



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Monday, August 8, 2022

7:30 PM

Council Chambers and Virtual

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 **August 8, 2022** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://depercitywi.igmp2.com/>.

I. Call to Order

1. Roll Call

II. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. §6-3(f) DPMC

III. Items

- 1. Approval of the July 11, 2022 Board of Public Works Meeting Minutes**
- 2. Consideration and possible action on the deferral of the sidewalk installation at 3018 Scarlet Oak Road until June 30, 2023***
- 3. Consideration and Possible Action Regarding Definitely De Pere's Request to Install Art Sculptures***
- 4. Consideration and possible action on implementing post-holiday overflow collection bag limit**
- 5. Consideration and possible action on holiday designations for overflow collection**
- 6. Consideration and Possible Action Regarding Public Parking on City Owned Lot at 360 Main Avenue***
- 7. Consideration and possible action on Intergovernmental Agreement Between the City and Town of Ledgeview for Lone Oak & Ledgeview Road Construction***
- 8. Consideration and possible action on approval for Amendment #1 of the State/Municipal Agreement with WisDOT for STP-Urban Grant Project-Lawrence Drive***
- 9. Consideration and possible action on DOT – Revised Municipal Agreement for STH 32***

10. Consideration and Possible Action Regarding Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on 9th Street Water Tower*

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, August 8, 2022 so that arrangements can be made.

Agenda Sent To:

MAYOR

ALDERPERSONS

DEPARTMENT HEADS

DEFINITELY DE PERE

GREG POTTS

DE PERE CHAMBER OF COMMERCE

TV, NEWSPAPERS & RADIO

KRESS FAMILY LIBRARY

KEITH SHIER

DIXON ENGINEERING



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 8, 2022

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Approval of the July 11, 2022 Board of Public Works Meeting Minutes

ATTACHMENTS:

- 2022 0711 CE_BOPW_Draft Minutes (PDF)



Board of Public Works

335 South Broadway
De Pere, WI 54115

<https://www.deperewi.gov/>

Regular Meeting

Draft Minutes

Monday, July 11, 2022

7:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor James Boyd

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Present	
Dan Carpenter	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Remote	
Dean Raasch	Aldersperson	Present	

Others present:

Scott Thoresen, Public Works Director

Eric Rakers, City Engineer

Betty Sellenheim, Recording Secretary

Don Melichar, City Forester/Parks Superintendent

Jim Anderson, 915 Memory Ln

II. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. §6-3(f) DPMC

None

III. Items

1. Approval of the June 13, 2022 Board of Public Works Meeting Minutes

Aldersperson Carpenter moved to approve June 13, 2022 Board of Public Works minutes, seconded by Aldersperson Raasch.

Aldersperson Hansen stated there was a spelling mistake on page 4.

Upon vote, the motion passed unanimously.

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

2. Consideration and Possible Action on Providing Funding for the Removal of Stumps in the Right of Way*

Mayor Boyd provided an overview of the request for funding.

Mayor Boyd moved to approve funding from undesignated reserves for removing stumps in the street right-of-way, seconded by Aldersperson Raasch.

Aldersperson Carpenter asked why this item was being addressed by the Board of Public Works instead of Board of Park Commissioners. Mayor Boyd stated it was because they are in the street right-of-way. Aldersperson Hansen stated he was supportive of the funding from undesignated reserves and budgeting funds in the future for contracted services to help get the Forestry Department caught up. Aldersperson Hansen clarified the removal of 300 stumps with this funding and an upcoming removal of 700 ash trees and

stumps. Alderperson Ledvina asked if the motion was for the full amount. Mayor Boyd stated his initial intention of funding half through undesignated reserves and half in the next budget cycle, but would be okay funding all through undesignated reserves if the Board went in that direction. Mayor Boyd restated the motion to approve funding in the amount of \$30,600 from undesignated reserves for removing stumps in the right-of-way. Alderperson Ledvina asked for additional information regarding splitting the funding. Mayor Boyd stated that half of the stumps would be removed now and half later, provided the funding was approved in the budget. Don Melichar, City Forester/Park Superintendent, stated the number of stumps removed will be based on the amount of funding provided. Mayor Boyd asked how many trees staff believes will be removed by contractor this year. Mr. Melichar stated it would likely be between 150 and 200 trees and further outlined the recommendation going to Board of Park Commissioners for approval. Alderperson Carpenter stated his belief that contracting services for tree and stump removal might be more economical than having internal staff take on these tasks and asked staff to justify having staff complete the work rather than contracting the services. Alderperson Raasch stated his concerns about stumps that remain untouched for extended periods of time and his personal experiences with tree and stump removals. Alderperson Raasch agreed with Alderperson Carpenter and having the Forestry Department justify costs for completing the work in-house and further asked about funding that was designated for tree pruning and asked if that work was completed. Mr. Melichar stated it was and Alderperson Raasch stated further concerns regarding the information in the memo stating the department was about 10 years behind on pruning. Alderperson Carpenter stated he supports the funding for stump removals but would not support changing priorities in relation to stump removals.

Alderperson Carpenter moved to open the meeting for public comment at 7:46 PM, seconded by Alderperson Raasch.

Jim Anderson, 915 Memory Lane, provided his research on stump removal timing and his belief that the stumps could have been removed much sooner if outside contractors had been used or considered.

Mayor Boyd moved to return to regular session at 7:49 PM, seconded by Alderperson Hansen.

Alderperson Raasch stated his support of using undesignated reserves to fund this work and stated his stance of stumps being removed within a few weeks of tree removal.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

3. Consideration and possible action on award of Request for Proposals for Phragmites Mitigation*

Eric Rakers, City Engineer, outlined the project limits, budget, and proposals received for phragmites mitigation.

Alderson Hansen asked if additional areas were added, as the budget is available, if the locations would come back to the Board of consideration. Mr. Rakers stated not necessarily since it is a proposal and the funds are allocated for the work. Alderson Hansen mentioned an area of phragmites off CTH PP and SH 57. Mr. Rakers stated that would be County Highway right-of-way and due to the funding sources for this work, locations should be selected that are stormwater facilities and TID locations.

Alderson Hansen moved to approve the proposal from Merjent, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderson
SECONDER:	James Boyd, Mayor
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

4. Consideration and possible action on award of Contract 22-09 Pond and Drainage System Construction*

Eric Rakers, City Engineer, outlined the request from staff to reject bids for Project 22-09 Pond and Drainage System Construction, obtain an extension from Wisconsin DNR for the grant, and rebid in 2023.

Alderson Carpenter moved to reject the bid from Peters Concrete Company in the amount of \$264,023.50 due to budget deficiency, seconded by Alderson Raasch. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	Dean Raasch, Alderson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

5. Consideration and possible action on award of Contract 22-11 2022 Utility and Street Construction Waterview Heights Fifth Addition*

Eric Rakers, City Engineer, outlined the project limits and the bids received for this new subdivision. Mr. Rakers stated the project would be entirely developer funded and recommended award to Feaker & Sons Co., Inc. contingent upon execution of the Public Infrastructure Improvement Agreement with the developer.

Alderson Raasch moved to approve award of Project 22-11 to Feaker & Sons Co., Inc. in the amount of \$3,373,145.50 contingent upon execution of the Public Infrastructure Improvement Agreement, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	James Boyd, Mayor
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

6. Consideration and possible action on award of Request for Proposals for Project 22-21 Pond Trapping*

Eric Rakers, City Engineer, outlined the project limits, budget, and proposals received for pond trapping.

Mayor Boyd moved to approve proposal from Suburban Wildlife Solutions in the amount of \$15,650, seconded by Alderson Raasch.

Alderson Raasch asked when a resolution might be seen to the muskrat problem. Mr. Rakers stated he did not believe there would ever be an end and there would always be a need for periodic trappings.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Dean Raasch, Alderson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

7. Discuss Archaeological Report Completed for Project 21-16 Mystic Creek Subdivision Construction

Eric Rakers, City Engineer, outlined the report from UW-Milwaukee for Project 21-16 Mystic Creek Subdivision Construction. Mr. Rakers stated there were no findings and the permits were issued for work to begin on the project.

Alderson Raasch asked if staff knew what might have been in that area that was identified as being previously disturbed. Mr. Rakers stated that the area appeared to be by an old wayside location, but nothing specific was identified in the report or researched from that area. Alderson Carpenter asked if this report would be kept with the project. Mr. Rakers stated it would be kept with the project under a subfolder called "Reports".

RESULT:	DISCUSSED
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8. Discussion on Sump Pump Installation Program

Eric Rakers, City Engineer, updated the Board on the program intents for sump pump installations to continue to reduce inflow and infiltration into the sanitary sewer system. Alderson Carpenter asked how staff planned to address the question of existing sump pumps. Mr. Rakers stated his approach regarding existing sump pumps and information that will be provided in the letter. Alderson Hansen asked about funding (special assessment, cost share, city-funded). Mr. Rakers stated that would be determined by the elected officials once there is a better idea of installation costs. Scott Thoresen, Public Works Director, outlined other instances that could be causing I&I. Alderson Hansen asked a follow-up question regarding leaky lateral detection. Mr. Rakers explained that roots are a big cause of leaky laterals; when roots have gotten into the lateral, water can. Mr. Rakers also added that during televising of the main, they can get a good idea if the lateral has constant flow and it is clean water. Alderson Carpenter suggested deploying the camera in the main following a rain event to detect clear water flow. Mr. Rakers stated that would be an option, especially in known areas of high flow following rain events. Mr. Rakers added that the televising unit cannot project up the lateral, but can focus the camera into the lateral opening which can detect roots and clear water flow. Mr. Thoresen added that routinely having staff out televising sewer mains has helped detect clear water connections (sump pumps, roof drains, drain tile). Alderson Raasch asked if these connections were connected/associated with cross connection inspections. Mr. Rakers and Mr. Thoresen clarified that cross connection inspections are to prevent backflow into the water system. Alderson Carpenter added that cross connection inspections for residential properties occur once every 20 years. Alderson Ledvina asked what other communities are doing for funding sump pump installations. Mr. Rakers outlined what he knew about programs in Green Bay (past) and Milwaukee Metropolitan Sewerage District areas. Mayor Boyd asked when staff would plan to send out the letter. Mr. Rakers explained it would be sent out after the internal review/inventory and in between construction projects. Mayor Boyd added that ARPA fund discussions are slated

for after budget (about November) and hoped staff would have some information by that time. Alderperson Ledvina asked if staff was concerned that residents would claim the existence of a sump pump at their home, when there was not one in actuality. Mr. Rakers stated that could happen but ultimately there would need to be some type of inspection on properties to ensure sump pumps are installed and that everything is connected properly. Mayor Boyd asked the approximate cost of a sump pump. Alderperson Carpenter and Mr. Rakers stated it was hard to estimate because each property would be a little different based on how much work was required with creating the pit and assuring drain tiles were properly discharging, but guessed it would be a few thousand dollars. Mr. Rakers stated staff would work to add information to the City website for residents to access.

RESULT:	DISCUSSED
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IV. Future Agenda Items

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:17 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Sellenheim



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 8, 2022

DEPARTMENT: Engineering

FROM: Chase Kuffel

SUBJECT: Consideration and possible action on the deferral of the sidewalk installation at 3018 Scarlet Oak Road until June 30, 2023*

ATTACHMENTS:

- 2022 0808 CI_BOPW_3018_Scarlet_Oak_SW_Deferral (PDF)
- 2022 0801 CE_Shier_3018_Scarlet_Oak_Extension_Request (PDF)
- Exhibit 2 - Pine Trail Crossing Subdivision Sidewalk Gaps (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: August 8, 2022

RE: **Consideration and possible action on the deferral of the sidewalk installation at 3018 Scarlet Oak Road until June 30, 2023***

Keith Shier, property owner of 3018 Scarlet Oak Road contacted Engineering Staff to request that the deadline to install sidewalk at their vacant property be extended a year. Mr. Shier is in the process of drawing up a plan and building a spec home in the next few months.

Exhibit 2 shows this property's location within the Pine Trail Crossing Subdivision.

Background

On June 7, 2021 the Board of Public Works approved the project approach for gap sidewalk installation orders based on the following policy:

"Concrete sidewalks shall be constructed in the right-of-way as set forth herein where the following conditions exist:

- 1. Along the streets adjacent to a lot on which a building is constructed;*
- 2. At least 80% of the lots are developed or 80% of the frontage is on lots that are developed, per side of the street; or*
- 3. On all streets in subdivisions after it has been ten (10) or more years since the acceptance of the first building permit for the subdivision phase."*

On October 11, 2021, the board added the following language to the gap sidewalk installation policy for the deferral of gap sidewalk installation orders:

"To accommodate new home construction, the Board of Public Works may defer sidewalk gap orders up to one year after the initial order construction date. After which, sidewalk shall be installed by the Department of Public Works if there is no home construction taking place."

The property owners at 2562 E. Scarlet Oak Road, 635 Diversity Drive have and 2406 Kilrush Road already been given an extension by the Board of Public Works until June 30, 2023. The extension was given due to the anticipated home construction at these properties.

Recommendation:

Staff does not oppose the deferral request based on recent decisions by the Board. If the Board votes to approve the deferral request, a one-year extension to June 30, 2023 will be granted. If approved an amended resolution will need to be created reflecting this deferral.

Attachments:

Exhibit 1 – Shier Extension Request Letter (PDF)

Exhibit 2 – Property Location Map (PDF)

City of De Pere,

I am requesting as a contractor^(or) owner
a 1 year hold on my city sidewalk
at 3018 Scarlet Oak Dr. I am
in the process of drawing up a plan
and starting a spec house in the
months to come.

Thank you,

Kurt Shin 8-1-22



CITY OF DE PERE

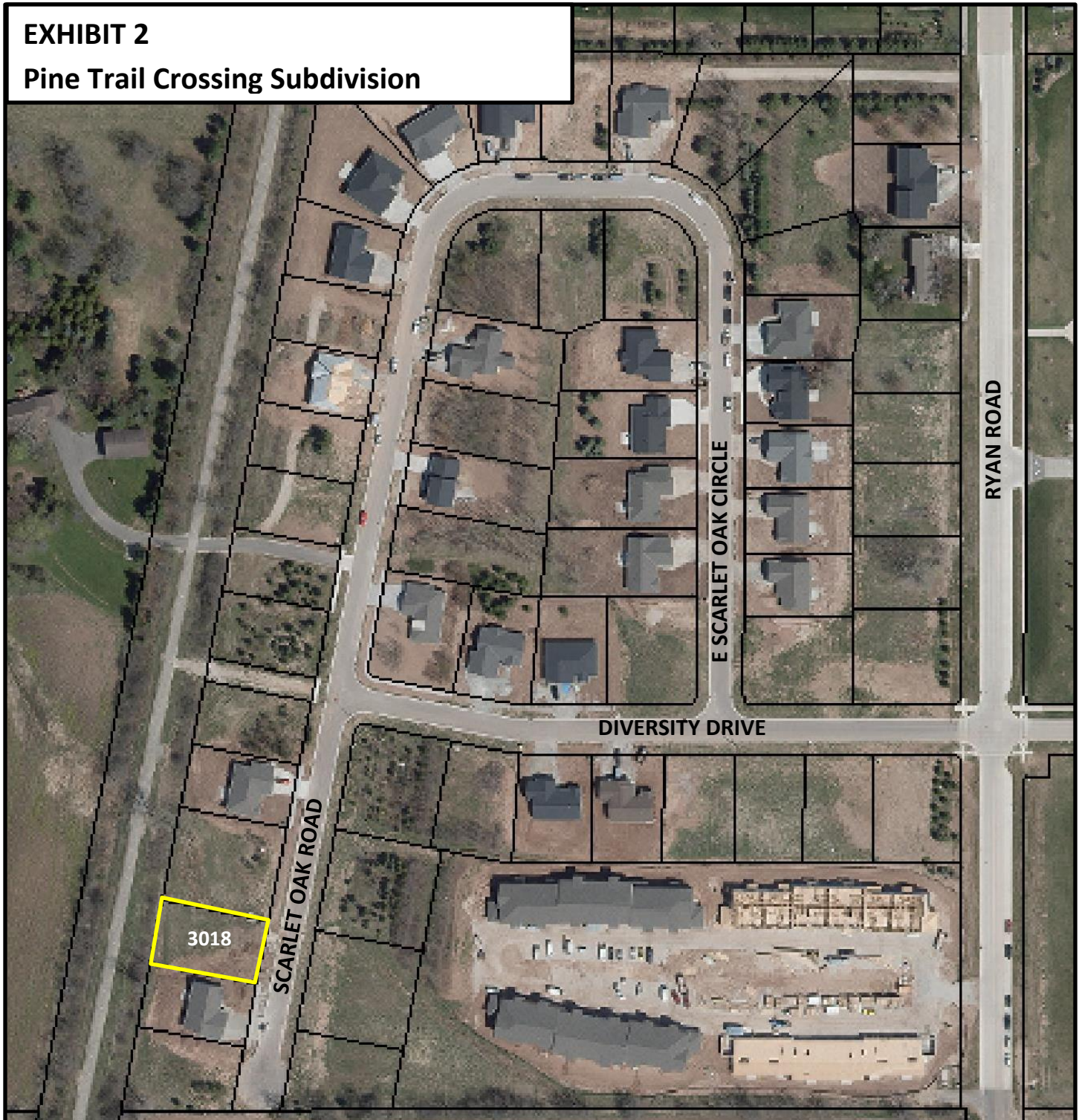
Public Works - Engineering Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org



EXHIBIT 2

Pine Trail Crossing Subdivision





City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 8, 2022

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and Possible Action Regarding Definitely De Pere's Request to Install Art Sculptures*

Definitely De Pere has requested approval of the installation of art sculptures. (See attached request).

Staff recommends approval.

ATTACHMENTS:

- Definitely De Pere Sculpture Location Request 8-3-2022 (PDF)

MEMORANDUM

To: Board of Public Works
From: Tina Quigley, Executive Director
Date: August 3, 2022
Re: Downtown Sculpture Locations Request for Approval

Project Overview

On June 7, 2022, the Common Council unanimously adopted Resolution #22-51 Redirecting Excess Stadium Tax Allocation from the Streetscape Allocation to the Public Art Allocation. This request was made by Definitely De Pere to purchase sculptures to be installed downtown.

Definitely De Pere has worked with the Department of Public Works Director to identify locations suitable for display of two sculptures; one in the public right away, and one in a designated park area. Please see attached documents including a map of the two locations and photos of the sculptures.

Request for Approval

Definitely De Pere is requesting the Board of Public Works to approve the proposed location of the Falling Stairs sculpture to be installed on 4th Street. The sculpture will be bolted to the existing sidewalk and can be moved in the future when the proposed mid-block crossing is constructed.

Definitely De Pere will be asking the Parks Board to approve the installation of the New Dawn Sculpture at the designated parks property, George Street Landing.

Thank you!

Sculpture #1

Title: Falling Stairs

Artist: Steven Haas

Medium: Aluminum

Dimensions: 120" x 48" x 24"

Location: 4th Street



Sculpture #2

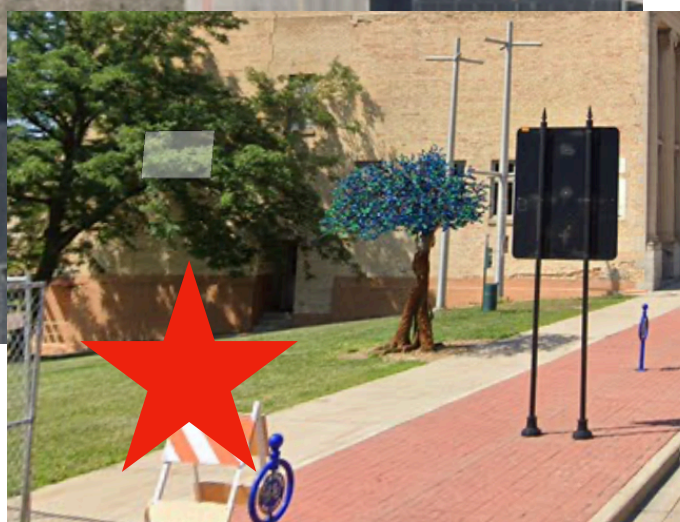
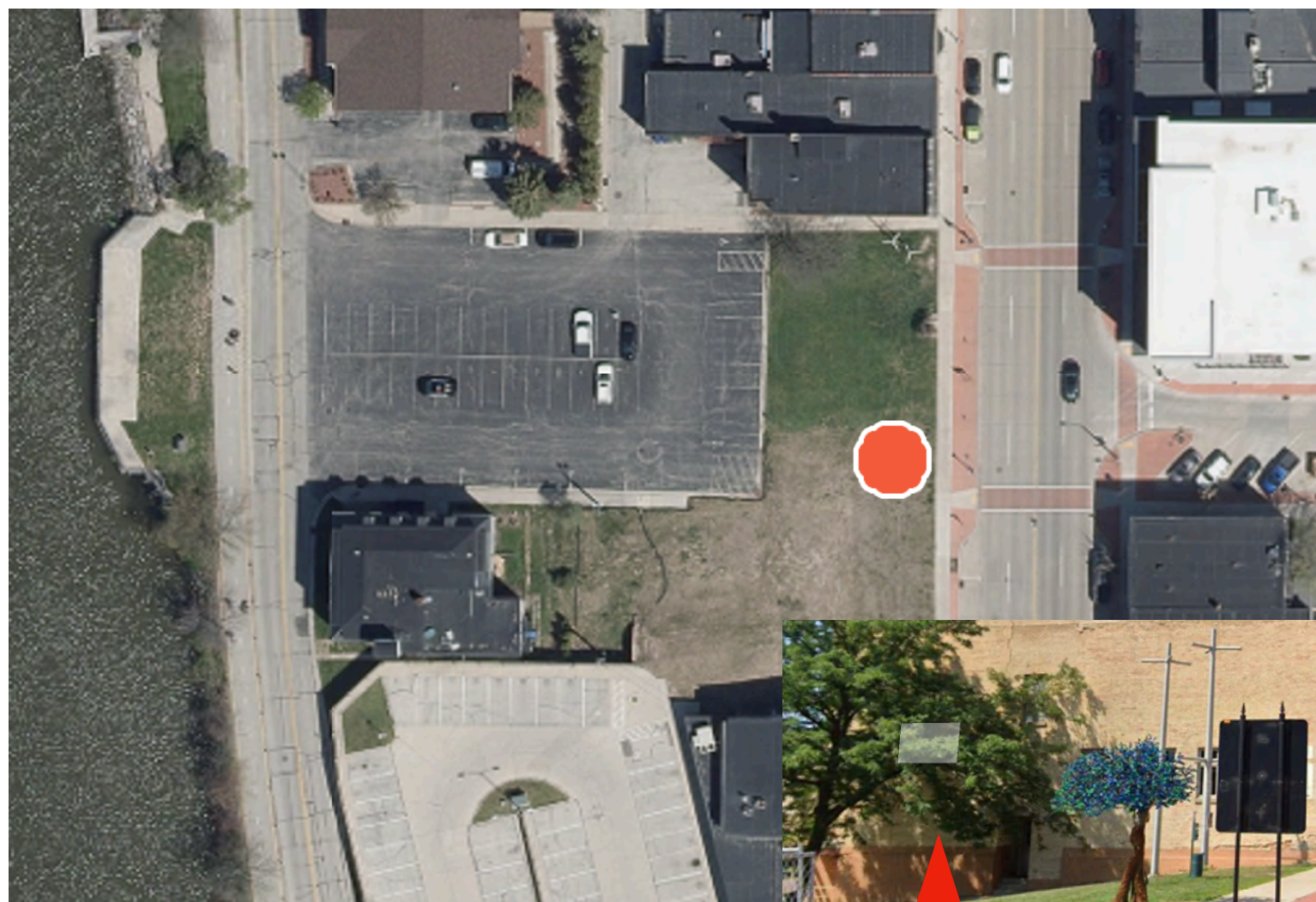
Title: New Dawn

Artist: Ned Cain

Medium: Aluminum

Dimensions: 120" x 84" x 78"

Location: George S Landing





City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 8, 2022

DEPARTMENT: Public Works

FROM: Tony Fietzer

SUBJECT: Consideration and possible action on implementing post-holiday
overflow collection bag limit

ATTACHMENTS:

- Overflow limits (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Tony Fietzer, Street Superintendent

Date: August 1, 2022

RE: **Consideration and possible action on implementing a post-Holiday overflow collection bag limit**

The City of De Pere Public Works Department currently collects overflow solid waste; household garbage and recycling the first collection period following a city recognized National holiday. This overflow occurs following New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

While the intent behind this overflow collection is for residents to place out waste generated from holiday events or gatherings, staff has been routinely coming to homes with 10, 15, and sometime 20+ bags of garbage during overflow week.

During collection, our staff dump the cart and then exit the truck, pick up and place the overflow trash in the garbage cart and dump it again. These properties with excess amounts of bags, slow down our collection routes, risk injury to the staff by lifting bags that are very heavy; being poked with sharp objects; and slip, trips and falls.

With our city growing with developments on both sides of the city, the routes are getting larger and our garbage trucks are filling up faster. De Pere is the only community in the area that allows overflow collection after a holiday and staff is asking the Board to review and establish a limit to the volume being placed out for collection during overflow week.

Establishing a limit will allow for a better understanding and expectation for residents. Residents can still purchase overflow tags outside of the post-holiday overflow collection however, establishing the limits set expectations with the intent of the service provided.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 8, 2022

DEPARTMENT: Public Works

FROM: Tony Fietzer

SUBJECT: Consideration and possible action on holiday designations for overflow collection

ATTACHMENTS:

- MLK Overflow (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: August 1, 2022

RE: **Consideration and possible action on Holiday designations for overflow collection**

The City of De Pere Public Works Department currently collects overflow household waste following a city recognized National holiday. The city currently collects overflow during the first collection period following New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. With the city now recognizing Martin Luther King Day as a holiday, the Board of Public Works needs to determine if overflow collection will occur following this holiday.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 8, 2022

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and Possible Action Regarding Public Parking on City Owned Lot at 360 Main Avenue*

The City currently owns the vacant lot at 360 Main Avenue. The lot is paved and could be used for public parking during the non-winter months. The intent of the discussion with the BOPW is to determine whether the City should open up this area for public parking during the non-winter months.

**City of De Pere, Wisconsin****Request For Board of Public Works Action**

MEETING DATE: August 8, 2022

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on Intergovernmental Agreement Between the City and Town of Ledgeview for Lone Oak & Ledgeview Road Construction*

Attached is an intergovernmental agreement between the City and the Town of Ledgeview for cost sharing of construction costs for resurfacing Ledgeview Road and Lone Oak Road. The cost sharing for the construction project is based proportionally upon the frontage of each road bordering each municipality.

Staff recommends the BOPW approve this agreement and forward to Council for approval.

ATTACHMENTS:

- Lone Oak - Ledgeview Rd Depere Intergovernmental agreement (PDF)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF
LEDGEVIEW AND THE CITY OF
DEPERE FOR COST SHARING OF
CURB REPAIR AND STREET
RESURFACING**

This Wis. Stat. §66.0301 Intergovernmental Agreement for the sharing of costs for curb repair and street resurfacing ("Project") is entered into by the Town of Ledgeview ("Ledgeview") and the City of DePere ("DePere"), for the purposes of creating an agreement between Ledgeview and DePere to share in the costs of curb repair and street resurfacing for Ledgeview Road and Lone Oak Road (collectively referred to as "Roads") which have shared frontage as set forth below:

WHEREAS, Ledgeview and DePere desire to resurface the Roads and repair the connected curbing;

WHEREAS, Ledgeview and DePere will share in the costs of the Project proportionally based upon the frontage of each road bordering each municipality;

WHEREAS, Ledgeview and DePere desire to enter into this Intergovernmental Agreement for purposes of clarifying the responsibility of each municipality;

WHEREAS, the parties will work together on this Project in an effort to share costs and expenses and to reduce the burden on each individual municipality. By working together, the municipalities herein believe that it will be in their common interest to share in the aforementioned costs and expenses.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Ledgeview and DePere agree as follows:

1. DePere will be responsible for all costs related to engineering, bidding and plan drafting for the Project.
2. The Project will be bid by DePere as Project 22-07 Curb Repair and Street Resurfacing with a bid date of May 31, 2022 at 1:00 p.m.
3. The parties shall share costs of the bidding as follows:
 - a. Ledgeview Road. DePere shall pay 21.4% of the bid price for the curb repair and street resurfacing of Ledgeview Road based upon 2,035 feet of frontage (see Exhibit A).
 - b. Ledgeview Road. Ledgeview shall pay 78.6% of the bid price for the curb repair and street resurfacing of Ledgeview Road based upon 7,476 feet of frontage (see Exhibit A).
 - c. Lone Oak Road. DePere shall pay 39.8% of the bid price for the curb repair and street resurfacing of Ledgeview Road based upon 1,546 feet of frontage (see Exhibit B)

d. Lone Oak Road. Ledgeview shall pay 60.2% of the bid price for the curb repair and street resurfacing of Ledgeview Road based upon 2,336 feet of frontage (see Exhibit B).

4. All concrete work and inlet repair shall be paid by the municipality on which municipality the property borders.

5. The scope of work is further identified in Exhibit C, namely pages 1-3 and page C124-C136.

6. Field inspection of the construction will be performed by each municipality for their respective portions.

7. This Intergovernmental Agreement shall run with the land and may be amended only with the written consent of Ledgeview and De Pere. Any dispute with respect to this Agreement shall be venued in Brown County, Circuit Court. Prior to the commencement of any legal proceeding in Circuit Court, the parties agree to give each other at least sixty (60) days' prior written notice of any dispute or disagreement that may be the subject of said proceedings.

	Town of Ledgeview
Date: _____	By: _____
	Town Chairman
	By: _____
	Clerk
	City of De Pere
Date: _____	By: _____
	*Mayor
	By: _____
	*City Clerk

South Half

Parcel ID	Address	ROW or Frontage Width (ft)	Municipality
D-483-3	1800 Ledgeview Road	142.96	Ledgeview
ED-2001-18	1812 Ledgeview Road	90	De Pere
ED-2001-19	1818 Ledgeview Road	90	De Pere
ED-2001-20	1824 Ledgeview Road	98.02	De Pere
N/A	Thoroughbred Lane Intersect.	94	De Pere
ED-2001-37	1001 Thoroughbred Lane	97.76	De Pere
D-483	1874 Ledgeview Road	202	Ledgeview
D-483-2	1878 Ledgeview Road	225.48	Ledgeview
ED-2150	1886 Ledgeview Road	125.33	De Pere
ED-2151	1888 Ledgeview Road	93	De Pere
ED-2152	1890 Ledgeview Road	93	De Pere
ED-2153	1892 Ledgeview Road	100	De Pere
ED-2154	1894 Ledgeview Road	100	De Pere
ED-2155	1896 Ledgeview Road	100	De Pere
ED-2133	1898 Ledgeview Road	119.34	De Pere
N/A	Swan Road Intersection	94	De Pere
ED-2142	1902 Ledgeview Road	108	De Pere
ED-2316	1910 Ledgeview Road	105.46	De Pere
ED-2317	1918 Ledgeview Road	105	De Pere
ED-2318	1926 Ledgeview Road	105	De Pere
ED-2319	1934 Ledgeview Road	105	De Pere
ED-2320	1942 Ledgeview Road	105	De Pere
ED-2321	1950 Ledgeview Road	107.11	De Pere
D-484	1988 Ledgeview Road	256.6	Ledgeview
D-484-4	2004 Ledgeview Road	281.38	Ledgeview
D-484-5	2018 Ledgeview Road	256.77	Ledgeview
D-484-6	2034 Ledgeview Road	258.27	Ledgeview
D-484-3	2050 Ledgeview Road	283.06	Ledgeview
D-485-5	Town of Ledgeview	817.53	Ledgeview
City of De Pere Frontage		2035.02	42.76%
Town of Ledgeview Frontage		2724.05	57.24%
Total Frontage		4759.07	100.00%

North Half

Parcel ID	Address	ROW or Frontage Width (ft)	Municipality
N/A	Lone Oak Road Intersection	12	Ledgeview
D-437-7	1805 Ledgeview Road	116.37	Ledgeview
D-437-8	1819 Ledgeview Road	128.33	Ledgeview
D-437-9	1833 Ledgeview Road	128.34	Ledgeview
D-437-15	1847 Ledgeview Road	210	Ledgeview
D-437-53	Town of Ledgeview Park	500.18	Ledgeview
D-437-46	1882 Old Valley Road	100	Ledgeview
D-437-47	1884 Old Valley Road	100	Ledgeview
D-484-7	1895 Ledgeview Road	487.5	Ledgeview
N/A	Swan Road Intersection	70	Ledgeview
D-484-10	1915 Ledgeview Road	200	Ledgeview
D-484-16	1935 Ledgeview Road	200	Ledgeview
D-484-8	1955 Ledgeview Road	200	Ledgeview
D-484-11	1985 Ledgeview Road	200	Ledgeview
D-484-12	2005 Ledgeview Road	200	Ledgeview
D-484-14	2015 Ledgeview Road	200	Ledgeview
D-820	896 Winding Waters Way	163	Ledgeview
N/A	Winding Waters Way Int.	136.76	Ledgeview
D-841	895 Winding Waters Way	151	Ledgeview
D-368	2064 Dickinson Road	12	Ledgeview
D-484-13	2035 Ledgeview Road	225.06	Ledgeview
D-484-1	2049 Ledgeview Road	181.5	Ledgeview
D-486-3	2101 Ledgeview Road	830.18	Ledgeview
Town of Ledgeview Frontage		4752.22	100.00%

LEDGEVIEW ROAD FRONTAGE TOTALS

City of De Pere Frontage	2035.02	21.4%
Town of Ledgeview Frontage	7476.27	78.6%
Total Frontage	9511.29	

West Half

Parcel ID	Address	ROW or Frontage Width (ft)	Municipality
N/A	Merrill Street Intersection	73.51	De Pere
ED-582-J-19	600 Lone Oak Road	97.95	De Pere
ED-582-J-20	608 Lone Oak Road	100	De Pere
ED-582-J-21	614 Lone Oak Road	102.44	De Pere
D-372-C	1853 Grace Street	178	Ledgeview
N/A	Grace Street Intersection	72	Ledgeview
D-372-2	704 Lone Oak Road	143.49	Ledgeview
ED-371-C-13	714 Lone Oak Road	115.2	De Pere
N/A	Highview Street Intersection	94	De Pere
ED-371-C-14	1786 Highview Street	88.5	De Pere
ED-371-C-15	828 Lone Oak Road	90	De Pere
ED-371-C-16	834 Lone Oak Road	90	De Pere
ED-371-C-17	842 Lone Oak Road	90	De Pere
ED-371-C-18	846 Lone Oak Road	90	De Pere
ED-371-C-19	852 Lone Oak Road	90	De Pere
ED-371-C-20	858 Lone Oak Road	88.5	De Pere
N/A	Geneva Street Intersection	94	De Pere
ED-371-C-70	1784 Geneva Street	115	De Pere
ED-371-C-71	916 Lone Oak Road	114.97	De Pere
N/A	Ledgeview Road Intersection	12	De Pere
City of De Pere Frontage		1546.07	79.71%
Town of Ledgeview Frontage		393.49	20.29%
Total Frontage		1939.56	100.00%

East Half

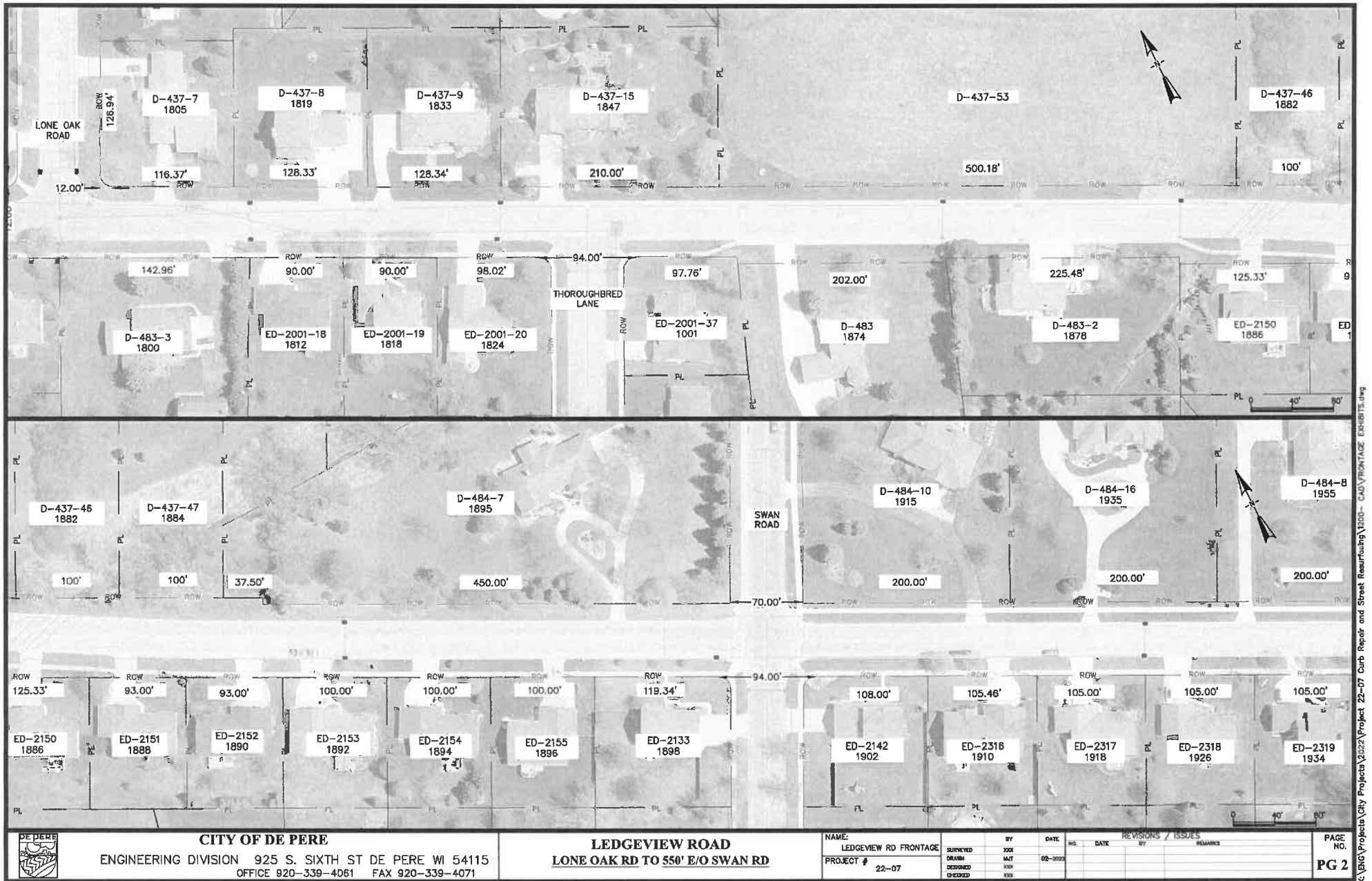
Parcel ID	Address	ROW or Frontage Width (ft)	Municipality
D-373	Unified School District of DP	764.16	Ledgeview
D-437-1	715 Lone Oak Road	90	Ledgeview
D-374-1	719 Lone Oak Road	90	Ledgeview
D-437-2	725 Lone Oak Road	90	Ledgeview
D-374-2	729 Lone Oak Road	88	Ledgeview
N/A	Hickory Creek Boulevard Int.	132	Ledgeview
D-437-3	1806 Hickory Creek Blvd.	88	Ledgeview
D-437-4	845 Lone Oak Road	90	Ledgeview
D-437-5	851 Lone Oak Road	90	Ledgeview
D-374-3	855 Lone Oak Road	90	Ledgeview
D-437-6	861 Lone Oak Road	90	Ledgeview
D-374-4	865 Lone Oak Road	102	Ledgeview
D-437-7	1805 Ledgeview Road	126.94	Ledgeview
N/A	Ledgeview Road Intersection	12	Ledgeview
Town of Ledgeview Frontage		1943.10	100.00%

LONE OAK ROAD FRONTAGE TOTALS

City of De Pere Frontage	1546.07	39.8%
Town of Ledgeview Frontage	2336.59	60.2%
Total Frontage	3882.66	



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SEE PAGE C135

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CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

**LEDGEVIEW ROAD
LONE OAK RD TO THOROUGHbred LN**

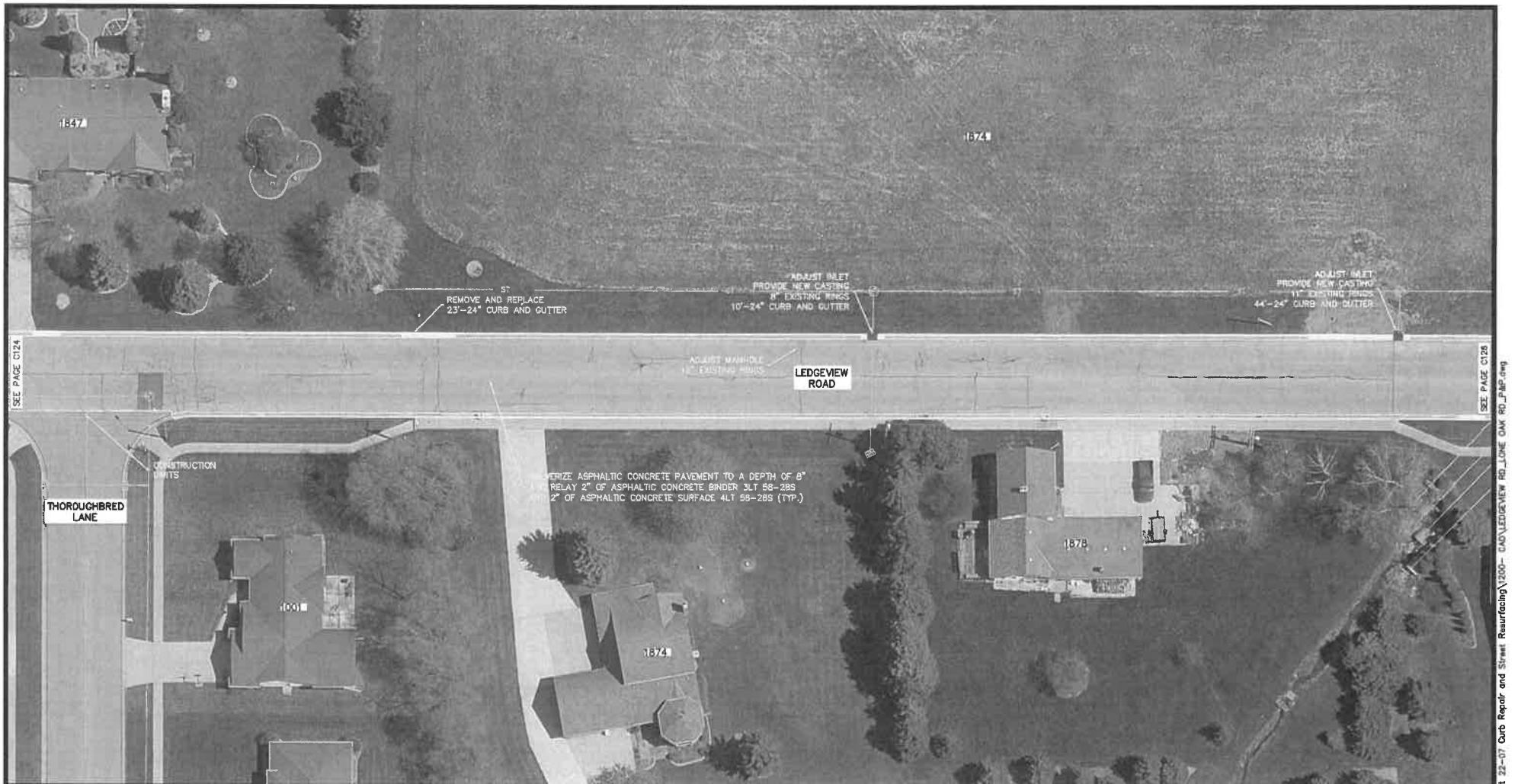
NAME
CURB REPAIR AND
STREET RESURFACING
PROJECT # 22-07

	BY	DATE
SURVEYED	MT	10-2021
DRAWN	MT	10-2021
DESIGNED	OW	10-2021
CHECKED	OW	03-2022

REVISIONS / ISSUES		
NO.	DATE	BY

PAGE NO.
C124







CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

LEDGEVIEW ROAD
THOROUGHNBRED LN TO 600' E/O FRENCH RD

NAME	CURB REPAIR AND STREET RESURFACING	
PROJECT #	22-07	

SURVEYED	BY	DATE
DRAWN	WAT	10-2021
DESIGNED	OKS	10-2021
CHECKED	EPH	03-2022

REVISIONS / ISSUES		
NO.	DATE	BY

REMARKS


0 20' 40'

PAGE NO.
C125

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CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

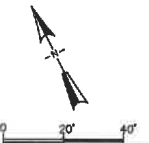
LEDGEVIEW ROAD
600' E/O THOROUGHbred TO 1200' E/O THOROUGHbred

NAME: CURB REPAIR AND STREET RESURFACING		BY: M/T	DATE: 10-2021	REVISIONS / ISSUES		PAGE NO. C126
PROJECT #	22-07	DRAWN: M/T	10-2021	REV.	DATE	
		DESIGNED: COK	10-2021			
		CHECKED: EPM	03-2022			



LEDGEVIEW RD PAVEMENT MARKINGS TABLE OF QUANTITIES:

225 LF	PAVEMENT MARKING LADDER BAR EPOXY 24-INCH WHITE
71 LF	PAVEMENT MARKING STOP LINE EPOXY 12-INCH WHITE
350 LF	PAVEMENT MARKING EPOXY 6-INCH WHITE



CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

**LEDGEVIEW ROAD
SWAN RD TO 450' E/O SWAN RD**

NAME: CURB REPAIR AND STREET RESURFACING PROJECT # 22-07	BY	DATE	REVISIONS / ISSUES		PAGE NO. C127
	SURVEYED	MJT	NO.	DATE	
	DRAWN	MJT			
	DESIGNED	COX			
	CHECKED	EPB			



	CITY OF DE PERE	LEDGEVIEW ROAD	NAME: CURB REPAIR AND STREET RESURFACING		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">DATE</th> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 10%;">BY</th> <th style="width: 10%;">REVISIONS / ISSUES</th> </tr> <tr> <td>10-2021</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>10-2021</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>10-2021</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	DATE	NO.	DATE	BY	REVISIONS / ISSUES	10-2021					10-2021					10-2021				
	DATE	NO.	DATE	BY		REVISIONS / ISSUES																			
	10-2021																								
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ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115	450' E/O SWAN RD TO 950' E/O SWAN RD	PROJECT # 22-07		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">DATE</th> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 10%;">BY</th> <th style="width: 10%;">REVISIONS / ISSUES</th> </tr> <tr> <td>10-2021</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>10-2021</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	DATE	NO.	DATE	BY	REVISIONS / ISSUES	10-2021					10-2021										
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OFFICE 920-339-4061 FAX 920-339-4071				PAGE NO. C128																					

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CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

LEDGEVIEW ROAD
950' E/O SWAN RD TO WINDING WATERS WAY

NAME: CURB REPAIR AND STREET RESURFACING		BY: MWT		DATE: 10-2021	REVISIONS / ISSUES NO. DATE BY REMARKS	PAGE NO. C129
PROJECT # 22-07		DRAWN: MWT	DATE: 10-2021			
		DESIGNED: CRK	DATE: 10-2021			
		CHECKED: EPW	DATE: 05-2022			

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CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

**LEDGEVIEW ROAD
WINDING WATERS WAY TO 625'
E/O WINDING WATERS WAY**

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

BY	DATE
SURVEYED: MWT	10-2020
DRAWN: MWT	10-2021
DESIGNED: ODC	10-2021
CHECKED: EFW	03-2022

REVISIONS / ISSUES		
NO.	DATE	BY

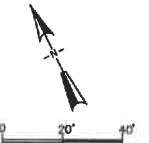


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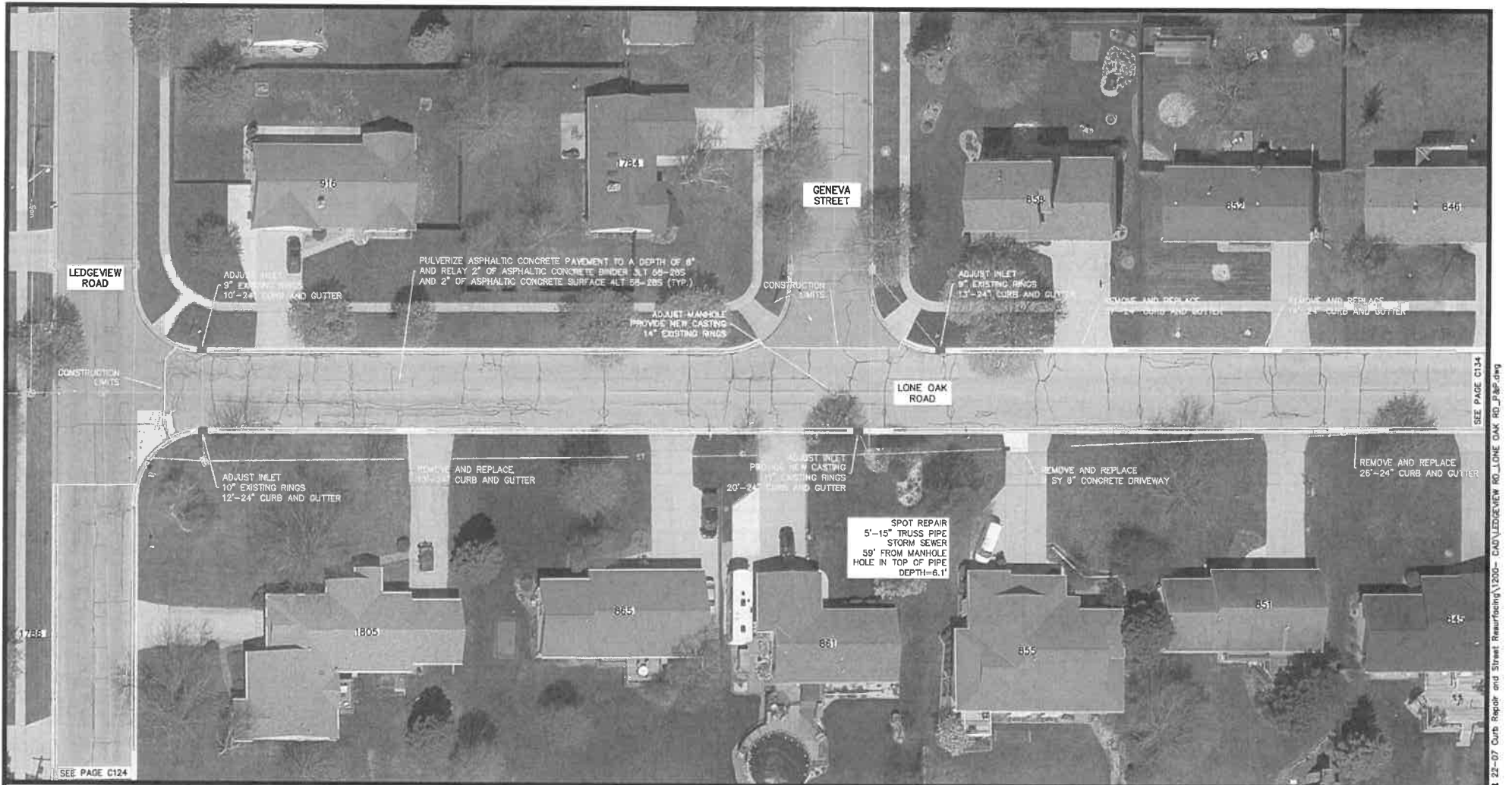


	CITY OF DE PERE ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	LEDGEVIEW ROAD 625' E/O WINDING WATERS WAY TO 1200' E/O WINDING WATERS WAY	NAME CURB REPAIR AND STREET RESURFACING		BY MUT	DATE 10-2021	REVISIONS / ISSUES				PAGE NO. C131
			PROJECT # 22-07				NO.	DATE	BY	REMARKS	
			SURVEYED		MUT	10-2021					
			DRAWN		MUT	10-2021					
			DESIGNED		CHK	10-2021					
			CHECKED		EPB	03-2022					



	CITY OF DE PERE	LEDGEVIEW ROAD 1200' E/O WINDING WATERS WAY TO EAST RIVER	NAME: CURB REPAIR AND STREET RESURFACING		SURVEYED BY: NJT DATE: 10-2021 DRAWN BY: NJT DATE: 10-2021 DESIGNED BY: CSE DATE: 10-2021 CHECKED BY: EPH DATE: 03-2022	REVISIONS / ISSUES NO. DATE BY REMARKS		PAGE NO. C132
	ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115		PROJECT # 22-07					
	OFFICE 920-339-4061 FAX 920-339-4071							

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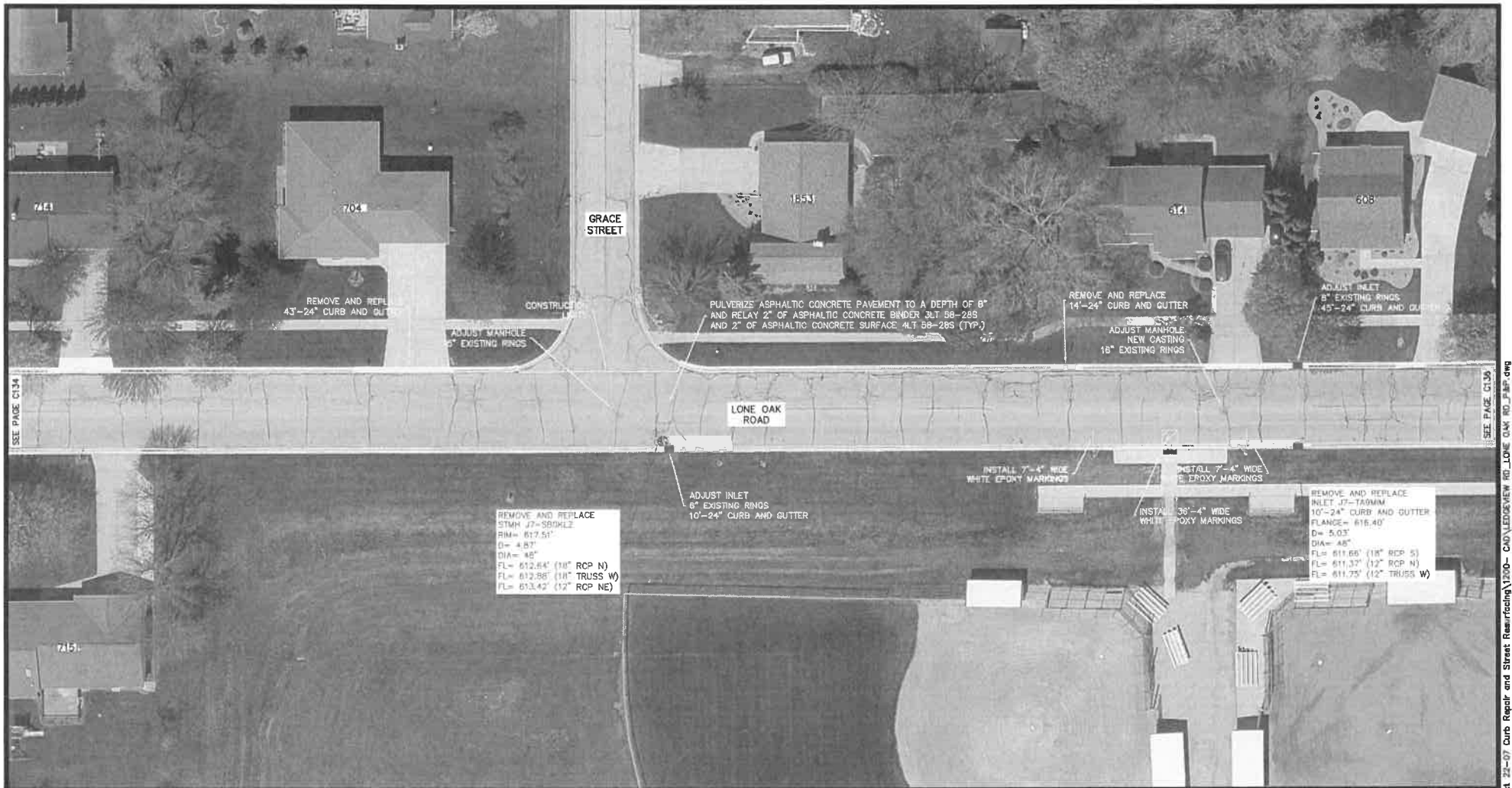
	CITY OF DE PERE	LONE OAK ROAD	NAME: CURB REPAIR AND STREET RESURFACING		BY: MWT		DATE: 11-2021		REVISIONS / ISSUES		PAGE NO. C133		
	ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115	OFFICE 920-339-4061 FAX 920-339-4071	LEDGEVIEW RD TO 250' N/O GENEVA ST	PROJECT #	22-07	SURVEYED	MWT	11-2021	NO.	DATE		BY	REMARKS
			DESIGNED	OK	11-2021								
		CHECKED	EPB	03-2022									



0 20' 40'

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LONE OAK RD PAVEMENT MARKINGS TABLE OF QUANTITIES:
50 LF PAVEMENT MARKING EPOXY 4-INCH WHITE



CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

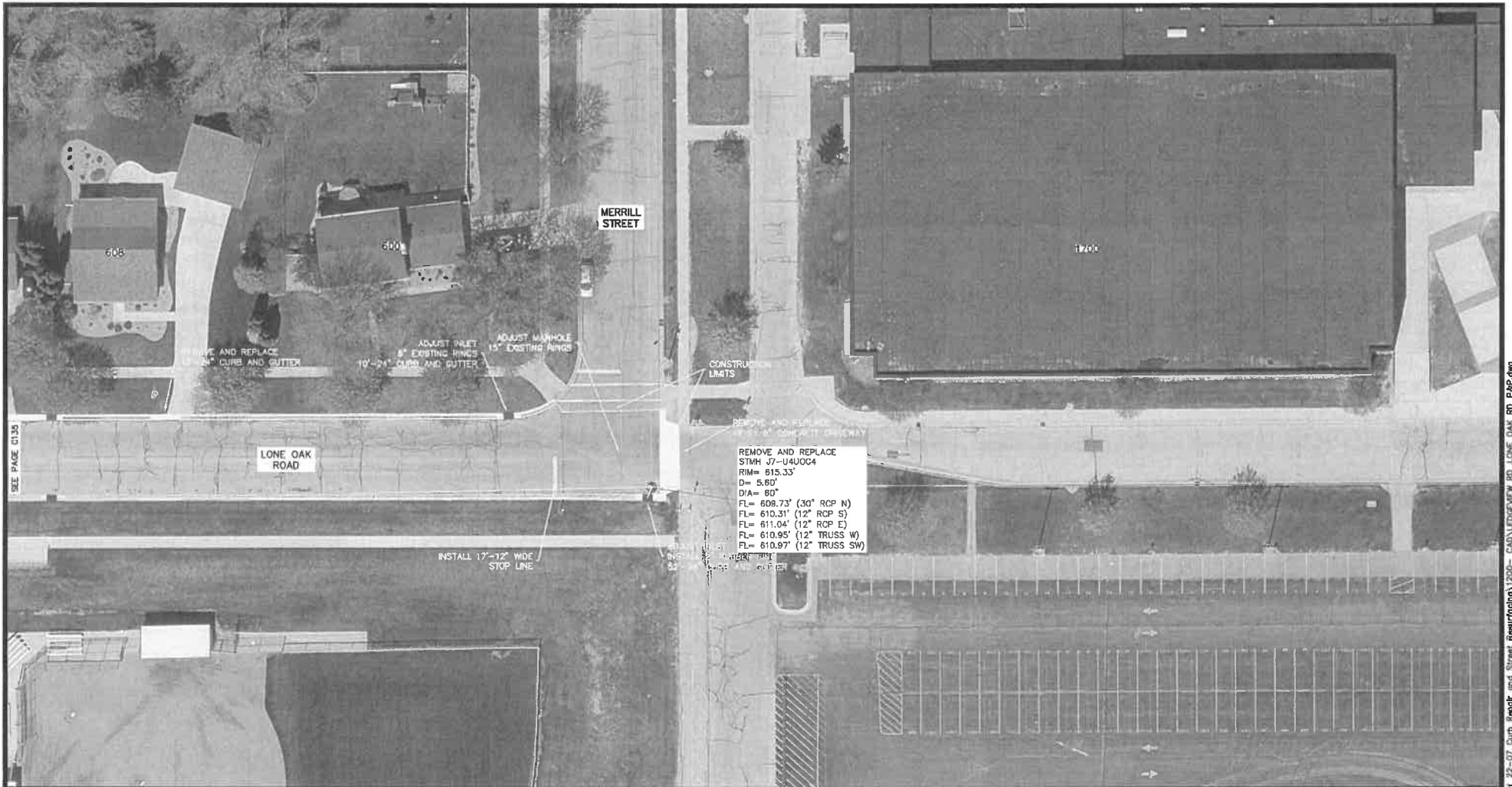
LONE OAK ROAD

150' N/O HGHVIEW ST TO 350' N/O GRACE ST

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

SURVEYED	BY	DATE
DRAWN	MAF	11-2021
DESIGNED	OKK	11-2021
CHECKED	EPH	03-2022

REVISIONS / ISSUES			PAGE NO.
NO.	DATE	REMARKS	
			C135



LONE OAK RD PAVEMENT MARKINGS TABLE OF QUANTITIES:
17 LF PAVEMENT MARKING STOP LINE EPOXY 12-INCH WHITE



0 20' 40'



CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

LONE OAK ROAD
350' N/O HGHVIEW ST TO MERRILL ST

NAME
CURB REPAIR AND
STREET RESURFACING
PROJECT # 22-07

	BY	DATE
SURVEYED	MAF	11-2021
DRAWN	MAF	11-2021
DESIGNED	OKS	11-2021
CHECKED	EPH	03-2022

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

PAGE
NO.
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City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 8, 2022

DEPARTMENT: Engineering

FROM: Chase Kuffel

SUBJECT: Consideration and possible action on approval for Amendment #1 of the State/Municipal Agreement with WisDOT for STP-Urban Grant Project-Lawrence Drive*

ATTACHMENTS:

- 2022 0808 CI_BOPW_SMA_Amendment_Lawrence (PDF)
- Lawrence Drive - Amendment #1 Cover Signature Page and Special Provisions (PDF)
- WisDOT Contract Forms and Subconsultant Proposal (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: August 8, 2022

RE: **Consideration and possible action on approval for Amendment #1 of the State/Municipal Agreement with WisDOT for STP-Urban Grant Project-Lawrence Drive***

In June of 2020, the City obtained a STP-Urban grant and entered into a State/Municipal Agreement with the Wisconsin Department of Transportation for the reconstruction of Lawrence Drive from 500 feet south of Fortune Avenue to Scheuring Road. Under this program, the City receives grant funding for up to 80% of eligible project costs. The City has retained Mead and Hunt to complete the design and manage this project.

The Wisconsin Department of Transportation is requesting to amend this State/Municipal Agreement to include a 106 report which would review and analyze how the proposed project may affect historical or archeological sites. This report is now required due to the anticipated area of ground disturbance to reconstruct Lawrence Drive and would be completed by the Mississippi Valley Archaeology Center. The proposed amendment would add approximately \$2,000 to the design contract, 20% of which would be funded by the City (\$400). The report will take approximately three months to complete.

Staff recommends the BOPW approve Amendment #1 of the State/Municipal Agreement and forward to the Council for approval. Funding for the amendment will be included in the 2023 through 2025 budgets.

ATTACHMENTS

- Amendment #1 Cover Signature Page and Special Provisions (PDF)
- WisDOT Contract Forms and Subconsultant Proposal (PDF)

AMENDMENT NO. 1 TO THE CONTRACT
 BETWEEN CITY OF DE PERE (MUNICIPALITY),
 THE WISCONSIN DEPARTMENT OF TRANSPORTATION
 AND MEAD & HUNT, INC. (CONSULTANT) FOR

*Project ID 4985-00-61
 Lawrence Drive, City of De Pere
 Fortune Avenue – Scheuring Road
 Local Street, Brown County*

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated May 26, 2022, is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

The project was not eligible for the screening list as originally assumed. Therefore, completion of a non-survey archaeology/history Section 106 is required.

The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

- (a) For all contract services, actual costs to the CONSULTANT up to \$379,822.08 (an increase of \$1,515.56), plus a fixed fee of \$25,338.97 (an increase of \$102.43), not to exceed \$405,161.05 (an increase of \$1,617.99).*
- (b) For the development of the project's Transportation Project Plat (TPP) subcontracted to CBS Squared Inc, the CONSULTANT'S actual cost to CBS Squared Inc based on CBS Squared Inc's actual cost up to \$17,306.92 plus fixed fee of \$1,215.24 not to exceed \$18,522.16 (no change).*
- (c) For title searches and updates subcontracted to Bay Title & Abstract, Inc, the CONSULTANT'S actual cost to Bay Title & Abstract, Inc not to exceed \$9,180.00 for units delivered based on rates in the table below (no change).*

Item Description	Quantity	Unit Type	Unit Cost Rate	Totals
60-year WisDOT Title Search Reports	18	Parcel	\$450.00	\$8,100.00
Title Search updates	18	Parcel	\$60.00	\$1,080.00
			Totals	\$9,180.00

- (d) For subsurface investigation and soils report subcontracted to Soils & Engineering Services, Inc., the CONSULTANT'S actual cost to Soils & Engineering Services, Inc. not to exceed \$6,635.00 for units delivered based on rates in the table below (no change).*

<i>Item Description</i>	<i>Quantity</i>	<i>Unit Type</i>	<i>Unit Cost Rate</i>	<i>Totals</i>
<i>Drilling rig mobilization</i>	<i>1</i>	<i>Trip</i>	<i>\$950.00</i>	<i>\$950.00</i>
<i>Per-diem expense for crew</i>	<i>2</i>	<i>Day</i>	<i>\$240.00</i>	<i>\$480.00</i>
<i>Underground utility marking coordination</i>	<i>1</i>	<i>Lump Sum</i>	<i>\$125.00</i>	<i>\$125.00</i>
<i>Soil borings and sampling (0' to 10')</i>	<i>80</i>	<i>Linear feet</i>	<i>\$16.00</i>	<i>\$1,280.00</i>
<i>Traffic Control for Lane Closure</i>	<i>1</i>	<i>Day</i>	<i>\$240.00</i>	<i>\$240.00</i>
<i>Concrete Pavement Penetrations</i>	<i>3</i>	<i>Bore hole</i>	<i>\$65.00</i>	<i>\$195.00</i>
<i>Concrete Pavement Patches</i>	<i>3</i>	<i>Patch</i>	<i>\$95.00</i>	<i>\$285.00</i>
<i>Soil Classifications</i>	<i>8</i>	<i>Boring</i>	<i>\$85.00</i>	<i>\$680.00</i>
<i>Laboratory Testing Allowance</i>	<i>1</i>	<i>Lump Sum</i>	<i>\$600.00</i>	<i>\$600.00</i>
<i>Geotechnical Engineering Report</i>	<i>1</i>	<i>Each</i>	<i>\$1800.00</i>	<i>\$1,800.00</i>
			Total	\$6,635.00

- e) For archaeological investigation subcontracted to Mississippi Valley Archaeology Center, the CONSULTANT'S actual cost to Mississippi Valley Archaeology Center not to exceed \$300.00 for units delivered based on rates in the table below (an increase of \$300.00).

<i>Item Description</i>	<i>Quantity</i>	<i>Unit Type</i>	<i>Unit Cost Rate</i>	<i>Totals</i>
<i>No Survey Recommendation Letter</i>	<i>1</i>	<i>Each</i>	<i>\$300.00</i>	<i>\$300.00</i>

- f) Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$439,798.21 (an increase of \$1,917.99).

The DEPARTMENT REPRESENTATIVE is: Doug Kirst, P.E.; Local Program Project Manager; 944 Vanderperren Way, Green Bay, WI 54304; Douglas.Kirst@dot.wi.gov; (920) 362-0389.

The MUNICIPALITY REPRESENTATIVE is: Eric Rakers, P.E.; City Engineer; 925 S. Sixth Street, De Pere, WI 54115; erakers@deperewi.gov; (920) 339-4061.

The CONSULTANT REPRESENTATIVE is: Charles A. Karow, P.E.; Project Manager; 1702 Lawrence Drive, De Pere, WI 54115; chuck.karow@meadhunt.com; (920) 593-6862.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

By: _____

Title: _____

Date: _____

For the DEPARTMENT

By: _____

Title: _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

DRAFT

Three-Party Design Contract Special Provisions

Amendment #1

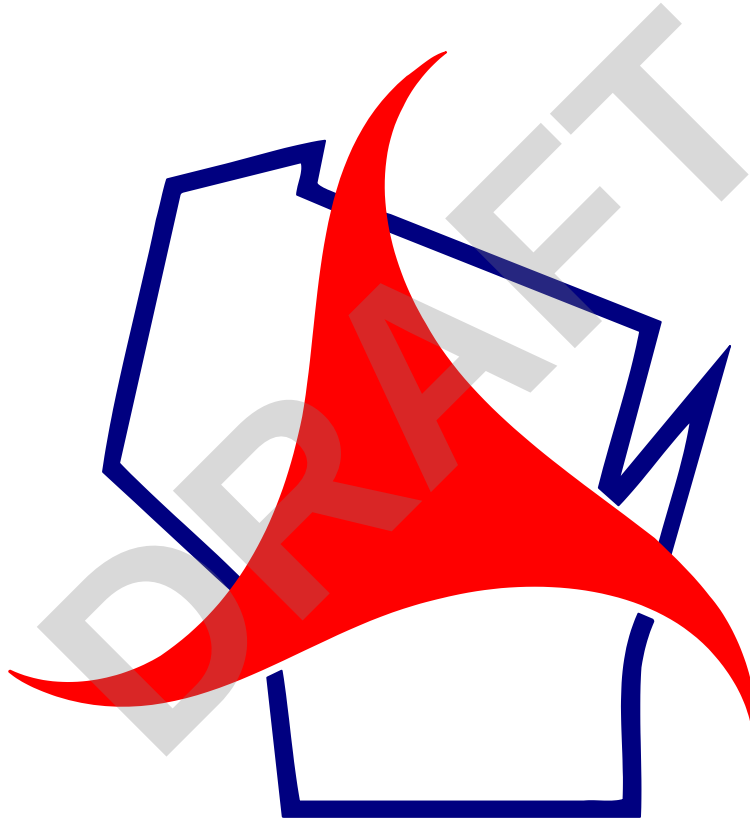
Project ID 4985-00-61

Lawrence Drive, City of De Pere

Fortune Avenue – Scheuring Road

Local Street

Brown County



August 1, 2022

Table of Contents

B. ENVIRONMENTAL DOCUMENTATION	1
M. PROSECUTION AND PROGRESS.....	1

DRAFT

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

The original special provisions for the design contract are amended as follows:

SCOPE OF SERVICES

B. ENVIRONMENTAL DOCUMENTATION

- (2) Historical and Archaeological Surveys and Studies:
 - (a) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager.
 - (b) The project area has previously been surveyed for archaeological materials and sites, prepare a “no survey recommendation” letter. Document the results of the reconnaissance survey for architecture/history using a letter report.

M. PROSECUTION AND PROGRESS

- (2) The CONSULTANT proposes to sublet these services to
 - (d) Archaeological investigation to Mississippi Valley Archaeology Center
- (3) The following items of work will be completed and submitted to the DEPARTMENT and MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed for the amendment by August 10, 2022.

Deliverable	Date
PIM (Preferred Alternative/Final Environmental)	October 21, 2022
Environmental Document	November 18, 2022
Design Study Report	December 9, 2022



SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS
Project ID 4985-00-61; Lawrence Drive, City of De Pere; Fortune
Avenue - Scheuring Road; Local Street; Brown County
(Amendment #1)

Classification		Design PM 3 - high		Manager/Director 3 - high		Clerical/Admin 2 - mid		Environmental Specialist/Professional 3 - high		Environmental Specialist/Professional 2 - mid		Total Direct Labor	
Average Hourly Wage		\$69.21		\$76.77		\$28.92		\$52.21		\$25.24			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Manage Consultant Contract	773	2	\$138.42	0	\$0.00	3	\$86.76	0	\$0.00	0	\$0.00	5	\$225.18
Analyze Archaeological and Historical Impact and Tribal Consultation	763	0	\$0.00	1	\$76.77	2	\$57.84	2	\$104.42	4	\$100.96	9	\$339.99
TOTALS		2	\$138.42	1	\$76.77	5	\$144.60	2	\$104.42	4	\$100.96	14	\$565.17

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CONSULTANT DIRECT LABOR RATES
Project ID 4985-00-61; Lawrence Drive, City of De Pere; Fortune Avenue -
Scheuring Road; Local Street; Brown County (Amendment #1)

(a)	(b)	(c)		(d)	(f)	(e)	% Work at	% Pay			% Work at	
Employee ID	Classification	Current Rate	% Work at Current Rate	% Pay Increase	Date of Increase	New Pay Rate	Increased Rate	Increase	Date of Increase	New Pay Rate	Increased Rate	Weighted Average Hourly Rate
Project Manager	Design PM 3 - high	\$67.50	31.58%	3.20%	1/1/2023	\$69.66	57.89%	3.20%	1/1/2024	\$71.89	10.53%	\$69.21
Independent QC/QA Review	Manager/Director 3 - high	\$75.21	35.29%	3.20%	1/1/2023	\$77.62	64.71%	3.20%	1/1/2024	\$80.10	0.00%	\$76.77
Average - Selected Individuals	Clerical/Admin 2 - mid	\$28.15	32.26%	3.20%	1/1/2023	\$29.05	50.97%	3.20%	1/1/2024	\$29.98	16.77%	\$28.92
Sr. Environmental Professional	Environmental Specialist/Professional 3 - high	\$50.83	32.26%	3.20%	1/1/2023	\$52.46	50.97%	3.20%	1/1/2024	\$54.14	16.77%	\$52.21
Average - Selected Individuals	Environmental Specialist/Professional 2 - mid	\$24.57	32.26%	3.20%	1/1/2023	\$25.36	50.97%	3.20%	1/1/2024	\$26.17	16.77%	\$25.24

CONTRACT COMPLETION DATE: April 30, 2024

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CONSULTANT WEIGHTED AVERAGE DIRECT LABOR RATES

Project ID 4985-00-61; Lawrence Drive, City of De Pere; Fortune Avenue - Scheuring Road; Local Street; Brown County (Amendment #1)

Classification: Design PM 3 - high

(a) Employee ID	(b) Current Rate	(c) Percent Contribution	(b*c)
2690	\$67.50	100.00%	\$67.50
TOTAL		100.00%	\$67.50

Classification: Manager/Director 3 - high

(a) Employee ID	(b) Current Rate	(c) Percent Contribution	(b*c)
652	\$72.38	60.00%	\$43.43
1064	\$79.46	40.00%	\$31.78
TOTAL		100.00%	\$75.21

Classification: Clerical/Admin 2 - mid

(a) Employee ID	(b) Current Rate	(c) Percent Contribution	(b*c)
989	\$27.21	80.00%	\$21.77
1178	\$35.72	10.00%	\$3.57
1210	\$28.08	10.00%	\$2.81
TOTAL		100.00%	\$28.15

Classification: Environmental Specialist/Professional 3 - high

(a) Employee ID	(b) Current Rate	(c) Percent Contribution	(b*c)
778	\$50.83	100.00%	\$50.83
TOTAL		100.00%	\$50.83

Classification: Environmental Specialist/Professional 2 - mid

(a) Employee ID	(b) Current Rate	(c) Percent Contribution	(b*c)
1872	\$26.42	50.00%	\$13.21
2678	\$22.72	50.00%	\$11.36
TOTAL		100.00%	\$24.57



Fee Computation Summary by Engineering Task
Project ID 4985-00-61; Lawrence Drive, City of De Pere; Fortune Avenue - Scheuring Road; Local Street; Brown County (Amendment #1)

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee	Direct Expenses	Total
Manage Consultant Contract	773	\$225.18	\$378.66	\$40.81	\$0.00	\$644.65
Analyze Archaeological and Historical Impact and Tribal Consultation	763	\$339.99	\$571.73	\$61.62	\$0.00	\$973.34
TOTALS		\$565.17	\$950.39	\$102.43	\$0.00	\$1,617.99

Indirect Cost Rate (%): 168.16%

Fixed Fee (%): 7.25%

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Consultant Contract Total Fee Computation
Project ID 4985-00-61; Lawrence Drive, City of De Pere; Fortune Avenue - Scheuring Road; Local Street; Brown County (Amendment #1)

Project ID 4985-00-61	Contract	Amendment #1			Total for Contract
Number of Staff Hours	3,161	14			3,175
Total Direct Labor	\$139,236.06	\$565.17			\$139,801.23
Total Indirect Costs	\$234,139.36	\$950.39			\$235,089.75
Fixed Fee Amount	\$25,236.54	\$102.43			\$25,338.97
Direct Expenses	\$4,931.10	\$0.00			\$4,931.10
Subtotal	\$403,543.06	\$1,617.99	\$0.00	\$0.00	\$405,161.05
Bay Title & Abstract Inc.	\$9,180.00	\$0.00			\$9,180.00
CBS Squared Inc.	\$18,522.16	\$0.00			\$18,522.16
Soils & Engineering Services, Inc.	\$6,635.00	\$0.00			\$6,635.00
Mississippi Valley Archaeology Center	\$0.00	\$300.00			\$300.00
Subcontract Subtotal	\$34,337.16	\$300.00	\$0.00	\$0.00	\$34,637.16
Total Costs	\$437,880.22	\$1,917.99	\$0.00	\$0.00	\$439,798.21

Indirect Cost Rate (%): 168.16% Fixed Fee (%): 7.25%



Mississippi Valley Archaeology Center

University of Wisconsin-La Crosse
1725 State Street
La Crosse, WI 54601-3788

Phone: (608) 785-8463
FAX: (608) 785-6474
Web site: www.uwlax.edu/mvac

MVAC Bid #: 22/07/01 **Date:** 7/1/2022
MVAC Project Title: Lawrence Drive No Survey

Submitted to: Chuck Karrow
Mead and Hunt (hereinafter "Client")
1702 Lawrence Drive
De Pere, WI 54115

MVAC staff contact: Vicki Twinde-Javner, 608-386-8967

Project: The Mississippi Valley Archaeology Center (hereinafter "MVAC") hereby proposes to furnish all materials and perform all the labor necessary for a no survey recommendation letter for a portion of Lawrence Drive in De Pere, Wisconsin. This work is from the CTH F intersection heading south to a few hundred feet south of the Employer Boulevard/Fortune Drive intersections. Based on previous discussions, this area has extensive utility disturbance within the project area, and a survey should not be necessary. Mead and Hunt will provide as built plans showing the extent of the utilities. All work will be conducted in accordance with professional guidelines – WAS Survey and FDM. MVAC will work with Mead and Hunt on the timing of this project. All artifacts, materials, etc. resulting from this project will become the property of the State of Wisconsin and will be curated at MVAC. This cost proposal is good for one year after the date of the proposal.

****Note,** Covid 19 restrictions have eased and we anticipate normal travel following current CDC guidelines. If at any time University, federal or Wisconsin state guidelines prevent MVAC from performing this project as described above, travel/work practices will be modified or work will be delayed until it can be done safely and with normal efficiency.

All material is guaranteed to be as specified, and the above work is guaranteed to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$300.00 with payment to be made as follows: Billing will be done by University of Wisconsin-La Crosse Business Office (hereinafter "University") with payment in full due 30 days after submittal of the final report.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Performance under this agreement is subject to acts of nature, strikes, accidents, or delays beyond MVAC's control, such as weather/ground conditions or landowner permission situations.

Governing Terms: MVAC agrees to perform the services mentioned above in accordance with the terms and conditions of the applicable Service Work Order (SWO) signed and agreed to by the parties and in accordance with the terms and conditions of the Master Contract between the parties dated October 20, 2020.

IN WITNESS WHEREOF, the parties hereto hereby set their hand below.

For: Mississippi Valley Archaeology Center

Katherine Stevenson
Operations Manager

Date: _____

For: Mead and Hunt

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

DRAFT

**City of De Pere, Wisconsin****Request For Board of Public Works Action**

MEETING DATE: August 8, 2022

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on DOT – Revised Municipal Agreement for STH 32*

Attached is the revised State / Municipal agreement (SMA) for the improvements for STH 32 (Main & Reid) from 3rd Street to 8th Street. The anticipated proposed improvements will consist of a pavement replacement and resurfacing. The estimated cost for the project at this time has increased from \$2,915,000 to \$3,809,000 with the increase due to increase in design costs.

Staff recommends the BOPW approve this agreement and forward to Council for approval.

ATTACHMENTS:

- State - Municipal Agreement STH 32 Main Ave - Revised 6-24-2022 (PDF)



Revision 1
**STATE/MUNICIPAL FINANCIAL
 AGREEMENT FOR A STATE- LET
 HIGHWAY PROJECT**

This agreement supersedes the agreement signed by the Municipality on November 18, 2021 signed by WisDOT on November 24, 2021.

Revision #1 Date: June 24, 2022

I.D.: 4190-17-00/71/72

Road Name: STH 32

Title: Main & Reid St, C De Pere

Limits: 3rd Street – 8th Street

County: Brown

Roadway Length: 1.1 miles

The signatory **city of De Pere**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

The existing facility is a connecting highway.

Main Street, between Third Street and Sixth Street is an urban, 2-lane (one-way) non-divided section with parking on both sides, a bike lane, curb and gutter and sidewalk on both sides. This concrete section was constructed in 1953 and has not been overlaid. Main Street, between Sixth Street and Seventh Street is an urban, 3-lane (two-way) non-divided section with no parking, no bike lanes, curb and gutter and sidewalk along one side. This section has been overlaid. Main Street, between Seventh Street and Eighth Street is an urban, 4-lane (two-way) non-divided concrete section with no parking, no bike lanes, curb and gutter and sidewalk on both sides. This section has not been overlaid.

Reid Street's section varies, the majority is an urban 2-lane (one-way) non-divided section with parking on both sides, no bike lane, curb and gutter and sidewalk on both sides. The section west of Fourth Street is asphalt and the section east of Fourth Street is concrete.

Third Street is an urban, 3-lane (one-way) non-divided section with parking on one side, a bike lane, curb and gutter and sidewalk on both sides. This section is concrete (constructed in 2007).

Improvements were identified on the 2020 Pavement Management Decision Support System (PMDSS).

Proposed Improvement - Nature of work: It is anticipated the proposed improvements will consist of a pavement replacement improvement (4190-17-71) and a resurface level improvement (4190-17-72).

Project 4190-17-71 will begin on Main Street between Third Street and Fourth Street and will extend to the Eighth Street intersection; it will also include Reid Street beginning at Sixth Street and ending just west of the Fourth Street intersection.

Project 4190-17-72 will include Reid Street, beginning just west of the Fourth Street intersection and will extend to the intersection of Third Street; it will also include Third Street from Reid Street to the Claude Allouez Bridge.

The pavement and project details will be further defined as this project continues through the scoping process.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: It is anticipated that water and sanitary sewer will be replaced prior to or in conjunction with these projects. The Municipality will also be responsible for any sanitary manhole or water valve adjustments.

		TABLE 1:	SUMMARY OF COSTS				
			Total	Federal/State		Municipal	
		Phase	Est. Cost	Funds	%	Funds	%
¹Preliminary Engineering:							
	4190-17-00	Plan Development Phase 1	\$ 683,000	\$ 512,250	75%	\$ 170,750	25%
		Plan Development Phase 2	\$ 600,000	\$ 450,000	75%	\$ 150,000	25%
		Department Design Oversight	\$ 111,000	\$ 83,250	75%	\$ 27,750	25%
Real Estate Acquisition:							
		Acquisition TBD	\$ -	\$ -		\$ -	
¹Construction:							
	Participating:	4190-17-71					
	Category 0010 - Roadway		\$ 2,300,000	\$ 2,300,000	100%	\$ -	0%
	Participating:	4190-17-72					
	Category 0010 - Roadway		\$ 115,000	\$ 115,000	100%	\$ -	0%
	Non-Participating:	TBD	\$ -	\$ -	0%	\$ -	100%
Total Cost Distribution			\$ 3,809,000	\$ 3,460,500		\$ 348,500	
1. Costs shown are estimates only and may be updated throughout design.							
Construction estimates are for driving lanes only and include 15% construction engineering.							

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3– 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of De Pere (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

- (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 8. Basis for local participation:
 - (a) The Municipality will be responsible for 25% of the design for the anticipated pavement replacement and resurface level improvement project. Any additional work per the request of the Municipality will be funded by the Municipality.
 - (b) Non-participating construction costs and cost share will be further defined as this project continues through the design process.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

**City of De Pere, Wisconsin****Request For Board of Public Works Action**

MEETING DATE: August 8, 2022

DEPARTMENT: Public Works

FROM: Scott Thoresen

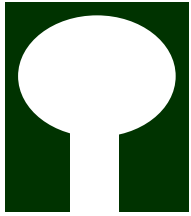
SUBJECT: Consideration and Possible Action Regarding Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on 9th Street Water Tower*

The City received a request from T-Mobile regarding installation of wireless antennae facilities on the City's 9th Street water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by T-Mobile. Staff has received payment from T-Mobile for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the T-Mobile's wireless upgrade on the 9th Street water tower.

ATTACHMENTS:

- De Pere 9th Street T-Mobile (ML94452) Proposal July 2022 (PDF)



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

4811 S. 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

Proposal/Contract Agreement for Antennas

*City of De Pere / T-Mobile (ML94452B) Upgrade
250,000 Gallon Legged 9th Street 49-05-11-02*

The agreement is between Dixon Engineering, Inc. (DIXON) and City of De Pere, Wisconsin (OWNER) to contract with DIXON for technical services for T-Mobile (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Five Thousand Eight Hundred** dollars **\$5,800**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Attend a Precon Meeting, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, Vice President

July 8, 2022

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER POSITION DATE

CO SIGNATURE (if required) POSITION DATE

CONTRACT APPROVED by DIXON OFFICER EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify DIXON** of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.

- 2. For Convenience,
 - a. By OWNER effective upon the receipt of notice by DIXON.
 - B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- 6.01 Controlling Law
- A. This Agreement is to be governed by the law of the state in which the Project is located.
- 7.01 Successors, Assigns, and Beneficiaries
- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.
- 8.01 General Considerations
- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
 - B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

- C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

*City of De Pere / T-Mobile (ML94452B) Upgrade
250,000 Gallon Legged 9th Street 49-05-11-02*

- I. Design Drawings and Structural Calculations Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal are included.
- II. Site Work for:
 - a. Attend and participate in a Preconstruction Meeting.
 - b. Perform Installation inspections as the project progresses and or a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

*City of De Pere / T-Mobile (ML94452B) Upgrade
250,000 Gallon Legged 9th Street 49-05-11-02*

I. PAYMENT

- a. When service is rendered Owner shall pay DIXON the following line item prices:
 - i. Schedule A, Item I, Design Drawings and Structural Calculations Review, the lump sum of **\$1,750**.
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item II
 - 1. **(1)** Preconstruction Meeting **\$1,350** per meeting
 - 2. **(2)** Installation Inspections **\$1,350** per inspection (\$2,700 total)

II. INVOICES

- a. Invoices will be compiled monthly.
- b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

Attachment C
Employee Billable Rates and Terms
Antennas

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate*</u>
Principal	\$285.00	
Project Manager	\$170.00	\$255.00
Engineer	\$175.00	\$265.00
CWI Welding RPR	\$187.00	\$280.00
DIXON Level 3 or NACE certified Level 3 RPR	\$117.00-\$155.00	\$176.00-\$232.00
DIXON Level 2 or NACE Level 2 RPR	\$103.00-\$130.00	\$154.00-\$195.00
DIXON Level 1 or NACE Level 1 RPR	\$96.00-\$107.00	\$144.00-\$160.00
Contract Support Staff	\$123.00-\$150.00	\$185.00-\$225.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$140.00 per diem	\$130.00 per diem
Meals	\$52.00 per diem	\$48.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2022 (Revised: 8/16/2021)