



Board of Public Works

Regular Meeting

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

Agenda

Monday, July 10, 2017

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 10, 2017** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

I. Call to Order

1. Roll Call

II. Public Comment

III. Items

1. Approval of the Board of Public Works June 12, 2017 Meeting Minutes.
2. Consider Bids for Design and Construction Management Services of Reid Street Sign Bridge.*
3. Consider Award of Contract 17-09 Pond and Drainage System Construction*
4. Consider Removal of Precision Sealcoating Inc. as Contractor for Project 17-13 Crackfilling and Awarding to Asphalt Seal and Repair, Inc.*
5. Consider Contract Renewal for Commercial & Industrial Cross Connection Control Program*
6. Recommendation regarding the release of a utility easement at the 300 BLK N. Wisconsin Street (Parcel ED-880 & ED-881). Submitted by City of De Pere.*

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 10, 2017 so that arrangements can be made.

Agenda Sent To:

Mayor
Alderspersons
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Definitely De Pere

MCC, Inc.
Precision Sealcoating, Inc.
Asphalt Seal and Repair, Inc.
Hydro Corp

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 10, 2017

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of the Board of Public Works June 12, 2017 Meeting Minutes.

ATTACHMENTS:

- Draft BOPW June 12, 2017 Meeting Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, June 12, 2017

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

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

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

II. Public Comment

None

III. Items

- Approval of the Board of Public Works May 8, 2017 Minutes.

Aldersperson Raasch moved to approve the May 8, 2017 Meeting Minutes, Aldersperson Carpenter seconded the motion. Upon vote, the motion passed.

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

- Consider Compliance Maintenance Annual Report for Wastewater Collection System.*

Eric Rakers, City Engineer, reviewed the Compliance Maintenance Annual Report (CMAR) for Wastewater Collection which covers discharge to the Green Bay Metropolitan Sewer District system. This report is required by the Wisconsin Department of Natural Resources (WDNR). Engineer Rakers stated that the City received an A grade on the Financial Management and an A grade on the Collection System. **Mayor Walsh moved to approve the CMAR report for submittal to the WDNR, Aldersperson Raasch seconded the motion. Upon vote the motion passed.**

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

- Consider Award of Contract 17-07 Asphalt, Curb, and Sewer Repair.*

Eric Rakers, City Engineer, stated that bids were received for Project 17-07 Asphalt, Curb, and Sewer Repair. This work includes: spot storm sewer relay, inlet repair and replacement, manhole adjustment and repair, spot curb and gutter repair and replacement, asphaltic concrete pavement milling, pulverizing asphaltic concrete pavement, asphaltic concrete paving, and asphaltic concrete pavement patching. Two contractors bid on the project. Engineer Rakers explained how the project would be funded. Discussion followed.

Attachment: Draft BOPW June 12, 2017 Meeting Minutes (6011 : Approval of BOPW June 12, 2017 Meeting Minutes)

Mayor Walsh moved to award the bid for Project 17-07 to Northeast Asphalt, Inc. in the amount of \$447,695.50, Alderperson Raasch seconded the motion. Upon vote, the motion passed.

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

4. Consider Acquiring Parcel WD-207-2-1.*

Eric Rakers, City Engineer, explained that the City of De Pere had been approached by Brown County to purchase parcel WD-207-2-1 in western De Pere. The parcel had gone to auction with the only interested bidder being someone out of state who staff is concerned may not maintain it. Engineer Rakers explained that the City was interested in acquiring this parcel to provide access to maintain a 42-inch storm sewer main that runs east-west through the parcel to the City owned pond located at WD-364-D-540 on Scheuring Road. He stated that future storm water treatment facilities could also be located on this parcel if needed. Mark Soderlund, the owner of an office building at 785 Scheuring Road is also potentially interested in the parcel, and the City would pursue acquiring an easement to access and maintain the City storm sewer located on this property should Mr. Soderlund purchase it. The property cost would be \$201. Discussion followed.

Alderperson Boyd moved to approve the purchase of the property, parcel WD-207-2-1 to maintain access to the City storm sewer, Alderperson Boyd seconded the motion. Upon vote, the motion passed.

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

5. Discuss James Street Fountain.*

Scott Thoresen, Director of Public Works, stated that this topic was discussed at the Board of Public Works (BOPW) meeting on November 7, 2016. The Board had been presented numerous issues with the James Street fountain and the costs of the repairs needed to address the issues. At that time, the Board of Public Works recommended to the Common Council not to make the repairs and instead install planters, until a development plan for that area could be created. Director Thoresen stated that at this time, staff was proposing to fill the existing fountain in with granular material and top it off with stone. Four decorative planters will be placed on the stone filled with some sort of flower arrangement similar to the pots in the downtown area. The estimated costs for the stone, planters, and flowers are \$1,000, which were not budgeted in the 2017 budget. Director Thoresen stated that the staff recommendation was to use undesignated funds to cover the costs.

Mayor Walsh moved to approve the use of \$1,000 of undesignated funds to cover the costs of the stone, planters, and flowers for the James Street Fountain, Alderperson Raasch seconded the motion. Upon vote, the motion passed.

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

IV. Future Agenda Items

V. Adjournment

Mayor Walsh moved to adjourn the June 12, 2017 Board of Public Works meeting, Alderperson Raasch seconded the motion. Upon vote, the motion passed and the meeting was adjourned at 7:50pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 10, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider Bids for Design and Construction Management Services of Reid Street Sign Bridge.*

We received two bids for the design and construction management services of the Reid Street Sign Bridge. In analyzing the bids, we recommend accepting the bid from Graef, however we also recommend including the following expenses; 10% contingency to cover additional administration and management hours, and \$2,400 for soil borings. This would bring the total to \$11,765.

Summary:

Graef Base Bid - \$8,515

Soil Borings - \$2,400

Contingency - \$850

Total - 11,765

ATTACHMENTS:

- 20170626155301537 (PDF)
- 20170626155241772 (PDF)



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

1496 Bellevue St., Suite 502
Green Bay, WI 54311-4251

920-491-9081
800-472-7372
FAX 920-491-9020
www.cedarcorp.com

June 20, 2017

Mr. Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

RE: Design Services Proposal
City of De Pere – Reid Street Sign Bridge Replacement

Dear Marty:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere (City) with Design Services and Construction Management for proposed replacement of the Sign Bridge on Reid Street. Cedar has been in business since 1975, celebrating our 42nd year this month. We have a staff of structural engineers available to complete your Project. We also have staff very familiar with the City's design/bid/construction process based on completion of the West Business Park Development Improvements. Cedar has the staff, experience, and resources to complete the City's project within the required schedule.

PROJECT UNDERSTANDING

Based on a review of the Request for Proposal (RFP) issued on June 6, 2017, a site visit and our discussion with you on June 20, 2017, we have the following understanding.

The City is proposing to replace the Reid Street Sign Bridge because the top support pole is broken and cannot be repaired. At this time, no banners can be hung from this sign bridge. During construction, the City is proposing to allow the Contractor to close the road for the installation of the bridge. This work may also be required to be completed during the night, less impact on the residents and business community. This will require a Traffic Control Plan for the general work and a full closure with a Detour Route. Since this is a connecting highway, the City may have jurisdiction and control the route. If so, Cedar will further discuss this with the WisDOT staff to determine if a permit is required.

The City plans to replace the existing sign bridge, the work includes the following:

- Traffic Control
- Remove the existing sign bridge and foundation.
- Reconstruct a new foundation and sign bridge.
- Restore the areas disturbed to the existing conditions.

Design Services Proposal
 City of De Pere – Reid Street Sign Bridge Replacement
 Page 2 of 6

We do understand the timeframe to complete the design/permitting/bidding/construction phase. This schedule is driven by the need to utilize the poles for various promotions within the downtown area prior to the summer of 2018. The proposed timeframe is reasonable, there is no reason the work cannot be completed to meet your proposed schedule as detailed in the RFP.

SCOPE OF SERVICES

Based on our Project Understanding, as described above, and per the Scope of Services and City Responsibilities provided in the RFP, we offer the following Scope of Services:

- Complete a design of an overhead sign bridge consistent with the current pole system.
 - Design shall be complaint with all local and state regulations.
 - Design to accommodate the installation of banners for strength and mechanical connections.
- Provide detailed plans and details for the replacement of the sign bridge.
- Provide technical specifications to be included in the bid packet.
- Provide bit items and cost estimates.
- Prepare and submit necessary permits to the Wisconsin Department of Transportation.
- Coordinate and conduct soil borings as needed. Propose to subcontract with Professional Service Industries, Inc.
- Provide a schedule of events to be completed.
- Provide construction management services for the installation of the banner pole.
 - Will include initial site visit with Contractor, part time site visits during critical items for construction (estimated to be 8 visits), final inspection and review of payment request from Contractor.
- Coordinate and manage the installation of Sign Bridge prior to May 1, 2018.

Our Services will be provided in the following formats:

- Construction plans will be in AutoCAD Civil 3D format. Electronic submittals of both will be in .dwg and .pdf formats.
- Bid items, quantities, and construction cost estimates in Microsoft Excel format.
- Technical specifications/documents in Microsoft Word format.

In addition to the meetings listed in the detailed Scope of Services, two meetings with City staff will consist of the following:

- **Design Phase**
 - Kickoff meeting with City staff, including a review of the site and sign bridge.

Design Services Proposal
City of De Pere – Reid Street Sign Bridge Replacement
Page 3 of 6

- Final Design meeting.
- **Construction Management**
 - Initial site visit and project kickoff meeting with the contractor.
 - Periodic site visits during installation, estimated to be eight (8) visits.
 - Final meeting and inspection of sign bridge installation.

The main method of correspondence and review will be completed via email with the Project Team. We have included the proposed Project Team as an attachment to this proposal. See Appendix “A”.

COST

Cedar proposes to complete the work scope as identified on the Proposal Fee Schedule in the RFP and attached to this proposal. The method of compensation is also noted on the schedule. See Appendix “B”.

SCHEDULE

Cedar is prepared to complete the projects based on the Schedule in the RFP. It is as follows:

June 21, 2017	Proposals due
July 18, 2017	Award of Proposal (City Council meeting)
July 26, 2017	Project Kickoff meeting
July–September 2017	Design Phase
July–August 2017	Preliminary Design Review meeting
September 2017	Final Design meeting
September 2017	Permit Application submittals to regulatory agencies
October 2017	Bid documents
Fall 2017	Permit acquisition
November–December 2017	Construction Bid Opening
April–May 2018	Construction Phase

INSURANCE

Cedar will provide a certificate of insurance per the RFP requirements at the time of contract execution.

DELIVERY

Cedar will provide the deliverables as listed in the delivery section of the RFP.

Design Services Proposal
City of De Pere – Reid Street Sign Bridge Replacement
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OWNER RESPONSIBILITIES

Cedar understands that City of De Pere will be responsible for and/or provide the following items:

- Provide Cedar a single contract person to make required decisions for the project.
- Provide the following information:
 - GIS data of existing utilities.
 - Aerial view of the property.
 - General size of the banner to be installed.
- Pay the required permit fees, if necessary (i.e., WisDOT Permits).
- The Project Manual and Standard Technical specifications in Word format. Project specific technical specifications to be completed by Cedar.
- The City will prepare the bid documents and bid the Project. The plans will be inserted into a City plan set with the City providing the cover sheet. Additionally, the City will insert the technical specifications in to the bid document. The City will provide the other components to the bid documents, such as the notice to bidders, instructions to bidders, agreement and general conditions.
- The City will provide the Bidding Phase services unless otherwise requested. Cedar will answer the technical questions from the bidders. The City will issue an addendum, if necessary with information provided by Cedar.
- The material testing will be completed as an Allowance to the contract or paid directly by the City to the testing firm working for the City in 2018.

CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing their standard formatting for review and execution by Cedar.

Cedar looks forward to the opportunity to provide services to the City of De Pere. Please do not hesitate to call if you have questions or would require additional information regarding our proposal.

Sincerely,

CEDAR CORPORATION

Thad Majkowski, P.E.
Director

TMM/cap

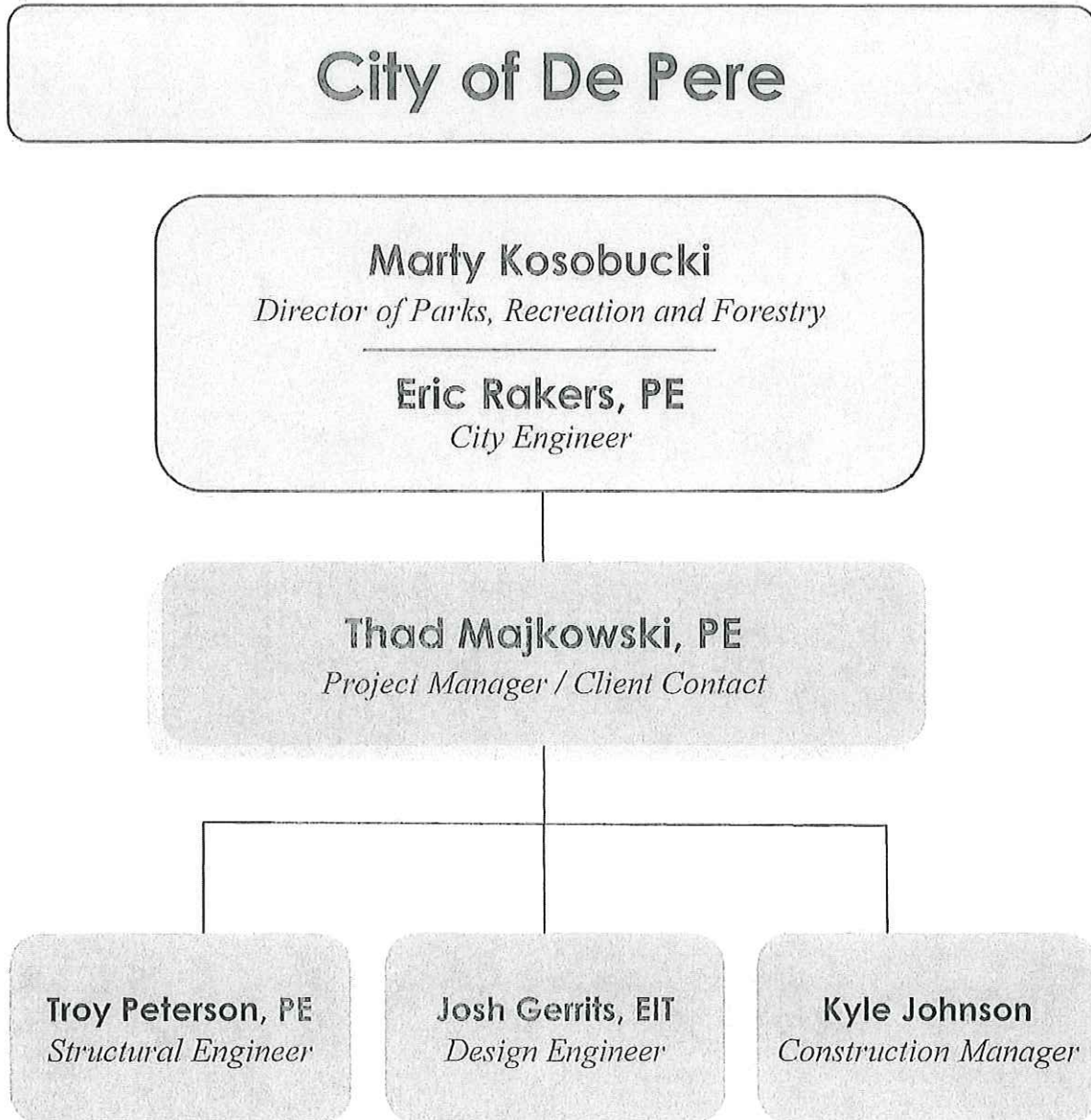
cc: Eric Rakers, P.E., City Engineer, City of De Pere

Design Services Proposal
City of De Pere - Reid Street Sign Bridge Replacement
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APPENDIX "A" PROJECT TEAM



Project Team Organizational Chart



Design Services Proposal
City of De Pere – Reid Street Sign Bridge Replacement
Page 6 of 6

APPENDIX “B” PROPOSAL FEE SCHEDULE

Proposed Fee Schedule

Company Name: Cedar Corporation

Company Address: 1496 Bellevue Street Suite 502, Green Bay, WI 54311

Company Address: _____

Company Representative: Thad Majkowski, P.E.

Signature: _____

Reid Street Sign Bridge -- Design Phase (bid items)	Fee
Design Reid Street Sign Bridge *	\$ 6,275.00
Project Meetings (Two)	\$ 725.00
Soil Borings and report	\$ 2,100.00
Total Design Fee	\$ 9,100.00

* Includes Traffic Control and Detour Plan

Reid Street Sign Bridge -- Construction Phase (bid items)	Fee
Attend Preconstruction meeting	\$ 425.00
Review shop drawings	\$ 575.00
Perform Construction Administration (17 hours)	\$ 1,400.00
Perform Construction observation (38 hours)	\$ 3,100.00
Total Construction Fee	\$ 5,500.00

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com



collaborāte / formulāte / innovāte

June 21, 2017

Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115-1199

SUBJECT: Engineering/Construction Management Proposal
Reid Street Sign Bridge

Dear Marty:

In response to your Request for Proposal for the Reid Street Sign Bridge Design and Construction Management, we are hereby submitting our engineering proposal for the above project.

If we are selected for the project, the engineering design and construction management tasks will be managed and, for the most part, completed by **Dan Herzberg, P.E., and Jeff Rosner, P.E.**, with support as needed by technical staff located in our Green Bay office.

It is our understanding that the project will commence on or about July 18, 2017 and will be completed by May 1, 2018.

We appreciate the opportunity to submit a proposal on this project and look forward to working with you. If you have any further questions, feel free to give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Herzberg".

Dan R Herzberg, P.E.
Associate

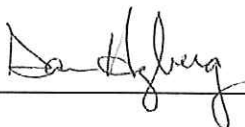
Proposed Fee Schedule

Company Name: Graef-USA, Inc. (d/b/a GRAEF)

Company Address: 1150 Springhurst Drive, Suite 201

Company Address: Green Bay, WI 54304

Company Representative: Dan Herzberg, PE

Signature: 

Reid Street Sign Bridge – Design Phase (bid items)	Fee
Design Reid Street Sign Bridge	\$ 4,450
Project Meetings (Two)	\$ 300
Soil Borings and report	\$ 2,850
Total Design Fee	\$ 7,600

Reid Street Sign Bridge – Construction Phase (bid items)	Fee
Attend Preconstruction meeting	\$ 150
Review shop drawings	\$ 315
Perform Construction Administration	\$ 300
Perform Construction Observation	\$ 150
Total Construction Fee	\$ 915



1280 Parkview Road
Green Bay, WI 54304
Office: 920/347-9040
Fax: 920/347-9044

June 20, 2017

Mr. Dan Herzberg
Graef
e) dan.herzberg@graef-usa.com

Subj: Proposal for Subsurface Exploration Program
Reid Street Sign Bridge
De Pere, Wisconsin

Mr. Herzberg:

In accordance with your request for proposal on June 19, 2017, River Valley Testing Corp is pleased to submit the following proposal for performance of a subsurface exploration at the site of the above referenced project. This proposal is intended to formalize an outline of our general scope of services and to provide cost information.

RVT GEOTECHNICAL PHILOSOPHY

Since our inception in 1990, River Valley Testing Corp has made it a corporate commitment to provide the most responsive service possible. Being the most responsive starts with decreasing the time required to provide our recommendations. River Valley Testing Corp can provide draft boring logs and preliminary recommendations as quickly as two days after completion of the field work. In addition, we can often provide a final report within four weeks of receiving authorization to proceed on a project. Being the most responsive continues with providing recommendations which balance geotechnical concerns for the soil system with practical construction concerns. Therefore, we have always been willing to work with owners, architects, and design engineers to develop cost effective alternatives and recommendations for potentially difficult site conditions. Also, we have found that the most value to a project has been achieved when we become part of the design team. This close association with the team allows us to look for potential concerns upstream where modifications can have the largest savings impact for the project.

PROJECT INFORMATION

RVT understands the project includes replacement of the Reid Street Sign Bridge with a similar pole system, which is an over the road street pole that hosts several street/traffic signs and has the ability to support banners. However, RVT does not know the anticipated foundation loads at this time.

Graef
Reid Street Sign Bridge

June 20, 2017
Page 2

SCOPE OF SERVICES

As requested, one (1) standard penetration test boring will be performed for this exploration. Further, RVT recommends the boring be extended to 20' below the existing grade. We also understand a second boring may be requested for this project. We have included a separate fee for the additional boring in the "Fees" section of this proposal.

The fieldwork will also include notifying Diggers Hotline, boring layout, and surface elevation determination at each borehole. In addition, our estimate includes abandonment of each borehole in accordance with Wisconsin Administrative Code NR141.

The subsurface exploration program will include limited laboratory testing, as we deem necessary to evaluate the classification, strength, and other characteristics of the encountered subsurface materials.

A written report will be prepared documenting the results of the field and laboratory test programs. Included in the report will be boring logs documenting the encountered soil and groundwater conditions, our recommendations concerning suitable foundation types and depths, allowable bearing pressure, and estimate of total settlement. The report will also include our recommendations concerning the possible re-use of on-site soil for backfill, uplift and lateral resistance, construction considerations, and site preparations relative to the subsurface conditions.

SCHEDULE

Weather permitting, we could begin the fieldwork about three to four weeks after receiving authorization to proceed. Further, we anticipate that our written report will be completed about two weeks after completion of the fieldwork.

FEES

It is proposed that the fee for the performance of the above outlined services be determined on a unit price basis. On the basis of the above Scope of Services and the attached Geotechnical Fee Schedule, we estimate the total fee will be approximately **\$2,400**. If an additional boring is requested for this project prior to beginning of the fieldwork, then this estimate should be increased by \$450 for each additional 20' boring.

The above fees assume the site is accessible with a truck mounted drill rig. If RVT is required to coordinate a private utility locate, then we should be contacted so we can revise our proposal.

Graef
Reid Street Sign Bridge

June 20, 2017
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CONDITIONS

Should unanticipated conditions develop necessitating changes in the scope of services, our cost will be based on the actual job work completed in accordance with the attached Geotechnical Fee Schedule. For example, if a soft layer, such as peat, is encountered at the footing elevation, we are likely to request the borings be extended deeper than the depth listed in the "Scope of Services" Section of this proposal. If this situation arises, we will discuss the additional work with you and receive your approval before proceeding. The attached "GENERAL CONDITIONS" is part of this proposal.

INSURANCE

River Valley Testing Corp carries all insurance required by The State of Wisconsin. On your project sites, RVT employees are covered by Workman's Compensation and General Liability Insurance. In addition, the opinions of RVT licensed engineers are covered by Errors and Omissions Insurance. Certificates showing proof of insurance will be submitted upon request.

REMARKS

Should you decide to accept this proposal, please sign one copy of it, complete the attached Geotechnical Project Data Sheet, and return both to us so we may properly establish your file. We look forward to working with you on your project. If you have any questions or need additional information, please contact Mr. Mark King, Branch Manager, at 920/347-9040 or Mr. Alex Barker, President, at 920/886-1406.

Sincerely,

RIVER VALLEY TESTING CORP.



Mark E. King, P.E.
Branch Manager

MEK/mhw

ACCEPTANCE:

Client: _____
Signature: _____
Typed Name: _____
Date: _____

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 10, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Award of Contract 17-09 Pond and Drainage System Construction*

The Engineering Department received bids on Project 17-09 Pond and Drainage System Construction on June 29th, 2017. This project involves work at two locations including:

- Pond construction at Optimist Park.
- Swale repair from City outfall off of Cornellius Martin Court

The project involved a large variety of work including storm sewer installation from sizes of 12” to 24”, excavation, grading, rip rap placement, landscaping, and erosion control. The bids received were as follows:

Contractor	Amount
MCC Inc.	\$194,234.53
Peters Concrete Company	\$198,129.50
Wisconsin Earthworks	\$203,370.00
RC Excavating	\$222,012.50
Radke Contractors, Inc.	\$250,643.02
Advance Construction, Inc.	\$274,185.00
Relyco, Inc.	\$276,000.00

The budgeted amount from the capital improvement budget is \$346,000. Funding will be \$231,000 from the storm water utility and \$115,000 from a Wisconsin Department of Natural Resources grant. The grant will cover up to 50% of the Optimist Park storm water pond construction. The staff recommendation is to award the bid to MCC Inc. in the amount of \$194,234.53.

ATTACHMENTS:

- 17-09 Bid Tab(PDF)

PROJECT 17-09 POND & DRAINAGE

BID TAB

CITY OF DE PERE



3.3.a

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				MCC, INC.		Peters Concrete Co.		Wisconsin Earthworks	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER									
ST-01	Provide 24" RCP Class III, PVC or Polypropylene Storm Sewer (Natural Backfill)	LF	140	\$ 83.00	\$ 11,620.00	\$ 47.50	\$ 6,650.00	\$ 35.00	\$ 4,900.00
ST-02	Provide 15" RCP Class III, or PVC Storm Sewer (Natural Backfill)	LF	45	\$ 82.50	\$ 3,712.50	\$ 38.00	\$ 1,710.00	\$ 28.00	\$ 1,260.00
ST-03	Provide 12" RCP Class III, or PVC Storm Sewer (Natural Backfill)	LF	135	\$ 61.00	\$ 8,235.00	\$ 35.00	\$ 4,725.00	\$ 27.00	\$ 3,645.00
ST-04	Remove and Relay 12" PVC Storm Sewer (MH 1A to Existing Storm Sewer)	LS	1	\$ 1,268.00	\$ 1,268.00	\$ 800.00	\$ 800.00	\$ 375.00	\$ 375.00
ST-05	Provide 5' Diameter Storm Manhole Outlet Structure	EA	1	\$ 3,950.00	\$ 3,950.00	\$ 3,500.00	\$ 3,500.00	\$ 7,400.00	\$ 7,400.00
ST-06	Provide 4' Diameter Storm Manhole	VF	13	\$ 628.00	\$ 8,164.00	\$ 425.00	\$ 5,525.00	\$ 625.00	\$ 8,125.00
ST-07	Core Drill Existing Structure	EA	2	\$ 909.00	\$ 1,818.00	\$ 250.00	\$ 500.00	\$ 750.00	\$ 1,500.00
ST-08	Provide 24" RCP Endwall	EA	1	\$ 967.00	\$ 967.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
ST-09	Provide 15" RCP Enwall	EA	2	\$ 742.00	\$ 1,484.00	\$ 750.00	\$ 1,500.00	\$ 800.00	\$ 1,600.00
ST-10	Provide 12" RCP Endwall	EA	1	\$ 712.00	\$ 712.00	\$ 730.00	\$ 730.00	\$ 650.00	\$ 650.00
ST-11	Remove and Reinstall 21" RCP Endwall with Anchors	EA	1	\$ 1,965.00	\$ 1,965.00	\$ 250.00	\$ 250.00	\$ 800.00	\$ 800.00
ST-12	Install Clay Dam	EA	1	\$ 859.00	\$ 859.00	\$ 150.00	\$ 150.00	\$ 250.00	\$ 250.00
ST-13	Abandon/Remove Existing Storm Sewer and Appurtenances	LS	1	\$ 3,232.00	\$ 3,232.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
STREET AND DRAINAGE									
SD-01	Provide Clearing and Grubbing (Optimist Park Area)	LS	1	\$ 5,411.26	\$ 5,411.26	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00
SD-02	Provide Clearing and Grubbing (Cornellius Martin Area)	LS	1	\$ 8,613.59	\$ 8,613.59	\$ 6,000.00	\$ 6,000.00	\$ 4,250.00	\$ 4,250.00
SD-03	Unclassified Excavation (Optimist Park Area to be Disposed Offsite at Contractor Site)	CY	11,220	\$ 5.15	\$ 57,783.00	\$ 7.60	\$ 85,272.00	\$ 9.00	\$ 100,980.00
SD-04	Unclassified Excavation (Optimist Park Area to be Placed on Site)	CY	1,900	\$ 4.21	\$ 7,999.00	\$ 4.25	\$ 8,075.00	\$ 3.50	\$ 6,650.00
SD-05	Unclassified Excavation (Cornellius Martin Area to be Placed on Site)	CY	30	\$ 26.58	\$ 797.40	\$ 40.00	\$ 1,200.00	\$ 26.00	\$ 780.00
SD-06	Ditch Grading (Optimist Park Swale)	LF	150	\$ 7.41	\$ 1,111.50	\$ 5.00	\$ 750.00	\$ 6.00	\$ 900.00
SD-07	Provide Soil Class A-4	CY	10	\$ 37.87	\$ 378.70	\$ 20.00	\$ 200.00	\$ 26.00	\$ 260.00
SD-08	Landscaping-Topsoil, Seed, Fertilizer and Mulch (Optimist Park Area)	SY	5,600	\$ 0.95	\$ 5,320.00	\$ 1.70	\$ 9,520.00	\$ 1.25	\$ 7,000.00
SD-09	Landscaping – Topsoil, Seed, Fertilizer and Mulch (Cornellius Martin Area)	SY	400	\$ 1.20	\$ 480.00	\$ 2.50	\$ 1,000.00	\$ 3.50	\$ 1,400.00
SD-10	Landscaping – Topsoil, No-Mow Seeding, Fertilizer and Mulch	SY	2,450	\$ 1.05	\$ 2,572.50	\$ 1.80	\$ 4,410.00	\$ 1.50	\$ 3,675.00
SPECIAL CONSTRUCTION									
SC-01	Provide Silt Fence	LF	550	\$ 2.25	\$ 1,237.50	\$ 2.25	\$ 1,237.50	\$ 2.50	\$ 1,375.00
SC-02	Provide Rock Filled filter Bags	EA	60	\$ 10.00	\$ 600.00	\$ 10.00	\$ 600.00	\$ 15.00	\$ 900.00
SC-03	Inlet Protection Type B	EA	3	\$ 35.00	\$ 105.00	\$ 35.00	\$ 105.00	\$ 80.00	\$ 240.00
SC-04	Erosion Mat Urban Class 1, Type B	SY	3,300	\$ 1.70	\$ 5,610.00	\$ 1.70	\$ 5,610.00	\$ 1.85	\$ 6,105.00
SC-05	Provide Heavy Rip Rap w/Geotextile Fabric, Type HR	SY	50	\$ 33.38	\$ 1,669.00	\$ 48.00	\$ 2,400.00	\$ 45.00	\$ 2,250.00
SC-06	Provide Medium Rip Rap w/Geotextile Fabric /Type HR (Optimist Park)	SY	40	\$ 41.14	\$ 1,645.60	\$ 35.00	\$ 1,400.00	\$ 45.00	\$ 1,800.00
SC-07	Provide Medium Rip Rap w/Geotextile Fabric, Type HR (Cornellius Martin Swale)	SY	140	\$ 34.02	\$ 4,762.80	\$ 60.00	\$ 8,400.00	\$ 45.00	\$ 6,300.00
SC-08	Tracking Pad	EA	2	\$ 1,129.53	\$ 2,259.06	\$ 1,200.00	\$ 2,400.00	\$ 750.00	\$ 1,500.00
SC-09	Adjust Manhole	EA	1	\$ 650.00	\$ 650.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00
SC-10	Install Chain Link Fence and Appurtenances	LS	1	\$ 1,795.00	\$ 1,795.00	\$ 1,800.00	\$ 1,800.00	\$ 1,900.00	\$ 1,900.00
SC-11	Install Temporary Safety Fence	LF	2,200	\$ 2.30	\$ 5,060.00	\$ 2.30	\$ 5,060.00	\$ 2.00	\$ 4,400.00
SC-12	Remove and Salvage Lights & Poles	EA	6	\$ 1200.00	\$ 7,200.00	\$ 250.00	\$ 1,500.00	\$ 450.00	\$ 2,700.00
SC-13	Remove and Salvage Scoreboard	EA	1	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00	\$ 550.00	\$ 550.00
SC-14	Ball Diamond Demolition	LS	1	\$ 6,887.12	\$ 6,887.12	\$ 6,500.00	\$ 6,500.00	\$ 2,350.00	\$ 2,350.00
SC-15	Provide Electrical System Modifications	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 6,500.00	\$ 6,500.00	\$ 3,900.00	\$ 3,900.00
PROFESSIONAL SERVICES									
PS-01	Construction Staking and Record Survey (Optimist Park)	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 3,400.00	\$ 3,400.00	\$ 4,000.00	\$ 4,000.00
	TOTAL BID				\$ 194,234.53		\$ 198,129.50		\$ 203,370.00

Attachment: 17-09 Bid Tab (6031 : Consider Award of Project 17-09*)

PROJECT 17-09 POND & DRAINAGE

BID TAB

CITY OF DE PERE

3.3.a



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7	
				RC Excavating		Radtko Contractors, Inc.		Advance Construction Inc.		Relyco, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER											
ST-01	Provide 24" RCP Class III, PVC or Polypropylene Storm Sewer (Natural Backfill)	LF	140	\$ 88.00	\$ 12,320.00	\$ 83.00	\$ 11,620.00	\$ 80.00	\$ 11,200.00	\$ 67.00	\$ 9,380.00
ST-02	Provide 15" RCP Class III, or PVC Storm Sewer (Natural Backfill)	LF	45	\$ 64.00	\$ 2,880.00	\$ 82.50	\$ 3,712.50	\$ 76.00	\$ 3,420.00	\$ 49.00	\$ 2,205.00
ST-03	Provide 12" RCP Class III, or PVC Storm Sewer (Natural Backfill)	LF	135	\$ 62.00	\$ 8,370.00	\$ 61.00	\$ 8,235.00	\$ 71.00	\$ 9,585.00	\$ 45.50	\$ 6,142.50
ST-04	Remove and Relay 12" PVC Storm Sewer (MH 1A to Existing Storm Sewer)	LS	1	\$ 1,975.00	\$ 1,975.00	\$ 1,268.00	\$ 1,268.00	\$ 2,000.00	\$ 2,000.00	\$ 1,675.00	\$ 1,675.00
ST-05	Provide 5" Diameter Storm Manhole Outlet Structure	EA	1	\$ 4,700.00	\$ 4,700.00	\$ 3,950.00	\$ 3,950.00	\$ 6,000.00	\$ 6,000.00	\$ 6,800.00	\$ 6,800.00
ST-06	Provide 4" Diameter Storm Manhole	VF	13	\$ 495.00	\$ 6,435.00	\$ 628.00	\$ 8,164.00	\$ 440.00	\$ 5,720.00	\$ 525.00	\$ 6,825.00
ST-07	Core Drill Existing Structure	EA	2	\$ 2,850.00	\$ 5,700.00	\$ 909.00	\$ 1,818.00	\$ 250.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00
ST-08	Provide 24" RCP Endwall	EA	1	\$ 1,155.00	\$ 1,155.00	\$ 967.00	\$ 967.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00
ST-09	Provide 15" RCP Enwall	EA	2	\$ 995.00	\$ 1,990.00	\$ 742.00	\$ 1,484.00	\$ 500.00	\$ 1,000.00	\$ 1,610.00	\$ 3,220.00
ST-10	Provide 12" RCP Endwall	EA	1	\$ 975.00	\$ 975.00	\$ 712.00	\$ 712.00	\$ 480.00	\$ 480.00	\$ 850.00	\$ 850.00
ST-11	Remove and Reinstall 21" RCP Endwall with Anchors	EA	1	\$ 1,350.00	\$ 1,350.00	\$ 1,965.00	\$ 1,965.00	\$ 480.00	\$ 480.00	\$ 1,695.00	\$ 1,695.00
ST-12	Install Clay Dam	EA	1	\$ 405.00	\$ 405.00	\$ 859.00	\$ 859.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00
ST-13	Abandon/Remove Existing Storm Sewer and Appurtenances	LS	1	\$ 3,300.00	\$ 3,300.00	\$ 3,232.00	\$ 3,232.00	\$ 2,850.00	\$ 2,850.00	\$ 4,595.00	\$ 4,595.00
STREET AND DRAINAGE											
SD-01	Provide Clearing and Grubbing (Optimist Park Area)	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 3,632.65	\$ 3,632.65	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
SD-02	Provide Clearing and Grubbing (Cornellius Martin Area)	LS	1	\$ 17,775.00	\$ 17,775.00	\$ 6,672.14	\$ 6,672.14	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
SD-03	Unclassified Excavation (Optimist Park Area to be Disposed Offsite at Contractor Site)	CY	11,220	\$ 6.00	\$ 67,320.00	\$ 9.57	\$ 107,375.40	\$ 8.40	\$ 94,248.00	\$ 11.00	\$ 123,420.00
SD-04	Unclassified Excavation (Optimist Park Area to be Placed on Site)	CY	1,900	\$ 5.00	\$ 9,500.00	\$ 4.47	\$ 8,493.00	\$ 4.60	\$ 8,740.00	\$ 4.75	\$ 9,025.00
SD-05	Unclassified Excavation (Cornellius Martin Area to be Placed on Site)	CY	30	\$ 165.00	\$ 4,950.00	\$ 131.13	\$ 3,933.90	\$ 15.00	\$ 450.00	\$ 25.00	\$ 750.00
SD-06	Ditch Grading (Optimist Park Swale)	LF	150	\$ 6.00	\$ 900.00	\$ 16.60	\$ 2,490.00	\$ 10.00	\$ 1,500.00	\$ 8.50	\$ 1,275.00
SD-07	Provide Soil Class A-4	CY	10	\$ 55.00	\$ 550.00	\$ 55.47	\$ 554.70	\$ 20.00	\$ 200.00	\$ 750.00	\$ 7,500.00
SD-08	Landscaping-Topsoil, Seed, Fertilizer and Mulch (Optimist Park Area)	SY	5,600	\$ 1.90	\$ 10,640.00	\$ 1.87	\$ 10,472.00	\$ 3.67	\$ 20,552.00	\$ 2.50	\$ 14,000.00
SD-09	Landscaping – Topsoil, Seed, Fertilizer and Mulch (Cornellius Martin Area)	SY	400	\$ 4.00	\$ 1,600.00	\$ 6.51	\$ 2,604.00	\$ 3.00	\$ 1,200.00	\$ 6.85	\$ 2,740.00
SD-10	Landscaping – Topsoil, No-Mow Seeding, Fertilizer and Mulch	SY	2,450	\$ 2.00	\$ 4,900.00	\$ 2.01	\$ 4,924.50	\$ 4.30	\$ 10,535.00	\$ 5.25	\$ 12,862.50
SPECIAL CONSTRUCTION											
SC-01	Provide Silt Fence	LF	550	\$ 2.30	\$ 1,265.00	\$ 2.25	\$ 1,237.50	\$ 2.50	\$ 1,375.00	\$ 2.00	\$ 1,100.00
SC-02	Provide Rock Filled filter Bags	EA	60	\$ 10.10	\$ 606.00	\$ 10.00	\$ 600.00	\$ 10.00	\$ 600.00	\$ 10.00	\$ 600.00
SC-03	Inlet Protection Type B	EA	3	\$ 35.50	\$ 106.50	\$ 35.00	\$ 105.00	\$ 50.00	\$ 150.00	\$ 75.00	\$ 225.00
SC-04	Erosion Mat Urban Class 1, Type B	SY	3,300	\$ 1.75	\$ 5,775.00	\$ 1.70	\$ 5,610.00	\$ 1.70	\$ 5,610.00	\$ 1.70	\$ 5,610.00
SC-05	Provide Heavy Rip Rap w/Geotextile Fabric, Type HR	SY	50	\$ 35.00	\$ 1,750.00	\$ 37.71	\$ 1,885.50	\$ 45.00	\$ 2,250.00	\$ 37.50	\$ 1,875.00
SC-06	Provide Medium Rip Rap w/Geotextile Fabric /Type HR (Optimist Park)	SY	40	\$ 35.00	\$ 1,400.00	\$ 44.18	\$ 1,767.20	\$ 75.00	\$ 3,000.00	\$ 28.50	\$ 1,140.00
SC-07	Provide Medium Rip Rap w/Geotextile Fabric, Type HR (Cornellius Martin Swale)	SY	140	\$ 32.00	\$ 4,480.00	\$ 41.15	\$ 5,761.00	\$ 85.00	\$ 11,900.00	\$ 41.00	\$ 5,740.00
SC-08	Tracking Pad	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 942.57	\$ 1,885.14	\$ 1,400.00	\$ 2,800.00	\$ 2,250.00	\$ 4,500.00
SC-09	Adjust Manhole	EA	1	\$ 655.00	\$ 655.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
SC-10	Install Chain Link Fence and Appurtenances	LS	1	\$ 1,815.00	\$ 1,815.00	\$ 1,795.00	\$ 1,795.00	\$ 1,600.00	\$ 1,600.00	\$ 1,560.00	\$ 1,560.00
SC-11	Install Temporary Safety Fence	LF	2,200	\$ 2.35	\$ 5,170.00	\$ 2.30	\$ 5,060.00	\$ 3.50	\$ 7,700.00	\$ 4.00	\$ 8,800.00
SC-12	Remove and Salvage Lights & Poles	EA	6	\$ 275.00	\$ 1,650.00	\$ 337.48	\$ 2,024.88	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00
SC-13	Remove and Salvage Scoreboard	EA	1	\$ 1,550.00	\$ 1,550.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
SC-14	Ball Diamond Demolition	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 6,633.01	\$ 6,633.01	\$ 30,000.00	\$ 30,000.00	\$ 6,000.00	\$ 6,000.00
SC-15	Provide Electrical System Modifications	LS	1	\$ 7,100.00	\$ 7,100.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
PROFESSIONAL SERVICES											
PS-01	Construction Staking and Record Survey (Optimist Park)	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 8,490.00	\$ 8,490.00	\$ 8,490.00	\$ 8,490.00	\$ 3,390.00	\$ 3,390.00
	TOTAL BID				\$ 222,012.50		\$ 250,643.02		\$ 274,185.00		\$ 276,000.00

Attachment: 17-09 Bid Tab (6031 : Consider Award of Project 17-09*)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 10, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Removal of Precision Sealcoating Inc. as Contractor for Project 17-13 Crackfilling and Awarding to Asphalt Seal and Repair, Inc.*

It has been requested by the Precision Sealcoating Inc. (Contractor) that Precision Sealcoating Inc. be removed as primary contractor for Project 17-13 Crackfilling. The Contractor will not agree to the City's methods for measurement and payment for this project as outlined in the Work Sequence under Section 01 10 00 Summary of Work in the Project Manual for Project 17-13:

?Payment will be made based on the weight difference from certified scale tickets. The contractor will weigh the material and boiler at the beginning and end of work each day. The contractor will have the option of providing scale tickets at the beginning and end of the project if the boiler is stored inside the gate at the Municipal Service Center for the duration the work is performed.?

These means and methods were put in place to prevent the awarded contractor from using material paid for by the City on private work.

The contract for Project 17-13 Crackfilling was awarded by De Pere Common Council to Precision Sealcoating Inc. on April 18, 2017. Work has yet to start on this project. City staff and Precision Sealcoating Inc. have spoken to the next lowest bidder, Asphalt Seal and Repair, Inc. and they are willing to take over this contract as the primary contractor. The price difference between Precision Sealcoating Inc. and Asphalt Seal and Repair, Inc. was \$675 or \$0.0075 per pound of crack filling material. Precision Sealcoating Inc. is willing to pay the difference between the award prices.

Asphalt Seal and Repair has been awarded work for the City's crackfilling project the last four years and has completed the work without issue.

The change in Contractor would have no impact on the budgeted amount from the capital improvement fund as Precision Sealcoating Inc. has agreed to pay the difference in the award prices.

Staff recommends removing Precision Sealcoating Inc. as the contractor and awarding the new contract to Asphalt Seal and Repair, Inc. and that the bid bond for Precision Sealcoating Inc. be held until payment in the amount of \$675 is received by the City from Precision Sealcoating Inc.

ATTACHMENTS:

- 17-13 Bid Tab(PDF)

PROJECT 17-13 CRACKFILLING AND SEALCOATING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				PRECISION SEALCOATING, INC		ASPHALT SEAL AND REPAIR, INC		AMERICAN PAVEMENT SOLUTIONS, INC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Crackfilling (HI-SPEC, Crafco or Approved equal)	LB	90,000	\$ 0.9375	\$ 84,375.00	\$ 0.945	\$ 85,050.00	\$ 1.39	\$ 125,100.00
TOTAL AMOUNT BID					\$ 84,375.00		\$ 85,050.00		\$ 125,100.00

Attachment: 17-13 Bid Tab (6032 : Consider Removal of Precision Sealcoating Inc. as Contractor for

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 10, 2017

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Contract Renewal for Commercial & Industrial Cross Connection Control Program*

Our contract with Hydrocorp for commercial and industrial cross connection control program has expired. Attached is the contract renewal submitted by Hydrocorp for consideration.

The City is required by the Wisconsin Administrative Code 810.15 to maintain a cross connection control program. Our commercial and industrial cross connection program started in 2008. The purpose of the cross connection program is to ensure that the City provides and protects the water distribution system for safe drinking water. The cross connection program will inspect private plumbing systems for commercial and industrial properties to make sure they cannot contaminate the City's water system. The cross connection program will continue to establish and administer guidelines for controlling cross connections and implementing means to ensure their enforcement so that the public drinking water will be protected both in the City's distribution mains as well as within private buildings.

Hydrocorp is also under contract with the City for ten (10) years performing our residential cross connection inspection program.

It is recommended that City renew our contract with Hydrocorp to continue to perform the cross connection program for commercial and industrial properties. The contract is for two (2) years in the amount of \$55,416.00. The funding for this program is budgeted in the 2017 water utility budget. If you should have any questions or concerns regarding this matter, feel free to contact my office.

ATTACHMENTS:

- Hydrocorp Proposal 6-29-17 (PDF)
- Hydrocorp Agreement 6-29-17 (PDF)

PROPOSAL

CROSS-CONNECTION CONTROL SERVICES

City of De Pere

335 S Broadway
De Pere WI 54115

June 16, 2017

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp® has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



Cross-Connection Control / Backflow Prevention

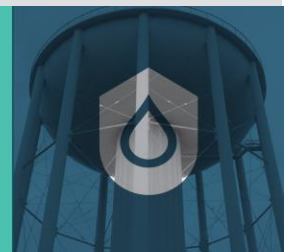
Water Meter Change Out & Installation Services

Legionella Prevention & Control

Water System Surveys / Flow Diagrams

Pipe System Mapping & Labeling

Regulatory Compliance Assistance / Documentation



MIDWEST OFFICE

2665 S. Moorland Rd. Suite 209
New Berlin, WI 53151
800.315.4305 TOLL FREE
262.264.6402 PHONE

hydrocorpinc.com

PROJECT CONSULTANT: Tony
Averbeck

608-234-2949 CELL



Table of Contents

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1. WHY?

1.1. NR 810.15 Cross Connections and Interconnections

Unprotected cross-connections are prohibited. Cross-connections shall be protected as required in [Chapter SPS 382.41](#).

(1) CROSS CONNECTION CONTROL PROGRAM. In order to protect the public water supply system, the water supplier for every municipal water system shall develop and implement a comprehensive cross connection control program for the elimination of all existing unprotected cross-connections and prevention of all future un-protected cross connections to the last flowing tap or end-use device. The program may include providing public education materials in lieu of inspections of low hazard portions of residential or commercial facilities. Low hazard areas consist of normal kitchen and bathroom fixtures. The water supplier shall keep a current record of the cross connection control program available for annual review by the department. The cross connection control program shall include: (a) A complete description of the program and the administration procedures, including designation of the inspection or enforcement agency or agencies. (b) Local authority for implementation of the program, such as ordinance or other governing rule. (c) A time schedule for public education materials, surveys and follow up surveys of consumer premises for cross connections including appropriate record keeping. Unless otherwise authorized by the department, water suppliers for each municipal water system shall cause a survey to be conducted for every residential service a minimum of once every ten years or on a schedule matching meter replacement. Public educational materials, when being provided in lieu of low hazard inspections, shall be provided to the customer no less than every 3 years and with every cross connection survey. Unless a detailed alternative schedule is included in the cross connection control program and is approved by the department, water suppliers for each municipal water system shall cause a survey to be conducted for every industrial, commercial and public authority service a minimum of once every 2 years. Commercial properties of similar or lesser risk to residential properties may follow the same schedule as residential properties. Completed survey results shall be maintained by the water supplier until corrections and follow up surveys have been made. (d) A complete description of the methods, devices, and assemblies which will be used to protect the potable water supply. Compliant methods, devices and assemblies are listed in s. SPS 382.41. (e) Provisions for denial or discontinuance of water service, after reasonable notice, to any premises where an unprotected cross connection exists or where a survey could not be conducted due to denial. (f) Submission to the department of a copy of an ordinance establishing a cross connection control program, an annual report including a total number of all service connections by category, and a report indicating the number of surveys completed in each category for that year. (2) INTERCONNECTIONS WITH OTHER ACCEPTABLE WATER SOURCES. Interconnections between the public water supply system and another source of water are prohibited unless permitted by the department in individual cases. Approval of the department shall be obtained prior to the interconnection.	Requires Municipal Water Suppliers to have a Comprehensive Program  Program must be documented and inspections on a time schedule Inspection frequency (level of hazard) schedule must be authorized by DNR Must reference DSPS 382.41 Plumbing Code  All well to city water interconnections must be permitted individually by DNR
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1.2. Definitions

- Backflow – the undesirable reversal of flow of liquid, gas or other substance in a piping system.
- Backflow Preventer – an assembly, device, or method that prevents backflow.
- Cross-Connection – an actual connection or a potential connection between any part of a potable water system and any other environment that would allow substances to enter the potable water system.
- Cross-Connection Control – a program to eliminate cross-connections or to prevent them from causing a public health threat.
- Cross-Connection Control Survey – the review of the plumbing system to determine the existence of potential or actual cross-connections and to assess the degree of hazard of protected and unprotected cross-connections.

1.3. Common Cross-Connection Hazards

- Garden Hose connections with missing backflow preventers.
- Water Softener discharge lines directly connected to drain piping.
- Boilers with missing or inappropriate backflow preventers.
- Improperly installed or Backflow Prevention Assemblies missing test documentation.
- Toilets with faulty or unapproved anti-siphon fill valves.
- Lawn Irrigation systems with missing or inappropriate backflow preventers.
- Restaurant equipment connected to water supply with missing backflow preventers.
- Dental office equipment with missing backflow preventers.
- Fire Sprinkler systems with missing or inappropriate backflow preventers.
- Chemical mixing systems in janitorial closets with missing backflow preventers.

2. WHAT WE LOOK FOR AND DOCUMENT

2.1. Cross-Connection Control Survey Data

During the Cross Connection Control Survey, the Surveyor will observe common potable water piping connections such as boiler systems, water softeners and threaded hose bibs and other machines/systems connected to the drinking water supply. Each existing backflow preventer will be verified and documented for correct application.

Where unprotected Cross Connections are identified, the Surveyor will document the required corrective action and if possible, give a brief explanation to the occupant before leaving the premises. Common backflow preventers found within residences are described but not limited to the list and photo examples below:



2.2. Sample Photo Illustrations

1. Lawn Sprinkler Backflow Preventers



2. Toilet Tank Anti-Siphon Valves



3. Boiler Backflow Preventer – High Hazard Type (RP)



4. Boiler Backflow Preventer – Low Hazard Type



5. Outside Hose Bibb Fixture



6. Standard Hose Bibb



7. Laundry Tub Threaded Fixture



8. Water Softener Back Flush Drain Hose





3. EXECUTIVE SUMMARY, PROJECT FEES/COST

Based on your current program, HydroCorp™ will provide the following services to the **City of De Pere**. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the **City of De Pere** with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources (DNR) Cross-Connection Control Regulations (NR 810.15). The components of this project include:

- A. Perform Cross-Connection Inspections at individual commercial, industrial, multi-family, and public authority users within the **City of De Pere** served by the public water supply for cross-connections. Inspections will be conducted utilizing the isolation approach as supported with the Wisconsin Department of Safety & Professional Services Code Chapter SPS 382.
- B. Complete **468** Cross-Connection Inspections of commercial, industrial, multi-family, and public authority facilities during the contract period. Water purveyor and building owner will be provided with a detailed corrective action report for each non-compliant facility. Included in the inspections and price are all follow up compliance inspections to be performed by HydroCorp.
- C. **City of De Pere** will provide ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers if required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- D. Data management and program notices for all inspection services will be provided throughout the contract period using the HydroCorp Software Data Management Program. Toll free phone number to our inspection team office for questions from public and plumbers.
- E. Submit computerized comprehensive management reports on a quarterly basis and conduct a compliance review meeting to discuss overall program status and recommendations. Records will also be accessible via secured website.
- F. Review and update the cross-connection control ordinance and update the written cross-connection control plan specific to the **City of De Pere** as required by Wisconsin Department of Natural Resources and the revised regulation NR 810.15.
- G. HydroCorp Inc. will prepare the required DNR Annual Cross-Connection Control Report.

2 Year Cross-Connection Control Program:

468 Non-Residential CCC Inspections:

\$55,416.00

HydroCorp will invoice \$55,416.00 in 24 monthly installment amounts of 2,309.00

Submitted by: HydroCorp – Midwest Regional Office | 2665 S. Moorland Rd., Suite 209 | New Berlin, WI 53151
Tony Averbeck | 608-234-2949 | tony@hydrocorpinc.com

Accepted by:

X

City/Utility Representative (Signature)

Date

Printed Name / Title



4. APPENDIX

4.1. The HydroCorp Promise

HydroCorp is the Safe Water Authority.™ It is our duty to provide the most precise and comprehensive technical services in the industry. It also means delivering those services with expert knowledge, professionalism, and sensitivity to budgets and schedules – the highest standard of water safety oversight, combined with the highest value.

The Result – Your water system is compliant. Your risk and exposure are reduced. Your water – and your people – are protected.

4.2. Company Overview

- Founded in 1983 and incorporated in 1988.
- The firm has grown from two employees to a staff of over 50 full time associates in multiple states. Average tenure with the company is 7 years and employee turnover is less than 10%.
- HydroCorp Conducts over 30,000 on site, Cross-Connection Control Inspections **annually**.
- HydroCorp provided Cross-Connection Control Program Management Services to over 240 communities in several states including: Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida and Minnesota. We still have our first customer!
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), and American Society for Sanitary Engineering (ASSE). We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp staff and company are active members in many water industry associations including:
 - American Water Works Association (AWWA) | AWWA – Wisconsin Chapter
 - National Rural Water Association (NRWA) | Wisconsin Rural Water Association
 - American Public Works Association (APWA)

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this **August 1, 2017** by and between the **City of De Pere** organized and existing under the laws of the State of Wisconsin, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten-year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** City of De Pere will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **468** total inspections over a **2-year** contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **468** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, worker's compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **August 1, 2017** and end **two (2) years** from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew under the same terms of this Agreement for two (2) consecutive one (1) year periods.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$2,309.00** per month, **\$27,708.00** annually for a **two (2)** year contract period totaling **\$55,416.00**.
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.



- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.



- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin
- 5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.



- 5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o John Hudak
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of De Pere
335 S Broadway
De Pere WI 54115

- 5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of De Pere

By:
Title:

HydroCorp



By: John Hudak
Its: President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 10, 2017

DEPARTMENT: Board of Public Works

FROM: Peter Schleinz

SUBJECT: Recommendation regarding the release of a utility easement at the 300 BLK N. Wisconsin Street (Parcel ED-880 & ED-881). Submitted by City of De Pere.*

See attached for a detailed description.

ATTACHMENTS:

- Report to Board of Public Works - Easement Release (DOCX)

Item: Recommendation regarding the release of a utility easement at the 300 BLK N. Wisconsin Street (Parcel ED-880 & ED-881). Submitted by City of De Pere.*

SITE MAP



REQUESTED ACTION: Release of Easement Request.*

Release of a utility easement on the subject property to allow for future building development.

COMMON DESCRIPTION: 300 BLK N. Wisconsin Street, located between Wisconsin Street and an unnamed alley, south from Cass Street and north from William Street.

PARCEL NUMBERS:	ED-880 & ED-881
EXISTING ZONING:	B-1 (Central Business District)
PROPOSED ZONING:	None.
SURROUNDING LAND USES:	Parking, business and residential to the north. Business to the south. Business loading area and residential to the east. Parking and business to the west.
COMPREHENSIVE PLAN:	Commercial
APPLICANT NAME:	City of De Pere
SITE HISTORY:	The utility easement was created in 1986 via Certified Survey Map Volume 17, Page 161. The subject property was originally used for residential purposes up to and past 1978. By 1992 air photos indicate that the properties were developing into a commercial area similar to what is seen today. In 2017, the Common Council approved property acquisition terms for New Leaf Cooperative Market to purchase and develop a portion of Parcel ED-881 in Downtown De Pere. The approval included direction to staff to complete the required mechanisms to create a fee parcel land division via CSM, a Right-of-Way Vacation, and a Utility Easement Release. This release of easement request reflects this direction. • The land division would divide Parcel ED-881 into two rectangular portions. The southern 48-feet would become a developable lot for New Leaf. The northern 24.5-feet would be reconstructed as a drive lane to connect the municipal parking lot to the existing alley and maintain access to the privately owned stalls to the north. The CSM was considered by the Plan Commission on June 26, 2017, and will be considered by the Common Council on August 15, 2017. • The right-of-way vacation includes part of Wisconsin Street and an alley to the east. The vacation was considered by the Plan Commission on June 26, 2017, by Common Council on July 5, 2017, and will be again considered by the Common Council on August 15, 2017. • The release of easement relates to an easement that cuts diagonally across Parcel ED-881. The easement must be relocated northward to horizontally cut across Lot 2 of the above-referenced proposed CSM (see blue area on Site Map for relocation area). The release of easement will be considered by the Board of Public Works on July 10, 2017, and will be considered by the Common Council on August 15, 2017.

REVIEW:

When reviewing a release of easement request, staff considers the future need for utilities in the area as well as the location of alternative easements, recommendation of the Comprehensive Plan, and proposed future development.

Staff worked with WPS, AT&T, Spectrum, and City DPW to determine if any existing utilities were located within ED-880. Likewise, City Department of Public Works identified the actual locations of utilities within the Parcel. The following utilities were identified, which require either abandoning or relocation:

- Electric
- Fiber Optic
- Storm Sewer (City)

It has been identified that the utilities could be moved or abandoned at the cost of the New Leaf developer. AT&T and Spectrum provided no comment.

The future needs of utilities may be accommodated by creating a new utility easement that cuts through Lot 2 of a proposed Certified Survey Map for Parcel ED-881.

REVIEW PROCESS:

For release of easement requests, the Board of Public Works provides a recommendation to the Common Council. The Common Council reviews the release, and if approved, formal Release of Easement documents are prepared by the City Attorney for signing by utilities and recording at the Register of Deeds office. The anticipated review date by Common Council is August 15, 2017

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Release of Easement request subject to the following:

1. Subject to release acceptance by utilities that have authority to utilize the easement.
2. Lot 2 of a proposed CSM for Parcel ED-881 becomes a new utility easement for the purpose of relocating existing utilities.
3. The eastern end of Lot 1 of a proposed CSM for Parcel ED-881 becomes a new utility easement for the purpose of relocating existing utilities.
4. The release of easement should be recorded after proper arrangements are made for the relocation of any existing utilities within the easement.

EXISTING ELECTRIC & FIBER OPTIC UTILITIES:



EASEMENT EXHIBIT:

11060810

5230

CERTIFIED SURVEY MAP

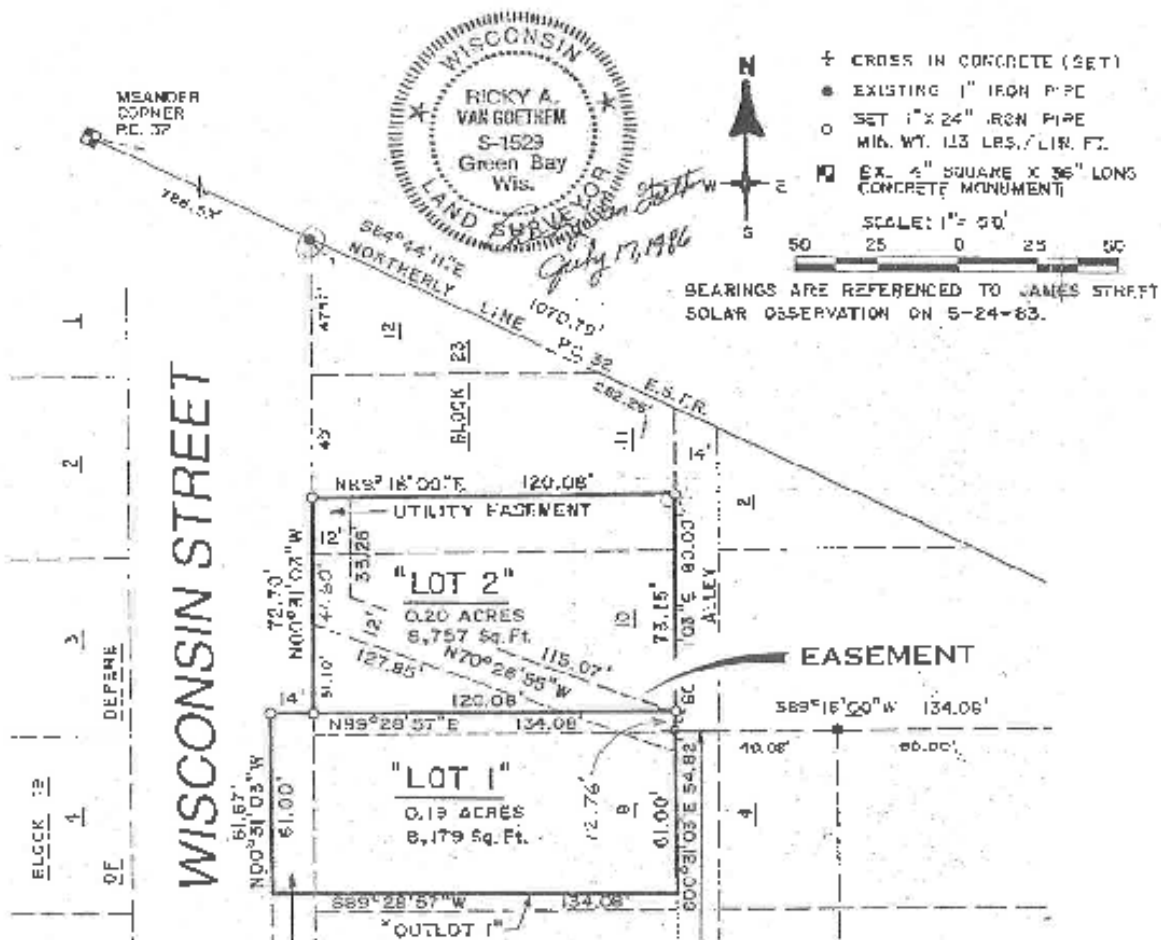
DRAWN BY: M.S.
J.H. 404063
7-11-86PART OF LOTS 9, 10, AND 11 IN BLOCK 23 AND VACATED WISCONSIN STREET IN THE
PLAT OF DEPERE, CITY OF DEPERE, BROWN COUNTY, WISCONSIN.

EXHIBIT:

RELEASE OF 12' IN WIDTH UTILITY EASEMENT

Sheet 2 of 2

LEGAL DESCRIPTION FOR EASEMENT:

Part of Lots 1 and 2, Volume 17 of Certified Survey Maps, Page 161, Map Number 3230, being part of Lots 9, 10 and 11, Block 23, Plat of De Pere, City of De Pere, Brown County, Wisconsin described as follows:

Beginning at the Northwest corner of said Lot 2; thence N89°16'00"E, 12.00 feet on the north line of said Lot 2; thence S00°31'03"E, 33.28 feet; thence S70°26'55"E, 115.07 feet to the east line of said Certified Survey Map; thence S00°31'03"E, 12.76 feet on said east line; thence N70°26'55"W, 127.85 feet to the east right of way of Wisconsin Street; thence N00°31'03"W, 41.60 feet on said right of way to the Point of Beginning.