



Board of Public Works

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Agenda

Monday, July 13, 2015

7:30 PM

De Pere City Hall Council Chambers

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 **July 13, 2015** 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 Board of Public Works June 8, 2015 Meeting Minutes.
2. Consider Award for Project 15-08 Manhole Repairs*
3. Consider Rejection of Bids for Project 15-09 Pond and Drainage System Construction*
4. Consider Engineering Technical Services Regarding Installation of Verizon's Wireless Antennae Facilities on Merrill Water Tower*
5. Consider Engineering Technical Services Regarding Installation of AT&T's Wireless Antennae Facilities on Merrill Water Tower*
6. Consider Engineering Technical Services Regarding Installation of AT&T's Wireless Antennae Facilities on Matthew Water Tower*
7. Discussion on Roof Drain Inspection and Connection to Storm Sewers

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 July 13, 2015 so that arrangements can be made.

Agenda Sent To:

Mayor

Alderpersons

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

John E. Nelson, Jr., Visu-Sewer

Brad Ottum, Relyco, Inc.

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: July 13, 2015

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of Board of Public Works June 8, 2015 Meeting Minutes.

ATTACHMENTS:

- CE_BOPW June 8, 2015 Meeting Draft Minutes (PDF)



Board of Public Works

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Monday, June 8, 2015

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
Dean Raasch	Alderman	Present	
Kevin Bauer	Alderman	Present	
James Boyd	Alderman	Present	
Jim Kneiszel	Alderman	Present	
Michael J. Walsh	Mayor	Present	

Others present were Scott Thoresen, Director of Public Works, Marty Kosobucki, Director of Parks, Recreation & Forestry, Eric Rakers, City Engineer, and Debbie Zierson, Recording Secretary.

II. Public Comment

None.

III. Items

- Approval of Board of Public Works May 11, 2015 Meeting Draft Minutes.

Alderman Bauer moved to approve the Board of Public Works May 11, 2015 meeting minutes, Alderman Raasch seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderman
SECONDER:	Dean Raasch, Alderman
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

- Approval of May 13, 2015 Special Board of Public Works Meeting Draft Minutes.

Alderman Raasch moved to approve the May 13, 2015 Special Board of Public Works meeting minutes, Alderman Kneiszel seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderman
SECONDER:	Jim Kneiszel, Alderman
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

- Consider Drainage Easement Off of Glen Meadows Lot 21.*

Eric Rakers, City Engineer, shared an overview of the concerns in regard to an owner's request to install a culvert in place of the swale in drainage easement along the back property line of Glen Meadows Lot 21. Currently there is a swale in the easement with grades established as part of the subdivision. Engineer Rakers listed three concerns with allowing a culvert to be installed: the ownership and maintenance of the culvert, stormwater drainage swales reduce sediment by filtering along the swale and setting

precedent of allowing residents to put culverts in drainage easements which could effect neighbors' drainage. Engineer Rakers stated that the staff recommendation is not to allow the culvert. Should the Board allow the request, City Engineer Rakers stated that the culvert would need to be designed by a professional engineer, according to standards set by the city and documentation approved by the City Attorney for the property owner's responsibility for maintenance and upkeep. The document would need to be recorded. The Mayor shared the difference between the swale in a drainage easement versus other backyard drainage issues.

The Mayor moved to open the meeting at 7:40pm to allow the resident to address the Board, Alderperson Kneiszel seconded the motion. Upon vote, the motion passed. Luke Walder shared a map of where he lives and explained his drainage and elevation concerns on his property. Discussion followed. Mayor Walsh moved to return to regular session at 7:55pm, Alderperson Boyd seconded the motion. Upon vote, the motion passed. Discussion followed regarding originally building the house within the allotted drainage easement. Mayor Walsh moved to re-open the meeting for input from the resident at 8:00pm, Alderperson Boyd seconded the motion. Upon vote the motion passed. Luke Walder asked for an extension of the culvert pipe. Discussion followed as to cost and payment responsibility and efficiency.

Mayor Walsh moved to return to regular session at 8:07pm, Alderperson Kneiszel seconded the motion. Upon vote the motion passed.

Alderperson Kneiszel moved to deny the request to allow a culvert installation in the drainage easement, Alderperson Boyd seconded the motion. Upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

4. Determine Future of Fountain in Front of Union Hotel.*

Marty Kosobucki, Director of Parks, Recreation and Forestry, presented an overview of the condition of the city owned fountain in front of the Union Hotel. Director Kosobucki stated that the Board should guide the direction of the future of the fountain. There is costly maintenance, upkeep and repair for the fountain. Director Kosobucki stated that in talking with staff and contractors, the cost to have the fountain repaired to its original condition could cost approximately \$30,000-\$50,000. The Mayor gave a historical overview stating that the fountain was installed sometime in the early 80's and was paid for through the redevelopment TIF. It had changed over the years, originally starting as a picture of the locks, but once clogged with debris, a fountain was added to aerate it. Discussion followed. The Board of Public Works (BOPW) was directed to obtain several redesign concepts and bring back to the BOPW for review. The BOPW also requested input from downtown businesses on the redesign concepts.

5. Consider Intergovernmental Agreement between De Pere and Ledgeview and the Unified School District of De Pere for Pedestrian Walkways.*

Eric Rakers, City Engineer, presented an agreement between De Pere and Ledgeview and the Unified School District of De Pere for Pedestrian Walkways and associated drainage facilities. He stated that the facilities were originally built in the 1990's and the existing drainage pipes under the trail need to be replaced.

Alderson Bauer moved to approve the agreement, Alderson Boyd seconded the motion. Upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderson
SECONDER:	James Boyd, Alderson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

6. Consider Award of Project 15-06 Lawrence Drive Sidewalk*

Mayor Walsh moved to award the contract for Project 15-06 Lawrence Drive Sidewalk to Sommers Construction Company, Inc. In the amount of \$676,961.40, Alderson Boyd seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	James Boyd, Alderson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

7. Consider Award for Project 15-07 Asphalt, Curb, and Sewer Repair.*

Alderson Bauer moved to award the contract for Project 15-07 Asphalt, Curb, and Sewer Repair to MCC, Inc. In the amount of \$1,017,238.49, Alderson Raasch seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderson
SECONDER:	Dean Raasch, Alderson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

8. Consider Approval for the State Municipal Agreement with WisDOT for STP-U Grant Projects.*

Eric Rakers, City Engineer, presented the revised State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for Surface Transportation Program - Urban (STP-U) projects on Allard, Helena, and Erie Street. He listed the revisions that WisDOT had made to the agreement and the total estimated costs, Federal and Municipal. Alderson Boyd moved to approve this agreement and forward it to the Common Council, Alderson Bauer seconded the motion. Upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderson
SECONDER:	Kevin Bauer, Alderson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

9. Consider Quote for Oak Street Right of Way Width.*

Eric Rakers, City Engineer, stated that the Wisconsin Department of Transportation (WisDOT) will be reconstructing 8th Street from Oak to the north City Limits in 2017. A discrepancy in the right of way of Oak Street between Seventh and Ninth Street was discovered in the review. Engineer Rakers presented the proposals received for a registered land surveyor to determine the right of way width of Oak Street between Seventh Street and Ninth Street. Alderson Bauer moved to accept the quote from

Robert E. Lee & Associates for the Sanitary Sewer Easement descriptions in the amount of \$3,950.00. Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

10. Discuss MSC Drop Off Services

Scott Thoresen, Public Works Director, provided the Board of Public Works with an overview of drop off services and alternative drop off possibilities. There was discussion regarding signage at the drop off sites indicating that residents could take their items to Christian Outreach or the Restore. He explained that Restore especially had stringent criteria and it could result in residents having to bring their items back to the MSC for drop off. Director Thoresen stated that soon Cyber Green will have an electronics recycling drop off alongside of the existing MSC drop off site for items such as computers, cellphones, TVs, etc.

IV. Future Agenda Items

None

V. Adjournment

Mayor Walsh moved to adjourn the meeting, Alderperson Bauer seconded the motion. Upon vote the motion passed and the meeting was adjourned at 8:30pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 13, 2015

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Consider Award for Project 15-08 Manhole Repairs*

The Engineering Department received bids for Project 15-08 Manhole Repairs on June 25th. This work is for maintenance of sewers. The bids received were as follows:

Bidder	Amount
Visu-Sewer, Inc.	\$41,145.00
Great Lakes TV Seal, Inc.	\$44,050.00
National Power Rodding Corporation	\$50,150.00
Hydro-Klean LLC	\$59,985.00
Michels Corporation	\$63,066.00

The budgeted amount for the project from the capital improvement fund is \$50,000. Funding will be from the sewage revenue fund. The staff recommendation is to award the bid to Visu-Sewer, Inc., in the amount of \$41,145.00.

ATTACHMENTS:

- 15-08 Bid Tab(PDF)

PROJECT 15-08 MANHOLE REPAIRS
BID TAB



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1 VISU-SEWER, INC.		BIDDER NO. 2 GREAT LAKES TV SEAL, INC.		BIDDER NO. 3 NATIONAL POWER RODDING CORPORATION		BIDDER NO. 4 HYDRO-KLEAN LLC		BIDDER NO. 5 MICHELS CORPORATION	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Spray-on Liner	VF	60	\$ 102.50	\$ 6,150.00	\$ 285.00	\$ 17,100.00	\$ 220.00	\$ 13,200.00	\$ 246.00	\$ 14,760.00	\$ 266.00	\$ 15,960.00
SP-02	Poured in Place Bench	EA	16	\$ 1,695.00	\$ 27,120.00	\$ 1,150.00	\$ 18,400.00	\$ 1,550.00	\$ 24,800.00	\$ 2,250.00	\$ 36,000.00	\$ 2,007.00	\$ 32,112.00
SP-03	Chemical Grout Manhole	EA	9	\$ 875.00	\$ 7,875.00	\$ 950.00	\$ 8,550.00	\$ 1,350.00	\$ 12,150.00	\$ 1,025.00	\$ 9,225.00	\$ 1,666.00	\$ 14,994.00
	Total Amount Bid				\$ 41,145.00		\$ 44,050.00		\$ 50,150.00		\$ 59,985.00		\$ 63,066.00

Attachment: 15-08 Bid Tab (3642 : Consider Award for Project 15-08 Manhole Repairs*)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 13, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Rejection of Bids for Project 15-09 Pond and Drainage System Construction*

The Engineering Department received bids on Project 15-09 Pond and Drainage System Construction on June 25th. This project involved work at several locations including:

- Swale repair near Humana from the West Business Park ponds.
- Swale repair for the Tenth Street Outfall
- Paint Horse Trail Pond Repair
- Rockland Road Ditching
- Commerce Pond and Associated Storm Sewer

The project involved a large variety of work including storm sewer installation from sizes of 21” to 60”, excavation, grading, rip rap placement landscaping, and erosion control. The bids received were as follows:

Bidder	Amount
Relyco, Inc.	\$765,871.79
Radtke Contractors, Inc.	\$786,880.47
Kruczek Construction, Inc.	\$833,333.33
RC Excavating	\$904,629.50
Ed Gersek, Inc.	\$989,290.80
Advance Construction	\$1,048,803.80

Staff is recommending rejection of the bids. The budgeted amount for the project was \$465,000 and came from the storm water utility, TID 6 and TID 10. The cost overruns are associated with higher costs than anticipated at the Paint Horse Trail and the Commerce Pond storm sewer which was not fully included in the budget. Staff will be investigating alternatives to reduce the pipe size by potentially requiring some on-site detention of peak storm water flows while still providing the overall storm water treatment for the expansion of the industrial park.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 13, 2015

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Engineering Technical Services Regarding Installation of Verizon's Wireless Antennae Facilities on Merrill Water Tower*

The City received a request from Verizon regarding installation of wireless antennae facilities on the City's Merrill Street water tower. (See request). 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 Verizon. Staff has received payment from Verizon for funding the engineering services to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the Verizon's wireless upgrade on the Merrill Street water tower.

ATTACHMENTS:

- Verizon Request - Merrill Tower (PDF)



Buell Consulting, Inc.
 1360 Energy Park Drive, Suite 210
 Saint Paul, Minnesota 55108
 (651) 225-0792
www.buellconsulting.com

*Site Acquisition
 Permitting
 Established 1991*

April 10, 2015

City of De Pere
 925 South Sixth Street
 De Pere, WI 54115
 Attn: Mr. Scott Thoresen
via email: sthoresen@mail.de-pere.org

RE: VERIZON WIRELESS-Proposed Antenna Modification – LL Consent Request

Tower Lease Agreement dated July 17, 1997 between City of De Pere, and PrimeCo Personal Communications, L.P., d/b/a Verizon Wireless

Site ID: 113394-Depere WT

Address: 1501 Merrill Street, De Pere, WI 54115

Coordinates: 44-26-31.7 N / 88-3-2.5 W

Project #: 20151192144

Mr. Thoresen:

The aforementioned Lease Agreement authorizes Verizon Wireless to use its leased premises for the operation and maintenance of its wireless communication facility ("Cell Site"). We value our relationships with our Landlords and want to keep you informed of maintenance upgrades of the Cell Site facilities installed on your property.

Verizon Wireless would like to request consent to modify its equipment installation, to incorporate technology known as "PCS", on the above referenced location in accordance to the enclosed set of Construction Drawings. Specifically, Verizon Wireless is proposing to replace (9) existing panel antennas with (9) new panel antennas, as well as adding appurtenances at the site. A structural review is in process and will be provided upon completion.

Upon review of the attached CDs, please feel free to contact me if you should have any questions or concerns regarding the proposed installation. If none, please sign below to acknowledge acceptance of this proposed upgrade.

Sincerely,

Sandy Banfield
 Buell Consulting, Inc.,
 On behalf of Verizon Wireless
 fonseca_sandy@hotmail.com
 562-235-5674

ACKNOWLEDGEMENT:

Scott Thoresen, Director of Public Works

City of De Pere

920-339-8095

Date: _____

ACCESS INFORMATION

Listed below is the name and telephone number of the person that Verizon Wireless needs to contact in order to coordinate the logistics of the proposed modification.

ATTACHMENTS:

Preliminary CDs 04/10/15



DIXON

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

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (414) 529-1859
Fax: (414) 529-3120

Proposal/Contract Agreement for Antennas

Verizon Upgrade

(De Pere, Wisconsin 250,000 Legged Merrill 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 Verizon (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 BASIC AGREEMENT

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 **Six Thousand One Hundred** dollars **\$6,100**. 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 Pre-Con, and Upgrade Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, P.E.

06/19/15

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*Verizon Upgrade**(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)*

- I. Design and Plan Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included.
- II. Site Work for:
 - a. Preconstruction (preinstallation) meetings-attend and participate.
 - b. Installation inspections-inspect upgrade installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B*Verizon Upgrade**(De Pere, Wisconsin 250,000 Legged Merrill 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 and Plan Review, the lump sum of **\$1,350**.
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item II
 1. **(1)** Preconstruction Meetings **\$950** per meeting
 2. **(4)** Installation and Post Inspections **\$950** per inspection

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.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day	\$100 per diem, per day
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH DECEMBER 31, 2015

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 13, 2015

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Engineering Technical Services Regarding Installation of AT&T's Wireless Antennae Facilities on Merrill Water Tower*

The City received a request from AT&T regarding installation of wireless antennae facilities on the City's Merrill Street water tower. (See request). 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 AT&T. Staff has received payment from AT&T for funding the engineering services to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the AT&T's wireless upgrade on the Merrill Street water tower.

ATTACHMENTS:

- AT&T Request - Merrill Tower (PDF)



May 1, 2015

CITY OF DEPERE
ATTN: CITY ADMINISTRATOR
335 South Broadway
DePere WI 54115

Re: Lease Agreement ("Agreement") between CITY OF DEPERE ("Landlord") and New Cingular Wireless PCS, LLC ("AT&T").
Initiative: LTE 2C 2015 AT&T Mobility Site#: WI6443 FA#: 10083186
Site Name: MIL143A
Site Address: 1501 MERRILL STREET DE PERE WI 54115

Dear Sir or Madam:

This letter is to notify you that in the coming months, AT&T Mobility ("AT&T") through its Regional Site Development Vendor, Mastec Network Solutions, LLC ("Mastec"), is planning a modification and/or maintenance project at the above referenced Site. This upgrade project is being undertaken so that AT&T may continue to provide the highest level of quality service possible to their wireless customers.

During the project, Mastec's assigned General Contractor will perform work on AT&T's Communication Facility. Such work may consist of replacing and/or adding equipment to AT&T's lease area. **Pursuant to the Agreement, site modifications require consent (please see below).** Attached please find the drawings related to this project for your review.

In consideration of your relationship with AT&T and to ensure there is no interruption to your normal business operations/other tenants and that AT&T's Access Rights under the Agreement are provided for, **please provide a contact person through whom the work can be scheduled and coordinated prior to the General Contractor's arrival.**

Contact Name: _____ Contact Title: _____
Office Phone: _____ Cell Phone: _____
Email: _____

Additionally, **please check the appropriate box(s) below** to ensure we meet your expectations prior to project start:

☐ Please provide a Certificate of Insurance ("COI") for any contractors performing work (Please provide COI Requirements).

☐ Additional Comments: _____

Consent for the work referenced above and detailed in the attached drawings is hereby granted, conditional upon the issuance of all necessary City approvals and permits:

Approved by:

By: _____

Print: _____

Title: _____

Date: _____

Please send this completed page by email to Reid.Neuman@Mastec.com or by FAX to 630.250.1353. Should you have any questions, please contact Reid Neuman at (847) 463-5911.

Very truly yours,

Ken Stockero

Ken Stockero
Project Manager

VIA FEDEX: 773504944464

Attachments: LTE 2C Construction Drawings, Structural Analysis



DIXON

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

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (414) 529-1859
Fax: (414) 529-3120

Proposal/Contract Agreement for Antennas

(De Pere, Wisconsin 250,000 Legged Merrill 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 AT&T (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 BASIC AGREEMENT

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 Seven Thousand Four Hundred dollars **\$7,400**. 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

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, P.E.

06/06/14

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

(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)

- I. Initial Site Inspection – Site Walk:
 - a. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - a. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - b. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(De Pere, Wisconsin 250,000 Legged Merrill 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, Initial Site Inspection-Site Walk, the lump sum of \$1,300.
 - ii. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,350.
(Site Walk prerequisite \$1,300)
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item III
 1. (1) Preconstruction Meetings \$950 per meeting
 2. (4) Installation and Post Inspections \$950 per inspection

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.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day	\$100 per diem, per day
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2015

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 13, 2015

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Engineering Technical Services Regarding Installation of AT&T's Wireless Antennae Facilities on Matthew Water Tower*

The City received a request from AT&T regarding installation of wireless antennae facilities on the City's Matthew Street water tower. (See request). 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 AT&T. Staff has received payment from AT&T for funding the engineering services to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the AT&T's wireless upgrade on the Matthew Street water tower.

ATTACHMENTS:

- AT&T Request - Matthew Tower (PDF)



June 22, 2015

City of De Pere
335 South Broadway
Attn: City Administrator
De Pere WI 54115

Re: Lease Agreement ("**Agreement**") between City of De Pere ("**Landlord**") and New Cingular Wireless PCS, LLC ("**AT&T**").
Initiative: LTE 2C 2016 **AT&T Mobility Site#:** WI6303 **FA#:** 10096531
Site Name: WI-6303/Matthews Water Tank
Site Address: 1725 EAST MATTHEW DRIVE DE PERE WI 54115

Dear Sir or Madam:

This letter is to notify you that in the coming months, AT&T Mobility ("AT&T") through its Regional Site Development Vendor, Mastec Network Solutions, LLC ("Mastec"), is planning a modification and/or maintenance project at the above referenced Site. This upgrade project is being undertaken so that AT&T may continue to provide the highest level of quality service possible to their wireless customers.

During the project, Mastec's assigned General Contractor will perform work on AT&T's Communication Facility. Such work may consist of replacing and/or adding equipment to AT&T's lease area. **Pursuant to the Agreement, site modifications require consent (please see below).** Attached please find the drawings related to this project for your review.

In consideration of your relationship with AT&T and to ensure there is no interruption to your normal business operations/other tenants and that AT&T's Access Rights under the Agreement are provided for, **please provide a contact person through whom the work can be scheduled and coordinated prior to the General Contractor's arrival.**

Contact Name: _____ Contact Title: _____

Office Phone: _____ Cell Phone: _____

Email: _____

Additionally, **please check the appropriate box(s) below** to ensure we meet your expectations prior to project start:

☐ Please provide a Certificate of Insurance ("COI") for any contractors performing work (Please provide COI Requirements).

☐ Additional Comments: _____

Consent for the work referenced above and detailed in the attached drawings is hereby granted conditional upon the issuance of a building permit

Approved by:

By: _____

Print: _____

Title: _____

Date: _____

Please send this completed page by email to Reid.Neuman@Mastec.com or by FAX to 630.250.1353. Should you have any questions, please contact Reid Neuman at (847) 463-5911.

Very truly yours,

Ken Stockero

Ken Stockero
Project Manager

Attachments: Construction Drawings, Structural Analysis



DIXON

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

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (414) 529-1859
Fax: (414) 529-3120

Proposal/Contract Agreement for Antennas

(De Pere, Wisconsin 500,000 Spheroid Matthew Drive 49-05-11-03)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of De Pere, Wisconsin (OWNER) to contract with DIXON for technical services for AT&T (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.

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2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, P.E.

06/06/14

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.
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 - 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.
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 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

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- 6.01 Controlling Law
- A. This Agreement is to be governed by the law of the state in which the Project is located.
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- 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

(De Pere, Wisconsin 500,000 Spheroid Matthew Drive 49-05-11-03)

- I. Initial Site Inspection – Site Walk:
 - a. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - a. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - b. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B*(De Pere, Wisconsin 500,000 Spheroid Matthew Drive 49-05-11-03)***I. PAYMENT**

- a. When service is rendered Owner shall pay DIXON the following line item prices:
 - i. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,300.
 - ii. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,350.
(Site Walk prerequisite \$1,300)
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item III
 - 1. (1) Preconstruction Meetings \$950 per meeting
 - 2. (4) Installation and Post Inspections \$950 per inspection

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.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day	\$100 per diem, per day
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2015

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 13, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Discussion on Roof Drain Inspection and Connection to Storm Sewers

The purpose for this item is to discuss a proposed program to be used this summer to identify potential roof drains that are connected to the sanitary sewer.

Background

When the older buildings were constructed in the downtown area, the City used combined sewers to transport sanitary and storm water. Because all water flowed to the same sewer system, the roof drains from buildings were connected to the same sewer pipes. When sewers were separated to sanitary and storm sewer, generally the combined sewer became the sanitary sewer and a new storm sewer was constructed. Many of these roof drains are still connected to the sanitary sewer. During several recent reconstruction projects, we have identified and disconnected roof drains from the sanitary sewer and worked with the property owner to reconnect to the new storm sewer laterals.

The City's municipal code prohibits the discharge of water from roof drains to the sanitary sewer. Section 26-5 - Storm drainage address roof water as follows:

- (a) Clear water. Clear water shall include water from roof drains, surface drains, foundation water drains, cistern overflows, refrigerator cooling waters and water from air conditioning equipment.*
- (b) Discharge to sanitary sewers. No person shall discharge any clear water by means of sump pump or roof drains into any sanitary sewer, and no person shall permit rainwater or surface water to drain directly into any sanitary sewer.*
- (c) Discharge to storm sewer. All clear water shall discharge directly into a storm sewer where such sewer is available, and the director of public works may direct such connection if he or she deems it necessary and in the public interest.*

Discussion

Staff is proposing to send letters to property owners for buildings within the area on the attached maps to coordinate a dye test of the roof drains. The dye test will involve staff dropping a dye

tablet in one of the roof drains, flushing the dye tablet with water, and inspecting the adjacent sanitary and storm sewer by a combination of televising and manhole inspections. Staff is proposing to begin this work in August and complete as many properties as possible prior to leaf collection in the fall. The locations of the roof drain connections to sanitary or storm sewer would be documented.

The information on roof drains connected to sanitary sewers would be used for street construction scheduling. When streets have been resurfaced in the past, storm sewer has not been added unless there is a known problem. By identifying properties with roof drains connected to the sanitary sewer, storm sewer could be incorporated into street resurfacing projects. Staff will be able to notify property owners about the construction of storm sewer and the associated assessments. Property owners will have time to plan for the assessments and internal work they will need to complete to connect the roof drains to a storm lateral.

The City pays the Green Bay Metropolitan Sewerage District for the treatment of clear water from inflow and infiltration. The cost for treating this water is around \$500,000 per year.

Roof drains are considered inflow because there is a direct connection to the sanitary sewer that results in a very high spike in wastewater during and immediately after a rain event. There are many other sources of clear water from infiltration sources. There are sources of infiltration from City owned facilities and private facilities. Some of the infiltration sources from City owned facilities include manholes (covers and joints) pipe joints, and cracked pipes. The City has several programs in place to eliminate these sources including pipe replacement and lining, pipe joint grouting, and manhole lining and replacement. There are many sources of infiltration on the private side of the sewer system. These sources include foundation drains directly connected to the sewer laterals, sump pump discharges to sewer laterals, and from the joints and cracks in the sewer laterals. At this time, there are no policies in place to address these sources.

Next year, the City will be required to update the municipal code as related to the sanitary sewer by the Wisconsin Department of Natural Resources. The issues of infiltration on the private side of the sanitary sewer will need to be reviewed as part of the code update.

Recommendation

Staff is recommending identification of roof drains connected to sanitary sewer begin this summer.

Property owners will be directed to disconnect roof drains from the sanitary sewer under the following conditions:

- An existing storm connection is available without requiring excavation into a street. If there is a City project scheduled within five years of when the roof drain/sanitary lateral discharge is identified, the property owner would be given the ability to schedule the roof drain work with the City project.
- There is a grass area immediately adjacent to the roof drain where the water can be directed.
- A new storm lateral is provided as part of a project.

Properties that do not have a readily available storm connection would not be required to disconnect from the sanitary sewer at this time. Many of the buildings in the downtown area are surrounded by paved surfaces. Forcing properties to discharge roof drains to these surfaces will create an icing problem in the winter.