

BOARD OF PUBLIC WORKS

City of Kaukauna
Council Chambers
Municipal Services Building
144 W. Second Street, Kaukauna



Monday, May 16, 2022 at 6:00 PM

AGENDA

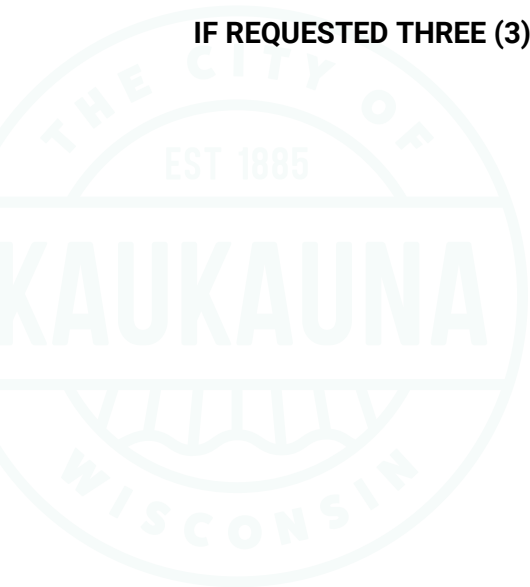
In-Person

1. Correspondence.
2. Discussion Topics.
 - [a.](#) Public Hearing for Project 3-22, 2022 Alley Paving.
 - [b.](#) Award Bid for Project 10-22, CTH Q & CTH J Curb Replacement and Sidewalk Installation.
 - [c.](#) Quiet Zone Update and Proposal.
 - [d.](#) APWA Project of the Year Award - Nelson Heritage Crossing.
 - [e.](#) Trash Collection Discussion.
 - [f.](#) Public Works Update.
3. General Matters.
4. Adjourn.

NOTICES

Notice is hereby given that a majority of the City Council will be present at the meeting of the Board of Public Works meeting scheduled for Monday, May 16, 2022 at 6:00 P.M. to gather information about a subject over which they have decision making responsibility.

IF REQUESTED THREE (3) DAYS PRIOR TO THE MEETING, A SIGN LANGUAGE INTERPRETER WILL BE MADE AVAILABLE AT NO CHARGE.





NOTICE OF ALLEY ASSESSMENTS

Notice is hereby given that the Board of Public Works and the City Engineer for the City of Kaukauna have made and filed their report of the benefits and damages that will accrue to each parcel of real estate by reason of installation of asphalt alleys, grading, gravel base, excavation, shouldering, and landscaping, and the amount that should be assessed to each parcel of real estate by reason of such improvement.

Such report is now in the City Engineer's office and is open for review, by appointment, during regular business hours.

Notice is hereby given that on Monday, May 16th, 2022 at 6:00 p.m., said Board will convene in the Council Chambers of the Municipal Services Building in the City of Kaukauna to hear any objections.

Special Assessment Rates for Asphalt Alley Reconstruction

WEST SIDE ALLEYS

- Alley Between W 6th Street and W 7th Street – Western Terminus to Foerster Avenue
- Alley Between W 6th Street and W 7th Street –Foerster Avenue to Eden Avenue
- Alley Between W 6th Street and W 7th Street – Eden Avenue to Kenneth Avenue
- Alley Between W 7th Street and W 8th Street – Western Terminus to Foerster Avenue
- Alley Between W 7th Street and W 8th Street –Foerster Avenue to Eden Avenue
- Alley Between W 7th Street and W 8th Street – Eden Avenue to Kenneth Avenue

EAST SIDE ALLEYS

- Alley Between Dodge Street and E 8th Street – Boyd Avenue to Cleveland Avenue
- Alley Between E 8th Street and E 9th Street – Boyd Avenue to Cleveland Avenue
- Alley Between E 9th Street and E 10th Street – Boyd Avenue to Cleveland Avenue

\$31.51 /
Frontage Foot

By Order of the Board of Public Works.

Dated at Kaukauna, Wisconsin, this 1st day of May, 2022

City of Kaukauna
Board of Public Works
JWN/engr dept

May 16th, 2022

Agenda Item #2b

Award Project 10-22 - CTH Q & CTH J (Lawe Street) Curb Replacement and Sidewalk Installation

Background

The Engineering Department has reviewed and analyzed the one bid received from Al Dix Concrete, received on May 11th, 2022, for the Project 10-22 - CTH Q & CTH J (Lawe Street) Curb Replacement and Sidewalk Installation. We are seeking to award the bid to Al Dix Concrete, for the total bid price of \$298,846.00.

Review

Due to significant price increases in materials and trucking(fuel) costs over the past few months the Engineering Department has compared the received bid prices against other projects let over the previous two months. Attached is the Schedule of Prices from the Al Dix bid, along with several comparable bid tabs with highlighted similar work items. In comparison with similar work, most of the project cost increases are typical in the region.

Recommended Action

Award Project 10-22 CTH Q & CTH J (Lawe Street) Curb Replacement and Sidewalk Installation to Al Dix Concrete Inc, for a total bid price of \$298,846.00.

SCHEDULE OF PRICES

PROJECT 10-22 CTH J & CTH Q SIDEWALK AND GUTTER REPAIR

CTH J (LAWE STREET) & CTH Q (HILLCREST DRIVE)

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
1	Furnish mobilization/demobilization of all needed equipment, all complete for:	1	LS	20,000	20,000
2	Furnish, install, full depth saw cutting of all pavements, driveways, curbs, and walk, all complete for:	1	LS	8,000	8,000
3	Remove and replace, 1,500 lineal feet, more or less, of 30" curb and gutter, all complete for:	1,500	LF	65	97,500
4	Remove & Replace, 510 square feet, more or less, of 4" concrete sidewalk, all complete for:	510	SF	9	4,590
5	Remove & Replace, 2,570 square feet, more or less, 6" concrete sidewalk, and driveway, curb ramps, all complete:	2,570	SF	11	28,270
6	Furnish and install, 8,300 square feet, more or less, of 4" concrete sidewalk, all complete for:	8,300	SF	8	66,400
7	Furnish and install, 1,280 square feet, more or less, of 6" concrete sidewalk, driveways, curb ramps, all complete for:	1,280	SF	9	11,520
8	Furnish and install, 190 square feet, more or less, of detectable warning fields, all complete for:	190	SF	36	6,840
9	Furnish and install, 30 square feet, more or less, of radial detectable warning fields, all complete for:	30	SF	45	1,350
10	Furnish and install, 200 tons, more or less, of 1 1/4" CABC, all complete for:	200	TON	20	4,000
11	Remove Trees (including stump), 124 inch diameter, more or less, all complete for:	124	ID	79	9,796
12	Remove Tree Stumps, 2 each, more or less, all complete for:	2	EA	1,000	2,000
13	Furnish and install inlet adjustments, 15 each, more or less, all complete for:	15	EA	1,000	15,000
14	Furnish and install turf restoration for all disturbed areas, with hydro seed and mulch or approved alternate, 715 square yards, more or less, all complete for:	715	SY	12	8,580
15	Furnish and install 3" asphalt patch, 50 tons, more or less, all complete for:	50	TON	180	9,000
16	Furnish, install, and maintain all erosion control, including all inlet protection, all complete for:	1	LS	1,000	1,000
17	Furnish, install, and maintain all traffic control, all complete for:	1	LS	5,000	5,000
				TOTAL	298,846

TOTAL ITEMS 1-17 (in numbers) \$ 298,846

(In words) \$ two hundred ninety-eight thousand eight hundred forty-six
(PLEASE PRINT)

COMPANY NAME: AI Dix Concrete Inc
(PLEASE PRINT)

Initials of Contractor's Representative Submitting Bid: RD

Date: 5/11/22

BID TABULATION

VILLAGE OF HARRISON
2022 Asphalt Street Resurfacing Program
Contract No. H0006-09-22-00223
Bid Date/Time: April 13, 2022 @ 10:00 AM
Project Manager: Lee Reibold, PE

Engineer: McMAHON ASSOCIATES, INC.
1445 McMahon Drive
PO Box 1025
Neenah, WI 54956 / 54957-1025

NORTHEAST ASPHALT, INC.
W6380 Design Drive
PO Box 1667
Greenville, WI 54942

MCC, INC.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

SUNRISE MEADOWS SUBDIVISION

Item	Qty	Unit	Description	Unit Price	Total	5400	Total
A-1	1	L.S.	Clearing and Grubbing	\$8,500.00	\$8,500.00	\$5,400.00	\$5,400.00
A-2	2	Ea.	Remove Existing Culvert	\$1,350.00	\$2,700.00	\$188.00	\$376.00
A-3	4	Ea.	Remove Existing Inlet	\$350.00	\$1,400.00	\$350.00	\$1,400.00
A-4	275	L.F.	Remove Existing Storm Sewer	\$8.00	\$2,200.00	\$8.00	\$2,200.00
A-5	2,300	L.F.	Remove Existing Concrete Curb and Gutter	\$4.00	\$9,200.00	\$5.00	\$11,500.00
A-6	136	L.F.	24" x 36" CMP-Arch Culvert	\$137.02	\$18,634.72	\$125.00	\$17,000.00
A-7	4	Ea.	24" x 36" CMP-Arch Culvert Flared End Section	\$479.24	\$1,916.96	\$826.00	\$3,304.00
A-8	255	L.F.	15 Inch Storm Sewer	\$60.00	\$15,300.00	\$60.00	\$15,300.00
A-9	1	Ea.	15 Inch Flared End Section	\$1,025.00	\$1,025.00	\$1,025.00	\$1,025.00
A-10	31	L.F.	12 Inch Storm Sewer	\$63.00	\$1,953.00	\$63.00	\$1,953.00
A-11	860	L.F.	6 Inch Storm Sewer	\$38.00	\$32,680.00	\$38.00	\$32,680.00
A-12	9	Ea.	6 Inch Storm Sewer Cleanout	\$610.00	\$5,490.00	\$610.00	\$5,490.00
A-13	100	L.F.	4 Inch Storm Sewer Lateral	\$35.00	\$3,500.00	\$35.00	\$3,500.00
A-14	8	Ea.	4 Inch Storm Sewer Cleanout	\$405.00	\$3,240.00	\$405.00	\$3,240.00
A-15	6	Ea.	Catch Basin	\$2,735.00	\$16,410.00	\$2,735.00	\$16,410.00
A-16	10	Ea.	Inlet Reconstruction	\$950.00	\$9,500.00	\$1,000.00	\$10,000.00
A-17	20	Ea.	Sanitary manhole Reconstruction	\$615.00	\$12,300.00	\$760.00	\$15,200.00
A-18	2,300	L.F.	30 Inch Concrete Mountable Curb and Gutter	\$74.00	\$170,200.00	\$110.00	\$253,000.00
A-19	17,580	S.Y.	Pulverize Existing Asphalt Pavement	\$2.30	\$40,434.00	\$0.88	\$15,470.40
A-20	850	C.Y.	Excavation Below Subgrade (EBS)	\$15.00	\$12,750.00	\$19.00	\$16,150.00
A-21	1,700	TON	Base Aggregate Dense, 3 Inch for EBS Areas	\$15.50	\$26,350.00	\$17.75	\$30,175.00
A-22	1,700	S.Y.	Type 1 Geogrid for EBS Areas	\$3.00	\$5,100.00	\$2.80	\$4,760.00
A-23	17,580	S.Y.	Fine Grading and Compaction of Aggregate Base	\$1.25	\$21,975.00	\$4.93	\$86,669.40
A-24	2,390	TON	2-1/4 Inch HMA Pavement 3LT 58-285	\$69.00	\$164,910.00	\$81.00	\$193,590.00
A-25	1,860	TON	1-3/4 Inch HMA Pavement 4LT 58-285	\$75.00	\$139,500.00	\$91.00	\$169,260.00
A-26	130	L.F.	Sawing Asphalt (WisDOT Item No. 690.0150)	\$1.50	\$195.00	\$1.55	\$201.50
A-27	850	L.F.	Sawing Concrete (WisDOT Item No. 690.0250)	\$3.50	\$2,975.00	\$2.25	\$1,912.50
A-28	1800	S.Y.	6 Inch Concrete Driveway Removal and Replacement	\$84.41	\$16,882.00	\$111.00	\$22,200.00
A-29	200	L.F.	Ditching	\$7.11	\$1,422.00	\$103.00	\$20,600.00
A-30	3,000	S.F.	Concrete Ditch Liner	\$10.00	\$30,000.00	\$37.50	\$112,500.00
A-31	1,300	S.F.	Ditch Restoration	\$2.75	\$3,575.00	\$2.00	\$2,600.00
A-32	2,800	S.Y.	Lawn Restoration	\$9.75	\$27,300.00	\$8.50	\$23,800.00
A-33	1	L.S.	Contractor Quality Control Testing	\$2,825.00	\$2,825.00	\$7,500.00	\$7,500.00
TOTAL (Items A-1 through A-33, Inclusive)					\$812,342.68		\$1,106,366.80

HOELZEL HAVEN SUBDIVISION

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total
B-1	20	L.F.	Remove and Replace Concrete Curb and Gutter	\$98.00	\$1,960.00	\$115.00	\$2,300.00
B-2	62	Ea.	Remove and Salvage Existing Culvert	\$700.00	\$43,400.00	\$230.00	\$14,260.00
B-3	153	L.F.	12 Inch Storm Sewer	\$59.00	\$9,027.00	\$59.00	\$9,027.00
B-4	2	Ea.	Catch Basin	\$2,735.00	\$5,470.00	\$2,735.00	\$5,470.00
B-5	1	Ea.	Yard Drain	\$1,850.00	\$1,850.00	\$1,850.00	\$1,850.00
B-6	147	L.F.	15" x 21" CMP-Arc Culvert	\$78.00	\$11,466.00	\$77.70	\$11,421.90
B-7	11	Ea.	15" x 21" CMP-Arc Flared End Section	\$328.60	\$3,614.60	\$470.00	\$5,170.00
B-8	1,300	L.F.	18 Inch CMP Culvert	\$69.50	\$90,350.00	\$66.50	\$86,450.00
B-9	114	Ea.	18 Inch CMP Flared End Section	\$354.86	\$40,454.04	\$382.00	\$43,548.00
B-10	138	L.F.	24 Inch CMP Culvert	\$78.50	\$10,833.00	\$82.55	\$11,391.90
B-11	6	Ea.	24 Inch CMP Flared End section	\$439.03	\$2,634.18	\$505.00	\$3,030.00
B-12	16	Ea.	Install Salvaged Culvert	\$1,200.00	\$19,200.00	\$875.00	\$14,000.00
B-13	7,900	L.F.	Ditching Including Placement of Topsoil	\$7.11	\$56,169.00	\$45.00	\$355,500.00
B-14	1,760	S.Y.	Sod for Ditch Flowline	\$8.00	\$14,080.00	\$10.00	\$17,600.00
B-15	9,750	S.Y.	Hydroseed, Fertilizer and Hydromulch	\$5.25	\$51,187.50	\$2.00	\$19,500.00
B-16	500	MGAL	Seed Water	\$1.00	\$500.00	\$1.00	\$500.00
B-17	62	Ea.	Culvert Pipe Ditch Check	\$50.00	\$3,100.00	\$50.00	\$3,100.00
B-18	14,200	S.Y.	Pulverize Existing Asphalt Pavement	\$2.30	\$32,660.00	\$0.77	\$10,934.00
B-19	2,000	C.Y.	Excavation Below Subgrade (EBS)	\$15.00	\$30,000.00	\$18.00	\$36,000.00
B-20	4,000	TON	Base Aggregate Dense, 3 Inch for EBS Areas	\$15.50	\$62,000.00	\$17.75	\$71,000.00
B-21	3,500	S.Y.	Type 1 Geogrid for EBS Areas	\$3.00	\$10,500.00	\$2.48	\$8,680.00
B-22	15	Ea.	Sanitary Manhole Reconstruction	\$615.00	\$9,225.00	\$760.00	\$11,400.00
B-23	16,200	S.Y.	Fine Grading and Compaction of Aggregate Base	\$1.25	\$20,250.00	\$2.80	\$45,360.00
B-24	1,950	TON	2-1/4 Inch HMA Pavement 3LT 58-285	\$69.00	\$134,550.00	\$80.00	\$156,000.00
B-25	1,490	TON	1-3/4 Inch HMA pavement 4LT 58-285	\$75.00	\$111,750.00	\$90.00	\$134,100.00
B-26	1,450	L.F.	Sawing Asphalt (WisDOT Item No. 690.0150)	\$1.50	\$2,175.00	\$1.55	\$2,247.50
B-27	80	L.F.	Sawing Concrete (WisDOT Item No. 690.0250)	\$3.50	\$280.00	\$2.25	\$180.00
B-28	800	TON	Base Aggregate Dense, 1-1/4 Inch for Driveway Aprons	\$15.50	\$12,400.00	\$17.77	\$14,216.00
B-29	33,000	S.F.	3 Inch HMA Driveway Pavement	\$3.00	\$99,000.00	\$3.25	\$107,250.00
B-30	100	Ea.	Driveway Apron Slope Paving	\$140.00	\$14,000.00	\$208.00	\$20,800.00
B-31	1	L.S.	Contractor Quality Control Testing	\$2,825.00	\$2,825.00	\$2,700.00	\$2,700.00
B-32	1	L.S.	Traffic Control	\$5,950.00	\$5,950.00	\$18,250.00	\$18,250.00
TOTAL (Items B-1 through B-32, Inclusive)					\$912,860.32		\$1,243,236.30

LAKEVIEW COURT

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total
C-1	6,300	S.Y.	Pulverize Existing Asphalt Pavement	\$2.40	\$15,120.00	\$1.50	\$9,450.00
C-2	300	C.Y.	Excavation Below Subgrade (EBS)	\$15.00	\$4,500.00	\$18.00	\$5,400.00
C-3	600	TON	Base Aggregate Dense, 3 Inch for EBS Areas	\$15.50	\$9,300.00	\$17.75	\$10,650.00
C-4	600	S.Y.	Type 1 Geogrid for EBS Areas	\$3.00	\$1,800.00	\$2.48	\$1,488.00
C-5	2	Ea.	Sanitary Manhole Reconstruction	\$615.00	\$1,230.00	\$760.00	\$1,520.00
C-6	7,400	S.Y.	Fine Grading and Compaction of Aggregate Base	\$1.80	\$13,320.00	\$3.85	\$28,490.00
C-7	850	TON	2-1/4 Inch HMA Pavement 3LT 58-285	\$70.85	\$60,222.50	\$82.50	\$70,125.00
C-8	660	TON	1-3/4 Inch HMA Pavement 4LT 58-285	\$78.00	\$51,480.00	\$91.00	\$60,060.00
C-9	500	L.F.	Sawing Asphalt (WisDOT Item No. 690.0150)	\$1.50	\$750.00	\$1.55	\$775.00
C-10	3,450	S.F.	3 Inch HMA Driveway Pavement	\$3.10	\$10,695.00	\$4.20	\$14,490.00
C-11	1	L.S.	Contractor Quality Control Testing	\$2,825.00	\$2,825.00	\$4,700.00	\$4,700.00
TOTAL (Items C-1 through C-11, Inclusive)					\$171,242.50		\$207,148.00

2022001 - 2022 Street Construction Project - Cherryvale Avenue (Bid Opening on 4-14-2022 @ 2:00 p.m.)				Vinton Construction	
Bid Item	Description	Unit	Bid Qty	Unit Cost	Bid Amount
UTILITIES				UTILITIES	
1	Furnish & Install 15" Class III Reinforced Concrete Storm Sewer; Complete as Specified	LF	270.0	\$ 68.00	\$ 18,360.00
2	Furnish & Install 12" PVC Storm Sewer Main; Complete as Specified	LF	100.0	\$ 64.00	\$ 6,400.00
3	Furnish & Install 2'x 3' Catch Basin w/ 18" Sump; Complete as Specified	EA	7.0	\$ 2,780.00	\$ 19,460.00
4	Connect to Existing Storm Sewer Structure; Complete as Specified	EA	6.0	\$ 380.00	\$ 2,280.00
5	Adjust Existing Storm Manhole Includes Addition or Removal of Rings as Necessary	EA	11.0	\$ 410.00	\$ 4,510.00
6	Adjust Existing Storm Inlet, Includes Addition or Removal of Adjustment Rings as Necessary	EA	12.0	\$ 410.00	\$ 4,920.00
7	Furnish & Install Neenah R-1550 Manhole Casting (Undist.)	EA	1.0	\$ 518.00	\$ 518.00
8	Furnish & Install Storm Sewer Inlet Casting Neenah R-3067 (Undist.)	EA	1.0	\$ 750.00	\$ 750.00
9	Storm Sewer Utility Line Opening (ULO)	EA	2.0	\$ 1,025.00	\$ 2,050.00
10	Construction Staking (Storm)	LS	1.0	\$ 3,664.95	\$ 3,664.95
11	Furnish & Install Sanitary Sewer External Manhole Chimney Seal; Complete as Specified	EA	8.0	\$ 590.00	\$ 4,720.00
12	Furnish & Install Sanitary Sewer External Chimney Seal Extension; Complete as Necessary	EA	1.0	\$ 320.00	\$ 320.00
13	Adjust Existing Sanitary Manhole Includes Addition or Removal of Rings as Necessary	EA	8.0	\$ 410.00	\$ 3,280.00
14	Adjust Existing Water Valve Box; Complete as Specified	EA	15.0	\$ 275.00	\$ 4,125.00
15	Adjust Existing Hydrant to Finished Nozzle Grade, Includes any Addition or Removal of Materials as Necessary	EA	5.0	\$ 80.00	\$ 400.00
UTILITIES SUB-TOTAL				\$75,757.95	
EROSION CONTROL				EROSION CONTROL	
16	Furnish, Install, Maintain & Remove Silt Fence; Complete as Specified	LF	220.00	\$ 2.00	\$ 440.00
17	Furnish, Install, Maintain & Remove 12" Sediment Log (Undist.)	LF	30.00	\$ 10.00	\$ 300.00
18	Furnish, Install, Maintain & Remove Culvert Pipe Check (Undist.)	EA	2.00	\$ 50.00	\$ 100.00
19	Furnish, Install, Maintain, & Remove Type D-HR Inlet Protection; Complete as Specified	EA	21.00	\$ 100.00	\$ 2,100.00
20	Furnish, Install, Maintain, & Remove Site Track-out Control (Undist.)	EA	1.00	\$ 0.01	\$ 0.01
21	Watering (For Compaction and Dust Control)	LS	1.00	\$ 1,000.00	\$ 1,000.00
EROSION CONTROL SUB-TOTAL				\$3,940.01	
PAVING				PAVING	
22	Traffic Control (Paving)	LS	1	\$ 43,200.00	\$ 43,200.00
23	Construction Staking (Paving)	LS	1	\$ 17,897.96	\$ 17,897.96
24	4" Concrete Sidewalk, Includes 3" Aggregate Base; Complete as Specified	SF	15,585.00	\$ 7.30	\$ 113,770.50
25	5" Concrete Trail, Includes 4" Aggregate Base; Complete as Specified	SF	11,555.00	\$ 7.05	\$ 81,462.75
26	6" Concrete Sidewalk, Includes 3" Aggregate Base; Complete as Specified	SF	410	\$ 7.95	\$ 3,259.50
27	7" Concrete Sidewalk & Apron, Includes 5" Aggregate Base; Complete as Specified	SF	3,240.00	\$ 8.50	\$ 27,540.00
28	Furnish & Install 24"x 48" Detectable Warning Field; Complete as Specified	EA	8	\$ 240.00	\$ 1,920.00
29	Furnish & Install Drilled Sidewalk/Driveway Tie-Bars (No. 4 x 12"); Complete as Specified	EA	4	\$ 5.00	\$ 20.00
30	Furnish & Install No. 4 Reinforcing Rods; Complete as Specified	LF	470	\$ 20.00	\$ 9,400.00
31	Saw-cut Asphalt Pavement; Complete as Specified	LF	300	\$ 3.00	\$ 900.00
32	Saw-cut Concrete Pavement; Complete as Specified	LF	75	\$ 3.00	\$ 225.00
33	Remove - Asphalt Pavement; Complete as Specified	SY	860	\$ 4.50	\$ 3,870.00
34	Remove - Concrete Pavement; Complete as Specified	SY	20	\$ 12.00	\$ 240.00
35	Remove - 30" Concrete Curb & Gutter; Complete as Specified	LF	34	\$ 10.00	\$ 340.00
36	Pulverize Existing Asphalt Pavement In-Place, Use as Base	SY	8,400.00	\$ 0.65	\$ 5,460.00
37	Common Excavation; Complete as Specified	CY	2,045.00	\$ 0.01	\$ 20.45
38	Import Structural Fill; Complete as Specified	CY	217	\$ 0.01	\$ 2.17
39	Furnish & Install Base Aggregate Dense 1-1/4"; Complete as Specified	CY	620	\$ 29.00	\$ 17,980.00
40	Furnish & Install 3" Breaker Run (Undist.)	CY	100	\$ 45.00	\$ 4,500.00
41	Furnish & Install Geotextile Fabric - Type HR (Undist.)	SY	250	\$ 4.00	\$ 1,000.00
42	Furnish and Install HMA Pavement 3 MT 58-28 S (2 1/2" Asphalt Binder Course); Complete as Specified	SY	444	\$ 25.00	\$ 11,100.00
43	Furnish and Install HMA Pavement 4 MT 58-28 S (1 1/2" Asphalt Surface Course); Complete as Specified	SY	444	\$ 16.42	\$ 7,290.48
44	Furnish & Install Tack Coat; Complete as Specified	GAL	13.3	\$ 3.03	\$ 40.30
45	Furnish & Install 7" Concrete Pavement (Non-Doweled) with Integral Curb - HES (Undist.)	SY	100	\$ 43.61	\$ 4,361.00
46	Furnish & Install Drilled Dowel Bars (1 1/2"x 18"); Complete as Specified	EA	29	\$ 15.00	\$ 435.00
47	Furnish & Install #6 Tie Bars; Complete as Specified	EA	36	\$ 8.50	\$ 306.00
48	Furnish and Install 7" Concrete Pavement (Non-Doweled) with Integral Curb; Complete as Specified	SY	9,510.00	\$ 38.61	\$ 367,181.10
49	Furnish & Install 30" Concrete Curb & Gutter - Mountable; Complete as Specified	LF	32	\$ 45.00	\$ 1,440.00
50	Furnish & Install 4" Topsoil, Seed, Fertilizer, & Hydromulch; Complete as Specified	SY	5,130.00	\$ 8.50	\$ 43,605.00
51	Adjust Existing Signs & Posts; Complete as Specified	EA	3	\$ 100.00	\$ 300.00
52	Salvage & Reinstall Existing Signs and Post; complete as specified	EA	3.00	\$ 150.00	\$ 450.00
53	Furnish & Install 14-foot Sign Post; complete as specified	EA	2.00	\$ 175.00	\$ 350.00
54	Furnish & Install Type II Sign; complete as specified	EA	4.00	\$ 150.00	\$ 600.00
55	Furnish & Install Pavement Marking, Epoxy, 18"	LF	35.00	\$ 15.00	\$ 525.00
56	Furnish & Install Pavement Marking; Epoxy, 24"	LF	174.00	\$ 20.00	\$ 3,480.00
PAVING SUB-TOTAL				\$774,472.21	
Base Bid Total =				\$854,170.17	

ALTERNATE 1 BID FORM

4" ASPHALT TRAIL OVER 5" OF 3/4" BASE AGGREGATE DENSE - (REMOVE 5" CONCRETE WALK)

(BID ITEM 25 WILL BE REPLACED & INSERT BID ITEMS BELOW IF ACCEPTED)

PAVING - CHERRYVALE (ALTERNATE NO. 1)			PAVING (ALTERNATE NO. 1)	
57	Furnish & Install; Base Aggregate Dense 3/4"	CY	178.00	\$ 52.00 \$ 9,256.00
58	Furnish and Install HMA Pavement 3 MT 58-28 S (2 1/2" Asphalt Binder Course); Complete as Specified	SY	1284.00	\$ 21.72 \$ 27,888.48
59	Furnish and Install HMA Pavement 4 MT 58-28 S (1 1/2" Asphalt Surface Course); Complete as Specified	SY	1284.00	\$ 15.86 \$ 20,364.24
60	Furnish & Install Tack Coat; Complete as Specified	GAL	38.50	\$ 3.03 \$ 116.66
Alternate No. 1 Sub-Total			\$57,625.38	

Alternate No. 1 Sub-Total \$57,625.38

Base Bid Total (Excluding Bid Item 25) \$772,707.42

Alternate No. 1 + Base Bid-Totals \$830,332.80

ALTERNATE 2 BID FORM

8" CONCRETE PAVEMENT (NON-DOWELED) - (REMOVE 7" CONCRETE PAVEMENT (NON-DOWELED))

PAVING - CHERRYVALE (ALTERNATE NO. 2)			PAVING (ALTERNATE NO. 2)	
61	Common Excavation (Replaces Bid Item 37 if accepted)	CY	2295.00	\$ 0.01 \$ 22.95
62	Furnish & Install; Base Aggregate Dense 1-1/4" (Replaces Bid Item 39 if accepted)	CY	674.00	\$ 29.00 \$ 19,546.00
63	8" Concrete Pavement (Non-Doweled) with Integral Curb - HES (Replaces Bid Item 45 if accepted)	SY	100.00	\$ 46.52 \$ 4,652.00
64	8" Concrete Pavement (Non-Doweled) with Integral Curb (Replaces Bid Item 48 if accepted)	SY	9510.00	\$ 41.52 \$ 394,855.20
Alternate No. 2 Sub-Total			\$419,076.15	

Alternate No. 2 Sub-Total \$419,076.15

Base Bid Total (Excluding Bid Items 37, 39, 45, 48) \$831,502.72

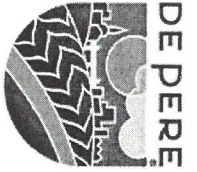
Alternate No. 2 + Base Bid-Totals \$1,250,578.87

Alternate No. 1 + Sub-Total = \$57,625.38

Alternate No. 2 - Sub-Total = \$419,076.15

Base Bid Total (Excluding Bid Items 25, 37, 39, 45, 48) \$750,039.97

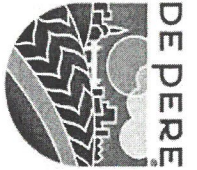
Alternate No. 1 + Alternate No. 2 + Base Bid-Totals \$1,226,741.50



PROJECT 22-05 SIDEWALK AND CURB REPAIR

BID TAB

		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3			
		JIM FISCHER, INC		MARTELL CONSTRUCTION		AL DIX CONCRETE INC			
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID		
STREET AND DRAINAGE CONSTRUCTION (SIDEWALK REPAIR AREA)									
SD-01	Provide 3/4" Crushed Aggregate Base Course	TON	200	\$31.50	\$6,300.00	\$35.00	\$7,000.00	\$30.00	\$6,000.00
SD-02	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	50	\$95.00	\$4,750.00	\$100.00	\$5,000.00	\$110.00	\$5,500.00
SD-03	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	300	\$78.00	\$23,400.00	\$95.00	\$28,500.00	\$100.00	\$30,000.00
SD-04	Remove and Replace 4" Concrete Sidewalk	SY	1500	\$75.50	\$113,250.00	\$85.00	\$127,500.00	\$90.00	\$135,000.00
SD-05	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	2000	\$5.95	\$11,900.00	\$8.00	\$16,000.00	\$10.00	\$20,000.00
SD-06	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	300	\$3.15	\$945.00	\$3.00	\$900.00	\$3.00	\$900.00
SD-07	Provide Detectable Warning Field (Natural Patina)	EA	10	\$375.00	\$3,750.00	\$350.00	\$3,500.00	\$350.00	\$3,500.00
STREET AND DRAINAGE CONSTRUCTION (VARIOUS LOCATIONS)									
SD-08	Provide 3/4" Crushed Aggregate Base Course	TON	300	\$31.50	\$9,450.00	\$35.00	\$10,500.00	\$30.00	\$9,000.00
SD-09	Remove and Replace 24" Concrete Curb and Gutter	LF	200	\$52.50	\$10,500.00	\$60.00	\$12,000.00	\$60.00	\$12,000.00
SD-10	Remove and Replace 24" Concrete Curb and Gutter (Integral)	LF	100	\$100.00	\$10,000.00	\$60.00	\$6,000.00	\$50.00	\$5,000.00
SD-11	Remove and Replace 8" Doweled Concrete Pavement	SY	50	\$94.50	\$4,725.00	\$100.00	\$5,000.00	\$140.00	\$7,000.00
SD-12	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	10	\$78.00	\$780.00	\$100.00	\$1,000.00	\$120.00	\$1,200.00
SD-13	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	50	\$93.00	\$4,650.00	\$90.00	\$4,500.00	\$100.00	\$5,000.00



PROJECT 22-05 SIDEWALK AND CURB REPAIR
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				JIM FISCHER, INC		MARTELL CONSTRUCTION		AL DIX CONCRETE INC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-14	Remove and Replace 6" Colored Concrete Sidewalk, Ramp and Driveway (DOT Red)	SY	50	\$137.00	\$6,850.00	\$130.00	\$6,500.00	\$150.00	\$7,500.00
SD-15	Provide 6" Concrete Sidewalk and Ramp	SY	200	\$88.00	\$17,600.00	\$90.00	\$18,000.00	\$95.00	\$19,000.00
SD-16	Remove and Replace 4" Concrete Sidewalk	SY	200	\$80.00	\$16,000.00	\$85.00	\$17,000.00	\$90.00	\$18,000.00
SD-17	Remove and Replace 4" Colored Concrete Sidewalk (DOT Red)	SY	100	\$155.00	\$15,500.00	\$120.00	\$12,000.00	\$130.00	\$13,000.00
SD-18	Provide 4" Concrete Sidewalk	SY	700	\$58.00	\$40,600.00	\$75.00	\$52,500.00	\$63.00	\$44,100.00
SD-19	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	100	\$5.95	\$595.00	\$8.00	\$800.00	\$10.00	\$1,000.00
SD-20	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	500	\$3.15	\$1,575.00	\$3.00	\$1,500.00	\$3.00	\$1,500.00
SD-21	Provide Detectable Warning Field (Natural Patina)	EA	30	\$375.00	\$11,250.00	\$350.00	\$10,500.00	\$350.00	\$10,500.00
SD-22	Adjust Manhole	EA	5	\$450.00	\$2,250.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00
TOTAL BID				\$316,620.00		\$348,700.00		\$357,200.00	



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**City of Kaukauna
Board of Public Works**

May 16th 2022

jwn/engr dept

**Agenda Item # 2c
Railroad Quiet Zone Update and Proposal**

Background

Please see attached cover letter and proposal from Bryan Cunningham of S.E.H. concerning the railroad quiet zone and proposed next steps.

Possible Action

If the Board chooses to move into the next phase of the Quiet Zone, we would look for a motion to authorize the Director of Public Works to enter into an agreement with SEH to create preliminary plans and submit a notice of intent.



Building a Better World
for All of Us®

May 11, 2022

RE: Proposal for Professional Services
City of Kaukauna
Railroad Quiet Zone Notice of Intent

John Neumeier
Director of Public Works / City Engineer
City of Kaukauna
P.O. Box 890
Kaukauna, WI 54130

Dear Mr. Neumeier:

We are pleased to have an opportunity to continue to assist the City of Kaukauna with the implementation of a Quiet Zone along the existing Wisconsin Central Ltd / Canadian National (CN) mainline corridor that extends through the City. Short Elliott Hendrickson Inc. (SEH) has significant experience in evaluating and implementing Quiet Zones, and we are eager to help the City of Kaukauna advance the process and find solutions to provide relief from locomotive horns.

Background

Currently CN, the railroad that operates through Kaukauna, is required by the Federal Railroad Administration (FRA) to blow their horn at every public highway-railroad grade crossing. To provide relief from the impact of train horn noise to the residents of Kaukauna, the City has taken several initial steps, and continues to pursue the Federal requirements necessary to enact a Quiet Zone. The basic approach for establishing a Quiet Zone in this case, would involve making physical safety improvements at the crossing locations to counteract the decreased safety resulting from trains not blowing their horns.

SEH completed an initial preliminary feasibility study related to Quiet Zones which included the 13 crossings on the mainline and spur tracks in the City of Kaukauna. This was presented to the Board of Public Works on October 5, 2020. After narrowing down the scope of the Quiet Zone, SEH prepared a focused study which looked closer at options for the four at-grade crossings on the mainline track within the City, at Delanglade, Tobacnoir, Division, and Gertrude Streets. Findings and alternatives from this focused study were presented and discussed at a Diagnostic Review meeting held on July 29, 2021 in Kaukauna. The meeting, required in the Quiet Zone process, included discussions and field review by representatives from the City, CN Railroad, FRA, Office of the Commissioner of Railroads (OCR), WisDOT, and SEH. After this meeting, a general approach for improvements at the four crossings was determined to create channelizing barriers at the crossing approaches, to limit the possibility of traffic crossing the centerline to bypass the crossing gate arms. More specifically the conceptual approach for each of the crossings is as follows:

- Delanglade Street – Enhance and extend the existing concrete median by adding channelizing delineator posts
- Division Street – Install channelizing delineator posts on centerline on both sides to meet standard safety measures

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

- Tobacnoir Street – Install channelizing delineator posts on centerline on both sides to meet standard safety measures
- Gertrude Street – Install channelizing delineator posts on centerline in a shortened configuration

When streets are reconstructed as part of a future Capital Improvement Project, additional enhancements such as full concrete median barriers may be added, but the installation of channelizing delineator posts is the most likely method of immediate improvement to facilitate the initial establishment of the Quiet Zone. Potential future street reconstruction work, or related future updates to the Quiet Zone designation, are not included in this proposal.

SEH has been asked to prepare a proposal to move forward with some next steps related to the establishment of a Quiet Zone within the City. This proposal and tasks will concentrate on the mainline crossings within the City, with the tasked scope as outlined below.

Proposed Scope of Work

Task 1 – Preliminary Crossing Improvement Plans

SEH will develop preliminary plans for the improvements at each of the four crossings, based on the concepts and information from the focused study, City discussions, and Diagnostic Review meeting. These preliminary plans will not be final construction documents, but will be suitable for review by the City, and submittal to concerned parties as part of the Notice of Intent (NOI) process. Tasks will also include risk index calculations and updating the DOT Crossing Inventory Forms with current information to be submitted with the NOI. Preliminary planning will also prepare cost estimates, and investigate permit requirements for proposed improvement work on Hwy 55 (Delanglade St.). Task will include submittal of plan to City, and an associated review meeting prior to compilation of the NOI.

Task 2 – Notice of Intent (NOI)

The Notice of Intent process to establish a Quiet Zone provides the railroad and other agencies relevant data and an opportunity to comment on the proposed Quiet Zone improvements prior to implementation. After notifications, data, proposed schedule, and preliminary plans are sent to concerned parties, there is a 60-day comment period where they can provide input on the proposed improvements. SEH will provide a packet of information suitable for NOI submittal, with guidance for the City to send the Notice to the concerned parties via registered mail. Mailings will be submitted to CN, FRA, OCR, and WisDOT.

Professional Fee: Each of these tasks will be implemented as directed by and coordinated with City staff. We will invoice for our efforts up to a not to exceed amount of \$14,800 for the tasks described above.

PROFESSIONAL FEE SCHEDULE

Task 1 – Preliminary Crossing Improvement Plans	\$ 9,400
Task 2 – Notice of Intent (NOI)	<u>\$ 5,400</u>
Total Professional Fees	\$ 14,800

Additional Services: The partial list below describes some services which are not included in this proposal. The list is also intended to serve as a basic description of some of the tasks which would need to occur as the Quiet Zone process moves forward. If the City of Kaukauna wishes for SEH to perform these or any other Additional Services, the City of Kaukauna shall so request in writing. SEH can perform approved Additional Services at current hourly rates or based on a supplemental agreement between SEH and the City of Kaukauna.

- Vehicle traffic counts at crossing locations. (Planned for completion by WisDOT Summer 2022)
- Survey or field visits

John Neumeier
May 11, 2022
Page 3

- Preparation of detailed final plans or bidding documents for safety measure improvements at crossing locations
- Public involvement meetings or materials, or discussion with individual property owners or residents near crossing locations who may be affected by channelization delineators
- Preparation or submittal of Notice of Establishment (NOE) to the railroad and agencies after completion of crossing improvements

Thank you for this opportunity for SEH to continue to work with the City of Kaukauna, I can be reached at 715.271.7522, or bcunningham@sehinc.com, to address any inquiries.

Sincerely,



Bryan Cunningham, PE (WI)
Project Manager

c: Trevor Frank, SEH

Agreement for Professional Services

This Agreement is effective as of May 17, 2022, between City of Kaukauna (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: City of Kaukauna Railroad Quiet Zone Notice of Intent.

Client's Authorized Representative: John Neumeier, Director of Public Works
Address: 144 W. Second Street
Kaukauna, WI 54130
Telephone: 920.766.6305 **email:** neumeier@kaukauna-wi.org

Project Manager: Bryan Cunningham, PE (WI)
Address: 326 S. Main St., Suite 100
Rice Lake, Wisconsin 54868
Telephone: 715.271.7522 **email:** bcunningham@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached letter and General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Task 1 – Preliminary Crossing Improvement Plans

- Prepare preliminary crossing improvement plans for the four mainline crossings within the City of Kaukauna at Gertrude, Division, Tobacnoir, and Delanglade Streets, suitable for establishment of a Quiet Zone
- Risk index calculations and update of DOT crossing inventory forms
- Opinion of probable costs
- Review meeting with City staff

Subtotal: \$9400

Task 2 – Notice of Intent

- Assemble preliminary plans and data for submittal as a Notice of Intent to establish a Quiet Zone
- Facilitate mailing by City of NOI to CN Railroad, FRA, OCR, WisDOT

Subtotal: \$5400

Schedule: The anticipated project schedule would provide the preliminary plans to the City around July 15, 2022 and pending review and assembly of all other material, a NOI submittal around mid-August 2022.

Payment: The fee is hourly and subject to a not-to-exceed amount of \$14,800.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.


This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and

signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

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Short Elliott Hendrickson Inc.

By: 

Trevor M. Frank, AIA
Title: Regional Practice Center Leader

City of Kaukauna

By: _____
John W. Neumeier
Title: Director of Public Works, City Engineer

Exhibit A-1
to Agreement for Professional Services
Between City of Kaukauna (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated May 17, 2022
Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

City of Kaukauna
Board of Public Works

May 16th 2022

jwn/engr dept

Agenda Item # 2d

APWA - Wisconsin Chapter Project of the Year Award – Nelson Heritage Crossing

Background

The Wisconsin Chapter of the American Public Works Association (APWA) provides a forum for public works professionals to share their expertise and experiences for the continuing development of public works that add value throughout Wisconsin. City of Kaukauna, Village of Little Chute, Graef, and Michels have won an APWA-Wisconsin Chapter Project of the Year Award for the Nelson Family Heritage Crossing project. The Public Works Project of the Year Award recognizes the strong alliance between the managing agency, the consultant/architect/engineer, and the contractor to effectively complete public works projects.

Award plaques were presented to the City, Village, and Graef at the 2022 APWA-Wisconsin Chapter spring conference in Appleton earlier this month.

Trash Collection

Business Pickup & Large and Irregular



May 16, 2022

Financial History of Trash in Kaukauna

- City spends about \$375,000 on tipping fees at the landfill each year
- City disposes 15.6 million pounds of garage each year to landfill
- City spends 7,863 of hours on collecting and disposing of garage each year
- City invests\$855,000 in capital equipment to collect and dispose trash.



Types of Trash Pickups

- There are three categories of trash the City picks up
 - Weekly curb pickup (automated carts)
 - Business pickup
 - Larger and irregular pickup

Department of Public Works Status

- The department is looking for ways to provide the necessary services
- Doing more with same staffing level
- Desire to do more value-add duties to the City
 - Parks, Street maintenance, Sidewalks, Buildings, etc.
- Staff discussion for improvements has led to an analysis of our trash collection and disposal impact to the level of service provided

Business Pickup Background

- The City picks up trash for 114 Commercial businesses stops
- Manufacturing businesses are not included
- Routes are running 3 times every week
- Some special pickups are given if a business calls for an additional pickup
- The ages of the three rear load garbage trucks are 24, 17, and 5 years old
- Truck is staffed by two City employees while picking up on the route



Background of Sample size

- The City did a pilot to collect data for a three-month period
- Dedicated a truck to specific business routes to capture the Human Capital costs associated with pickup up this trash
- Dedicated dumps at the landfill were made to capture tipping fee cost for business pickup as well as larger an irregular.

Financial Impact of Business Pickup

Human Capital

Hours Per Year	1,596
Different Employees	13

Capital Equipment

New Garbage Truck	\$285,000
Bond Interest and Issuance Expenses	\$115,587
Total Capital Cost	\$400,587

Annual Operating Expense

Tipping Fees	\$43,421
Human Capital	\$100,090
Insurance	\$817
Maintenance Parts and Supplies	\$11,094
Fuel	\$14,040
Annual Total	\$169,462

Total Annual Operating Expense	\$209,521
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KAUKAUNA



Alternative Solutions

- Private Company Pickup
- Automated cans for business outside of downtown district
- Central dumpster site for downtown district
- Combination of a few

Private Company Pick

Pros

- Allows business to choose who they want to pick up trash
- Business owners can have the pick frequency set to their needs
- Reducing the Human capital needs for the City for this select group
- Eliminating additional dumpster replacement
- Eliminating the need to maintain and replace capital (garbage truck)

Cons

- Might bring more inconsistent look of dumpsters on commercial sites throughout the City
- Not providing the service any longer

Automated Carts for business

Pros

- Still providing Commercial business garbage pickup
- Reducing the Human capital needs
- Eliminating administrating the additional dumpster replacement

Cons

- Adding more cans to routes
- Adding objects that can become an eye sore in downtown area with the density of businesses
- Adding an object that can become a projectile in windy weather conditions
- Automated carts may not be large enough for some commercial businesses

Combination

Construct a central dumpster site for downtown district and allow a max of 2 automated carts for businesses outside of district or private company pick

Pros

- Reduces the human capital needs
- Eliminates additional dumpster replacement
- Will allow City to maintain the image of the downtown core district
- Eliminates the green carts scattered throughout downtown
- Charge a set fee for the use of the dumpster site
- Still providing service

Cons

- Limits the ability for downtown businesses to get private if they desire
- Different treatment for commercial businesses throughout the City
- Adding more carts to automated truck route
- Lose parking spots in downtown with dumpster site
- Will have to administer the program and ensure compliance

Recommendation from Staff for Business Trash

- Have commercial businesses get private company to collect garbage as of January 2023
- Any parcel not zoned residential Single family (RSF) or Residential Two Family (RTF) is considered Business for trash collection purpose.
- Update garbage ordinance to reflect current and proposed automated collection and to better control larger and irregular and curbside pickup



Large and Irregular

Large and Irregular Pickup Background

- The City pickups up large and irregular trash once a month throughout the City.
- Most items are picked up with manual labor while there are a few cases equipment is used.
- Pickup consists of canvassing the city ensuring items are picked up.
- Some special pickups are given if a homeowner places items on the curb sooner than they should or if a request is made.
- Truck is staffed by two City employees while picking up on the route



Example of the Abuse

Recent sight after a tenant moved out of a rental home in the city.



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Example of the Abuse

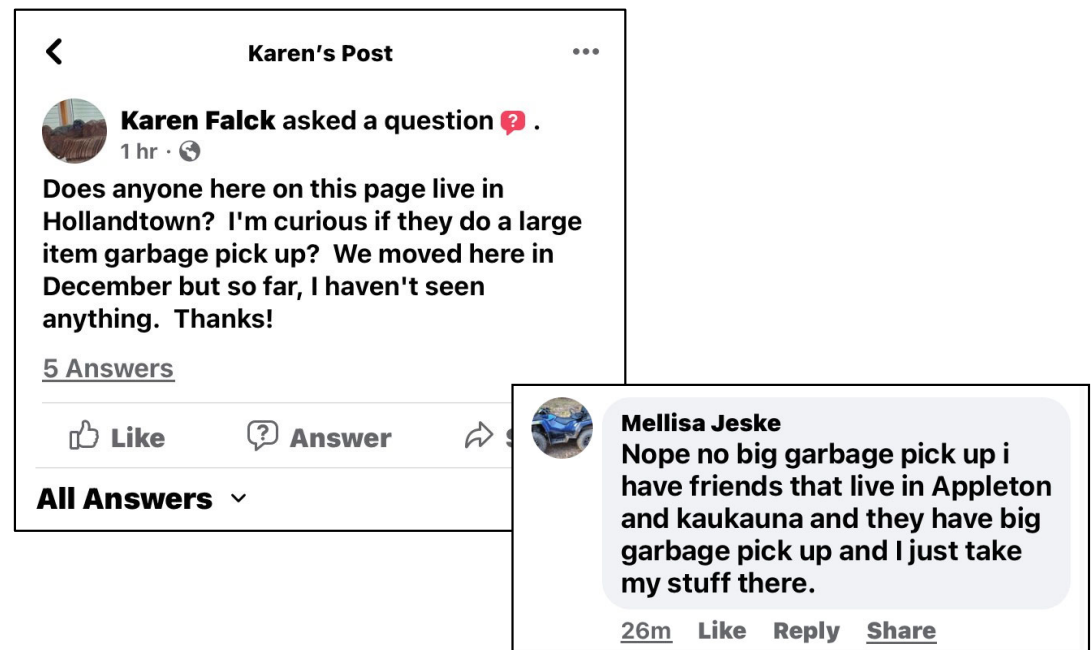
Recent sight after home remodel in the city.



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Example of the Abuse

Social Media conversation with non-City residents discussing their plan to dump on City curb during large and irregular



Financial Impact of Large & Irregular Pickup

Human Capital

Hours Per Year	1,330
Different Employees	15

Capital Equipment

New Garbage Truck	\$285,000
Bond Interest and Issuance Expenses	\$115,587
Total Capital Cost	\$400,587

Annual Operating Expense

Tipping Fees	\$31,319
Human Capital	\$84,900
Insurance	\$817
Maintenance Parts and Supplies	\$6,500
Fuel	\$3,600
Annual Total	\$127,136

Total Annual Operating Expense	\$167,194.71
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Possible Alternative Solutions

- Breakdown items to fit into the automated trash can
- Bring larger items directly to Outagamie County landfill
- Bring items down to the City dump site
- Purchase a disposable tag and schedule special pick with the City
- Limit it to early spring and early fall pickup
- Combination of a few

Recommendation from Staff on Large and Irregular

- Ban construction debris from larger and irregular
- Staff will continue to research and analyze data
- Staff will look to other communities for examples to alleviate this burden
- Staff will come back with recommended action as it relates to larger and irregular

Financial Impact of Both Large & Irregular & Business Pickup

Human Capital

Hours Per Year	2,926
Different Employees	28

Capital Equipment

New Garbage Truck	\$570,000
Bond Interest and Issuance Expenses	\$231,174
Total Capital Cost	\$801,174

Annual Operating Expense

Tipping Fees	\$74,740
Human Capital	\$184,990
Insurance	\$1,634
Maintenance Parts and Supplies	\$17,594
Fuel	\$17,640
Annual Total	\$296,598

Total Annual Operating Expense	\$376,715
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THANK YOU