

CITY OF WAUKESHA

Administration

201 Delafield Street, Waukesha, WI 53188
 Tel: 262.524.3701 fax: 262.524.3899
 www.waukesha-wi.gov

| | |
|--|--|
| Common Council Item Number: ID# 19-0732 | Date: May 20, 2019 Council June 4, 2019 |
| Submitted By: Ron Grall, Director of Parks, Recreation & Forestry Keith Johnson, Grounds Maintenance Supervisor | City Administrator Approval: Kevin Lahner, City Administrator KL |
| Finance Department Review: Rich Abbott, Finance Director RA | City Attorney's Office Review: Brian Running, City Attorney BR |
| Subject: Approval of the proposed Electro Static painting Agreement between Electro-Glo. and the City of Waukesha. | |

Details:
 WPRF recommends the continued use of contracted services to complete the last part of a 4-year painting project of the light poles and railings throughout the Riverwalk and Frame park. The use of contracted services has been in place for years and has proven to be a cost-effective approach in achieving desired results.

Options & Alternatives:
 WPRF could attempt to paint or replace the infrastructure in house, however we do not have the equipment or expertise to do a large-scale painting project. This would detract from primary park maintenance duties as additional resources and new equipment would need to be purchased to accomplish the task.

Financial Remarks:
 As part of the 2019 Parks Capital investment Program, \$17,000 was earmarked for the Riverwalk improvements. 5573-68290, to cover the cost of contracting out electrostatic painting of City/Park infrastructure.

Executive Action:
 Recommend approval of the electrostatic painting agreement between Electro-Glo and the City of Waukesha and authorize the Mayor to enter into this contact.



CITY OF WAUKESHA
PARKS, RECREATION AND FORESTRY DEPARTMENT
Fertilization and Weed Control

RFQ RECEIVED:
5/15/19

BID

Eletro – Glo of Wisconsin inc
1320 Orchard Circle
Oconomowoc, WI 53066

\$ 12,690.00

DK's Electrostatic Paining
N48w25395 Aberdeen Dr
Pewaukee, WI 53072-1330

no bid received

Bern Electrostatic Painting
523 W National Ave
Milwaukee, WI 53204

no bid received

No additional bids received

QUOTATION SUBMITTAL FORM
(Print/Type Information)

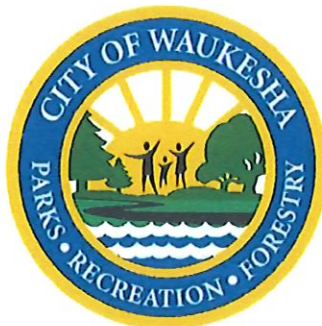
1. NAME OF CONTRACTOR: ELECTRO-GLO OF WISCONSIN INC.
2. BUSINESS ADDRESS: 1320 ORCHARD CIRCLE
3. City: OCONOMOWOC State: WI Zip Code: 53066
4. CONTACT PERSON: FRED DOWLING
5. PHONE NUMBER(S): 414 331-6686 / _____
6. EMAIL: FJD4729@AOL.COM
7. AUTHORIZED SIGNATURE: *Fred Dowling* DATE: 5-13-19
8. TITLE: PRESIDENT/OWNER

Light poles - \$ 298.00 each X 10 \$ 2,980.00

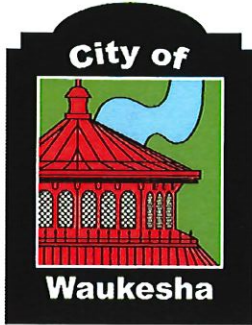
Flag poles - \$ 450.00 each X 2 \$ 900.00

Pergola - \$ 8,800.00 each X 1 \$ 8,800.00

TOTAL (Lump sum) \$ 12,690.00



NATIONAL
Gold Medal Winner



PARKS, RECREATION & FORESTRY

1900 AVIATION DRIVE
WAUKESHA, WISCONSIN 53188-2471
TELEPHONE 262/524-3737 FAX 262/524-3713

Ron Grall, Director
rgrall@waukesha-wi.gov

IMPORTANT NOTICE TO PROSPECTIVE CONTRATORS

Enclosed for your consideration, please find a Request for Quotations (RFQ) for the provision of contracted Electro static painting services of selected arear of the City of Waukesha's River Walk Park area starting in spring 2019.

Carefully read and review all information provided. Enclosed you will find pertinent maintenance specifications, median location maps and required price quote submittal forms. Please note that the maps are provided for your reference only. It is **strongly recommended** that you personally inspect and review the indicated areas prior to submittal.

Submittals may be mailed, emailed or delivered in person in a sealed envelope marked "**Electro Static Painting Services**" to:

**City of Waukesha
Parks Recreation & Forestry Department
1900 Aviation Drive, Waukesha, WI 53188
ATTEN: Keith Johnson
Deadline for submittal: 12:00 pm Wednesday May 15th, 2019**

The City of Waukesha reserves the right to accept or reject all or part of any submitted quote and select the contracted service deemed most advantageous to the City of Waukesha.

If you have any questions regarding the completion/submittal of the RFQ, please contact:

**Keith Johnson, Supervisor
Grounds Maintenance Division
City of Waukesha
Parks, Recreation & Forestry Department**

kjohnson@waukesha-wi.gov

Phone: (262) 524-3722

Cell: (262) 993-2083

Fax: (262) 524-3713

REQUEST FOR QUOTATIONS (RFQ)
Electro Static Painting Services
City of Waukesha Riverwalk Area

REQUIRED TERMS & MAINTENANCE SPECIFICATIONS

1. Prior to Submitting a Bid Proposal.

Bidders must do their due diligence and investigate the Project thoroughly before making a bid, to determine whether the Bidder can perform the required work. By submitting a bid, Bidders certify to the City that they can perform the work required to complete the Project, in compliance with the terms of the Request for Proposal and the Contract Documents. Bidders must examine the worksite and read all bid and Contract Documents carefully. If Bidders have questions about the Contract Documents and their legal effects, they should get the advice of their own legal counsel. Before performing any subsurface investigation, Bidders must obtain permission from the City. Bidders shall be responsible for obtaining the location of any underground utilities from the appropriate utility and shall be responsible for the protection of such utilities during subsurface investigation.

The successful Bidder shall furnish, at its own expense, all labor, transportation, tools, machines, equipment, materials, supplies, fuels, power and all else necessary to perform in strict conformity with the terms of the Contract Documents.

Any questions, potential problems, suspected inaccuracies, errors, or omissions in the Contract Documents must be brought to the City's attention immediately. Substantial corrections may result in re-letting the Project for bids. Changes or clarifications may be made by the City by Addenda to Bidders and each Addendum shall be considered part of the Contract Documents. The successful Bidder may not assert any claim against the City arising out of its failure to bring to the attention of the City any matter which should reasonably have been discovered by the Bidder prior to the submission of its Bid.

2. Submitting a Bid Proposal.

Miscellaneous

No. 1 - For information regarding the proposed project contact Keith Johnson, Grounds maintenance Supervisor at 262-524-3722 or kjohnson@waukesha-wi.gov

No. 2 - The Riverwalk will always be open. The contractor will have to secure the work area. The contractor must be respectful of visitors. A designated area for the contractors to park will be established by the City of Waukesha. The Contractor must secure their site at the end of each day.

No. 3 - The contractor is responsible to catch all paint chips that are removed from the metal. Due to the proximity to the Fox River, the contractor must prevent debris from entering the water way.

No. 4 - No materials can be stored at the Riverwalk area.

No. 5 - Work is to be done under the direction and subject to inspection by the Park Recreation Department, the City Engineering Department, or a duly authorized representative.

No. 6 - The City of Waukesha will remove all banners from the poles prior to the work beginning

No. 7 - The benches in the Riverwalk area will not be electrostatically painted, therefore are not to be included in this bid.

No. 8 - Preparation of all metal Pergolas and light/banner poles to be electrostatically painted.

- a. Build the system to catch the debris being removed from the metal.
- b. Remove/Scrape all loose flaking paint. Remove Heavy rusted areas with angle grinders and palm sanders.
- c. All debris must be removed and cleaned from the work zone.
- d. Use purple Power Detergent or equal to wash all surfaces.
- e. Mask/cover all areas/sections to be painted.
- f. Apply New Coatings.
- g. Remove all prep when project is complete.

No. 9 - General Product Specifications:

- a. Diamond Vogel Protective Product Line Primer or equal
- b. V-Tech 600 Good Corrosion Resistance
- c. Cote-All Good Barrier Coating. Applied over V-600 or Hallman Lindsay MetalGuard 330.
- d. Top Coat Pinnacle 460-330-450 Acrylic Polyurethane or Accessa Coatings Futurac Acrylic Polyurethane.

No. 10 - Painting Procedure:

- a. Apply V-Tech Primer or equal per manufacturer's recommendations.
- b. Apply Cote All Barrier Coating per manufacturer's recommendations.
- c. Apply Top Coat per manufacturer's recommendations.

No. 11 - Submittals:

- a. Product data
 - i. Submit complete materials list of items proposed for the work. Identify materials source.
- b. Submit samples.
 - i. Color and finish

No. 12 - The following provisions are required between the City of Waukesha and the Contractor:

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, disability, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, disability, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship.

No. 13 – Maps are provided for reference and locations of the Light poles (10), Flag poles (2) and Pergola (1) you are encouraged to inspect and view all areas.

No. 14 – Bid Submittal Please use the attached from or submit an itemized bid per are. i.e.

- light poles - \$ xx.xx each
- flag poles - \$ xx.xx each
- Pergola - \$ xx.xx each

Project Completion Schedule

No. 15 - The work in this Contract must be Substantially completed by Friday, October 25, 2019 (Date of Substantial Completion) per the Contract Documents.

Engineering and inspection services will be provided for all construction covered under this Contract. After the Date of Substantial Completion, Liquidated Damages of five hundred dollars (\$500.00) per day will be applied.

No. 16 - The work contained in this Contract is to be done in accordance with the City of Waukesha Standard Construction Specifications – 2018 Edition, the Specifications for Water Main & Service Lateral Materials and Installation of Water Main & Appurtenances for Waukesha Water Utility of the City of Waukesha dated February 28, 2011, the regulations of the Wisconsin Department of Natural Resources (WDNR), AWWA Specifications, Manufacturers' Recommendations and the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, except as provided for within this document.

All applicable sections of the revised City of Waukesha Standard Construction Specifications are available to bidders on the City of Waukesha's website:

<http://www.waukesha-wi.gov/1129/Construction-Projects>

No. 17 - Payment. The contract fee to be paid to the Contractor shall be \$ 12,690.00. Contract shall be paid once, in one lump sum, upon Contractor's completion of its obligations under this Contract, not later than November 30th 2019.

No. 18 - **Indemnification.** Contractor shall indemnify and hold the City harmless from any and all claims, demands, causes of action, lawsuits, penalties, losses, judgments, liabilities or other obligations of any kind arising out of, or connected in any way with, Contractor's performance of its obligations under this Contract.

No. 19 - **Insurance.** Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during the performance of its obligations under this Contract. Policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement making the City an additional insured, and Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in

Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.

- a. Commercial general liability, \$1,000,000 per occurrence, \$2,000,000 aggregate.
- b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
- c. Umbrella, \$5,000,000.

No. 20 - Parties Are Independent Contractors. Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.

No. 21 - Governmental Immunities and Notice Requirement Preserved. Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.

No. 22 - Corporate Authorization. The individuals executing this Contract on behalf of the Contractor represent that they are duly authorized to bind the Contractor contractually. Contractor represents that the execution of this Contract is not prohibited by the Contractor's articles of incorporation, by-laws or other internal operating orders, or by any applicable law, regulation or court order.

No. 23 - Assistance of Counsel, Voluntary Contract. The Parties acknowledge that they have either had the assistance of legal counsel in the review and execution of this Contract, or have voluntarily waived the opportunity to do so; that they have read and understand each of this Contract's terms, conditions and provisions, and their effects; and that they have executed this Contract freely, of their own volition, and not under conditions of duress.

No. 24 - Adequacy of Consideration. The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.

No. 25 - Costs of Enforcement. The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.

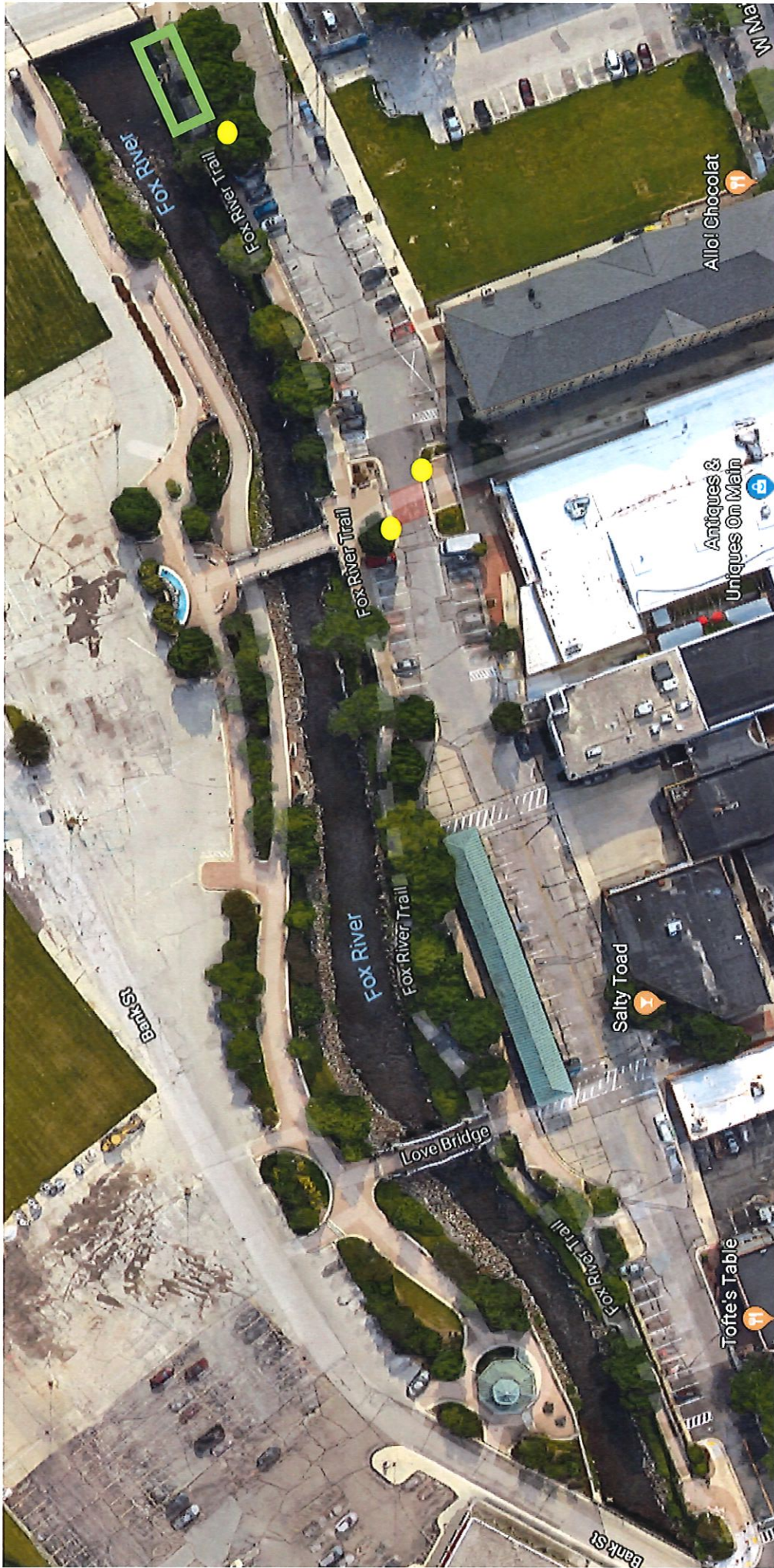
No. 26 - Integration. This Contract embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.

No. 27 - Amendments. No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the Parties to this Contract.

No. 28 - Severability. If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.

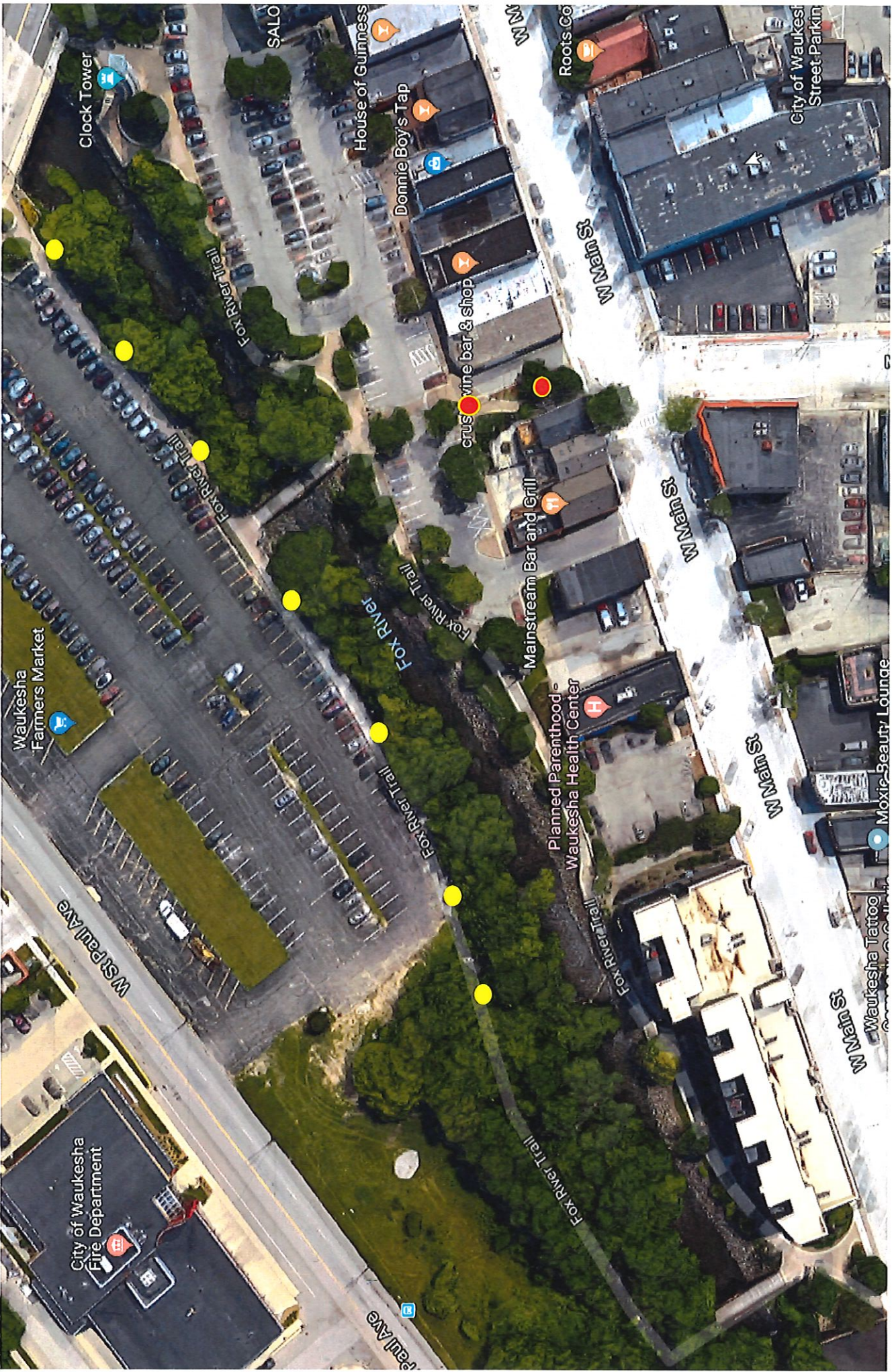
No. 29 - Survival and Parties Bound. Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.

No. 30 - **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.



--- Pergola

--- Light pole (3)



● Flag Pole (2)

● Light Pole (7)

CITY OF WAUKESHA, WISCONSIN

5-Year Community Investment Program
2019-2023

| | |
|--|--|
| Department | Park / Rec / Forestry |
| Dept. Head | Ron Grall |
| Project Contact | Melissa Philipps/Keith Johnson |
| Useful Life | 15 Years |
| Category | Park and Recreation |
| Priority | 1 - MUST be done this year. Cannot defer. |
| Total Project Cost \$ 1,036,000 | |

| | |
|---------------------|------------------------|
| Project Name | Riverwalk Improvements |
|---------------------|------------------------|

Description
Electrostatic painting of pergolas and kiosks, with an emphasis on Davies, Dreyfuss and Veterans plazas. The replacement of existing piers and approaches will take place in phases. The resetting of paver bricks as well as integration of stamped colored concrete, and crack-filling and sealing of asphalt pavement is needed in order to maintain maintenance standards and will also occur in phases. The wooden gate at the turnarounds is damaged and cannot open fully. The new gate will match the existing fence design in the park.

Justification/ How does this increase service to residents?
The Riverwalk is used by hundreds of patrons every day, with an increase of users for special events. The Frame Park piers, selected park furnishings and sections of trails/walkways are in need of replacement. Saratoga Lake (Frame Park) has become increasingly silted in over the years. The Badger Ski Show, kayak and canoe rentals, and other users need the water to maintain a certain depth for their activities.

| Fund-Org.-Object-Project | Funding Sources | FY '19 | FY '20 | FY '21 | FY '22 | FY '23 | Total |
|--------------------------|-----------------|------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| 0420-5573-49110 | 10-yr GO Debt | \$ 70,000 | \$ 307,500 | \$ 170,000 | \$ 280,500 | \$ 208,000 | \$ 1,036,000 |
| Total | | \$ 70,000 | \$ 307,500 | \$ 170,000 | \$ 280,500 | \$ 208,000 | \$ 1,036,000 |

| Fund-Org.-Object-Project | Expenditures | FY '19 | FY '20 | FY '21 | FY '22 | FY '23 | Total |
|--------------------------|---|------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| 0420-5573-68290 | Painting Light Poles / Railings / Bridges | \$ 17,000 | \$ - | \$ - | \$ - | \$ - | \$ 17,000 |
| 0420-5573-68290 | Piers (2) | \$ - | \$ 22,500 | \$ - | \$ 22,500 | \$ - | \$ 45,000 |
| 0420-5573-68290 | Pathways | \$ - | \$ 250,000 | \$ - | \$ 250,000 | \$ - | \$ 500,000 |
| 0420-5573-68290 | Lighting | \$ 25,000 | \$ 35,000 | \$ 120,000 | \$ - | \$ 50,000 | \$ 230,000 |
| 0420-5573-68290 | Roundabouts & Gates | \$ 28,000 | \$ - | \$ - | \$ - | \$ - | \$ 28,000 |
| 0420-5573-68290 | Benches (5) | \$ - | \$ - | \$ - | \$ 4,000 | \$ 4,000 | \$ 8,000 |
| 0420-5573-68290 | Trash Receptacles (4) | \$ - | \$ - | \$ - | \$ 4,000 | \$ 4,000 | \$ 8,000 |
| 0420-5573-68290 | Dreyfuss Fountain | \$ - | \$ - | \$ 50,000 | \$ - | \$ - | \$ 50,000 |
| 0420-5573-68290 | Barstow Plaza Planters & Gazebo | \$ - | \$ - | \$ - | \$ - | \$ 150,000 | \$ 150,000 |
| Total | | \$ 70,000 | \$ 307,500 | \$ 170,000 | \$ 280,500 | \$ 208,000 | \$ 1,036,000 |

Operational Impact/Other
Regular upkeep of facilities ensures that all meet ADA code, and best practices ensures a safe environment for users. A secure gate ensures prevention of vehicles driving through a pedestrian area.