

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, Menasha**

January 4, 2022

6:30 PM

or immediately following the Common Council Meeting

AGENDA

**PER CITY OF MENASHA COVID-19 GUIDELINES, ALL ATTENDEES ARE
REQUIRED TO WEAR A FACE COVERING**

- A. CALL TO ORDER
- B. ROLL CALL
- C. MINUTES TO APPROVE
 - 1. Board of Public Works, 12/6/21
- D. DISCUSSION / ACTION ITEMS
 - 1. Racine Street Bridge Under Deck Lighting Evaluation
- 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
100 MAIN STREET
DECEMBER 6, 2021
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Langdon at 8:04 p.m.

B. ROLL CALL

PRESENT: Ald. Ropella, Nichols, Taylor, Sevenich, Langdon, Schmidt, Tom Grade, Ted Grade

ALSO PRESENT: PC Styka, FC Kloehn, CDD Schroeder, DDE Gordon, FD Sassman, PHD Hutter, PRD Sackett, CA/HRD Captain, Mayor Merkes, Clerk Krautkramer

C. MINUTES TO APPROVE

1. Board of Public Works, 11/15/21

Moved by Ald. Taylor seconded by Ald. Ted Grade to approve the minutes.

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. Recommend to Reject – Contract Unit No. 2021-03; Villa's Dam Structure; Michels Construction, Inc; \$388,500.00

Staff provided an overview of the recommendation to reject Contract Unit No. 2021-03 for Villa's Dam Structure with Michels Construction, Inc in the amount of \$388,500.00.

General discussion ensued on project funding.

Moved by Ald. Taylor seconded by Ald. Schmidt to reject Contract Unit No. 2021-03 for the Villa's Dam Structure with Michels Construction, Inc in the amount of \$388,500.00.

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Schmidt to adjourn at 8:09 p.m.

Motion carried on voice vote.

Haley Krautkramer
City Clerk



Memorandum

To: Board of Public Works

From: Laura Jungwirth, Director of Public Works
Corey Gordon, Deputy Director of Engineering

Date: December 28, 2021

Re: Racine Street Bridge Under Deck Lighting Evaluation

BACKGROUND

At the September 9, 2021 Board of Public Works meeting, staff gave an update on the Racine Street Bridge Aesthetic Amenities and available amenity funds. At that time staff was given the direction to move forward with exploring concepts for the colored under deck lighting. While it was our original intent that we would be able to work with the current Racine Street Bridge Electrical Contractor to evaluate a number of concepts and to place conduit to facilitate the installation of the under deck lighting, it has become apparent that there are more complexities than what was first anticipated. Staff has contacted three consultants to obtain pricing to assist in exploring the options available for the under deck lighting.

One consultant contacted, Faith Technologies, indicated that they are not interested in this project. Engineering consultants KL Engineering and AECOM were also contacted to assist in exploring concepts for the lighting. Consultants were asked to provide a price to help develop a variety of lighting concepts and cost estimates for staff to bring forward for Common Council approval. Once a concept is approved, we would then move forward with a separate agreement for the actual lighting design. Attached you will find each proposal for engineering services to provide lighting concepts.

RECOMMENDATION

Staff is recommending the approval of KL Engineering's proposal with a maximum cost of \$22,428 for the Racine Street Bridge Under Deck Lighting Evaluation.

Staff's recommendation takes into consideration that KL Engineering's proposal will be billed on an hourly basis and not a lump sum cost. We feel that once the evaluation process is done KL Engineering's cost will be comparative to AECOM. KL Engineering's proposal acknowledges that some of the concept evaluation will overlap with the final design, providing additional future savings over the other proposal. KL Engineering's proposal also acknowledges that photometric modeling will be done as part of the evaluation process. This will aid the Council in the final lighting selection process.



5400 King James Way I Suite 200
Madison, WI 53719
608.663.1218
www.klengineering.com

November 12, 2021

Mr. Corey Gordon
Menasha Parks & Recreation Department
100 Main Street
Menasha, WI 54952

RE: Proposal for Structure Lighting Concept Evaluation – City of Menasha, Wisconsin – Racine Street Bridge

Dear Corey:

KL Engineering, Inc. is pleased to provide you with this proposal for engineering services to perform a preliminary design evaluation for the structure lighting of the Racine Street Bridge. The following attachments are included with this letter, and should be considered part of our contract for engineering services:

- Attachment A – Contract Assumptions and Scope of Services
- Attachment B – Billing Schedule
- Attachment C – General Terms and Conditions

The total cost for the services listed below will be billed on an hourly basis utilizing the enclosed billing schedule with a maximum cost of **\$22,428.00**. Efforts put forth under this contract will inherently overlap with final design and plan development, thereby offsetting a portion of future cost, if the project is authorized by the City of Menasha. This offset is anticipated to be easily identifiable and seamlessly integrated with the If Authorized services, given the hourly billing conditions of this contract. Additional If Authorized services described in this proposal are not included and will require a subsequent written approval be provided by the Client.

Basis of Payment and General Conditions

This work shall be completed in accordance with the attached General Terms and Conditions, which shall be considered a part of this contract upon the written approval indicated below. KL Engineering will submit monthly invoices for work completed under this proposal. The City of Menasha will reimburse KL Engineering within 30 days from the date of the invoice.

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. No other warranty, either expressed or implied is made.

We look forward to working with you on this project. Please let us know if you have any questions regarding this proposal. You may indicate your approval for us to proceed with the specific tasks by signing the appropriate section of this proposal and returning it to us.

Sincerely,
KL Engineering, Inc.

Jake Joyal, P.E.
Senior Engineer I

KL Engineering, Inc.



Approved By: _____

Title: Director – Infrastructure Services

Date: November 12, 2021

City of Menasha

Approved By: _____

Title: _____

Date: _____

Attachment A

Contract Assumptions and Scope of Services

Lighting Design Services Racine Street Bridge City of Menasha, Wisconsin

Project Background

- Project includes an approximately 800' bridge with a mechanical lift, to replace the existing structure on Racine Street over the Fox River. Construction of this bridge began one (1) year ago and is being performed by Lunda Construction Co.
- Electrical infrastructure installation is tentatively scheduled for April 2022.

Scope of Engineering Services

- Lighting Evaluation
 - Development of a technical summary and exhibits to be used by the City of Menasha Engineering Department to present to the City Council and other boards or committees.
 - Evaluation of up to four (4) alternative layouts and/or lighting products that will accent structural components and provide underdeck lighting for boaters.
 - Analysis of constructability shall be included in the evaluation study and will consist of potential issues or opportunities for electrical service, controls, and infrastructure installation as they relate to the lighting layout alternatives. This analysis will also consider construction implementation methods including by change order, stand-alone bid, and design-build via manufacturer.
 - Evaluation shall include a construction cost comparison, as well as potential pros and cons for each alternative as they pertain to constructability, performance, and maintenance.
 - Photometric modeling and visual renderings shall be prepared for each alternative layout.
- Meetings and Coordination
 - Includes up to three (3) meetings with the City of Menasha to assist in design alternative developments. One (1) meeting will be in person at the City of Menasha, with two (2) additional virtual meetings.
 - Presentation of the evaluation summary to the City Council is not included with this contract.

Conditions Assumed Under This Proposal

- The scope of authorized lighting design services includes 800 linear feet (approx.) of aesthetic bridge lighting along Racine St, between the Ahnaip St and Main St intersections. The scope also includes bridge underdeck lighting for boaters traversing the navigation channel under the structure.
- This proposal is based on the following lighting design approach:
 - Aesthetic lighting to be installed on both sides of the structure.
 - Lighting alternatives shall include color changing options for aesthetic lighting.
 - City of Menasha will provide final decision for preferred lighting alternative based on the evaluation performed under this contract.
- Electrical design services and plan development are not included under this proposal but can be completed via future written authorization.

Additional Project Scope – If Authorized

- Electrical Design – Includes electrical conduit routing, junction box locations, circuiting, voltage drop calculations, and documentation. This task also includes coordination with the street lighting designers, structure designers, and electrical contractor for incorporation of additional electrical infrastructure.
- Construction Documents – Includes developing plan sheets, specifications, miscellaneous quantity tables, and estimate of construction cost. This task is based on preparing document submittals for draft and final PS&E review checkpoints. Exact construction methodology shall be determined during the design process.
- Construction Engineering – Includes providing construction engineering services for the Racine St Bridge project. This task typically includes the following items: reviewing and approving electrical equipment manuals, responding to construction inquiries, certified inspections, and creating as-built record drawings.



STANDARD BILLING RATE SCHEDULE
EFFECTIVE JANUARY 1, 2021

Administration	\$70.00
Limited Term Employee	\$55.00
Technician I	\$66.00
Technician II	\$75.00
Technician III	\$84.00
Technician IV	\$90.00
Technician V	\$95.00
Senior Technician I	\$100.00
Senior Technician II	\$105.00
Senior Technician III	\$115.00
Surveyor I	\$75.00
Surveyor II	\$78.00
Surveyor III	\$81.00
Surveyor IV	\$85.00
Surveyor V	\$90.00
Senior Surveyor I	\$95.00
Senior Surveyor II	\$100.00
Senior Surveyor III	\$105.00
Engineer I	\$87.00
Engineer II	\$91.00
Engineer III	\$93.00
Engineer IV	\$95.00
Engineer V	\$100.00
Senior Engineer I	\$110.00
Senior Engineer II	\$115.00
Senior Engineer III	\$130.00
Senior Specialist III	\$115.00
Technical Leader	\$120.00
Project Leader	\$140.00
Senior Technical Leader	\$142.00
Senior Project Leader	\$145.00
Discipline Leader	\$145.00
Director	\$155.00
Principal	\$160.00

Expenses

Out-of-pocket direct job expenses at cost
(reproductions, sub-consultants, equipment rental, etc)

Travel Expenses

Company or Personal Car Mileage IRS rate
Lodging and Subsistence at cost

Billing and Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of the invoice.

This schedule of billing rates is effective January 1, 2021 and will remain in effect until December 31, 2021 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

General Terms and Conditions of the Engineering Services

1. KL Engineering, Inc. will begin engineering services upon written authorization to proceed. Receipt of a signed contract will be considered written authorization. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase.
2. KL Engineering, Inc. will bill the Owner monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1½% per month. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under any agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
3. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. KL Engineering, Inc., will promptly inform the Owner in writing of such situations so that changes in this agreement can be made as required.
4. Costs and schedule commitments shall be subject to change for delays caused by the Owner's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
5. KL Engineering, Inc., will maintain insurance coverage for: Worker's Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Owner requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner. The liability of KL Engineering, Inc., to the Owner for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect.
6. Owner shall indemnify and hold harmless KL Engineering, Inc. from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of Owner or any person or organization for which Owner is legally liable. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
7. In the event of a dispute between KL Engineering, Inc. and Owner arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation fail to resolve the dispute, KL Engineering, Inc. and Owner agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
8. Termination of this agreement by the Owner or KL Engineering, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Owner violates the agreements entered into between KL Engineering, Inc., and the Owner or if the Owner fails to carry out any of the duties contained in these terms and conditions, KL Engineering, Inc., may upon seven (7) days' written notice, suspend services without further obligation or liability to the Owner unless, within such seven (7) day period, the Owner remedies such violation to the reasonable satisfaction of KL Engineering, Inc.
9. Reuse of any documents and/or engineering services pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's sole risk. The Owner agrees to defend, indemnify, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or engineering services by the Owner or by others acting through the Owner.
10. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. KL Engineering, Inc., intends to serve as the Owner's professional representative for those services as defined in this agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Owner are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Owner agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in anyway to project or construction costs.
12. This agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
14. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.
15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.



October 11, 2021

Corey Gordon
City Engineer
City of Menasha
100 Main Street Suite 200
Menasha, WI 54952
920-967-3611
cgordon@ci.menasha.wi.us

**RE:
Racine Street Bridge Under Bridge Lighting Proposal**

Dear Mr. Gordon

AECOM is submitting this proposal to provide assistance in determining under bridge lighting on the Racine Street Bridge. The following services are included:

Scope of Services

1. Lighting Options
 - a. Evaluate six (6) different lighting options.
 - b. Photos of each option
 - c. Cost estimate for each option
2. Provide a technical memorandum summarizing each option and cost breakdown
3. Meetings
 - a. Assume three (3) TEAMS meetings with the City of Menasha to determine the preferred alternative

Once the preferred lighting system has been determined, the contract will be amended to provide design scope and effort.

Compensation

The work described in the scope of services will be performed on a cost-plus fixed fee basis as detailed in the table below.



Fee Summary

Description	Actual Cost	Fixed Fee	Total Cost
Racine Street Under Bridge Lighting	\$14,115.89	\$1,147.26	\$15,263.15

If you have any questions, please feel free to contact me at (414) 418-1964.

Sincerely,

A handwritten signature in black ink, appearing to read 'William R. Schilling'.

AECOM
William R. Schilling, P.E.