

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
September 4, 2012
6:45 PM
or immediately following the Administration Committee

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. August 20, 2012
- D. ACTION ITEMS
 - 1. Street Use Application – MHS Homecoming Parade; Friday, October 5, 2012; 5:30 PM – 6:00 PM; (Menasha High School)
 - 2. Payment – Northeast Asphalt, Inc.; Contract Unit No. 2012-03; Street Reconstruction, Concrete Curb & Gutter, Asphalt Pavement; Paris Street/Manitowoc Street: \$98,011.66 (Payment No. 2)
 - 3. Payment – MCC, Inc.; Contract Unit No. 2012-02; New Street Construction- Concrete Curb & Gutter; Kelly Lake Drive, South ½ of Woodland Hills Subdivision; \$34,347.10 (Payment No. 2)
 - 4. Request to Eliminate Street Light at 608 Eighth Street
 - 5. Recommendation to Reject Bids – Contract Unit No. 2012-01; Midway Road Concrete Walk Construction
 - 6. Authorization to Execute Inter-Municipal Agreement with the Town of Menasha Regarding Midway Road Concrete Walk Construction
- 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
August 20, 2012
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 6:48 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, C/T Stoffel, PRD Tungate, LD Lenz, Clerk Galeazzi, and the Press.

C. MINUTES TO APPROVE

1. [August 6, 2012](#)

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

Motion carried on voice vote.

D. ACTION ITEMS

1. [Street Use Application – Community First Fox Cities Marathon; Sunday, September 23, 2012; 6:00 AM – 2:00 PM \(Community First Credit Union\)](#)

Moved by Ald. Klein, seconded by Ald. Englebert to recommend to Common Council Street Use Application for Community First Fox Cities Marathon, Sunday Sept. 23, 2012, 6:00AM-2:00PM (Community First Credit Union).

Motion carried on voice vote.

2. [Street Use Application – SMC Homecoming Parade; Friday, October 5, 2012; 5:00 PM – 6:00 PM \(St. Mary Central HS\)](#)

Moved by Ald. Englebert, seconded by Ald. Benner to recommend to Common Council Street Use Application for SMC Homecoming Parade, Friday Oct. 5, 2012, 5:00-6:00PM (St. Mary Central HS).

Motion carried on voice vote.

3. [Payment – Northeast Asphalt, Inc.; Contract Unit No. 2012-03; Street Reconstruction, Concrete Curb & Gutter, Asphalt Pavement; Paris Street/Manitowoc Street; \\$96,029.12 \(Payment No. 1\)](#)

DPW Radtke explained the project is almost complete.

Moved by Ald. Zelinski, seconded by Ald. Krueger to recommend to Common Council Payment to Northeast Asphalt Inc, Contract Unit No. 2012-03, Street Reconstruction Concrete Curb and Gutter, Asphalt Pavement, Paris Street/Manitowoc Street, \$96,029.12 (Payment No. 1)

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Krueger, seconded by Ald. Langdon to adjourn at 6:53 p.m.

Motion carried on voice vote.

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

STREET USE APPLICATION

Event: Homecoming Parade
 Sponsored by: Menasha High School
 Responsible Person: Rick Grable
 Address: 420 7th St.
Menasha, WI 54952
 Phone: 920-967-1806
 Email Address: GrableR@mvsd.k12.wi.us

Street Use Date:	<u>Oct 5, 2012</u>
Start Time:	<u>5:30</u>
End Time:	<u>6:15</u>
Number of Units:	<u>20</u>
(Parades)	

Street Route: (Attach Map) (See attached)
 Description of Use

Liability Insurance has been secured in the amount of \$ 5,000,000 with the City of Menasha named as the additional insured. This is primary insurance.
 Insurance Company Maritime Insurance Group Policy No. SLC2221312
 (Attached is a copy of the certificate of insurance and endorsement, each naming the City of Menasha as additional insured)

Date: 8/3/12 Applicant's Signature: [Signature]

red ct #19667

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.

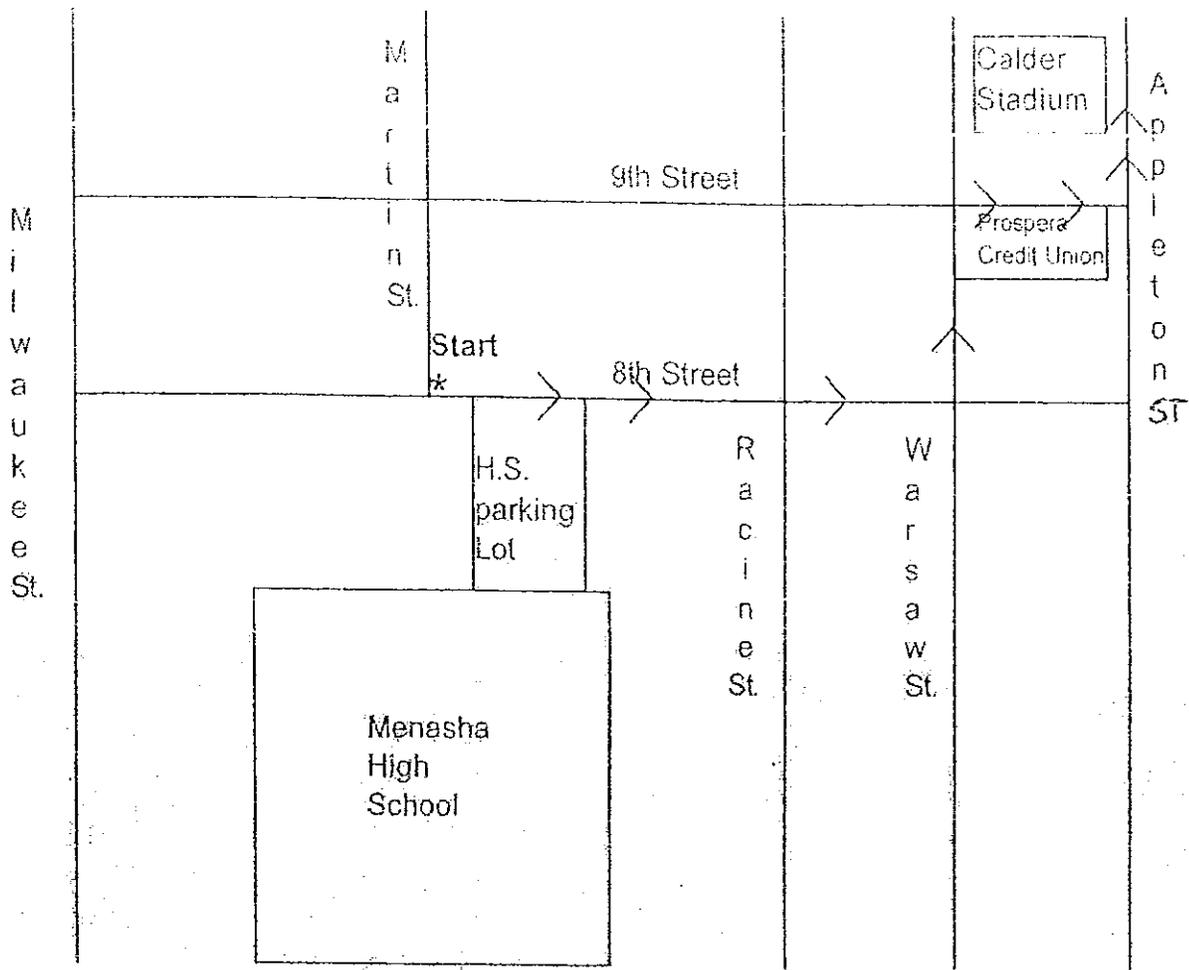
Note to events planning to use City Parks and/or greenspace: Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

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: 9/17/12
 Approved: _____ Denied: _____

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



HOMECOMING PARADE DIRECTIONS

PARADE STARTS AT 5:30 P.M.

- *Start at the corner of Martin St. and 8th St. (By the H.S. Parking Lot).
- *Cross over Racine St.
- *Turn left on Warsaw St.
- *Turn right on 9th St. (By Prospera Credit Union)
- *Turn left on Appleton St.
- *This road leads into Calder Stadium.

8/17/2012

MHS will pick up the "no parking" signs from the Public Works Facility on Friday, October 5, 2012 and return them on Monday, October 8 per Jody of MHS. cs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maritime Insurance Group 832 Niagara Avenue Sheboygan WI 53081		CONTACT NAME: Donna Gibeault, ACSR, WISC PHONE (A/C No, Ext): (920) 457-7781 FAX (A/C No): (920) 451-8248 E-MAIL ADDRESS: dgibeault@maritime-ins.com	
INSURED Menasha Joint School District 328 6th Street P O Box 360 Menasha WI 54952-0360		INSURER(S) AFFORDING COVERAGE INSURER A: Community Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12/13 Certificate **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	SGL2221312	7/1/2012	7/1/2013	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ Included	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person)				\$ None	
	<input checked="" type="checkbox"/> School Board E&O	PERSONAL & ADV INJURY				\$ Included	
	GEN'L AGGREGATE LIMIT APPLIES PER	GENERAL AGGREGATE				\$ None	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRODUCTS - COMP/OP AGG	\$ None	\$				
A	AUTOMOBILE LIABILITY		SGL2221312	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO	BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
						\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED <input type="checkbox"/> RETENTIONS						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

City of Menasha Carol Schmidt 140 Main St Menasha, WI 54952	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Gibeault, ACSR, WISC <i>Donna M. Gibeault</i>
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CERTIFICATE OF INSURANCE

ISSUE DATE: 7/1/2012

AEGIS CORPORATION
18550 W. CAPITOL DRIVE
BROOKFIELD, WISCONSIN 53045
TEL: (800) 391-1116
FAX: (262) 783-6091

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED:
Menasha Joint School District
P.O. Box 360
328 Sixth Street
Menasha, WI 54952

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER A

COMMUNITY INSURANCE CORPORATION

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OF OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	LIABILITY GENERAL LIABILITY SCHOOL BOARD E&O AUTOMOBILE LIABILITY ALL OWNED AUTOS HIRED & NON-OWNED AUTOS UNINSURED MOTORISTS	SGL2221312	7/1/2012	7/1/2013	\$5,000,000 EACH OCCURRENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEM

Certificate Holder is named as an Additional Insured with regard only to the Homecoming Parade on 10/5/12.

CERTIFICATE HOLDER:

City of Menasha
140 Main Street
Menasha, WI 54952

AUTHORIZED REPRESENTATIVE

ri Heacor

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**MENASHA SCHOOL DISTRICT
ADDITIONAL INSURED CERTIFICATES
2012 - 2013**

**Violent Acts Coverage Endorsement
FORM # CIC-SD4110 (4/10)
ADDITIONAL INSURED - END. #01**

*City of Menasha
140 Main Street
Menasha, WI 54952
FORM #2201
ADDITIONAL INSURED - END. #02
RE: the Homecoming Parade on 10/5/12.*

*Neenah Menasha YMCA of the Fox Cities
110 W North Water St
Neenah, WI 54956
FORM #2208
ADDITIONAL INSURED - END. #03
RE use of the facilities for the 4 year old
kindergarten program during the school year.*

*Ailco Equipment Finance Group, Inc.
P. O. Box 710
Brookfield, WI 53008
FORM #2204
ADDITIONAL INSURED - END. #04
RE: the leased equipment; 22 TOSHIBA
COPIERS Value \$ 150,000.00*

Certificate of Payment

Date: August 30, 2012 Payment Request: Two (2)
 Contractor: Northeast Asphalt, Inc.
 Address: W6380 Design Drive, Greenville, WI 54942
 Contract Unit No.: 2012-03
 Project Description: Street Reconstruction – Concrete Curb & Gutter
 Asphalt Pavement Alternate for Concrete Pavement
 Paris Street/Manitowoc Street

Original Contract Amount \$ 216,014.12
 Change Order No.: - _____ Amount: \$ _____ -
 Previous Change Order(s): \$ _____ -
 Total Contract Amount (Including Change Orders) \$ 216,014.12
 Total Earned to Date (Summary Attached) \$ 196,040.78
 Less Retainage \$ 2,000.00
 Amount Due \$ 194,040.78
 Previous Payments \$ 96,029.12
 Amount Due this Payment \$ 98,011.66

Estimate Period: From August 16, 2012 to August 30, 2012

I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.

Date: _____ By: _____

Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.

Recommended for Payment

Director of Public Works: _____ Date: _____

Common Council Approval Date: _____

Finance Department

<u>Account Number</u>	<u>Budget</u>	<u>Charge to Account</u>
	\$	
	\$	
	\$	
	\$	

City of Menasha Contract Unit No. 2012-03

Street Reconstruction Concrete Curb & Gutter, Asphalt Pavement - Paris Street / Manitowoc Street

Payment # TWO (2)

ITEM	QUANTITY	DESCRIPTION			YTD	
			BASE BID	UNIT PRICE	ITEM TOTAL	QUANTITY
1	2,724	Unclassified Excavation/CY	\$ 5.65	\$ 15,390.60	2742	\$ 15,492.30
2	4,784	Fine Grading and Compaction/SY	\$ 0.85	\$ 4,066.40	4784	\$ 4,066.40
3	374	24" Concrete Curb and Gutter/LF	\$ 7.75	\$ 2,898.50	374	\$ 2,898.50
4	2,947	30" Concrete Curb and Gutter/LF	\$ 8.13	\$ 23,959.11	2920	\$ 23,739.60
5	2,756	3" Crushed Stone Base Course/Ton	\$ 9.56	\$ 26,347.36	1440.04	\$ 13,766.78
6	574	Placement of Salvaged Pulverized Material/CY	\$ 5.05	\$ 2,898.70	574	\$ 2,898.70
7	1,686	Lawn and Terrace Restoration/SY	\$ 3.40	\$ 5,732.40	1450	\$ 4,930.00
8	619	Asphalt Binder 2 1/4" Thick Type E-1 19.0 mm/Ton	\$ 49.80	\$ 30,826.20	612.24	\$ 30,489.55
9	482	Asphalt Surface 1 3/4" Thick Type E-1 12.5 mm/Ton	\$ 55.30	\$ 26,654.60	475.31	\$ 26,284.64
10	4,298	6" Thick Concrete Driveway Apron & Sidewalk Remove and Replace/SF	\$ 5.05	\$ 21,704.90	4298	\$ 21,704.90
11	2,616	3" Thick Asphalt Driveway Remove and Replace/SF	\$ 2.90	\$ 7,586.40	4469.12	\$ 12,960.45
12	460	4" Concrete Walk & Handicap Ramp Remove and Replace/SF	\$ 4.80	\$ 2,208.00	460.00	\$ 2,208.00
13	118	15" SDR 35 PVC Pipe/LF	\$ 28.00	\$ 3,304.00	107	\$ 2,996.00
14	173	12" Class V Concrete Pipe/LF	\$ 30.00	\$ 5,190.00	162.50	\$ 4,875.00
15	262	15" Class V Concrete Pipe/LF	\$ 36.00	\$ 9,432.00	261	\$ 9,396.00
16	16	18" SDR 35 PVC Pipe/LF	\$ 59.00	\$ 944.00	14.50	\$ 855.50
17	41	4" SDR 35 PVC Pipe/LF	\$ 22.00	\$ 902.00	42	\$ 924.00
18	2	New 4" Diameter Manhole/Ea	\$ 1,400.00	\$ 2,800.00	2	\$ 2,800.00
19	1	Remove and Replace 5" Diamer Manhole/Ea	\$ 2,400.00	\$ 2,400.00	1	\$ 2,400.00
20	2	New 2' x 3' Inlet/Ea	\$ 1,400.00	\$ 2,800.00	2	\$ 2,800.00
21	3	Remove and Replace 2' x 3' Inlet/Ea	\$ 1,600.00	\$ 4,800.00	3	\$ 4,800.00
22	180	4" Under Pavement Drain/LF	\$ 6.50	\$ 1,170.00	180	\$ 1,170.00
23	93	Salvaged Pulverized Material for Storm sewer Removal/CY	\$ 3.50	\$ 325.50	93	\$ 325.50
24	93	Storm Sewer Removal Excavation/CY	\$ 5.65	\$ 525.45	93	\$ 525.45
25	9	Manhole Adjustment/Ea	\$ 200.00	\$ 1,800.00	0	\$ -
26	3	Water Valve Adjustment/Ea	\$ 75.00	\$ 225.00	0	\$ -
27	3	Inlet Adjustment/Ea	\$ 200.00	\$ 600.00	3	\$ 600.00
28	102	Full Depth Pavement Saw Cutting/LF	\$ 1.50	\$ 153.00	89	\$ 133.50
29	12	Concrete Curb Head Saw Cutting/LF	\$ 30.00	\$ 360.00	0	\$ -
30	810	No. 4 Epoxy Coated Rebar/LF	\$ 1.00	\$ 810.00	810	\$ 810.00
31	5	Tree and Stump Removal/Ea	\$ 800.00	\$ 4,000.00	6	\$ 4,800.00
32	1	Traffic Control/LS	\$ 100.00	\$ 100.00	1	\$ 50.00
33	1	Erosion Control/LS	\$ 1,100.00	\$ 1,100.00	1	\$ 550.00
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 and/or better preconstruction condition as required and related to the overall project/LS	\$ 2,000.00	\$ 2,000.00	1	\$ 1,000.00
Total (Items 1-34)				\$ 216,014.12		\$ 196,040.78

Certificate of Payment

Date: August 30, 2012 Payment Request: Two (2)
 Contractor: MCC, Inc.
 Address: PO Box 1137, Appleton, WI 54912-1137
 Contract Unit No.: 2012-02
 Project Description: New Street Construction – Concrete Curb & Gutter
 Kelly Lake Drive, South ½ of Woodland Hills Subdivision

Original Contract Amount	\$ 77,127.94
Change Order No.: _____ Amount: \$ _____	
Previous Change Order(s): \$ _____	
Total Contract Amount (Including Change Orders)	\$ 77,127.94
Total Earned to Date (Summary Attached)	\$ 76,127.76
Less Retainage	\$ 500.00
Amount Due	\$ 75,627.76
Previous Payments	\$ 41,280.66
Amount Due this Payment	\$ 34,347.10

Estimate Period From : August 3, 2012 to August 30, 2012

I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.

Date: _____ By: _____

Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.

Recommended for Payment

Director of Public Works: _____ Date: _____

Common Council Approval Date: _____

Finance Department

<u>Account Number</u>	<u>Budget</u>	<u>Charge to Account</u>
	\$	
	\$	
	\$	
	\$	

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	BASE BID	DESCRIPTION	BASE BID		Payment		Two (2)	
				UNIT PRICE	ITEM TOTAL	QUANTITY	YTD	QUANTITY	TOATAL
1	3,968		30" Concrete Curb & Gutter/LF	\$ 8.03	\$ 31,863.04	3962.00	\$	31,814.86	
2	165		Remove Existing Concrete Curb & Gutter at Roundabout Island - Replace with 4" Sloped Curb & Gutter/LF	\$ 22.00	\$ 3,630.00	167.00	\$	3,674.00	
3	151		4" Sloped Concrete Curb & Gutter (20" Wide) Around Splitter Islands/LF	\$ 18.00	\$ 2,718.00	159.00	\$	2,862.00	
4	50		Remove Concrete Curb & Gutter/LF	\$ 5.00	\$ 250.00	55.00	\$	275.00	
5	11		Utility Adjustments/Ea	\$ 325.00	\$ 3,575.00	11.00	\$	3,575.00	
6	1		Water Valve Adjustment/Ea	\$ 200.00	\$ 200.00	0.00	\$	-	
7	1,885		No. 4 Epoxy Coated Rebar/LF	\$ 1.00	\$ 1,885.00	920.00	\$	920.00	
8	4,287		Lawn and Terrace Restoration/SY	\$ 5.65	\$ 24,221.55	4287.00	\$	24,221.55	
9	299		7" Thick Colored Stamped Concrete Pavement Traffic Splitter Island/SF	\$ 9.65	\$ 2,885.35	299.00	\$	2,885.35	
10	1		Traffic Control/LS	\$ 2,400.00	\$ 2,400.00	1.00	\$	2,400.00	
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	1.00	\$	3,500.00	
			TOTAL BASE BID (ITEMS 1-11)		\$ 77,127.94		\$	76,127.76	



Memorandum

DATE: August 29, 2012

TO: Menasha Board of Public Works

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

RE: Request to Eliminate Street Light near 608 Eighth Street

A request has been submitted by a resident living on Eighth Street to eliminate a street light on Menasha Utilities Pole #1113 on Eighth Street. Enclosed with this report is a drawing showing the approximate locations of existing street lights in the vicinity. Also enclosed are the email records of the original request along with my response.

Reviewing the street light locations along this corridor, there is generally one light at each intersection and one at mid block between intersections, with the exception being no light between Racine Street and Warsaw Street. To remove just this one light on Pole #1113 would create an inconsistent street light spacing along Eighth Street. To relocate the light to the pole to the east could result in those residents making the same complaint regarding the brightness of the light, so I don't condone that action. There is no way to effectively block the light at the fixture.

Because there are no large trees along most of this block and because the Racine to Warsaw segment also has no mid block street light, I would not be strongly opposed to its elimination at this time. I don't think it would create a dangerous situation as there are other locations in the City with a light spacing that would be approximately the same as the spacing if this light were removed. Elimination of just this light would result in non-uniform light spacing, however. The Police Department also may have useful information regarding the importance of street lighting as it relates to crime statistics or traffic concerns. The City's annual cost for each 150 watt high pressure sodium street light is approximately \$125.

Enclosures

C: Police Chief Styka

M:\word\BPW memo re street light Eighth St_8-29-12.docx

Mark Radtke

-----Original Message-----

From: Kathy Tonn [mailto:dktonn@sbcglobal.net]
Sent: Tuesday, August 14, 2012 9:09 AM
To: Tina Jansen
Subject: Web site street light outage report from Kathy Tonn

Kathy Tonn has submitted the following street light outage report.

Name: Kathy Tonn
Email: dktonn@sbcglobal.net
Daytime Phone Number: 920-729-7197
Service Mobile Phone:

Closest Address of Problem: 608 8th St.
Pole Direction: south
Pole Number:
Problem: Other

Specific Information: Good morning! In an effort to help Menasha "save" on their utility costs, the light at this location can be turned "off". Not only would it help save valuable dollars, it would also stop it from shining in my bedroom window. :) Just a suggestion???

Thanks!!

--- END form-generated email from your WPPI Member Web site ---

-----Original Message-----

From: Mark Radtke
Sent: Wednesday, August 15, 2012 3:15 PM
To: 'dktonn@sbcglobal.net'
Subject: FW: Web site street light outage report from Kathy Tonn

Kathy,

Your request was forwarded to me by Menasha Utilities. The Menasha Common Council makes the final decision regarding street lights so if you want your request considered by the Council, please let me know and we will place it on a future Board of Public Works agenda.

Thanks, Mark

Mark Radtke
Director of Public Works
City of Menasha
Phone 920-967-3610
Fax 920-967-5272
mrادتke@ci.menasha.wi.us

-----Original Message-----

From: Dave & Kathy Tonn [mailto:dktonn@sbcglobal.net]
Sent: Wednesday, August 15, 2012 9:13 PM
To: Mark Radtke
Subject: Re: Web site street light outage report from Kathy Tonn

Hi Mark,

Thanks for the email! I would really appreciate it if it could be considered.

Have a great day!

Kathy Tonn



Memorandum

DATE: August 29, 2012

TO: Board of Public Works

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

RE: Recommendation to Reject Bids – Contract Unit No. 2012-01; Midway Road Concrete Sidewalk Construction

The City of Menasha opened bids on Tuesday, August 29, 2012 for Contract Unit No. 2012-01, Midway Road Concrete Sidewalk Construction. Two bids were received as indicated on the enclosed itemized bid tabulation.

The project consists of constructing concrete sidewalk in the Town of Menasha and City of Menasha at various locations along Midway Road from Fatima Street to Home Avenue. Permanent easements are needed at nine locations in the City and one location in the Town. The City retained the services of an engineering firm to obtain our easements. Although it is expected we will obtain all the necessary easements in the near future, as of today, not all of the easements have been secured.

The City budgeted \$232,000 for this project. Both bidders were prequalified by City staff prior to the bid. Evaluating the two received bids, the low bid is well under the estimate while the other bid greatly exceeded our budget. In reviewing the low bid, it was discovered the Proposal sheet was not fully completed nor signed by the bidder. The Instruction to Bidders requires that the Proposal include the full name of the business, the business address and the written signature of the person(s) properly authorized to sign it.

City Attorney Captain was consulted for her opinion regarding the bid irregularity. Her review disclosed several other potential uncertainties regarding the business name and proposal prices. In response to these findings, and the extremely high price of the other submitted bid, it is my recommendation that both bids be rejected.

Because we received only two bids, some of the other potential bidders were contacted to ask why they chose not to submit a bid. They indicated their work load was heavy and they were concerned about finishing the project by the stated deadline. I recommend rebidding this project in early 2013 which will allow us to complete the easement acquisitions and likely provide us with a more competitive bid situation. Walk construction would be completed by early summer in 2013.

Enclosure

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GENERAL BID TABULATION
City of Menasha Contract Unit No. 2012-01
Midway Road Concrete Walk Construction
Midway Road - Various Locations from Fatima Street to Home Avenue
BID OPENING: Approximately 10:05 A.M., Tuesday, August 28, 2012
Department of Public Works, 140 Main Street, Menasha, WI

BIDDERS:

	NAME	ADDRESS	Total Base Bid	Bid Security
1.	Al Dix Concrete, Inc.	500 Draper Street, Kaukauna, WI 54130	\$184,154.39	X
2.	Fischer & Ulman Construction, Inc.	1115 S. Theodore Street, Appleton, WI 54915	\$327,933.50	X
3.				

Please Note: Bid award status is unknown at this time due to irregularities with the low bid

8/29/2012

DRAFT
INTERMUNICIPAL AGREEMENT
City of Menasha and Town of Menasha
Concrete Sidewalk Construction
Midway Road

This Agreement is being entered into between the City of Menasha, a Wisconsin Municipal Corporation located in Winnebago County and Calumet County, State of Wisconsin, hereinafter referred to as "City", and the Town of Menasha, a Wisconsin Municipal Corporation located in Winnebago County, State of Wisconsin, hereinafter referred to as "Town".

1. The City and Town agree to pursue the construction of concrete sidewalk, in 2012 or 2013, along Midway Road from Fatima Street to Home Avenue in locations determined by the City and Town where sidewalks do not currently exist.
2. The City and Town agree the sidewalk will directly benefit the City and Town and any pedestrians wishing to walk along Midway Road.
3. A portion of Midway Road abuts the City and a portion abuts the Town.
4. The City and Town agree the City shall be the lead agency in the preparation of plans and specifications, the bid letting process and construction staking to accomplish the selected portions of the construction project.
5. The City and Town shall each be responsible for its respective necessary easement or right of way acquisition.
6. The City shall be responsible to pay 100% of the cost for all project construction work in the City. The Town shall be responsible to pay 100% of the cost for all project construction work in the Town. All project staking costs shall be prorated on the basis of the lineal feet of new walk in each municipality.
7. The City and Town agree each municipality shall have a period of up to 15 days to review the bid prices prior to the City's acceptance of the lowest responsible bidder. The actual contract may be let by the City only after the 15 day review period. Following its review of the bid prices, if the Town informs the City it does not wish to pursue the project, the City may elect to undertake any portion of the project on its own.
8. The City and Town agree each municipality will be responsible for performing project inspection work within its own municipal boundaries. If the Town elects to use City inspection services, the cost shall be prorated on the basis of the lineal feet of new walk in each municipality.

9. When the construction contract is awarded, the City shall be the paying party for all contract work. The City shall provide a tabulation of all costs, including construction staking costs and construction inspection costs, if applicable. The Town shall reimburse the City within thirty days of billing for work completed in the Town.

10. This agreement shall terminate upon acceptance by the City of final payment from the Town of all Town related project costs or upon the parties' mutual agreement to terminate the agreement. Project costs at the time of any termination shall be based on the percentages in paragraph 6.

<p>Dated this _____ of _____, 2012.</p> <p style="text-align: center;">TOWN OF MENASHA</p> <p>By: _____ Dale Youngquist, Town Chairman</p> <p>_____ Karen Backman, Town Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____ Herrling Clark Law Firm Town of Menasha Attorney</p>	<p>Dated this _____ of _____, 2012.</p> <p style="text-align: center;">CITY OF MENASHA</p> <p>By: _____ Donald Merkes, Mayor</p> <p>_____ Deborah A. Galeazzi, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____ Pamela Captain City of Menasha Attorney</p>
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