

BOARD OF PUBLIC WORKS

Date of Meeting: December 20, 2016, at 9:30 a.m. in the Birch Room.

Members Present: Wesolowski, Groat, Jacobson.

Also Present: Gehin, Semrow, Stratz, Mohelnitzky, Duncanson, Bauer
Marijean Hoppe, Becher Hoppe; Kevin Bella, Becher Hoppe; Dave Schumitsch,
Merrill Gravel & Construction

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

Open Request for Proposals and make recommendation for the House/Garage Moving Project

Stratz stated no proposals were received. Schuette Movers submitted pre-qualification documents; however, they could not put a proposal together as they have been waiting for utility costs from Frontier. Staff is also waiting for the lead and asbestos report. The intent is to rebid this project once all information has been received. Groat questioned if it is feasible to rebid due to timing of the project. Stratz will speak with Lindman regarding this.

Discussion and possible action on a contract extension with Miron Construction for the 2016 Riverfront Development Construction Project

This item was taken out of agenda order.

Wesolowski explained this contract was extended to the end of December at an earlier meeting. The extension was at the request of the City as the City wanted Miron to hold off on certain aspects of the project due to the Frantz Development. There are still a number of items that need to be held off because of the multi-use building and the contract will need to be extended into next year. Groat questioned if Miron had a willingness to extend the contract to which Bella replied yes. Wesolowski suggested extending the contract to June or July, with a further extension considered at that time. He added that Miron will want to get the project done as soon as they can. Bella confirmed Miron wants completion as soon as possible. He offered extending the contract to July 1. Wesolowski stated the project will most likely not be completed by July. However, at this time he would not like to have an extension until October but rather revisit another contract extension this summer. Groat moved to approve a contract extension with Miron Construction to July 31, 2017 for the 2016 Riverfront Development Construction Project. Wesolowski seconded and the motion passed.

Discussion and possible action on a change order regarding playground equipment for the 2016 Riverfront Development Construction: Miron Construction Co., Inc.

Wesolowski explained that Miron was asked to provide a quote for exercise equipment for the playground. The quote provided was from Landscape Structures. Duncanson indicated that he has been working with Stantec who researched equipment over the past several months. The equipment quoted is what Stantec has recommended. Groat moved to approve the change order in the amount of \$36,495. Wesolowski seconded and the motion passed.

2016 Recycling of Roadway Pavement: Merrill Gravel & Construction Co., Final Payment

This item was taken out of agenda order.

Mohelnitzky recommends approval of the final payment as the work has been completed. The original pile of material was measured and there are approximately 2 yards left. However, more material was added to the pile after the measurement was taken. Merrill Gravel agrees with the quantity payment. Wesolowski moved to approve the final payment in the amount of \$35,100. Jacobson seconded and the motion passed.

Pay Request from Stantec: Professional Services for period ending July 22, 2016; 2016 Riverfront Remediation Services

Wesolowski said this pay request is for environmental work performed under Task Order 12. Groat moved to approve the pay estimate in the amount of \$7,978.77. Wesolowski seconded and the motion passed.

Pay Request from Clark Dietz: Professional Services from October 29 to November 25, 2016; 72nd Avenue and Cleveland Avenue Lift Stations

Wesolowski stated this pay request was reviewed by Dave Erickson. Wesolowski moved to approve the pay request in the amount of \$5,030.80. Jacobson seconded and the motion passed.

Pay Request from Xylem Water Solutions U.S.A., Inc., for equipment for the Cleveland Avenue Lift Station

Wesolowski indicated this pay request was reviewed by Dave Erickson. Wesolowski moved to approve the pay request in the amount of \$13,035.60. Groat seconded and the motion passed.

Digester Mixing Replacement Project: August Winter & Sons, Inc., Pay Estimate No. 11

This item was taken out of agenda order.

Wesolowski stated this pay request was reviewed and submitted by Becher Hoppe. Groat moved to approve Pay Estimate No. 11 in the amount of \$11,185.30. Jacobson seconded and the motion passed.

2016 Street Construction Project B: Merrill Gravel & Construction, Change Order No. 1

Gehin stated Merrill Gravel has submitted a change order for several items of additional work completed on Chicago Avenue. Semrow explained the items on the change order. There was an issue on 2nd Street where upon excavating in the intersection to tie into the watermain, the contractor ran into storm sewer conflicts and had to tie into the main on the other side of the road. There was a miss-sized pipe and a boot had to be replaced. There was an oversized manhole. County Concrete was not able to build the structure wanted and the contractor had to move up to a 96". There was an issue with a homeowner having little water pressure after hooking up the water service. The service was redone and the homeowner was provided adequate pressure. Lastly, an island at 6th Street and Bridge Street that was not part of the plan was removed and reinstalled. Semrow recommends approval of the change order. Gehin stated he also reviewed the change order and recommends approval. Groat moved to

approve Change Order No. 1 in the amount of \$10,172.50. Wesolowski seconded and the motion passed.

Discussion and possible action on liquidated damages regarding 2016 Street Construction Project B

Gehin explained this project consisted of Chicago Avenue from 2nd Street to the dead end. Merrill Gravel was the low bidder at approximately \$1.2 million. The next lowest bid was from James Peterson Sons at approximately \$1.4 million. The contract included working day completion dates for the phased project with a final completion date of October 14. The project consisted of two phases; 2nd Street to 6th Street and 6th Street to the dead end. There were 40 working days allowed in the first phase. During the first phase there were a number of rain days. Additionally, the contractor was asked to open up 3rd Street to accommodate the Woodchucks, which the contractor was more than willing to do. The second phase had 30 working days. During this phase there were issues with rain and bedrock. At the Board of Public Works meeting on August 25, 2016, the contractor requested an extension of the number of working days. The request was for 21 days, which would have been September 30. The Board extended the contract to October 14. Unfortunately, the work was not completed by October 14. Gehin, Semrow and Schumitsch met in the field and the contractor was warned of possible liquidated damages. The project was completed on November 10, which was 19 working days past the extended contract completion date. During this time there was one rain day.

Semrow stated the contractor's overall performance was solid and they did a nice job. They kept the streets open for businesses and Athletic Park. They worked with the neighbors to keep access to their driveways. There was a lot of rain during this project. The concrete subcontractor kept Merrill Gravel from staying on track. Groat questioned how many concrete contractors could have performed this work. Schumitsch replied there are quite a few contractors; however, very few were interested in completing this work. The larger concrete contractors, such as Chippewa Concrete and Trierweiler, are not interested in smaller jobs. When bidding on this project, he received quotes from two contractors; Sampson and Sommers. He chose Sommers even though Sampson had a lower quote as Sommers has been more reliable for him. Due to the way jobs are bid, sometimes subcontractors get stuck with more work than intended. At the time they did not have work and bid on several jobs. Schumitsch further explained that he is under contract with the union and must hire union subcontractors. There may have been other concrete contractors available, but he cannot use them if they are not union. Sommers hired someone else to finish this project. Schumitsch stated this is hard having sat before the Board on August 25 for an extension and he is not trying to lay out excuses. It comes down to the subcontractor setting schedules back. If one or two subs are off schedule, it puts everyone in a difficult spot. He noted the Highway 52 Project will have to be completed in the spring but they did their best they could with what they had.

Groat question who James Peterson Sons concrete subcontractor would have been, but Gehin said that was unknown. Schumitsch believes they would have been in the same position since they are also under a union contract. Gehin indicated that Sommers was a subcontractor on Kent Street, Stewart Avenue and Union Avenue as well.

Jacobson asked what the contract included regarding liquidated damages. Gehin replied \$1,000 per working day. Gehin added to ensure contractors take our contracts seriously; they need to be held accountable. Groat stated looking back historically liquidated damages have not been assessed often. Groat moved to assess a total of \$1,000 for liquidated damages. Jacobson seconded and asked for further discussion.

Jacobson questioned how the 19 days was arrived at. Semrow explained that the project was completed 27 calendar days past the completion date. Excluding weekends and one rain day, there was a total of 19 working days. Groat indicated there is motivation to get projects done as residents see it as an inconvenience. Residents were well taken care of during this project. She would not like to see contractors build contingencies into their bid. Jacobson asked if there were any days the contractor did not work after the contract extension. Wesolowski indicated the contractor did not work on the project from October 4 through October 7. He recalled when damages were assessed for a project in a subdivision by Wausau West. That project was held up by a different concrete contractor and he does not believe the contractor was assessed the full amount that they could have been.

Jacobson said there was not a lack of intent. Gehin stated the contractor is fortunate that there was good weather this fall. Poor weather would have caused work to be completed next year. Schumitsch said they did everything they could while waiting for concrete to be poured, such as landscaping. The project was completed within a few days after the concrete was done.

There being a motion and a second, motion to assess a total of \$1,000 for liquidated damages passed.

Construction Demolition Services: C & D Excavating LLC, Change Order No. 1

and

Construction Demolition Services: C & D Excavating LLC, Pay Estimate No. 1

Groat moved to delay action on Change Order No. 1 and Pay Estimate No. 1 regarding the Construction Demolition Services Project. Jacobson seconded and the motion passed.

CLOSED SESSION pursuant to Section 19.85(1)(g), Wis. Stats., for the purpose of deliberating on claims

Motion by Jacobson, second by Groat to convene in closed session. Motion passed.

Motion by Groat, second by Jacobson to reconvene in open session. Motion passed.

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

Groat moved to deny the claim submitted by Bedwanic as presented. Wesolowski seconded and the motion passed.

Adjourn

Groat moved to adjourn the meeting. Wesolowski seconded and the motion passed.