



MINUTES

Building and Property

March 12, 2013
Jury Assembly Room
Lower Level, Courthouse Annex

MEMBERS PRESENT: Supervisors Mike Behnke, Russ Bousley, Mike Cassidy, Vilas Schroeder, and Bill Walker

MEMBERS EXCUSED:

OTHERS PRESENT:

Deputy County Clerk BobbieJean Borkowski, County Administrator Ellen Sorensen, Facilities Director John Machnik, County Administrator Ellen Sorensen, Supervisor Keller, John Seaborg of U.P. Engineers & Architects, Dave Johnson of Architects Group Limited, Eagle Herald and Peshtigo Times

1. Call to order

Chair Behnke called the meeting to order at 10:00 a.m.

2. Agenda

Motion (Cassidy/Walker) to approve agenda as amended. Motion carried.

3. Public Comment

None

4. Minutes

Motion (Bousley/Cassidy) to approve minutes of February 12, 2013. Motion carried.

5. RFP for Re-roof of UW Marinette Classroom Building

Motion (Cassidy/Schroeder) to approve issuing a RFP to re-roof UW Marinette classroom building. Motion carried. Exhibit A

6. Agreement with Commonwealth Construction

Motion (Schroeder/Cassidy) to recommend County Board approve agreement with Commonwealth Construction to build a new Courthouse north entry ramp at a cost of \$217,858.80. Motion carried. Exhibit B

7. Handicapped Parking/Access during Construction of the Ramp

More temporary handicap parking spots will be designated in the Courthouse North parking lot.

8. Niagara Senior Center Repair – Discussion only.

- Replace concrete walks
- Replace water damaged beams
- Restore the front fascia
- Replace the gutters
- Level the canopy over the entry
- Vestibule floor – investigate heaving
- Replace the roof
- Remodel front windows and doors
- Any items discovered during the energy survey

9. RFP for Purchase and Installation of Walls for HR Remodel

Motion (Schroeder/Cassidy) to approve RFP for purchase of walls for HR remodel project. Motion carried.

10. RFP for Purchase, Installation and Moving of Work Stations

Motion (Bousley/Schroeder) to approve RFP for purchase, installation, and moving of work stations to relocate Forestry and Parks and Finance Departments. Motion carried.

11. Estimate for Removing Steel from Ella Court Building

No action at this time.

12. Surplus Equipment

Motion (Bousley/Schroeder) to declare units 198S (Hopper Type TK Body with computerized conveyor and pre-wetting system) and 199S (Swenson spreader for truck #199) as surplus equipment and dispose of equipment at fair market value. Motion carried.

13. Facilities Director's Report

Exhibit C

14. Future Agenda Items

- North Entry ramp – allocate money from Maintenance Fund
- Tour Ella Court Building

15. Adjournment

Motion (Bousley/Cassidy) to adjourn at 10:58 a.m. Motion carried.

Next meeting date: April 9, 2013 at 10:00 a.m.

BobbieJean Borkowski, Deputy County Clerk
Date approved/corrected:

February 26, 2013

**UW MARINETTE – RE-ROOFING BUILDING “B”
BUDGET ESTIMATES**

BASE BID 1 – METAL SHINGLES

● Shingle Removal	\$ 12,100.00
● Ice and water membrane	1,900.00
Fascia Metal Covering	7,600.00
Block up Roof Penetrations	4,000.00
Rebuild the Chimney	5,000.00
Add Crickets to Roof Penetrations	3,600.00
Raise Roof Hatch and Ventilator Fans	5,500.00
Raise Vent Pipes	500.00
Vented Fascia	5,300.00
Ridge Vent	4,400.00
Vapor Barrier on Wood Deck	2,600.00
Wood Blocking	2,000.00
Nail Base Ventilated Insulated Deck	39,500.00
● Metal Shingles to Match Student Union	<u>54,400.00</u>

BUDGET ESTIMATE **\$148,500.00**

BASE BID 2 – FIBERGLASS SHINGLES

● Shingle Removal	\$ 12,100.00
● Ice and water membrane	1,900.00
Fascia Metal Covering	7,600.00
Block up Roof Penetrations	4,000.00
Rebuild the Chimney	5,000.00
Add Crickets to Roof Penetrations	3,600.00
Raise Roof Hatch and Ventilator Fans	5,500.00
Raise Vent Pipes	500.00
Vented Fascia	5,300.00
Ridge Vent	4,400.00
Vapor Barrier on Wood Deck	2,600.00
Wood Blocking	2,000.00
Nail Base Ventilated Insulated Deck	39,500.00
● 30 Year Fiberglass Shingles	<u>36,400.00</u>

BUDGET ESTIMATE **\$130,400.00**

● = Items to replace when Re-roofing

**UW MARINETTE – REROOFING BUILDING “B”
PROJECTED TIME FRAME SCHEDULE**

Building and Property Meeting	March 12, 2013
▪ Review Plan	
▪ Review Budgets	
▪ Receive Approval to Bid	
Advertise for Bids	March 13, 2013
Pre-Bid Walk Thru	March 28, 2013
Last Day for Addenda	April 1, 2013
Bid Date	April 8, 2013
Building and Property Meeting	April 9, 2013
Board of Supervisors Approval	April 16, 2013
Contracts Signed	May 15, 2013
Pre-Construction Meeting	May 21, 2013
First Day for Work	June 3, 2013
Last Day for Work	August 16, 2013

Report written by:
David Johnson


AIA[®] Document A101[™] – 2007
Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 14th day of February in the year 2013
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Marinette County
1926 Hall Ave
Marinette, WI 54143

and the Contractor:
(Name, legal status, address and other information)

The Commonwealth Companies
54 East First Street
Fond du Lac, WI 54935
Telephone Number: 920-922-8170
Fax Number: 920-922-8171

for the following Project:
(Name, location and detailed description)

Courthouse North Entry Renovation
1926 Hall Ave
Marinette, WI 54143

The Architect:
(Name, legal status, address and other information)

U.P. Engineers & Architects, Inc.
1701 Dunlap Avenue, Suite B
Marinette, WI 54143
Telephone Number: 715-732-4188
Fax Number: 715-732-4189
Wisconsin Architect A-2794

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

RECEIVED
MAR - 8 2013
BY: _____

The Owner and Contractor agree as follows.

Init.

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User Notes:

(1196652357)

TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| April 1, 2013

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

| August 3, 2013

Init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One hundred eighty-five thousand and fifty eight dollars (\$ 185,058.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
None		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
None	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

After substantial completion total payment to be 95%

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0 %

§ 8.3 The Owner's representative:
(Name, address and other information)

Marinette County
1926 Hall Ave
Marinette, WI 54143

§ 8.4 The Contractor's representative:
(Name, address and other information)

The Commonwealth Companies
54 East First Street
Fond du Lac, WI 54935

Init.

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
 See attached Table of Contents for Project Manual M128-11102

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
 See attached List of Drawings

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
No. 1	1/8/2013	
No. 2	1/14/2013	
No. 3	1/17/2013	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

init.

- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

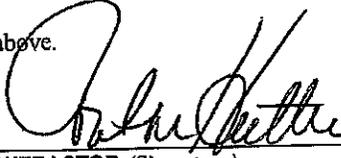
Type of insurance or bond
 Per specifications

Limit of liability or bond amount (\$185,058.00)

This Agreement entered into as of the day and year first written above.

 OWNER (Signature)

 (Printed name and title)



 CONTRACTOR (Signature)

ROBERT M. HUTTER, VICE PRESIDENT

 (Printed name and title)

Init.

**SECTION 00005
TABLE OF CONTENTS**

Division 0 - Bidding and Contract Requirements

00001	Cover Page
00005	Table of Contents
00006	List of Drawings
00020	Invitation to Bid
00100	Instructions to Bidders (AIA Document #A701)
00101	Supplemental Instructions to Bidders
00310	Bid Form
00400	Supplemental Requirements
00434	Wage Rates
00700	General Conditions (AIA Document #A201)
00800	Supplementary Conditions

Division 1 - General Conditions

01000	General Guide to Specifications
01010	Summary of the Work
01152	Applications for Payment
01153	Change Order Procedure
01200	Price and Payment Procedures
01300	Administrative Requirements
01310	Construction Schedule
01330	Submittal Procedures
01340	Shop Drawings, Product Data and Samples
01370	Schedule of Values
01500	Temporary Facilities and Controls
01545	Protection of Work and Property
01560	Temporary Controls
01600	Material and Equipment
01700	Execution Requirements
01710	Cleaning
01720	Project Record Documents

Division 2 - Site Work

02060	Building Demolition
02205	Soil Materials
02207	Aggregate Materials
02220	Excavation and Backfilling
02315	Excavation and Fill
02630	Concrete Sidewalk and Curb

Division 3 - Concrete

03100	Concrete Formwork
03111	Insulating Concrete Forming (ICF)
03200	Concrete Reinforcement
03300	Cast-in-place Concrete

Division 5 - Metals

05000 Miscellaneous Metals
05440 Pre-fab Metal Trusses

Division 6 - Wood and Plastics

06071 Pressure-Treated Wood Products

Division 7 - Thermal and Moisture Protection

07210 Building Insulation
07240 Exterior Insulation and Finish System - Dryvit
07260 Vapor Retarders
07610 Sheet Metal Roofing
07620 Sheet Metal Flashing and Trim
07920 Sealants and Caulking

Division 8 - Doors and Windows

08114 Standard Steel Doors
08115 Standard Steel Frames
08410 Metal-Framed Storefronts
08710 Finish Hardware
08800 Glass and Glazing

Division 9 - Finishes

09111 Steel Stud Framing
09260 Gypsum Board Systems
09900 Painting

**SECTION 00006
LIST OF DRAWINGS**

<u>Sheet #</u>	<u>Sheet Name</u>
G001	Title Sheet
G002	General Standards
C101	Extg / Demolition Site Plan
C102	Proposed Site Plan
S101	Structural Plans & Section
S501	Structural Details
A101	Extg / Demo Plan & Section, Proposed Floor Plan
A201	Building Elevations
A301	Building Sections & Details
A401	Schedules & Details
M101	Mechanical, Details & Schedules
ME001	Specifications
E001	Electrical Abbreviations & Symbols
E101	Electrical Plan

Monthly Facilities Director Report: March, 2013

Work Days
20

Non-Work Days
8

Period
Feb 3 thru Mar 2

Staff Availability in hours:

Class	Theoretical Hours	Regular	Overtime	Call-Ins	Notes
Tech	320	301.5	45.5		Snow
Custodian	680	596	50.25		Snow
Printer Tech	160	152	28.5		Snow
Director	160	180.5			

Utilities CH, HHS, LEC & Library Electric & Gas Only

Item	Feb 13	Feb 13	Jan 13	Jan 13	Jan 13	Feb 12	Feb 12	Feb 12	YTD	YTD	YTD	PYTD	PYTD
	Units	Cost	Units	Cost	Units	Units	Cost	Cost	Units	Cost	Cost	Units	Cost
Gas (therms)	28,103	\$17,145	22,685	\$13,888	20,447	50,789	\$13,538	\$31,033	44,540	\$29,884			
Electric (Kwh)	249,960	\$18,626	217,680	\$16,840	222,280	467,640	\$17,025	\$35,466	458,200	\$34,765			
Degree Days:	1485	\$35,771	1289	\$30,728	1366	2774	\$30,563	\$66,499	2438	\$64,649			

Projects & Regular Maintenance Work

Complete	In Work	In Planning
Offer to Tech candidate	Online auction	LEC power issue
Checked Commonwealth references	UW-M Pool Lighting	Survey monument at UW-M
Commonwealth signed agreement	HWY office remodel	Motor pool new cars
Add vent to Huber Control Comp Cabinet	Annual fire extinguisher maintenance	Senior Center repairs
replace TVs in seg A and Seg B	CH north entry ramp	HHS conference room update
Assemble book shelf in kitchen	UW-M Classrooms Roof	CH west entry Tint, shades, A/C
Correct door position status in SHU	HR remodel	HHS air handler replacement
Backflow preventer maintenance, CH & LEC	Quarterly sprinkler inspection	CH card access addition
		CH replace fire doors

Motor Pool

	January 2013	December 2012	November 2012
Mileage	28,767	27,993	30,944
Fuel Cost	\$5,156	\$4,746	\$5,115
Fuel Quantity	1,564	1,338	1,406
\$/Mile	\$0.18	\$0.17	\$0.17
MPG	18.39	20.92	22.01