

It is expected that a Quorum of the Personnel Committee, Administration Committee, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
May 21, 2012
7:00 PM**

or immediately following the Administration Committee

AGENDA

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE

1. [May 7, 2012](#)

D. ACTION ITEMS

1. [Street Use Application – Parade of Lights; July 3, 2012; 9:15 PM – 10:15 PM; \(Cities of Neenah, Menasha and Communityfest Committee\)](#)
2. [Recommendation to Award – Contract Unit No. 2012-02; New Street Construction- Concrete Curb & Gutter, Asphalt Pavement Alternate; Kelly Lake Drive, South ½ of Woodland Hills Subdivision; MCC, Inc.; \\$77,127.94](#)
3. [Recommendation to Award – Contract Unit No. 2012-03; Street Reconstruction, Concrete Curb & Gutter, Asphalt Pavement with Alternate for Concrete Pavement; Paris Street/Manitowoc Street; Northeast Asphalt, Inc.; \\$216,014.12](#)
4. [Authorization to Execute WisDOT Bridge Operation Agreement for Fiscal Year 2013](#)
5. [O-5-12 Parking Regulations \(Winnebago Avenue, Konemac Street, Fourth Street, School Court\)](#)

E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
May 7, 2012
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 7:57 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Taylor, Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner, Klein

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, DPW Radtke, CDD Keil, C/T Stoffel, MU Co-Managers Sturm & Krause, Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. [April 17, 2012](#)

Moved by Ald. Zelinski, seconded by Ald. Benner to approve minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. [Recommendation to Award – Menasha Utilities Elevated Water Tank Demolition; Contract M0002-910283-A; Iseler Demolition, Inc.; \\$7,510.00](#)

Co-Manager Sturm explained the Utilities Commission recommends awarding to Iseler Demolition Inc the contract for the Elevated Water Tank Demolition project as they were the lowest bidder. The project could start in late August.

Moved by Ald. Zelinski, seconded by Ald. Benner to recommend to Common Council to award Menasha Utilities Elevated Water Tank Demolition, Contract M0002-910283-A to Iseler Demolition, Inc in the amount of \$7,510.00

Motion carried on roll call 8-0.

2. [Recommendation to Award – Menasha Utilities 16 Inch Transmission Main Construction Broad Street to Power Canal; Contract M0002-910333; Dorner, Inc.; \\$532,952.50](#)

Co-Manager Sturm explained of the six bids received Dorner, Inc was the lowest. He explained the project area. The project is part of the Safe Drinking Water Loan.

Moved by Ald. Zelinski, seconded by Ald. Krueger to recommend to Common Council to award Menasha Utilities 16 inch Transmission Main Construction Broad Street to Power Canal, Contract M0002-910333 to Dorner Inc in the amount of \$532,952.50

Motion carried on roll call 8-0.

3. [Recommendation to Award – Menasha Utilities High Lift Pumping Station/Standby Generator & Motor Control Modifications; Contract M0002-910283-B; Pieper Electric, Inc.; \\$612,400.00](#)

Co-Manager Sturm explained the original lowest bid for this project was rejected by the Utilities Commission as an error was discovered in the bid submitted. The lowest bidder withdrew their bid. The Utilities Commission recommends awarding the project to Pieper Electric after West Electric Inc, who was the original lowest bidder, were allowed to withdraw their bid.

Moved by Ald. Zelinski, seconded by Ald. Krueger to recommend to Common Council to award Menasha Utilities High Lift Pumping Station/Standby Generator and Motor Control Modifications, Contract M0002-910283-B to Pieper Electric Inc in the amount of \$612,400.00

Motion carried on roll call 8-0

4. [Midway Road Walk Update](#)

DPW Radtke gave an updated on the Midway Road sidewalk project. The Town of Menasha accepted the City's engineering design services proposal and the preliminary design work has been completed. The City's portion of the design work has been completed and staff is working on easement descriptions for the right of way plat. The City will need to acquire the easements and proceed with the special assessments. The Town is responsible for securing its own easement and special assessments. Staff anticipates the project to be completed by October or November, 2012.

5. [Storm Water Utility Financial Report](#)

C/T Stoffel summarized the financial report through April 2012. The Storm Water Utility Fund was created in 2009. Funds have been set aside to purchase a high speed street sweeper in 2013.

E. ADJOURNMENT

Moved by Ald. Englebert, seconded by Ald. Benner to adjourn at 8:34 p.m.
Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk



STREET USE APPLICATION

Event: Parade of Lights - Communityfest

Sponsored by: Cities of Neenah, Menasha & Communityfest Committee

Responsible Person: Brian Tengel

Address: 140 Main St.

Menasha, WI 54952

Phone: 920-967-3641

Email Address: btengel@ci.menasha.wi.us

Street Route: (Attach Map) Starts in Neenah, north on Washington St. to Main St.

Description of Use East on Main to Milwaukee St. North on Milwaukee to First St. East on First - disbands around library.

Street Use Date:	<u>JULY 3</u>
Start Time:	<u>9:15 pm</u>
End Time:	<u>10:15 pm</u>
Number of Units:	<u>30+</u>
(Parades)	

Liability Insurance has been secured in the amount of \$ NA with the City of Menasha named as the additional insured. This is primary insurance.

Insurance Company NA Policy No. CIVMC
 (Attached is a copy of the certificate of insurance and endorsement, each naming the City of Menasha as additional insured).

Date: 5-16-12 Applicant's Signature: Brian Tengel

Permit Fee: Each application for a Street Use Permit shall be accompanied by a fee of \$25.00 along with a Special Event Fee of \$25. Please make checks payable to City of Menasha in the amount of \$50.00.

Note to events planning to use City Parks and/or greenspace: Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

TO BE COMPLETED BY CITY STAFF (Revised January 16, 2012)

Scheduled Park & Recreation Board Review Date: _____

Not Required: Approved: _____ Denied: _____

Scheduled Common Council Review Date: _____

Approved: _____ Denied: _____

APPROVAL:

Police Dept. [Signature] Fire Dept. [Signature] Public Works Dept. MR City Attorney PAC

140 Main Street • Menasha, Wisconsin 54952-3151 • Phone (920) 967-3610 • Fax (920) 967-5272
 www.cityofmenasha-wi.gov



Memorandum

DATE: May 17, 2012

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: Recommendation to Award – Contract Unit No. 2012-02; New Street Construction – Concrete Curb & Gutter; Kelly Lake Drive, South ½ of Woodland Hills Subdivision; MCC, Inc.; \$77,127.94

The City of Menasha opened bids on Tuesday, May 15, 2012 for Contract Unit No. 2012-02, Kelly Lake Drive/South ½ Woodland Hills Concrete Curb and Gutter. Three bids were received as indicated on the enclosed itemized bid tabulation.

The project consists of pulverizing the asphalt pavement and base course, excavation of excess base material, fine grading, storm under drain installation, miscellaneous utility adjustments, concrete curb and gutter construction, asphalt pavement construction, lawn restoration, and driveway restoration. In order to assure the use of the lowest prices for this proposed work, the City received an alternate bid for the grading and excavation, utility work, and the asphalt paving items, all work items Department of Public Works crews are scheduled to complete. A comparison of the bid costs was made with our projected costs using DPW labor and it was determined the DPW costs are approximately the same as the lowest received alternate bid amount.

We also asked for alternate bids to apply a linseed oil based curing compound and for additional asphalt testing if the asphalt paving alternate bid were selected. After reviewing the bids and finding them to be competitive, accurate and compliant, we recommend Contract Unit No. 2012-02 be awarded to MCC, Inc. of Appleton, Wisconsin in the amount of \$77,127.94. With the projected cost for the work done by DPW (see above) the total estimated cost for the improvements is \$210, 630, which is within the budgeted amount.

Enclosure

Itemized Bid Tabulation
City of Menasha Contract Unit No. 2012-02
New Street Construction - Concrete Curb & Gutter Asphalt Pavement Alternate
Kelly Lake Drive, South 1/2 of Woodland Hills Subdivision

ITEM	QUANTITY	DESCRIPTION	MCC, Inc.		Sommers Construction		Jim Fischer, Inc.	
			UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	3,968	30" Concrete Curb & Gutter/LF	\$ 8.03	\$ 31,863.04	\$ 9.00	\$ 35,712.00	\$ 8.03	\$ 31,863.04
2	165	Remove Existing Concrete Curb & Gutter at Roundabout Island - Replace with 4" Sloped Curb & Gutter/LF	\$ 22.00	\$ 3,630.00	\$ 30.00	\$ 4,950.00	\$ 22.00	\$ 3,630.00
3	151	4" Sloped Concrete Curb & Gutter (20" Wide) Around Splitter Islands/LF	\$ 18.00	\$ 2,718.00	\$ 25.00	\$ 3,775.00	\$ 18.00	\$ 2,718.00
4	50	Remove Concrete Curb & Gutter/LF	\$ 5.00	\$ 250.00	\$ 5.00	\$ 250.00	\$ 5.00	\$ 250.00
5	11	Utility Adjustments/Ea	\$ 325.00	\$ 3,575.00	\$ 300.00	\$ 3,300.00	\$ 325.00	\$ 3,575.00
6	1	Water Valve Adjustment/Ea	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00
7	1,885	No. 4 Epoxy Coated Rebar/LF	\$ 1.00	\$ 1,885.00	\$ 2.00	\$ 3,770.00	\$ 1.00	\$ 1,885.00
8	4,287	Lawn and Terrace Restoration/SY	\$ 5.65	\$ 24,221.55	\$ 4.00	\$ 17,148.00	\$ 5.65	\$ 24,221.55
9	299	7" Thick Colored Stamped Concrete Pavement Traffic Splitter Island/SF	\$ 9.65	\$ 2,885.35	\$ 15.00	\$ 4,485.00	\$ 9.65	\$ 2,885.35
10	1	Traffic Control/LS	\$ 2,400.00	\$ 2,400.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00
11	1	Construction Mobilization/Demobilization; Traffic Control; Erosion Control; Project Coordination; all incidental work; and all other Project Work Area Restoration and Clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/LS	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ 3,500.00	\$ 3,500.00
TOTAL BASE BID (ITEMS 1-11)			\$	77,127.94	\$	85,190.00	\$	77,227.94

ITEM	QUANTITY	DESCRIPTION	MCC, Inc.		Sommers Construction		Jim Fischer, Inc.	
			UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
ALTERNATE BID A								
1A.	1	Linseed Oil Concrete Cure/LS	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
Total Alternate Bid A (Item 1A)				\$ 1,500.00		\$ 3,500.00		\$ 1,500.00
ALTERNATE BID B								
1B.	7,531	Pavement/Base Pulverizing/SY	\$ 0.40	\$ 3,012.40		\$ -	\$ 0.55	\$ 4,142.05
2B.	932	Asphalt Binder 2 1/4" Thick/Ton	\$ 52.25	\$ 48,697.00		\$ -	\$ 47.90	\$ 44,642.80
3B.	725	Asphalt Surface 1 3/4" Thick/Ton	\$ 60.40	\$ 43,790.00		\$ -	\$ 54.00	\$ 39,150.00
4B.	768	Unclassified Excavation/CY	\$ 6.40	\$ 4,915.20		\$ -	\$ 6.50	\$ 4,992.00
5B.	7,199	Fine Grading/SY	\$ 0.95	\$ 6,839.05		\$ -	\$ 0.65	\$ 4,679.35
6B.	2	Relocate Inlet/Ea	\$ 1,500.00	\$ 3,000.00		\$ -	\$ 1,500.00	\$ 3,000.00
7B.	270	4" Under Pavement Drain/LF	\$ 22.00	\$ 5,940.00		\$ -	\$ 23.00	\$ 6,210.00
8B.	13	Utility Adjustment/Ea	\$ 325.00	\$ 4,225.00		\$ -	\$ 200.00	\$ 2,600.00
9B.	2	Water Valve Adjustment/Ea	\$ 150.00	\$ 300.00		\$ -	\$ 100.00	\$ 200.00
10B.	88	Sawcut/LF	\$ 1.80	\$ 158.40		\$ -	\$ 2.00	\$ 176.00
11B.	2,359	3" Thick Asphalt Driveway Remove and Replace/SF	\$ 2.20	\$ 5,189.80		\$ -	\$ 2.40	\$ 5,661.60
12B.	492	6" Thick Concrete Driveway Remove and Replace/SF	\$ 3.55	\$ 1,746.60		\$ -	\$ 3.50	\$ 1,722.00
13B.	20	7" Thick Gravel Driveway/Ton	\$ 16.00	\$ 320.00		\$ -	\$ 18.00	\$ 360.00
14B.	1	Erosion Control/LS	\$ 4,000.00	\$ 4,000.00		\$ -	\$ 1,100.00	\$ 1,100.00
15B.	1	Traffic Control/LS	\$ 1,550.00	\$ 1,550.00		\$ -	\$ 675.00	\$ 675.00
Total Alternate Bid B (Items 1B - 15B)				\$ 133,683.45		\$ -		\$ 119,310.80
ALTERNATE BID C								
1C.	932	Asphalt Binder 2 1/4" Thick with Testing/Ton	\$ 2.40	\$ 2,236.80		\$ -	\$ 49.10	\$ 45,761.20
2C.	725	Asphalt Surface 1 3/4" Thick with Testing/Ton	\$ 1.65	\$ 1,196.25		\$ -	\$ 55.20	\$ 40,020.00
Total Alternate Bid C (Items 1C - 2C)				\$ 3,433.05		\$ -		\$ 85,781.20



Memorandum

DATE: May 17, 2012

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: Recommendation to Award – Contract Unit No. 2012-03; Street Reconstruction; Paris Street/Manitowoc Street; Northeast Asphalt, Inc.; \$216,014.12

The City of Menasha opened bids on Tuesday, May 15, 2012 for Contract Unit No. 2012-03, Paris Street/Manitowoc Street Reconstruction. Four bids were received as indicated on the enclosed itemized bid tabulation.

The project consists of excavating the asphalt pavement, placement of new base material, fine grading, storm sewer and storm under drain installation, miscellaneous utility adjustments, concrete curb and gutter construction, asphalt pavement construction, lawn restoration, and driveway/walk restoration. Due to increasing asphalt material costs, an alternate bid for 7" thick concrete pavement over 6" base in lieu of the proposed 4" asphalt pavement over 12" base was also requested.

A Life Cycle Cost Analysis (LCCA) was completed using the alternate bid figures for concrete pavement vs. the base bid figures for asphalt pavement to determine the optimum pavement based on original cost, future maintenance and rehabilitation costs, and future street disruption costs (an assigned value). Several LCCA scenarios were run using various recommended discount rate factors. The discount rate is the mathematical difference between the interest rate and inflation rate. A 40 year pavement life was used for our analysis. The results of all our LCCA scenarios resulted in the asphalt pavement being the more cost effective choice using present value as the determining value. Another factor in our recommendation for asphalt is the fact we do not have sufficient funds in the 2012 Budget if concrete were selected.

After reviewing the bids and finding them to be competitive, accurate and compliant, we recommend Contract Unit No. 2012-03 be awarded to Northeast Asphalt, Inc. of Greenville, Wisconsin in the amount of \$216,014.12.

Enclosure

M:\word\BPW memo re Award of Contract 2012-03_Northeast Asphalt_5-17-12.docx

Itemized Bid Tabulation
City of Menasha Contract Unit No. 2012-03
Street Reconstruction Concrete Curb & Gutter, Asphalt Pavement with Alternate for Concrete Pavement - Paris Street / Manitowoc Street

ITEM	QUANTITY	DESCRIPTION	Northeast Asphalt		MCC		Badger Highways		LaLonde Contractors	
			UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	2,724	Unclassified Excavation/CY	\$ 5.65	\$ 15,390.60	\$ 10.50	\$ 28,602.00	\$ 7.37	\$ 20,075.88	\$ 5.65	\$ 15,390.60
2	4,784	Fine Grading and Compaction/SY	\$ 0.85	\$ 4,066.40	\$ 1.05	\$ 5,023.20	\$ 0.82	\$ 3,922.88	\$ 4.00	\$ 19,136.00
3	374	24" Concrete Curb and Gutter/LF	\$ 7.75	\$ 2,898.50	\$ 7.75	\$ 2,898.50	\$ 7.15	\$ 2,674.10	\$ 8.00	\$ 2,992.00
4	2,947	30" Concrete Curb and Gutter/LF	\$ 8.13	\$ 23,959.11	\$ 8.13	\$ 23,959.11	\$ 8.13	\$ 23,959.11	\$ 8.13	\$ 23,959.11
5	2,756	3" Crushed Stone Base Course/Ton	\$ 9.56	\$ 26,347.36	\$ 10.25	\$ 28,249.00	\$ 8.88	\$ 24,473.28	\$ 15.00	\$ 41,340.00
6	574	Placement of Salvaged Pulverized Material/CY	\$ 5.05	\$ 2,898.70	\$ 6.80	\$ 3,903.20	\$ 5.14	\$ 2,950.36	\$ 10.00	\$ 5,740.00
7	1,666	Lawn and Terrace Restoration/SY	\$ 3.40	\$ 5,732.40	\$ 5.35	\$ 8,920.10	\$ 5.35	\$ 8,920.10	\$ 3.00	\$ 5,058.00
8	619	Asphalt Binder 2 1/4" Thick Type E-1 19.0 mm/Ton	\$ 49.80	\$ 30,826.20	\$ 54.45	\$ 33,704.55	\$ 48.92	\$ 30,281.48	\$ 100.00	\$ 61,900.00
9	482	Asphalt Surface 1 3/4" Thick Type E-1 12.5 mm/Ton	\$ 55.30	\$ 26,654.60	\$ 58.25	\$ 28,076.50	\$ 54.66	\$ 26,346.12	\$ 100.00	\$ 48,200.00
10	4,299	6" Thick Concrete Driveway Apron & Sidewalk Remove and Replace/SF	\$ 5.05	\$ 21,704.90	\$ 3.55	\$ 15,257.90	\$ 3.55	\$ 15,257.90	\$ 5.00	\$ 21,490.00
11	2,610	3" Thick Asphalt Driveway Remove and Replace/SF	\$ 2.90	\$ 7,566.40	\$ 2.35	\$ 6,147.60	\$ 2.75	\$ 7,194.00	\$ 3.00	\$ 7,845.00
12	460	4" Concrete Walk & Handicap Ramp Remove and Replace/SF	\$ 4.80	\$ 2,208.00	\$ 3.30	\$ 1,518.00	\$ 3.30	\$ 1,518.00	\$ 5.00	\$ 2,300.00
13	118	15" SDR 35 PVC Pipe/LF	\$ 28.00	\$ 3,304.00	\$ 63.50	\$ 7,493.00	\$ 42.26	\$ 4,986.88	\$ 28.00	\$ 3,304.00
14	173	12" Class V Concrete Pipe/LF	\$ 30.00	\$ 5,190.00	\$ 57.00	\$ 9,861.00	\$ 37.53	\$ 6,509.89	\$ 30.00	\$ 5,190.00
15	292	15" Class Y Concrete Pipe/LF	\$ 36.00	\$ 9,432.00	\$ 51.25	\$ 13,427.50	\$ 37.59	\$ 9,848.58	\$ 36.00	\$ 9,432.00
16	16	18" SDR 35 PVC Pipe/LF	\$ 59.00	\$ 944.00	\$ 93.50	\$ 1,498.00	\$ 82.33	\$ 997.28	\$ 59.00	\$ 944.00
17	41	4" SDR 35 PVC Pipe/LF	\$ 22.00	\$ 902.00	\$ 30.50	\$ 1,250.50	\$ 18.94	\$ 817.54	\$ 22.00	\$ 902.00
18	2	New 4" Diameter Manhole/Ea	\$ 1,400.00	\$ 2,800.00	\$ 1,580.00	\$ 3,160.00	\$ 1,605.00	\$ 3,210.00	\$ 1,400.00	\$ 2,800.00
19	1	Remove and Replace 5" Diaper Manhole/Ea	\$ 2,400.00	\$ 2,400.00	\$ 3,495.00	\$ 3,495.00	\$ 2,836.00	\$ 2,836.00	\$ 2,400.00	\$ 2,400.00
20	2	New 2' x 3' Inlet/Ea	\$ 1,400.00	\$ 2,800.00	\$ 1,125.00	\$ 2,250.00	\$ 1,478.00	\$ 2,956.00	\$ 1,400.00	\$ 2,800.00
21	3	Remove and Replace 2' x 3' Inlet/Ea	\$ 1,600.00	\$ 4,800.00	\$ 1,250.00	\$ 3,750.00	\$ 1,538.00	\$ 4,617.00	\$ 1,600.00	\$ 4,800.00
22	180	4" Under Pavement Drain/LF	\$ 6.50	\$ 1,170.00	\$ 19.25	\$ 3,465.00	\$ 16.67	\$ 2,820.60	\$ 6.50	\$ 1,170.00
23	83	Salvaged Pulverized Material for Storm sewer Removal/CY	\$ 3.50	\$ 325.50	\$ 8.00	\$ 744.00	\$ 6.31	\$ 588.83	\$ 3.50	\$ 325.50
24	93	Storm Sewer Removal Excavation/CY	\$ 5.65	\$ 525.45	\$ 16.50	\$ 1,534.50	\$ 11.64	\$ 1,082.52	\$ 5.65	\$ 525.45
25	9	Manhole Adjustment/Ea	\$ 200.00	\$ 1,800.00	\$ 275.00	\$ 2,475.00	\$ 125.00	\$ 1,125.00	\$ 200.00	\$ 1,800.00
26	3	Water Valve Adjustment/Ea	\$ 75.00	\$ 225.00	\$ 150.00	\$ 450.00	\$ 80.00	\$ 240.00	\$ 75.00	\$ 225.00
27	3	Inlet Adjustment/Ea	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00
28	102	Full Depth Pavement Saw Cutting/LF	\$ 1.50	\$ 153.00	\$ 2.00	\$ 204.00	\$ 1.25	\$ 127.50	\$ 4.00	\$ 408.00
29	12	Concrete Curb Head Saw Cutting/LF	\$ 30.00	\$ 360.00	\$ 28.00	\$ 312.00	\$ 30.00	\$ 360.00	\$ 40.00	\$ 480.00
30	810	No. 4 Epoxy Coated Rebar/LF	\$ 1.00	\$ 810.00	\$ 1.00	\$ 810.00	\$ 1.00	\$ 810.00	\$ 1.00	\$ 810.00
31	5	Tree and Slump Removal/Ea	\$ 800.00	\$ 4,000.00	\$ 375.00	\$ 1,875.00	\$ 800.00	\$ 4,000.00	\$ 800.00	\$ 4,000.00
32	1	Traffic Control/LS	\$ 100.00	\$ 100.00	\$ 2,200.00	\$ 2,200.00	\$ 1,250.00	\$ 1,250.00	\$ 2,200.00	\$ 2,200.00
33	1	Erosion Control/LS	\$ 1,100.00	\$ 1,100.00	\$ 2,700.00	\$ 2,700.00	\$ 450.00	\$ 450.00	\$ 1,100.00	\$ 1,100.00
34	1	Construction Mobilization/Demobilization; Project Coordination; all incidental utility and misc. roadway work; and all other project work area restoration and clean-up to an equal or better preconstruction condition as required and related to the overall project/LS	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 1,000.00	\$ 1,000.00	\$ 2,385.00	\$ 2,385.00
ALTERNATE BID (Replaces Items 1, 2, 5, 6, 8 & 9)										
Total Base Bid Asphalt Pavement (Items 1-34)			\$	\$ 218,014.12	\$	\$ 251,512.16	\$	\$ 219,204.73	\$	\$ 323,954.66
1	2,236	Unclassified Excavation/CY	\$ -	\$ -	\$ 23.00	\$ 51,426.00	\$ 7.37	\$ 16,478.32	\$ 5.65	\$ 12,633.40
2	4,476	Fine Grading and Compaction/SY	\$ -	\$ -	\$ 8.10	\$ 36,255.60	\$ 0.82	\$ 3,670.32	\$ 4.76	\$ 21,305.76
3	830	Placement of Salvaged Pulverized Material/CY	\$ -	\$ -	\$ 7.10	\$ 5,893.00	\$ 5.14	\$ 4,266.20	\$ 5.05	\$ 4,191.50
4	4,467	7" Concrete Pavement/SY	\$ -	\$ -	\$ 45.00	\$ 201,015.00	\$ 26.69	\$ 119,224.23	\$ 28.56	\$ 127,577.52
5	317	4" Asphalt Pavement/SY	\$ -	\$ -	\$ 26.00	\$ 8,242.00	\$ 17.11	\$ 5,423.87	\$ 30.00	\$ 9,510.00
Alternate Bid Total (Items 1-5)			\$	\$ -	\$ 302,833.60	\$	\$ 149,063.94	\$	\$ 175,218.18	
Total Base Bid Excluding Items 1, 2, 5, 6, 8 & 9			\$	\$ -	\$ 123,953.71	\$	\$ 111,154.73	\$	\$ 132,248.06	
Total Concrete Pavement Alternate			\$	\$ -	\$ 426,787.31	\$	\$ 280,218.67	\$	\$ 307,466.24	



Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet web site: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640
E-mail: greenbay.dtsd@dot.wi.gov

MARCH 13, 2012

CITY OF MENASHA
CITY HALL
140 MAIN STREET
MENASHA, WI 54952

SUBJECT: Bridge Operation Agreement for Fiscal 2013
0070-01-52

Enclosed are two (2) copies of the subject agreements for your review. If they meet with your approval, sign both copies and return them to us. Upon final execution, a completed agreement will be returned to you. Your date of signature is required on the first page.

Please note the various documents we will also need from you. A certified copy of salaries, fringe benefits to be paid as well as the names, addresses, and telephone numbers of all employees affected.

We appreciate the time and effort you have extended to us in the past as relates to the bridge operations and look forward to working with you in the next year.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dale S. Weber".

Dale S. Weber, P.E.
Northeast Region Structure Maintenance and Inspection Engineer

Enclosure

BRIDGE OPERATION AGREEMENT
TAYCO STREET BRIDGE, (B-70-97)
RACINE STREET BRIDGE, (B-70-01)
WINNEBAGO COUNTY – WISCONSIN
0070-01-52
FISCAL 2013

MEMORANDUM OF AGREEMENT, made this ____ day of _____, 20____, by and between the State of Wisconsin, Department of Transportation, party of the first part, hereinafter called the State, and the City of Menasha, Winnebago County, Wisconsin represented by the Mayor and City Clerk, party of the second part, hereinafter called the City.

WITNESSETH: That for and in consideration of payments covering the operating costs of the Tayco Street Bridge and the Racine Street Bridge to be made by the State to the City as permitted under the provisions of Section 84.10 Statutes, said City agrees as follows:

- (1) To operate the bridges during the period of July 1, 2012, thru June 30, 2013, in accordance with the pertinent laws, rules and regulations governing navigation, pedestrian and vehicular traffic.
- (2) To provide operating personnel as described in subparagraphs (2a) through (2g) and as may be otherwise affected herein, all in accordance with existing City policies, procedures and the provisions of applicable labor agreements.
 - (2a) To employ the services of sufficient regular and substitute operators during the navigation season. The State will notify the City each year of the start and ending days of the navigation season. The hours and dates of navigation will be defined by the Commander, Ninth Coast Guard District.
 - (2b) To employ the services of ~~a~~ substitute operators if needed, as determined by the City, who shall serve on both bridges during vacation periods, periods of illness, and for other periods as may be deemed appropriate, and to minimize the need for premium overtime pay.
 - (2c) To establish the monthly or hourly salaries and bonus payment, if any, to be paid to the operators subject to the review and approval of the State. A certified copy of the action by the governing body establishing such salaries and bonus payments, if any, shall be filed with the State at the time the agreement is returned for execution by the State. The City may alter the salaries and provide for or alter bonus payments during the life of this agreement in the event it is necessary to make adjustments on account of changing economic conditions. A certified copy of the action to alter salaries or to provide for or alter bonus payments shall be filed with the State and will be subject to the approval of the State.
 - (2d) To notify the State, as to the name, address and telephone number, if any, of each of the operators. The City Street Superintendent shall be in charge of all operators and he shall receive and carry out such orders or instructions as received pertaining to the proper operation and care of the

Public Works

Public Works bridge. The State shall reimburse the City for that portion of time that the Street Superintendent spends checking the operators and the bridges.

- Public Works
- (2e) The Street Superintendent shall review each bridge operator's building weekly after the navigation season is closed to check for appropriate heat.
 - (2f) To grant such vacation and sick leave with pay to each operator as may be due in accordance with applicable rules and regulations governing the matter of vacation and sick leave for other employees of the City. A certified current copy of the action governing same shall be filed with the State at the time the agreement is returned for execution by the State. Vacations charged to the State shall be prorated according to the number of months served per year by the employees as bridge operator.
 - (2g) To terminate the service of any operator when it can be shown that the operator is negligent in his/her duty or is otherwise conducting himself in a manner detrimental to the best interest of the State and/or the City.
- (3) To assume the cost of roadway lighting system and snow and ice removal and control.
 - (4) To make such reports and records as may be required by the City and/or the State.
 - (5) To furnish the necessary supplies subject to reimbursement by the State except for such items as may be furnished directly by the State.
 - (6) To immediately notify the State in case of any emergency.
 - (7) To submit a monthly signed statement, in duplicate, on official invoice or letterhead form for reimbursement of operation costs to the Transportation Region Office, State of Wisconsin, at Green Bay, Wisconsin. Statements are to be submitted no later than fifteenth (15) of the following month and are to include all the costs for the preceding calendar month, together with a copy of electric bills on utility company forms. Each bridge should be listed separately but may be submitted on one (1) sheet. Statements will include the cost of premiums on worker's compensation insurance, liability insurance, and contributions made by the City to its unemployment reserve account in the event that the City is operating under the provisions of Chapter 108, Wisconsin Statutes. Statements may include contributions made to employee retirement or made to employee retirement under the provisions of Chapter 66, Wisconsin Statutes.
- (8) The amount of this agreement is estimated at \$136,000.

In connection with the performance of work under this contract the City agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, developmental disability as defined in Statute 51.01 (5), sexual orientation as defined in Statute 111.32 (13m) or national origin. Employees must meet qualifications and

requirements as specified by the Wisconsin Department of Transportation. 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 City further agrees to take affirmative action to ensure equal employment opportunities. The City agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

And the said State, in consideration of the faithful performance by the City of the conditions as outlined, agrees to reimburse the said City upon submission of invoice covering said operating costs. The State reserves the right, if necessary, to make inquiries to verify the items in the invoice.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City on the day and year above written and the State on the ____ day of _____, 20____.

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

By _____
Northeast Region Transportation Director

By _____
DIV. Of Transportation Systems Development
Director, Bureau Highway Operations

CITY OF MENASHA
WINNEBAGO COUNTY
WISCONSIN

By _____
Mayor

By _____
City Clerk

ORDINANCE O-5-12
AN ORDINANCE AMENDING SECTIONS 10-1-26 AND 10-1-27(b) THE
MUNICIPAL CODE
(Winnebago Avenue, Konemac Street, Fourth Street, School Court)

INTRODUCED BY ALD. ZELINSKI

The Common Council of the City of Menasha does hereby ordain as follows:

SECTION 1: Amend Title 10, Article C, SEC. 10-1-26 and SEC. 10-1-27 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 10 – Motor Vehicles and Traffic

ARTICLE C

Parking Regulations

SEC. 10-1-26

No person shall park or leave standing any vehicle upon any of the following highways, streets or parts thereof, except temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

...

~~(xxxx) Both sides of Fourth Street from the intersection of Fourth Street and Konemac Street forty (40) feet east.~~

...

(ag) The east side of Winnebago Avenue from Nicolet Boulevard north.

(ah) The west side of Konemac Street from Plank Road through the Fourth Street intersection.

SEC. 10-1-27

When signs or parking meters are erected in any block giving notice thereof, no person shall park or leave standing any vehicle for longer than the period specified upon any of the following highways, streets, or parts thereof, except temporarily for the purpose of and while actually engaged in receiving or discharging passengers. However, this provision shall not apply to Saturdays, Sundays and legal holidays.

...

(b) PARKING FOR MORE THAN ONE CONSECUTIVE HOUR, MONDAY THROUGH FRIDAY, 7:30 AM TO 3:30 PM

(1) School Court, on school days.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this day of , 2012.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk