



**CITY OF DELAFIELD
MEETING AGENDA
PUBLIC WORKS COMMITTEE**

Chair: Dan Jashinsky

Members: Art Baumann, Jim Behrend, Jacob Berg, Elizabeth Lloyd-Weis, Jack Demski, Mark Millot

Wednesday, April 6, 2022

6:30 PM

City Hall, Council Chambers
500 Genesee St.

Agenda

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Minutes

Discussion and possible action on the following minutes:

A. Approval of minutes from the [03-02-2022](#) regular meeting

5. Citizen Comments

6. Unfinished Business

7. New Business

A. Discussion and possible action to make a recommendation to the Common Council regarding the bids received by the Village of Summit, the City of Delafield's share of the cost, and the proposed Intermunicipal Agreement with the Village of Summit to cooperatively resurface Mill Road.

8. Reports of City Officials

A. Director of Public Works

B. City Engineer

C. Traffic Staff

D. Clerk

E. Public Works Committee Meeting Dates & Deadlines

1. Next Meeting: May 4, 2022

2. Meeting Submittal Deadline: April 19, 2022, at noon

F. Correspondence

9. Adjournment

All meetings of the Public Works Committee are public meetings. The meeting of the Committee is a working session for the Committee itself, and, outside of the Citizens Comments section, discussion by those in attendance is limited to Committee members, staff and others that may be a party to the matter being discussed.

AMERICANS WITH DISABILITIES ACT NOTICE: Upon reasonable notice (at least 72 hours in advance) the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

NOTICE OF POSSIBLE QUORUM: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information: no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Clerk: CR	Posted: 04-01-2022	<input checked="" type="checkbox"/> City Hall Bulletin Board	<input checked="" type="checkbox"/> Website	<input checked="" type="checkbox"/> Notified Media
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Building a Better World
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April 1, 2022

RE: City of Delafield, Wisconsin
2022 Street Improvement Program
Recommendation for Mill Road
Improvements
SEH No. DELAF 165057 64.00

Mr. Tom Hafner, P.E.
City Administrator/Dir. of Public Works
City of Delafield
500 Genesee Street
Delafield, WI 53018

Dear Tom:

At 10:00 am, on Thursday, March 31, 2022, the Village of Summit received a total of 3 bids for their 2022 Road Paving Program, which included the shared improvements for Mill Road. Overall program bids ranged from a low of \$671,031.25 to a high of \$715,204.70. Bids for the shared portion ranged from a low of \$371,561.25 to a high of \$404,159.00. Based on the overall program, the bid summary below shows that the lowest responsible bidder was Wolf Paving Co., Inc. Please note that contract language for bid evaluation was based on the aggregate of overall program, and that selection of separate contractors for select portions of the road paving program was not allowed.

<u>Contractor</u>	<u>Total Price</u>	<u>Mill Road Shared</u>
Wolf Paving Co., Inc.	\$671,031.25	\$386,560.00
Stark Pavement Corp.	\$676,143.50	\$371,561.25
Payne and Dolan, Inc.	\$715,204.70	\$404,159.00

The City's overall budget for the Street Improvement Program is \$900,000.00, however, of that Mill Road was budgeted for \$212,000.00 (\$185,000 for construction and \$27,000 for engineering and management), which the City will pay the Village of Summit. The budget is based on the City's approved 2022 Capital Improvements Program. The included budget items are as follows:

<u>Budget Description</u>	<u>Budgeted Cost</u>
Annual Road Program	\$660,000.00
Nagawicka Path	\$235,000.00
Evelyn Avenue Path	\$5,000.00
Mill Road	\$212,000.00
Total	\$900,000.00

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

262.646.6855 | 888.908.8166 fax | sehinc.com

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Recommendation for Mill Road Improvements

April 1, 2022

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With the low responsible bid, the project costs are anticipated to be \$220,280.00. The breakdown of costs for the shared roadway contract are as follows:

<u>Project Activity</u>	<u>Anticipated Costs</u>
Construction Bid (\$386,560.00 before 50/50 road split)	\$193,280.00
Engineering	\$27,000.00
Total	\$220,280.00

Wolf Paving Co., Inc. is a well-known and often used paving contractor, and the City has done many projects with them in the past. We do not have any concerns using them to complete this project. After further review of the bids, Wolf Paving Co. has provided good project prices and fair asphalt prices. Over this past winter and since last summer, asphalt prices have increased nearly 30 percent. Furthermore, the condition of Mill Road is declining at a quick pace. Multiple patches have been completed over the last few years and it is in a current state where more feasible improvements are required.

Based on the previously anticipated project costs, the project will be approximately \$8,280.00 (4%) over budget, with no allocated contingency funds. Normally, contingency funds are available for unknown factors and field conditions. There is potential that the overall project will still come closer to the budgeted amount as there is quantity contingencies with items such as base repair, but there is no guarantee. With the City's understanding that additional funds may need to be allocated for construction contingencies and the \$8,280.00 budget overage, we recommend that the City of Delafield approve moving forward with the Mill Road shared improvements.

Additionally, we recommend that a budget amendment be made to account for the project overages for both the Street Improvement Program and shared portion of Mill Road, and to replenish contingencies for both projects as well. The breakdown of costs for the budget amendment are as follows:

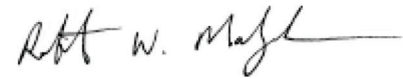
<u>Project Activity</u>	<u>Costs</u>
Street Improvement Program Overage	\$4,404.00
Street Improvement Program Contingency (5% of Construction Costs)	\$30,520.20
Mill Road Overage	\$8,280.00
Mill Road Contingency (5% of Construction Costs)	\$9,664.00
Total	\$52,868.20

In summary, we recommend that the City of Delafield approve moving forward with the shared improvements to Mill Road based on the bid amount of \$386,560.00, with the understanding that the City's portion is anticipated to cost \$220,280.00. We also recommend that the City of Delafield approve a budget amendment in the amount of \$52,868.20 to account for the overages and to replenish the contingency costs for each project.

Recommendation for Mill Road Improvements
April 1, 2022
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Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink, appearing to read "Robert W. Malzahn". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Robert W. Malzahn, P.E.
Project Engineer

Enclosure: Mill Road Shared Portion Bid Tabulation

c: Mike Court, SEH

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TABULATION OF BIDS

Shaded area denotes corrected figure

2022 Road Paving Program Village of Summit, WI SEH No.: SUMMV 166039 Bid Date: 10:00 a.m., Thursday, March 31, 2022				Engineer's Estimate \$357,550.00		Wolf Paving Co., Inc. 612 N. Sawyer Rd. Oconomowoc, WI 53066 \$386,560.00		Stark Pavement Corporation 12845 W. Burleigh Rd. Brookfield, WI 53005 \$371,561.25	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Mill Road Pt. 2 - Venice Park Road to CTH B (1.06 MI)									
204.0100	Remove Concrete Driveway/Walk	SY	100	10.00	1,000.00	9.50	950.00	5.00	500.00
204.0125	Remove Excess Material	CY	150	25.00	3,750.00	17.00	2,550.00	45.25	6,787.50
205.0110	Base Repair	CY	550	50.00	27,500.00	40.00	22,000.00	35.25	19,387.50
305.0500	Aggregate Shoulders and Drives	LF	11200	1.75	19,600.00	1.20	13,440.00	1.75	19,600.00
325.0100	Pulverize and Shape Existing Pavement	SY	17200	1.75	30,100.00	1.90	32,680.00	1.35	23,220.00
455.0600	Tack Coat	SY	15000	0.10	1,500.00	0.15	2,250.00	0.25	3,750.00
460.5223	HMA Pavement 3 LT 58-28 S (2.5")	TN	2275	60.00	136,500.00	68.00	154,700.00	64.75	147,306.25
460.5225	HMA Pavement 5 LT 58-28 S (1.5")	TN	1500	63.00	94,500.00	79.00	118,500.00	73.10	109,650.00
465.0120	Asphalt Surface for Drives and Approaches	TN	200	80.00	16,000.00	105.00	21,000.00	95.95	19,190.00
521.1228	Apron End Section Steel Arch 24" X 20"	EA	2	700.00	1,400.00	520.00	1,040.00	700.00	1,400.00
521.3728	CMP Steel Arch 24" X 20" (3 FT Extensions)	EA	2	1,000.00	2,000.00	695.00	1,390.00	1,000.00	2,000.00
528.8700	Cleaning Culvert Pipe	EA	2	3,000.00	6,000.00	790.00	1,580.00	1,000.00	2,000.00
611.8110	Adjust Manhole Casting	EA	3	700.00	2,100.00	900.00	2,700.00	1,250.00	3,750.00
611.8115	Adjust Valve Box	EA	13	400.00	5,200.00	45.00	585.00	350.00	4,550.00
628.2004	Slope Restoration with Net-Free Erosion Matting	SY	500	15.00	7,500.00	8.45	4,225.00	9.50	4,750.00
643.5000	Traffic Control	LS	1	2,000.00	2,000.00	4,450.00	4,450.00	1,200.00	1,200.00
646.1020	Pavement Marking Line Epoxy 4" (Double Yellow)	LF	150	4.00	600.00	13.00	1,950.00	13.00	1,950.00
646.6120	Pavement Marking Stop Line Epoxy 18" (White)	LF	30	10.00	300.00	19.00	570.00	19.00	570.00
Total Mill Road Pt. 2					\$357,550.00	\$386,560.00	\$371,561.25		



TABULATION OF BIDS

2022 Road Paving Program Village of Summit, WI SEH No.: SUMMV 166039 Bid Date: 10:00 a.m., Thursday, March 31, 2022			Shaded area denotes corrected figure		Payne & Dolan, Inc. N3 W23650 Badinger Rd. Waukesha, WI 53188 \$404,159.00
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price
Mill Road Pt. 2 - Venice Park Road to CTH B (1.06 MI)					
204.0100	Remove Concrete Driveway/Walk	SY	100	10.81	1,081.00
204.0125	Remove Excess Material	CY	150	20.00	3,000.00
205.0110	Base Repair	CY	550	51.00	28,050.00
305.0500	Aggregate Shoulders and Drives	LF	11200	2.25	25,200.00
325.0100	Pulverize and Shape Existing Pavement	SY	17200	1.89	32,508.00
455.0600	Tack Coat	SY	15000	0.13	1,950.00
460.5223	HMA Pavement 3 LT 58-28 S (2.5")	TN	2275	64.00	145,600.00
460.5225	HMA Pavement 5 LT 58-28 S (1.5")	TN	1500	77.00	115,500.00
465.0120	Asphalt Surface for Drives and Approaches	TN	200	127.00	25,400.00
521.1228	Apron End Section Steel Arch 24" X 20"	EA	2	800.00	1,600.00
521.3728	CMP Steel Arch 24" X 20" (3 FT Extensions)	EA	2	2,000.00	4,000.00
528.8700	Cleaning Culvert Pipe	EA	2	1,700.00	3,400.00
611.8110	Adjust Manhole Casting	EA	3	1,000.00	3,000.00
611.8115	Adjust Valve Box	EA	13	450.00	5,850.00
628.2004	Slope Restoration with Net-Free Erosion Matting	SY	500	4.00	2,000.00
643.5000	Traffic Control	LS	1	3,500.00	3,500.00
646.1020	Pavement Marking Line Epoxy 4" (Double Yellow)	LF	150	13.00	1,950.00
646.6120	Pavement Marking Stop Line Epoxy 18" (White)	LF	30	19.00	570.00
Total Mill Road Pt. 2					\$404,159.00

**INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF DELAFIELD AND THE VILLAGE OF SUMMIT
REGARDING REPAIRS AND MAINTENANCE ON MILL RD BETWEEN CTH DR AND CTH B**

This Agreement is made and entered into as of the ___ day of _____, 2022, by and between the Village of Summit, Wisconsin (Village), and the City of Delafield, Wisconsin (City), to establish terms and conditions related to the repair and maintenance of Mill Road between CTH DR and CTH B (hereinafter the "Road").

WHEREAS, the Village and the City are each responsible for repairing and maintaining separate and distinct sections of the Road; and

WHEREAS, the Village and the City are each responsible for paying for the repair and maintenance of their own sections of the Road; and

~~WHEREAS, the sections of the Road that are the responsibility of the Village are not all contiguous and would, at times, require the work to stop at places where the Road transitions from the responsibility of the Village to the City and then resume again on the other side of the City's section(s); and~~

~~WHEREAS, the sections of the Road that are the responsibility of the City are not all contiguous and would, at times, require the work to stop at places where the Road transitions from the responsibility of the City to the Village and then resume again on the other side of the Village's section(s); and~~

~~WHEREAS, the Village and the City split ownership and responsibility of the Road at the centerline where the Village and City limits meet, with the responsibility of the western half of the Road belonging to the Village and the responsibility of the eastern half of the Road belonging to the City; and~~

WHEREAS, the City and the Village each plan to perform repair and maintenance work on their respective sections of the Road during 2022; and

~~WHEREAS, it would be more efficient to perform the subject road repair and maintenance in one continuous effort, without stopping and starting at each transition of responsibility between the City and the Village for said work~~the Village and the City recognize the benefits of performing the subject road repair and maintenance in one continuous effort to ensure a more economical and better quality end product; and

WHEREAS, the Village agrees to coordinate the repairs and maintenance that are to be completed on the Road by **September 2, 2022** as outlined below; and

WHEREAS, the Village and City each agree to be responsible for its own share of the costs of the repair and maintenance as outlined below; and

NOW, THEREFORE, for and in consideration of the foregoing promises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village of Summit and the City of Delafield (hereinafter referred to collectively as "Parties") do hereby covenant and agree as follows:

1. **Authority.** This agreement is entered into pursuant to §66.0301, Wis. Stats., regarding intergovernmental cooperation and, therefore, should be liberally construed to accomplish its

intended purposes. In addition, the undersigned representatives of the Parties represent that they have been duly authorized by their respective governing bodies to execute this Agreement.

2. **Roles and Responsibilities.** The Parties acknowledge that the Village will be responsible for its share of the costs of the subject repair and maintenance work and the City will be responsible for its share of the costs of the subject repair and maintenance work. The Parties hereby agree to each authorize the Village to coordinate the following repair and maintenance work on the Road in one continuous manner and to then allocate responsibility for the maintenance and repair work on the Road, including paying for said maintenance and repair work on the Road, to each respective municipality as follows:

- A. Authorized Work. The Parties authorize the Village to coordinate the ~~following~~ work on the Road as outlined in Attachment A: Bid Tabulation – Village of Summit 2022 Road Paving Program:

- ~~1. Traffic control – provide appropriate traffic control for duration of construction activities.~~
- ~~1. Detour routes and haul roads – set detour routes for affected traffic and routes for hauling of construction materials.~~
- ~~1. Milling butt joints – milling joints at the ends of the roadway (CTH DR, CTH B) to accommodate the new surface material and provide a smooth joint transition.~~
- ~~1. Base repair – replace sub-grade/base material in areas where structural failures in asphalt have caused by weaknesses in existing sub-grade/base have occurred.~~
- ~~1. Pulverize and shape existing pavement – full depth in-place pulverization of existing asphalt and a portion of the underlying base and relaying the pulverized material to construct a new base.~~
- ~~1. Remove excess material – removal and disposal of any excess materials from site.~~
- ~~1. Asphalt pavement binder layer – this is an approximately 2.5" thick layer of HMA Pavement 3 LT 58-28 S asphalt placed on the base course.~~
- ~~1. Asphalt final surface – this is an approximately 1.5" thick layer of HMA Pavement 5 LT 58-28 S asphalt placed on the binder course.~~
- ~~1. Aggregate shoulders and drive restoration – bring shoulders and aggregate driveway approaches up to final surface elevation.~~
- ~~1. Restoration – restore disturbed vegetative areas within the right-of-way.~~
- ~~1. Pavement marking – install epoxy pavement markings on new pavement.~~
- ~~1. As-Built drawings – complete accurate record and red-line drawings of the road improvement project.~~

- B. Payment for the authorized work. Short Elliot Hendrickson, Inc. (SEH) has provided estimates for the Authorized Work, as follows:

Village of Summit estimated cost: ~~\$260,700.00~~ \$257,500.00

City of Delafield estimated cost: ~~\$212,400.00~~ 221,250.00

The estimated costs are estimates only, not bids or quotes, and each Party will be charged and responsible for its own actual costs for the time, equipment, and material costs associated with the work performed on each Party's respective Road sections of responsibility. The full amount of the Authorized Work will be billed to the Village. The Village will bill the City's share of the charges for the Authorized Work to the City. The City will pay the Village for its share of the charges for the Authorized Work.

3. **Indemnification.** This Agreement represents a cooperative effort by the Parties to serve the interests of each Party and of their constituents. Each Party has no obligation to indemnify the other for claims, actions, demands, suits, losses, liabilities, judgements, expenses or costs (including attorneys' fees) made by third parties. In any situation involving joint liability, each Party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.
4. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision deemed to be void. The Parties agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of essence to this Agreement be deemed void.
5. **Challenge to Agreement.** In the event of cause of action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the Parties shall cooperate fully to vigorously defend the Agreement. No settlement of any such action shall be permitted without the written approval of both Parties. The Agreement is for the exclusive benefit of the Parties and their successors and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity. The enforceability of this Agreement shall not be affected by changes in elected officials.
6. **Assignment.** No Party shall assign any rights or responsibilities under this Agreement to a third party without the prior written consent of the other Party.
7. **Complete Agreement and Future Agreements.** This document is a complete and final Agreement and supersedes any oral agreements or other negotiations which may conflict with the terms of this Agreement. Either party may request a modification of the Agreement at any time. Any modification of the terms of this Agreement shall be in writing in the form of an Addendum to this Agreement and approved by both Parties.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute and seal this Agreement on the date as set forth above.

VILLAGE OF SUMMIT

By: _____
Jack Riley, Village President

ATTEST:

By: _____
Debra Michael, Village Clerk

APPROVED AS TO FORM:

By: _____
John F. Macy, Village Attorney

CITY OF DELAFIELD

By: _____
Kent Attwell, City Mayor

ATTEST:

By: _____
Molly Schneider, City Clerk

APPROVED AS TO FORM:

By: _____
,City Attorney