

BOARD OF PUBLIC WORKS MEETING NOTICE

Pursuant to Wisconsin Statutes § 19.84, notice is hereby given to the public and news media that a regular meeting of the Board of Public Works of the City of De Pere will be held on Monday, June 11, 2012 at 7:30 pm in the Council Chambers of the City Hall, 335 South Broadway, De Pere, WI 54115.

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.

* Agenda item requires City Council action.

AGENDA FOR SAID MEETING:

1. Roll Call.
2. Approve minutes of the regular meeting held on May 7, 2012, which were previously forwarded to Board Members.
3. Approve minutes of the special meeting held on May 22, 2012, which were previously forwarded to Board Members.
4. Public Comment
5. Consider Board of Public Works Vice Chairperson
6. Consider Changes to Street Parking on Reid and Main *
7. Consider Sign Permit Appeal by Hanna's Nails & Spa located at 327 Main Avenue
8. Consider Approval of Engineering Technical Services for Dixon Engineering Regarding Installation of AT&T's Wireless Antennae Facilities on City Water Towers *
9. Consider Approval for Sale of Surplus Equipment *
10. Consider Award for Project 12-04 - Street Construction and Reconstruction – Glenwood Avenue *
11. Consider Award for Project 12-07 - Asphalt, Sewer & Curb Repairs *
12. Consider Award for Project 12-19 – Mudjack *
13. Consider Award of Project 12-19A – Sidewalk Shaving *
14. Future Agenda Items
15. Adjournment.

Scott J. Thoresen, P.E.
Public Works Director

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 on the day of the meeting so that arrangements can be made.

AGENDA SENT TO:

Alderspersons	Assistant City Engineer
Mayor	Recording Secretary
Administrator	Bulletin Boards
City Attorney	De Pere Journal
Clerk's Office	Green Bay Press Gazette

Legal Office
Public Works Director
City Engineer
Dixon Engineering
Northeast Asphalt Inc.
Concrete Cutters Inc.

TV and Radio Stations
North American Communications
Jeffrey J. Zepnick, Hanna's Nails & Spa, 327 Main Av, De Pere
Feaker & Son's Co.
Badger Concrete Lifting

Property / Business Owner	100 GRANT ST	DE PERE WI 54115-2002
Property / Business Owner	1073 MEADOWLARK RD	DE PERE WI 54115-9648
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Property / Business Owner	1110 W FRANKLIN ST	APPLETON WI 54914-3862
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Property / Business Owner	PO BOX 5381	DE PERE WI 54115
Property / Business Owner	PO BOX 5764	DE PERE WI 54115-5764
Property / Business Owner	PO BOX 5786	DE PERE WI 54115-5786
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Property / Business Owner	PO BOX 810490	DALLAS TX 75381-0490

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**BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN – April 9, 2012**

The Board of Public Works of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Monday, May 7, 2012.

Mayor Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Bauer, Kneisel and Crevier. Alderperson Boyd arrived at 7:45pm. Others present were: Scott Thoresen, Public Works Director; Eric Rakers, City Engineer and Sue Selissen, Recording Secretary.

2. Approval of Minutes. Mayor Walsh moved, seconded by Alderperson Kneisel to approve the minutes of the April 9, 2012, meeting. Upon vote, motion carried unanimously.

3. Consider Request for Revocable Occupancy Permit – The Black Boot. Discussion followed. Mayor Walsh made a motion to approve the Revocable Occupancy permit submitted by The Black Boot, seconded by Alderperson Bauer. Upon vote, motion carried unanimously.

4. Consider Change Order for 2012 Booster Pump Upgrades Project. Discussion followed. Alderperson Kneisel made a motion to approve the 2012 Booster Pump Upgrade Project, seconded by Alderperson Crevier. Upon vote, motion carried unanimously.

5. Consider Proposed Utility Easement – Crow's Nest. Discussion followed. Mayor Walsh made a motion to approve the Proposed Utility Easement - Crow's Nest, seconded by Alderperson Crevier. Upon vote, motion carried unanimously.

6. Consider Proposed Highway Easement – Lawton Place. Discussion followed. Alderperson Bauer made a motion to approve the Proposed Highway Easement – Lawton Place, seconded by Alderperson Boyd. Upon vote, motion carried unanimously.

7. Consider Review of 2012 Sidewalk Repair Orders. Discussion followed. Mayor Walsh made a motion to approve the 2012 Sidewalk Repair Orders, seconded by Alderperson Kneisel. Upon vote, motion carried unanimously.

8. Consider Award for Project 12-05 Sidewalk, Curb and Concrete Pavement Repair. Discussion followed. Alderperson Boyd made a motion to approve award for Project 12-05 Sidewalk, Curb and Concrete Pavement Repair to Sam Sommers Concrete, 2020 W. Capitol Dr, Appleton, WI 54914, in the amount of \$119,891.70, seconded by Alderperson Crevier. Upon vote, motion carried unanimously.

9. Consider Award of Project 12-03 Pipe Lining-CIPP. Discussion followed. Mayor Walsh made a motion to approve award for Project 12-03 Pipe Lining-CIPP to Insituform Technologies USA, Inc., 1177 Birch Lake Blvd, White Bear Lake, MN 55110, in the amount of \$168,833.10, seconded by Alderperson Bauer. Upon vote, motion

carried unanimously.

10. Consider Award of Project 12-01B Sanitary Sewer Relay – Glenwood, Lawton, and Easement. Discussion followed. Alderperson Bauer made a motion to approve award for Project 12-01B Sanitary Sewer Relay – Glenwood, Lawton and Easement to Feaker & Sons Construction Co. Inc., 1669 Ft Howard Av, De Pere, WI 54115, in the Amount of \$401,175.00 with the approval of the Supplemental Item 1 in the amount of \$7,500.00 if Clean Water Funding is received for the Project. The award should be contingent on the City acquiring easements and obtaining the WDNR permit for the project, seconded by Alderperson Crevier. Upon vote, motion carried unanimously.

11. Future Agenda Items. Scott Thoresen informed the Board they will need to vote on a Vice Chairperson for the Board of Public Works at the June meeting.

12. Adjournment. Upon motion by Mayor Walsh, seconded by Alderperson Kneiszel, the Board of Public Works unanimously adjourned at 8:07 pm.

Respectfully submitted

Sue Selissen,
Recording Secretary

**BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN – MAY 22, 2012**

The Board of Public Works of the City of De Pere, Wisconsin, met in special session at the Council Chambers in City Hall, on Tuesday, May 22, 2012.

Mayor Walsh called the meeting to order at 5:20 p.m. Roll call was taken and the following members were present: Alderpersons Bauer, Boyd, Crevier and Kneiszel.

Consider Request for Revocable Occupancy Permit Sidewalk Café Permit-Hansen's Dairy and Deli. Alderperson Bauer moved, seconded by Alderperson Boyd to approve the request. Upon discussion and vote, motion carried unanimously.

There was no public comment and no future agenda items.

Upon motion by Mayor Walsh, seconded by Alderperson Crevier, the Board of Public Works adjourned at 5:25 p.m.

Respectfully submitted,

Vicki L. Scray
Deputy Clerk

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CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



June 11, 2012

To: Board of Public Works

From: Ken Pabich, Director of Planning and Economic Development

RE: Consider Changes to Street Parking on Reid and Main

The Parking and Traffic team has been working on parking needs in the downtown and the goal was to develop a long term recommendations for modifying parking by working with the area businesses. While developing this process, the City has been informed by Associated Bank that they are converting the existing bank use to office use for 40 associates. While this is great news for our downtown, in the short term, it will place a strain on the parking in Nicolet Square, especially for long term parking.

One item that has been discussed is changing some of the street parking to be used for unrestricted parking. Currently all of the parking is restricted to two (2) hour parking. The need for more long term parking has been identified by area businesses in this part of the downtown in the past. With the additional activity in the area, staff feels more parking options are needed as a short term solution.

In areas where we have significant retail occupancy, the restricted parking is important for customer turnover. However areas of lower retail occupancy, we could provide longer term parking that can help with users that need more than 2 hour parking. In essence, individuals could park in the proposed areas and it would relieve parking closer to the retail areas and individuals would not need to move their car every two hours.

The Parking and Traffic team is recommending the following changes to the street parking in the downtown on the west side (please see attached map) and also a modification to the parking in Nicolet Square:

1. Main Avenue:
 - a. Unrestricted Parking between 4th and 5th Street on the north side of Main.
 - b. Unrestricted Parking 275' east from the centerline of 5th on the south side of Main.
2. Reid Street:
 - a. Unrestricted Parking between 3rd and 4th Street on the north side of Reid.
 - b. Unrestricted Parking between 4th and 5th Street on the south side of Reid.
3. Nicolet Square:
 - a. Converting the 20-minute parking stalls which were used by bank customers to long term parking stalls.

In the long term, staff will be working with the area businesses and Downtown De Pere (the City Main Street Program) to put together a recommendation for long term parking changes to City managed lots and possibly additional changes to street parking. While this work is being done, staff feels this change will help offset the demand in this area of the downtown for more parking that is longer than 2 hours.

Recommendation

Staff would recommend modifications to the parking as presented and that it be forwarded the City Council for approval.

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CITY OF DE PERE**MEMO**

TO: Mayor Mike Walsh
Members of the Board of Public Works

FROM: David R. Hongisto, Building Inspector *DRH*

RE: 327 Main Avenue (Projecting sign variance)

DATE: June 4, 2012

Hanna's Nails & Spa, a new business located at 327 Main Avenue is requesting approval to install a projecting sign on Main Avenue. The Sign Ordinance, Chapter 98-15 (7)(d) allows only ground floor commercial businesses having less than 20 lineal feet of street frontage to utilize projecting signs. The building has 44 feet of frontage. Variances have been granted in the past for other projecting signs and language will be incorporated into a revised sign ordinance to allow projecting signage on larger buildings. Based on this information I recommend approval of the variance request.

Hanna's Nails & Spa – Jeff Zepnick

327 Main Ave. Ste. C

De Pere, WI 54115

920-497-7746

May 29, 2012

Mayor Mike Walsh

Members of the Board of Public Works

335 S. Broadway

De Pere, WI 54115

Dear Mayor Walsh and Members of the Board of Public Works,

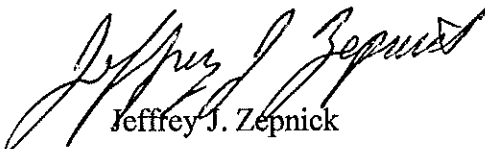
My wife Hanna and I have recently opened a nail salon at 327 Main Ave. Ste. C, in the Nicolet Square between Nicky's and Pasquale's. We would like to put a projecting sign on the Main Ave. side of the building.

We are requesting a variance from the De Pere Sign Ordinance, Chapter 98-15 (7) (d) which states: Only ground floor commercial businesses having less than 20 lineal feet of street frontage shall be permitted to utilize projecting signs. The building currently has 44 feet of street frontage on Main Ave.

We believe the projecting sign will greatly help visibility for our business, and also help bring customers to other downtown businesses in the Nicolet Square.

Thank you for your consideration!

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeffrey J. Zepnick".

Jeffrey J. Zepnick

CC: Dave Hongisto

Carol Tilkens

Owner – The Avenue Shops

327 Main Ave.

De Pere, WI 54115

920-497-7746

May 29, 2012

Mayor Mike Walsh

Members of the Board of Public Works

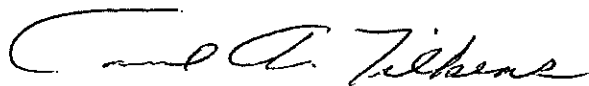
335 S. Broadway

De Pere, WI 54115

Dear Mayor Walsh and Members of the Board of Public Works,

I have met with Jeff and Hanna Zepnick and we have discussed the proposed sign to be placed on the Main Ave. side of the building that I own at 327 Main Ave. I am in favor of the projecting sign being approved for Hanna's Nails & Spa. I believe it will help bring customers to the downtown De Pere area. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carol Tilkens".

Carol Tilkens



CLIENT: HANNA'S NAILS & SPA
LOCATION: 327 MAIN AVE, STE. C, DE PERE
DRAWN BY: AMANDA S.
SALESPERSON: TODD I.
DATE: 5/16/12
DESIGN #: D6106
PAGE: 3B

REVISION	LOC	INTL	DATE	DESCRIPTION
AS	5/21/12			RED & GREEN
AS	5/24/12			UNBOLD "NAILS"

NEON SIGN

QUANTITY: 1 D/F HANGING SIGN
DECOR TOP: FABRICATED ALUMIN.
CABINET: FABRICATED ALUMIN. DEPTH 180
SIDE A: ROLAND PRINT & CUT GRAPHICS
VINYL: L180 PREMIUM VINYL AND LAMINATE
SURFACE(S): FIRST SURFACE
NEON: NONE
SIDE B: ROLAND PRINT & CUT GRAPHICS
VINYL: L180 PREMIUM VINYL AND LAMINATE
SURFACE(S): FIRST SURFACE
NEON: "HANNA'S" IN RED T80
"NAILS & SPA" IN GREEN T80
SIZE: 10MM GLASS
COVER: CLEAR ACRYLIC PANEL TO PROTECT NEON SIDE
FONT(S): NUPTIAL SCRIPT & NEW YORK
TRANSF: REMOTE
MOUNTING: FLUSH TO EXTERIOR WALL
INSTRUCTION: PRODUCE AND INSTALL NEON SIGN AS SHOWN.

SURVEY: SURVEY REQUIRED BEFORE PRODUCTION.

COLORS:		
V-1 GREEN (PMS 376 D)	☒	M-1 T80 (TO MATCH EXISTING)
V-2 RED (PMS 767 D)	☒	M-2 T80 (TO MATCH EXISTING)
P-3 BLACK	☒	

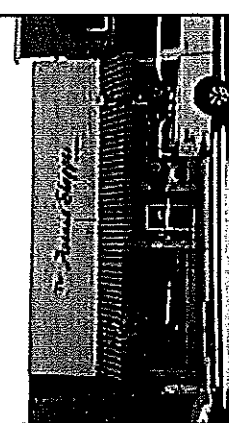
CUSTOMER SIGNATURE FOR DESIGN APPROVAL

DATE

APPROXIMATE SCALE ONLY



A LOCATION VIEWS
1 NOT TO SCALE

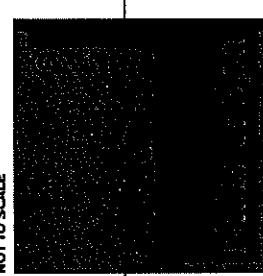


A EXISTING VIEWS
2 NOT TO SCALE

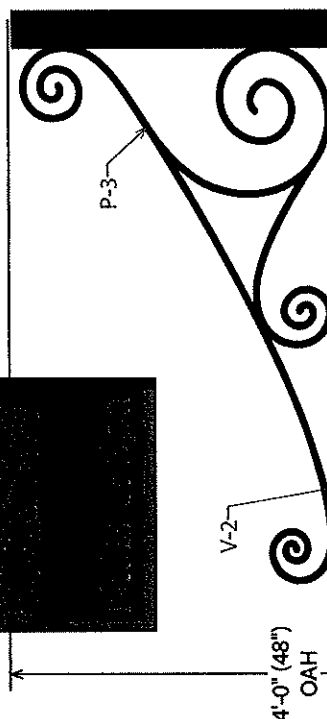
NEON SIGN: OPT 3



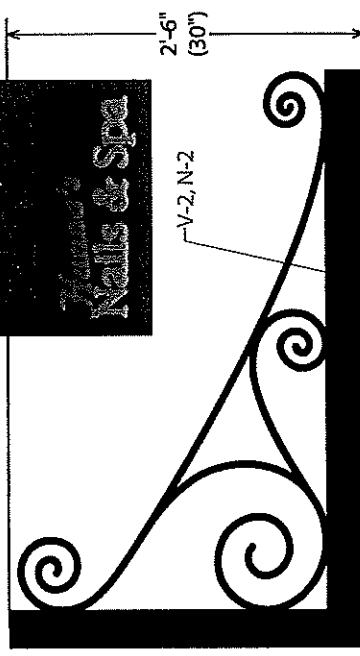
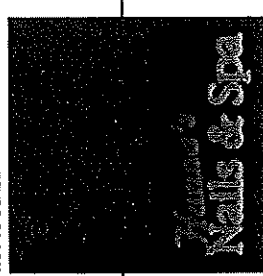
SIDE A NIGHT VIEW
NOT TO SCALE



APPROX.
END VIEW
CROSS SECTION



SIDE B NIGHT VIEW
NOT TO SCALE



4'-0" (48")
OAH

2'-6" (30")

3.5" h
Lowercase
"s"
5" h
Lowercase
"g"

SIDE A (VINYL ONLY)

SIDE B (NEON & VINYL)

A DETAIL VIEWS
3 SCALE 1" = 3/4"



CONCEPTUAL DRAWING ONLY - NOT FOR FABRICATION PURPOSES (SIZES ARE APPROX)

This is an original, unpublished drawing by Creative Sign Co., Inc. It is for your personal use, in conjunction with a project being planned for you by Creative Sign Co., Inc. It is not to be shown to anyone outside of your organization nor is it to be used, reproduced, copied or exhibited in any fashion. Use of this design or the salient elements of this design in any sign done by any other company, without the expressed written permission of Creative Sign Co., Inc., is forbidden by law and carries a civil forfeiture of up to 25% of the purchase price of the sign. Creative Sign will endeavor to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used. All sizes and dimensions are illustrated for clients' conception of the project and are not to be understood as being exact size or exact scale.

City of De Pere Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works
Date: June 4, 2012
Subject: Discussion of Engineering Technical Services Regarding Installation of AT&T's Wireless Antennae Facilities on City Water Towers

The City received a request from AT&T regarding installation of wireless antennae facilities on the City's Merrill Street and Matthew Street water towers. (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 towers 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 Merrill Street and Matthew Street water towers.

Scott Thoresen

From: Scott Thoresen
Sent: Monday, June 04, 2012 7:47 AM
To: Scott Thoresen
Subject: FW: AT&T Antenna Upgrade - WI6303 - 1725 East Matthew Drive, De Pere, WI 54115

From: Andrea Dukes [<mailto:adukes@lcclaw.net>]
Sent: Tuesday, May 01, 2012 5:07 PM
To: Scott Thoresen
Cc: Kevin Hoyt; James Hebert
Subject: RE: AT&T Antenna Upgrade - WI6303 - 1725 East Matthew Drive, De Pere, WI 54115

Hi Scott,

I just wanted to inform you that the fee for Dixons Review has been sent in the mail via priority today.

Thank you,
Andrea Dukes
Lora, Chanthadouangsy & Castellanos, LLC
606 Dundee Avenue
Elgin, IL 60120
O: (847) 380-2484
C: (847) 921-1180
F: (847) 608-1299

From: James Hebert
Sent: Wednesday, April 04, 2012 11:40 AM
To: Scott Thoresen
Cc: Dan Carpenter; Judy Schmidt-Lehman; Ken Pabich; Dave Hongisto; Dennis Jensen; Andrea Dukes
Subject: RE: AT&T Antenna Upgrade - WI6303 - 1725 East Matthew Drive, De Pere, WI 54115

Hello Scott,

We have requested the fees from AT&T and should be receiving the check for the Dixon Engineer review fee soon. I have attached the agreement letter from AT&T that you have requested and the final construction drawings for the above site. Will this still get on the Board of Public works on the 9th and City Council on the 17th for approval?

Please let us know if we should be submitting an application or any other documents in order to help complete zoning and building compliance with DePere at this point. Do not hesitate to ask if you have any questions.

Best Regards,
Jim Hebert

Phone: (847) 380-5004
Fax: (847) 608-1299

 **LORA, CHANTHADOUANGSY
& CASTELLANOS, LLC**
ATTORNEYS AT LAW • SITE ACQUISITION

From: Scott Thoresen [<mailto:sthoresen@mail.de-pere.org>]

Sent: Monday, March 19, 2012 9:52 AM

To: James Hebert

Cc: Dan Carpenter; Judy Schmidt-Lehman; Ken Pabich; Dave Hongisto; Dennis Jensen; Andrea Dukes; Scott Thoresen

Subject: RE: AT&T Antenna Upgrade - WI6303 - 1725 East Matthew Drive, De Pere, WI 54115

Good Morning James:

Dixon Engineering will have to review these plans and oversight of this project for the City of De Pere. I will need a letter of understanding from AT&T that AT&T agrees to pay for the engineering as required by the lease agreement. Once I received this request then I will schedule this matter of the Dixon Engineering contract to go to our Board of Public Works on April 9th and followed by our City Council on April 17th for approval. Once approved we will then need the engineering fees up front from AT&T before the City will enter into agreement with Dixon Engineering for the plan review process and construction oversight.

If you have further questions please let me know.

Have a great day!

Thanks,

Scott

Scott J. Thoresen, P.E.

Director of Public Works

City of De Pere

925 South Sixth Street

De Pere, WI 54115-1199

Office Phone (920) 339-8095

Cell Phone (920) 639-1003

Fax (920) 339-4071

Email: sthoresen@mail.de-pere.org

Facebook: [City of De Pere Facebook](#)

From: James Hebert [<mailto:jhebert@lcclaw.net>]

Sent: Thursday, March 15, 2012 2:58 PM

To: Scott Thoresen

Cc: Dan Carpenter; Judy Schmidt-Lehman; Ken Pabich; Dave Hongisto; Dennis Jensen; Andrea Dukes

Subject: FW: AT&T Antenna Upgrade - WI6303 - 1725 East Matthew Drive, De Pere, WI 54115

Good afternoon Scott,

According to the lease, AT&T is allowed up to 12 antennas. AT&T currently has 6 antennas on the water tower and is proposing to add three more. I have attached the lease, CDs, and the structural. Please review these documents in order to sign off on our consent, which I have attached as well. If you still need to send these documents to Dixon for review, we can request the fees for Dixons review.

Please let me know if you have any questions.

Scott Thoresen

From: Keith Nyman <knyman@frontier.com>
Sent: Monday, May 14, 2012 9:52 AM
To: Scott Thoresen
Subject: RE: De Pere Water Tower located at 1501 Merrill Street (AT&T WI6443 10083186)

Scott –

I left you a voicemail also. You should be seeing the check for the \$8,350 Dixon Scope of Work. Let me know if you don't receive it soon, as it was addressed and made out to your attention.

Thank you,
Keith

Keith A. Nyman | Site Acquisition
SureSite Consulting Group, LLC
(M) 414.704.5375 | Office 216.593.0400 | Fax 216.593.0400
E knyman@frontier.com
www.sure-site.com

From: Scott Thoresen [mailto:sthoresen@mail.de-pere.org]
Sent: Wednesday, March 21, 2012 8:58 AM
To: Keith Nyman
Cc: Judy Schmidt-Lehman; Ken Pabich; Larry Delo; Dan Carpenter; Scott Thoresen
Subject: RE: De Pere Water Tower located at 1501 Merrill Street (AT&T WI6443 10083186)

Good Morning Keith:

Dixon Engineering will need to review these plans. The fees proposed recently for T-Mobile are \$8,350. I will need a written request from AT&T stating they will pay for the engineering review to be done by Dixon. I will then bring this to our Board of Public Works on April 9th and then will go to our City Council for final approval on April 17th. AT&T will be required to pay the fees up front prior to the City entering into a contract with Dixon.

If you have any further questions please let me know.

Thanks,

Scott

Scott J. Thoresen, P.E.
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Office Phone (920) 339-8095
Cell Phone (920) 639-1003
Fax (920) 339-4071

Email: sthoresen@mail.de-pere.org
Facebook: [City of De Pere Facebook](#)

Proposal/Contract Agreement for Antennas

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of DePere, 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 Eight Thousand Three Hundred Fifty dollars **\$8,350**. 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

Chris Kreiner

05/15/12

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

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

- 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

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

I PAYMENT

A. When service is rendered Owner shall pay DIXON the following line item prices:

1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,150.
2. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,250. (Site Walk prerequisite \$1,150)

B. Owner shall pay DIXON the following line items times the number of units used:

1. Schedule A, Item III
 - A. (1) Preconstruction Meetings \$850 per meeting
 - B. (6) Installation and Post Inspections \$850 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 diem, per day <i>(may be increased based on location)</i>	\$100 per diem, per day
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, 2012

Proposal/Contract Agreement for Antennas

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of DePere, 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

Chris Kreiner

03/07/12

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

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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.

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- 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

(DePere, Wisconsin 500,000 Spheroid Matthews 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

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
 - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,150.
 - 2. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,250. (Site Walk prerequisite \$1,150)
- B. Owner shall pay DIXON the following line items times the number of units used:
 - 1. Schedule A, Item III
 - A. (1) Preconstruction Meetings \$850 per meeting
 - B. (6) Installation and Post Inspections \$850 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, 2012

City of De Pere Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works *S. J. T.*
Date: June 4, 2012
Subject: Surplus Equipment

The City has the following equipment that has been replaced with recently replaced police squad cars in the engineering department. They are no longer needed for our existing operations.

- 1996 Ford E-150 Van
- 1990 Ford E-150 Van

It is recommended that the above mention equipment be sold as surplus equipment. It is the intent of staff to put the above equipment on EBAY for sale.

Al Luberda

From: Thomas Blohowiak
Sent: Thursday, April 26, 2012 9:23 AM
To: Vicki Scray
Cc: Dale Haagen; Al Luberda
Subject: RE: Vehicles

Vicki

Here is a list of all the changes

225 PLATE 57321 BUILDING INSPECTOR

Old Ford Crown Vic 2006 VIN 2FAP71W36X142330

NEW Chev Impala 2009 VIN 2G1WS57M191280712

31 PLATE 47247 ENGINEERING

OLD FORD E-150 VAN VIN 1FTEE14Y9THA97556

NEW CHEV IMPALA 2009 VIN 2G1WS57M791280651

33 PLATE 27554 ENGINEERING

OLD FORD E-150 VAN 1990 VIN 1FTDE14Y8LHB44507

NEW CHEV INPALA 2009 VIN 2G1WS57M891279282

ANY QUESTION JUST CALL

TOM

From: Vicki Scray
Sent: Wednesday, April 25, 2012 1:51 PM
To: Dale Haagen; Thomas Blohowiak
Cc: Joe Zegers (jzegers@mail.de-pere.org)
Subject: Vehicles

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Karen Heyrman, P.E., Assistant City Engineer
Date: June 5, 2012
Subject: Consider award for Project 12-04 Street Reconstruction – Glenwood Avenue

The Engineering Department received bids for Project 12-04 Street Reconstruction – Glenwood Avenue on May 31st. This work includes: water main relay, water lateral relay, storm sewer relay, new storm sewer laterals, reconstructing the street with new curb & gutter and asphaltic concrete pavement, driveway replacement, and landscape restoration behind the curb and gutter. This project will be done concurrent with the sanitary sewer relay bid under City Project 12-01B. The bids received were as follows:

Bidder	Amount
Feaker & Sons Co., Inc.	\$554,056.70
Jossart Brothers, Inc.	\$565,931.80
PTS Contractors, Inc.	\$569,244.25
De Groot, Inc.	\$577,652.10
Vinton Construction Company	\$584,909.63
Advance Construction Inc.	\$608,212.35
Dorner Inc.	\$631,412.85
David Tenor Corporation	\$634,732.00

The budgeted amount from the capital improvement fund is \$585,200. Funding will be \$450,000 from the capital improvement fund and \$135,200 from the storm water utility fund. The staff recommendation is to award the bid to Feaker & Sons Co., Inc. in the amount of \$554,056.70.

PROJECT 12-04 Street Reconstruction - Glenwood Avenue

BID TAB

BID TAB																			
ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1 FEAKER & SONS CO. INC.		BIDDER NO. 2 JOSSART, INC.		BIDDER NO. 3 PTS CONTRACTORS, INC.		BIDDER NO. 4 DE GROOT, INC.		BIDDER NO. 5 VINTON CONSTRUCTION COMPANY		BIDDER NO. 6 ADVANCE CONSTRUCTION		BIDDER NO. 7 DORNER INC.		BIDDER NO. 8 DAVID TENOR CORPORATION	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID		
STORM SEWER																			
ST-01	18 x 60-inch Reinforced Concrete Horizontal Elliptical Class HE-TV	LF	360		\$56,520.00	190.00	\$68,400.00	179.00	\$64,440.00	168.33	\$60,598.80	172.00	\$61,920.00	175.00	\$63,000.00	\$183.00	\$65,880.00	185.00	\$66,600.00
ST-02	12-inch RCP Class IV	LF	10		\$2,000.00	200.00	\$2,000.00	116.00	\$1,160.00	136.64	\$1,366.40	138.00	\$1,380.00	130.00	\$1,300.00	\$121.00	\$1,210.00	175.00	\$1,750.00
ST-03	10-inch RCP Class IV	LF	500		\$31,700.00	96.00	\$18,000.00	81.00	\$40,500.00	77.47	\$38,735.00	81.00	\$40,500.00	89.00	\$44,500.00	\$81.00	\$40,500.00	85.00	\$43,500.00
ST-04	24-inch RCP Class IV	LF	60		\$3,450.00	64.00	\$3,840.00	67.00	\$4,020.00	64.57	\$3,874.20	71.00	\$4,260.00	76.00	\$4,560.00	\$67.00	\$4,020.00	65.00	\$3,900.00
ST-05	21-inch RCP Class IV	LF	15		\$10.00	61.00	\$915.00	65.00	\$975.00	71.15	\$1,067.25	79.00	\$1,185.00	72.00	\$1,080.00	\$66.00	\$990.00	92.00	\$1,180.00
ST-06	18-inch RCP Class IV	LF	30		\$1,530.00	55.00	\$1,650.00	60.00	\$1,800.00	65.72	\$1,971.60	60.00	\$1,800.00	66.00	\$1,980.00	\$56.00	\$1,680.00	68.00	\$2,140.00
ST-07	12-inch PVC	LF	400		\$18,000.00	48.00	\$19,200.00	48.00	\$19,200.00	44.12	\$17,648.00	45.00	\$18,000.00	58.00	\$23,200.00	\$46.00	\$18,400.00	57.00	\$22,800.00
ST-08	15-inch PVC	LF	85		\$4,007.75	50.00	\$4,250.00	51.00	\$4,335.00	48.48	\$4,120.80	50.00	\$4,250.00	62.00	\$5,270.00	\$52.00	\$4,420.00	60.00	\$5,100.00
ST-09	8-inch PVC	LF	15		\$60.00	45.00	\$675.00	49.00	\$735.00	50.50	\$757.50	45.00	\$675.00	65.00	\$975.00	\$44.00	\$660.00	60.00	\$900.00
ST-10	6-inch PVC lateral	LF	750		\$9.00	30.00	\$22,500.00	33.00	\$24,750.00	37.40	\$28,050.00	31.00	\$23,250.00	42.00	\$33,500.00	\$38.00	\$28,500.00	57.00	\$42,750.00
ST-11	Service Branch Connection to Existing Pipe	EA	10		\$80.00	100.00	\$1,000.00	240.00	\$2,400.00	303.00	\$3,030.00	185.00	\$1,850.00	300.00	\$3,000.00	\$400.00	\$4,000.00	400.00	\$4,000.00
ST-12	Service Branch Connection to New Storm Sewer	EA	14		\$1,190.00	100.00	\$1,400.00	124.00	\$1,736.00	202.00	\$2,828.00	185.00	\$2,510.00	110.00	\$1,540.00	\$140.00	\$1,960.00	175.00	\$2,250.00
ST-13	Manholes (48" diameter)	VF	18		\$5,850.00	475.00	\$8,550.00	336.00	\$5,868.00	436.54	\$7,677.72	403.00	\$7,254.00	387.00	\$6,966.00	\$400.00	\$9,600.00	385.00	\$6,930.00
ST-14	Manholes (60" diameter)	VF	18		\$9,360.00	590.00	\$10,620.00	550.00	\$9,900.00	672.86	\$12,111.48	742.00	\$13,156.00	660.00	\$11,880.00	\$925.00	\$16,650.00	600.00	\$10,800.00
ST-15	Manholes (72" diameter)	VF	17		\$11,220.00	710.00	\$12,070.00	705.00	\$11,985.00	811.00	\$13,788.53	696.00	\$11,832.00	860.00	\$14,620.00	\$850.00	\$14,450.00	695.00	\$11,815.00
ST-16	Manholes (96" diameter)	VF	7		\$7,525.00	570.00	\$3,990.00	1,144.00	\$8,008.00	1,300.59	\$9,104.13	722.00	\$5,054.00	1,540.00	\$10,780.00	\$1,200.00	\$8,400.00	875.00	\$6,125.00
ST-17	Manholes (120" diameter or approved equal)	VF	17		\$18,700.00	1,200.00	\$20,400.00	1,036.00	\$17,612.00	1,083.88	\$18,425.96	1,133.00	\$19,261.00	1,160.00	\$19,720.00	\$1,600.00	\$22,200.00	1,550.00	\$20,350.00
ST-18	Type B Inlet	EA	17		\$30,940.00	1,500.00	\$25,500.00	1,410.00	\$23,970.00	1,782.55	\$30,103.15	1,563.00	\$26,571.00	1,700.00	\$28,900.00	\$1,600.00	\$27,200.00	1,650.00	\$28,050.00
ST-19	Type A Inlet	EA	1		\$1,350.00	1,300.00	\$1,300.00	1,388.00	\$1,388.00	1,666.50	\$1,666.50	1,192.00	\$1,192.00	1,580.00	\$1,580.00	\$1,550.00	\$1,550.00	1,400.00	\$1,400.00
ST-20	Existing Storm Sewer, Manholes, and Inlets	LS	1		\$13,672.00	15,000.00	\$15,000.00	14,255.00	\$14,255.00	2,525.00	\$2,525.00	23,965.00	\$23,965.00	4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	13,250.00	\$13,250.00
WATERMAIN																			
W-01	6-inch PVC Water Main	LF	340		\$56.16	19,074.00	57.00	54.00	\$18,360.00	71.67	\$24,367.80	63.00	\$21,080.00	82.00	\$27,880.00	\$68.00	\$23,120.00	68.00	\$23,120.00
W-02	6-inch reinforced wedge valve	EA	3		\$2,805.00	950.00	\$2,805.00	995.00	\$2,995.00	1,190.42	\$3,571.26	1,017.00	\$3,051.00	920.00	\$2,760.00	\$1,050.00	\$3,150.00	1,000.00	\$3,000.00
W-03	Fire Hydrant	EA	1		\$2,770.00	2,700.00	\$2,700.00	2,927.00	\$2,927.00	3,021.86	\$3,021.86	2,920.00	\$2,920.00	3,300.00	\$3,300.00	\$3,100.00	\$3,100.00	3,000.00	\$3,000.00
W-04	Provide Connection to Existing Water Main Curb-6"	EA	1		\$1,920.00	1,500.00	\$1,500.00	1,678.00	\$1,678.00	2,020.00	\$2,020.00	1,954.00	\$1,954.00	3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	1,500.00	\$1,500.00
W-05	1-inch HDPE Water Service	LF	110		\$41.00	5,310.00	52.00	50.00	\$6,500.00	43.21	\$5,617.30	49.00	\$6,370.00	45.00	\$5,850.00	\$50.00	\$6,500.00	65.00	\$8,450.00
W-06	1-inch Corporation and Curb Stop (Abandon/Remove Water Main and Appurtenances)	EA	5		\$315.00	1,575.00	200.00	408.00	\$2,040.00	525.66	\$2,628.30	390.00	\$1,950.00	500.00	\$2,500.00	\$600.00	\$3,000.00	420.00	\$2,100.00
W-07	Appurtenances	LS	1		\$3,525.00	750.00	\$750.00	1,157.00	\$1,157.00	2,020.00	\$2,020.00	5,400.00	\$5,400.00	1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	2,000.00	\$2,000.00
W-08	Water Main Offset (6" PVC W/M)	EA	1		\$2,725.00	2,300.00	\$2,300.00	3,398.00	\$3,398.00	4,298.06	\$4,298.06	3,310.00	\$3,310.00	3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	3,505.00	\$3,505.00
STREET AND DRAINAGE																			
SD-01	Remove and Replace 24" Concrete Curb and Gutter	LF	3,720		\$11.45	\$42,594.00	12.00	12.00	\$44,640.00	\$9.74	\$36,232.80	10.74	\$39,055.80	12.23	\$45,405.60	\$11.55	\$42,966.00	10.54	\$39,208.80
SD-02	Provide Reinforcement for Curb and Gutter - 2 #4 Bars	LF	1,180		\$0.61	\$719.80	0.62	0.60	\$708.00	\$0.64	\$755.20	0.80	\$944.00	0.60	\$708.00	\$0.63	\$767.00	0.62	\$731.60
SD-03	Remove and Replace Concrete Drive - 6" Depth	SY	460		\$38.00	\$17,480.00	37.70	42.50	\$17,342.00	\$43.45	\$19,987.00	36.90	\$16,974.00	36.40	\$16,744.00	\$39.00	\$17,040.00	36.46	\$16,771.60
SD-04	Remove and Replace Concrete Sidewalk - 4" Depth	SY	15		\$7.25	\$708.75	47.00	46.20	\$693.00	\$45.45	\$681.75	38.50	\$577.50	40.50	\$607.50	\$48.55	\$728.25	47.38	\$710.70
SD-05	Asphaltic Concrete Pavement, Driveways	SY	85		\$28.65	\$2,435.25	28.30	37.70	\$2,403.50	\$29.43	\$2,501.55	27.75	\$2,387.75	27.75	\$2,387.75	\$39.85	\$3,387.25	28.58	\$2,429.70
SD-06	Mill Asphaltic Concrete Pavement	SY	290		\$14.45	\$4,190.50	14.50	14.60	\$4,205.00	\$15.15	\$4,393.50	14.20	\$4,118.00	3.00	\$870.00	\$15.00	\$4,350.00	14.63	\$4,242.70

ITEM	DESCRIPTION	BIDDER NO. 1 FEAKER & SONS CO. INC.		BIDDER NO. 2 JOSSART, INC.		BIDDER NO. 3 PTS CONTRACTORS, INC.		BIDDER NO. 4 DE GROOT, INC.		BIDDER NO. 5 VINTON CONSTRUCTION COMPANY		BIDDER NO. 6 ADVANCE CONSTRUCTION		BIDDER NO. 7 BORVER INC.		BIDDER NO. 8 DAVID TENOR CORPORATION	
		UNIT	PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE
SD-07	1.75-inch upper layer, Type E1, PG 64+	SY	5.915														
SD-08	Provide Asphaltic Concrete Pavement -																
SD-09	2.25-inch lower layer, Type E1, PG 64+22	SY	5.625														
SD-10	Crushed Aggregate Base Course, 1 1/2-	SY	6.200														
SD-11	inch, 15' Depth	SY	6.200														
SD-12	Crushed Aggregate Base Course, 1 1/2-	SY	6.0														
SD-13	inch, 9' Depth	SY	6.0														
SD-14	Crushed Aggregate Base Course, 1 1/2-	SY	4.64														
SD-15	inch, 6' Depth	SY	4.64														
SD-16	Unclassified Excavation	CY	5.070														
SD-17	Landscaping - Topsoil, Seed, Fertilizer	SY	4.050														
SD-18	and Mulch	SY	4.050														
SD-19	Removal & Restoration of Abandoned	LS	1														
SD-20	Roadway	LS	1														
SPECIAL CONSTRUCTION																	
SC-01	Pipe Foundation Stabilization	CY	100														
SC-02	Inlet Protection, Type B	EA	18														
SC-03	Geogrid Reinforcement	SY	2.500														
SC-04	Adjust Sanitary Manhole	EA	11														
SC-05	Erosion Mat	SY	140														
SC-06	Stone Trapping Pad	EA	1														
		TOTAL BID															
				\$554,056.70		\$565,931.80		\$569,244.25		\$577,652.10		\$608,212.35		\$631,412.85		\$634,732.00	

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Karen Heyrman, P.E., Assistant City Engineer
Date: June 5, 2012
Subject: Consider award for Project 12-07 Asphalt, Curb, and Sewer Repair

The Engineering Department received bids for Project 12-07 Asphalt, Curb, and Sewer Repair on May 31st. This work includes: spot storm sewer, inlet lead, and inlet repair and replacement, manhole adjustment and repair, spot curb and gutter repair and replacement, mudjacking curb, driveway removal and replacement, milling and pulverizing asphaltic concrete pavement, asphaltic concrete paving, sanitary sewer replacement on existing sewer, spot sanitary sewer replacement, and terrace landscape restoration. The bids received were as follows:

Bidder	Amount
Northeast Asphalt, Inc.	\$734,740.85
MCC, Inc.	\$773,601.64

The budgeted amount from the capital improvement budget is \$745,000. Funding will be \$535,000 from the capital improvement fund, \$50,000 from the storm water utility fund, \$15,000 from the sewage revenue fund and funds from other sources as follows: The Fire Department repairs are \$5,000.00. The Park Department repairs are \$70,000. Developers are responsible for the asphalt binder, gravel, and structure adjustments amount of \$70,000.

The staff recommendation is to award the bid to Northeast Asphalt, Inc. in the amount of \$734,740.85.

BID TAB

		BIDDER NO. 1		BIDDER NO. 2	
		NORTHEAST ASPHALT, INC.		MCC, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID
SANITARY SEWER					
SS-01	Remove and Relay 8" PVC Sanitary Sewer	LF	25	\$125.00	\$3,125.00
SS-02	Install New Sanitary Manhole	VF	16	\$390.00	\$6,240.00
SS-03	Core Drilling Existing Sanitary Manhole	EACH	3	\$950.00	\$2,850.00
STORM SEWER					
ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	141	\$40.00	\$5,640.00
ST-02	Remove and Replace Type B Inlet	EACH	14	\$1,975.00	\$27,650.00
ST-03	Install Type A Field Inlet	EACH	1	\$1,225.00	\$1,225.00
STREET AND DRAINAGE CONSTRUCTION					
SD-01	Curb & Gutter Mud-jacking	LF	853	\$3.50	\$2,985.50
SD-02	Remove and Replace Curb & Gutter	LF	2,705	\$28.00	\$75,740.00
SD-03	Remove Existing Curb & Gutter and Replace with Slip Form Concrete Curb & Gutter 24-inch Type D (Nicolet Place)	LF	690	\$16.10	\$11,109.00
SD-04	Remove and Replace Concrete Sidewalk 4-inch	SF	475	\$4.60	\$2,185.00
SD-05	Curb Ramp Detectable Warning Field -Yellow	SF	16	\$35.00	\$560.00
SD-06	Milling Asphaltic Concrete Pavement	SY	49,393	\$0.65	\$32,105.45
SD-07	Pulverize Asphaltic Concrete Pavement	SY	3,980	\$2.05	\$8,159.00
SD-08	Asphaltic Concrete Pavement Type E-1 (PG64-24) Surface	TON	7,052	\$54.45	\$383,981.40
SD-09	Asphaltic Concrete Pavement Type E-1 (PG64-24) Binder	TON	1,145	\$51.40	\$58,853.00
SD-10	Asphaltic Concrete Pavement Type E-1 (PG64-24) Surface - 3-inch binder (Preserve Trail)	TONS	720	\$59.10	\$42,552.00
SD-11	Large Asphalt Patch Type E-1, (PG64-24)	SY	55	\$35.00	\$1,925.00
SD-12	Small Asphalt Patch Type E-1, (PG64-24)	SY	50	\$35.00	\$1,750.00
SD-13	1 1/4-inch Crushed Aggregate Base Course	TON	180	\$36.50	\$6,570.00
SD-14	Landscaping (Preserve Trail) - Topsoil, Seed, Fertilize and Mulch	SY	2,810	\$4.05	\$11,380.50
SD-15	Ditch Swale (Park Reserve)	LF	70	\$29.50	\$2,065.00
SD-16	Provide Reinforcement for Curb & Gutter 2 #4 Bars	LF	100	\$2.05	\$205.00
SPECIAL CONSTRUCTION					
SP-01	Inlet Protection, Type A	EACH	1	\$110.00	\$110.00
SP-02	Inlet Protection, Type B	EACH	25	\$53.20	\$1,330.00
SP-03	Adjust Inlet	EACH	25	\$305.00	\$7,625.00
SP-04	Adjust Manhole	EACH	52	\$385.00	\$20,020.00
SP-05	Reconstruct Inlet	EACH	6	\$900.00	\$5,400.00
SP-06	Reconstruct Manhole	EACH	11	\$975.00	\$10,725.00
SP-07	Medium Rip Rap	SY	15	\$45.00	\$675.00
				\$0.00	\$0.00
GRAND TOTAL				\$734,740.85	\$773,601.64

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Karen Heyrman, P.E., Assistant City Engineer
Date: June 5, 2012
Subject: Consider award for Project 12-19 Mudjacking – Curb & Gutter and Sidewalk

The Engineering Department received proposals Project 12-19 Mudjacking – Curb & Gutter and Sidewalk on May 31st. This work is for repairs to City sidewalk and curb and gutter. This project will be done previous to the sidewalk repair project 12-05. The quotes received were as follows:

Bidder	Amount
Badger Concrete Lifting	\$2,265.00
Raise Rite Concrete Lifting	\$4,350.00

The capital improvements budget includes \$2,500 for this work. The staff recommendation is to award the bid to Badger Concrete Lifting in the amount of \$2,265.00. Funding will be from the capital improvements fund.

PROJECT 12-19 MUDJACKING

BID TAB

				BIDDER NO. 1		BIDDER NO. 2	
				BADGER CONCRETE LIFTING		RAISERITE CONCRETE LIFTING, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100	\$ 3.90	\$ 390.00	\$ 6.00	\$ 600.00
SD-02	Mud-Jacking Sidewalk	SF	1,500	\$ 1.25	\$ 1,875.00	\$ 2.50	\$ 3,750.00
	Total Amount Bid				\$ 2,265.00		\$ 4,350.00

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Karen Heyrman, P.E., Assistant City Engineer
Date: June 5, 2012
Subject: Consider award for Project 12-19A Concrete Grinding Sidewalk

The Engineering Department received proposals Project 12-19A Concrete Grinding Sidewalk on May 31st. This work is for repairs to City sidewalk and curb and gutter. This project will be done previous to the sidewalk repair project 12-05. The quotes received were as follows:

Bidder	Amount
Concrete Cutters Inc.	\$3,200.00
Raise Rite Concrete Lifting	\$3,200.00
Safe Step LLC	\$3,320.00

The capital improvements budget includes \$3,500 for this work. The staff recommendation is to award the bid to Concrete Cutters Inc. in the amount of \$3,200 with funding coming from the capital improvements fund. With two quotes being the same, the recommendation is based on the information price requested for grinding sidewalk wider than five feet as shown on the attached sheet.

**PROJECT 12-19A CONCRETE GRINDING SIDEWALK
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				CONCRETE CUTTERS, INC.		RAISERITE CONCRETE LIFTING, INC.		SAFE STEP LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1)	Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	80	\$ 40.00	\$ 3,200.00	\$40.00	\$3,200.00	\$41.50	\$3,320.00
2)	Grinding of sidewalk wider than five (5) feet wide	LF	**	\$ 9.00		\$80.00		\$9.00	
	Total Amount Bid				\$3,200.00		\$3,200.00		\$3,320.00