

**NOTICE OF MEETING
VILLAGE OF FOX POINT
SPECIAL VILLAGE BOARD MEETING**

PADWAY HALL – POLICE DEPARTMENT
7300 N Santa Monica Blvd, Fox Point WI 53217

Monday, March 30, 2015 - 7:00 p.m.

AGENDA

1. Roll Call

2. Sewer Lateral Riser Pipe at 229 W Bergen Drive

The Board will discuss and may act to approve a contract with Rawson Contracting, LLC, in the amount of \$13,750 for the replacement of the sewer lateral riser pipe at 229 W Bergen Drive with the cost to be paid by the property owner with the assistance of a MMSD grant program.

Documents: [LATERAL REHABILITATION - 229 W BERGEN.PDF](#)

3. Closed Session

It is anticipated the Village Board will convene into closed session for the following reasons:

- 3.a. **Pursuant to State Statutes 19.85(1)(c), to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically to review applicants for the Village Manager search. Participating in this portion of the closed session will be the Interim Village Manager, Village Attorney, Village Clerk/Treasurer, Village Board, and Stephen Hintz, Public Administration Associates, LLC.**

4. Reconvene

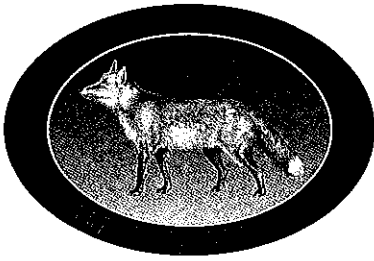
The Board will reconvene into Open Session.

5. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING:

April 14, 2015, 7:00 P.M.

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request these services, contact the Village Clerk at 414-351-8900. 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.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *Scott Brandmeier*
Through: Tom Tollaksen, Interim Village Manager *Tom*
CC: Mike Krueger, Public Works Foreman
Date: March 26, 2015
Re: Recommendation for Acceptance of Bid for the Lateral Rehabilitation Project at 229 West Bergen Drive

The purpose of this memorandum is to request approval to replace a portion of the riser pipe located at 229 West Bergen Drive. The project is proposed to be performed under the existing private property lateral rehabilitation project whereby the property owner would be billed for a portion of the cost of the repair while the Milwaukee Metropolitan Sewerage District would cover up to \$5,000 of the cost under current Village policy.

During the Department of Public Works annual sanitary sewer cleaning in early February, DPW crews discovered a large amount of material (stone, mud and approximately 80 feet of a plumber's cutter and jetting hose) in the sanitary sewer at the intersection of Bergen Drive and Bergen Court. In order to determine the source of the material, DPW staff and our consultant, Kapur & Associates, decided to take the following approach: (1) televise the sanitary sewer main line and (2) if the main line was in good condition, televise the laterals along this stretch of road.

On or about March 5, 2015, the sanitary sewer main was televised and it was determined that the sanitary sewer main was in good condition. As a result, we started to schedule a time for our contractor, Musson Brothers Inc., to televise the sanitary sewer laterals to evaluate their condition. This was scheduled to occur the week of March 16, 2015. On March 15, 2015, DPW staff received a report of basement backups in three homes on Bergen Drive (330, 331 and 360 West Bergen Drive). DPW crews responded to the location and cleaned the sanitary sewer of the material that had accumulated in the sanitary sewer main.

On March 16, 2015, Whitefish Bay's DPW lent assistance to our efforts and supplied the Village with their vacuum truck to remove the materials from the downstream manholes and their televising truck so that we could again televise the sanitary sewer main. While televising the main, we discovered debris (stones and mud) falling from the riser pipe and lateral located at 229 West Bergen Drive.

Understanding that this appears to be the source of the basement backups and that significant property damage occurred as a result of the previous blockage, Kapur & Associates, on our behalf, solicited quotes from four contractors to perform the repair at this location – Rawson Contractors, Musson Brothers, Globe Contractors and Reesman's. Reesman's is unable to perform the work due to the timing of the project; however, the following quotes were received:

- Rawson Contractors - \$13,750
- Musson Brothers - \$19,750
- Globe Contractors – open ended contract for time and materials

This project is being performed in conjunction with funding from the Milwaukee Metropolitan Sewerage District and is being conducted in accordance with the resolutions that have been adopted by the Village Board related to the funding of the project. More specifically, MMSD has allocated funding to each municipality within its District and the municipality is eligible to provide those funds to residents in order to rehabilitate sewer laterals in an effort to alleviate and/or eliminate clear water from entering the sanitary sewer system. The Village policy is that each property owner is eligible to receive reimbursement of 50% of the cost of the rehabilitation up to a maximum of \$5,000.

I have spoken with the respective property owner and he has signed the paperwork to permit the project to proceed under the MMSD program. As this project is eligible for funding from MMSD and the property owner has agreed to reimburse the Village for costs incurred in performing the work, it is my recommendation that the Village Board accept the quote of Rawson Contracting, LLC in the amount of \$13,750 and authorize the Village Manager to sign the contract on behalf of the Village.

AGREEMENT

THIS AGREEMENT is by and between the Village of Fox Point (hereinafter called OWNER) and Rawson Contracting, LLC. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. -WORK

1.01 CONTRACTOR shall complete all Work generally described as follows:

- **Sanitary sewer lateral spot repair – replacement of 6-inch broken lateral riser for the residential property at 229 W. Bergen Drive. Contractor shall excavate to below the bends in the lateral and replace the bends connecting the riser pipe and lateral and shall also replace any portion of lateral pipe within the excavated area.**
- **All connections between existing VCP and new PVC pipes shall be Fernco flexible couplings or equal. Such couplings shall be appropriately sized for the transitional materials and size of pipe. Connections shall be water tight.**
- **Trench backfill under asphalt pavement at W. Bergen Drive shall be granular material or slurry up to 3" below existing asphalt surface. The Village DPW will perform a temporary asphalt patch.**

ARTICLE 2. -THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sanitary Sewer Spot Repair – Broken riser replacement for the residential property at 229 W. Bergen Drive in the Village of Fox Point, Wisconsin.

ARTICLE 3. - CONTRACT TIMES

3.01 *Completion of Work and Final Payment*

A. The Work is scheduled to be performed the week of March 30, 2015, and will be substantially complete by April 10, 2015.

ARTICLE 4. - CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the quotes provided by Contractor **the Lump Sum Price of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750) for the work as defined herein.**

ARTICLE 5. - PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit an Application for Payment at the completion of the Work. Applications for Payment will be processed by OWNER.
- B. Retainage shall be \$500.

5.02 Final Payment

- A. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER .

ARTICLE 6. - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- B. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- D. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work.
- E. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7. – MISCELLANEOUS PROVISIONS

7.01 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations), and 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 the Contract Documents.

7.02 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract documents.

7.03 Indemnification and Insurance:

A. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the CONTRACTOR shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the OWNER, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The CONTRACTOR shall also name as additional insureds on its general liability insurance the OWNER, its officers, agents, employees and any independent contractors hired by the OWNER to perform services as to the Work and give the OWNER evidence of the same upon request by the OWNER. This indemnification does not constitute a waiver of any of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability.

B. The following insurance requirements apply to this agreement, unless greater insurance protection is required by the Contract Documents, in which case the terms most favorable to OWNER are required. At all times during the term of this agreement, CONTRACTOR shall keep in force and effect a Commercial and General Liability Insurance as outlined below by a company authorized to do business in the State of Wisconsin and A.M. Best "A" rated or better and Class VII size or larger. Such insurance shall be primary. Prior to commencement of the Work, the Company shall furnish OWNER with a Certificate of Insurance. The Certificate of Insurance shall be submitted to the Village Attorney for approval as to the form, and shall be subject to the approval of the Village Attorney. The OWNER will be given 30 days advance notice by the insurance company of cancellation or non-renewal of the insurance during the term of this agreement. OWNER, its boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insured") shall be named as additional insureds under all the policies, which shall be so stated on the Certificate of Insurance. The Commercial General Liability Policy shall be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage

and coverage from property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.

7.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed 3 copies of this Agreement. Counterparts of each have been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed as needed by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on date of OWNER's signature (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

Village of Fox Point

Rawson Contracting, LLC

By: Tom Tollaksen

By: Andy Servi

Title: Interim Village Manager

Title: Owner

Date: _____

Date: _____

[CORPORATE SEAL]