



BOARD OF PUBLIC WORKS COMMITTEE MEETING AGENDA

A Board of Public Works Committee Meeting is scheduled for Tuesday, September 21, 2021, at 4:30 p.m., within the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue.

1. Call the meeting to order.
2. Roll call.
3. Approve minutes of the 8/17/2021 regular meeting.
4. Discussion and Possible Recommendation to the Common Council regarding cost proposal from AYRES Associates regarding Hattie Street Bridge Scour Analysis.
5. Discussion regarding line striping edge lines along Hall Avenue, from STH 64 to Van Cleve Avenue.
6. Discussion about PFAS in the groundwater on the Prairie Street Reconstruction Project.
7. Discussion and Possible Recommendation to the Common Council regarding Street Use Permit from River Cities Community Pool Association.
8. Discussion and possible recommendation to the Common Council regarding purchase of used Garbage Truck (Handout At Meeting).
9. Topics for the next meeting.
10. Adjournment.

Ken Keller

Board of Public Works President

A possible quorum of Common Council members may be present at this meeting.

Requests from individuals with disabilities who need special accommodations to participate in this meeting or hearing should be made to the City Clerk's Office at 1-715-732-5140 with as much advance notice prior to the meeting as possible.

CITY OF MARINETTE BOARD OF PUBLIC WORKS REGULAR MEETING MINUTES FROM AUGUST 17, 2021

1. 1st Ward Alderperson Ken Keller, Board President, **called** the regular Marinette Board of Public Works Meeting **to order** at 04:30 P.M. in the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue, Marinette, WI.
2. **Upon a call of the roll** it was determined a quorum of the Board were present and attendance was documented as follows:
MEMBERS PRESENT: Alderpersons Keller, Flatt, Skorik, Polzin and Oitzinger, Mayor Genisot, Public Works Director/City Engineer Miller, Finance Director/City Treasurer Miller & City Attorney Gagan.
ABSENT & EXCUSED: None.
OTHERS PRESENT: Judge Noppenberg, Alderperson Kowalski & Mikutowski, Public Works Superintendent Carlson Police Chief LaCombe, Fire Chief Heckel, Melissa Ebsch, Lynette Brosig & Maya Shimizu Harris.
3. **Board of Public Works meeting minutes.**
Alderperson Skorik moved/ Polzin seconded, and all concurred, to approve, as submitted, the Board of Public Works regular meeting minutes from 7/20/21.
4. **Discussion and possible recommendation to the Common Council regarding cost proposal from LK Field Services & More, LLC to paint street light poles.**
Included in today's packet is a price quotation and scope of work to paint 54 street light poles and bases in the amount of \$31,872.00. Alderperson Oitzinger moved/ Flatt seconded and all concurred to recommend the Common Council approve the cost proposal from LK Field Services & More, LLC to paint 54 street light poles & bases in the amount of \$31,782.00.
5. **Discussion and possible recommendation to the Common Council regarding HVAC Preventative Maintenance contract renewal from Energy Control & Design, Inc.**
Public Works Director/City Engineer Miller stated this is an annual agreement with a one-year renewable option at the discretion of the city. Alderperson Skorik moved/ Flatt seconded and all concurred to recommend the Common Council approve the HVAC Preventative Maintenance contract renewal from Energy Control & Design, Inc. with an increase of 5.4% for all bid items.
6. **Pay Request No. 3 in the amount of \$270,683.58 and Change Order No. 1 in the amount of +\$7,387.76, and Change Order No. 2 in the amount of +\$7,482.49 to Barley Trucking and Excavating, Inc. for the Maple Street & Dunlap Avenue Reconstruction Project, No. 2021-100.**
Alderperson Polzin moved/ Finance Director/City Treasurer Miller seconded and all concurred to recommend the Common Council approve Pay Request No. 3 in the amount of \$270,683.58, and Change Order No. 1 in the amount of +\$7,387.76 and Change Order No. 2 in the amount of +\$7,482.49, to Barley Trucking and Excavating, Inc. for Maple Street & Dunlap Avenue Reconstruction Project, No. 2021-100.
7. **Topics for next meeting.**
Update on Prairie Street testing.
8. **Adjournment.**
Finance Director/City Treasurer Miller moved/ Alderperson Skorik seconded & all concurred, to adjourn at 04:43 PM.

Lana R. Bero, City Clerk

(Next regular Board of Public Works meeting is 09/21/21 @ 04:30 PM or immediately following Finance & Insurance Committee, whichever's later, within Common Council Chambers, 1905 Hall Ave., Marinette Wisconsin.)



August 9, 2021

Brian Miller
City Engineer
City of Marinette
1905 Hall Avenue
Marinette, WI 54143

Re: Proposal for design of pier scour countermeasures at Hattie Street Bridge

Dear Mr. Miller:

Thank you for the opportunity to submit this proposal for professional services for designing pier scour countermeasures for Hattie Street Bridge piers 1 and 2. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The City of Marinette and the City of Menominee, MI share maintenance responsibilities of the Hattie Street Bridge, which spans the Menominee River between the two communities. Piers 3 and 4, on the Michigan side of the bridge, are maintained by the City of Menominee, and piers 1 and 2, on the Wisconsin side, are maintained by the City of Marinette. Inspections of the Hattie Street Bridge have documented ongoing scour of the pier footings.

In 2020, the City of Menominee retained Ayres to design pier scour countermeasures for their two piers. The proposed repair, which is scheduled for construction in 2023, consists of filling scour holes with riprap and placing grout mats to protect the piers from future undermining. The City of Marinette is interested in undertaking the same repair on their two piers concurrently with Menominee's. Doing so may allow both communities to realize some cost savings and efficiencies. This proposal is for design of grout mat pier scour countermeasures for piers 1 and 2 of the Hattie Street Bridge.

Scope of Services

We propose the following tasks:

1. Organize and attend a virtual project kickoff meeting with the City of Marinette, the City of Menominee, Coleman Engineering (who are currently assisting the City of Menominee with permit applications for their scour repair project), and the Wisconsin Department of Natural Resources (WDNR) to discuss the project.
2. Design a grout mat repair for piers 1 and 2 using the same technical standards and procedures we employed for designing the proposed grout mat repair of piers 3 and 4.
3. Prepare drawings and technical specifications for the proposed grout mat repair of piers 1 and 2 and present and review these documents virtually with the City of Marinette.
4. Submit applications for WDNR and US Army Corps of Engineers (USACE) permits needed to construct the pier scour countermeasures.
5. Respond to WDNR and USACE review comments and finalize drawings and specifications per their reviews.

Responsibilities of Owner and Others

Attend the project kickoff meeting and coordinate, as needed, to provide information for permit applications and approvals.

Additional Services

If engineering services during bidding and construction are desired, we can negotiate these services separately with the City of Marinette.

Time Schedule

We will submit applications for WDNR and USACE permit approvals within 120 calendar days of receiving notice to proceed.

Fee

We will perform the above services for a lump sum amount of \$15,554.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until September 30, 2021, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



Christopher Goodwin
Manager - Water Resources



Adam Schneider
Senior Project Manager

Accepted by Owner:

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions



**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by 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.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

MEMORANDUM

TO: Mayor Genisot
Board of Public Works

FROM: Brian R. Miller
Director of Public Works

DATE: September 16, 2021

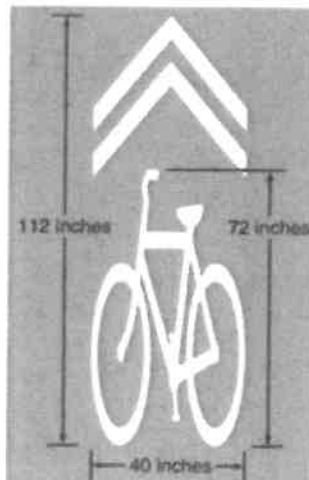
SUBJECT: Hall Avenue Edge lines

A request was made to add white edge lines to Hall Avenue, from the roundabout at STH 180 to Van Cleve Avenue.

Since this section of Hall Avenue is a connecting highway, Wisconsin Department of Transportation (WDOT) was contacted about adding edge lines. WDOT indicated the city can add pavement markings and lines without WDOT approval.

Hall Avenue, from STH 180 to Van Cleve Avenue, consists of two 15-foot wide travel lanes separated by a 14-foot wide Two Way Left Turn Lane (TWLTL). WDOT indicated bike lanes be a minimum 4-foot wide. Maintaining the 14-foot TWLTL and painting an edge line to reduce the travel lanes to 12-foot wide would leave 3-feet between the edge line and the curb. A 3-foot wide "bike lane" is substandard and not advisable.

WDOT said if the city decided it is necessary to add pavement markings for bicyclists, they suggested adding sharrow symbols to the travel lanes. If sharrows are added to Hall Avenue, guidance is a minimum of one sharrow symbol for each block with maximum spacing of 250-feet. This would require approximately 11 sharrow symbols in each travel lane.



Sharrow – Pavement Marking for Shared Lane

Marinette

expanding horizons

CITY OF MARINETTE APPLICATION FOR STREET USE PERMIT

Pursuant to Marinette Municipal Code § 9.100 the Common Council may grant a street use permit subject to reasonable municipal regulation and control. The City Clerks Office issues permits. Application must be submitted to & approved by the Board of Public Works and Common Council plus representatives from Police and Public Works Departments.

Name: Karie Nelson
 Organization: River Cakes Community Pool Association
 Address: 1125 University Drive. Marinette WI 54143
 Telephone: 715-735-0585
 Requested Street Closure Date: 10/09/2021
 Time Duration: 10:30am - 1:30pm
 Approximate # of people involved: 200

Fees: (Check category that applies to your event)

- If less than 3 blocks and no traffic re-routing required \$5.00
- If more than 3 blocks and no re-routing of traffic required \$20.00
- If re-routing of traffic required add a flat user fee of - \$35.00
- If for sale or promotion of commercial products/services \$45.00
- Plus daily promotional event flat rate of \$30.00 per day = \$_____

Street use permit for the following portion of Shore Drive to Edwin St closing street from Shore Drive to Edwin down to Shore Drive to Edwin Street. to W. Bay Shore

Karie Nelson
 Individual requesting street closure

Lana Bero
 Representative from City Clerk

over →

J. L. L...
 Approval of Police Department

B. N. Mella
 Approval Public Works Department

DETAILED DESCRIPTION OF PROPOSED USE OF CLOSED STREET

Annual Spooktacular Kids Triathlon will be held 10-09-21. The event is free

to area youth ages 4-12. The event is held at the

UW Green Bay-Marinette fieldhouse. Participants will begin by swimming in the

pool, then they will ride their bikes from the UW fieldhouse parking lot

turn right on University, cross the intersection of Shore Drive and continue on

West Bay Shore to Edwin street and then turn around and come back to the

fieldhouse where they will complete a run behind the fieldhouse.
