



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Monday, September 11, 2017	7:30 PM	De Pere City Hall Council Chambers
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Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **September 11, 2017 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting can be viewed LIVE at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call

II. Public Comment

III. Items

1. Approval of the Board of Public Works August 7, 2017 Meeting Minutes.
2. Consider Draft Request for Proposals (RFP) for James St. Design.*
3. Discuss West Industrial Park Bicycle Improvement.

IV. Future Agenda Items

V. Adjournment

***Items with an asterisk require City Council approval.**

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday September 9, 2017 so that arrangements can be made.

Agenda Sent To:

Mayor

Alderspersons

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject (s) over which they have decision-making responsibility.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: September 11, 2017

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of the Board of Public Works August 7, 2017 Meeting Minutes.

ATTACHMENTS:

- Draft BOPW August 7, 2017 Meeting Minutes (PDF)



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Monday, August 7, 2017

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh

Attendee Name	Title	Status	Arrived
James Boyd	Aldersperson	Present	
Dan Carpenter	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Others present were Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, and Pam Denis, Recording Secretary.

II. Public Comment

None

III. Items

- Approval of the Board of Public Works July 10, 2017 Meeting Minutes.

Aldersperson Raasch moved to approve the July 10, 2017 Board of Public Works minutes, Aldersperson Carpenter seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

- Consider Full or Partial Closure for Main Avenue & Lawrence Drive Roundabout During Construction.*

Eric Rakers reviewed the two design scenarios that were proposed for the 2018 roundabout construction at Main and Lawrence. The preliminary design layouts for construction were coordinated with the Department of Transportation (DOT). City Engineer Rakers explained that the design options were for a full closure of the intersection of Lawrence and Main and a partial closure design for that intersection. The estimate for a full closure is \$2,100,00 and a partial is \$2,500,000. JT Engineering's design and construction management estimate for a full closure is \$221,600 and for a partial closure is \$264,400.

Eric Rakers stated that a public information meeting was held on June 6th to gather input from property owners in the area of the roundabout. From that meeting and letters, six parties prefer a full closure and two parties (both representing Festival Foods) preferred the partial closure. Construction is anticipated to start in March or April and last through much of the construction season. The full closure of the intersection is anticipated to last 60 days and occur sometime between June and August. Staff has been meeting with Festival Foods to minimize the construction impact and to re-route the western driveway into their parking lot. City Engineer Rakers stated that the staff recommendation was for

a full closure which would result in approximately \$442,800 savings in design and construction costs and that funding would come from the TID account.

Discussion followed.

Aldersperson Boyd moved to approve the full closure of the roundabout intersection and design and construction plan, Aldersperson Raasch seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

3. Consider Proposed Storm Sewer-Drainage Easements - Cornellius Martin Court.*

Eric Rakers, City Engineer, presented the budgeted swale stabilization project for a storm water drainage swale from a City storm sewer off of Cornellius Martin Court. He stated that this swale is severely eroded causing trees to fall in the conservancy area. The City has easements at the storm sewer but not the swale where the erosion is occurring. Staff is prepared to excavate, install geotextile fabric and riprap the storm water drainage swale to prevent further erosion. He stated staff has been working with these properties to obtain easements at no cost to the City.

Discussion followed. Mayor Walsh moved at 7:50PM to open the meeting to allow public comment, Aldersperson Boyd seconded the motion. Upon vote the motion passed. Dennis Carr, one of the property owners, thanked the Board of Public Works and Eric for the fine job and excellent proposal they were working on to resolve the problem. Mayor Walsh moved to return to regular session at 7:53PM, Aldersperson Raasch seconded the motion. Upon vote, the motion passed.

Aldersperson Raasch moved to approve the acceptance of the three storm sewer/drainage easements after the City receives signatures from the property owners. Aldersperson Carpenter seconded the motion, upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

4. Consider Project Approach and Timeline for Sidewalk Construction on Lawrence Drive from Scheuring Road to Main Avenue.

City Engineer Rakers, reviewed the request from the Board of Public works for sidewalk installation for Lawrence Drive from Scheuring Road to Main Avenue. He explained that staff has been working on the preliminary design of sidewalk for the east side of Lawrence Drive from Scheuring Road to Main Avenue. He also reviewed the criteria for providing pedestrian friendly facilities for high volume areas, i.e. connectivity and safety and access to local businesses. Per the map, Lawrence Drive is one of the last arterial roads to have sidewalks installed.

Discussion followed, including but not exclusive to timeline for construction, assessment, the safety issue for pedestrian along that stretch of Lawrence Drive, and the need to have a public information meeting prior to presenting to the Board of Public Works and Common Council for approval. City Engineer Rakers agreed that a survey of residents in that area could be done.

Aldersperson Raasch moved to approve the staff recommendation for the Lawrence Drive sidewalk installation project approach and timeline, Mayor Walsh seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

5. Consider Recommendations from City Engineer from Parking & Traffic Action Items.

City Engineer Rakers reviewed four recommendations for parking and traffic items. The first item was for “No Parking Here to Corner” signs to be placed at Ninth Street and Lois Street. Staff was split on whether signs should be installed here. He stated that neighbors had expressed concern that cars were parking too close to that intersection. The staff review found that cars were not parking too close to the intersection and signs may not be needed. . There had been interest by neighbors and Common Council to place signs. Discussion followed. **Mayor Walsh moved to approve “No Parking Here to Corner” signs at the intersection of Ninth and Lois Streets, Aldersperson Boyd seconded the motion. Upon vote, the motion passed, with Aldersperson Raasch voting nay.**

City Engineer Rakers reviewed the remaining three items: a staff recommendation that parking be eliminated on the south side of Park Street between Ninth Street and Sunrise Court due to the narrow nature of the street and difficulty with plowing when cars park on both sides, the elimination of one parking stall east of the ATM Exit at 441 Main Avenue, Chase Bank to improve exiting vision, and staff recommendation to add signs in the alley north of Main between Third and Fourth to clarify which stalls are for public parking.

Mayor Walsh moved to approve all three recommendations as presented, Aldersperson Hansen seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	James Boyd, Aldersperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Michael J. Walsh
NAYS:	Dean Raasch

6. Discuss Updates from the City Engineer for Parking & Traffic Minutes.

City Engineer Rakers reviewed a list of non action items discussed at Parking and Traffic including : Parking and Parking Lot items, Signage and Signals, Speed issues and some miscellaneous items. Discussion followed.

IV. Future Agenda Items

None.

V. Adjournment

Mayor Walsh moved to adjourn, Aldersperson Raasch seconded the motion. Upon vote, the motion passed and the Board of Public Works meeting was adjourned at 8:35pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: September 11, 2017

DEPARTMENT: Economic Development

FROM: Bill Boyle

SUBJECT: Consider Draft Request for Proposals (RFP) for James St. Design.*

The City Council approved 2017 TID #7 funding to be used to redesign the streetscape for a two block section of James Street. This type of improvement is supported by the Downtown Master Plan and has become timely due to the filling of the fountain in front of the Union Hotel. The fountain mechanics had been deteriorating for a number of years. At a meeting in February of 2016, a group of stakeholders (including business owners, property owners, Historic Preservation Commission representatives and Definitely De Pere representatives) unanimously supported fountain removal and the consideration of a broader streetscape project to enhance the pedestrian realm. The Economic Development and Planning Department seeks to move forward selecting a design firm to create a streetscape for James Street between Broadway and Wisconsin Streets. The attached RFP has been drafted to begin that process. The RFP includes project objectives, summarized scope of work, deliverables, criteria for evaluation and anticipated timeline. If recommended, the RFP will be sent to the Common Council for approval on September 19, 2017.

If you have any questions regarding this item prior to the meeting, please contact me at 920-339-4043 or bboyle@mail.de-pere.org

ATTACHMENTS:

- James St_RFP_BOPW (PDF)



REQUEST FOR PROPOSALS

City of De Pere, Wisconsin

James Street Streetscape Conceptual Design & Design Development

Economic Development & Planning Department

Issued: September 20, 2017

Proposals Due: October 30, 2017 by 4:00PM

A. Community Overview

The 24,000 people, who call De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents.

The residences, businesses and commercial areas are connected with a transportation and green space network that accommodates cars, bikes and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining and entertainment.

B. Project Background

To continue the momentum occurring in downtown, the City of De Pere Planning Department ("City") is soliciting proposals from qualified Consultants for streetscape design, cost estimating and design development document preparation. This project will revitalize a ½ acre portion of James Street, a highly visible and important pedestrian gateway in downtown De Pere.

In 1985 the City installed a decorative fountain to improve the public space at James and Broadway streets. After many years of enjoyment, and despite continued maintenance, the mechanical systems of the fountain began to deteriorate. In recent years it has become a growing maintenance challenge. In 2016, a group of stakeholders (including property owners, business owners and representatives from the Historic Preservation Commission, unanimously supported fountain removal and the consideration of broader streetscape plan rather than fountain replacement. The City managed to repair the fountain so that it worked during the summer of 2016 but it did not function in 2017. In July, the empty fountain was deemed a safety hazard and filled with decorative stone until a new streetscape design can be implemented.

C. Design Vision

This project will enhance and expand the public realm in De Pere by developing an impressive streetscape that is enjoyed by both residents and tourists alike. With ample comfortable seating, inviting vegetation and the possibility of a water feature and public art display, the James streetscape project should be as inviting for a quiet cup of coffee and newspaper as it is for exploration, leading the guest back to the treasures of Wisconsin Street and beyond.

After site analysis and collaboration with City Stakeholders, Consultants will provide three conceptual options for the streetscape. The options will then be evaluated, with portions from any option being incorporated into the final conceptual design.

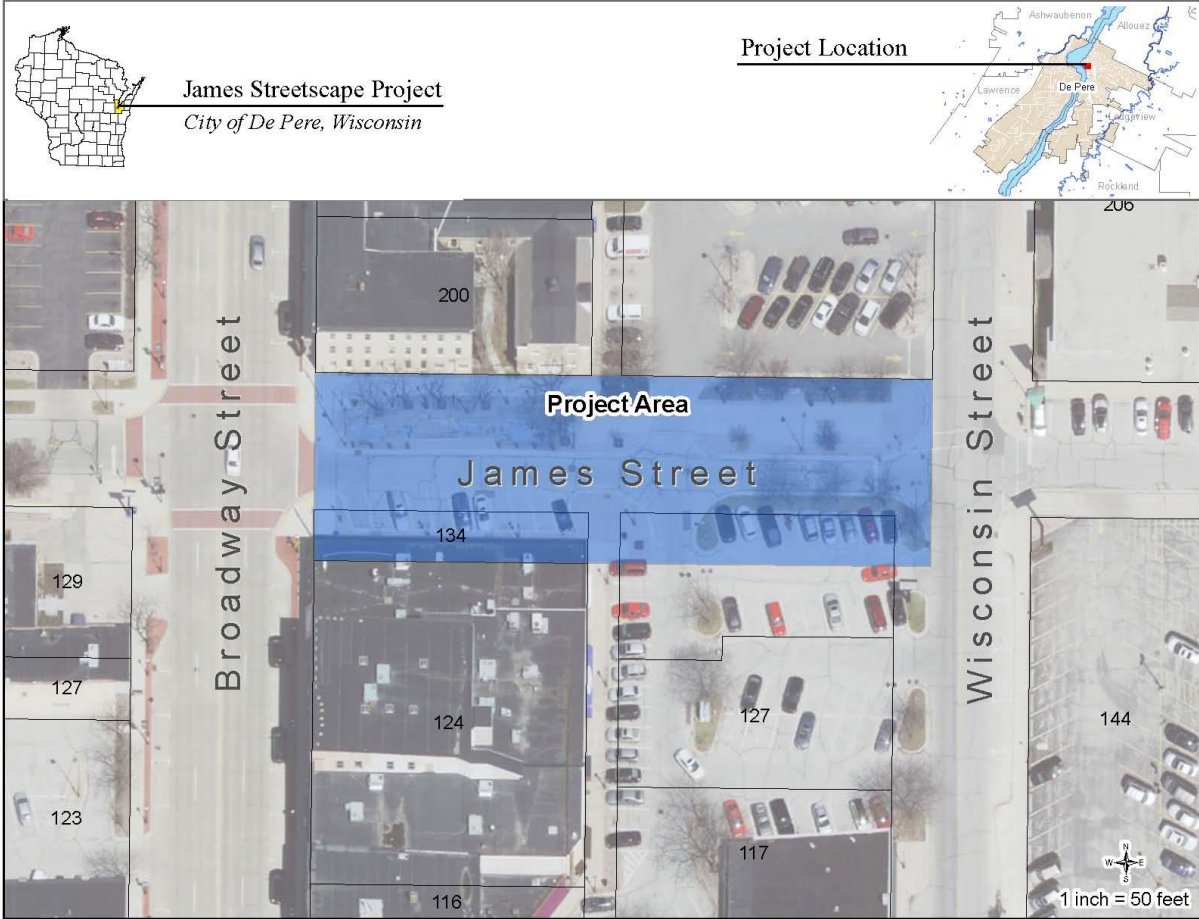
Option One. This should be the least expensive option from a design & construction perspective. Consultants should consider the entire site and produce an economical design to include some seating, tree and planting enhancements as well as other cost-conservative features.

Option Two. This option will build upon option one and add features to make the James Streetscape more appealing such as additional seating and a water feature.

Option Three. This option will include the best design possible including the features outlined in section D, to create a public space that is designed to impress the most discerning visitor.



Picture of James Street Fountain



D. Project Objectives

Project considerations for the James Streetscape include, but are not limited to the following. Additional objectives may be drafted based on input received in Phase 1.

1. Design a streetscape that reflects the recommendations of the De Pere Downtown Master Plan and will enhance the idea of “De Pere as a destination” for residents and visitors, while increasing traffic to local businesses.
2. Integrate appropriate pedestrian amenities to provide a comfortable experience making guests feel welcome and comfortable. (Benches/seating, trash receptacles, pedestrian oriented lighting, bike racks, etc...)
3. Address the suitability of a new water feature or other feature to replace the fountain.
4. Incorporate the rich history of De Pere in a manner keeping with the overall design.
5. Select trees and plantings appropriate to our geography regarding survivability over winter and heavy salt use on nearby streets.
6. Create options for landscape features. The species of perennials, grasses and shrubs should be chosen for their hardiness as well as textural and color variation.
7. Include options for the display of public art. The displays could be rotating and would require lighting.
8. Maintain the strong pedestrian connections and walkability of the area.
9. Consultant will maintain or increase the amount of public parking on James Street.

E. Scope Of Services

Phase 1 – Inventory and Analysis

Task 1: Project Assessment, Area Analysis and Preliminary Design.

- Introductory Conference Call with City Staff.
- Review of project history, scope and schedule.
- Review and research of City documents, preferences and history to develop an understanding of the community and project area.

Task 2 -On Site Meeting #1: Kick off meeting with City Staff.

- Review of information collected in Phase 1
- Site Visit

On Site Meeting #2: Meeting with Project Stakeholder Group.

- Facilitated discussion on design objectives.
- Visual Preference Survey.

Task 2 Deliverables

- Summary of meetings and visual preference survey

Phase 2 – Conceptual Design and Design Refinement

Task 3: Conceptual Design Development

- Develop 3 Conceptual Designs based on project objectives and three options.
- Include accompanying renderings and/or comparable images to illustrate design intent.
- Submit designs to the City for Review with estimated cost ranges.

- Incorporate revisions from design team into presentation ready renderings.

Task 3 Deliverables:

- Preliminary design site plans and renderings for all three options.
- Preliminary construction estimates.
- Provide schedule options for public meeting. Meeting to include a minimum of two members from Consultant team.

Task 4 (On Site meeting #2): Two meetings on the same day that will include one facilitated open house for the public and a presentation to the Common Council.

- Pre-meeting with City Staff

Open House

- Provide presentation on background, reasoning and design of streetscape.
- Provide full review of each of the three renderings.
- Gather public input for each of the three options
- Gather public input regarding cost acceptability.

Common Council Meeting

- 10-15 minute presentation that includes project background and review of three design alternatives.

Follow Up

- City staff to set up a web based survey tool in order to gather public input on the three options.

Task 4 Deliverables:

- Facilitated public meeting. Evening meeting, date and site will be determined by the City.
 - Facilitated meeting to be conducted by Designer and Project Manager from Consultant team.
 - Presentation should include printed and visual displays and digital media (for example PowerPoint).
 - Provide DVD or flash drive containing a digital copy of all presentation materials.

Task 5 – Final Conceptual Design

- Review public suggestion/comments to incorporate into the best liked design.
- Follow up with Design Team to guide incorporation of public comments into design.
- Develop preferred conceptual design alternative.
- Include accompanying renderings and/or comparable images to illustrate design intent.
- City staff to provide final design to Board of Public Works and City Council for review and approval.

Task 5 Deliverables

- Color to-scale conceptual site plan with accompanying renderings and/or imagery as needed to illustrate design intent.
- Preliminary Line Item Cost Estimate.

Phase 3 – Design Development Documents

Task 5: Design Development Documents

- The Consultant will prepare design development drawings in order to refine the final conceptual design.

Task 5 Deliverables:

- Design Development Drawing set. The Consultant is responsible for ensuring the documents are in accordance with all applicable codes and regulatory requirements, including ADA accessibility guidelines and environmental regulations.
 - Utility Plans
 - Preliminary grading, include contours, critical spot elevations.
 - Hardscape Plan, including materials and installation methods
 - Landscape Plan, including locations and types of landscape material.
 - Site lighting and details, identify fixtures.
 - Irrigation plans and details, if needed.
 - Details for any unique site features.
 - Details for site furnishings.
- PDF/Drawing files of all final, City approved design plans, specification documents and details.
- 2 printed to-scale drawing sets.

F. Submittal requirements

1. Statement of Qualifications- Brief introduction of the Consultant organization. Summary of your understanding of the project and why your team is best suited to complete the scope of work.
2. Team biographies for all staff proposed to be included on the project.
3. Any proposed revisions to the Scope or Task List.
4. Several design examples, with accompanying construction costs, from similar projects.
5. A minimum of 3 client references.
6. Timeline for project completion. Fee schedule for all tasks as described in section E- Scope of Services.

G. Evaluation Criteria

1. Proposals will be evaluated based on overall approach, team experience and qualifications, budget, organizational structure, methodology, schedule and fit with the City of De Pere.
2. This project requires experience in the following areas. Preference will be given to Consultant teams who demonstrate mastery and comparable experience in:
 - Urban Design and Streetscape design.
 - Public participation and meeting facilitation.
 - Cost estimation.
 - Collaborative approach and methodology.
 - Cost. The final fee should be expressed as an hourly not to exceed.

H. Interview/Candidate Meeting

Interviews may be requested with finalist(s) allowing the City and consultant to get to know another and discuss project details. However, De Pere reserves the right to award a contract on the basis of proposals only.

I. Budget

Proposals should provide a work plan that best meets the above objectives and scope within a range of \$25,000-\$44,000 and should include all travel and incurred costs.

J. Consultant Contract

The City utilizes its own consultant contract when formalizing the consultant arrangement. A sample copy of that Consultant Agreement is attached.

K. Anticipated Project Schedule

September 20 2017 RFP Distribution

October 2, 2017 5PM Questions due via email to the City. Please send via email to bboyle@mail.de-pere.org

October 5, 2017 Responses to questions posted on the City Website (via the Community Development – Economic Development page)

October 30, 2017 4PM Proposals due. Proposals delivered after this time will be rejected.

November 2017 Proposal Reviews and Consultant Interviews

December 2017 Common Council Approval of Consultant and Contract

January 2017 Project Commencement

L. Proposal Submission Requirements

- Due to the City of De Pere no later than 4:00PM on October 30, 2017.
- 5 hard copies and a digital copy in PDF format (email file size no larger than 14 MB. USB flash drives or other file sharing hardware will only be returned upon request).
- Proposals should be sent to:
 City of De Pere – Economic Development & Planning Department
 Bill Boyle, PMP, GISP
 Project Manager
 335 South Broadway Street
 De Pere, WI 54115
bboyle@mail.de-pere.org
- The City of De Pere is not responsible for any costs incurred by parties responding to this RFP.

M. Additional Resources

City of De Pere: <https://www.de-pere.org/>

Comprehensive Plan, Downtown Master Plan, Historic Neighborhood Preservation Plan:
<https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730>

De Pere Chamber: <http://deperechamber.org/>

Definitely De Pere: <http://definitelydepere.org/>

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016,
by and between the City of De Pere, Wisconsin, ("City"), and _____
_____, ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description)
_____; and

WHEREAS, the Consultant has available and offers to provide personnel and facilities
necessary to accomplish the work within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) ____ City Request for Proposals (Exhibit A) and
Consultant's Proposal thereto dated ____ (date) ____ (Exhibit B), both of which are attached hereto and
incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of
Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and
this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is
necessary to make changes in the project as described in the exhibits, such changes will be
incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to
the scope of services as identified therein shall be defined in writing and authorized by both
parties prior to performing such work. Such writing shall include the scope of work to be done,
schedule for commencing and completing the work and the basis for compensation for such
work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard
specifications, and other information concerning the project that may be applicable in the
design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm, or create a risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

If to Consultant:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\Consultant Agreement Template revised 2-22-16.docx

Attachment: James St_RFP_BOPW (6221 : Consider Draft Request for Proposals (RFP) for James St. Design*)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: September 11, 2017

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Discuss West Industrial Park Bicycle Improvement.

ATTACHMENTS:

- BOPW TID 12 Path Memo 9-11-2017 (DOCX)
- Bicycle Pedestrian Improvements CIP (DOCX)

City of De Pere MEMORANDUM



To: Board of Public Works
 From: Kimberly Flom, Economic Development & Planning Director
 Date: September 11, 2017
 RE: **2017 Capital Improvements Plan – TID 12 Pedestrian Improvements**

At the August 15, 2017 Common Council meeting, Alderman Hansen asked for an update on the TID 12 Pedestrian Improvement Project (see attached worksheet) approved as part of the 2017 budget.

The goal of this project is to design and build a pedestrian connection from Samantha Park to the De Pere Dog Park. This project would increase pedestrian/bicycle accessibility and also connect two De Pere recreation destinations. Currently, there are no pedestrian or bicycle-friendly routes to access the Dog Park.



The project had been added to the CIP because of interest in developing the land in this area. We wanted to ensure that funds were available to implement and establishing the appropriate property boundaries or easements before selling the land. The proposed project did not come to fruition and the path moved lower on the priority list. There are also outstanding questions as related to future maintenance of any facility that is constructed. No funds were bonded for this project in 2017. As part of the 2018 budget, the project is being proposed for the 2019 Capital Improvements Project list and has been more accurately categorized and titled as TID 11: Pedestrian Path to Dog Park.

When pursued, this project will be a team effort between Parks, Public Works, and Economic Development & Planning.

Attachment: BOPW TID 12 Path Memo 9-11-2017 (6151 : Discuss West Industrial Park Bicycle Improvement.)

**CITY OF DE PERE SEVEN YEAR CAPITAL IMPROVEMENTS PLAN
2017 - 2023**

CAPITAL PROJECTS WORKSHEET

PROPOSED BY: Economic Development and Planning

DATE PREPARED: 8/30/16

DESCRIPTION OF PROJECT:

Bicycle/Pedestrian Improvements in the West Industrial Park

NEW: X or REPLACEMENT:

PROJECTED COST: \$100,000

PROPOSED METHOD OF FINANCING:

\$

%

GENERAL FUND

CAPITAL IMPROVEMENTS FUND

GENERAL OBLIGATION DEBT

SPECIAL ASSESSMENT

GRANTS

OTHER 100% Funded by TID 12 (\$100,000 total)

ADDITIONAL ANNUAL OPERATING AND MAINTENANCE COSTS (Identify)

N/A

PROJECT JUSTIFICATION

Design and Construction of a path that connects Samantha Park to the De Pere Dog Park in the West Industrial Park

PROJECT RANKINGS

CITY COUNCIL

STAFF RECOMMENDATION

Goal No.

Attachment: Bicycle Pedestrian Improvements CIP (6151 : Discuss West Industrial Park Bicycle Improvement.)