

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2018-76**

REVISED ROAD CAPITAL IMPROVEMENT PROGRAM 2018

WHEREAS, the Village Board budgeted \$289,170 for 2018 road projects; and

WHEREAS, on June 7th, 2018 the Village Board approved Resolution 2018-42 amending the budget for the 2018 road projects to \$347,544; and

WHEREAS, Engineer Richardson has been notified of two additional culvert failures in the Village (South Hill Road/Prairie Place and Winding Way/Empire Dr.) and is recommending the replacement of both culverts as soon as possible; and

WHEREAS, Engineer Richardson requested, and has obtained a proposal from Tri-County Paving, attached hereto as Exhibit A, to complete the replacement of prior approved Leonard Road culvert, along with current proposed culvert replacements at South Hill Road/Prairie Place and Winding Way/Empire Drive; and

WHEREAS, Engineer Richardson is requesting the road capital improvement program budget for 2018 be amended \$8,250, for a total 2018 budget of \$355,794, to allow for the additional road work further described in Exhibit B, Engineers Memo; and

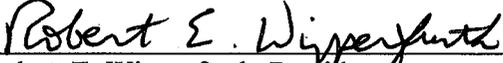
WHEREAS, the Capital Improvement Fund has reserve funds available to complete the requested additional recommended work,

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor as follows:

1. Tri-County Proposal dated 8/15/2018 in the total amount of \$23,250, is hereby approved, and the Village President and Engineer are authorized to execute a contract for such services; and
2. The 2018 budget is hereby amended as follows: Account Number 004-00-57331-000-000, Highway and Street Outlay, is increased by \$8,250 for a new total budget of \$355,794; and
3. The 2018 budget is hereby amended as follows: Account Number 004-00-48900-000-416, Applied Reserves, is increased by \$66,624 for a new total budget of \$355,794 to reflect the use of funds on hand for Resolution 2018-42 and Resolution 2018-76.

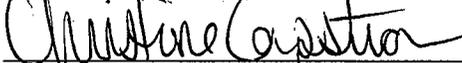
The above and foregoing Resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on the 6th day of September, 2018 by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR



Robert E. Wipperfurth, President

Attested by:



Christine Capstran, Clerk

INCORPORATED BY REFERENCE:

Exhibit A– Tri-County Proposal dated 8/15/2018
Exhibit B – Engineers Memo dated 8/28/2018

PROPOSAL / AGREEMENT

TRI COUNTY PAVING, INC.

P.O. BOX 394
DEFOREST, WI 53532

608-846-4657 FAX : 608-846-2570

RESIDENTIAL & COMMERCIAL

- EXCAVATING
- GRADING
- GRAVEL
- PAVING

PROPOSAL SUBMITTED TO :

| | | | |
|--------------------|-----------------------|----------------|-------------------------|
| NAME : | Village of Windsor | DATE : | 8/15/18 |
| | Attn: Kevin Richardso | JOB NAME : | Windsor Culvert Repairs |
| STREET : | | JOB LOCATION : | Various |
| CITY, ST., & ZIP : | | PLAN DATE : | 2018 |
| PHONE : | | | |

FOR FURNISHING THE NECESSARY LABOR, MATERIAL AND EQUIPMENT TO COMPLETE THE FOLLOWING:

South Hill & Prairie Place

26'x15'

We will sawcut, remove asphalt and culvert and haul away.
We will excavate down to desired depth and install gravel with new culvert and endwalls.
Culvert will be 18" CMPA at 40' long.
We will fine grade gravel base in street section.
We will pave area back in to an average compacted thickness of 3 1/2".
Price is based on 1 mobile per crew.

Total Price: \$8,050.00

Winding Way & Empire

30'x15'

We will sawcut, remove asphalt and culvert and haul away.
We will excavate down to desired depth and install gravel with new culvert and endwalls.
Culvert will be 24" CMPA at 44' long.
We will fine grade gravel base in street section.
We will pave area back in to an average compacted thickness of 3 1/2".
Price is based on 1 mobile per crew.

Total Price: \$8,950.00

Leonard Rd.

22'x15'

We will sawcut, remove asphalt and culvert and haul away.
We will excavate down to desired depth and install gravel with new culvert and endwalls.
Culvert will be 21" CMP at 32' long.
We will fine grade gravel base in street section.
We will pave area back in to an average compacted thickness of 3 1/2".
Price is based on 1 mobile per crew.

Total Price: \$6,250.00

NOTE: Price reflects all the above stated work only. It does not include problems relating to soil failure, unseen objects underground, materials trucked on or off site unless stated above. Monthly progress payments upon substantial completion of items (No Retainage on Private Work).

Tri County Paving Inc. cannot be held responsible for damage to or repair of unmarked public and/or private utilities or other miscellaneous items buried on site.

PROPOSAL TERMS AND CONDITIONS

If for reasons beyond our control, the work cannot be completed by 2018 Tri County Paving Inc. reserves the right to adjust the terms of the contract. Tri County Paving Inc. will not be responsible for damage to private underground utilities if the owner has not notified us of their existence and location. Buyer shall hold harmless Tri County Paving, Inc. and shall be solely responsible for damages to property of buyer or others necessitated for the performance of this contract except for such damages caused by its negligence.

Tri County Paving Inc. planned for 1 mobilization(s) onto the job per each request of the work (ie. paving, milling etc.). If Tri County Paving Inc. is required to mobilize more than 1 time(s) per job due to the acts or omissions of Owner/Contractor, the charge for such additional mobilization(s) shall be \$ 1,300.00 per mobilization.

Prior to the commencement of our work, the work of others shall be completed to such an extent that it will not unduly conflict with our work. If Tri County Paving Inc. is directed to commence work prior to the time such other work is completed owner/Contractor agrees to pay the cost of any extra mobilizations or reduced productivity attributable to our commencing work before others have completed their work.

Any changed condition of the job specifications involving extra costs will be executed only upon a written change order, and will become an extra charge over and above the original contract price.

If this proposal is not used as a contractual agreement, all above terms shall be incorporated into Owners contract.

Tri County Paving Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner directs construction with less than a minimum grade of 1%, it is understood that waterponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. We will not be responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

No materials will be placed on a wet, unstable or frozen subgrade. A suitable subgrade shall be furnished to Tri County Paving Inc. as a condition precedent to the requirement of performance of this contract by Tri County Paving Inc. All subgrade to be rough graded by others to within $\pm 0.1'$.

When resurfacing concrete, brick or asphalt pavements Tri County Paving Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (TRI COUNTY PAVING INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."

Tri County Paving Inc. is entitled to final payment when our portion of the construction project is substantially completed.

In the event Tri County Paving Inc. seeks legal collection in order to collect restitution of this contract, any and all fees incurred by the Tri County Paving Inc., including all attorney fees, will be assumed and paid by persons or companies entering into this contract with Tri County Paving Inc.

Tri County Paving Inc. proposes to furnish material and labor - complete in accordance with above specifications, and prices, terms of payment shall be net 10 days from date of invoice. A 1.5% per month service charge shall be charged on all outstanding balances.

AUTHORIZED
SIGNATURE:


Ryan Bendixen

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. This guarantee shall last for a period of one year from the date of completion of the work. All guarantees are void if payment is not made as specified. No guarantee on blacktop overlays or concrete overlays. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will

become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 15 DAYS.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

DATE OF ACCEPTANCE: 9-6-18

SIGNATURE: Robert E. Wipperfurth

SIGNATURE: Phil Butters



Memorandum

To: Windsor Village Board

CC: Tina Butteris, Administrator
Jamie Rybarczyk, Deputy Administrator

From: Kevin Richardson, Engineer

Date: August 28, 2018

Re: Revised Road Capital Improvement Program 2018

The original budget for the 2018 Road Improvement Program was \$289,170.

On June 7th, the Village Board, approved Resolution 2018-42, amending the road budget to \$347,544 to complete additional road maintenance. The budget amendment included Leonard Road culvert replacement, with an estimated cost of \$10,000. This replacement has not yet been completed.

Since the road program budget amendment, two additional culverts have failed (holes in the top of the culvert) and need to be replaced. One culvert is located at Empire Drive and Winding Way in the Terrace Park subdivision, and the other culvert is located at South Hill Road and Prairie Place in the Oak Springs subdivision.

I requested a proposal from Tri-County Paving, a contractor that has replaced culverts at reasonable prices for the Village in the past; their proposal is attached to this memo.

The total for replacing all three culverts is \$23,250.

The June amended budget allocated \$10,000 to replace the Leonard Road culvert, the cost, per the proposal is \$6,250, leaving \$3,750 to be used towards the replacement of the other two culverts.

Replacement of the other two culverts cost, per the proposal, is \$17,000.

I am proposing to use the remaining funds allocated from the Leonard Rd culvert, \$3,750, along with \$5,000 that was allocated for miscellaneous patching and a budget amendment of \$8,250 to be able to replace the three culverts as soon as possible.