

PUB WKS

09/11/12

**OFFICIAL NOTICE OF MEETING
OF THE
PUBLIC WORKS COMMITTEE OF THE MAUSTON COMMON COUNCIL
6:00PM
TUESDAY, SEPTEMBER 11, 2012
MAUSTON CITY HALL COUNCIL CHAMBERS
303 MANSION STREET**

- 1. Call to Order/Roll Call**
- 2. Discussion and Action Regarding Minutes of August 28, 2012, Meeting**
- 3. Discussion and Recommendation Regarding 2011 Sewer Rehab and Replacement Project Owner-Engineer Agreement Amendment #3**
- 4. Discussion and Recommendation Regarding 2011 Storage Building/Standby Power Direct Purchase Project Owner-Engineer Agreement Amendment #4**
- 5. Discussion and Recommendation Regarding Storage Building/Standby Power Project Pay Request #4**
- 6. Any Other Business Properly Brought Before the Committee**
- 7. Adjourn**

**OFFICIAL MINUTES OF MEETING
MAUSTON COMMON COUNCIL PUBLIC WORKS COMMITTEE
AUGUST 28, 2012**

Call to Order/Roll Call The Public Works Committee of the Mauston Common Council met on Tuesday, August 28, 2012, in the Council Chambers of Mauston City Hall. Chair Rick Noe called the meeting to order at 5:30pm. Members present were Francis McCoy, Floyd Babcock, and Noe. Also present were City Administrator Nathan Thiel, Director of Public Works Rob Nelson, and Mr. John Langhans and Mr. Todd Halverson of MSA-Professional Services.

Minutes Babcock/McCoy to approve the minutes of the August 14, 2012, meeting. Motion carried by voice vote.

Sewer Rehab Project Change Order #2 Noe/McCoy to recommend to the Council to approve Visu-Sewer Change Order #2 decreasing the project cost by \$24,965.00. Motion carried by voice vote.

Sewer Rehab Project Pay Request #4 Babcock/Noe to recommend to the Council to approve Visu-Sewer pay request #4 in the amount of \$21,795.58. Motion carried by voice vote.

Veterans Memorial Park Concession Stand/Bathroom Structure Babcock/Noe to recommend to the Council to authorize the expenditure of funds as budgeted. Motion carried by voice vote (two in favor, one opposed [McCoy])

GIS Demonstration John Langhans and Todd Halverson of MSA-Professional Services presented information on how GIS mapping software could be used to provide accurate and up to date information for city assets and infrastructure in digital format.

Director of Public Works Report Nelson briefly reviewed the proposed 2013 Public Works Budget with the committee.

Adjourn McCoy/Babcock to adjourn. Motion carried by voice vote. Meeting adjourned at 6:25pm.

Rick Noe, Chair

Date

AMENDMENT #3 TO OWNER-ENGINEER AGREEMENT

1. Background Data

- a. Effective Date of Owner-Engineer Agreement: **August 6, 2009**
- b. Owner: **City of Mauston, Wisconsin**
- c. Engineer: **Davy Engineering Co.**
- d. Project: **2011 Sewer Rehab & Replacement Project**

2. Nature of Amendment

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

3. Description of Modifications

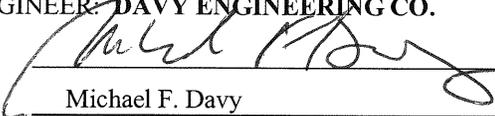
Modify Engineering Services for the State/Union/STH 82 Sewer Rehabilitation Project and Remington Street Sewer Replacement portion of the Misc. 2011 Water and Sewer Projects in Amendment #2 to segregate sewer work.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: **CITY OF MAUSTON, WISCONSIN**

ENGINEER: **DAVY ENGINEERING CO.**

By: _____
Brian McGuire
Title: _____
Mayor
Date Signed: _____

By: _____

Michael F. Davy
Title: _____
President
Date Signed: _____

Agency Concurrence of Contract Amendment #2:

Agency: USDA Rural Development
By (Signature):
Typed Name: Angela Hanz, P.E.
Title: WI State Engineer
Date:

Note: The Agreement shall be in full force and effect regardless of the participation of Funding Agency.

A. *Description of Modifications:*

- a. Update Engineering costs to final budget. Extend completion date of the Construction Phase and Resident Representative Services to August 1, 2012.
- b. The compensation provisions of this addition to Exhibit C are summarized as follows:

<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Payment</u>
1. Study and Report Phase		
a. Preliminary Engineering Report	\$ <u> N/A </u>	<u> </u>
b. Environmental Review Report	\$ <u> N/A </u>	<u> </u>
2. Basic Services		
a. Preliminary (A.1.02) and Final Design Phase (A.1.03)	\$ <u> 76,000.00 </u>	<u>Hourly</u>
b. Bidding or Negotiating Phase (A.1.04)	\$ <u> 25,500.00 </u>	<u>Hourly</u>
c. Construction Phase (A.1.05)	\$ <u> 10,000.00 </u>	<u>Hourly</u>
d. Post-Construction Phase (A.1.06)	\$ <u> 2,500.00 </u>	<u>Hourly</u>
3. Resident Project Representative Services (A.1.05)	\$ <u> 36,000.00 </u>	<u>Hourly</u>
TOTAL ESTIMATED CONTRACT AMOUNT	\$ <u> 150,000.00 </u>	

Compensation items designated as Hourly Rates are estimates only and ENGINEER shall be paid in full for all authorized Project-related services. Lump sum fees may be adjusted by an amendment to this Agreement if there is a change in the scope of work.

For budget purposes, these engineering fees are allocated 100% to Sewer.

AMENDMENT #4 TO OWNER-ENGINEER AGREEMENT

1. Background Data

- a. Effective Date of Owner-Engineer Agreement: **August 6, 2009**
- b. Owner: **City of Mauston, Wisconsin**
- c. Engineer: **Davy Engineering Co.**
- d. Project: **2011 Storage Building/Standby Power Direct Purchase**

2. Nature of Amendment

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Modify Engineering Services for the Lift Station Emergency Power Connections (5), Portable Generator for Lift Stations, Sewer and Water Maintenance Building, Well #3 Emergency Power Connection, Well #3 Fixed Generator, and Lift Station Access Hatches portion of the Misc. 2011 Water and Sewer Projects in Amendment #2 to segregate Sewer/Water work.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: **CITY OF MAUSTON, WISCONSIN**

ENGINEER: **DAVY ENGINEERING CO.**

By: Brian McGuire

By: 

Title: Mayor

Title: President

Date Signed: _____

Date Signed: _____

Agency Concurrence of Contract Amendment #1:

Agency: USDA Rural Development
By (Signature):
Typed Name: Angela Hanz, P.E.
Title: WI State Engineer
Date:

Note: The Agreement shall be in full force and effect regardless of the participation of Funding Agency.

DAVY ENGINEERING CO.

115 6th Street S.
La Crosse, WI 54601
(608) 782-3130
FAX (608) 784-6611
www.davyinc.com

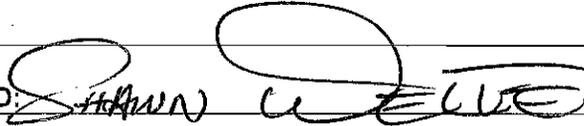


TRANSMITTAL – CONTRACTORS PAY ESTIMATE

TO: City of Mauston	DATE: 8/31/12	PROJECT NO.: 1076-147.040
	ATTENTION: Rob Nelson	
	CONTRACTORS PAY ESTIMATE #4 (Current Technologies)	

PROJECT:	Standby Power and Storage Building
CONTRACTOR:	Current Technologies, Inc.
OWNER:	City of Mauston
AMOUNT DUE:	\$1,096.70 (Final)
CUMULATIVE AMOUNT:	\$24,291.70
CONTRACT AMOUNT:	\$24,291.70 (Original Contract Amount \$22,846.00)
COMPLETION DATE:	July 12, 2012

ACTIONS REQUIRED:	
1.	City Approve Pay Estimate
2.	Sign Pay Estimate
3.	Send a completed copy to Rural Development and Contractor. Payment to Contractor
4.	Send copy of signed application to Davy Engineering Co.
5.	See Remarks.

REMARKS: Enclosed are four (4) copies of the Current Technologies' Payment Request #4. Please have all copies of the enclosed payment request copies signed and dated, and write in the amount approved above the signature. We recommend that payment be made contingent on receipt of final lien waivers. Please contact Mark Davy or me if you have any questions.
CC: File
SIGNED: 



CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4

To (Owner): City of Mauston	Application Period: 8/30/2012	Application Date: 6/14/2012
Project: Mauston Standby Power & Storage Bldg	From (Contractor): Current Technologies Inc	Via (Engineer): Davy Engineering Co.
Owner's Contract No.:	Contractor's Project No.: 1101107	Engineer's Project No.: 1076-145.00

Approved Change Order Summary		COST BREAKDOWN	
Number	Additions	Deductions	
1	\$1,445.70		
TOTALS	\$1,445.70		
NET CHANGE BY CHANGE ORDERS	\$1,445.70		

Contractor's Certification
 The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: CURRENT TECHNOLOGIES INC Date: 8/10/2012
 By: Mark Adams

- ORIGINAL CONTRACT PRICE..... \$ 22,846.00
- Net change by Change Orders..... \$ 1,445.70
- Current Contract Price (Line 1 ± 2)..... \$ 24,291.70
- TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 24,291.70
- RETAINAGE:
 - a. X Work Completed..... \$ ~~24,291.70~~ 1096.70
 - b. X Stored Material..... \$ ~~24,291.70~~ 24,291.70
 - c. Total Retainage (Line 5a + Line 5b)..... \$ ~~48,583.40~~ 1096.70
- AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ ~~23,077.42~~ 24,291.70
- LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ ~~22,077.42~~ 23,195.00
- AMOUNT DUE THIS APPLICATION..... \$ ~~1,000.00~~ 1096.70
- BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ ~~1,000.00~~ 1096.70

Payment of: \$ 1096.70 (Line 8 or other - attach explanation of the other amount)
 is recommended by: [Signature] Date: 8/13/12
 Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)
 is approved by: _____ Owner Date: _____
 Approved by: _____ Funding Agency (if applicable) Date: _____

PROGRESS ESTIMATE - LUMP SUM

CONTRACTOR'S APPLICATION NO. 4

For (contract):

Mausston Standby Power and Storage Building

Application Number:

4

Application Period:

8/30/2012

Application Date:

8/30/2012

Item	Description	Scheduled Value (\$)	Work Completed		Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% 5 (F/B)	Balance to Finish (B - F)
			C From Previous Application	D This Period				
1	Storage Bldg - Labor	\$ 4,239.00	\$4,239.00			\$4,239.00	100.0%	
2	Storage Bldg - Material	\$ 3,600.00	\$3,600.00			\$3,600.00	100.0%	
3	Well #3 Standby Power - Labor	\$ 3,431.00	\$3,431.00			\$3,431.00	100.0%	
4	Well #3 Standby Power - Material	\$ 3,200.00	\$3,200.00			\$3,200.00	100.0%	
5	Lift Station #1 - Labor	\$ 500.00	\$500.00			\$500.00	100.0%	
6	Lift Station #1 - Material	\$ 322.00	\$322.00			\$322.00	100.0%	
7	Lift Station #2 - Labor	\$ 500.00	\$500.00			\$500.00	100.0%	
8	Lift Station #2 - Material	\$ 322.00	\$322.00			\$322.00	100.0%	
9	Lift Station #3 - Labor	\$ 500.00	\$500.00			\$500.00	100.0%	
10	Lift Station #3 - Material	\$ 322.00	\$322.00			\$322.00	100.0%	
11	Lift Station #4 - Labor	\$ 500.00	\$500.00			\$500.00	100.0%	
12	Lift Station #4 - Material	\$ 322.00	\$322.00			\$322.00	100.0%	
13	Lift Station #5 - Labor	\$ 500.00	\$500.00			\$500.00	100.0%	
14	Lift Station #5 - Material	\$ 322.00	\$322.00			\$322.00	100.0%	
15	Lift Station #6 - Labor	\$ 500.00	\$500.00			\$500.00	100.0%	
16	Lift Station #6 - Material	\$ 322.00	\$322.00			\$322.00	100.0%	
17	Lift Station #7 - Labor	\$ 700.00	\$700.00			\$700.00	100.0%	
18	Lift Station #7 - Material	\$ 400.00	\$400.00			\$400.00	100.0%	
19	Lift Station #8 - Labor	\$ 500.00	\$500.00			\$500.00	100.0%	
20	Lift Station #8 - Material	\$ 322.00	\$322.00			\$322.00	100.0%	
21	Lift Station #9 - Labor	\$ 500.00	\$500.00			\$500.00	100.0%	
22	Lift Station #9 - Material	\$ 322.00	\$322.00			\$322.00	100.0%	
23	Lift Station #10 - Labor	\$ 400.00	\$400.00			\$400.00	100.0%	
24	Lift Station #10 - Material	\$ 300.00	\$300.00			\$300.00	100.0%	
25	C/O #1 Modify Support Lift Station #7	\$ 1,445.70	\$1,445.70			\$1,445.70	100.0%	
Totals			\$24,291.70			\$24,291.70		