

SPECIAL BOARD OF PUBLIC WORKS MEETING AGENDA
Monday, April 18, 2011 – 6:45 p.m.
Council Chambers, 1516 Church Street

[A quorum of the City Council may attend this meeting]

1. Consideration and possible action to award the LED Street Lighting Project #17-11 to Van Ert Electric Company, Inc. in the amount of \$22,416.00 (attachment)
2. Consideration and possible action to purchase an aircraft tow vehicle from Lektro in the amount of \$32,430.00 (attachment)
3. Consideration and possible action for a traffic counting agreement with AECOM for the Business 51 Corridor (attachment)
4. Adjournment.

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TOD #346-1556, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481

Copies of ordinances, resolutions, reports, and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 A.M. to 4:00 P.M.

**BID TAB
 CITY OF STEVENS POINT
 2011 LED STREET LIGHTING PROJECT #17-11
 SEALED BIDS OPENED 11:00 A.M., APRIL 11, 2011**

BASE BID ITEMS				VAN ERT ELECTRIC CO, INC. WAUSAU, WI		BUSHMAN ELECTRIC, INC. STEVENS POINT, WI	
ITEM NO.	EST. QUAN.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SPV.0060.01	8	EACH	LED Light Fixture for 14' Pole	\$ 934.00	\$ 7,472.00	\$ 1,193.75	\$ 9,550.00
SPV.0060.02	16	EACH	LED Light Fixture for 16' Pole	\$ 934.00	\$ 14,944.00	\$ 1,193.75	\$ 19,100.00
			TOTAL BASE BID ITEMS:		\$ 22,416.00		\$ 28,650.00

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594



**Department of
Public Works**
Engineering
Phone: 715-346-1561
Fax: 715-346-1650

TO: Board of Public Works and Common Council
FROM: Jason Draheim, Airport Manager
DATE: 04/12/11

RE: Approval for purchase of Aircraft Tow Vehicle

Background

Currently, the airport staff utilizes an aging John Deere 755 model utility tractor in their aircraft towing operations. This piece of equipment has proven to be inadequate regarding towing procedures (fit to aircraft), reliability, function, and safety. It is imperative that the staff have a capable piece of equipment on hand to properly move aircraft about the airfield so as not to impede on effective airfield operations.

Analysis

A proper replacement to the aging tractor is limited to a single model "Lektro AP8600". This model's capabilities are matched proportionately to the size-range of aircraft serviced at Stevens Point Municipal Airport. This style of tow vehicle is unique in that it eliminates the use of a separate tow-bar, thus minimizing strain on aircraft landing gear and aiding in accurate aircraft placement in tight quarters (hangar ops). In addition to being the proper candidate for replacement regarding function and safety, the Lektro AP8600 is an electric powered vehicle. This energy efficient method of aircraft movement is in keeping with the commitment that The City of Stevens Point has made in maintaining its status as a leading Ecomunicipality.

See Attachment 1: Current quote for the recommended vehicle "Lektro AP8600".

Recommendation

It is my recommendation that the purchase of the Lektro AP8600 be approved so as the airport staff may continue execution of aircraft movements in a safe, reliable manner.

Sincerely,

Stevens Point Municipal Airport

Jason Draheim

Jason Draheim
Airport Manager

LEKTRO

1190 S.E. Flightline Drive
 Warrenton, Oregon 97146-9692
800-535-8767
 (503) 861-2288 FAX (503) 861-2283

Quotation

To:

Steven's Point Municipal Airport
4501 Hwy 66, Suite 3
Stevens Point, WI 54481
Attn: Jason Draheim
Tel: 715 345 8989
Fax: 715 345 8991
Email: jdraheim@stevenspoint.com

Date: April 12, 2011	Sales Person: Todd Milliren
Inquiry Date: February 16, 2010	Ship Via: Common Carrier
Ship Date: 4 - 6 Weeks ARO	E.X.W.: Warrenton, OR
Terms: 50% Deposit with Order, Balance Due Prior to Shipping	
Shipping Charges: Prepaid+add	Insurance: Prepaid+add

ALL QUOTATIONS AND SALES ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF.

QTY	DESCRIPTION	UNIT PRICE	TOTAL AMT.
1	New 2011 Lektro Model AP8600A Aircraft Tug, 30,000 lb./13,608kg. Capacity		\$31,550.00
	GE EV-100LX SCR Electronic Speed Control with Reverse Direction Braking		STD
	6.8 HP Drive Motor		STD
	Dana 44 Limited Slip Differential, 3.07 Ratio		658.00
	Key Lock Switch		STD
	Hour Meter		STD
	Electronic Battery Monitor		STD
	Dual Forward Spot Lights and Aft Headlight		STD
	Four Flashing Amber Running Lights		STD
	36 VDC, 350 Amp Hour, 800 Cold Crank Motive/GPU Battery, Including		
	12/24/28 Volt GPU Capability		STD
	15' Extension Cord with AN Connector and 12v Clamp		STD
	36 VDC, 36 Amp Hour, 110 VAC, 60 Hz, 1-Ph, Fully Automatic Charger		STD
	Patented Electric /Hydraulic Universal Nose Gear Cradle with Front & Rear Gates		STD
	Dual Passenger Operator's Platform with Side Restraints		STD
	Foot Applied Hydraulic Pinion Disc Brake		STD
	Foot Applied Electric "Deadman" Parking Brake		STD
	Dual Pneumatic Traction Drive Tires (4.80/4.00x8 8-Ply)		STD
	Dual Pneumatic Highway Steer Tires (4.80/4.00x8 6-Ply)		STD
	Drive Wheel Tire Chains		267.00
	Heavy-Duty Two-Speed Winch with Nylon Belt		STD
	DBL 1"x 29" /2"x 29" Nylon Strut Straps with Protective Sleeve		STD
	Lear/Citation/Beechjet Hold Down Bracket		STD
	Chine Protectors		STD
	Aircraft Strut Hold Back Bar		STD
	Wheel Faring Tire Guide		STD
	Four-Step Extension Ladder		STD
	Side Mount Accessory Holders		STD
	High Gloss Enamel Red Paint with Polyurethane Protective Coating		STD
	Parts/Service/Operation Manual with Exploded View		STD
	One Year Gold Seal Warranty		STD
	Cantering NLG Adapter & Receiver		1,627.00
	Adapter Caps (Cirrus/Corvalis/Diamond/Grummond)		237.00
	Sub Total		\$34,339.00
	Less: Special Discount		(3,434.00)
	Sub Total		\$30,905.00
	Estimated Freight to Steven's Point, WI		1,525.00
	Total		\$32,430.00

We are pleased to submit this quotation for your consideration. Our quote is valid until:
 Should you place an order, be assured it will receive our prompt attention.

February 28, 2011

By Todd Milliren Accepted _____ Date _____

Personally Guaranteed by: _____ Date _____

Print Name: _____ Address: _____



CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

This Agreement between AECOM Technical Services, Inc. ("ATS") with offices at 200 Indiana Avenue, Stevens Point, Wisconsin, 54481 and City of Stevens Point, Wisconsin ("CLIENT"), with offices at 1515 Strongs Avenue Stevens Point, Wisconsin 54481.

- 1. ATS agrees to perform the services described in Appendix A ("SERVICES").
- 2. CLIENT authorizes ATS to perform these SERVICES for the following project and location: Business 51 (South City Limits to IH 39), Traffic Counting, Stevens Point, Wisconsin
- 3. ATS is willing to perform the SERVICES in exchange for the following fee:
CLIENT will pay for **Time and Material** estimated in the amount \$18,400.
- 4. **Billing:** ATS will submit invoices to CLIENT monthly. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent per month not to exceed the maximum rate allowed by law for any payment received by ATS more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, ATS may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.
- 5. Special Provisions: X NONE ATTACHMENT

CLIENT confirms reading this document in full (including the terms 6 through 18 on the following page). This Agreement when executed by ATS is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT

ATS

By: _____
Andrew Halverson

By: 
Jeffery D. Hanson, P.E.

Title: Mayor

Title: Vice President

Date: _____

Date: 4/11/11



6. **Standard of Care:** ATS will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.
7. **Indemnity/Limitation of Liability:** Subject to any limitations stated in this Agreement, ATS will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of ATS or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. ATS will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for special, indirect, incidental, consequential or punitive damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against ATS and not against its officers, employees, directors, or shareholders. *The CLIENT agrees to limit ATS's liability due to breach of contract, warranty or negligent acts, errors or omissions of ATS to \$50,000 or the fee paid to ATS under this Agreement, whichever is greater.*
8. **Insurance:** During the period that Services are performed under this Agreement, ATS will maintain the following insurance: (1) Workers' Compensation coverage in accordance with the laws of the place having jurisdiction over its employees engaged in the Services and Employer's Liability Insurance (limit of \$500,000 each occurrence); (2) Commercial General Liability Policy with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate; (3) Commercial Automobile Liability with a limit of \$500,000 per occurrence and a \$1,000,000 aggregate; and (4) Professional Liability coverage with a \$500,000 limit on each claim and a \$1,000,000 aggregate.
9. **Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed ATS. In the event ATS encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, ATS may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that ATS has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless ATS, from any claim or liability, arising out of ATS's performance of work under this Agreement and made or brought against ATS for any actual or threatened environmental pollution or contamination except to the extent that ATS has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by ATS in defense of such claim.
10. **Sample Ownership:** All samples cuttings and excavation materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, ATS may return all contaminated materials and laboratory byproducts to the CLIENT for proper disposal or treatment.
11. **Buried Utilities:** In those situations where ATS performs subsurface exploration, CLIENT, to the extent of its knowledge, will furnish to ATS information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. ATS will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, ATS will furnish CLIENT a plan indicating the locations intended for penetration. CLIENT will approve the location of these penetrations and authorize ATS to proceed.
12. **Documents and Records:** CLIENT acknowledges that ATS's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data ATS prepares for CLIENT under this Agreement will remain the property of ATS. CLIENT will not use any ATS data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. ATS will retain these Records for a period of three (3) years following completion of this project. During this time, ATS will reasonably make available the records to the CLIENT. ATS may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.
13. **Change Orders:** ATS will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. ATS will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless CLIENT objects in writing within five (5) days, the change order becomes a part of this Agreement.
14. **Third-Party Rights:** This Agreement does not create any rights or benefits to parties other than CLIENT and ATS.
15. **Assignment/Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of ATS. ATS is an independent consultant and not the agent or employee of CLIENT.
16. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If CLIENT terminates without cause, CLIENT will pay ATS costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.
17. **Dispute Resolution & Governing Law:** Any controversy or claim arising out of or related to this Agreement or the breach thereof, that cannot be resolved by the parties, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules using the office nearest to the place of performance. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree that California law governs the interpretation of this Agreement and any dispute involving this Agreement.
18. **Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments which are specifically identified in this Agreement or are initialed and dated by both parties constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties.

**APPENDIX A
BUSINESS 51 (SOUTH CITY LIMITS TO IH 39)
TRAFFIC COUNTING
CITY OF STEVENS POINT, WISCONSIN**

**PART I
PROJECT SCOPE**

A. PROJECT DESCRIPTION

The CLIENT is in the initial stages of developing 30 percent plans for the Business 51 corridor from the south City limits to North Point Drive. As part of the project, traffic counts will be needed along the corridor. The CLIENT has determined that traffic counting should move forward and be completed prior to local schools (Stevens Point Area School District and University of Wisconsin Stevens Point), being released for the summer. Therefore, the CLIENT wishes to move forward with traffic counting for the Business 51 corridor from the south City limits to North Point Drive.

B. SCOPE OF SERVICES

SERVICES to be provided for the project are as follows:

1. Perform 12-hour turning movement traffic counts at the following intersections along Business 51:
 - Nebel Street
 - Michigan Avenue
 - Heffron Street
 - Rice Street/Whiting Avenue
 - Patch Street/Francis Street
 - Park Street/Madison Street
 - Jefferson Street/Wisconsin Street
 - Clark Street
 - Main Street
 - 4th Avenue
 - Maria Drive
 - North Point Drive

2. Perform a 12-hour turning movement traffic count at the intersection of CTH HH/Nebel Street/Water Street.

Traffic counts will be performed between 6:00 AM and 6:00 PM. All traffic counts will be performed on Tuesday, Wednesday, or Thursday and will differentiate between passenger vehicles, trucks, bicycles and pedestrians. Trucks will be further differentiated between articulated and non-articulated trucks. Identify the peak hour, peak hour factor, and truck percentage in the peak hour. Compile count data in 15 minute intervals.

3. Create a hand drawn site sketch for each counted intersection, including lane configuration and geometrics, signing and marking, surrounding land use, intersection control, and access.

C. ASSUMPTIONS/CONDITIONS

This Agreement is subject to the following assumptions/conditions:

1. Only the specific SERVICES identified under Scope are included in this Agreement. If other SERVICES are required, ATS will provide the additional SERVICES to CLIENT after receiving written authorization from CLIENT to modify the compensation and scope of SERVICES stated in this Agreement.
2. Traffic counts at intersections near schools will be performed when weather will not adversely affect pedestrian and bicycle volumes.
3. Existing Wisconsin Department of Transportation 2008, 48 hour tube counts provide sufficient information for Business 51 and side road ADT traffic volumes along the project corridor.

D. SCHEDULE

Traffic counting will be completed by May 13, 2011, weather permitting, if a signed contract and notice to proceed is provided by April 13, 2011.

**PART II
CLIENT'S RESPONSIBILITIES**

The CLIENT at its expense shall do the following in a timely manner so as not to delay the SERVICES:

A. REPRESENTATIVE

1. Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define CLIENT's responsibilities, and make decisions with respect to the SERVICES.

B. DECISIONS

1. Provide all criteria and full information as to CLIENT requirements for the project. Obtain with ATS assistance, if applicable, necessary approvals and permits, attend project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on project alternatives, and generally participate in the project necessary to allow ATS to perform the SERVICES.



**PART III
COMPENSATION, BILLING AND PAYMENT**

CLIENT shall pay ATS for the SERVICES in accordance with the following:

Compensation for the SERVICES will be for Time and Material estimated in the amount below. ATS will notify the CLIENT in writing if it is anticipated that the fee for these SERVICES will exceed this amount.

A breakdown of the estimated cost for SERVICES is provided below.

Item	Description	Hours	Labor Cost	Direct Expenses	Total
1	Traffic Counting	254	\$18,050	\$250	\$18,400

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