

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
First Floor Conference Room
100 Main Street
March 16, 2020
6:45 PM**

or immediately following the Administration Committee Meeting

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. MINUTES TO APPROVE
 - 1. March 2, 2020
- D. DISCUSSION / ACTION ITEMS
 - 1. Intermunicipal Agreement with City of Neenah – Abby Avenue Project
- 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
First Floor Conference Room
100 Main Street, Menasha
March 2, 2020
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Langdon at 9:10 p.m.

B. ROLL CALL

PRESENT: Aldermen Ann Schmidt, Tom Grade, Ted Grade, Randy Ropella, Rebecca Nichols, James Taylor, Stan Sevenich, Mark Langdon.

ALSO PRESENT: Mayor Merkes, CA Captain, CDD Schroeder, DPW Alix, DDMO Brown, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. February 17, 2020

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

General discussion ensued on contents of minutes.

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. Seventh Street Rehabilitation

DPW Alix explained in preparing for the rehabilitation of parts of Seventh Street and State Street it was discovered some issues with failing storm sewer pipes. Since the cost to repair the failing storm sewer pipes was not budgeted for in the 2020 budget, suggested options are to use unused 2019 and available 2020 Stormwater Utility funds or to postpone the project to next year. Postponing the project will incur additional costs to patch the proposed water main trenches and push back other street projects. Staff recommends to use the unused 2019 and available 2020 Stormwater Utility funds. There is a surplus of funds in the Stormwater Utility.

Moved by Ald. Ropella seconded by Ald. Ted Grade to recommend to Common Council approval of unused 2019 and available 2020 Stormwater Utility funds be used to replace the failing storm sewer on both Seventh Street and State Street.

Motion carried on roll call 8-0.

2. Automated Refuse Truck

DPW Alix and DDMO Brown explained funds are budgeted for purchase of a used automated refuse truck. Working with a local vendor, a used truck is available in Texas. Staff is asking for authorization to send a City mechanic to inspect the truck before it's purchased.

Moved by Ald. Taylor seconded by Ald. Tom Grade to send a mechanic to Texas, funds to come from equipment fund, for approximately \$865 to look at the 2017 Heil automated refuse truck and to purchase it provided it passes our inspection.

General discussion ensued on approving of travel of the City mechanic to Texas, how vehicle will be delivered, cost of delivery included in cost of vehicle, number of service miles on the vehicle, other uses of this particular vehicle, and the life expectancy of the vehicle.

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

Moved by Ald. Taylor seconded by Ald. Schmidt to recommend to Common Council approval to purchase Automated Refuse Truck not to exceed \$225,000.
Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Tom Grade to adjourn at 9:39 p.m.
Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk

DRAFT



Memorandum

To: Board of Public Works

From: Adam Alix, Director of Public Works
Corey Gordon, Deputy Dir. Of Engineering

Date: March 12, 2020

Re: Intermunicipal Agreement with City of Neenah-Abby Avenue Project

The accompanying agreement spells out how the Abby Avenue reconstruction project costs are to be shared. In summary, the sanitary sewer relay and street construction costs are being split evenly. However the storm sewer costs are being split with the City of Neenah paying more due the need to increase the size of the pipe due to the larger drainage basin being served by the system.

In addition, the agreement addresses the potential need in the future to upsize the storm sewer pipe on Mathewson Street that carries the storm water to the lake. We will receive a credit on this project in the amount of \$18,490 based on the costs difference of increasing the pipe size.

The budget for this project is \$363,784 which is spread out in the general fund, storm water utility fund and sanitary sewer fund. Our share of the cost of this project is anticipated to be \$338,913 before the upsize pipe credit noted above which will net out our share of the costs at \$320,423.

Staff recommends entering into this agreement with the City of Neenah for the Abby Avenue reconstruction project.

ABBY AVENUE RECONSTRUCTION
INTERMUNICIPAL AGREEMENT
CITY OF MENASHA - CITY OF NEENAH

THIS AGREEMENT entered into under Wis. Stat., § 66.0301 between the City of Menasha, a Wisconsin Municipal Corporation, located in Winnebago County, State Wisconsin, hereafter called “Menasha”; and the City of Neenah, a Wisconsin Municipal Corporation, located in Winnebago County, State of Wisconsin, hereafter called “Neenah”.

Recitals

WHEREAS, Menasha and Neenah hereby agree to reconstruct Abby Avenue in 2020;
and

WHEREAS, the Abby Avenue reconstruction will consist of road resurfacing with curb/gutter repairs and bituminous pavement (the “ROAD WORK”); and

WHEREAS, the north half of Abby Avenue is located within Menasha and the south half is located within Neenah (see Exhibit A); and

WHEREAS, Menasha and Neenah wish to take the opportunity of the Road Work to replace sanitary sewer, water and storm water facilities under the road (UTILITY WORK); and

WHEREAS, Menasha and Neenah have negotiated an arrangement whereby Neenah will be responsible for planning, designing, and bidding the Work, and the parties will share costs of the Road Work and Utility Work as set forth below.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration the receipt of which is acknowledged, the parties hereby agree as follows:

1. Neenah shall be solely responsible for contracting for the Road Work and Utility Work. This includes, but is not limited to, preparing all engineering plans necessary to design the Road Work and Utility Work, preparing all contract documents necessary to solicit bids, and bidding for the Road Work and Utility Work. The parties will share in the costs of these activities as set forth in Paragraph 4.
2. Menasha shall review contract documents prior to bid solicitation.
3. Neenah shall be responsible for paying all contractors performing the Road Work and Utility Work. Neenah shall invoice Menasha on a periodic basis for the Menasha’s share of the costs of the Road Work and Utility Work as set forth in Paragraph 4. The invoices shall only require payment for that portion of the Work in place at the time the invoice is submitted. Menasha shall pay invoices within 30 days of their receipt.

4. The parties agree to share all costs in the following manner:
 - a. Design and Construction Services: The cost share for the Road Work and Utility Work shall be based on the locations of or owner of the facility as outlined in Exhibit B.
 - b. Curb & Gutter, Sidewalk and Apron installation costs shall accrue to the jurisdiction of the abutting lot.
 - c. Storm Sewer Lateral installation costs shall accrue to the jurisdiction of the lot being served.
 - d. Sanitary Sewer Lateral replacement is required for all properties served by the sanitary sewer main. Lateral replacement costs shall accrue to the jurisdiction of the lot being served.
 - e. Neenah shall review and recommend action on change orders related to the Road Work in consultation with Menasha. The decision of Neenah shall be final. Neenah shall notify Menasha of said actions.
 - f. Neenah shall review and recommend action on change orders related to the Utility Work in consultation with Menasha. The decision of Neenah shall be final. Neenah shall notify Menasha of said actions.
 - g. The parties agree that the final invoice submitted to Menasha shall include an administrative charge equal to 10% of Menasha's total cost share.
 - h. The parties agree that Neenah will pay to Menasha a portion of the cost to replace the 18-inch storm sewer running from Menasha MHA-4 (Neenah MH#21-393, located at the Abby Avenue/Matthewson Street intersection) to Menasha MHA-1 (located at the Matthewson Street/Madison Street intersection). The Neenah payment will be in the form of a deduct to billings for the Abby Avenue project. The amount shall be calculated using the cost share outlined in Exhibit B for 24-inch Storm Sewer Main. With a storm sewer main length of 435 feet, this results in a Neenah payment of \$18,490:

5. To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, and their respective elected officials, officers, employees, insurers and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, (together "Claim") arising out of or resulting from or in connection with the performance of the Work, provided that either party's obligation under this section applies only to the extent of its fault, negligence, or willful acts. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution that would otherwise exist.

6. Prior to starting the Work, Neenah shall obtain insurance from the contractor performing the Work as follows:
 - Worker's Compensation: Statutory Limits
 - Employer's Liability:

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

- Comprehensive Auto Liability Each Occurrence \$500,000
 Comprehensive Auto Liability insurance required under this paragraph shall be written on an "any auto" or Symbol 1 basis.
- Umbrella Coverage \$2,000,000
- Commercial General Liability
 - Each Occurrence Limit \$1,000,000
 - Personal/Advertising Injury Limit \$1,000,000
 - Products/Completed Operations Aggregate Limit \$2,000,000
 - Per Project General Aggregate Limit \$2,000,000

All insurance coverages shall be on a primary and non-contributing basis. In addition, a certificate of insurance shall be issued naming Neenah and Menasha as additional insureds on the contractor's policy.

7. This Agreement represents the entire integrated agreement between the parties. This Agreement may only be amended by the written agreement of both parties

8. Notices under this agreement shall be sent to the following addressees:

If to the City of Menasha:
 City Clerk
 City of Menasha
 100 Main Street, Suite 200
 Menasha, WI 54952

If to the City of Neenah:
 City Clerk
 City of Neenah
 211 Walnut Street
 Neenah, WI 54956

Dated this _____ of _____, 2019.

CITY OF MENASHA

By: _____
Mayor

Attest: _____
City Clerk

I hereby certify that the necessary funds have been provided to pay for the liability incurred by the City of Menasha the within contract.

By: _____
Director of Finance

Approved as to form:

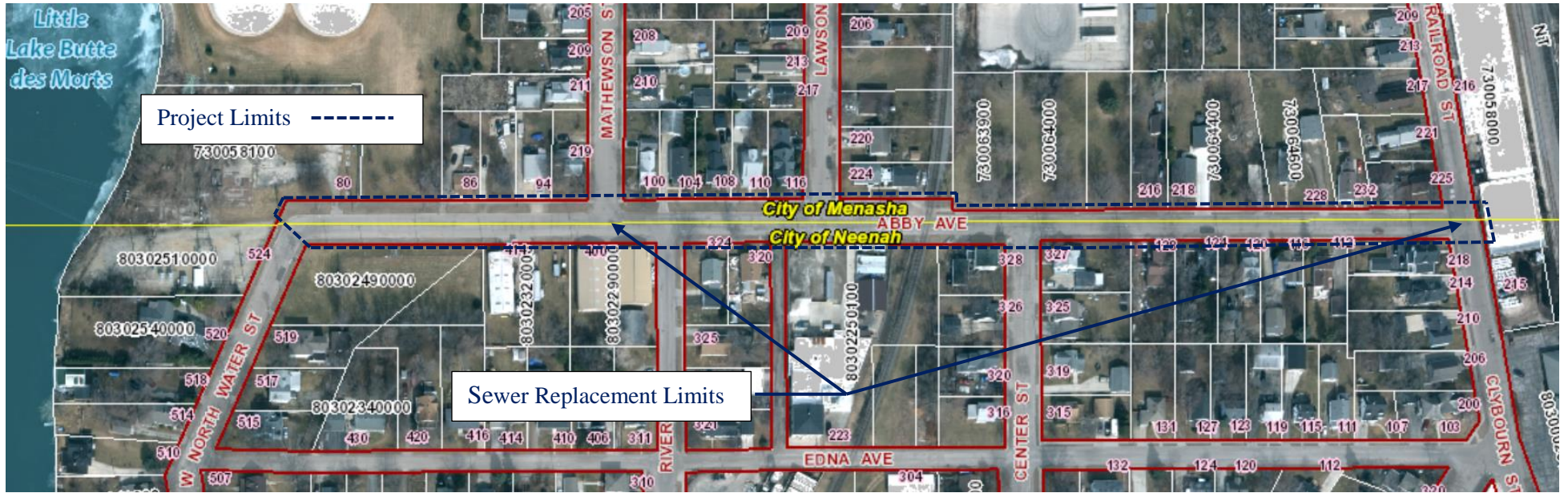
City Attorney

CITY OF NEENAH

By: _____
Mayor

Attest: _____
City Clerk

Abby Avenue Reconstruction – Intermunicipal Agreement
Exhibit A



DESCRIPTION	Unit Price	Original Bid		Cost Share			
		Quantity	Total	Neenah Percentage	Menasha Percentage	Neenah Costs	Menasha Costs
Part 1 -Abby Ave.							
A. Sanitary Sewer							
1. Furnish and relay 18-inch steel casing pipe	\$500.00	52 Lin. Ft.	\$26,000.00	50%	50%	\$13,000.00	\$13,000.00
2. Furnish and relay 12-inch PVC sanitary sewer	\$109.00	0 Lin. Ft.	\$0.00	50%	50%	\$0.00	\$0.00
3. Furnish and relay 8-inch PVC sanitary sewer	\$94.00	1,230 Lin. Ft.	\$115,620.00	50%	50%	\$57,810.00	\$57,810.00
4. Furnish and pipeburst / relay 8-inch sanitary sewer (Clybourn)	\$98.00	0 Lin. Ft.	\$0.00	50%	50%	\$0.00	\$0.00
5. Furnish and relay 6 inch sanitary lateral in ROW (13)	\$86.00	400 Lin. Ft.	\$34,400.00	50%	50%	\$17,200.00	\$17,200.00
6. Furnish and relay 6 inch sanitary lateral ROW to house	\$82.00	25 Lin. Ft.	\$2,050.00	50%	50%	\$1,025.00	\$1,025.00
7. Furnish and pipeburst 6-inch sanitary lateral (1)	\$20.00	50 Lin. Ft.	\$1,000.00	50%	50%	\$500.00	\$500.00
8. Furnish and pipeburst 4-inch sanitary lateral (26)	\$5.00	850 Lin. Ft.	\$4,250.00	50%	50%	\$2,125.00	\$2,125.00
9. Reconnect sanitary lateral at foundation - pipeburst	\$1,500.00	1 Each	\$1,500.00	50%	50%	\$750.00	\$750.00
10. Reconnect under basement floor - pipeburst	\$2,500.00	17 Each	\$42,500.00	50%	50%	\$21,250.00	\$21,250.00
11. Reconnect lateral to wye at main	\$1,750.00	1 Each	\$1,750.00	50%	50%	\$875.00	\$875.00
12. Furnish and Install Standard manhole (5)	\$320.00	52 Ver. Ft.	\$16,640.00	50%	50%	\$8,320.00	\$8,320.00
13. Remove sanitary manhole	\$300.00	6 Each	\$1,800.00	50%	50%	\$900.00	\$900.00
14. Adjust sanitary manhole (with slurry backfill)	\$800.00	3 Each	\$2,400.00	50%	50%	\$1,200.00	\$1,200.00
15. Clean and Televis Sewer (Sanitary only)	\$3,600.00	0.40 Lump Sum	\$1,440.00	50%	50%	\$720.00	\$720.00
Part 1.A. Sanitary Sewer Total				50%	50%	\$125,675.00	\$125,675.00
B. Water Main							
1. Furnish & install 18-inch steel casing pipe	\$500.00	52 Lin. Ft.	\$26,000.00	100%	0%	\$26,000.00	\$0.00
2. Furnish & install 8-inch PVC C-900 main	\$66.00	1,090 Lin. Ft.	\$71,940.00	100%	0%	\$71,940.00	\$0.00
3. Furnish & install 8-inch valve w/ box	\$1,635.00	8 Each	\$13,080.00	100%	0%	\$13,080.00	\$0.00
4. Reconnect existing service to proposed water main	\$760.00	1 Each	\$760.00	100%	0%	\$760.00	\$0.00
5. Furnish & install 1-inch service brass set	\$325.00	1 Each	\$325.00	100%	0%	\$325.00	\$0.00
6. Furnish & install 1.25-inch service brass set	\$400.00	8 Each	\$3,200.00	100%	0%	\$3,200.00	\$0.00
7. Furnish & install 2-inch service brass set	\$865.00	1 Each	\$865.00	100%	0%	\$865.00	\$0.00
8. Furnish & install 1.25-inch PE water service in ROW	\$50.00	200 Lin. Ft.	\$10,000.00	100%	0%	\$10,000.00	\$0.00
9. Furnish & install 2-inch PE water service in ROW	\$66.00	25 Lin. Ft.	\$1,650.00	100%	0%	\$1,650.00	\$0.00
10. Furnish & install cathodic protection to water service	\$28.00	10 Each	\$280.00	100%	0%	\$280.00	\$0.00
11. Furnish & install service from ROW to house by excavation	\$46.00	25 Lin. Ft.	\$1,150.00	100%	0%	\$1,150.00	\$0.00
12. Furnish & install service from ROW to house by excavation in same trench as san. lateral	\$36.00	0 Lin. Ft.	\$0.00	100%	0%	\$0.00	\$0.00
13. Furnish & install service from ROW to house by pulling w/ sanitary sewer pipeburst	\$5.00	200 Lin. Ft.	\$1,000.00	100%	0%	\$1,000.00	\$0.00
14. Furnish & install service from ROW to house by pulling / directional drilling	\$30.00	25 Lin. Ft.	\$750.00	100%	0%	\$750.00	\$0.00
15. Water service connection to structure	\$300.00	7 Each	\$2,100.00	100%	0%	\$2,100.00	\$0.00
16. Water service extra hole (curb stop connection)	\$500.00	3 Each	\$1,500.00	100%	0%	\$1,500.00	\$0.00
17. Furnish & install hydrant, lead and valve	\$5,500.00	2 Each	\$11,000.00	100%	0%	\$11,000.00	\$0.00
18. Furnish & install live tap hydrant, lead and valve	\$7,000.00	2 Each	\$14,000.00	100%	0%	\$14,000.00	\$0.00
19. Abandon hydrant	\$330.00	1 Each	\$330.00	100%	0%	\$330.00	\$0.00
20. Abandon Valve manhole	\$300.00	1 Each	\$300.00	100%	0%	\$300.00	\$0.00
21. Abandon Valve Box	\$85.00	2 Each	\$170.00	100%	0%	\$170.00	\$0.00
22. Provide temporary water supply (Abby Avenue)	\$2,500.00	1 Lump Sum	\$2,500.00	100%	0%	\$2,500.00	\$0.00
Part 1.B. Water Main Total				100%	0%	\$162,900.00	\$0.00
C. Storm Sewer							
1. Furnish and jack and bore 24-inch steel storm sewer	\$500.00	65 Lin. Ft.	\$32,500.00	50%	50%	\$16,250.00	\$16,250.00
2. Furnish and relay 24-inch storm sewer	\$70.00	525 Lin. Ft.	\$36,750.00	61%	39%	\$22,312.50	\$14,437.50
3. Furnish and relay 21-inch storm sewer	\$81.00	20 Lin. Ft.	\$1,620.00	66%	34%	\$1,070.00	\$550.00
4. Furnish and relay 18-inch storm sewer	\$61.00	12 Lin. Ft.	\$732.00	55%	45%	\$402.00	\$330.00
5. Furnish and relay 15-inch storm sewer	\$57.00	215 Lin. Ft.	\$12,255.00	52%	48%	\$6,342.50	\$5,912.50
6. Furnish and relay 12-inch storm sewer	\$55.00	450 Lin. Ft.	\$24,750.00	50%	50%	\$12,375.00	\$12,375.00
7. Furnish and relay 10-inch storm sewer	\$50.00	150 Lin. Ft.	\$7,500.00	50%	50%	\$3,750.00	\$3,750.00
8. Furnish and install 6-inch storm sewer lateral (0)	\$52.00	0 Lin. Ft.	\$0.00	50%	50%	\$0.00	\$0.00
9. Furnish and install 4-inch storm sewer lateral (0)	\$45.00	0 Lin. Ft.	\$0.00	50%	50%	\$0.00	\$0.00
10. Furnish and install storm manhole (8)	\$333.00	62 Ver. Ft.	\$20,646.00	50%	50%	\$10,323.00	\$10,323.00
11. Furnish and install catch basin	\$1,550.00	2 Each	\$3,100.00	50%	50%	\$1,550.00	\$1,550.00
12. Furnish and install sump pump pit w/ sanitary pipeburst	\$500.00	1 Each	\$500.00	100%	0%	\$500.00	\$0.00
13. Furnish and install sump pump pit (separate)	\$765.00	0 Each	\$0.00	50%	50%	\$0.00	\$0.00
14. Remove Storm Manhole	\$300.00	8 Each	\$2,400.00	50%	50%	\$1,200.00	\$1,200.00
15. Remove Storm catch basin	\$155.00	2 Each	\$310.00	50%	50%	\$155.00	\$155.00
16. Adjust storm manhole (w/ slurry backfill)	\$460.00	2 Each	\$920.00	50%	50%	\$460.00	\$460.00
17. Adjust storm catch basin	\$570.00	6 Each	\$3,420.00	50%	50%	\$1,710.00	\$1,710.00
18. Install and Maintain Type "D" Inlet Protection	\$100.00	10 Each	\$1,000.00	50%	50%	\$500.00	\$500.00
19. Abandon existing storm sewer with grout	\$150.00	25 Cu. Yd.	\$3,750.00	50%	50%	\$1,875.00	\$1,875.00
20. Clean and Televis Sewer (Storm only)	\$3,600.00	0 Lump Sum	\$1,440.00	50%	50%	\$720.00	\$720.00
Part 1.C. Storm Sewer Total				53%	47%	\$81,495.00	\$72,098.00
D. Street - HMA Pavement							
1. Remove existing pavement and maintain utility trench	\$3.00	4,000 Lin. Ft.	\$12,000.00	50%	50%	\$6,000.00	\$6,000.00
2. Coordinate Utility & Roadway Crossings w/ Railroad (including fees)	\$25,000.00	1 Lump Sum	\$25,000.00	50%	50%	\$12,500.00	\$12,500.00
3. Sawcut existing bituminous pavement	\$2.00	200 Lin. Ft.	\$400.00	50%	50%	\$200.00	\$200.00
4. Remove existing bituminous pavement	\$1.00	5,700 Sq. Yd.	\$5,700.00	50%	50%	\$2,850.00	\$2,850.00
5. Remove concrete curb and gutter	\$3.50	400 Lin. Ft.	\$1,400.00	50%	50%	\$700.00	\$700.00
6. Remove concrete sidewalk/driveway apron	\$1.00	2,500 Sq. Ft.	\$2,500.00	50%	50%	\$1,250.00	\$1,250.00
7. Unclassified Excavation	\$10.50	1,000 Cu. Yd.	\$10,500.00	50%	50%	\$5,250.00	\$5,250.00
8. Furnish and install geogrid (Center & Bond)	\$1.60	0 Sq. Yd.	\$0.00	50%	50%	\$0.00	\$0.00
9. Furnish and install crushed aggregate base	\$14.00	1,300 Ton	\$18,200.00	50%	50%	\$9,100.00	\$9,100.00
10. Furnish and install 30-inch concrete curb and gutter (various locations)	\$29.00	400 Lin. Ft.	\$11,600.00	50%	50%	\$5,800.00	\$5,800.00
11. Furnish and install 30-inch concrete curb and gutter (continuous)	\$13.30	0 Lin. Ft.	\$0.00	50%	50%	\$0.00	\$0.00
12. Furnish and install 4-inch concrete sidewalk	\$5.25	1,500 Sq. Ft.	\$7,875.00	50%	50%	\$3,937.50	\$3,937.50
13. Furnish and install 6-inch concrete sidewalk/driveway apron	\$6.00	1,000 Sq. Ft.	\$6,000.00	50%	50%	\$3,000.00	\$3,000.00
14. Furnish and install 8-inch concrete sidewalk/driveway apron	\$6.50	1,000 Sq. Ft.	\$6,500.00	50%	50%	\$3,250.00	\$3,250.00
15. Fine grading and base preparation	\$2.00	5,700 Sq. Yd.	\$11,400.00	50%	50%	\$5,700.00	\$5,700.00
16. Furnish and install HMA Pavement	\$65.00	1,260 Ton	\$81,900.00	50%	50%	\$40,950.00	\$40,950.00
17. Furnish and install 1/2-inch rods	\$1.20	200 Lin. Ft.	\$240.00	50%	50%	\$120.00	\$120.00
18. Install detectable warning fields (supplied by City)	\$40.00	10 Each	\$400.00	50%	50%	\$200.00	\$200.00
19. Terracing, fertilize, seed & hydromulch	\$7.50	1,000 Sq. Yd.	\$7,500.00	50%	50%	\$3,750.00	\$3,750.00
20. Install and Maintain Traffic Control	\$38,482.88	0.30 Lump Sum	\$11,544.86	50%	50%	\$5,772.43	\$5,772.43
Part 1.D. Street Total				50%	50%	\$110,329.93	\$110,329.93
Subtotal Part 1A, 1B, 1C, 1D				61%	39%	\$480,399.93	\$308,102.93
10% Engineering/Administration							\$30,810.29
GRAND TOTAL						\$480,399.93	\$338,913.23