

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**

June 2, 2014

6:45 PM

or immediately following the Administration Committee

AGENDA

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE

1. [May 19, 2014](#)

D. DISCUSSION / ACTION ITEMS

1. [Authorization to Execute WisDOT Bridge Operation Agreement for Fiscal Year 2015](#)
2. [Recommendation to Award; Water Treatment Facility Low Lift Pump Modifications Project M0002-930724; J.F. Ahern Company; \\$429,900.00 \(Menasha Utilities\)](#)

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."

DRAFT

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
May 19, 2014
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Sevenich at 9:21 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Nichols, Taylor, Sevenich, Langdon, Keehan, Zelinski, Englebert, Benner
EXCUSED:

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, ASD Steeno, DPW Radtke, CDD Keil, PC Styka,
PHD Nett, Sanit. Drew, PP Homan, Deputy Clerk Strauss.

C. MINUTES TO APPROVE

1. May 5, 2014

Moved by Ald. Taylor seconded by Ald. Keehan to approve minutes.

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Street Use Application – Motorcycle Show; Tuesday, June 10, 2014; 6:00 PM – 9:00 PM \(The Locker Room\)](#)

Moved by Ald. Taylor, seconded by Ald. Zelinski to Forward to Council with No Recommendation.

General Discussion Ensued.

Motion carried on roll call 6-2 (Nichols and Langdon voted no)

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

General Discussion Ensured.

3. [Resolution R-16-14 Regarding Racine Street/Twelfth Street and USH10/STH 441 Interchange \(Ald. Sevenich and Ald. Taylor\)](#)

Moved by Ald. Taylor, seconded by Ald. Langdon to recommend to Council Resolution R-16-14

Regarding Racine Street/Twelfth Street and USH10/STH 441 Interchange

General Discussion Ensued.

Motion carried on voice vote.

4. [Ordinance O-8-14: An Ordinance Repealing and Replacing Section 8-3-9 Relating to Compost Boxes and Amending Section 8-3-7\(q\)\(1\) Relating to Penalties for Improperly Placed Refuse \(Ald. Englebert\)](#)

Moved by Ald. Taylor, seconded by Ald. Keehan to recommend to Council Ordinance O-8-14 An

Ordinance Repealing and Replacing Section 8-3-9 Relating to Compost Boxes and Amending Section 8-3-7(q)(1) Relating to Penalties for Improperly Placed Refuse.

General Discussion Ensued.

Motion carried on roll call 7-1 (Nichols voted no).

E. ADJOURNMENT

Moved by Ald. Taylor, seconded by Ald. Langdon to adjourn at 10:25 p.m.

Motion carried on voice vote.

Respectfully submitted by Susan Strauss, Deputy City Clerk.

BRIDGE OPERATION AGREEMENT
TAYCO STREET BRIDGE, (B-70-97)
RACINE STREET BRIDGE, (B-70-01)
WINNEBAGO COUNTY – WISCONSIN
0070-01-52
FISCAL 2015

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, 2014, thru June 30, 2015, 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

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

- (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.
 - (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



321 Milwaukee Street • P.O. Box 340 • Menasha, WI 54952-0340 www.menashautilities.com

MEMORANDUM

TO: Mark Radtke, Director
Public Works

FROM: Melanie Krause, General Manager
Tim Gosz, Water Plant Supervisor

DATE: May 28, 2014

SUBJECT: Recommendation for Award

At the Regular Meeting on May 28 the Menasha Utilities Commission passed a motion for the Board of Public Works to recommend to the Common Council authorization of award of the Low Lift Pump Replacement, Raw Water Piping project contract M0002-93724 to the low bidder, J.F. Ahern Co., in the amount of \$429,900.00. This project is for replacement and relocation of the low lift raw water pump and raw water line. This is a budgeted project.

Copies of supporting documents are enclosed.

McMAHON

ENGINEERS ARCHITECTS

May 22, 2014

Melanie Krause, General Manager
Menasha Utilities
321 Milwaukee Street
P.O. Box 340
Menasha, WI 54952-0340

Re: Menasha Utilities
City Of Menasha - Winnebago & Calumet County, Wisconsin
Water Treatment Facility
Low Lift Pump Modifications
Letter Of Recommendation
McM. No. M0002-93724

Dear Melanie:

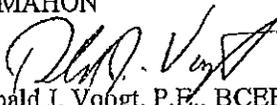
On Thursday, May 22, 2014, Bids were received in the offices of the Menasha Utilities for the above referenced project. A total of four Bids were received, ranging in Base Bid price from \$429,900.00 to \$493,300.00. Alternate Bids were also requested to substitute Schedule 10 316L stainless steel (Bid Tabulation enclosed).

It is our recommendation that the award be based on the Base Bid, utilizing cement-mortar-lined steel pipe because this type of pipe has superior corrosion-resistance to the stainless steel alternate. Therefore, we recommend awarding Contract M0002-930724 to the low, responsible Bidder, J.F. Ahern Co., for the Base Bid in the amount of \$429,900.00.

If you agree with our recommendation, please date and sign the enclosed Notices of Awards, and return all copies to our office for incorporation into the Contract Documents.

If you have any questions, please feel free to contact me.

Very truly yours,
McMAHON


Donald J. Voogt, P.E., BCBE
Associate / Senior Project Engineer

DJV:smdt

Enclosures: Bid Tabulation / Notice of Awards

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: J.F. AHERN CO.
855 Morris Street | P.O. Box 1316
Fond du Lac, WI 54936-1316

Contract No. M0003-930724

Project: Water Treatment Facility
LOW LIFT PUMP MODIFICATIONS
MENASHA UTILITIES
City Of Menasha | Winnebago & Calumet Counties, Wisconsin

You are notified that your Bid, dated May 22, 2014, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the Low Lift Pump Modifications for Menasha Utilities, City of Menasha, Winnebago and Calumet Counties, Wisconsin.

The Contract Price of your Contract is: Base Bid
Four Hundred Twenty-Nine Thousand Nine Hundred & no/100 Dollars
(\$429,900.00)

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.1) and Supplementary Conditions.
3. You must deliver insurance certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

MENASHA UTILITIES
City of Menasha
Winnebago & Calumet Counties, Wisconsin

(authorized signature)

(title)

Witness: _____

00 51 00.00 - 1



1445 McMahon Drive / P.O. Box 1025
 Neenah, WI 54956 / 54957-1025
 920-751-4200 / 920-751-4284 - Fax
 www.mcmgrp.com

BID TABULATION

Owner: **MENASHA UTILITIES**
 CITY OF MENASHA
 Winnebago & Calumet Counties, Wisconsin

Project Name: **Water Treatment Facility**
LOW LIFT PUMP MODIFICATIONS

Contract No. M0002-930724

Bid Date / Time: May 22, 2014 @ 2:00 p.m., local time

Project Manager: Donald J. Voogt, P.E., BCEE

Contract M0002-930724	J.F. AHERN CO. 855 Morris Street P.O. Box 1316 Fond du Lac, WI 54936-1316 (Bidder)	AUGUST WINTER & SONS, INC. 2323 N. Roemer Rd. P.O. Box 1896 Appleton, WI 54912-1896 (Bidder)	COENEN MECHANICAL, LLC 2619 E. Capitol Drive Appleton, WI 54911 (Bidder)	STAAB CONSTRUCTION 1800 Laemle Ave. P.O. Box 900 Marshfield, WI 54449- 0900 (Bidder)
BASE BID:	\$429,900.00	\$436,800.00	\$438,565.00	\$493,300.00
Alternate Bid #1 Substitute Schedule 10 316L Stainless Steel	<i>Add To Base Bid</i> +\$2,600.00	<i>Deduct From Base Bid</i> -\$8,000.00	<i>Deduct From Base Bid</i> -\$15,900.00	<i>Add To Base Bid</i> +\$18,000.00
Addenda Ack.	Yes - #1 & #2	Yes - #1 & #2	Yes - #1 & #2	Yes - #1 & #2
Bid Security	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond