



CITY OF ANTIGO

PUBLIC WORKS COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, May 25, 2022

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Approval of the Minutes from the April 27, 2022 Meeting
2. Approval of Duernberger Painting's Bid for the 2022 City Hall Sealing Exterior Concrete Wall Surfaces
3. Approval of the Antigo City Hall Landscape Project Bid from Mike Jost of Revi-Design, LLC in the Amount of \$17,800
4. Engineering Contract for Parking Lot Design for the City Hall Parking Lot, the Alley between Clermont Street and Edison Street, the 800 Block of Fifth Avenue (Elk's Parking Lot), and the area on Superior Street Formerly the Stimac Building in the Amount of \$25,075
5. Establishment of Project Priorities for the Bipartisan Infrastructure Law Application Process through the Wisconsin Department of Transportation under the Surface Transportation Program (STP) Urban, STP Local, Transportation Alternative Program and Local Bridge Programs

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Cheryl Barta, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: May 19,2022

TOM BAUKNECHT



To: Mayor and City Council
From: Sarah Doucette, Assistant
Date: May 25, 2022
Re: Approval of Duernberger Painting's Bid for the 2022 City Hall Sealing Exterior Concrete Wall Surfaces

Bids were solicited for the 2022 Antigo City Hall Sealing Exterior Concrete Wall Surfaces project. One bid was received and opened on May 10, 2022 at City Hall Public Works Office with Tom Bauknecht, Roger Musolff, and Sarah Doucette present.

The bid was from Duernberger Painting and had a total cost of \$17,175 without pressure washing all the exterior building walls, and a total cost of \$19,065 if they were to pressure wash the exterior building walls.



The Antigo City Hall Sealing Exterior Concrete Wall Surfaces

The City of Antigo is accepting bids for the sealing of all Antigo City Hall exterior concrete building walls per scope of project (listed below). Please return this page in a sealed envelope labeled "The Antigo City Hall Sealing Exterior Concrete Wall Surfaces" to the Clerk-Treasurer's Office, 700 Edison Street, Antigo, WI 54409 by 10:00 a.m. on May 10th 2022.

Bidder Info:

Date: 5/5/2022
 Company: DUERNBERGER PAINTING
 Contact Name: RON DUERNBERGER, JR.
 Address: N2150 TROUT RD
 Phone: 715-216-0636
 E-Mail: TROUTMAN2150@GMAIL.COM

Scope of Project :

- (1) Pressure wash of all exterior building walls

Total for Item 1 = \$ 1890.00

- (2) Apply Caulk to any observed joint gaps/defects between blocks, trim, and window trim.

- (3) Mask non-work areas with film, where appropriate

- (4) Apply two coats of H&C Clarishield water based natural look clear sealer or equivalent, using sprayer with back roll method, per all manufacturer's requirements, including time interval recommendations.

Total for Items 2-4 = \$ 17,175⁰⁰

Bid Total = \$ 19,065.00



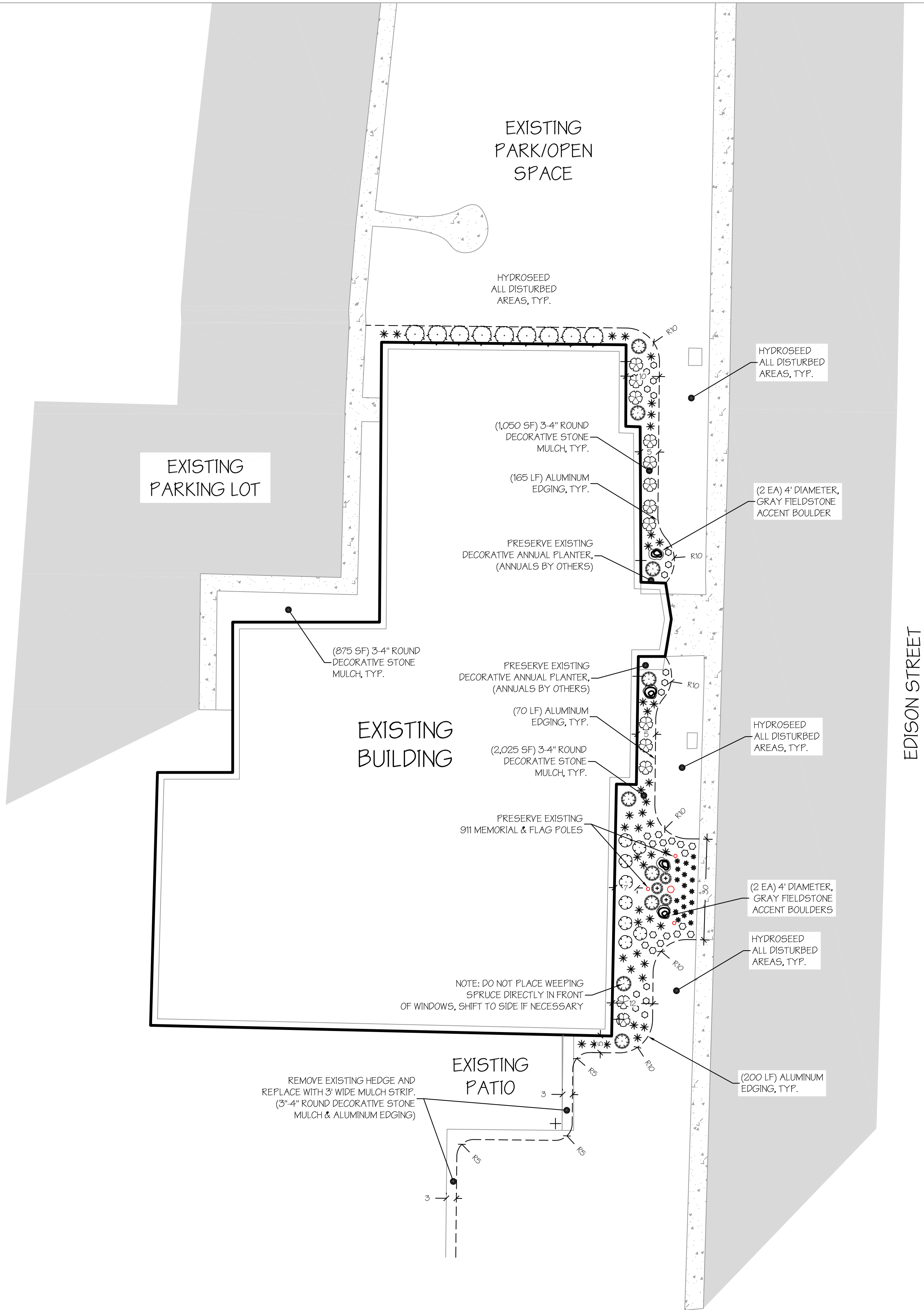
To: Mayor and City Council
From: Beth McCarthy, Civil Technician-Assistant Building Inspector
Date: May 25, 2022
Re: Approval of the Antigo City Hall Landscape Project Bid from Mike Jost of Revi-Design, LLC in the Amount of \$17,800

The Antigo City Hall Landscape Project bid opening was held on April 28, 2022. Following the review of the four bids submitted, I recommend the project be awarded to Mike Jost with Revi-Design. His overall bid price will allow the City to stay within the budgeted amount allotted for this project. Attached is a summary of the bid results for your review, along with the overall concept of the project.

Antigo City Hall Landscape Project 2022			
	Bidder Info	BID PRICE	Other Notes
	McDonald Services, LLC. Tim Keuken 1032 Bay Beach Rd Green Bay, WI 54302 920-593-1613 tim.keuken@cmmcdonald.com	\$ 43,652.57	
	RE-VI Design, LLC Dave Sether 1000 McDonald Street Wausau, WI 54403 715-551-9363 dave@revi-design.com	\$ 18,190.00	
	RE-VI Design, LLC Mike Jost 1000 McDonald Street Wausau, WI 54403 715-581-1323 dave@revi-design.com	\$ 17,800.00	
	Highway Landscapers, INC. Mike Barilani 1900 Bohm Drive Little Chute, WI 54140 920-759- 1701 highwaylandscapers@new.rr.com	\$ 53,172.00	



Know what's below.
Call before you dig.



LANDSCAPE PLAN



GENERAL NOTES:

- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR PLANTING IN ALL R.O.W. AND WITHIN 300 FT OF OHWM
- LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES WHICH MAY EFFECT WORK.
- LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHERS AT SITE AND COMPLETE WORK PER OWNERS CONSTRUCTION SCHEDULE.
- ALL EXISTING/OVERGROWN FOUNDATION PLANTINGS WITHIN NEW BEDS TO BE REMOVED BY LANDSCAPE CONTRACTOR.
- ALL PLANT MATERIALS SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION AND ACCEPTANCE BY OWNER, WITH ONE TIME REPLACEMENT AT APPROPRIATE TIME OR UPON REQUEST OF OWNER.
- REPLACEMENT TOPSOIL SHALL BE CLEAN, FREE OF STONES, WEEDS AND OTHER UNDESIRABLE DEBRIS.
- PLANTING SOIL MIX (INCIDENTAL COST ITEM)
 1. MIX 1 LB. 5-20-20 COMMERCIAL FERTILIZER PER CU. YD. TOPSOIL.
 2. THOROUGHLY MIX 1-PART SAND AND 1-PART PEAT MOSS WITH 5-PARTS FERTILIZER AND TOPSOIL.
- USE PLANTING SOIL AT ALL LOCATIONS PER DETAILS THIS SHEET.
- LANDSCAPE CONTRACTOR SHALL VERIFY TOPSOIL DEPTH AND NOTIFY OWNER OF ANY DEFICIENCY.
- WHERE EXISTING CONCRETE/ASPHALT AREAS ARE TO BE REPLACED WITH LANDSCAPING, PROVISIONS SHOULD BE TAKEN TO COORDINATE EXCAVATION OF SUBSOIL TO A DEPTH OF 18" WITH GRADING CONTRACTOR. REPLACE WITH COMPACTED TOPSOIL. ALL AREAS TO BE LANDSCAPED AND SODDED SHALL BE GRADED SMOOTH AND EVEN.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SEEDING OR SODDING ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
- LANDSCAPE CONTRACTOR TO INSTALL 'CURV-RITE' $\frac{1}{8}$ " X 4" ALUMINUM EDGING - BRONZE COLOR AROUND ALL PLANTING BEDS AS SHOWN ON THIS PLAN, UNLESS OTHERWISE SPECIFIED.
- LANDSCAPE CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER ALL LANDSCAPE INSTALLATION IS COMPLETE AND ACCEPTED BY OWNER. DAILY AS DEEMED NECESSARY BY THE CITY.
- GENERAL CONTRACTOR TO SWEEP PAVEMENT AREAS PRIOR TO TURN OVER TO OWNER.

PLANT SCHEDULE

EVERGREEN TREES	COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	QTY
	Weeping White Spruce	Picea glauca 'Pendula'	5' Ht.	B&B	9
DECIDUOUS SHRUBS	COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	QTY
	Dwarf Red Twig Dogwood	Cornus sericea 'Alleman's Compact'	3 gal.	Cont.	8
	Tiny Wine Ninebark	Physocarpus opulifolius 'SMPOTW' TM	3 gal.	Cont.	13
	Gro-Low Fragrant Sumac	Rhus aromatica 'Gro-Low'	3 gal.	Cont.	9
EVERGREEN SHRUBS	COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	QTY
	Mini Arcade Juniper	Juniperus sabina 'Mini Arcade'	3 gal.	Cont.	3
PERENNIALS	COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	QTY
	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	1 gal.	Cont.	41
	Magnus Purple Coneflower	Echinacea purpurea 'Magnus'	1 gal.	Cont.	16
	Fireball Bee Balm	Monarda didyma 'Fireball'	1 gal.	Cont.	16
	Tara Prairie Dropseed	Sporobolus heterolepis 'Tara'	1 gal.	Cont.	19

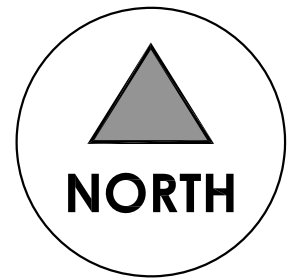


revi DESIGN, LLC.
outdoor designers
& artists

THIS DOCUMENT AND THE IDEAS/DESIGNS INCORPORATED HEREIN IS AN INSTRUMENT OF PROFESSIONAL SERVICE AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF reviDESIGN, LLC.

715 355 7384
www.revi-design.com

1000 mcdonald st.
wausau, wi 54403



ANTIGO
CITY HALL

CLIENT
City of Antigo
700 Edison St.
Antigo, WI

ISSUE
MARCH 2022

EDIT
MARCH 2022

PROJECT #
004-2022

SHEET TITLE
LANDSCAPE
PLAN

DRAWN BY
KS

CHECK BY
DS

LA

L1.0



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: May 25, 2022
Re: Engineering Contract for Parking Lot Design for the City Hall Parking Lot, the Alley between Clermont Street and Edison Street, the 800 Block of Fifth Avenue (Elk's Parking Lot), and the area on Superior Street Formerly the Stimac Building in the Amount of \$25,075

We are in need of reconstruction of the City Hall parking lot, the alley between Clermont and Edison in the 800 Block of 5th Ave in the Elks parking lot, and new construction of a parking lot where the old Stimac building was on Superior St. Ayres has given us a proposal to do engineering and bidding documents for those areas for a total for \$25,075. We are recommending Ayres for these projects with the funds coming from the Parking Lot CIP account.

May 6, 2022

Mark A. Desotell, P.E.
Director of Administrative Services
City of Antigo
700 Edison Street
Antigo, WI 54409

Re: 2022 Parking Lot and Alley Improvements Design

Dear Mr. Desotell:

Thank you for the opportunity to submit this proposal for the professional services relating to the design of the City Hall employee parking lot, alley design (north of 5th Avenue between Edison and Clairemont Streets) and City lot expansion at 524 Superior Street. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions for the project.

Project Description

We understand the City of Antigo has a desire to complete design for replacement of the City Hall employee parking lot and alley (north of 5th Avenue between Edison and Clairemont Streets). In addition, the City wants to expand an existing parking at 524 Superior Street where the existing building was raised and is currently gravel.

Scope of Services

Ayres Associates Inc proposes performing the following services:

City Hall West Parking Lot

1. Participate in one planning meeting with City staff.
2. Create a topographic surface suitable for the replacement of pavement, concrete features, electrical, and storm sewer at City Hall parking lot, and the setting of 2 horizontal control points and 2 benchmarks to aid in future construction.
3. Complete parking lot layout and design for the pavement and curb replacement. Some EBS is anticipated along south parking area near private property fence. In addition, drive west of fire station will be replaced with asphalt pavement to allow for better access and maintenance with the removal of the stone mulch along building. Storm sewer inlet will be relocated out of the north driveway on Dorr Street.
4. Plan will contain:
 - General Sheets
 - Erosion Control
 - Utility Plan (Storm, electric (completed by others, but added to plan)
 - Site Plan with landscaping (completed by others, but added to plan)
 - Site Grading Plan with top of curb grades and sidewalk grades
 - Pavement Marking Plan
 - Details
5. Prepare Technical Specification along with a bid schedule for the parking lot replacement.
6. Review Plans and specifications with Owner.
7. Prepare bidding documents

Alley

1. Participate in one planning meeting with City staff (In conjunction with City Hall West Parking Lot meeting)
2. Create a topographic surface suitable for the replacement of pavement, concrete features, and storm sewer modifications, and the setting of 2 horizontal control points and 2 benchmarks to aid in future construction.
3. Complete alley alignment and profile. Design for the reconstruction will include new pavement, curb and gutter, minor grade adjustments and coordination with City for potential building roof drain connections to storm sewer. Storm sewer replacement is not anticipated in the alley.
4. Plan will contain:
 - General Sheets
 - Erosion Control
 - Utility Plan (Storm, water, sanitary)
 - Site Plan
 - Site Grading Plan with top of curb grades and sidewalk grades
 - Pavement Marking Plan
 - Details
5. Prepare Technical Specification along with a bid schedule for the alley reconstruction.
6. Review Plans and specifications with Owner. (In conjunction with City Hall West Parking Lot meeting)
7. Prepare bidding documents. (Combined with City Hall West Parking Lot)

524 Superior Street Parking Lot

1. Participate in one planning meeting with City staff (In conjunction with City Hall West Parking Lot meeting)
2. Create a topographic surface suitable for the grading of new asphalt pavement, stamped concrete with 3 foot planters and replacement of curb along USH 45. Set 2 horizontal control points and 2 benchmarks to aid in future construction.
3. Complete parking lot layout and design for the pavement and curb replacement. Design for the construction will include new pavement, curb and gutter, minor grade adjustments and coordination with City for planters and stamped concrete. Storm sewer replacement is not anticipated to be modified.
4. Plan will contain:
 - General Sheets
 - Erosion Control
 - Site Grading Plan with top of curb grades and sidewalk grades
 - Pavement Marking Plan
 - Details
5. Prepare Technical Specification along with a bid schedule for the parking lot construction.
6. Review Plans and specifications with Owner. (In conjunction with City Hall West Parking Lot meeting)
7. Prepare bidding documents. (Combined with City Hall West Parking Lot)

Mr. Desotell
May 6, 2022
Page 3 of 4

Services Not Included

- Lighting Design.(by others, but incorporated into plan)
- Bidding Services.
- Permit Applications and Permit Fees. (anticipated land disturbance just shy of 1 acre. Increase in scope would require permit)
- Soil Borings
- Retaining Wall Design
- DNR Chapter 30 Permit
- City Board Meeting Attendance

Responsibilities of Owner

1. Examine estimates and plan documents presented by Consultant.
2. Provide Consultant with copies of existing studies, reports, plans, maps, and surveys relative to the design efforts.

Time Schedule

We will provide a design services for owner/engineer review within 45-days of receiving the authorization to proceed.

Fee

We will perform the above services for a Lump Sum amount as stated below.

City Hall West Parking Lot	\$10,975
Alley	\$ 8,150
<u>524 Superior Street Parking Lot</u>	<u>\$ 5,950</u>
Total	\$25,075

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

Mr. Desotell
May 6, 2022
Page 4 of 4

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until June 15, 2022 unless extended by us in writing.

Proposed by Consultant:

Accepted by Owner:

Ayres Associates Inc

Craig R. Schuh, PE
Manager – Engineering Services, Green Bay

Owner's Name

Signature

Name

Title

May 6, 2022

Date

Date

Attachments: Contract Terms and Conditions

Attachment: Ayres 2022 Parking Lot and Alley Improvements (5551 : Engineering Contract for Parking Lot Design)

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 25, 2022
Re: Establishment of Project Priorities for the Bipartisan Infrastructure Law Application Process through the Wisconsin Department of Transportation under the Surface Transportation Program (STP) Urban, STP Local, Transportation Alternative Program and Local Bridge Programs

The Wisconsin Department of Transportation established a deadline of June 3, 2022 for grant applications under the Federal Bipartisan Infrastructure Law (BIL) program. These grants will provide 80% Federal funding while requiring a 20% local match. We anticipate submitting project applications in the following categories:

- Surface Transportation Program Urban (STP - Urban)
- Surface Transportation Program Local (STP - Local)
- Transportation Alternatives Program (TAP Grant)
- Local Bridge Program

The projects along with our recommended priority ranking for each program are as follows:

- **STP - Urban Program**
 - **Priority #1 - 10th Avenue** (Western Avenue to east City limits)
 - Resurfacing with extensive curb & gutter replacement
 - **Priority #2 - Western Avenue** (5th Avenue to CTH Y)
 - Resurfacing with potential bike lanes (5th to 10th)
 - **Priority #3 - 4th Avenue/Field St** (5th Avenue to Clermont Street)
 - Resurfacing, curb & gutter, limited sidewalk & storm sewer)
 - **Priority #4 - 2nd Avenue** (Clermont to Langlade Road)
 - Resurfacing with extensive curb & gutter replacement
 - **Priority # 5 - Aurora Street** (5th to 7th)
 7th Avenue (Aurora to Field)
 7th Avenue (Hwy 45 to Clermont)
 - Resurfacing with significant curb & gutter replacement
 - **Priority #6 - Dorr Street** (9th Avenue to Springbrook Creek)

-
- Resurfacing with additional aggregate base
 - **STP Rural Program**
 - **Priority #1 - Edison Street** (6th to 9th)
 - Reconstruction of street, utilities, curb, driveways & sidewalk
 - Application for \$1,000,000 CDBG-PF also to be submitted in 2023
 - **Priority #2 - Hudson/Watson/Virginia Streets** (5th to 10th)
 - Resurfacing with complete curb & gutter/driveway replacements
 - Utilities along Hudson Street (5th to 6th) + limited storm sewer by City
 - **Priority #3 - Sunset Drive** (1st to 10th)
 - Resurfacing with significant curb & gutter replacement
 - **Priority #4 - Freiburger** (Hwy 45 to Mary)
 - Resurfacing with extensive curb & gutter replacement
 - **Local Bridge Program**
 - **Priority #1 - 2nd Avenue** (over Springbrook Creek)
 - Partial depth deck repair/waterproofing due to delamination
 - **TAP Grant Program (2022-2026)**
 - **Priority #1 - Dog Park to former RR grade & Charlotte/North to Mendlik**
 - Updated application (increased cost estimate due to inflation)

At this time, staff and I continue to prepare the various applications for submittal. However, as we proceed we may find that certain projects may not qualify, may need work beyond the scope of the grant criteria or quite simply may be impacted adversely from a cost standpoint due to the higher costs associated with the inflation. The final applications will be submitted with these factors in mind. The grants allow for 80% funding of design, construction and project administration. We anticipate the submittal of no more than 10 million dollars in overall project costs requiring 2 million in local matching funds. If we were somehow successful enough to have each of our project applications approved then bonding would be required to assure our matching requirements.

The BIL applications will coincide with Federal Fiscal Years (FFY) 2023-2026 timeframe providing the necessary lead-time to secure local matching funds, initiate designs and schedule construction accordingly. Competition for the grant funds on a statewide basis will be robust so we are recommending the submittal of individualized projects rather than an all or nothing style approach.

It is important to understand that each grant category has specific criteria and that not every roadway will meet these measures. Selected projects typically avoided the need to include underground utility restoration (aside from Edison Street and the northernmost block of Hudson Street) as these expenditures are ineligible. Please feel free to reach out to me with

any of your questions.