



CITY OF WAUWATOSA  
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**BOARD OF PUBLIC WORKS**

Regular Meeting – Monday, April 6, 2009 – 8:30 a.m.

PRESENT: Mr. Braier, Finance Dir.; Ms. Ledesma, City Clerk; Ms. Welch, Community Dev. Dir.; Mr. Wheaton, Chief Bldg. Official -4

EXCUSED: Mr. Kesner

ALSO PRESENT: W. Kappel, Dir. of Public Works; W. Wehrley, City Eng.; J. Kroll, Spec. Proj. Eng.; J. Wojcehowicz, Water Supt.; K. Hurst, Traffic & Maint. Supv.; B. Aldana, Asst. City Atty.; J. Archambo, City Admin.; Alds. Birschel, Krol

Ms. Welch in the Chair called the meeting to order at 8:32 a.m.

The Chair requested any additions or corrections to the minutes of the previous meeting.

Moved by Mr. Wheaton, seconded by Ms. Ledesma to accept the minutes as printed. Ayes: 4

**Lease Agreement for The Popcorn Wagon.** Jaime Kristof, 1754 N. 73rd Street, said that The Popcorn Wagon's lease for use of City right-of-way on the Village pedestrian bridge has not been updated since 2006. She requested consideration of a change in the current monthly lease rate to make it more in line with the lower rate approved for the new Café Hollander, which will use a portion of the bridge for outdoor dining. The Popcorn Wagon uses approximately 130 square feet at a rate of \$0.96 per square foot. They typically operate from May through mid-to-late September.

Ms. Welch reported that the lease rate applied to Café Hollander is \$0.3255 per square foot with a 2% annual increase. The intent stated at that time was that other leases should be equitable.

Moved by Mr. Wheaton, seconded by Ms. Ledesma to refer this matter to the City Attorney and/or Director of Public Works for review and action. Ayes: 4

**Appeal of Snow/Ice Removal Charge – 6706 W. North Avenue.** Karen Figures, KFC Restaurants, 7840 W. Hicks Street, Milwaukee, requested review of a \$395 charge for snow/ice removal at 6706 W. North Avenue on January 15, 2009. Ms. Figures explained that she took over management of this area fairly recently and was not aware of the specific time within which snow must be removed, which Mr. Kappel said is noon following cessation of the storm.

Mr. Kappel referred to photos taken prior to snow removal on January 15, 2009, and the record of previous violations in 2008, 2007, and 2006. He reported that notices are sent out each October informing affected property owners of the City's snow removal policy. In this case, the notice was sent to the property owner in Orlando, Florida, who is not the business operator. Ms. Figures indicated that she was unaware of the policy because nothing was received at the local KFC office in Milwaukee.

Mr. Wheaton acknowledged the lack of communication between the property owner and the business but noted that this is a main thoroughfare and there have been previous problems here.

Moved by Mr. Wheaton, seconded by Ms. Ledesma to uphold the snow/ice removal charge of \$395 –

Ms. Figures said that she was aware of last year's violation and had carefully monitored the situation this year. The parking lot was plowed, but the operator also does other sites and did not get back to do the sidewalks before the City took action.

In view of the fact that the property owner but not the business occupying the property was notified, Mr. Braier suggested a reduction in the charge. The business would now be aware of future expectations.

The mover and second accepted a motion by Mr. Braier to reduce the \$395 charge by half. Ayes: 4

**Encroachment – 7817 Jackson Park Boulevard.** The Board reviewed an application by Philip Kroner and Jean Baker to encroach into City right-of-way at 7817 Jackson Park Boulevard. Philip Kroner, 7817 Jackson Park Boulevard, said that when the City built a retaining wall at the western edge of the civic center site, a remnant strip of land adjacent to his property was planted with grass and some other plantings. The strip also contains a drainage grate. He has been maintaining the strip and would now like to extend the side of his driveway into that area with concrete or concrete pavers to provide parking for an additional car. He plans to match the existing grade for drainage purposes and would be excavating to a depth of 6-8 inches for the base. It would extend to 1-2 feet from the edge of the retaining wall.

Mr. Wehrley, felt that the planned excavation depth would not have a material structural impact on the wall but said he would want to review the plans if the excavation were to be deeper. He cautioned that future access to the drainage grate could damage the pavers or concrete, which will be covered in the standard encroachment agreement. He would also like to ensure that grades are not materially lowered.

Moved by Ms. Ledesma, seconded by Mr. Wheaton to recommend to Council approval of the requested encroachment subject to execution of a standard encroachment agreement and with the understanding that City review would be required for any excavation greater than 6-8 inches and that the City would inspect grades before final work is performed. Ayes: 4

**Encroachment – 7700 Harwood Avenue.** The Board reviewed an application by Mark Rowbottom, Rowbottom Properties, 7700 Harwood Avenue, to encroach into City right-of-way adjacent to the Harwood pedestrian bridge with a fence and gate. Mr. Rowbottom described a 2 ft. 9 in. wide area of city property that is adjacent to a retaining wall and railing on the east and a small concrete area abutting his building on the west. He would like to erect a fence and gate on the north end of the area, matching the existing railing, so that the space would be accessible only to occupants of his building. There is a bus stop at the curb, but there is no need for public access to this area.

Mr. Kappel raised the question of a lease agreement, similar to that required of The Popcorn Wagon and Café Hollander in this same area. Mr. Braier felt that this is not entirely similar in that Mr. Rowbottom is not proposing to conduct any business within the right-of-way. Ms. Ledesma and Mr. Wheaton concurred with that distinction.

Moved by Mr. Braier, seconded by Ms. Ledesma to recommend to

Council approval of the requested encroachment subject to execution of a standard encroachment agreement and with the understanding that the space is not to be used for commerce. Ayes: 4

**Preventative Maintenance Contract for Boilers and HVAC Systems.** Held from previous meetings, the Board reviewed a memo from the Special Projects Engineer and the Purchasing Manager regarding proposals for boiler and HVAC preventative maintenance services. They recommended entering into a three-year agreement with Johnson Controls, Inc. for boiler and HVAC service work inasmuch as their qualifications and pricing present the best value to the City. Their total proposed cost for 2009 boiler work is \$5,977.67, and the total 2009 cost for HVAC work is \$4,166.00. They also recommended that the qualifications and service rates of the three remaining contractors be retained on file for three years and they be considered pre-qualified to perform repair work on an as-needed basis when the estimated cost is less than \$8,000.

Ald. Krol said that he has worked in the HVAC industry for 37 years and is chair of the City's energy committee. In his review of the specifications and bids, he found that the bid amounts of three of the contractors were fairly consistent but Johnson Control's bids were significantly lower. Calculating the amount of time to be spent on each task based on the quoted rates, however, indicates that the low bidder seems to allow significantly less labor time than the others—1-1/2 to 2 days of labor for the public works facility, for example, as opposed to a week. Looking at the quantity of work required, it seems that the low bidder would have a difficult time getting to all the equipment in that short period. Since the low bidder has a \$40 trip charge and a significantly higher markup for materials and overhead, the City may end up paying more on the repair and emergency side if preventative maintenance is not done in a consistent manner. Ald. Krol felt it would be more cost effective to consider the second and third lowest bidders.

Dave Bishop, 661 N. 76th Street, general manager for Johnson Controls in Southeast Wisconsin, said they have been in business since 1885 and have an outstanding record with public sector clients throughout Wisconsin. He was confident that the submitted bid would fulfill the obligations of the specifications. He added that as a performance contract, they submitted a price for a specific amount of work. Had they been asked to bid on the basis of time required, they would have responded accordingly.

Mr. Kroll noted that fire station #1 was included in the specifications because the timeline for a new building was uncertain when proposals were sought. Mr. Wheaton supported dropping fire station #1 rather than incurring preventative maintenance costs at this point.

Ald. Krol recommended requiring service tags on each piece of equipment to track service. Mr. Kroll verified that providers are required to maintain a service record on all equipment, a copy of which is provided by invoice.

Mr. Wheaton explained that, with the exception of boiler work, City staff does preventative maintenance for the municipal complex and police station. For the other buildings, it is a performance contract requiring specified work rather than a time contract. Individual building managers verify that work has been performed as required and they make decisions for other work as needed based on price, convenience, and availability. It is not necessarily the preventative maintenance contractor who is called upon to do any additional work.

Mr. Kroll explained that this service is bid out as a three-year agreement with a purchase order issued for one year at a time. Johnson Controls proposes a 3% increase next year, but the agreement will be re-evaluated before a second purchase order is issued. The work is very clearly spelled out, and any additional work that might be needed is handled as a separate work order by the facility manager using any

of the qualified contractors as deemed appropriate. Ald. Krol commented that, based on trip charges and overhead markup on materials, it would be in the City's best interest to have someone other than the preventative maintenance contractor do additional work.

Mr. Wheaton said that the low bidders have always performed in accordance with the specifications and he is comfortable with the contract we put out for bids. He reiterated that each department manager is responsible for being diligent in following the specifications. Typically, as a matter of checks and balances, the preventative maintenance contractor has not been used for repairs.

Moved by Mr. Wheaton, seconded by Ms. Ledesma to recommend to Council approval of a three-year agreement for boiler and HVAC preventative maintenance with Johnson Controls, Inc., with the exclusion of maintenance for fire station #1, the municipal complex, and the police station; further recommending that the remaining three bidders be considered pre-qualified to perform repair work estimated at less than \$8,000 on an as-needed basis based on price, convenience, and availability. Ayes: 4

**Surplus Equipment/Vehicles.** Mr. Hurst, Traffic & Maintenance Superintendent, reported on equipment and vehicles to be declared surplus for disposal in a manner most advantageous to the City. Equipment being replaced by new equipment: R-19, a 1996 MT5 Trackless; R-20, a 1996 MT5 Trackless; P-145, a 2005 Ford Crown Victoria police interceptor; F-131, a 1998 Dodge Caravan minivan; and F-703, a 1984 Toro lawn tractor. Other equipment that is no longer needed is: W-39, a 1983 Ingersoll Rand compressor, U-32, a 1995 Monroe v-box salter, and U-33, 1 1995 Monroe v-box salter.

Moved by Mr. Braier, seconded by Mr. Wheaton to declare the listed equipment surplus for disposal in a manner most advantageous to the City. Ayes: 4

**Contract 09-18 Aggregate Sealcoating – Award of Bid.** Mr. Wehrley reported that the low bid of \$191,900.01 by Fahrner Asphalt Sealers, Inc., exceeded the budgeted amount of \$186,000 by \$5,900.01, or 3.075%. He recommended approval of a change order reducing the quantities of work and awarding the contract to the low bidder for an adjusted bid price not to exceed \$186,000.

Moved by Mr. Wheaton, seconded by Ms. Ledesma to recommend to Council award to the low bidder, Fahrner Asphalt Sealers, Inc., for an adjusted bid price not to exceed \$186,000. Ayes: 4

**Emergency Purchase – Repair of Sanitary Sewer Lateral.** The Board reviewed a request for approval of an emergency purchase of time, labor, and materials in the amount of \$5,290.93 to repair a sanitary sewer lateral at 250 N. 113th Street on March 11, 2009. Mr. Wojcehowicz reported that the damage was discovered by a plumbing contractor and was identified as having occurred in the process of an earlier water utility repair of a broken water main. The plumbing contractor was authorized to proceed with repair of the sewer lateral.

Moved by Ms. Ledesma, seconded by Mr. Wheaton to recommend to Council approval of the emergency purchase. Ayes: 4

**Appeal of Snow/Ice Removal Charge – 2276-78 N. 63rd Street.** Laiho Leong-Ho, 180 N. Calhoun Road, Brookfield, who wished to appeal a \$405 charge for snow/ice removal on January 16, 2009, was not present.

Moved by Ms. Ledesma, seconded by Mr. Wheaton to hold this matter to the next meeting. Ayes: 4

**Contract 09-76 Hart Park Athletic Field Improvements – Award of Bid.** The Board reviewed a memo from the Director of Public Works recommending award of Contract 09-76 to Triad Construction, Inc., at their bid price of \$4,202,905.00, this being the lowest of three bids. The engineer's estimate was \$4,508,682.50, and the available budget is \$4,215,047.00.

Mr. Wehrley reported that of the three bids received last Thursday, the low bidder, Triad Construction, omitted filling in many individual amounts on the bid tabulation but did provide a total. Triad also omitted subcontractors' names. Graef-USA, Inc., the City's consultant who designed this project, recommends award to the second low bidder based upon those omissions and the fact that the low bidder has not previously constructed an athletic field complex but the second low bidder has. The low bid is under budget, but the second low bid is about \$120,000 higher, exceeding the available budget.

In response to Board discussion, Mr. Wehrley said that Triad is a general contractor primarily involved with buildings. He is not aware of Triad having worked in Wauwatosa before. Much of the work under this contract—such as bleacher, track, artificial turf, and lighting installation—would be performed by separate subcontractors, who are specified in the bid documents. There are other subcontractors for grading and mechanical work. Triad also indicated they would not be doing asphalt paving, electrical, storm sewer, and other underground utility work themselves. The contractor to whom this bid is awarded would essentially operate as a general contractor.

Asst. City Atty. Aldana said that this Board and the Common Council must weigh all the facts and determine how that affects the overall picture in terms of the City's best interest. They have the discretion to not award to the low bidder if the conclusion is that is not in the City's best interest, or they have discretion to conclude that any omissions were not so material to the bid that it was not possible to make a determination on behalf of the City.

Mr. Wehrley reported that he did receive the missing information from Triad on Friday afternoon. Although they did not list their paving subcontractor, they verbally indicated it would be one of two contractors. In a letter included with their bid, Triad indicated that they were not sure where some of the items should be placed in their bid submittal. For example, they indicated verbally that there is an item for concrete paving but not an item for concrete steps, so they didn't know where to place that cost. They also didn't know where to place costs for portable restrooms and a construction trailer, but all costs were incorporated as part of the overall bid amount. They said that they more commonly bid on "lump sum" projects. Mr. Wehrley indicated that line item breakdowns come into play if quantities need to be adjusted and would not affect the total bid price.

City Administrator Archanbo recommended proceeding with the low bid. Noting concerns about experience, he said that they are primarily being asked to coordinate the project as the general contractor, which they have done on other projects with acceptable performance per their references. The fact that most of the project will be done directly by the vendors for each element mitigates risk in terms of specific experience.

Moved by Mr. Wheaton, seconded by Ms. Ledesma to recommend

to Council award of Contract 09-76 to the low bidder, Triad Construction, Inc., in the amount of \$4,202,905.00. Ayes: 4

**Contract Updates.** Mr. Wehrley reported that utility work is resuming on State Street this week. Also, contractors are now proceeding with some cleanup work for completion of last year's contracts.

Board Resolution

<u>Contractor</u>	<u>Payment No.</u>	<u>Contract No.</u>	<u>Amount</u>
C.W. Purpero, Inc..	5	08-02 State Street Repaving	\$ 93,886.45

Moved by Ms. Ledesma, seconded by Mr. Wheaton to approve the foregoing. Ayes: 4

The meeting adjourned at 9:41 a.m..

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Secretary to the Board