

BOARD OF PUBLIC WORKS

---

Date of Meeting: July 15, 2015, at 1:00 p.m. in the Birch Room.

Members Present: Lindman, Jacobson, Groat (arrived at 1:10 p.m.)

Also Present: Seubert, Heckendorf, Wesolowski, Kerntop.

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

**Approve minutes of the July 2, 2015 and July 8, 2015 meetings**

This item was tabled.

**BID OPENING: 2015 1<sup>st</sup> Street Extension and Riverfront Redevelopment**

The following bids were received and opened:

James Peterson Sons	\$1,238,807.61
Pember Companies, Inc.	\$1,224,449.35
PGA, Inc.	\$1,224,523.54
Switlick & Sons, Inc.	\$1,615,022.00

Lindman moved to award the contract to the low-qualified bidder, Pember Companies, Inc., in the amount of \$1,224,449.35, contingent upon review of the bid tabulations. Jacobson seconded and the motion carried unanimously 2-0.

**BID OPENING: 2015 Wausau Riverfront Landscaping Improvements**

The following bid was received and opened:

Re-vi Design, LLC	\$1,000,053.55 *
	*corrected figure

The bid and budget will be verified with a recommendation to be made at a future Board of Public Works meeting.

**Discussion and possible action on Wisconsin Regional Orthophotography Consortium Contract**

Lindman explained that this contract was signed in 2013. The project was bid out by the North Central WI Regional Planning Commission for the majority of the counties in the state. The contract was signed by GIS staff versus the Mayor. The flights have begun and approval has been received for a budget modification. The City has been invoiced for work but cannot make payment because the contract was not executed by the Mayor. There is money in the budget and the procurement policy was followed with the exception that the contract was not signed by the Mayor. In the past this contract had not come before the Board of Public Works and staff followed the process that was done previously. In the future this contract will be brought before the Board of Public Works.

Jacobson moved to approve the Wisconsin Regional Orthophotography Consortium Contract with Ayres. Groat seconded and the motion carried unanimously 3-0.

**Pay Request from GRAEF: Professional services through May 30, 2015; Streetscape – 2<sup>nd</sup> Avenue and Clark Street**

Wesolowski stated that this contract is close to completion. Groat questioned if the project will be delayed until next year and discussion followed.

Lindman moved to approve the pay request in the amount of \$3,698.75. Groat seconded and the motion carried unanimously 3-0.

**CLOSED SESSION pursuant to Section 19.85(d), Wis. Stats., for the purpose of considering and deliberating on pre-qualification statements for bidders for the In-Ground Vehicle Lifts for Metro Ride**

Motion by Jacobson, second by Groat to convene in closed session. Motion carried unanimously 3-0.

Motion by Groat, second by Jacobson to reconvene in open session. Motion carried unanimously 3-0.

**RECONVENE MEETING INTO OPEN SESSION for the purpose of acting upon closed session items, if necessary**

Motion by Groat, second by Jacobson to approve the following bidders for the In-Ground Vehicle Lifts for Metro Ride:

Midwest Lift Works LLC (distributor for Steril-Koni), Jordan, MD  
Vehicle Service Group DBA Rotary Lift, Madison, IN

Motion carried unanimously 3-0.

**Discussion and possible action on payment to Dakota Intertek for the purchase of chemicals related to the Excavation and Cover System Construction Project**

This item was taken out of agenda order.

At this time Rick Binder and Hiedi Waller of Stantec joined the meeting via phone. Binder explained that Dakota Intertek is contracted to work on the former Hammerblow site. Last fall Dakota purchased treatment chemicals for two hot spot areas without approval to do so. Pilot testing was inconclusive and the DNR and Stantec did not think the project should move forward with chemical treatment. Stantec then worked with the DNR to get the soil classified as special waste versus hazardous waste so it could be landfilled at a better rate. In March it was confirmed that the landfill option is most advantageous. Stantec had been talking with Dakota since November regarding the possibility of landfilling the soil. Near the end of March, Dakota had indicated they had to return the chemicals by March 31 and there would be restocking fees. They had then asked for confirmation that the chemical treatment will not be used. On March 26 a confirmation email was sent to Dakota. Stantec received a call from Regenesys and it was indicated that the return date for the chemicals was actually December 30, 2014. Regenesys had tried to contact Dakota two to three times prior to the December deadline but Dakota did not return their calls. Regenesys has tried to obtain payment from Dakota for the chemicals but has been unsuccessful. On June 24, 2015 Dakota requested full payment for the chemicals, which is approximately \$50,000.

Jacobson questioned if the scope of work was changed after the return deadline in December. Waller explained that it was specifically stated in the notice to proceed that chemical treatment was not part of the notice. Binder added that the notice indicated remediation was not authorized until approval was received from the DNR. Dakota purchased the chemicals before receiving approval. The completion date of the project was November 1, 2014. Dakota may have ordered the chemicals in good faith so they were on site. However, these chemicals can be ordered and onsite within three to four days. Waller noted that in November they began talking with Dakota regarding the change in scope and discussed landfilling the soil well before the deadline date. Binder stated that

Stantec was unaware of Regenesi's 90 day return policy. Waller explained that Regenesi told Stantec on March 26, 2015 that the deadline for return of the chemicals was December 31, 2014. Binder added that Dakota knew in November that the chemicals would not be used. Lindman questioned if an extension was given for completion of the contract and Binder confirmed. Binder said that the chemicals have value. Regenesi does not want to take them back from Dakota because they are unhappy with Dakota from other projects. Binder offered to call Regenesi to try to work something out. Binder also stated there is another contractor working on another project that has expressed interest in purchasing the chemicals at a reduced rate. Dakota had indicated they could not find another buyer. Binder stated that Dakota is scheduled to be onsite on Monday to excavate the hot spots.

Groat moved to deny the request to pay for the chemicals and delegated Stantec to write a response for the City Engineer's review that specifies the City is not willing to pay for the chemicals but does want to continue with the excavation remediation plan. Jacobson seconded and the motion carried unanimously 3-0.