing and reporting, which is a new requirement from the Office of the Commissioner of Railroads.
- Modifications to construction services since the original construction services were expected to occur while the W Jackson St project was taking place.

Amendments No.1 and No. 2 background

CA#1: Modification of the project plans to account for work done by Jackson Street Project contractor and remaining work that will be done after the Jackson Street STP project is complete.

CA#2: Advertisement and Red-lining of Riverview Expressway and Grand Ave Intersection

Options available: Consider approving the preliminary resolution for public improvements

Action you are requesting the committee take: approve the preliminary resolution for public improvements.

How will the item be financed? 2024 Public Works Construction Fund.



**Amendment
No. 03**

**To: City of Wisconsin Rapids
Joe Eichsteadt, PE
444 W. Grand Avenue
Wisconsin Rapids, WI 54494**

Date of Issuance: 7/28/2023

MSA Project No.: 06343049

This is an amendment to the Agreement dated February 28, 2022 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: SIGNAL INFRASTRUCTURE UPGRADES FOR INTERSECTIONS ALONG:
W. Riverview Expressway: Chase Street, W. Grand Avenue and High Street

The project scope has changed due to: To rebid the project and modify plans and specifications to focus work only at the Grand Avenue Intersection.

The scope of the work authorized is: Attachment B

The schedule to perform the work is: Approximate Start Date: 7/15/2023
Approximate Completion Date: 8/30/2024

The estimated fee for the work: \$44,511

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF WISCONSIN RAPIDS

MSA PROFESSIONAL SERVICES, INC.

Shane E. Blaser
Mayor
Date: _____

Brian G. Huibregtse, P.E., PTOE
Team Leader
Date: 7/28/2023

444 W. Grand Avenue
Wisconsin Rapids, WI 54494
Phone: (715) 421-8200

1702 Pankratz Street
Madison, WI 53704
Phone: (608) 242-7779

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 85 – \$140/hr.
Architects	\$ 70 – \$205/hr.
Community Development Specialists	\$140 – \$175/hr.
Digital Design	\$165 – \$180/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$170/hr.
Geographic Information Systems (GIS)	\$ 90 – \$175/hr.
Housing Administration	\$ 90 – \$160/hr.
Inspectors/Zoning Administrators	\$100 – \$120/hr.
IT Support	\$165 – \$180/hr.
Land Surveying	\$ 90 – \$175/hr.
Landscape Designers & Architects	\$ 70 – \$205/hr.
Planners	\$ 95 – \$160/hr.
Principals	\$200 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$140 – \$175/hr.
Project Managers	\$145 – \$220/hr.
Real Estate Professionals	\$130 – \$145/hr.
Staff Engineers	\$ 70 – \$130/hr.
Technicians	\$ 90 – \$140/hr.
Wastewater Treatment Plant Operator	\$ 85 – \$105/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour
Dini Laser Level	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2023.

Amendment No. 3
SCOPE OF SERVICES FOR
SIGNAL INFRASTRUCTURE
UPGRADES FOR INTERSECTIONS ALONG: W. Riverview
Expressway: Chase Street, W. Grand Avenue and High Street

PROJECT SUMMARY W. GRAND AVE IMPROVEMENT

The below scope of work summarizes construction observations for the Grand Ave Intersection improvement project now that it is a standalone project. The scope also adds Mead & Hunt to assist with railroad preemption and Annual Railroad Inspections.

DESIGN SERVICES - W. GRAND AVENUE

Plans, Specifications and Cost Estimates

The following are assumptions included as part of this scope:

- The construction window for completion of the project will extend from the May 1, 2023 to December 31, 2023.

Railroad Preemption Implementation & Documentation

Staff from Mead & Hunt and MSA will assist with Railroad PreEmptions Implementation. Replacing CBS2 from original contract. See attached Mead & Hunt Scope for details. Work generally includes:

- Onsite when final implementation cut-over occurs
- Programming recommendation from traffic signal controller and coordination with CN
- Provide City with final documentation regarding final Preemption system programing
- Joint Annual Railroad Inspections (OCR Required) at Chase Street (Crossing ID 392719E) , Grand Avenue (Crossing ID 392720Y), High Street (Crossing ID 392723U)

Construction Services

The below section has been modified from the original contract due to Grand Ave being a standalone project and that construction staff will not be onsite as part of the W. Jackson Street Reconstruction Project.

Construction Observation

- Furnish a Construction Observer to observe the progress and quality of the contractor's work on the project. Duties and responsibilities of the CO include:
 - Assist in communication between engineer, contractor, and City, especially when additional information, interpretation, or clarification is needed regarding existing conditions or contract documents.
 - Conduct on-site observations of contractor's work in progress to assist engineer in determining if the work is, in general, proceeding in accordance with the contract documents.
 - Verify that necessary tests, equipment, and systems start-ups are conducted and documented appropriately.
 - Maintain orderly files and prepare a daily report recording contractor's hours and activities at the site.
 - Review applications for payment with regard to work completed, and materials and equipment delivered at the site.
 - Participate in visits to the project to determine punch list items, and readiness for Substantial Completion and Final Completion.
- Construction staking by MSA is not included and assumed to be completed by the contractor.

- The estimated fee for services is based on 10 days of construction observation for four (4) hours per day at the site.

Project Schedule (UPDATED)

Final Design	October 21, 2022
Construction	Fall/Winter of 2023

PROJECT SUMMARY – CHASE ST & HIGH ST IMPROVEMENT

The below scope of work includes updating the Chase St and High St plans to be a standalone project, combining the plan set and bid package, bidding (one attempt) and construction administration and observation.

Design Services

- Breaking out already completed Signal Modification plans at Chase Street and High Street into a plan set that includes both intersection.
- Addition of recommended 'blank out' signs to the signals.
- Modification to plans to account for a 2024 construction and W. Jackson Street being open during construction

Meetings

MSA will also hold a final review meeting to discuss any final comments and/or changes since 2022 design plan and prior to project bidding. A public involvement meeting is not anticipated, nor is included as part of this proposal.

Field Work and Data Collection

No new field work or data collection is included.

Plans, Specifications and Cost Estimates

The plans will include a title sheet; general notes; construction details; removal plans for existing signal equipment being replaced; proposed sequence of operations charts implementing the new railroad preemption; cable routing sheets for rewired signals; and traffic control plans.

- Rewiring of signals assume once existing wire is removed, the existing conduit is in adequate condition to reuse.
- The proposal assumes all existing signal equipment, including traffic signal controller cabinets are either within existing right of way or easements, which permits access and any necessary work to be completed. Establishment of existing right of way from title searches or field survey, acquisition, platting, or related work is not anticipated nor included.

It is assumed that temporary signals are not included and that the west approach of both High Street and Chase Street will be closed when signal is 'dark'.

Updated plans will generally follow WisDOT standard bid items and details; however, the specs will also include non-standard items such as the traffic signal controller and the vehicle detection cameras (GRIDSMART cameras). Also included is a final project cost estimate for City planning purposes.

Railroad Preemption Implementation & Documentation

New preemption calculations completed with the 2022 will be provided. Mead & Hunt staff, along with MSA field staff, will be on site when final implementation cut-over occurs. It is assumed both cut overs will occur on the same day. See attached Mead & Hunt Scope for details for additional scope.

Canadian National Coordination

Additional coordination with the railroad is not anticipated by the design team. Coordination will be required by the

contractor once selected. Any fee request for review, permits, or coordination with the railroad during design, will be shared with the City for payment.

DOT Coordination

Since WisDOT already reviewed the signal plans in 2022, MSA does not plan to resubmit them for a second round of review due to limited changes to the actual design.

Water Works & Lighting Commission Coordination (WWLC)

Additional coordination with WWLC is not assumed or included.

Bidding Services

The services listed below are assumed to be completed for both intersections at the same time due to efficiencies and cost savings for the City. One attempt is included.

Included in MSA's bidding services are the following:

- Bidding document preparation.
- Assisting the City in advertising and soliciting contractors for bids.
- Sending a Class II Public Notice (the City will be responsible for advertisements costs).
- Administering the Bid Document Distribution Process utilizing QuestCDN. Issuing Addenda as appropriate to clarify, correct, or change the bidding documents.
- Conduct an Electronic Bid Opening located at MSA's Marshfield office.
- Prepare a Tabulation of Bids for the City's reference.
- Assist the City in evaluating bids and in assembling and awarding construction contracts.

Construction Services

It was assumed that signal modifications at both intersections would be taking place at the same time. Meetings with businesses, council or committees are not anticipated or included.

MSA proposes the following construction services for this project:

Construction Administration

- **Project Administration:** Manage and coordinate project team, budget, and schedules. Maintain communication with Owner and stakeholders on project.
- **QA/QC:** Employ documented quality-assurance/quality-control procedures throughout project.
- **Pre-Construction Meeting:** Coordinate and conduct Preconstruction Meeting.
- **Construction Progress Meetings:** Construction Observer (CO) to facilitate and attend progress meetings. Based on experience of past projects of this size, it is assumed that part-time inspection is sufficient for this project. With most of the work visible upon completion, there are activities that can be verified after completion. It is assumed 4 meeting will the CO is onsite.
- **Contractor Communication:** Respond to contractor requests for information and assist in interpretation of contract documents in person, in writing, or by telephone.
- **Submittal Review:** Review contractor shop drawings, submittals, schedules, and samples for compliance with construction documents.
- **Change Orders:** Review Change Order requests from contractor; recommend Change Orders to Owner as appropriate. (assumes 1)
- **Applications for Payment:** Review Contractor Applications for Payment; make payment recommendation to Owner as appropriate. (assumes 3)
- **Project Closeout:** Prepare punch list (items to be completed or corrected), and Substantial Completion Certificate. Review contractor work and completion documents for compliance with construction contract and readiness for final payment (includes warranty documentation and lien waiver review).

Construction Observation

- Furnish a Construction Observer to observe the progress and quality of the contractor's work on the project. Duties and responsibilities of the CO include:
 - Assist in communication between engineer, contractor, and City, especially when additional information, interpretation, or clarification is needed regarding existing conditions or contract documents.
 - Conduct on-site observations of contractor's work in progress to assist engineer in determining if the work is, in general, proceeding in accordance with the contract documents.
 - Verify that necessary tests, equipment, and systems start-ups are conducted and documented appropriately.
 - Maintain orderly files and prepare a daily report recording contractor's hours and activities when onsite.
 - Review applications for payment with regard to work completed, and materials and equipment delivered at the site.
 - Participate in visits to the project to determine punch list items, and readiness for Substantial Completion and Final Completion.
- Construction staking by MSA is not included and assumed to be completed by the contractor.
- The estimated fee for services is based on 15 days of construction observation for four (4) hours per day at the site.

Post Construction

- *Record Drawings*: Prepare Record Drawings based on addenda, Field Orders, Change Orders, and contractor's records.
- *Operation and Maintenance Manuals*: Compile Operation and Maintenance Manuals from information provided by contractor.
- *Correction Period*: Visit site with Owner after signals are operational and prior to end of contractor's correction period to ascertain if any work is subject to correction.

Project Schedule (UPDATED)

Final Design	Fall 2023
Construction	Spring/Summer of 2024

FEE SUMMARY

ADDITIONAL GRAND AVE CONSTRUCTION OBSERVATION	\$5,240
CHASE ST & HIGH ST DESIGN UPDATE	\$5,520
CHASE ST & HIGH ST BIDDING	\$3,760
CHASE ST & HIGH ST CONSTRUCTION ADMINISTRATION	\$11,720
CHASE ST & HIGH ST CONSTRUCTION OBSERVATION & CLOSE OUT	\$14,750
MSA SUBTOTAL	\$40,990
RAILROAD PREEMPTION & DOCUMENTATION (MEAD & HUNT)	\$7,208
REMAINING UNUSED FEE FOR WORK	\$-3,696
RAILROAD PREEMPTION SUBTOTAL	\$3,521
AMENDMENT #3 TOTAL	\$44,511

			Chase St and High St Signal Improvement Project MSA Professional Services Cost Breakdown						
Date: July 28, 2023			Project Manager	Engineer	Construction Engineer	Engineering Technician	Administration		
Phase No.	Description	Task No.	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	TOTAL HOURS	TOTAL COST (LABOR)
100	Design		4	24	0	8	0	36	\$5,520.00
200	Bidding		10	4	0	0	12	26	\$3,760.00
300	Construction Administration		14	35	25	0	0	74	\$11,720.00
400	Construction Staking		0	0	0	0	0	0	\$0.00
500	Construction Observation		2	8	75	0	0	85	\$12,910.00
600	Post Construction		4	0	8	0	0	12	\$1,840.00
Construction Cost Subtotal (300,400,500,600)									\$26,470.00
TOTAL -			34	71	108	8	12	233	\$35,750.00

The above fee and expense summary identifies estimated labor hours, reimbursable expenses, and associated design fee for professional services.

			Grand Ave Signal Improvement Project (2023) MSA Professional Services Cost Breakdown						
Date: July 28, 2023			Project Manager	Engineer	Construction Engineer	Engineering Technician	Administration		
Phase No.	Description	Task No.	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	TOTAL HOURS	TOTAL COST (LABOR)
100	Design		0	0	0	0	0	0	\$0.00
200	Bidding		0	0	0	0	0	0	\$0.00
300	Construction Administration		2	4	4	0	0	10	\$1,660.00
400	Construction Staking		0	0	0	0	0	0	\$0.00
500	Construction Observation		0	2	16	0	0	18	\$3,580.00
600	Post Construction		0	0	0	0	0	0	\$0.00
Construction Cost Subtotal (300,400,500,600)									\$5,240.00
TOTAL -			2	6	20	0	0	28	\$5,240.00

The above fee and expense summary identifies estimated labor hours, reimbursable expenses, and associated design fee for professional services.

MSA PROJECT TOTAL		36	77	128	8	12	261	\$40,990.00
MEAD & HUNT PROJECT TOTAL		-	-	-	-	-	-	\$3,521.00
AMMENDMENT #3 TOTAL		36	77	128	8	12	261	\$44,511.00



July 10, 2023

Brian Huibregtse, PE, PTOE
Project Manager
MSA Professional Services, Inc.
1702 Pankratz St
Madison, WI 53704

Subject: Wisconsin Rapids SISP Railroad Preemption Support

Dear Mr. Huibregtse:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide traffic engineering services for the above-referenced City of Wisconsin Rapids SISP Project.

Project Understanding

The City of Wisconsin Rapids received SISP funding to upgrade three traffic signals on W Riverview Expressway with railroad preemption to improve their safety and operation. Initially the traffic signal upgrades were set to be constructed as part of one project in 2024. The traffic signal cabinets were to be replaced on the same day and the railroad preemption expertise was requested for the day of the cutover to coordinate the interconnect wiring between bungalows and the new traffic signal cabinet as well as perform the necessary testing to ensure the preemption is operating as expected. Now, the project has been broken into two projects, so the traffic signal cabinet replacement for Grand Avenue would happen ahead of the other two locations (High Street & Chase Street). In addition, the Office of the Commissioner of Railroads now requires joint annual inspections at all preempted crossings. The City has asked for this work to also be completed at the time of the Grand Avenue cutover.

Mead & Hunt's Scope of Services

Mead & Hunt shall provide the following services in 2023:

- Provide guidance and answer any questions that come up relative to railroad preemption at any of the three signalized intersections along W Riverview Parkway.
- Coordinate with the City of Wisconsin Rapids and Canadian National to establish the wiring connection between the Grand Avenue traffic signal cabinet's preemption panel and the associated railroad bungalow.
- Provide programming recommendations for the traffic signal controller at Grand Avenue.

Mr. Brian Huibregtse

July 10, 2023

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- Be present for one (1) day on-site for the cutover of the new traffic signal cabinet to lead the decommissioning of the existing preemption and cutover of the new preemption system at the signalized intersection of W Riverview Parkway & Grand Avenue. This includes testing of the system to ensure it is operating as designed.
- Provide the City with final documentation regarding the final preemption system programming, operation and wiring at W Riverview Parkway & Grand Avenue.
- On the same day as the cutover for the new traffic signal cabinet at Grand Avenue, lead the completion of all aspects of the joint annual railroad inspection (as required by OCR) at three preempted intersections along W Riverview Parkway:
 - Chase Street (Crossing ID 392719E)
 - Grand Avenue (Crossing ID 392720Y)
 - High Street (Crossing ID 392723U)

Mead & Hunt shall provide the following services in 2024:

- Provide guidance and answer any questions that come up relative to railroad preemption at any of the three signalized intersections along W Riverview Parkway.
- Coordinate with the City of Wisconsin Rapids and Canadian National to establish the wiring connection between the traffic signal cabinet preemption panel and the associated railroad bungalow at the intersections of W Riverview Parkway & Chase Street and W Riverview Parkway & High Street.
- Provide programming recommendations for the traffic signal controllers at the intersections of W Riverview Parkway & Chase Street and W Riverview Parkway & High Street.
- Be present for one (1) day on-site for the cutover of the new traffic signal cabinet to lead the decommissioning of the existing preemption and cutover of the new preemption system at the signalized intersections of W Riverview Parkway & Chase Street and W Riverview Parkway & High Street. This includes testing of the systems to ensure they are operating as designed.
- Provide the City with final documentation regarding the final preemption system programming, operation and wiring at the intersections of W Riverview Parkway & Chase Street and W Riverview Parkway & High Street.

Responsibilities of MSA

Our Scope of Services and Compensation are based on MSA performing or providing the following:

- Provide a copy of the final proposed traffic signal plans and proposed controller programming at each intersection.
- Provide a minimum of one (1) week advance notification prior to cut-over of any traffic signal cabinet.

Project Schedule

The date of the traffic signal cabinet cut-overs are driven by the associated roadway construction projects.

Mr. Brian Huibregtse

July 10, 2023


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Compensation

A breakdown of the estimate of hours to complete the scope of work can be found in Appendix A. The total cost of the work shall not exceed \$7,207.10.

If you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Joanna Bush". The signature is written in a cursive, flowing style.

MEAD & HUNT, Inc.

Joanna Bush, PE
Senior Traffic Engineer

Attachment

Appendix A
City of Wisconsin Rapids SISP Railroad Preemption Assistance
Cost Estimate

	Traffic Engineer VII Subject Matter Expert	Total
	\$230.00	
Original Project Scope:		
1. STH 13 / W Riverview Expy & Chase Street / ID 392719E		
a. Traffic Signal Cutover (onsite support & documentation)	4	4
2. STH 13 / W Riverview Expy & Grand Avenue / ID 392720Y		
a. Traffic Signal Cutover (onsite support & documentation)	4	4
3. W Riverview Expy & High Street / ID 392723U		
a. Traffic Signal Cutover (onsite support & documentation)	4	4
4. Contract Management / Coordination with Railroad	3	3
SUBTOTAL HOURS	15	15
TOTAL LABOR COST		\$ 3,450.00
Mileage (1 trip, 210 miles)	0.655	\$ 137.55
Meals	\$16	\$ 16.00
ORIGINAL PROJECT SCOPE SUBTOTAL		\$ 3,603.55
Add On Scope:		
1. STH 13 / W Riverview Expy & Chase Street / ID 392719E		
a. Joint Annual Preemption Inspection (onsite support & documentation)	3	3
2. STH 13 / W Riverview Expy & Grand Avenue / ID 392720Y		
a. Joint Annual Preemption Inspection (onsite support & documentation)	3	3
3. W Riverview Expy & High Street / ID 392723U		
a. Joint Annual Preemption Inspection (onsite support & documentation)	3	3
4. Contract Management / Coordination with Railroad	2	2
5. Travel time for additional trip for Chase Street & High Street Cutovers	4	4
SUBTOTAL HOURS	15	15
TOTAL LABOR COST		\$ 3,450.00
Mileage (1 trip, 210 miles)	0.655	\$ 137.55
Meals	\$16	\$ 16.00
ORIGINAL PROJECT SCOPE SUBTOTAL		\$ 3,603.55
COST ESTIMATE GRAND TOTAL		\$7,207.10

PUBLIC WORKS COMMITTEE REFERRAL LIST:

2023 (8/28/2023)

1. Request from Alderperson Tom Rayome to discuss the future of 8th St S. (2016)
2. Request from Rayome for Quiet Zones for trains on the east side of city.
3. Consider possible solutions to possible lack of sufficient overnight and extended parking for semi-trucks within the City.
4. Review the Change Order policy and consider updates.