

**DATE:** January 11, 2019  
**TO:** Board of Public Works Members  
**FROM:** John Marx, President

A Board of Public Works meeting will be held on **Tuesday January 15, 2019 @ 4:30 p.m.**, in the Council Chambers at Marinette City Hall. A possible quorum of the Common Council members may be present.

The following items will be on the agenda:

1. Call the meeting to order.
2. Roll Call.
3. Approve minutes of the 12/04/18 Special Meeting.
4. Consideration and possible recommendation to the Common Council regarding contract amendment from Robert E. Lee regarding additional work related to Menekaunee Harbor and South Channel Restoration Projects.
5. Contract payment request #2 and Final in the amount of \$4,298.76 and Contract Change Order #2 in the amount of -\$931.50 from LaCourt Concrete Construction for the Menekaunee South Harbor Pavilion Project.
6. Public Works Monthly Activity Report.
7. Topics for Next Meeting.
8. Adjourn.

Sincerely,  
*John Marx*  
Alderman John Marx, President  
Enclosures

Common Council Members, Department Heads, Utilities Operation Manager,  
Eagle Herald; Peshtigo Times; Bay Cities Radio, City Hall Bulletin Board

- a. 3<sup>rd</sup> Ward Alderperson John Marx called the Board of Public Works special meeting to order at 05:15 PM at Marinette City Hall Common Council Chambers, 1905 Hall Ave., Marinette WI.
- b. **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 Flat, Marx, Keller, Hitt & Skorik; Mayor Genisot; Public Works Director/City Engineer Miller; Finance Director/Treasurer Miller & City Attorney Sbar  
**ABSENT & EXCUSED:** None  
  
**OTHERS PRESENT:** Alderpersons, Noppenberg & Kowalski, Superintendent Carlson; Administrative Assistant Jan Kust, Fire Chief Heckel; Amber Myszka & Emma Kuhn.
- c. **Consideration and possible action of Board of Public works meeting minutes for October 16, 2018.**  
Alderperson Hitt moved/ Skorik seconded and all concurred to approve Board of Public Works meeting minutes for October 16, 2018.
- d. **Update on Mausoleum Roof.**  
City Clerk Bero gave an update regarding the mausoleum roof stating the project is complete and the contractor had no issues. They did replace 6 wet insulated boards and remove one layer of existing roof.
- e. **Consideration and possible action to recommend the Common Council to approve Street Use permit application from River Cities Community Pool for an event on 12/8/18 closing University to W. Bay Shore St.**  
Finance Director/Treasurer Miller moved/ Flatt seconded and all concurred to recommend the Common Council approve the Street Use permit application from River Cities Community Pool for an event on 12/8/18 closing University to W. Bay Shore St.
- f. **Consideration and possible recommendation to the Common Council regarding Contract payment request #1 and Final in the amount of \$60,745.14 and Contract Change Order #1 in the amount of -\$11,675.94.00 from Barley Trucking and Excavating, for the Hosmer Street – 1st Street Alley Project.**  
Alderperson Keller moved/ Flatt seconded and all concurred to recommend the Common Council approve Contract payment request #1 and Final in the amount of \$60,745.14 and Contract Change Order #1 in the amount of -\$11,675.94 from Barley Trucking and Excavating, for the Hosmer Street – 1st Street Alley Project.
- g. **Consideration and possible recommendation to the Common Council regarding Contract payment request #4 and Final in the amount of \$2,410.34 and Contract Change Order #1 in the amount of -\$60,272.92 from Barley Excavating, for the North Raymond Street and Watson Court Project.**  
Alderperson Flatt moved / Skorik seconded and all concurred to recommend the Common Council approve Contract payment request #4 and Final in the amount of \$2,410.34 and Contract Change Order #1 in the amount of -\$60,272.92 from Barley Excavating, for the North Raymond Street and Watson Court Project.
- h. **Consideration and Possible Recommendation to the Common Council regarding Contract payment request #1 and Final in the amount of \$82,400 from NASI Roofing, Inc., for the Civic Center Roof Project.**  
Alderperson Mayor Genisot moved / Hitt seconded and all concurred to recommend the Common Council approve Contract payment request #1 and Final in the amount of \$82,400 from NASI Roofing, Inc., for the Civic Center Roof Project
- i. **Consideration and Possible Recommendation to the Common Council regarding Contract payment request #2 in the amount of \$ 4,298.76 and Contract Change Order #2 in the amount of \$ -931.50 from LaCourt Concrete Construction for the Menekaunee South Harbor Pavilion Project.**  
Alderperson Keller moved / Finance Director/Treasurer Miller seconded and all concurred to recommend the Common Council approve Contract payment request #2 in the amount of \$ 4,298.76 and Contract Change Order #2 in the amount of \$ -931.50 from LaCourt Concrete Construction for the Menekaunee South Harbor Pavilion Project.
- j. **Adjournment.**

Cc: Council Packet; Board members, Ashley Sier & Finance Department/Accounts Payable staff.

Aldersperson Skorik moved/ Finance Director/Treasurer Miller seconded and all concurred to adjourn at 05:26 PM.

Lana R. Bero, City of Marinette Clerk

*(The next regular Board of Public Works meeting is scheduled for Tuesday 12/18/18 @ 04:30 PM, within the Common Council Chambers at Marinette City Hall, 1905 Hall Ave.)*

**MEMORANDUM**

**TO: Mayor Genisot  
Board of Public Works**

**FROM: Brian R. Miller  
Director of Public Works**

**DATE: January 10, 2019**

**SUBJECT: Robert E. Lee Contract Amendment  
Menekaunee Harbor Project & South Channel O&M**

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Attached is a Contract Amendment from Robert E. Lee (REL) for additional professional services related to the Menekaunee Harbor Restoration and South Channel Restoration Projects.

At the request of the Wisconsin Department of Natural Resources (WDNR), REL prepared an amendment to their agreement with the City to prepare an O&M Plan document for the Menekaunee Harbor Restoration and South Channel Restoration Projects. The plan for each site will include long term maintenance tasks required to preserve the investment made at each location. The lump sum fee for this work is \$6,250.

In the Fall of 2018, the WDNR suggested another planting of wild rice in Menekaunee Harbor. This was a third planting to supplement the existing rice bed that was originally planted in 2015. A second rice planting occurred in the Fall of 2017. The third rice planting work was not included in the original REL contract. The additional cost to REL for the third rice planting was \$550.

The WDNR approved the attached REL contract amendment. The WDNR will provide full funding for the additional work in the amount of \$6,800. The City will receive the funding as a reimbursement through the current Menekaunee Harbor Grant Agreement between the City and the WDNR.



**Robert E. Lee & Associates, Inc.**  
Engineering • Surveying • Environmental Services  
1250 Centennial Centre Boulevard • Hobart, WI 54155 • 920-662-9641 • www.relecoinc.com

January 9, 2019

Mr. Brian Miller, Director of Public Works  
CITY OF MARINETTE  
1905 Hall Avenue  
Marinette, WI 54143-1716

RE: Professional Services Proposal - Contract Amendment II  
Menekaunee Harbor Habitat Restoration and  
South Channel Restoration Projects  
Marinette, Marinette County, WI

Dear Mr. Miller:

Thank you for the opportunity for Robert E. Lee & Associates, Inc., (REL) to provide this amendment for professional services regarding the Menekaunee Harbor project in the City of Marinette. REL has been involved with the Menekaunee Harbor Project and South Channel Restoration Project; working with the City for construction oversight for the implementation of the restoration plans. The Wisconsin Department of Natural Resources (WDNR) has requested the City of Marinette to provide a Long Term O&M plans for each site, in addition to adding another year of wild rice seeding in 2018 tasks not included in our original scope of work. The O&M plan would be completed in spring of 2019, as requested by WDNR. REL will create all required documents and the plan document for WDNR and City use. The following is a summary of the services to be provided by REL and its subsidiary, NES Ecological Services.

**LONG TERM O&M PLAN CREATION**

During the construction phase of the process, REL/NES professionals have worked closely with the contractor and have completed yearly site assessments. The project team will use this data to create the final O&M Plan for City and WDNR use. Services to be provided include the following:

- Preparation and creation of O&M Plan document for Menekaunee Harbor and South Channel Restoration Project.
- Working with Department Staff and City Staff on the creation of the plan.
- Will submit draft document to City and Department for review.
- Will address any comments received and will finalize the complete document for use.
  - o Will provide final copies, as requested.
- Incorporate possible O&M tasks to be provided by others, specifically in coordination with UW-Green Bay-Marquette.

**MENEKAUNEE HARBOR, ADDITIONAL WILD RICE SEEDING**

During the end of the construction phase of the project in the fall of 2018, it was determined and approved by the WDNR that wild rice seeding should be installed again. REL/NES professionals worked closely with AES to procure seed, coordinate planting and to provide construction observation and administration of this additional work in 2018.

January 9, 2019  
Mr. Brian Miller, Director of Public Works  
CITY OF MARINETTE  
Page 2

**SUMMARY OF PROJECTED FEES**

- Complete Long Term O&M Plan is estimated to cost \$6,250
- Wild Rice Seeding additional work is estimated to cost \$550


REL intends to bill this work on a Lump Sum Basis, of \$6,800, which are costs that are 100% reimbursable by the WDNR. In the event that the scope of work changes, a modification to this agreement maybe necessary.

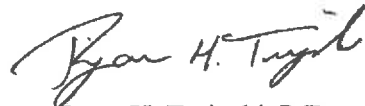
We look forward to continuing to be part of the team to help facilitate this project. Attached, and made part of this amendment, is a copy of our Standard Terms and Conditions, dated June 2006. If modifications or updates to our insurance certificates on record with the City are needed, please let us know.

If this proposal is acceptable, please sign in the location below, and return a copy for our files.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

  
 Jared G. Schmidt, P.E., Principal  
 Civil / Municipal Engineering Manager

  
 Ryan H. Trzinski, P.E.  
 Project Engineer

JGS/RHT/JME

ENC.

CITY OF MARINETTE, WISCONSIN

By: \_\_\_\_\_  
 Steve Genisot, Mayor  
 City of Marinette

Date: \_\_\_\_\_

Attest.

By: \_\_\_\_\_  
 Lana Bero, City Clerk  
 City of Marinette

Date: \_\_\_\_\_

ROBERT E. LEE & ASSOCIATES, INC.

By:  \_\_\_\_\_  
 Jared E. Schmidt, P.E.  
 Principal, Civil/Municipal Engineering Manager

Date: 01/09/2019

By:  \_\_\_\_\_  
 Ryan Trzinski, Project Engineer

Date: 01/09/2019

**ROBERT E. LEE & ASSOCIATES, INC.**

**STANDARD TERMS AND CONDITIONS**

**I. SCOPE**

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

**II. COMPENSATION**

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

- 1. Salaries paid employees for time spent working directly on the subject project.
- 2. Costs of employee fringe benefits attributable to the employee time spent working directly on subject project.
- 3. General and administrative overhead charges distributed on basis of employee time spent working directly on subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

- 1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
- 2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.

- 3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.
- 4. Living and traveling expenses of employees when away from home office on business connected with the project.
- 5. Subcontracted services.

**III. RESPONSIBILITY**

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

**IV. INSURANCE AND LIMITS OF LIABILITY**

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

**V. SUSPENSION OF WORK**

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

**VI. TERMINATION OF WORK**

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Robert E. Lee & Associates, Inc. shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

**VII. ASSIGNMENT**

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

**VIII. INTEGRATION**

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

**IX. JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

**X. DISPUTE RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006





CHANGE ORDER

Project: Menekaunee Harbor  
South Harbor Pavilion  
City of Marinette

Change Order No: 2  
Date: November 29, 2018

Owner: City of Marinette

Project No: 25-0136.40

To (Contractor): LaCourt Concrete Construction

Contract For: Base Bid

Contract Date: June 6, 2018

You are directed to make the following changes in the Contract Documents:

Revise the pavilion lighting control system to utilize a light sensing photo eye with on/off light control.

Attachments: Further item descriptions and costs.

CHANGE IN CONTRACT PRICE (SUM)	CHANGE IN CONTRACT TIME(S)
Original Contract Price (Sum) <u>\$127,994.39</u>	Original Contract Time(s) Substantial Completion: <u>November 1, 2018</u> Ready for final payment: <u>November 21, 2018</u> <small>days or dates</small>
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> <u>\$10,226.00</u>	Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> Substantial Completion: <u>0 Days</u> Ready for final payment: <u>0 Days</u> <small>days or dates</small>
Contract Price (Sum) prior to this Change Order <u>\$138,220.39</u>	Contract Time(s) prior to this Change Order Substantial Completion: <u>November 1, 2018</u> Ready for final payment: <u>November 21, 2018</u> <small>days or dates</small>
Net (increase) (decrease) of this Change Order <u>\$(931.50)</u>	Net (increase)-(decrease) of this Change Order Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u> <small>days or dates</small>
Contract Price (Sum) with all approved Change Orders <u>\$137,288.89</u>	Contract Time(s) with all approved Change Orders Substantial Completion: <u>November 1, 2018</u> Ready for final payment: <u>November 21, 2018</u> <small>days or dates</small>

RECOMMENDED:

APPROVED:

ACCEPTED:

Ayres Associates

Architect/Engineer

City of Marinette

Owner

LaCourt Concrete Construction.

Contractor

By: [Signature]  
(Authorized Signature and Title)

By: [Signature]  
(Authorized Signature and Title)

By: [Signature]  
(Authorized Signature and Title)

Date: 12-27-18

Date: 1-2-19

Date: 12-3-2018

Copy to:  Owner  Contractor  A/E Proj. Mgr.  A/E Field Rep.

# UNIT PRICE APPLICATION FOR PAYMENT



Project: Menekaunee South Harbor Pavilion Project No: 25-0136.40  
 Owner: City of Marinette Contract For: Base Bid  
 Contractor: LaCourt Concrete Construction Contract Date: June 6, 2018  
 Application No: 2 Final Period Beginning: October 5, 2018  
 Application Date: November 28, 2018 Period Ending: November 21, 2018

Change Order Summary		Dollars		Time	
		Additions	Deductions	Add/Deduct (Days)	Original Completion Date:
Total Change Orders Approved in Previous Months By Owner		\$10,226.00			November 1, 2018
Change Orders This Period					New Completion Date: November 1, 2018
Number	Approved (Date)				
2			(\$931.50)	0	
Net Change		\$9,294.50		0	

Original Contract Price (Sum) ..... \$127,994.39  
 Net Change by Change Orders ..... \$9,294.50  
 Net Change by Change in Final Quantities ..... \$499.84  
 Contract Price (Sum) to Date ..... \$137,788.73  
 Total Completed Amount to Date (Col. J on Continuation Sheet) ..... \$137,788.73  
 Material Suitably Stored Not Incorporated Into Work (Col. K on Continuation Sheet) ..... \$0.00  
 Total Completed and Stored to Date (Col. L on Continuation Sheet) ..... \$137,788.73  
 Less 0% Retainage ..... \$0.00  
 Amount Due Less Retainage ..... \$137,788.73  
 Less Previous Payments ..... \$133,489.97  
 Amount Due This Application ..... \$4,298.76

### CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title to 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 interest, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such lien, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

By: C. LaCourt Contractor Owner  
 (Authorized Signature and Title)  
 Date: 11-30-2018

Subscribed and sworn to before me this 30th  
 day of November 2018  
 Notary Public  
Marinette County, Wisconsin  
 My Commission expires 8/22/2020

### RECOMMENDED:

By: [Signature] Architect/Engineer  
 (Authorized Signature and Title)  
 Date: 12.27.18

### APPROVED:

By: B. A. Miller Owner  
 (Authorized Signature and Title)  
 Date: 1.2.19

Copy to:  Owner  Contractor  A/E Proj. Mgr.  A/E Field Rep.

Make Payment to: LaCourt Concrete Construction

# DEPARTMENT OF PUBLIC WORKS MONTHLY REPORT

PROJECT	TOTAL MAN HOURS SPENT ON PROJECTS	Comments
<b>MONTH: DECEMBER</b>		
PROJECT:		
Parks Department	142 HOURS	
City Hall	20 HOURS	
Equipment Maintenance	158 HOURS	
Garage Mtc.	162 HOURS	
Sign/Banner Work	46 HOURS	
Salting Streets	35 HOURS	
Snow Removal	9 HOURS	
Patching/Street Mtc/Barricades	47 HOURS	
Traffic Signals	13 HOURS	
Storm Sewer and Ditch Work	23 HOURS	
Holiday Decorations	4 HOURS	
Forestry Trimming/Removals/Stumping	250 HOURS	
Chipper (Forestry & Residents)	58 HOURS	
Dumpsite	83 HOURS	
Junk Pick Up	18 HOURS	
Yard Waste	53 HOURS	
Cemetery Work	133 HOURS	
Large Items Picked Up	7	
Cemetery Burials	2	
Call Outs	3	1.) Knockdown @ Ely/Ludington on 12/16/18 2.) Salt Streets on 12/24/18 3.) Salt Streets on 12/28/18