



**City of Neenah
Board of Public Works Agenda
Tuesday, March 10, 2020
Neenah City Hall
Hauser Room**

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision-making responsibility. This may constitute a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

- I. Approval of the minutes of the February 25, 2020 meeting. (Minutes can be found on the City web site)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
 - A. Public Works
 1. Pay Estimate No. 2 for Contract 7-19 Breezewood Lane and Harness Farm Sanitary Sewer Construction to Dorner, Inc., Luxemburg, in the amount of \$63,641.45.
 - B. Community Development
 1. Addendum to the Integrity Acres Development and Fee Agreement
- V. Any announcements/questions for the Board.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6106 or e-mail attorney@ci.neenah.wi.us** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**Minutes of the Board of Public Works Meeting
Thursday, February 27, 2020, 12:00 p.m. Noon
Hauser Room**

MEMBERS PRESENT: Mayor Kaufert, City Attorney Godlewski, Director of Public Works Kaiser, Director of Finance Easker, Director of Community Development & Assessment Haese and Alderpersons Bates & Lang.

ALSO PRESENT: City Clerk Sturn, Director of Parks & Recreation Kading, Water Utility Director Mach and Forrest Bates.

Mayor Kaufert called the meeting to order at 12:00 p.m.

MINUTES: MSC Bates/Lang to approve the minutes from the February 11, 2020 meeting, all voting aye.

APPEARANCES: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

Public Works:

Award Contract 1-20: Dir. Kaiser reviewed the bid tabs for Contract 1-20 Sewer and Water Main & Street Construction on Abby Avenue, Clybourn, Center and Bond Streets. He recommended approval of the low bid from Kruczek Construction, Green Bay, in the amount of \$2,188,188.88. The estimate for this work was \$2,352,000. He further explained that Kruczek Construction has not worked in Neenah since the pond in the Industrial Park back in the mid to late 2000s. Kruczek will subcontract with Sommers to do the street work. The contractor will stage the driveway openings to make the driveways accessible. They will also maintain access to the other side of the tracks. The contractor is provided a timeline for their work. They are given a certain number of days to complete the utility work, provide some rest time and continue with the street work. Dir. Kaiser indicated this is included in the contract and he could provide that detail if anyone is interested. **MSC Godlewski/Kaiser to recommend to Council award Contract 1-20 Sewer and Water Main & Street Construction on Abby Avenue, Clybourn, Center and Bond Streets to the low bid from Kruczek Construction, Green Bay, in the amount of \$2,188,188.88, all voting aye.**

Award Contract 2-20: Dir. Kaiser advised bids were open this morning for Contract 2-20 Sewer and Water Main Construction on Van and Monroe Streets. In reviewing the bid tabs, he recommended approval of the low bid from Carl Bowers & Sons Construction, Inc., Kaukauna, in the amount of \$1,349,580.50. The estimate for this work was \$1,397,000. Last year, staff heard from contractors that they would prefer to just be responsible for the utilities and the street work be bid out separately. This contract is testing that practice. It will take more staff coordination to make sure everything is done properly. Bids for the street work were open this morning also. They typically will bring both at the same time however staff is waiting to resolve some issues with Shooting Star before bringing the street contract award to the Board. They will meet with the Town to discuss this on March 2nd. Dir. Kaiser indicated he can put those numbers together and provide a package total prior to Council approval. **MSC Kaiser/Godlewski to recommend to Council award Contract 2-20 Sewer and Water Main Construction on Van and Monroe Streets to the low bid from Carl Bowers & Sons Construction, Inc., in the amount of \$1,349,580.50, all voting aye.**

Report

Report

Parks and Recreation

Dir. Kaiser advised the Board that professional service agreements have typically gone through the Public Services & Safety Committee. The next two agenda items, Arrowhead Park Phase 1A Aquatic Habitat Restoration Design/Engineering Agreement and Phase 1A Road/Trail/Stormwater Design/Engineering Agreement should probably go to that Committee. He is planning on a special Public Services & Safety Committee meeting prior to Council on March 4th. These two items could be included on that agenda. **MSC Easker/Haese to amend the agenda by removing the Arrowhead Park Phase 1A Aquatic Habitat Restoration Design/Engineering Agreement and the Phase 1A Road/Trail/Stormwater Design/Engineering Agreement and placing them on the Special Public Services & Safety Committee meeting agenda for March 4, 2020, all voting aye.**

ADJOURNMENT

MSC Haese/Bates to adjourn at 12:25 p.m., all voting aye.

Respectfully Submitted,

A handwritten signature in black ink, reading "Patricia A. Sturn". The signature is written in a cursive, flowing style.

Patricia A. Sturn, WCPC, MMC
City Clerk

Pay To: Dorner Inc.
E506 Luxemburg Road
PO Box 129
Luxemburg, WI 54217

Contract No. Contract 7-19 Breezewood Lane and Harness Farm
Sanitary Sewer Construction


Water Work Order No: _____

Date: February 19, 2020

Estimate No. 2

Account Description	Account #	Payment	Contract Breakdown	Budget	Change Orders	Pd to Date
Breezewood Sanitary Sewer CF	046-5072-742-0236	\$63,641.45	\$408,870.00	\$408,870		\$76,972.33
Sanitary Sewer Repair/Replacement CF	046-5001-742-0236		\$40,190.00	\$456,537		\$0.00
						\$0.00
						\$0.00
TOTAL		\$63,641.45	\$449,060.00	\$865,407	\$0	\$76,972.33

Prepared by Public Works Department

February 19, 2020 

Approved by Public Works Department

March 10, 2020 

Approved by Board of Public Works

March 10, 2020

Approved by Common Council
(final payments only)

N/A

Approved by Water Commission
(final payments only)

N/A

Sent to Finance

March 10, 2020

Number of Attachments

1

City of Neenah
Public Works Department
Contract Payment Form

February 19, 2020

The following is Estimate No. 2 for Contract 7-19, Breezewood Lane
Sanitary Sewer Construction on Breezewood Lane, the Harness Farm and Cumings Lane
to Dornier Inc., E506 Luxemburg Road, PO Box 129, Luxemburg, WI 54217.

DESCRIPTION	Unit Price	Original Bid		Estimate No. 1		Estimate No. 2	
		Quantity	Total	Quantity	Total	Quantity	Total
A. Sanitary Sewer							
1. Silt Fence	\$2.00	2,300 L.F.	\$4,600.00	1,650 L.F.	\$3,300.00	1,650 L.F.	\$3,300.00
2. Inlet Protection Type D	\$175.00	2 Each	\$350.00	0 Each	\$0.00	0 Each	\$0.00
3. Ditch Check	\$150.00	4 Each	\$600.00	0 Each	\$0.00	0 Each	\$0.00
4. Tracking Pad	\$1,017.00	1 Lump Sum	\$1,017.00	1 Lump Sum	\$1,017.00	1 Lump Sum	\$1,017.00
5. Traffic Control	\$2,432.00	1 Lump Sum	\$2,432.00	0.5 Lump Sum	\$1,216.00	0.5 Lump Sum	\$1,216.00
6. Rock Excavation by Blasting	\$42.00	520 Lin Ft.	\$21,840.00	0 Lin Ft.	\$0.00	0 Lin Ft.	\$0.00
7. Rock Excavation Mechanical Removal	\$2.00	200 Cub Ft.	\$400.00	0 Cub Ft.	\$0.00	0 Cub Ft.	\$0.00
8. 21 inch Sanitary Sewer	\$123.00	1,214 Lin.Ft.	\$149,322.00	0 Lin Ft.	\$0.00	0.0 Lin Ft.	\$0.00
9. 15 inch SDR-35 PVC Sanitary Sewer	\$40.00	2,741 Lin.Ft.	\$109,640.00	1,484 Lin Ft.	\$59,360.00	2,748 Lin Ft.	\$109,920.00
10. 8 inch SDR-35 PVC Sanitary Sewer	\$49.00	185 Lin Ft.	\$9,065.00	0 Lin Ft.	\$0.00	0 Lin Ft.	\$0.00
11. 48 inch Sanitary Manhole	\$264.00	176 Vert. Ft.	\$46,464.00	54 Vert. Ft.	\$14,256.00	86 Vert. Ft.	\$22,704.00
12. Remove Existing Sanitary Manhole	\$703.00	1 Each	\$703.00	0 Each	\$0.00	0 Each	\$0.00
13. Core Existing Sanitary Manhole Remove & Replace Bench	\$2,249.00	1 Each	\$2,249.00	0 Each	\$0.00	0 Each	\$0.00
14. Clean and Televiser Sanitary Sewer	\$4,719.00	1 Lump Sum	\$4,719.00	0 Lump Sum	\$0.00	0.50 Lump Sum	\$2,359.50
15. Strip, Restore and Deconsolidate Top Soil in Field	\$7,498.00	1 Lump Sum	\$7,498.00	0.25 Lump Sum	\$1,874.50	1.00 Lump Sum	\$7,498.00
16. 12 inch Corrugated Metal Culvert Pipe	\$60.00	56 Lin Ft.	\$3,360.00	0 Lin Ft.	\$0.00	0 Lin Ft.	\$0.00
Part A. Sanitary Sewer Total			\$364,259.00		\$81,023.50		\$148,014.50
B. Street (HMA Pavement)							
1. Sawcut existing bituminous pavement	\$3.00	100 Lin. Ft.	\$300.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
2. Maintain Utility Trench	\$9.00	1,215 Lin. Ft.	\$10,935.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
3. Pulverize Existing Bituminous Pavement (Breezewood Lane)	\$0.80	2,970 S.Y.	\$2,376.00	0 S.Y.	\$0.00	0 S.Y.	\$0.00
4. Unclassified Excavation	\$27.00	300 C.Y.	\$8,100.00	0 C.Y.	\$0.00	0 C.Y.	\$0.00
5. Furnish and Install Crushed Aggregate Base	\$13.00	500 Ton	\$6,500.00	0 Ton	\$0.00	0 Ton	\$0.00
6. Fine grade and base preparation	\$2.00	2,970 S.Y.	\$5,940.00	0 S.Y.	\$0.00	0 S.Y.	\$0.00
7. Furnish and Install HMA pavement	\$65.00	660 Ton	\$42,900.00	0 Ton	\$0.00	0 Ton	\$0.00
8. Furnish and Install Pulverized Topsoil, Seed & Hydromulch	\$15.50	500 S.Y.	\$7,750.00	0 S.Y.	\$0.00	0 S.Y.	\$0.00
Part B. Street Total			\$84,801.00		\$0.00		\$0.00
TOTAL			\$449,060.00		\$81,023.50		\$148,014.50

NOTE (1): Retainage set per Wis. Statute 66.0901(9).

Retainage is 5% of the estimate until 50% of the work is completed.

At 50% completion, no additional amounts are retained.

For Final Estimates, there is no retainage.

C.O. 1	Work to date	\$81,023.50	Work to date	\$148,014.50
C.O. 2	Retainage ¹	\$4,051.18	Retainage ¹	\$7,400.73
C.O. 3	Due Contractor	\$76,972.33	Due Contractor	\$140,613.78
	Previously paid	\$0.00	Previously paid	\$76,972.33
	Due this estimate	\$76,972.33	Due this estimate	\$63,641.45

Respectfully submitted,



Gerry Kaiser, PE

Director of Public Works



M E M O R A N D U M

DATE: March 4, 2020
TO: Members of the Board of Public Works
FROM: Brad Schmidt, AICP, Deputy Director of Community Development and Assessment
RE: Addendum to Development Agreement – Integrity Acres Subdivision

Common Council approved the Development and Fee Agreement for the Integrity Acres Subdivision (Development Agreement) on April 17, 2019. The Subdivision is now complete and work on the 1st Addition to Integrity Acres Subdivision to the west has begun. The purpose for amending the Development Agreement is to remove the requirement for installing a 2" temporary mat on Integrity Way, consistent with the language in the Development and Fee Agreement for the 1st Addition to Integrity Acres Subdivision. With this proposed amendment, the City agrees to reimburse Integrity Custom Homes, LLC (Developer) \$23,310 which was collected as part of the escrow payment for the 2" temporary mat on Integrity Way. In addition, the Developer agrees to pay the City \$6,700 into an escrow account for the purpose of gravel street maintenance prior to the installation of the final street on Integrity Way. The final streets in Integrity Acres Subdivision and the 1st Addition to Integrity Acres subdivision will be completed at the same time.

Appropriate action at this time is to recommend Common Council approve the Addendum to the Development and Fee Agreement for Integrity Acres.

ADDENDUM TO DEVELOPMENT AND FEE AGREEMENT

CITY OF NEENAH TO INTEGRITY CUSTOM HOMES, LLC.

This Addendum to the Development and Fee Agreement for the Integrity Acres Subdivision (“Addendum”) entered into this ____ day of March, 2020 by and between the City of Neenah, a Wisconsin municipal corporation (“City”) and Integrity Custom Homes, LLC, (“Developer”).

WITNESSETH

WHEREAS, City and Developer entered into a Development and Fee Agreement on April 17, 2019; and,

WHEREAS, Developer has completed developing a subdivision referred to in the Agreement as “Integrity Acres”; and,

WHEREAS, the Development and Fee Agreement required an escrow payment of \$23,310 for a two-inch mat on Integrity Way; and,

WHEREAS, the City has changed its policy of when a two-inch mat is placed in a new subdivision; and,

NOW THEREFORE, in consideration of the above recitals, which are contractual, and the mutual promises contained herein, the parties agree to the following terms and conditions.

1. **REFUND AND PAYMENT.** The City agrees to refund the impact fee payment of \$23,310 (Twenty-Three Thousand Three Hundred and Ten Dollars) that was paid for a two-inch mat that is no longer needed to be installed, and the Developer agrees to pay a new impact fee of \$6,700.00 (Six Thousand Seven Hundred Dollars) for gravel street maintenance. This equals a net refund from the City to the Developer of \$16,610 (Sixteen Thousand Six Hundred and Ten Dollars).

2. **MODIFICATION OF TERMS.** The parties agree to the modifications to the Agreement submitted by the City striking section eight and replacing it with the following language:

8. **Streets, Curb and Gutter and Sidewalks Within the Subdivision Plat.**

Street Grading/Graveling: The Developer shall pay the full cost of grading/graveling all streets within the plat, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds

and other public areas. The City shall establish and enforce spring load limits on all gravel streets.

Gravel Street Maintenance: Prior to construction of the Final Street, the Developer shall be completely responsible for all gravel street maintenance including but not limited to:

- removal of mud, dust and other non-granular deleterious material on an “as needed” basis; periodically adding granular material necessary to re-establish the true line and grade and cross section of the street;
- place calcium chloride dust control treatment on the streets semi-annually;
- cleaning out catch basins;
- regrading and filling all potholes, settled areas and areas where traffic has disturbed the gravel periodically on an “as needed” basis;
- provide any City mandated dust control.

If during the time prior to the City accepting maintenance responsibility, the Developer fails to maintain the gravel streets in a manner acceptable to the City, the City shall, after a 48-hour notice to the Developer, perform the required maintenance on the gravel street and bill all costs for this maintenance work to the Developer. As assurance of reimbursement of those City costs, the Developer shall escrow an amount as identified in Exhibit 5 from which costs will be drawn in event of non-payment.

Two-Inch Asphalt Mat: Should the City determine that it is in its best interest to place a temporary two-inch asphalt mat on any streets within the plat, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas, cost for said two-inch mat construction shall be special assessed against the individual lots in Integrity Acres (See Exhibit 5).

Final Street: When installed, curb/gutter and final street pavement shall be assessed 100% by the City to the adjacent lot owners of record with the exception that all costs associated with installation of curb/gutter and permanent pavement that front all public lands, including but not limited to: parks, greenspace, trails, outlots, and detention ponds shall be prepaid, or escrowed, by the Developer based on estimated costs for new street construction. Once public improvements anticipated by this paragraph are installed, in the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to Developer. In the event that the escrow is insufficient, then the City reserves the right to

special assess the shortage against the individual lots in Integrity Acres (See Exhibit 5).

Sidewalks: The Developer shall pre-pay or escrow the estimated cost for installing sidewalk at the following locations: 1) on both sides of Integrity Way; 2) crossing Integrity Way at Woodenshoe Road; 3) crossing Woodenshoe Road to connect to the Woodenshoe Road trail. Said sidewalk shall be installed by the City in conjunction with construction of the final street, described above, unless otherwise scheduled with the approval of the City. The lot owner of record for lots that develop and install sidewalk prior to the scheduled construction of sidewalk in the subdivision shall be reimbursed from the pre-paid or escrowed funds an amount equal to the estimated cost of sidewalk installation for that lot. (See Exhibit 5).

IN WITNESS WHEREOF, the parties hereto accept the terms of this Addendum as of the date stated above.

CITY OF NEENAH

INTEGRITY CUSTOM HOMES, LLC

By:_____

By:_____