

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2024-30**

**APPROVAL OF BAXTER & WOODMAN WORK ORDER FOR HOLLAND FIELDS STORMWATER
MANAGEMENT REHABILITATION PROJECT**

WHEREAS, the Village of Windsor has determined that the three stormwater management ponds in the Holland Fields subdivision are not functioning properly and need to be repaired; and

WHEREAS, Baxter & Woodman Engineering has provided Work Order No. 221924.60 in the amount not to exceed \$13,900 for the construction oversight of the Stormwater Management Rehabilitation project, to which they designed; and

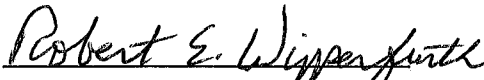
WHEREAS, the cost of the project will be paid for through the 2022A Borrowing, Account 004-00-57331-800-004.

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

Work Order No. 221924.60 is approved in an amount not to exceed \$13,900.00. 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 March 21, 2024 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 221924.60

**VILLAGE OF WINDSOR, WISCONSIN
HOLLAND FIELDS STORMWATER MANAGEMENT REHABILITATION
CONSTRUCTION ENGINEERING SERVICES
WORK ORDER**

Engineer's Project No. 221924.60

Project Description:

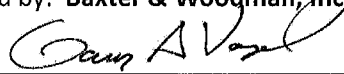
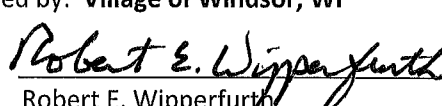
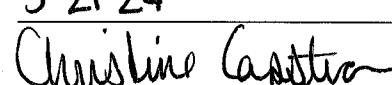
The Project includes construction services for the rehabilitation of the three stormwater management ponds within the Holland Fields subdivision to improve their condition and restore their function closer to the original design intent. Specifically, the project consists of removing and restoring vegetation in all ponds, dredging the north and central ponds, and replacing the gabion weirs with alternative structures and rip rap weirs.

Engineering Services:

The general provisions of this Work Order are enumerated in the Engineering Services Agreement between the Owner and Engineer dated February 17, 2022. Engineer shall provide the services set forth in Attachment A, attached hereto. Manpower requirements and a fee summary are listed in Attachment B.

Compensation:

Compensation for the services will be in accordance with the Engineering Services Agreement dated February 17, 2022. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$13,900**.

<p>Submitted by: Baxter & Woodman, Inc.</p> <p>By: <u></u> Gary A. Vogel, PE</p> <p>Title: Vice President</p> <p>Date: <u>March 8, 2024</u></p>	<p>Approved by: Village of Windsor, WI</p> <p>By: <u></u> Robert E. Wipperfurth</p> <p>Title: Village President</p> <p>Date: <u>3-21-24</u></p> <p>Attest: <u></u> Christine Capstran, Clerk</p>
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Additional Comments and Conditions: None.

Project Description

The Project includes construction services for the rehabilitation of the three stormwater management ponds within the Holland Fields subdivision to improve their condition and restore their function closer to the original design intent. Specifically, the project consists of removing and restoring vegetation in all ponds, dredging the north and central ponds, and replacing the gabion weirs with alternative structures and rip rap weirs.

Scope of Services

1. PROJECT INITIATION - Attend and prepare minutes for the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.
2. CONSTRUCTION ADMINISTRATION
 - A. Act as the Owner's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
 - B. Attend periodic construction progress meetings.
 - C. Check, review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the construction contract documents.
 - D. Prepare construction contract change orders when authorized by the Owner.
 - E. Review the Contractor's requests for payments as construction work progresses and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
3. FIELD OBSERVATION
 - A. Engineer will provide a Resident Project Representative at the construction site from the Engineer's office (for up to 60 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.

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- 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 provides that the Resident Project Representative will make regular 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 completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, 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 Owner of the construction progress and working days charged against the Contractor's time for completion.
- E. Provide the necessary base lines, benchmarks, and reference points to enable to the Contractor to proceed with the work.

4. SUBSTANTIAL COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- B. Prepare Certificate of Substantial Completion.

5. COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- C. Prepare construction record drawings showing field measured dimensions of the completed work the Engineers consider significant and provide the Owner with one set of reproducible record drawings within ninety (90) days of the Project completion.

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Attachment B

Village of Windsor							
Plan Number: 221924.60							
Plan Name: WINDS Holland Fields - Construction							
Level 2	Level3	Labor Category	Employee	Planned Hrs	Planned Labor Bill	Reimb Allowance	Total Compensation
Overall Project Total				82.00	13,280.00	620.00	13,900.00
01 Construction Administration				22.00	5,380.00	80.00	5,460.00
		Engineer VII	Gary Vogel	20.00	5,000.00		
		Engineer IV	Jonathan Steinbach	2.00	380.00		
02 Construction Observation - Part Time				60.00	7,900.00	540.00	8,440.00
		Engineer II	Dylan Swerig	30.00	4,650.00		
		Intern I	Aidan Roberts	30.00	3,150.00		