

**VILLAGE OF WINDSOR  
VILLAGE BOARD RESOLUTION 2020-40**

**APPROVAL OF A BAXTER & WOODMAN WORK ORDER FOR CONSTRUCTION  
SERVICES ON COUNTY ROAD DM AND CLINTON ROAD**

**WHEREAS**, Village and County staff recommends the reconstruction of portions of County Hwy DM, Clinton Road and Willow Road; and

**WHEREAS**, the Village requested Baxter & Woodman (the “Engineer”) to provide construction services for this project; and

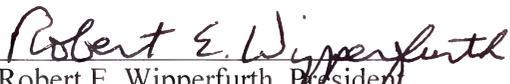
**WHEREAS**, the Engineer has provided Work Order Number 190918.60 to perform said work for the amount not to exceed \$179,500.00.

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

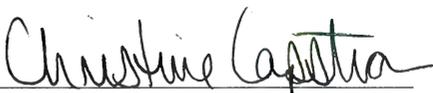
1. Work Order 190918.60 is approved, to be paid on a time and materials basis in an amount not to exceed \$179,500.00. The Village President, Village Attorney and Staff are authorized to execute same on behalf of the Village.

The above and foregoing Resolution was duly adopted at a regular meeting of the Village Board of the Village of Windsor on May 21, 2020, 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:**

Baxter & Woodman Work Order 190918.60

**VILLAGE OF WINDSOR, WISCONSIN  
CTH DM & CLINTON ROAD RECONSTRUCTION  
CONSTRUCTION ENGINEERING  
WORK ORDER**

**Engineer's Project No. 190918.60**

**Project Description:**

This Project consists of providing construction engineering services for the reconstruction of County Trunk Highway (CTH) DM from immediately east of the Morrisonville Road intersection to west of Bridge P-13-0920 (branch of Yahara River crossing); Clinton Road from County Highway DM to approximately 0.4 miles south; and Willow Street from Clinton Road to the southwest end, including new water main, drainage improvements, intermittent concrete gutter and sidewalk, asphalt pavement, and other miscellaneous items of work.

**Engineering Services:**

The general provisions of this Work Order are enumerated in the Engineering Services Agreement between the Owner and Engineer dated March 20, 2019. Engineer shall provide the services set forth in Attachment A, attached hereto. Manpower Requirements and Fee Summary are listed in Attachment B.

**Compensation:**

Compensation for the services will be in accordance with the Engineering Services Agreement dated March 20, 2019. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates included in Attachment B for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$179,500.00**.

Submitted by: **Baxter & Woodman, Inc.**

By: Gerald D. Groth

Gerald D. Groth, PE

Title: Project Manager

Date: February 25, 2020

Approved: **Village of Windsor, Wisconsin**

By: Robert E. Wipperfurth

Robert E. Wipperfurth

Title: Village President

Date: 5-21-20

Attest: Christine Capstran

Christine Capstran, Clerk

**Additional Comments and Conditions:** Work does not include construction staking or geotechnical engineering services. Both to be contracted for by the Village directly with other consultants.

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## PROJECT DESCRIPTION

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## SCOPE OF SERVICES

### Construction Services

1. BIDDING ASSISTANCE
  - A. Assist the Village in solicitation of construction bids from as many qualified bidders as possible.
  - B. Attend the bid opening, tabulate bid proposals, and make an analysis of the bids.
  - C. Prepare a bid award letter and submit recommendations for the award of construction contract.
  
2. CONSTRUCTION ADMINISTRATION
  - A. Act as the Village's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
  - B. Prepare Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor's insurance documents.
  - C. Attend the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
  - D. Review the Contractor's requests for payments as construction work progresses, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - E. Prepare construction contract change orders when authorized by the Village.
  - F. Conduct a final inspection of construction work, review the contractor's written guarantees, and issue an opinion of satisfactory completion for acceptance of the Project by the Village.
  - G. Prepare construction record drawings, which show field measured dimensions of the completed work that the Engineers consider significant, and provide the Village with one set of reproducible record drawings.
  - H. Coordinate with Village of Windsor geotechnical engineering and survey consultants.
  - I. Coordinate with regulatory agencies including WDNR, Dane County and WisDOT.

3. SUBMITTAL REVIEW

Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

4. FIELD OBSERVATION

- A. Engineer will provide a Resident Project Representative at the construction site from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 1,400 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- C. Field Observation provided by the Resident Project Representative will include site visits to observe the progress and quality of Contractor's executed Work. Field Observation does not guarantee the Engineer will observe or comment on work

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completed by the contractor at times the Resident Project Representative is not present on site. Field visits and observations by the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.

- D. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

## **SCHEDULE**

The Project is scheduled for construction to take place this summer with substantial completion on or before September 30, 2020, and final completion on or before October 31, 2020.

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VILLAGE OF WINDSOR, WISCONSIN  
 CTH DM CLINTON ROAD RECONSTRUCTION - CONSTRUCTION ENGINEERING

Plan Name: CTH DM & Clinton Road Reconstruction									
Level 2	Level3	Labor Category	Employee	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
			Overall Project Total	<b>1,683.00</b>	<b>175,000.00</b>	<b>175,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>179,500.00</b>
B100	Bidding Assistance			24.00	4,160.00	4,160.00	0.00	0.00	4,160.00
		Engineer V	Gerald Groth	20.00	3,600.00				
		Engineer III	Ryan Wallace	4.00	560.00				
C100	Construction Administration			214.00	36,860.00	36,860.00	0.00	0.00	36,860.00
		C110 Project Management		159.00	27,480.00	27,480.00	0.00	0.00	27,480.00
		Engineer V	Gerald Groth	147.00	26,460.00				
		Administrative Support II	Julie Crayton	12.00	1,020.00				
		C120 Regulatory Assistance		55.00	9,380.00	9,380.00	0.00	0.00	9,380.00
		Engineer V	Gerald Groth	42.00	7,560.00				
		Engineer III	Ryan Wallace	13.00	1,820.00				
C200	Submittal Review			45.00	7,580.00	7,580.00	0.00	0.00	7,580.00
		Engineer V	Gerald Groth	32.00	5,760.00				
		Engineer III	Ryan Wallace	13.00	1,820.00				
C300	Field Observation			1,400.00	126,400.00	126,400.00	0.00	4,500.00	130,900.00
		Engineer V	Gerald Groth	80.00	14,400.00				
		Engineer I	Ross Kahler	820.00	82,000.00				
		Engr Tech I	Dylan Swerig	500.00	30,000.00				