

**CITY OF EDGERTON
CITY HALL
12 ALBION STREET
EDGERTON, WI**

PUBLIC WORKS COMMITTEE
Monday, June 4 2018 at 6:00 p.m.

1. Call to order; Roll Call.
2. Confirmation of Appropriate Meeting Notice Posted on Friday, June 1, 2018.
3. Approve May 21, 2018 Public Works Committee Meeting Minutes.
4. Discuss Cedar contract for Veteran's Building awnings design and construction.
5. Discuss bids for crack filling.
6. Staff Report
7. Adjourn.

cc: All Commission Members City Administrator All Council Members
Department Heads City Engineer Newspapers

NOTICE: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Administrator's office at least 6 hours prior to the meeting to request adequate accommodations. Telephone: 884-3341

"Notice is hereby given that a majority of the Common Council is expected to be present at the above scheduled noticed meeting to gather information about a subject over which they have decision-making responsibility. The only action to be taken at this meeting will be action by the Public Works Committee."

MAY 21, 2018
PUBLIC WORKS COMMITTEE MEETING MINUTES
CITY OF EDGERTON

Debbie Olson called the meeting to order at 6:15 P.M. Committee members present were Debbie Olson and Mark Wellnitz. Also present were City Administrator Ramona Flanigan, Public Works Director Tom Hartzell, Alderperson Matt McIntyre, Alderperson David Esau, Chief Klubertanz, Mayor Christopher Lund, and Clerk-Treasurer Cindy Hegglund.

Flanigan confirmed the agendas were properly posted on Friday, May 18, 2018 at the Post Office, Edgerton Library and City Hall.

APPROVE MINUTES:

A Wellnitz/Olson motion to approve the May 9, 2018 Public Works Committee minutes passed, all voted in favor.

DISCUSS BIDS FOR ASPHALT ROLLER: The 2018 budget includes \$20,000 for the purchase of an asphalt roller. Four bids were received with the lowest qualified bid at \$15,285 from Brooks Tractor. Public Works Director Hartzell stated each bid is qualified and exceeds specifications. He recommends approving the bid from Brooks Tractor.

A Wellnitz/Olson motion to approve the bid for the purchase of an asphalt roller from Brooks Tractor in the amount of \$15,285 passed on a 2/0 roll call vote.

DISCUSS BIDS FOR POOL PAINTING: The 2018 budget includes \$55,000 for the painting of the pool. Four bids were submitted for the project with a low bid of \$32,500 from Sutterlin Restoration. Hartzell stated we have not worked with this company in the past but Cedar Corporation, the City's Engineer, has verified the company's qualifications.

A Wellnitz/Olson motion to award contract for pool painting to Sutterlin Restorations in the amount of \$32,550 passed on a 2/0 roll call vote.

DISCUSS BIDS FOR TREE STUMP REMOVAL: The street department has removed twelve (12) street trees last winter and two from the previous year. Hartzell received two bids to remove the stumps with the lowest qualified bid at \$3,410 from T.A. Tree Care. He recommends awarding the bid to T.A. Tree Care.

A Wellnitz/Olson motion to award contract for tree stump removal to TA Tree Care in the amount of \$3,410 passed on a 2/0 roll call vote.

STAFF REPORT:

Hartzell stated the Public Works Department's main focus at this time is mowing. Flanigan reported that the restriction of parking on South Main Street during the Indianford Dam project has been delayed until construction begins.

Being no other business before the Committee, an Olson/Wellnitz motion to adjourn passed, all voted in favor.

Ramona Flanigan/jas
City Administrator

Memo

To: Public Works Committee

From: Staff

Date: 6/1/2018

Re: June 4, 2018 meeting

Cedar Contract for Vet's Building Awning: Attached is a contract with Cedar Corp for design, bidding, and construction engineering for the Vet's Building awnings. Please recall the committee recommended we consider a louvered insert in the existing awning structures. The attached contract is for the louvered design. The contract also includes fees for a solid panel solution as opposed to the louvered awning. If the city wishes receive bids for both alternatives, the Cedar contract would increase by \$1,000 (see page 6). The tenant of the building contracted staff after the last meeting requesting we consider a solid design. This project is estimated be several thousand dollars over budget.

Project No: 4894-0059
Addn. No: 30
Date: 5/31/18

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated April 5, 2011, between Cedar Corporation (ENGINEER), and City of Edgerton (OWNER).

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: Veterans Memorial Building Renovations, and

WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

SECTION 1 - SERVICES

The PROJECT includes the following improvements:

Project: Veterans Memorial Building Renovations

- Description: Fieldwork, design, bidding, and construction engineering for repairs/replacement of two canopies. Work to be completed involves repairs, removal and replacement with a louvered insert for the west and south canopies.

1.1 DESIGN

The ENGINEER agrees to provide the following design services for the PROJECT.

ENGINEER shall, under this paragraph, prepare computations, designs, drawings, specifications, and other documents for the ultimate purpose of the receiving of bids and/or construction of the PROJECT.

Field Design Survey: Field design surveys as used in this subparagraph are understood to be limited to those necessary to prepare the drawings and specifications. Property surveys, plats, detailed frontage assessment schedules, descriptions of needed land and easement rights, maps and plans and assistance in negotiating for land and easement rights, shall not be included under the services of this paragraph.

Preparation of Contract Documents: This generally includes Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Proposals, Agreements, Miscellaneous Forms, Specifications, Drawings, and Schedules.

Cost Estimates: Any opinion of the construction cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee that bids or actual construction costs to the OWNER will not vary from ENGINEER'S opinions of probable cost. If the OWNER desires greater assurance as to construction costs, OWNER shall employ an independent cost estimator.

Approval of Contract Documents: The ENGINEER shall submit sufficient copies of the Contract Documents to the various agencies which have final review authority on the design of the PROJECT and shall make such adjustments to these documents as are required to receive final approval.

Construction Permits and Approvals: It is understood that approval of the Contract Documents may not be sufficient to allow construction of the PROJECT. In many cases, the PROJECT requires permits and approvals that relate to the construction and not to the design (e.g. Corps of Engineers, Highway, Planning Agencies, etc.). The ENGINEER shall adopt any design requirements of these permits and approvals into the Contract Documents as a part of the work under this paragraph, however, permit and approval applications, surveys, and reports shall not be included under the services of this paragraph.

Coordination: Coordination of subcontractors, agents or employees of the OWNER in the compilation of data for the PROJECT. It is understood that if subsurface exploration such as borings, soil tests and the like are made to determine amounts of rock excavation or other subsurface conditions, the ENGINEER will furnish coordination of said exploration but the costs incident to such exploration shall be paid for by the OWNER.

1.2 BIDDING AND CONTRACT AWARD

The ENGINEER agrees under this paragraph, to assist the OWNER in obtaining and evaluating bids on the PROJECT as follows:

- Assist the OWNER in obtaining bids by printing Bid Documents, distributing Bid Documents to those requesting such, maintaining a record of Bid Documents holders, and receiving and processing charges for the Bid Documents.
- Interpretation of Contract Documents and preparation of Addenda during the bidding period.
- Preparation of bid tabulations and analysis of bid results.
- Consultation with the OWNER on the award of contracts.

- Assist in preparation of formal Contract Documents for review by the OWNER'S legal representative.

1.3 GENERAL PROJECT ADMINISTRATION

The ENGINEER agrees to provide the following General Administrative Services for the PROJECT. OWNER and ENGINEER agree that the ENGINEER shall be obligated to provide only that degree of scrutiny of the Contractor's work as is described in this part. Only if specifically included otherwise in this Agreement shall the ENGINEER provide full-time Resident Engineering Services for the PROJECT.

The performance of General Administrative Services specifically excludes direction or supervision of the Contractor or his employees in the performing of their work in a safe, legal or proper manner and ENGINEER hereby disclaims any responsibility therefore.

ENGINEER will endeavor to guard OWNER against defects and deficiencies in the work. However, it is understood and agreed by and between ENGINEER and OWNER that with respect to defects and deficiencies in the work, ENGINEER'S role under this subsection is advisory only. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

ENGINEER shall under this paragraph, assist the OWNER in administering the provisions of the Contract Documents as follows:

- Assistance in interpretation of the drawings and specifications and approval of all changes in the Contract Documents.
- Make decisions regarding the PROJECT as called for in the Contract Documents.
- Assistance in interpretation of the reports of inspection bureaus, laboratories, test borings, and subsurface exploration related to the PROJECT during construction.
- Review of shop drawings and manufacturer's data for general conformance with the Contract Documents.
- Final inspection and processing of final contract payment request. (Final unit quantities where appropriate to the method of compensation shall be furnished to the ENGINEER by the OWNER or OWNER'S Agent performing Resident Engineering duties.)
- Preparation of a set of record drawings of the completed PROJECT conforming to the construction records provided to the ENGINEER by the Contractor or the OWNER during construction.

1.4 RESIDENT ENGINEERING

The ENGINEER agrees to provide Resident Engineering Services for the PROJECT. These services do not guarantee the Contractor's performance which is covered by the Contractor's bond, but by providing these services, the ENGINEER endeavors to protect the OWNER against defects and deficiencies in the PROJECT work and endeavors to insure compliance with the drawings and specifications within reasonable tolerances generally accepted in the Trade.

- The OWNER has requested the ENGINEER to provide part time Resident Engineering which shall provide for a Resident Project Representative to be at the construction site periodically. Continuous surveillance of construction activities will not be required. Scheduling of on-site observations will endeavor to observe and accept or reject materials and procedures, in general, before they become hidden from view by subsequent construction. This includes some discussion time with local property owners however this time will be kept to explaining City standards and facts concerning sidewalk replacements.

Services to be offered by the ENGINEER are limited to those specified below:

- Spot checking of completed work for compliance with drawings and specifications.
- Keeping field measurement records.
- Keeping records of the Contractor's activities.
- Negotiation of field changes and change orders for approval by the OWNER and ENGINEER.
- Recommendation for payment of Contractor's progress payment requests.

1.5 ADDITIONAL ENGINEERING SERVICES

The ENGINEER shall under this paragraph provide optional additional professional services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in Section 2.

Examples of these services include, but are not limited to:

Providing services which are not in accordance with ENGINEER procedures, standards or normal billing practices, assistance to attorneys and appearances before courts or boards on matters of litigation or arbitration, redesign ordered by the OWNER after the original design concept has been reviewed and accepted by the OWNER, laboratory testing, tune up and testing of equipment, plant operation and maintenance manuals, training of operators, final computation of total eligible PROJECT cost including engineering, construction, administration, etc., for purposes of audit on projects involving grants, etc.

The ENGINEER agrees to provide the following Additional Engineering Services for the PROJECT:

- Hazardous Materials Investigation – asbestos and lead
- Additional solid metal roof option
- No other additional services requested at this time.

However, services of the type listed above will be provided under this paragraph AT **ADDITIONAL COST** if authorized in writing by the OWNER.

SECTION 2 - COMPENSATION

AN INITIAL PAYMENT OF Zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the OWNER's account at final payment.

2.1 PER DIEM

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraphs 1.1, 1.2, 1.3, 1.4, and 1.5 on a Per Diem Basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

Hourly Rate Schedule: The hourly rates to be used for this item shall be determined by the hourly rate schedule incorporated into this agreement as shown below or attached schedule. The ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

Direct Expenses: Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g. long-distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
 - Mileage expenses per IRS regulations.
 - Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
 - Printing and reproduction.
 - Actual reproduction costs and mailing costs for Bidding Documents less the non-refundable purchase amount received for the Bid Documents.
 - Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).
- Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

The estimated cost follows:

Items 1.1 through 1.4 =	8,500
Item 1.5 =	1,000 – add solid roof design option
	1,500 – Hazardous materials investigation
	+ any future additional services, if requested.

Other Compensation: It is understood that when requested by the OWNER, the ENGINEER shall procure the services of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

SECTION 3 - TIMETABLE

Estimated Project Schedule:

Project Design	June 2018
Project Advertising	July 2018
Project Bid/Award	August 2018
Project Construction	Fall 2018

The ENGINEER is prepared to work within the above schedule, unless delays occur due to unforeseen circumstances beyond the control of the ENGINEER.

SECTION 4 - SPECIAL CONDITIONS

None

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

MEMO

To: Public Works Committee
From: Tom H.
Regarding: Crack Sealing Bids

We received three bids for completing the crack sealing of streets and parking lots. Bidders were asked to provide a price per pound bid.

BIDS:

Crack Filling Service	\$1.25 per pound
Fahrner Asphalt Sealers	\$3.25 per pound
Thunder Road, LLC	\$2.11 per pound (received after due date)

I recommend awarding the bid to Crack Filling Service. They are the lowest qualified bid with a price of \$1.25 per pound. Crack Filling Service has performed satisfactory crack sealing services for us in the past.