



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of the: **FINANCE COMMITTEE**
Date/Time: **Tuesday, December 19, 2023, at 6:00 PM**
Location: **City Hall (407 Grant Street) - Council Chambers**
Members: Lisa Rasmussen (C), Doug Diny (VC), Michael Martens, Sarah Watson, Carol Lukens

AGENDA ITEMS

- 1 Sole source for Walker parking to prepare the McClellan Ramp demo specs.

Adjourn
Lisa Rasmussen, Chair

NOTICE: It is possible and likely that members of, and possibly a quorum of members of the Committee of the Whole or other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail mary.goede@ci.wausau.wi.us with "Finance Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 12/15/23 at 4:00 PM

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Other Distribution: Media, (Alderpersons: (Kilian, Gisselman, McElhaney, Herbst, Larson, Henke), *Rosenberg, *Jacobson, *Groat, Department Heads



7760 France Avenue South, Suite 820
Minneapolis, MN 55435
952.595.9116

December 15, 2023

Mr. Allen Wesolowski
City Engineer
City of Wausau
407 Grand Street
Wausau, WI 54403-4783

Re: *Proposal for Engineering Services*
Construction Documents and Administration
McClellan Parking Ramp – Demolition
Wausau, Wisconsin

Dear Mr. Wesolowski:

Walker Consultants (Walker) is pleased to submit for your review this proposal to the City of Wausau (City, Client) for professional engineering services related to development of Construction Documents and Construction Administration services related to the demolition of the existing McClellan Street parking ramp located in downtown Wausau, Wisconsin. The purpose of this letter is to define the scope of services, propose fees for the work, establish a schedule, and serve as authorization to proceed with the work.

Project Understanding

Built in 1975, the McClellan Street parking ramp is a multi-story precast, double tee structure supported by concrete columns and precast spandrel beams. The structure is approximately 120 feet wide and 240 feet long and provides public parking on four levels. A prestressed, precast concrete framed stair is provided in the southeast corner of the structure and a steel framed skyway bridge connects the ramp with an adjacent building to the east over Second Street.

Various structural and waterproofing repairs have been made over the years and in the summer of 2023 the City of Wausau elected to close the structure to the public in lieu of performing remedial actions to preserve the structure. We understand that the City desires Construction Documents be developed to provide a written and graphical standard to demolish the existing parking ramp, including skyway and all stair and stair/elevator towers, and to restore the site following removals. During removals, existing utilities consisting of storm sewer, power, domestic water (if present), and Verizon communications will be abandoned and capped at property lines; the existing electrical transformer will be relocated by Wisconsin Public Service. Existing sidewalks adjacent the parking ramp will be removed and replaced to back of existing curb, and the site will be graded to match existing grades and turf established.

Additionally, following the removal of the skyway, adjacent building located at 500 North 3rd Street will be enclosed with matching façade materials and limited restoration of only affected interior partitions be provided.

To accomplish this, Walker, in conjunction with Kye Studios, LLC as our subconsultant to provide architectural restoration of the 500 North 3rd Street facade, will develop Construction Documents for the solicitation of bids by

contractors to carry out this work. Following bidding Walker will provide limited Construction Administration during construction to remove the facility and restore the site.

Scope of Services

To meet the specific needs of this project, we propose the following scope of professional services. Walker will perform the following tasks:

A. Construction Documents

1. Site – Perform a visual and photographic survey of the site to establish site limits, types and locations of surfaces, buildings, and limited utility information. Utility determination shall be based on a combination of visual observations and plans provided to us by the City of Wausau.
2. Develop final demolition Construction Documents encompassing civil, structural, electrical, mechanical and architectural disciplines for removal of the parking structure and repair of the adjacent 500 North 3rd building façade. This will include preparation of the following:
 - a. Contractual Specifications (“front ends”) provided by the Client and edited by Walker to include content appropriate to the project.
 - b. Technical Specifications provided by the Client and edited by Walker to include content appropriate to the project, including contractor preparation of pre-demolition surveys.
 - c. Construction Drawings for the noted disciplines for demolition of the parking ramp, repair of the adjacent façade and site restoration.
3. Hazardous Materials – Prepare RFP for hazardous materials investigation and issue to the Client for procurement of a hazardous materials exploration specialist. Note the City will retain the vendor for hazardous materials survey.
4. Construction Monitoring – Prepare RFP for pre-construction, construction-phase and post-construction vibration/movement condition surveys to be completed by third party agency. Note the City will retain the vendor for construction monitoring.
5. Civil – Prepare demolition drawings and specifications for the following:
 - a. Temporary road closure and signage phasing plan. Portions of the sidewalks and roadways along First, Second and McClellan streets will be closed for the duration of demolition. All of Second Street will require a limited full closure during its removal. Note: Contractor shall be responsible submitting traffic control plans to City.
 - b. Erosion control and sediment control plan.
 - c. Demolition Plan
 - d. Pavement/Sidewalk restoration Plan
6. Landscaping – Provide finish grade requirements for turf establishment and related elements, subject to City requirements.
7. Structural – Prepare demolition drawings and specifications for the following:
 - a. Demolition of the parking ramp superstructure including removal of slabs, sidewalks, columns, framing, footings and foundations.
 - b. Removal and demolition of pedestrian skyway bridge spanning Second street between the parking ramp and 500 North Third street.

- c. Infill and repair of the building envelope and façade at 500 North Third street to match existing conditions.
 - i. *Note: At the request of the City, We have contacted the owner of the building at 500 North 3rd Street who indicates that they do not have any Construction Documents depicting the design intent of the building. Walker will work with the building owner and their architecture professional(s) to identify how the building was constructed.*
8. Electrical – Prepare demolition drawings and specifications for the following:
 - a. Lighting Removals
 - b. Power removals
 - c. With City direction, coordinate lighting for new sidewalks.
9. Mechanical – Prepare demolition drawings and specifications for the following:
 - a. Removals of existing area / storm drains in the parking ramp.
 - b. Removals of existing domestic water (if applicable) in the parking ramp.
10. Architectural – Prepare demolition drawings and specifications for the following:
 - a. Provide temporary pedestrian barriers at skyway bridge entrance at 500 North Third street.
 - b. Provide finished interior plan and details for skyway bridge entrance once removed and 500 North Third street.
11. Permitting - Develop a single construction document package for submission the following entities.
 - a. City of Wausau: Final construction documents and demolition permit application.
 - b. City of Wausau: Final construction documents and land disturbance permit application
 - c. City shall be responsible for payment of all permit fees.
12. Meetings – We anticipate the following virtual meetings during this phase:
 - a. Two progress meetings with design and Client team.
 - b. One meeting with City staff, if required, during permitting.
 - c. One client project Construction Document review meeting.
13. Site Visits – We anticipate one (1) on-site visit during this phase to perform a visual review of the site as related to the Site Boundary Limit Assessment.
14. Deliverables will be conveyed in electronic (*.pdf) format for this phase and shall consist of the following:
 - a. 85% Construction documents for City plan review
 - b. 100% Construction documents for Client Review in anticipation of sourcing/bid/procurement.

B. Bidding & Construction Administration

The Bidding and Construction Administration phase is anticipated to start in late 2023 and comprise a bid period of 4 weeks followed by an initial construction period of approximately 10 weeks for structure removals, and a non-sequential 6 weeks in the spring for site restoration, dependent upon weather conditions. During this phase we will:

1. Submit signed Construction Documents for bidding to the Client. Client will distribute and solicit contractor bids.
2. Participate in an on-site pre-bid meeting, gather questions and provide Client with minutes of pre-bid meeting.
3. Respond to bidder questions and provide responses to Client. Assemble addenda as required clarifying Construction Documents. Issue to Client for distribution.

4. Assist Client in reviewing bids.
5. Participate in a virtual pre-construction meeting. Gather question and provide Client with minutes of pre-construction meeting.
6. Review contractor submittals and shop drawings
7. Respond to contractor RFIs. Issue addenda as required.
8. Review contractor Change Orders.
9. Complete as-built survey of found site utilities.
10. Meetings – we anticipate the following meetings:
 - a. One pre-bid meeting (on-site, in person)
 - b. One bid review meeting (virtual)
 - c. Two pre-construction meetings; one winter, one spring (on-site, in person)
 - d. One punch list meeting (on-site, in person)
11. Site Visits – we anticipate the following site visits during this phase:
 - a. Four site visits to observe construction
 - b. Written field reports of site observations will follow each site visit and be provided to Client for distribution.

Limitations

Prior assessment(s) is based on visual observations and limited testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

Schedule

We anticipate the following milestone schedule:

		Nov, 2023					Dec		Jan, 2024					Feb					Mar					Apr					May					June				
PHASE	NOTES	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24				
CD Production																																						
85% CD																																						
City Planning / Proj. Review Mtg																																						
100% CD																																						
Bidding	4 weeks																																					
Prebid Mtg																																						
Contracting	2 wks																																					
Construction - Superstructure																																						
Preconstruction - Structure	10 wks																																					
Punchlist - Structure																																						
Construction - Site Restoration																																						
Preconstruction - Site Restoration	6 wks																																					
Punchlist - Site Restoration																																						

Professional Fee

Walker is available to perform the Scope of Services indicated in Phase A for a lump sum fee, including project-related reimbursable expenses. Services identified in Phase B shall be performed at our standard hourly rates plus project-related reimbursable expenses as incurred. We have provided the following fee and expense schedule commensurate with the Scope of Services proposed as follows:

Phase	Terms	Fee
A. Construction Documents	Lump Sum	\$49,800.00
B. Bidding & Construction Administration	Hourly + Expenses	\$19,600.00
Subconsultant (Kye Studios, LLC)	Hourly + Expenses	\$18,000.00
<u>Expenses (Budget)</u>	<u>As Incurred</u>	<u>\$5,000.00</u>
Total Fee + Expenses		\$92,480.00

Fees and Expenses indicated shall not exceed the values stated without written authorization from the City of Wausau.

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.

Walker is dedicated to providing our clients with professional services that meet project requirements and deadlines. If you should have any additional questions, please do not hesitate to call or email us.

Sincerely,

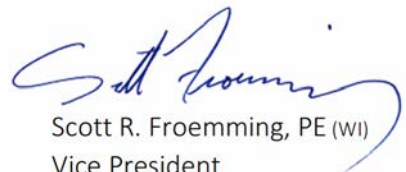
WALKER CONSULTANTS



Adam Bakeman
Restoration Specialist



Carl L. Schneeman
Managing Principal



Scott R. Froemming, PE (WI)
Vice President

Enclosures *General Conditions of Agreement for Design Services*



Authorization

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

City of Wausau

Authorized Signature _____

Printed Name _____

Title _____

Date _____

General Conditions of Agreement for Design Services

Services

Walker Consultants ("Walker") will provide the Client professional services that are limited to the work described in the attached letter (the "services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the Client and are limited to and furnished solely for the specific use disclosed to us in writing by the Client. No third-party beneficiary is contemplated.

Payment for Services

Monthly Invoices

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, communications charges, additional service consultants, and other project related expenses.

Payment is due upon receipt of invoice. If for any reason the Client does not pay Walker within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The Client agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice.

Payment Method

Walker's preferred method of payment is ACH. All payments should be made electronically to:

Truist Bank

ABA Routing Number **021052053**

Credit to the account of - Walker Consultants

Account Number **79592337**

Period of Service

In the event that no contract administration phase services are to be provided by Walker, services shall be completed the earlier of (1) the date when final documents are accepted by the Client or (2) thirty days after final documents are delivered to the Client. If contract administration phase services are provided by Walker, services shall be complete upon the earlier of (1) the time of approval by Walker of final payment to the contractor or (2) thirty (30) days after completion of the work designed by Walker.

Standard of Care

Walker will perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Walker makes no warranty, express or implied, as to its professional services under this agreement.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the Client. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

Limitation of Liability

To the maximum extent permitted by law, the Client agrees to limit Walker's liability for the Client's damages to the sum of \$500,000 or Walker's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Indemnification

Walker agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages or liabilities, to the extent caused by Walker's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Walker is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Walker, its officers, directors, employees, and subconsultants (collectively Walker) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors, or omissions in connection with the Project as well as the acts, errors, or omissions of its contractors, subcontractors, or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Walker shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Ownership of Documents

Walker shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes, calculations, and other documents and instruments prepared by Walker as instruments of service. Walker shall retain all common law, statutory, and other reserved rights, including, without limitation, all copyrights thereto. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's written consent will be at the Client's sole risk.

Consequential Damages

The Client and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

Dispute Resolution

This Agreement shall be governed by the laws of the Commonwealth, District, or State of the office performing Walker's services. In addition to, and as a condition precedent to litigation, the Client and Walker shall endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties

mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the locality of the Walker office performing services under this Agreement.

Non-Solicitation Clause

The Client agrees that it will not directly or indirectly solicit for employment any Walker employee providing services on behalf of Client for a period of two years after the date of this agreement. Client agrees that a breach of this provision would have material and adverse impacts on Walker's business and Client therefore agrees to pay Walker an amount equal to two times the annual salary of any employee of Walker who accepts a position with Client within such two-year period, in addition to all other rights and remedies available to Walker.

Proprietary Information

The information contained in this proposal is confidential, privileged, and only for the Client and may not be shared, published, or redistributed without prior written permission from Walker Consultants.



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

☐

Ongoing Sole Source – 365 days

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One Time Sole Source Request

1. Provide a detailed explanation of the good or service to be purchased and vendor.

Walker Parking will provide the following services:

The following services for the demolition of the McClellan Street Remp will include:

- Site visit to verify existing conditions
- Develop plans and specifications for construction demolition
- Incorporate hazardous materials handling during construction
- Construction Monitoring
- Attend design and construction meetings

2. Provide a brief description of the intended application for the service or goods to be purchased.

The Engineering department will use the specifications and plan set to publicly bid the project. The project will include the demolition of the McClellan Street Ramp and the restoration of the site.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

Walker Parking Consultants has a vast working knowledge of existing ramps. They are responsible for the design of the McClellan Street ramp and have been involved with the maintenance and repairs of these ramps since their construction. The working knowledge of the ramps and the past maintenance history makes them uniquely qualified to perform the work. Walker the unique expertise of having performed these same services for other communities.

4. Describe your efforts to identify other vendors to furnish the product or services.

The demolition of a parking ramp is a unique project and to the knowledge of the City, no local engineering firms have experience in parking ramp demolition.

5. How did you determine that the sole source vendor's price was reasonable?

Engineering costs to prepare plans and specifications typically run between 8-15% of the construction costs. The estimated construction cost of the demolition is \$1.5 million. The proposed fee represents approximately 6% of the construction cost which puts it below typical engineering costs.

6. Which of the following best describes this sole source procurement? Select all that apply.

- ☒ Product or vendor is uniquely qualified with capability not found elsewhere.
- ☐ Urgency due to public safety, serious financial injury or other. (explain)
- ☐ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- ☐ Lack of acceptable quotes or bids.
- ☐ Product compatibility or the standardization of a product.
- ☐ Continuation of a phased project.
- ☐ Proposal development is uneconomical.

Department: Public Works

Preparer: Allen M. Wesolowski

Vendor Name: Walker Parking Restoration Consultants

Expected amount of purchase or contract: \$92,480

Department Head Signature:

Date:

Finance Director Signature:

Date: