



Common Council

335 South Broadway

De Pere, WI 54115

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

Special Meeting

Agenda

Thursday, May 21, 2015

4:30 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 **Common Council** of the City of De Pere will be held on **May 21, 2015 at 4:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Agenda for Said Meeting

1. Roll Call
2. Pledge of Allegiance
3. Public Comment upon matters not on Agenda or Other Announcements
4. Application for a Temporary Class "B" Retailer's License submitted by Rotary Club of De Pere for the Mystery Ball Softball Tournament on June 5-7, 2015.
5. Application for a Class "B" Beer/ "Class B Liquor" License for Proof, 127 N. Broadway St. submitted By Proof LLC, Agent: Anthony Joseph Oczus, 308 E. Allouez Ave., Green Bay, WI 54301.
6. Premise Description Change for Julie's Cafe/Brickhouse submitted by GSO LLC, Agent: Troy Metzler, 2058 E. Vista Cir., De Pere, WI 54115.
7. Recommendation from Finance/Personnel Comm. to approve 2015-2016 Insurance Liability Policy Renewals
8. Recommendation from the Board of Park Commissioners to approve donation from Verna Jensen, Pink Flamingos and VOS Electric to have scoreboard replaced at Legion Park.
9. Recommendation from the Board of Public Works to Award the Contract for Project 15-05 Sidewalk, Curb, and Concrete Pavement Repair to Martell Construction, Inc. in the Amount of \$199,460.00.
10. Resolution #15-49, Authorizing Contract for Contractor Services (Mudjacking).
11. Resolution #15-50, Authorizing Contract for Contractor Services (Concrete Grinding).
12. Resolution #15-52, Authorizing Agreement for Consulting Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Water Reservoir Inspection).
13. Resolution #15-53, Authorizing Agreement for Consulting Services Between the City of De Pere and Ferguson Enterprises, Inc. D/b/a Ferguson Waterworks (2015 Leak Detection Survey).
14. Resolution #15-54, Authorizing Revised State Municipal Agreement for State Highway 57 Reconstruction Project.
15. Resolution #15-55, Authorizing Revised State Municipal Agreement for State Highway 32 Reconstruction Project.

16. Resolution # 15-56, Authorizing Three-Party Design Engineering Services Contract Between the City of De Pere, State of Wisconsin Department of Transportation (WisDOT) and Cedar Corporation.
17. Resolution #15-59, Authorizing Settlement Agreement and Mutual Release Between the City of De Pere, the Redevelopment Authority of the City of De Pere, Medical Arts Complex Dental Center, S.C. and Centre Ville, LLC.
18. Voucher Approval.
19. Operator License Applications.
20. Future Agenda Items.
21. Adjournment

Lawrence M. Delo
City Administrator

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, the previous day so that arrangements can be made.

Agenda Sent To:

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

I. Action Items

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Application for a Temporary Class "B" Retailer's License submitted by Rotary Club of De Pere for the Mystery Ball Softball Tournament on June 5-7, 2015.

ATTACHMENTS:

- Mystery Ball Application (PDF)

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00Application Date: 05/01/2015☐ Town ☐ Village ☒ City of De Pere County of Brown

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.at the premises described below during a special event beginning 06/05/2015 and ending 06/07/2015 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.1. ORGANIZATION (check appropriate box) ☐ Bona fide Club ☐ Church ☒ Lodge/Society ☐ Veteran's Organization ☐ Fair Association(a) Name Rotary Club of De Pere(b) Address 818 Winding Waters Way

(Street)

☐ Town ☐ Village ☒ City(c) Date organized 08/07/1980(d) If corporation, give date of incorporation 08/07/1980(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Jim GrowtVice President Greg DeCleeneSecretary John FrankenTreasurer Jay DeCleene1301 N. Summer Range Rd DePere WI 54115236 Crestview DePere WI 54115415 S. Superior DePere WI 54115818 Winding Waters DePere WI 54115(g) Name and address of manager or person in charge of affair: Chris Peeters
326 Bryan St. Green Bay, WI 54301

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number Legion Park, De Pere(b) Lot N/A Block N/A(c) Do premises occupy all or part of building? No

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. NAME OF EVENT

(a) List name of the event Mystery Ball Softball Tournament(b) Dates of event June 5 to June 7, 2015

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Rotary Club of De Pere

(Name of Organization)

Officer

(Signature/date)

Jay DeCleene

Officer

(Signature/date)

Officer

(Signature/date)

John Franken

Officer

(Signature/date)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Application for a Class "B" Beer/ "Class B Liquor" License for Proof, 127 N. Broadway St. submitted By Proof LLC, Agent: Anthony Joseph Oczus, 308 E. Allouez Ave., Green Bay, WI 54301.

ATTACHMENTS:

- Proof Application (PDF)

5.a

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 14 ;
ending June 30 20 15TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

1. The named
- ☐
- INDIVIDUAL
- ☐
- PARTNERSHIP
- ☒
- LIMITED LIABILITY COMPANY
-
- ☐
- CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- Proof LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Anthony Joseph Ocuz</u>	<u>308 E. Allover Ave Green Bay</u>	<u>54801</u>
Vice President/Member	<u>Joseph Shinken</u>	<u>9360 hawton, DePere</u>	<u>54115</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Anthony Joseph Ocuz</u>		
Directors/Managers			

3. Trade Name
- Proof
- Business Phone Number
- 920 544 6952
-
4. Address of Premises
- 127 N Broadway De Pere
- Post Office & Zip Code
- 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date April 2015 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
- Main floor, basement, office, Bar

10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?
- ☒
- Yes
- ☐
- No
-
- (b) If yes, under what name was license issued?
- Jim Constance

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]
- ☒
- Yes
- ☐
- No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776].
- ☒
- Yes
- ☐
- No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?
- ☒
- Yes
- ☐
- No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE MEthis 22nd day of April, 20 15Royanne L Olson
(Clerk/Notary Public)My commission expires 6-14-2015

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Premise Description Change for Julie's Cafe/Brickhouse submitted by GSO LLC, Agent: Troy Metzler, 2058 E. Vista Cir., De Pere, WI 54115.

ATTACHMENTS:

- Julies Brickhouse Application (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 5-20 20 15 ;
ending June 30 20 15TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

1. The named
- ☐
- INDIVIDUAL
- ☐
- PARTNERSHIP
- ☒
- LIMITED LIABILITY COMPANY
-
- ☐
- CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- GSO LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Troy Metzler</u>	<u>2058 E. Vista</u>	<u>De Pere 54115</u>
Vice President/Member	<u>Stephen Metzler</u>	<u>420 Hartung St.</u>	<u>Green Bay 54302</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Troy Metzler</u>	<u>2058 E. Vista Cir.</u>	<u>De Pere 54115</u>
Directors/Managers			

3. Trade Name
- Julie's Cafe/Brickhouse
- Business Phone Number
- (920) 538-2337
-
4. Address of Premises
- 500 Grant St.
- Post Office & Zip Code
- 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☒ Yes ☐ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Stored in locked room in basement. Sold at Julie's Cafe including Sidewalk Dining, Banquet Room and Brickhouse, Brickhouse Patio
10. Legal description (omit if street address is given above): _____ and Banquet Room.
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 6th day of May, 20 15[Signature]
(Clerk/Notary Public)My commission expires May 31, 2015[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-6-15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: Common Council

FROM: Shannon Metzler

SUBJECT: Recommendation from Finance/Personnel Comm. to approve 2015-2016 Insurance Liability Policy Renewals

ATTACHMENTS:

- 2015-2016 liability policy renewals (DOC)

MEMO

CITY OF DE PERE

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 Re: Consideration of 2015-2016 Insurance Liability Policy Renewals
 Date: May 12, 2015

We have been working with our new broker, M3 on the City's liability policy renewals for the upcoming year which is in June each year. Listed below are the 2014/2015 expiring premiums, and the 2015/2016 renewal premiums.

EMC Insurance Company Expiring Premiums

Policy	2014/2015 Expiring Premiums	2015/2016 Renewal Premiums
WC premium subject to dividend	259,687	231,374
Business Auto	61,337	70,103
General Liability	35,705	37,876
General Liability-Line Spur	2,226	644
Law Enforcement Liability	18,941	18,941
Umbrella	13,202	13,836
Umbrella Liability-Line Spur	2,020	2,020
Property	35,605	44,829
Inland Marine	6,836	8,795
Equipment Breakdown	Included in Property	Included in Property
Public Officials	10,251	11,563
Fee Agreement (AJG vs M3)	34,206 (AJG)	34,000 (M3)
Total	\$480,016	\$473,981

Hudson Insurance Company Expiring Premiums

Policy	2014/2015 Renewal Premiums	2015/2016 Renewal Premiums
Railroad Protective Policy	\$750	\$750

Colony Insurance Company Expiring Premiums

Policy	2014/2015 Renewal Premiums	2015/2016 Renewal Premiums
Storage Tank Liability	N/A	\$2,485

Hanover Insurance Company Expiring Premiums

Policy	2014/2015 Renewal Premiums	2015/2016 Renewal Premiums
Crime Yearly premium is set for 3-year period (2013-2015)	\$1,076	\$1,076

ACE Expiring Premiums

Policy	2014/2015 Renewal Premiums	2015/2016 Renewal Premiums
Cyber Liability	11,933	12,583

Grand Total	\$493,775	\$490,875
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As you may recall, last year we went out for bids on all lines of coverage and changed carriers from Liberty Mutual to EMC for most lines of coverage. By doing that we saved \$55,000. I am pleased to report that we are very satisfied with our new insurance company, EMC.

In summary, we will have a decrease in premiums this year compared to last year. Most premium rates are staying relatively equal with the exception of:

1. **Worker's Compensation**- The premium decreased \$28,313. Our MOD rating was lower this year due to having a smaller amount of claims. The "MOD" is a ratio of the expected losses (based on industry standards) to our actual losses. If an organization's MOD rate is 1.0, they pay the industry's average rate. However, if the MOD rate is .80, they pay 20 percent less than the industry rate, and conversely, if the MOD rate is 1.2, they pay 20 percent more than the industry rate. Our MOD rating decreased again from .86 to .72 this year. Just five years ago, our MOD was 1.2 so we are proud to present the decrease in MOD.
2. **Property Insurance**-The premium increased \$9,224. Our broker discovered that we were underinsured by roughly \$10 Million. The previous broker apparently did not use the most recent appraisal for our property values when obtaining coverage.
3. **Automobile**-The premium increased by \$8,766 due to the number of vehicles insured going from 100 to 107. Before coverage is bound, an audit will be done to ensure we do in fact have 7 additional vehicles, ensuring we don't have duplicates or vehicles that were sold.
4. **Railroad Liability**-The premium decreased \$1,582. This decrease was due to being able to use the true payroll dollars associated with maintenance to the railroads. Our payroll

costs are roughly \$23,000. Years ago, the minimum amount of payroll for a line of coverage was \$100,000. That is no longer the case.

5. **Inland Marine**-The premium increased \$1,959. This is due to higher limits than previous years. An audit will also be performed before coverage is bound.

Tank Endorsement

This is a new line of coverage that is required for us to maintain. It is for the underground storage tanks that we have at the Municipal Service Center. We obtained two quotes for this line of coverage and are recommending awarding the coverage to the lowest bidder which is Colony Specialty. The premium cost for this coverage is \$2,485.

Each year we bring forward this renewal for approval to the Finance/Personnel Committee as well as the City Council. In conversations with our broker, it was communicated that most public sector entities only seek approval when they go out for bids. Therefore, I am recommending changing our practice to only seek approval when we seek bids.

Overall, I am very pleased with the renewal. We are adding a line of coverage, yet decreasing our overall premium. I am also very delighted with the service we are seeing with our new broker as well as our new insurance company. If you have any questions in advance of the meeting, please feel free to contact me at 339-4045.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: Common Council

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to approve donation from Verna Jensen, Pink Flamingos and VOS Electric to have scoreboard replaced at Legion Park.

This item is on the May 21, 2015 agenda of the Board of Park Commissioners for approval. Due to various timing issues, we are requesting the Council approve the donation prior to the Park Board meeting on May 21, 2015. We are also requesting council approval be contingent on Park Board review and approval.

We have received a request from Verna Jensen, Pink Flamingos and VOS Electric to have the scoreboard replaced at Legion Park. I have summarized the details below.

Verna Jensen - has offered \$5,000 to go toward the replacement of the scoreboard. She has requested the plaque that is on the current scoreboard be transferred to the new scoreboard.

VOS Electric has offered to cover the cost of hooking up and installing the scoreboard.

Pink Flamingos have offered to cover any costs over the \$5,000 donation from Verna Jensen.

We recommend approving the donation request.

ATTACHMENTS:

- 20150511115241394 (PDF)
- Legion Scoreboard donation.VOS (PDF)
- 20150511132231110 (PDF)

May 8, 2015

City of De Pere

CC: Verna Jensen

Re: 2015 Legion Park Scoreboard Replacement

To whom it may concern,

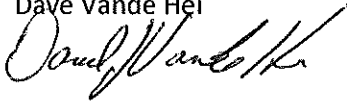
The Pink Flamingos have been in discussion with Verna Jensen and have come up with the following proposal:

Verna will donate the first \$5000.00 toward the East De Pere, Legion park scoreboard replacement. Replacement will include a new plaque commemorating Ron Jensen. All replacement costs above and beyond the \$5000.00 will be paid for by the Pink Flamingos.

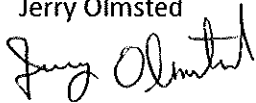
Please contact Dave Vande Hei (920-336-3382) or Jerry Olmsted (920-336-8384) with any questions.

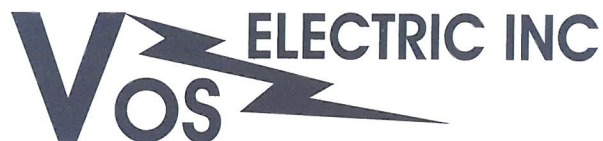
Thank You,

Dave Vande Hei



Jerry Olmsted





May 5, 2015

City of DePere
925 S. Sixth Street
DePere, WI 54115

3131 MARKET ST. GREEN BAY, WI 54304
920-336-0781 FAX 920-336-0792

Attn: Marty Kosobucki

Re: Legion Scoreboard

Dear Marty,

Vos Electric would like to donate the labor and material for wiring the new scoreboard at Legion Park.

Note:

Saw cutting and patching of roughly 10' x 10" of asphalt will need to be done by the city.

If you should have any questions regarding this matter, please do not hesitate to contact me at the office at (920) 336-0781.

Sincerely,
Vos Electric, Inc.

Ryan R. Van Den Heuvel
Project Manager

Attachment: Legion Scoreboard donation. VOS (3470 : Recommendation from the Board of Park Commissioners to approve donation from

Stephanie Schlag

From: Stephanie Schlag
Sent: Tuesday, May 05, 2015 11:48 AM
To: 'verna kuschel'
Subject: RE: Legion Park Scoreboard

Thank you so much Verna.
 I will forward on to our Park Board for our meeting on 5/21. I will be in touch.
 Have a wonderful week!

Stephanie Schlag, Parks and Recreation Supervisor
 City of De Pere | 925 South Sixth Street | De Pere, WI 54115
 ☎ (920) 339-4066 | 📠 (920) 339-4071 | ✉ sschlag@mail.de-pere.org

From: verna kuschel [<mailto:vrnkuschel3@gmail.com>]
Sent: Friday, May 01, 2015 7:02 AM
To: Stephanie Schlag
Subject: Re: Legion Park Scoreboard

My donation of five thousand dollars for the new score board to replace the one in remembrance of my late husband Ron Jensen . Happy to part of the new scoreboard. Verna Jensen Kuschel.

On Apr 30, 2015 4:24 PM, "Stephanie Schlag" <sschlag@mail.de-pere.org> wrote:

Hi Verna,

It was so lovely to talk to you this afternoon. As someone who grew up in De Pere and played high school softball games at Legion Park in the 90's it was very nice to hear your story as to how the scoreboard came about and about your family, so thank you. To give you a little background on a new scoreboard for Legion Park the total project cost for a new scoreboard, support beams and electrical work is estimated to be \$6500-\$7000. Like I mentioned on the phone, we won't know the true cost of the project until we dig up the conduit running to the score board and see how everything has held up over the years.

We are very grateful that you are interested in financially supporting a new scoreboard at Legion Park. Any financial donations to the Parks Department must first be approved through our Board of Park Commissioners. The next meeting is on Thursday, May 21st. In order to submit the donation for approval, we would need a letter (email or mailed) from you indicating your interest in the project as well as the donation amount.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: Common Council

FROM: Karen Heyrman

SUBJECT: Recommendation from the Board of Public Works to Award the Contract for Project 15-05 Sidewalk, Curb, and Concrete Pavement Repair to Martell Construction, Inc. in the Amount of \$199,460.00.

The Engineering Department received bids for Project 15-05 Sidewalk, Curb, and Concrete Pavement Repair on April 30, 2015. This work is for maintenance of sidewalk, curb and concrete pavement. Concrete work will also be performed under this contract at Jim Martin Park, Legion Park, Optimist Park, and Braisher Park. The bids received were as follows:

Bidder	Amount
Martell Construction, Inc.	\$199,460.00
Sommers Construction Company Inc.	\$199,826.25
Jim Fischer, Inc.	\$216,145.00

The budgeted amount is \$218,500. Funding will be \$180,500 from general obligation debt from the capital improvement program (\$30,000 of this is estimated to be assessed for repairs), and \$38,000 from the Park Department capital improvements fund.

The staff recommendation is to award the bid to Martell Construction Inc. in the amount of \$199,460.00.

ATTACHMENTS:

- 15-05 BID TAB (PDF)

PROJECT 15-05 SIDEWALK, CURB, AND CONCRETE PAVEMENT REPAIRS

BID TAB



				BIDDER NO. 1 MARTELL CONSTRUCTION		BIDDER NO. 2 SOMMERS CONSTRUCTION CO., INC.		BIDDER NO. 3 JIM FISCHER, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET & DRAINAGE - VARIOUS									
SD-01	Remove and Replace Doweled 9" Concrete Pavement High-Early Strength	SY	750	\$ 66.90	\$ 50,175.00	\$ 64.00	\$ 48,000.00	\$ 70.00	\$ 52,500.00
SD-02	Remove and Replace Doweled 8" Concrete Pavement High-Early Strength	SY	20	\$ 71.00	\$ 1,420.00	\$ 62.00	\$ 1,240.00	\$ 68.00	\$ 1,360.00
SD-03	Remove and Replace Doweled 6" Concrete Driveway, Sidewalk and Ramps	SY	100	\$ 50.00	\$ 5,000.00	\$ 51.75	\$ 5,175.00	\$ 55.00	\$ 5,500.00
SD-04	Remove and Replace 4" Concrete Sidewalk	SY	80	\$ 47.50	\$ 3,800.00	\$ 47.25	\$ 3,780.00	\$ 75.00	\$ 6,000.00
SD-05	Remove Concrete Pad (Main and Ninth)	SY	16	\$ 22.50	\$ 360.00	\$ 25.00	\$ 400.00	\$ 20.00	\$ 320.00
SD-06	Remove and Replace 18" Concrete Curb and Gutter Integral	LF	430	\$ 14.00	\$ 6,020.00	\$ 16.75	\$ 7,202.50	\$ 20.00	\$ 8,600.00
SD-07	Remove and Replace 24" Concrete Curb and Gutter	LF	50	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 35.00	\$ 1,750.00
SD-08	Install New 6" Concrete Sidewalk and Ramps	SY	35	\$ 46.20	\$ 1,617.00	\$ 43.20	\$ 1,512.00	\$ 50.00	\$ 1,750.00
SD-09	Install New 4" Concrete Sidewalk	SY	1000	\$ 39.20	\$ 39,200.00	\$ 39.15	\$ 39,150.00	\$ 45.00	\$ 45,000.00
SD-10	Unclassified Excavation	CY	250	\$ 15.00	\$ 3,750.00	\$ 20.60	\$ 5,150.00	\$ 15.00	\$ 3,750.00
SD-11	Crushed Aggregate Base Course 3/4 Inch	TON	500	\$ 16.00	\$ 8,000.00	\$ 18.50	\$ 9,250.00	\$ 20.00	\$ 10,000.00
SD-12	Additional 10" Width of Excavation and Aggregate Base	LF	200	\$ 19.57	\$ 3,914.00	\$ 6.00	\$ 1,200.00	\$ 5.00	\$ 1,000.00
SD-13	Drilled Tie Bars	EA	500	\$ 6.50	\$ 3,250.00	\$ 7.00	\$ 3,500.00	\$ 7.00	\$ 3,500.00
SD-14	Drilled Dowel Bars	EA	500	\$ 12.00	\$ 6,000.00	\$ 12.00	\$ 6,000.00	\$ 12.00	\$ 6,000.00
SD-15	Cross Stitching Longitudinal Joints and Cracks - #6 Bars	EA	50	\$ 25.00	\$ 1,250.00	\$ 50.00	\$ 2,500.00	\$ 25.00	\$ 1,250.00
SD-16	Detectable Warning Field (Yellow)	EA	4	\$ 2,400.00	\$ 9,600.00	\$ 225.00	\$ 900.00	\$ 250.00	\$ 1,000.00
SD-17	Traffic Control (Lawrence Drive and Southbridge Patching)	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00
SD-18	Traffic Control Signs PCMS	DAY	42	\$ 175.00	\$ 7,350.00	\$ 75.00	\$ 3,150.00	\$ 95.00	\$ 3,990.00
STREET AND DRAINAGE (SIDEWALK REPAIR AREA)									
SD-19	Remove and Replace 8" Concrete Sidewalk and Driveways (Alleys)	SY	35	\$ 54.00	\$ 1,890.00	\$ 60.30	\$ 2,110.50	\$ 65.00	\$ 2,275.00
SD-20	Remove and Replace 6" Concrete Sidewalk and Ramps	SY	75	\$ 50.00	\$ 3,750.00	\$ 51.75	\$ 3,881.25	\$ 59.00	\$ 4,425.00
SD-21	Remove and Replace 4" Concrete Sidewalk	SY	500	\$ 47.50	\$ 23,750.00	\$ 47.25	\$ 23,625.00	\$ 58.00	\$ 29,000.00
SD-22	Detectable Warning Field (Yellow)	EA	10	\$ 240.00	\$ 2,400.00	\$ 225.00	\$ 2,250.00	\$ 250.00	\$ 2,500.00
SD-23	Additional 10" Width of Excavation and Aggregate Base	LF	200	\$ 19.57	\$ 3,914.00	\$ 6.00	\$ 1,200.00	\$ 5.00	\$ 1,000.00
SPECIAL CONSTRUCTION									
SC-01	Remove and Replace Inlet/Catch Basin	EA	2	\$ 550.00	\$ 1,100.00	\$ 2,300.00	\$ 4,600.00	\$ 2,000.00	\$ 4,000.00
SC-02	Adjust Inlets/Manholes	EA	11	\$ 450.00	\$ 4,950.00	\$ 400.00	\$ 4,400.00	\$ 425.00	\$ 4,675.00
	Total Amount Bid				\$ 199,460.00		\$ 199,826.25		\$ 216,145.00

Attachment: 15-05 BID TAB (3471 : Recommendation from the BOPW to Award Project 15-05 Sidewalk, Curb, and Concrete Pavement Repair*)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: Common Council

FROM: Karen Heyrman

SUBJECT: Resolution #15-49, Authorizing Contract for Contractor Services (Mudjacking).

The Engineering Department received proposals for Project 15-19 Mudjacking on April 30th. This work is for repairs to City sidewalk and curb and gutter. This project will be done previous to the sidewalk repair project 15-05. The proposals received were as follows:

Bidder	Amount
Badger Concrete Lifting	\$2,430.00
Raise Rite Concrete Lifting	\$5,600.00

The capital improvements budget includes \$2,500 for this work from the General Obligation Debt. The staff recommendation is to award the project to Badger Concrete Lifting in the amount of \$2,430.00.

ATTACHMENTS:

- Reso15-49 (DOCX)
- Badger Concrete Lifting - Mudjacking 5-15-161-001-12 (DOCX)
- Exhibit A - Badger (PDF)
- Exhibit B - Badger (PDF)
- Exhibit C - Badger (PDF)

RESOLUTION #15-49

AUTHORIZING CONTRACT FOR CONTRACTOR SERVICES
(Mudjacking)

WHEREAS, the City is in need of mudjacking services for the 2015 construction season;
and

WHEREAS, Badger Concrete Lifting has available and offers to provide personnel and equipment necessary to accomplish the mudjacking services, subject to the terms and conditions of the attached Contract for Contractor Services; and

WHEREAS, the Board of Public Works has reviewed such Contract and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Contract for Contractor Services between the City of De Pere and Badger Concrete Lifting as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this ____ day of May, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-49 (3473 : Resolution #15-49, Authorizing Contract for Contractor Services (Mudjacking))

**CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BADGER CONCRETE LIFTING
(Mudjacking)**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and Badger Concrete Lifting ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete mudjacking services described in the City's Request for Proposals, Project 15-19, Mudjacking – Curb & Gutter and Sidewalk, attached and incorporated as Exhibit A. Such work shall be done in conformance with Section 32 01 20 MUD-JACKING of the City's 2015 Construction Specifications, attached and incorporated as Exhibit C. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment

- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the

format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the

elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending

mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Badger Concrete Lifting
Attention: Kyle Schoenebeck
811 Severndroog Way
Green Bay, WI 54313

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

BADGER CONCRETE LIFTING

By:

Kyle Schoenebeck, Owner

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

Approved as to Form:

City Attorney

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Badger Concrete Lifting
Mudjacking Contract
Page 5 of 5

CITY OF DE PERE - BOARD OF PUBLIC WORKS
REQUEST FOR PROPOSALS
PROJECT 15-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

Proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, April 30, 2015**

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The City of De Pere reserves the right to reject any or all bids, to waive any informalities in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Board of Public Works
City of De Pere
Karen M. Heyrman, P.E.
Assistant City Engineer
(920) 339-4061

CITY OF DE PERE - BOARD OF PUBLIC WORKS
 SCHEDULE OF PRICES
 PROJECT 15-19
 MUDJACKING - CURB & GUTTER AND SIDEWALK
 VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100*	\$_____.____	\$_____.____
SD-02 Mud-Jacking Sidewalk	SF	1200*	\$_____.____	\$_____.____
TOTAL				\$_____.____

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____

_____, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

 (Signature of Bidder)

TITLE _____

 Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 15-19

MUDJACKING - CURB & GUTTER

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2015 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. MUD-JACKING.

A. See Attached Section 32 01 20 Mud-Jacking.

B. The unit price for Mud-Jacking work includes:

1. Traffic Control
2. Provide grout holes
3. Provide and install grout
4. Clear grout holes and seal with cement

C. Measurement

The City will measure Mud-jacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SD-01	Mud-Jacking, Curb & Gutter	LF
SD-02	Mud-Jacking, Sidewalk	SF

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress. The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor after May 19, 2015. Start date is June 15, 2015.

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 15-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100*	\$ <u>5.10</u>	\$ <u>510.00</u>
SD-02 Mud-Jacking Sidewalk	SF	1200*	\$ <u>1.60</u>	\$ <u>1920.00</u>
TOTAL				\$ <u>2430.00</u>

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of Badger Concrete

Lifting. and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Made River
(Signature of Bidder)

TITLE Owner

Kyle Schoenebeck
Print or Type Name of Bidder

SECTION 32 01 20**MUD-JACKING****PART 1 – GENERAL****1.1 SUMMARY**

- A. Section Includes
 - 1. Mud-Jacking Concrete
 - 2. Mud-Jacking Hole Restoration
 - 3. Clean-up

1.2 REFERENCES (Not Used)**1.3 SUBMITTALS**

- A. Grout mix design.

PART 2 – PRODUCTS**2.1 MATERIALS**

- A. Certified grout mix shall contain a minimum of 7 percent Portland Cement.

PART 3 – EXECUTION**3.1 MUDJACKING CONCRETE**

- A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.
- B. The grout mix will have a consistency stiff enough to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.
- C. The hole size for slab raising operations shall be a minimum of one inch (1”) up to a maximum of two inches (2”) in diameter.

- D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.
- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Engineer.

3.2 MUD-JACK HOLE RESTORATION

- A. All jacking operation holes will be cleared of the grout mix and filled with a stiff 1:3 cement mix, which will be consolidated and finished smooth.
- B. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls.
- C. Prior to placement of the Portland Cement, the surface around the holes shall be damp.

3.3 CLEAN-UP

- A. Slabs raised shall be thoroughly scraped and swept after completion, but prior to patching.
- B. Surrounding grass areas adjacent to slab raising shall be left in a clean, non-debrised condition.

END OF SECTION

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: Common Council

FROM: Karen Heyrman

SUBJECT: Resolution #15-50, Authorizing Contract for Contractor Services (Concrete Grinding).

The Engineering Department received proposals for Project 15-19A Sidewalk Grinding on April 30th. This work is for repairs to City sidewalk and curb and gutter. This project will be done previous to the sidewalk repair project 15-05. The proposals received were as follows:

Bidder	Amount
All Star Cutting & Coring, LLC	\$4,845.00
Raise Rite Concrete Lifting	\$15,200.00

The capital improvements budget includes \$5,000 for this work from the General Obligation Debt. The staff recommendation is to award this project to All Star Cutting & Coring, LLC in the amount of \$4,845.

ATTACHMENTS:

- Reso15-50 (DOCX)
- All Star - Concrete Grinding 5-15-161-01-12 (DOCX)
- Exhibit A - All Star (PDF)
- Exhibit B - All Star (PDF)

RESOLUTION #15-50

AUTHORIZING CONTRACT FOR CONTRACTOR SERVICES
(Concrete Grinding)

WHEREAS, the City is in need of concrete grinding services for the 2015 construction season; and

WHEREAS, All Star Cutting & Coring, LLC has available and offers to provide personnel and equipment necessary to accomplish the concrete grinding services, subject to the terms and conditions of the attached Contract for Contractor Services; and

WHEREAS, the Board of Public Works has reviewed such Contract and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Contract for Contractor Services Between the City of De Pere and All Star Cutting & Coring, LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of May, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-50 (3474 : Resolution #15-50, Authorizing Contract for Contractor Services (Concrete Grinding))

**CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ALL STAR CUTTING & CORING, LLC
(Concrete Grinding)**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and All Star Cutting & Coring, LLC ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City's Request for Proposals, Project 15-19A, Concrete Grinding Sidewalk, attached and incorporated as Exhibit A. Such work shall be done in conformance with the Special Provisions identified in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment
 - (5) Specialized Equipment

- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$100,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

All Star Cutting & Coring, LLC
Concrete Grinding Contract
Page 2 of 5

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes

before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

All Star Cutting & Coring, LLC
Attn: Thomas G. Tennessen
518 Brule Road
De Pere, WI 54115

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

ALL STAR CUTTING & CORING, LLC
By:

CITY OF DE PERE
By:

Print Name: _____
Title: _____

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

Approved as to Form:

City Attorney

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All Star Cutting & Coring, LLC
Concrete Grinding Contract
Page 5 of 5

CITY OF DE PERE - BOARD OF PUBLIC WORKS
REQUEST FOR PROPOSALS
PROJECT 15-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

Proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, April 30, 2015.**

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The City of De Pere reserves the right to reject any or all bids, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Board of Public Works
City of De Pere
Karen M. Heyrman, P.E.
Assistant City Engineer
(920) 339-4061

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 15-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	100*	\$_____.____	\$_____.____
2) Grinding of sidewalk wider than five (5) feet wide	LF	10*	\$_____.____	\$_____.____
			TOTAL	\$_____.____

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____

_____, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 15-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2015 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. CONCRETE GRINDING SPECIFICATION

Description

This special provision describes grinding concrete sidewalk to remove trip hazards.

A. Materials

Perform grinding using dry, vertical carbide grinding equipment that will leave a non-slip surface. Grinding can also be performed by saw cutting with flush mounted diamond-tipped blades capable of horizontal cutting to remove the concrete completely to all edges of the walk.

B. Construction

Perform grinding so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces will not be smooth or polished and have a coefficient of friction of not less than 0.30.

Perform grinding so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete will remain untouched by the grinding process without scars or damage.

The finished slope will be a maximum of 8:1 per attached details.

The City will provide a list of the job site addresses.

C. Measurement

The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

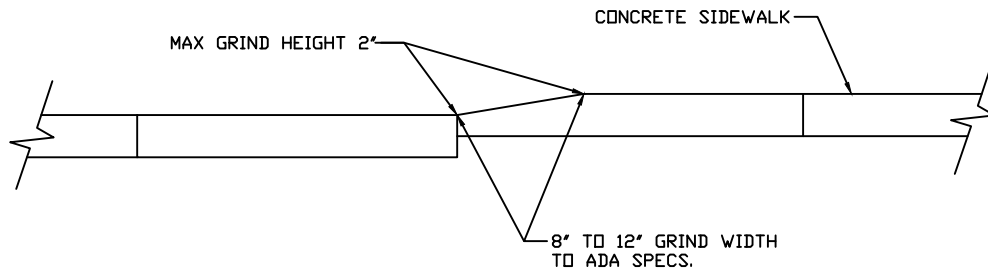
<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH
2) Grinding of sidewalk wider than five (5) feet wide	LF

Payment is full compensation for furnishing all materials; mobilizing to site; grinding; clean up; removing all excess debris, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

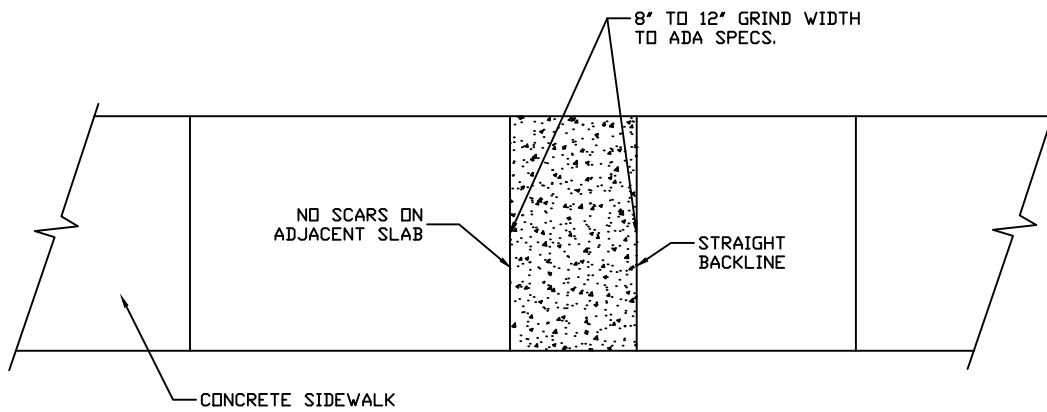
3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress.

The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor after May 19, 2015. Start date is June 22, 2015.



SIDE VIEW



TOP VIEW

CONCRETE SIDEWALK GRINDING DETAIL	
REF. SEC.	DETAIL NO. GRINDING DETAIL

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 15-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	100*	\$ 47.50	\$ 4750.00
2) Grinding of sidewalk wider than five (5) feet wide	LF	10*	\$ 9.50	\$ 95.00
TOTAL				\$ 4845.00

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of All Star

Cutting: Coriagi, LLC and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.



(Signature of Bidder)

TITLE Owner

Tom G Tennessen
Print or Type Name of Bidder

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: Common Council

FROM: Scott Thoresen

SUBJECT: Resolution #15-52, Authorizing Agreement for Consulting Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Water Reservoir Inspection).

The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The Scheuring Road reservoir (constructed 1982) and Merrill Street reservoir (constructed 1966) were last inspected in 2010.

During our planning of this project, staff talked to other communities in the area to see if they had any reservoir inspection plans for the upcoming year. It turns out that Manitowoc Public Utilities (MPU) intended to do the same. Therefore, the City bid this project as a joint project with MPU. (See attached proposal) The intent of bidding the projects together were to try to achieve some cost savings for each community.

Staff solicited nine (9) companies for proposals and has received the following quotes for performing the above inspections:

Scandia Consulting, Ojibwa, WI	= \$2,100
Water Tower Clean and Coat, Inc. Lodi, WI	= \$4,200
Dixon Engineering, Inc., of Hales Corner, WI	= \$ 5,000
KLM Engineering, Inc., Lake Elmo, MN	= \$ 6,382
Classic Protective Coatings, Inc., Menomonie, WI	= No Bid
Lane Tank, Mosinee, WI	= No Bid
Utility Service, Gleason, WI	= No Bid
Badger State Inspections, LLC, Osseo, WI	= No Bid
Ballard Marine Construction, Frankfort, IL	= No Bid

I reviewed the proposal for Scandia Consulting. They did not appear to have similar projects submitted with the proposal so I contact the company to find out if indeed they have done any work similar to De Pere in other communities. It appears they have not really done any work in Wisconsin of this type of work and I was told they were trying to start doing work in Wisconsin. I then asked for them to provide me with other projects outside of Wisconsin they have done similar work in and they could not provide me with any underground reservoir inspections in the past five years. As a result, I could not perform a reference check. Therefore, staff recommends approving the quote from Water Tower Clean and Coat, Inc. Lodi, WI in the amount of \$4,200. In addition, staff recommends cleaning any sediment found in the tank during inspection for an additional \$800. The 2015 water utility budget has \$10,000 allocated for the inspections. Water Tower Clean and Coat, Inc. did the City's inspections for other reservoirs in 2014.

ATTACHMENTS:

- Reso15-52 (DOCX)
- Water Tower Clean & Coat (reservoir inspection) 5-15-189-002-14 (DOCX)
- Exhibit A - Water Tower (PDF)
- Exhibit B - Water Tower (PDF)

RESOLUTION #15-52

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(Water Reservoir Inspection)

WHEREAS, the City is in need of water reservoir inspection services for its Merrill Street and Scheuring Road above ground reservoirs; and

WHEREAS, Water Tower Clean and Coat, Inc. has available and offers to provide personnel and equipment necessary to accomplish such services within the required time; and

WHEREAS, the Board of Public Works has reviewed such matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Water Tower Clean and Coat, Inc., attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of May, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-52 (3475 : Resolution #15-52, Award Contract for Reservoir Inspection Contract)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(Water Tower Reservoir Inspection)**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2015, by and between the City of De Pere ("City") and Water Tower Clean and Coat, Inc., a Wisconsin corporation ("Consultant"):

WITNESSETH

WHEREAS, the City is in need of water reservoir inspection services for its Merrill Street and Scheuring Road above ground storage reservoirs; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish such services within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECTS

The project scope is as described in the City Request for Proposals dated March 30, 2015 (Exhibit A) and Consultants Proposal thereto dated April 9, 2015 (Exhibit B). If a conflict exists between Exhibits A and B, the terms of Exhibit A shall prevail. If there is a conflict between Exhibit A and this Agreement, the terms of this agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those tasks described above. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items as described in the Request for Proposals.

IV. AUTHORIZATION, PROGRESS AND COMPLETION

In signing this Agreement, the City gives the Consultant specific authorization to proceed with the work described herein. For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the projects and that Consultant's work hereunder shall be completed by October 2, 2015. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay closeout of the contract within said time, Consultant shall so inform the City in writing.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, namely payment in a lump sum at the conclusion of each project. Compensation for

special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the City make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

City of DePere
Attention: City Clerk-Treasurer
335 South Broadway Street
DePere, WI 54115

With a copy to:

City of De Pere
Attention: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Water Tower Clean and Coat, Inc.
Attention: Nate Litscher
W11822 Reynolds Road
Lodi, WI 53555

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

WATER TOWER CLEAN AND COAT, INC.

By:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

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City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

March 30, 2015

RE: Request for Proposals
Reservoir Inspection

The City of De Pere and Manitowoc Public Utilities (MPU) are requesting a proposal from your firm to complete inspections of reservoirs in each community. The City and MPU are required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years

City of De Pere: Scheuring Road Reservoir is a 250,000 – gallon above ground storage reservoir that was constructed in 1982. The reservoir was last inspected in 2010 with a dry inspection.. The interior of the reservoir for this inspection will require at a minimum a wet inspection.

City of De Pere: Merrill Street Reservoir is a 250,000 – gallon ground storage reservoir that was constructed in 1966. The reservoir was last inspected in 2010 with a dry inspection. The interior of the reservoir for this inspection will require at a minimum a wet inspection.

MPU: New York Reservoir is a 5,000,000 underground reservoir with two halves that was constructed in 1970. The reservoir was last inspected in 2010 with a dry inspection. The interior of the reservoir for this inspection will require at a minimum a wet inspection.

Scope of Work:

1. Review existing drawings and as-built of reservoir and any other pertinent information pertaining to each reservoir.
2. Conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements.
3. Prepare a final report showing the results of the reservoir inspection. The report shall include a summary of the inspection and a list of any deficiencies in the reservoir. The written report will include photos for the reservoir inspection. The final report will

contain recommendations and cost estimates for future work based on the results of this inspection.

4. Prepare reports for WDNR as required.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The City's and MPU's intent is to complete the reservoir inspection activities by October 2, 2015.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

All proposals should include the following information:

1. **Previous Experience:** Past Work on projects of similar or greater magnitude.
2. **Cost:** Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.

Sealed proposals marked “**Reservoir Inspections**” on envelope are to be delivered or mailed to:

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

All sealed proposals shall be received no later to 3 p.m. on May 5, 2015.

The City of De Pere and MPU reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the respective City Council or Commission deems most favorable to the best interest of their community;

If you have any questions regarding MPU’s reservoir please call Rob Michaelson at (920) 686-4354

If you have any questions regarding De Pere’s reservoir or this proposal, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
 Director of Public Works

City of De Pere Water Utility

2015 Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Scheuring Road Reservoir Inspection: \$ _____

Lump Sum Price for Merrill Street Reservoir Inspection: \$ _____

Name of Firm

Address of Firm

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Attachment: Exhibit A - Water Tower (3475 : Resolution #15-52, Award Contract for Reservoir Inspection Contract)

Manitowoc Public Utilities

2015 Reservoir Inspection Proposal

The following proposal is submitted to: Manitowoc Public Utilities (MPU) in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the MPU to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the MPU's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet MPU's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for New York Reservoir Inspection: \$ _____

Name of Firm

Address of Firm

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

City of De Pere Water Utility

2015 Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Scheuring Road Reservoir Inspection: \$ 2,100.00

Lump Sum Price for Merrill Street Reservoir Inspection: \$ 2,100.00

Water Tower Clean & Coat, Inc.

Name of Firm

W11822 Reynolds Road Lodi, WI 53555

Address of Firm

(608) 592-7574

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Water Tower Clean & Coat, Inc and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Nate Litscher

Signature of Bidder

4/9/15

Date

Nate Litscher

Print or Type Name of Bidder

General Manager

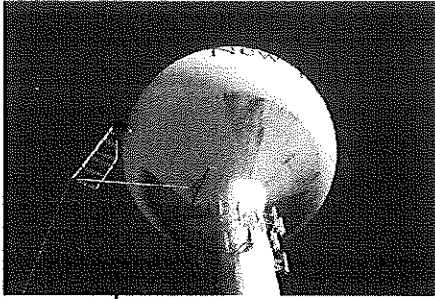
Title

Estimated Start Date:

9/1/15

Water Tower Clean and Coat, Inc

Proposal For Services



4/9/2015

Prepared For:
City of DePere
Scott Thoresen

Prepared By:
Nate Litscher
Water Tower Clean & Coat, Inc.
608-592-7574 office
608-279-8452 cell

Customer Phone # 920 639 1003

Customer Fax #

Customer Cell #
Customer Email: sthoresen@mail.de-pere.org

Water Tower Clean and Coat
W11822 Reynolds Rd.
Lodi, WI 53555

EIN # 391-851002

Phone # (608) 592-7574
Fax # (608) 592-7574

Customer P.O. #

Customer Tax Exempt #

Description	Quote
Interior Dive Inspection of Scheuring Road Reservoir Includes detailed inspection report with recommendations. The tank will be scrutinized for compliance with Wisconsin Statutes NR 810.14. The inspection report contains the conditions of the tank foundation, door security, exterior coating, interior wet area coating, interior ladder/ safety climb, interior dry area coating, decks and platforms, lighting, top hatch security, vent (screening and DNR compliance), overflow pipe(s), interior wet area ceiling, walls, and sediment accumulation. Disinfection will be in accordance with ANSI/AWWA C652-11 Disinfection of Potable Water Storage Facilities.	\$2100.00
Cleaning Option All sediment and debris will be removed from the tank while in service	Add \$400.00
Notes: A certificate of insurance will be sent to you from our agent.	

Please sign, date and fax this proposal to (608) 592-7574

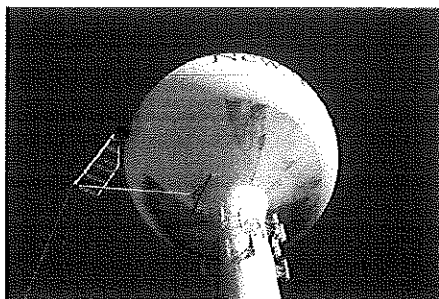
Total \$

Customer Signature _____ Date Accepted _____

Water Tower Clean and Coat Inc. utilizes a ground operated, remote controlled robotic cleaning machine that relies on pressure spraying for cleaning the external surfaces of the spheroid towers. We wash above your logo to ground level. WTCC is not liable for the repair or refinishing of any surface areas as a result of our work on or in your tower. If it is determined that your existing paint might incur damage following the initial wash test strip, we reserve the right to cancel this contract and rescind the work order. Full access to your tower is required. We welcome an open inspection

Water Tower Clean and Coat, Inc

Proposal For Services



4/9/2015

Prepared For:
City of DePere
Scott Thoresen

Prepared By:
Nate Litscher
Water Tower Clean & Coat, Inc.
608-592-7574 office
608-279-8452 cell

Customer Phone # 920 639 1003

Customer Fax #

Customer Cell #

Customer Email: sthoresen@mail.de-pere.org

Water Tower Clean and Coat
W11822 Reynolds Rd.
Lodi, WI 53555

EIN # 391-851002

Phone # (608) 592-7574
Fax # (608) 592-7574

Customer P.O. #

Customer Tax Exempt #

Description	Quote
Interior Dive Inspection of Merrill Street Reservoir Includes detailed inspection report with recommendations. The tank will be scrutinized for compliance with Wisconsin Statutes NR 810.14. The inspection report contains the conditions of the tank foundation, door security, exterior coating, interior wet area coating, interior ladder/ safety climb, interior dry area coating, decks and platforms, lighting, top hatch security, vent (screening and DNR compliance), overflow pipe(s), interior wet area ceiling, walls, and sediment accumulation. Disinfection will be in accordance with ANSI/AWWA C652-11 Disinfection of Potable Water Storage Facilities.	\$2100.00
Cleaning Option All sediment and debris will be removed from the tank while in service	Add \$400.00
Notes: A certificate of insurance will be sent to you from our agent.	

Please sign, date and fax this proposal to (608) 592-7574

Total \$

Customer Signature _____ Date Accepted _____

Water Tower Clean and Coat Inc. utilizes a ground operated, remote controlled robotic cleaning machine that relies on pressure spraying for cleaning the external surfaces of the spheroid towers. We wash above your logo to ground level. WTCC is not liable for the repair or refinishing of any surface areas as a result of our work on or in your tower. If it is determined that your existing paint might incur damage following the initial wash test strip, we reserve the right to cancel this contract and rescind the work order. Full access to your tower is required. We welcome an open inspection



CLEAN & COAT, INC.

References

Name	Title	Municipality	Phone
Bill Jelinek	DPW	Tomahawk	(715) 453-2404
Mike Young	DPW	Stoddard	(608) 457-2188
Kevin Bortz	Water Superintendent	Portage	(608) 697-0266
Bob Friberg	DPW	Florence	(715) 528-3595
Dan Rathke	DPW	Jackson	(262) 677 9001 x23
Ed Sabelko	DPW	Durand	(715) 672 8770
Doug Martin, P.E.	DPW	Ashwaubenon	(920) 492-2335
Mark Simon	Water Superintendent	Brookfield	(262) 796-6717
Mark Gruber	DPW	Campbellsport	(920) 533-5113
David Tracey	Administrator	Pardeeville	(608) 429-3054
Vince Bushynski	DPW	Randolph	(920) 296-8446
Bob Beffa	DPW	Birchwood	(715) 354-3300

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: Common Council

FROM: Scott Thoresen

SUBJECT: Resolution #15-53, Authorizing Agreement for Consulting Services Between the City of De Pere and Ferguson Enterprises, Inc. D/b/a Ferguson Waterworks (2015 Leak Detection Survey).

The City currently is experiencing approximately a 10% water loss per the Public Service Commission report in the system. In order to determine where the water loss is, staff has requested proposals from firms that perform leak detection surveys. The intent of the survey is to locate where the leaks are in the system so that they can be fixed and reduce our water loss.

During our planning of this project, staff talked to other communities in the area to see if they had any plans for performing a leak detection survey for the upcoming year. It turns out that the Village of Hobart intended to do the same. Therefore, the City bid this project as a joint project with Hobart. (See attached proposal) The intent of bidding the projects together were to try to achieve some cost savings for each community.

Staff solicited nine (9) companies for proposals and has received the following quotes for performing the leak detection survey:

Ferguson Waterworks Services, Appleton, WI	= \$ 23,205.00
Westrum Leak Detection, Stratford, IA	= \$ 37,595.00
ME Simpson Company, Waukegan, IL	= \$ 38,400.00
AECOM, Milwaukee, WI	= \$ 44,634.22
Utility Service Associates, Burien, WA	= \$ 74,257.00
Water Leak Locators, Platteville, WI	= No Bid
Water Conservation Services, Inc., Lino Lakes, MN	= No Bid
American Leak Detection, Sussex, WI	= No Bid
Utility Service Group, Gleason, WI	= No Bid

After reviewing the proposals, it is recommended that City hire Ferguson Waterworks Services to perform the water leak detection survey in the amount of \$ 23,205.00. Ferguson Waterworks Services has performed leak detection services for the City in the past. The funding for this project was approved under the 2015 water utility budget under capital projects in the amount of \$30,000.

If you should have any questions or concerns regarding this matter, feel free to contact my office.

ATTACHMENTS:

- Reso15-53 (DOCX)
- Ferguson (leak detection) 5-15-189-004-15 (DOCX)
- Exhibit A - Ferguson (PDF)
- Exhibit B - Ferguson (PDF)

RESOLUTION #15-53

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND FERGUSON ENTERPRISES, INC.
d/b/a FERGUSON WATERWORKS
(2015 Leak Detection Survey)

WHEREAS, the City is in need of consulting services to complete an leak detection survey of its water distribution system; and

WHEREAS, Ferguson Enterprises, Inc., d/b/a Ferguson Waterworks has available and offers to provide personnel and equipment necessary to accomplish the leak detection survey within the required time.

WHEREAS, the Board of Public Works has reviewed such matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Ferguson Enterprises, Inc. d/b/a Ferguson Waterworks, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this ____ day of May, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-53 (3476 : Resolution #15-53, Award Leak Detection Survey to Ferguson Water Works Services)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND FERGUSON ENTERPRISES, INC.
d/b/a FERGUSON WATERWORKS
(2015 Leak Detection Survey)**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and Ferguson Enterprises, Inc., d/b/a Ferguson Waterworks, a foreign corporation authorized to do business in Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of consulting services to complete an leak detection survey of its water distribution system; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the leak detection survey within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated April 8, 2015 (Exhibit A) and Consultants Proposal thereto dated May 1, 2015 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed by September 4, 2105. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to the compensation set forth in Exhibit B. Consultant shall invoice City monthly based upon work completed. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

City of De Pere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Ferguson Waterworks
 Attention: John Paalman
 5350 N Richmond Street
 Appleton, WI 54913

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

FERGUSON ENTERPRISES, INC.
d/b/a FERGUSON WATERWORKS
 By: _____

CITY OF DE PERE
 By: _____

 Print Name: _____
 Title: _____

 Michael J. Walsh, Mayor

 Print Name: _____
 Title: _____

 Shana L. Defnet, Clerk-Treasurer

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City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

April 8, 2015

**RE: Request for Proposals
2015 Leak Detection Survey**

The City of De Pere and Village of Hobart is requesting a proposal from your firm to perform a comprehensive leak detection survey for the water distribution system in each community. The work under this proposal includes the labor and equipment to undertake the leak detection survey for each community to pinpoint any and all leaks on the water mains, valves, hydrants, service boxes, and services of the distribution system listed for each community under "system description".

City of De Pere System Description

Watermain Diameter					Watermain Material	
Diameter	Feet				Type	Feet
4" or less	12,519				Asbestos Cement	6,248
6"	156,197				Cast Iron	148,410
8"	209,512				Ductile Iron	143,556
10"	100,350				PVC	332,532
12"	147,659				Unknown	1,785
16"	6,294					
TOTAL=	632,531				TOTAL=	632,531

Village of Hobart System Description

Watermain Diameter	Watermain Material Type	Feet
6"	PVC	8,242
8"	PVC	35,163
12"	PVC	19,365
	TOTAL=	62,770

Scope of Work:

1. Review existing water distribution system maps and pertinent water system reports for each community.
2. Contractor shall utilize equipment and methodology to listen and identify potential leaks on Water Utility's distribution system as listed above under "system description". The leak detection survey shall include the water main, valves, hydrants, services, and curb boxes. Contact shall be made with pipe appurtenances at intervals no greater than 350 feet where contact points are available and accessible. All hydrants and main line valves shall be listened to. On all PVC water mains, all water services shall be listened including 100% of the curb boxes including those on the PVC portion of the distribution system.
3. Contractor is responsible to provide all equipment, manpower, materials, and transportation required to conduct accurate leak detection survey.
4. The Contractor shall conduct the leak detection survey with limited disruption to the current operation of the Water Utility's water distribution system. The Contractor shall coordinate the survey with the Water Utility. The Water Utility staff shall operate all valves, hydrants, and curb stops.
5. The Contractor shall conduct the leak detection survey with minimal disruption to traffic. The Contractor personnel shall comply with all traffic regulations and Manual of Uniform Traffic Control Device requirements for working within the street.
6. With prior approval, the Contractor is permitted to perform the leak detection survey during weekends and abnormal working hours, to avoid heavy traffic and/or noise. Note that the Water Utility is only available to provide guidance and answer questions during normal working hours of Monday-Friday, 7am-3pm.
7. When a leak is suspected on a water service, the Water Utility shall turn off the water at the curb stop box and the contractor shall listen to determine if the leak is on the homeowner's side of the curb box.

8. Contractor shall prepare an inventory of defective system components such as valves, hydrants, meters, and curb stops, which are noted in the course of field investigation and activities. Contractor shall also note any map errors in the course of carrying out the leak detection survey.
9. The contractor shall prepare a final report showing the results of the leak detection and location survey. The report shall include a summary of the project and a list of leakage located by type, location, and estimated quantity of leakage. The final report will contain recommendations for future work based on the results of this survey.
10. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

It is intended that the entire water distribution system be surveyed in one mobilization for each Water Utility. The survey for each Water Utility shall be completed by September 4, 2015.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

All proposals should include the following information:

- 1) Description of Methodology: The proposals must include a brief description of the methodology proposed to perform the leak detection survey. The description should include a description of the technology and equipment to be used to detect the leak (acoustic, ultrasonic, tracer, etc.) and the means to estimate leak volume. Include any innovative methods and their benefit to the project.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.
- 4) Schedule: Firm shall submit the number of days to complete the survey and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

Sealed proposals marked **"Leak Detection Survey"** on envelope are to be delivered or mailed to:

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

All proposals shall be received no later than 2 p.m. Central Standard Time on May 7, 2015.

The City of De Pere and Village of Hobart reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the respective City Council or Village Board deems most favorable to the best interest of their community;

If you have any questions regarding Village of Hobart's water distribution system or leak detection survey please call Jerry Lancelle at (920) 869-3807

If you have any questions regarding City of De Pere's water distribution system, leak detection survey, or this proposal, please call Scott Thoresen at (920) 339-8095. Questions may also be emailed to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
 Director of Public Works

City of De Pere Water Utility

2015 Leak Detection Survey Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices for the leak detection survey to meet said requirements are as follows:

Lump Sum Price for Leak Detection Survey: \$ _____

Name of Firm

Address of Firm

Telephone Number

Fax Number

Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer,

Attachment: Exhibit A - Ferguson (3476 : Resolution #15-53, Award Leak Detection Survey to Ferguson Water Works Services)

or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

Village of Hobart Water Utility

2015 Leak Detection Survey Proposal

The following proposal is submitted to: Village of Hobart Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the Village of Hobart to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the Village of Hobart's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Hobart's requirements and that the prices for the leak detection survey to meet said requirements are as follows:

Lump Sum Price for Leak Detection Survey: \$ _____

Name of Firm

Address of Firm

Telephone Number

Fax Number

Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer,

Attachment: Exhibit A - Ferguson (3476 : Resolution #15-53, Award Leak Detection Survey to Ferguson Water Works Services)

or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

DAVIES WATER

A division of



Leak Detection Survey Proposal

Depere, WI

5/1/2015

A. Introduction

This Proposal describes the services that will be provided to conduct a Leak Detection Survey of approximately 120 miles of water main in the city of Depere water distribution system.

B. Scope

Services to be provided for the project are as follows:

1. Conduct a leak detection and location survey with sonic detection and computer correlation equipment on the entire water distribution system. The survey will be conducted utilizing the following two methods:
 - a. For metal water mains, approximately 55 miles of pipe, physical contact will be made with the system at exposed valves and fire hydrants and Services.
All marked and accessible contact points.
 - b. For plastic and AC water mains, approximately 65 miles of pipe, physical contact will be made with the system at exposed valves, the top curb stop boxes, and fire hydrants. **All marked and accessible contact points.**
2. After the initial sonic leak survey of a portion of the system is completed, indications of leaks will be verified a second time, after which leaks will be located with a computer programmed leak correlator.
3. This survey will be conducted primarily during normal working hours with additional leak detection being conducted during late evening and/or early morning hours in areas of high traffic volume.

Exhibit B

Leak Survey – Depere, WI
Davies Services
Page 2

4. A daily report of any leaks will be provided. Hydrant leaks will need to be fixed in a timely manner so areas may be rechecked for underlying leaks.
5. Prepare a final report with the results of our findings. The final report will contain recommendations for future work based on the results of this survey. An estimated water loss will be given this will be based on experience, type of leak and pressure of main.
Note. GPM is an estimate only.

C. Schedule

Field Investigations	6-7 weeks
Final Report	2-3 weeks after fieldwork

D. Client's Responsibilities Apply for all Scopes of work.

Client, at its expense, shall provide Davies Services the following information and assistance in a timely manner so as not to delay the project.

1. All available street maps, water distribution system maps, available plans of existing facilities, and similar information which may be required for the project.
2. One (1) experienced person with a good working knowledge of the water distribution system to assist on a part-time basis in field activities such as location of system components.
3. Clearly mark and provide access to valves and curb stops by uncovering and cleaning valves and curb boxes where required prior to initiation of field activities.

Best regards,

John Paalman
Division Manager

City of De Pere Water Utility 2015 Leak Detection Survey Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices for the leak detection survey to meet said requirements are as follows:

Lump Sum Price for Leak Detection Survey: \$ 23,205.00

Ferguson water works
Name of Firm

5350 N Richmond ST Appleton WI
Address of Firm

920-740-3131
Telephone Number

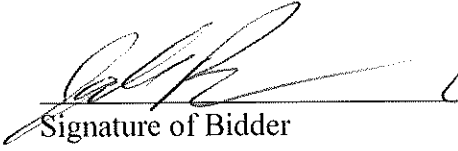
920-731-2305
Fax Number

John.Paalman@ferguson.com
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Ferguson water works and that
the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has

checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


Signature of Bidder

5-1-15
Date

John Paalman
Print or Type Name of Bidder

Services Manager
Title

Estimated Start Date: June

Estimated Work Days to Complete: 35-40

DAVIES WATER

A division of



April 9, 2015

Experience.**John Paalman****15 years in water leak detection. Plastic and iron****Steve Neumann****11 years in water leak detection. Plastic and iron****CUSTOMER REFERENCES**

Bill Caberly	Nekoosa Water	715-572-3614
Vance Henning	Brandon Water Utilities	920-960-9727
Todd Pahl	Grand Chute Water	920- 419-2531
Mark Nollenburg	Waupaca Water	715-258-4423
Scott Boers	Wausau Water	715-571-7752
Chuck Johnson	Coloma Water	715- 459-5823
Pete Lucas	Alabaster Alabama	205-633-6155
Scott Harris	Wabeno Sanitary District	715- 850-0367

More references available upon request.

Sincerely,

John Paalman
Davies Services

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #15-54, Authorizing Revised State Municipal Agreement for State Highway 57 Reconstruction Project.

Attached is the revised State/Municipal Agreement (SMA) for the improvements to Broadway Street (STH 57) from Randall Avenue to the North City Limits. The original SMA was approved by the Board of Public Works in September of 2011. This project is the area of Broadway Street that has an asphaltic concrete surface. WisDOT is proposing to reconstruct this section of Broadway Street due to joint cracking and “tenting” at the joints in the winter. This is part of a larger project that extends into Allouez.

The major revisions to the SMA include:

- Elimination of design fees to the City as this is not connecting highway.
- Addition of estimated costs for lighting, utility adjustments and storm laterals.
- Inclusion of Community Sensitive Solutions (CSS) funding.

The revised and original SMA for the work proposed in the City is attached.

The costs for the project and City allocation are provided in the attached revised SMA . A summary of the cost changes that impact the City are as follows:

Description	Total Estimated Cost	Federal/State Funds	Municipal (City) Funds
CSS	\$20,115	\$20,115	\$0
Lighting	\$60,000	\$30,000	\$30,000
Non-Participating (Utility Adjustments and Storm Laterals)	\$15,000	\$0	\$15,000

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

ATTACHMENTS:

- Reso15-54 (DOCX)

- 40853900_71 C DEPERE STH 57 BROADWAY RANDALL TO NCPL REV 1 DRAFT
04082015 (PDF)
- 40853900_71_SMA-Orig (PDF)

RESOLUTION #15-54

AUTHORIZING REVISED STATE/MUNICIPAL AGREEMENT FOR
STATE HIGHWAY 57 RECONSTRUCTION PROJECT

WHEREAS, the State of Wisconsin Department of Transportation (DOT) and the City are parties to an Agreement (authorized by Resolution #11-81) for the reconstruction of State Highway 57 (Broadway Street) from Randall Avenue to the North City Limits; and

WHEREAS, revisions to the costs and funding in the 2011 Agreement are necessary for the completion of the project; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached Revised State/Municipal Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the Revised State/Municipal Agreement as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of May, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-54 (3492 : Resolution #15-54, Approval of the Revised State Municipal Agreement - Broadway (STH 57)*)

 [#1] REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT <i>[This agreement supercedes the agreement signed by the Municipality on September 29, 2011 and signed by DOT on October 31, 2011.]</i>	Date: April 8, 2015 I.D.: 4085-39-00 / 71 Road Name: STH 57 Limits: Broadway Street, City of De Pere; Randall Ave - NCPL County: Brown Roadway Length: 0.4 miles
--	--

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Broadway Drive/STH 57 is a 4-lane undivided urban section. The asphaltic pavement has become brittle and experiences tenting in the winter. The underground utilities are at their service lives and need to be replaced. Sidewalk exists in some locations and no bike lanes are designated.

Proposed Improvement - Nature of work: A reconstruct project including new water, sanitary and storm systems is the most practical option. An overlay would have a short life span due to the brittle nature of the existing pavement due to a poor recycled pavement mix placed in 1989 - 1990.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Miscellaneous CSS items that would exceed the allotted 1.5% CSS funds, private storm sewer laterals, hazardous material clean up, and any sanitary manhole or water valve adjustments.

***Connecting Highway status note:** The existing limits of this project are NOT currently Connecting Highway. However, the city has requested the status be changed to Connecting Highway from 0.12 miles north of Randall Ave to the north city limits. For the purposes of this SMA, the cost participation will be treated as a non-Connecting Highway section, but the language will reflect the anticipated revised Connecting Highway status for city maintenance at the completion of the project.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 200,000	\$ 200,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 500,000	\$ 500,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -		\$ -	
Construction (0010)					
Participating	\$ 1,341,000	\$ 1,341,000	100%	\$ -	0%
New Sidewalk	\$ -	\$ -	100%	\$ -	0%
	\$ -	\$ -	0%	\$ -	0%
	\$ -	\$ -	0%	\$ -	0%
CSS Items (0020)					
Priority 1	\$ 20,115	\$ 20,115	CAP	\$ -	0%
(1.5% CSS Funds)					
Priority 2	\$ -	\$ -	0%	\$ -	100%
(CSS Items)					
Lighting (0030)**	\$ 60,000	\$ 30,000	50%	\$ 30,000	50%
Non-Participating (0040)					
Utility Adjustments***	\$ 10,000	\$ -	0%	\$ 10,000	100%
Residential strum sew laterals***	\$ 5,000	\$ -	0%	\$ 5,000	100%
	\$ -	\$ -	0%	\$ -	100%
	\$ -	\$ -	0%	\$ -	100%
Total Cost Distribution	\$ 2,136,115	\$ 2,091,115		\$ 45,000	

*

**Assumes continuous lighting system

***Estimated cost shown for placeholder purposes only; will be revised during final design

This request is subject to the terms and conditions that follow (pages [#2] – [#5]) and is made by the under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of De Pere** (please sign in blue ink)

Name

Title

Date

Signed for and in behalf of the State (please sign in blue ink)

Name	Title	Date
------	-------	------

TERMS AND CONDITIONS:

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

- (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property assessment value due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (c) Prohibit parking.
 - (d) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (e) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (f) Maintain all community sensitive solutions and/or enhancement funded items.
 - (g) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 9. Basis for local participation:
 - (a) Design:
 - a. Costs are 100% DOT funded as per DOT's cost participation for non-connecting street projects.
 - (b) Real Estate:
 - a. Real Estate costs will be determined in Preliminary Design. WisDOT will fund Real Estate

needed to meet FDM standards.

- (c) Construction costs shown are based on similar project bid item process. Items requiring a cost share are listed on the first page and will be adjusted in future Project Agreement revisions as they are determined via input from the city during preliminary design.

a. Lighting

b. Storm sewer laterals

c. Miscellaneous utility adjustments (manholes, water valve boxes, curb stops)

[END]

STATE / MUNICIPAL AGREEMENT**FOR A
HIGHWAY IMPROVEMENT PROJECT**

DATE: August 3, 2011

I.D.: 4085-39-00 / 71

HIGHWAY: STH 57 LENGTH: 0.37

LIMITS: Broadway Street, City of DePere
Randall Avenue – NCPL

COUNTY: Brown

FILE: 06-14.01

The signatory City of DePere hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility (describe and give reason for request): Broadway Drive/STH 57 is a 4-lane undivided urban section. The asphaltic pavement has become brittle and experiences tenting in the winter. The underground utilities are at their service lives and need to be replaced. Sidewalk exists in some locations and no bike lanes are designated

Proposed Improvement (nature of work): A reconstruct project including new water, sanitary and storm systems is the most practical option. An overlay would have a short life span due to the brittle nature of the existing pavement due to a poor recycled pavement mix placed in 1989 - 1990.

Describe non-participating work included in the project contract: Sanitary and water replacement, repair and adjustments let with DOT's project. Hazardous material clean up.

Describe other work necessary to finish the project completely, which will be undertaken independently by the Municipality:

ASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development	200,000	150,000	75	50,000	25
Real Estate Acquisition 1:					
Acquisition	TBD	TBD	100	0	0
City Acquisition Costs 2	TBD	TBD	100	0	0
State Review and Proratable			100	0	0
Construction (Participating) 3:					
Normal Participating *	1,495,000	1,495,000	100	0	0
New Sidewalk 4			80		20
New Lighting 5			50		50
Sanitary Sewer and Water Main			0		100
Hazardous Material Clean-Up			0		100
Pavement Selection 6			0		100
Sealed Joints 7			0		100
CONSTRUCTION SUBTOTAL:	1,495,000	1,495,000		0	
TOTAL COST DISTRIBUTION:	1,695,000	1,645,000		50,000	

*Estimates include 15% delivery.

- 1) All real estate costs are eligible for DOT funding. The DOT will participate if real estate costs are prudent and financially feasible. The dollar amounts shown are estimates only. If real estate is needed the agreement will be revised when appraisals are completed.
- 2) The City of DePere must acquire real estate in their name. The cost for the City to acquire fee parcels is cost eligible.
- 3) Construction costs shown are an estimate based on historical bid item prices of similar projects. The Project Agreement will be revised as cost share items are determined and estimated.
- 4) New sidewalk is defined as placed in a location where is has not previously existed. The 80/20 split is for a standard sidewalk.
- 5) New lighting is defined as a continuous system where one has not existed. The 50/50 split is for a standard lighting system.
- 6) If the Life Cycle Cost Analysis indicates asphalt is the most economical pavement and the City wants concrete pavement it must fund the cost difference.
- 7) If the City wants the concrete joints sealed it must fund the bid item(s) for sealed joints.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such a request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of CITY OF DE PERE
Municipality

Michael J. Wahr MAYOR 9/29/11
Name Title Date

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate and construction) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
 - a) The grading, base, pavement, and curb and gutter.
 - b) Storm Sewer mains, laterals, manholes, inlets and catch basins necessary for surface water naturally draining to STH 57/Broadway Street.
 - c) Construction engineering incidental to inspection and supervision of actual construction work excluding any sanitary and water system work that is combined let.
 - d) Signing and pavement marking including detour routes.
 - e) Compensable utility adjustment.
 - f) New sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - g) Replacement of existing sidewalks and private driveways necessitated by the project.
 - h) New installations of street lighting and traffic signals or devices at the time of construction. New traffic signals must meet warrants. Upgrading traffic signals to current standards are also eligible.
 - i) Alteration of street lighting and traffic signals or devices necessitated by the project.
 - j) Real estate for the improvement. The City must acquire the real estate in their name. The DOT will provide the funding.
 - k) Preliminary engineering and State review services.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - c) Conditioning, if required and maintenance of detour routes.
 - d) Repair damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

- e) Hazardous materials investigation and remediation cost related to sanitary sewer, water main and storm sewer construction.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal / State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal / State participation.
 8. The Municipality will at its own cost and expense:
 - a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and will make ample provision for such maintenance each year.
 - b) Regulate and prohibit, by ordinance, parking at all times on Broadway Drive between Randall Avenue and the North Corporate City Limits.
 - c) In cooperation with the NE Region help with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project
 - d) Provide complete plans, specifications, relocation order, real estate plat, and estimates for any Sanitary and Water system work the City wants to let with DOT's project. During construction assume full responsibility for establishing line and grade, pressure and purification testing, and operation of the sanitary and water systems. The City of DePere relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - e) Coordinate, clean up and fund any hazardous materials encountered—during city utility and storm sewer installation and during roadway construction—that is deemed necessary to be cleaned and removed within the existing and new right-of-way. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - f) Use the WisDOT Utility Accommodation Policy unless it adopts a policy, which has equal or more restrictive controls.
 - g) Fund sealed joints for concrete pavement.
 - h) Fund the additional cost for concrete pavement if the Life Cycle Cost Analysis shows asphalt as the most economical pavement.

9. Basis for Local Participation:

- Design: Costs are split at a 75/25 DOT / Local ratio as per the DOT cost participation policy for connecting streets.
- Real Estate: Real estate costs are an estimate. Actual costs will be based on appraisals. The DOT will fund real estate that it feels is prudent and financially feasible.
- Construction: Construction costs shown are based on similar project bid item prices. Items requiring a cost share split are listed on the first page and will be adjusted in future Project Agreement revisions as they are determined via input from the City during preliminary design.

RESOLUTION #11-81

AUTHORIZING STATE/MUNICIPAL AGREEMENT FOR
STATE HIGHWAY 57 IMPROVEMENT PROJECT

WHEREAS, the State of Wisconsin Department of Transportation (DOT) is
reconstructing State Highway 57 (Broadway Street) from Randall Avenue to the North City
Limits; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that
the City enter into the attached State Municipal Agreement for a Highway Improvement Project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

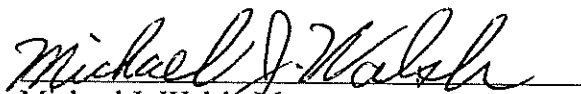
The Mayor is hereby authorized and directed to enter into the State Municipal
Agreement attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are authorized and
directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
September, 2011.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Charlene M. Peterson, Clerk-Treasurer

Ayes: 8

Nays: 0

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #15-55, Authorizing Revised State Municipal Agreement for State Highway 32 Reconstruction Project.

Attached is the revised State/Municipal Agreement (SMA) for the improvements to Eighth Street (STH 32) reconstruction from Main Avenue to Ash Street. The original SMA was approved by the Board of Public Works in November of 2012. Eighth Street is an urban 2-lane non-divided street with parking on each side, concrete curb and gutter, and sidewalk. The street has a concrete surface that was constructed in 1953. The existing pavement is deteriorated and reconstruction is required. Additionally, the City's sanitary sewer and water main are aged and replacement is required.

The major revisions to the SMA include:

- Updated the estimate for plan development.
- Addition of estimate for 1/2 inch of concrete and open-graded base course at City request.
- Addition of estimated costs for lighting.
- Addition of estimate for 1" of aggregate under sidewalk, storm sewer laterals, local sign placement and adjusting rings
- Inclusion of Community Sensitive Solutions (CSS) funding.

The revised and original SMA for the work proposed in the City is attached.

The costs for the project and City allocation are provided in the attached revised SMA . A summary of the cost changes that impact the City are as follows:

Description	Total Estimated Cost	Federal/State Funds	Municipal (City) Funds
Plan Development	\$300,000	\$225,000	\$75,000
½" of Concrete and Open-Graded Base Course	\$45,717	\$0	\$45,717
CSS	\$28,650	\$28,650	\$0
Lighting	\$72,000	\$36,000	\$36,000
Non-Participating (Sidewalk, Storm Laterals, Signs,	\$30,000	\$0	\$30,000

Adjusting Rings)			
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Staff recommends the BOPW approve the revised agreement and forward to the Council for approval.

ATTACHMENTS:

- Reso15-55 (DOCX)
- 40854200_71 C DEPERE 8TH ST MAIN TO ASH REV 1 DRAFT 04082015 (PDF)
- 40854200_71_SMA-Orig (PDF)

RESOLUTION #15-55

AUTHORIZING REVISED STATE/MUNICIPAL AGREEMENT FOR
STATE HIGHWAY 32 RECONSTRUCTION PROJECT

WHEREAS, the State of Wisconsin Department of Transportation (DOT) and the City are parties to an Agreement (authorized by Resolution #12-131) for the reconstruction of State Highway 32 (Eighth Street) from Main Avenue to Ash Street; and

WHEREAS, revisions to the costs and funding in the 2012 Agreement are necessary for the completion of the project; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached Revised State/Municipal Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the Revised State/Municipal Agreement as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of May, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

 [#1] REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT <i>[This agreement supercedes the agreement signed by the Municipality on November 26, 2012 and signed by DOT on December 7, 2012.]</i>	Date: April 8, 2015 I.D.: 4085-42-00 / 71 Road Name: 8th Street City of De Pere Limits: Main Ave - Ash Street County: Brown Roadway Length: 0.39 miles
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The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is an urban 2-lane non-divided section with 2 sided parking, curb & gutter and sidewalk. Turn lanes are provided at various locations. The PCC pavement is from 1953 and has not been overlaid. The ride is poor and the underground utilities are at their service lives.

Proposed Improvement - Nature of work: Reconstruct the existing roadway including replacement of water, sanitary, and storm sewer systems.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Miscellaneous CSS items that would exceed the allotted 1.5% CSS funds, private storm sewer laterals, open graded base course and underdrain, and any sanitary manhole or water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 300,000	\$ 225,000	75%	\$ 75,000	25%
Real Estate Acquisition: Acquisition	\$ 30,000	\$ 30,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -		\$ -	
Construction (0010)					
Priority 1	\$ 53,717				
9" Conc Pvmt		\$ -	0%	\$ 8,940	CAP
OGBC/Underdrain*		\$ -	0%	\$ 36,777	CAP
Parking Lane***		\$ -	0%	\$ 8,000	CAP
Priority 2					
Participating	\$ 1,856,283	\$ 1,856,283	100%	\$ -	0%
New Sidewalk	\$ -	\$ -	100%	\$ -	
CSS Items (0020)					
Priority 1	\$ 28,650	\$ 28,650	CAP	\$ -	0%
(1.5% CSS Funds)					
Priority 2	\$ -	\$ -	0%	\$ -	100%
(CSS Items)					
Lighting (0030)**	\$ 72,000	\$ 36,000	50%	\$ 36,000	50%
Non-Participating (0040)					
Sidewalk base course (1")***	\$ 10,000	\$ -	0%	\$ 10,000	100%
Residential strm sew laterals***	\$ 10,000	\$ -	0%	\$ 10,000	100%
Local sign placement***	\$ 5,000	\$ -	0%	\$ 5,000	100%
Rubber adjustment rings***	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 2,370,650	\$ 2,175,933		\$ 194,717	

*OGBC = Open Graded Base Course

**Assumes continuous lighting system

***Estimated cost shown for placeholder purposes only; will be revised during final design

Parking lane estimate assumes 400 LF of 6' wide parking lane @ \$20/LF

This request is subject to the terms and conditions that follow (pages [#2] – [#5]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

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

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk meeting Trans 75 requirements at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property assessment value due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (c) Prohibit angle parking.
 - (d) Regulate and prohibit, by ordinance, except designated areas on the east side of 8th Street between Elm Street and Spruce Street, parking at all times on 8th Street between Main Ave and Ashland Ave.
 - (e) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (f) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system

construction.

- (g) Maintain all community sensitive solutions and/or enhancement funded items.
- (h) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

(a) Design:

- a. Costs are split at a 75/25 WisDOT / Local ratio as per WisDOT's cost policy for Connecting Highways.

(b) Real Estate:

- a. Real Estate costs will be determined in Preliminary Design. WisDOT will fund Real Estate needed to meet FDM standards.

(c) Construction:

- a. Construction costs shown are based on similar project bid item process. Items requiring a cost share are listed on the first page and will be adjusted in future Project Agreement revisions as they are determined via input from the City during preliminary design.
 - i. Open graded base course & under drain
 - ii. 4" base aggregate under sidewalk (1" additional; WisDOT covers first 3")
 - iii. Lighting
 - iv. Local signs placement (city provided signs placed under WisDOT project)
 - v. Storm sewer laterals (6" residential connections)
 - vi. Rubber adjustment rings (manholes, inlets)

[END]



**Original
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: August 24, 2012

ID: 4085-42-00 / 71

Road Name: 8th Street City of DePere

Limits: Main street – Ash Street

County: Brown

Roadway Length: 0.45 MI

The signatory City of DePere hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is an urban 2-lane non-divided section with 2 sided parking, curb & gutter and sidewalk. Turn lanes are provided at various intersections. The pcc pavement is from 1953 and has not been overlaid. The ride is poor and the underground utilities are at their service lives.

Proposed Improvement - Nature of work: Reconstruct the existing roadway including replacement of water, sanitary and storm systems.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Design of sanitary and water systems if the City wants to combine let them with WisDOT's project.

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development	225,000	168,750	75	56,250	25
Real Estate Acquisition 1:					
Acquisition	TBD	TBD	100	0	0
City Acquisition Costs 2	TBD	TBD	100	0	0
Construction (Participating) 3:					
Normal Participating	1,854,317	1,854,317	100	0	0
New Lighting 4			50		50
Construction (Non – Participating)					
Parking Lanes 5	100,683	0	0	100,683	100
Hazardous Material Clean-Up			0		100
Sanitary & Water			0		100
CONSTRUCTION SUBTOTAL:	1,955,000	1,854,317		100,683	
TOTAL COST DISTRIBUTION:	2,180,000	2,023,067		156,933	

- 1) All Real Estate costs required to meet FDM standards are eligible for WisDOT funding.
- 2) The City of DePere must acquire real estate in their name. The City's cost to acquire parcels is eligible for WisDOT funding.
- 3) Construction costs shown are an estimate based on historical bid item prices and contain 15% construction delivery. The Project Agreement will be revised as cost share items are determined.
- 4) New lighting is a continuous system. The 50/50 split is for a standard cobra head lighting system.
- 5) The City is responsible for the actual cost of bid items needed to construct parking lanes. Items typically include common excavation, breaker run, base course, and pavement.

This request is subject to the terms and conditions that follow (pages 3 – 5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of DePere (please sign in blue ink)

Name Michael J. Walsh Title MAYOR Date 11/26/12

Signed for and in behalf of the State (please sign in blue ink)

Name _____ Title _____ Date _____

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments as per WisDOT's cost share policy or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk meeting trans 75 requirements at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components. WisDOT will have LED as a standard option by 2018.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.

- (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property assessment value due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets not designated as a haul road caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street. Regulate and prohibit, by ordinance, parking at locations determined by the City during preliminary design.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction. Sanitary sewer and water may be done concurrently with the street construction if requested by the municipality.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

- Design: Costs are split at a 75/25 WisDOT / Local Ratio as per WisDOT's cost policy for connecting Highways.
- Real Estate: Real Estate costs will be determined in Preliminary Design. WisDOT will fund Real Estate needed to meet FDM standards.
- Construction: Construction costs shown are based on similar project bid item prices. Items requiring a cost share are listed on the first page and will be adjusted in future Project Agreement revisions as they are determined via input from the City during preliminary design.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution # 15-56, Authorizing Three-Party Design Engineering Services Contract Between the City of De Pere, State of Wisconsin Department of Transportation (WisDOT) and Cedar Corporation.

In August of 2014, the City entered into State/Municipal Agreement (SMA) for grant funding of up to 80% of the project costs for resurfacing the following streets.

- Allard Street - Grant to Reid
- Erie Street - O'Keefe to Virginia
- Libal - Ridgeway to LeBrun
- Helena - Seventh to Sixth
- Ninth - Grant to Main

The City obtained grants for the streets under the STP-U grant program. Some additional grant funding came available that allowed partial funding of the remainder of Helena Street from Suburban to Seventh. This section of Helena includes the addition of storm sewer. In order to minimize City cost, it is important to have street funded to the Federal allowed 80%. Based on this, the streets included in the grant were modified with Libal and Ninth being eliminated and Helena, from Suburban to Seventh being funded to 80%.

The City worked with WisDOT to obtain qualifications from sixteen engineering firms for the design of the project. Based on the qualifications, the City chose to work with Cedar Corporation. The next step in the process is for the City to enter into Three Party Design Engineering Service between the City, WisDOT and Cedar Corporation. The costs were negotiated between WisDOT and Cedar Corporation.

A summary with the costs and the City's anticipated costs are as follows:

Project Number	Project Location	Design	City Portion
4985-00-51	Allard Street - Grant to Reid	\$50,287.37	\$10,057.40
4985-00-53	Erie Street - O'Keefe to Virginia	\$76,842.80	\$15,368.56
4985-00-57	Helena Street - Suburban to Sixth	\$65,773.25	\$13,154.65

This work is scheduled to occur in 2018. WisDOT will be revising the SMA to reflect the changes in the streets for the project. This will be brought back to the Board of Public Works.

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

ATTACHMENTS:

- Reso15-56 (DOCX)
- DOT Project ID 4985-00-51 (PDF)
- DOT Project ID4985-00-53 (PDF)
- DOT Project ID 4985-00-57 (PDF)

RESOLUTION #15-56

AUTHORIZING THREE-PARTY DESIGN
ENGINEERING SERVICES CONTRACT BETWEEN THE
CITY OF DE PERE, STATE OF WISCONSIN DEPARTMENT
OF TRANSPORTATION (WisDOT) AND CEDAR CORPORATION

WHEREAS, the Common Council previously authorized (Resolution #14-94) State/Municipal Agreements between the City and WisDOT for several street improvement projects involving federal grant aid;

WHEREAS, additional grant dollars have become available, allowing the City to adjust the street improvement projects to take full advantage of the grant dollars, resulting in three street improvement projects funded through the federal grant rather than five; and

WHEREAS, the modified scope of the improvement projects has also resulted in the need for engineering design services, the scope of which are set forth in the attached Three-Party Design Engineering Services Contracts Between the City of De Pere, State of Wisconsin Department of Transportation and Cedar Corporation, incorporated herein as Exhibits 1, 2 and 3; and

WHEREAS, WisDOT will be revising the previously approved State/Municipal Agreements to reflect the revised street improvement projects, all of which will be brought before the Board of Public Works and the Common Council at a later date; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the State/Municipal Agreements attached.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the Three Party Design Engineering Services Contracts (Exhibits 1, 2 and 3).

Resolution #15-56

Page 2 of 2

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of
May, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-56 (3496 : Resolution #15-56, Approval of Three-Party Design Engineering Services Contract)

THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN

City of De Pere (MUNICIPALITY),

State of Wisconsin Department of Transportation (DEPARTMENT),

AND

Cedar Corporation (CONSULTANT)

FOR

PROJECT ID 4985-00-51
C. De Pere, Allard Street
Grant Street to Reid Street
Allard St.
Brown County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between MUNICIPALITY, DEPARTMENT, and CONSULTANT to provide consultant engineering services and will be completed by October 1, 2017.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

Design of the roadway rehabilitation of 1000' of Allard Street, from Grant Street to Reid Street in the City of De Pere, Wisconsin.

The MUNICIPALITY and DEPARTMENT deem it advisable to engage CONSULTANT to provide certain engineering services and have authority to contract for these services.

ALL SERVICES

Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be from the:

- ☒ DEPARTMENT or
☐ MUNICIPALITY

For Roadway Design Services performed by CONSULTANT

Actual costs to the CONSULTANT's up to \$44,016.79 plus a fixed fee of \$3,131.19, not to exceed \$48,016.98 in total.

For Subsurface Investigation sublet to PSIUSA, Inc. a lump sum of \$2,270.39 the CONSULTANT's actual cost not to exceed \$2,270.39.

Total compensation for the above services shall not exceed \$50,287.37. Compensation in excess of the total CONTRACT amount of \$50,287.37 shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT represents it is in compliance with the laws and regulations relating to the profession of engineering and signifies its willingness to provide the desired engineering services.

The CONSULTANT representative is Thad Majkowski, P.E., whose work address, e-mail address and telephone number are 1496 Bellevue Street, Suite 502, Green Bay, WI 54311, thad.majkowski@cedarcorp.com, 920-785-7302.

The MUNICIPALITY representative is Michael Walsh, whose work address, e-mail address and telephone number are 335 S. Broadway, De Pere, WI 54115, mwalsh@mail.de-pere.org, 920-339-4050.

The DEPARTMENT representative is Jeff Saxby, P.E., whose work address, email address and telephone number are; 425 West Water Street, Suite 300, Appleton, WI 59911-6058, jsaxby@sehinc.com, 920-380-2800.

This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, THREE PARTY DESIGN ENGINEERING SERVICES BOILERPLATE, Procedure 8-15-1, Exhibit 1.2 of the State Of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT and MUNICIPALITY acknowledge receipt of a copy of these STANDARD PROVISIONS.

The parties also agree to all of the special provisions which are annexed and made a part of this CONTRACT, consisting of seven (7) pages.

This CONTRACT also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the context of this CONTRACT clearly indicates an entirely different understanding of the parties.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this CONTRACT.

For the CONSULTANT

By: Thad Majkowski
 Title: Director
 Date: 4/30/15

For the DEPARTMENT

By: _____
 Contract Manager, WisDOT
 Date: _____

For the MUNICIPALITY

By: _____
 Title: _____
 Date: _____

APPROVED

By: _____
 GOVERNOR, State of Wisconsin
 Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

DEFINITIONS

- a. "LPA" means the Local Public Agency responsible for the PROJECT within their jurisdiction in the LOCAL PROGRAM.
- b. "NE or Region or NE Region" means the Wisconsin Department of Transportation's, Northeast Region, located at 944 Vanderperren Way, Green Bay, WI 54304.
- c. "CO" means the DEPARTMENT'S Central Office located in Madison, WI.
- d. "DC" or "CONSULTANT" means the consultant retained by the LPA and the DEPARTMENT to provide engineering services for a PROJECT in the LOCAL PROGRAM.
- e. "Design Contract" means a contract for engineering services for the PROJECT design.
- f. "MC" or "MANAGEMENT CONSULTANT" means the CONSULTANT providing project management services who is retained by the Northeast REGION and represents the DEPARTMENT.
- g. "DRC" means the NE REGION'S railroad coordinator.
- h. "BRH" means the DEPARTMENT'S Bureau of Rails and Harbors.
- i. "OCR" Office of Commissioner of Railroads.
- j. "CDR" Concept Definition Report
- k. "AGENCY" means any and all necessary governmental agencies required for coordination as follows (but not limited to): Division of Infrastructure Development, DEPARTMENT of Natural Resources, Federal Highway Administration, U.S. Army Corp of Engineers.

SCOPE OF SERVICES

A. DESIGN REPORTS

- (1) Pavement Report - Section II. B. (3) of the STANDARD PROVISIONS is replaced with the following:

An abbreviated Pavement Design Report shall be prepared by the CONSULTANT as set forth in the MANUAL.

(2) Other Reports:

The CONSULTANT shall prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- a. Traffic Management Plan (TMP)
- b. Trans 75 Complete Street Compliance Check Sheet and applicable Exception Sheet(s)
- c. Stormwater Report and/or Stormwater Report spreadsheet

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare an pER Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

If review of the environmental document by the MUNICIPALITY, DEPARTMENT, and FHWA indicates that changes to this document are necessary, all such changes shall be made by the CONSULTANT.

In preparing environmental documentation, CONSULTANT shall consider and evaluate as alternatives to the PROJECT other reasonable actions or activities that may achieve the same or similar purpose of a highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. CONSULTANT shall evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state and national environmental goals. CONSULTANT shall prepare environmental documents that are concise, clear, and to the point and emphasize real environmental issues and alternatives. CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

(1) Hazardous Materials/Contamination Assessments

- (a) The CONSULTANT shall conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
- (b) When Phase I indicates further work is needed, the CONSULTANT shall consult with the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies.

(2) Native American Coordination

- (a) The CONSULTANT shall prepare the notification letter and submit to WisDOT for review and approval. The letters will be mailed out by the CONSULTANT.

C. RAILROAD/UTILITY INVOLVEMENTS

(1) Utility Negotiations/Agreements

The CONSULTANT shall prepare statements, exhibits and documentation for and present testimony at proceedings before the Public Service Commission or such other forum as may be designated by the MUNICIPALITY.

- (a) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non TRANS 220 projects, however the CONSULTANT shall maintain a utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.
- (b) CONSULTANT shall transmit final utility-related documents to the MC, as DEPARTMENT's representative, a minimum of 30 days prior to the final PS&E submittal date. This submittal includes the following information:
- i. USR signed and dated by CONSULTANT.
 - ii. Utility-related special provisions.
 - iii. Plans specific to utility related items, including general notes, plan and profile, and cross sections, if appropriate.
 - iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
 - v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
 - vi. Approved Work Plans by LPA.

D. PUBLIC INVOLVEMENT

(1) Informational Meetings:

- (a) The CONSULTANT shall prepare all exhibits and documentary handout material and submit to the MUNICIPALITY to conduct the public informational meeting(s).
- (b) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meeting(s) to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.

F. MEETINGS

- (1) The CONSULTANT shall hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) One(1) meeting shall be held with local officials approximately one week prior to the Public Informational Meeting(s).
- (3) A 30% Plan Review Meeting with the MUNICIPALITY and the MC, as DEPARTMENT's representative, shall be held as directed by the MC.
- (4) A 60% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC shall be held as directed by the MC, as DEPARTMENT's representative
- (5) A 90% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT's representative, shall be held 60 days ahead of the P.S. & E. submittal date as directed by the MC, as DEPARTMENT's representative.
- (6) A Final Plan Review Meeting with the MUNICIPALITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.
- (7) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- (8) One(1) meeting shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.

H. SURVEYS

- (1) The CONSULTANT shall set horizontal and vertical control based on the Wisconsin County Coordinate System, Brown County.
- (2) The surveys shall also provide information necessary for the preparation of plats and acquisition of rights of way and property. All such information shall be provided in an electronic file. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the FDM.
- (3) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The CONSULTANT shall perform 2 samples of the existing pavement structure, including base courses and shoulders, in order to determine quantities and qualities of materials available for project needs.
- (2) The CONSULTANT shall perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.
- (3) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures". Spoil material from boring samples shall be disposed of such that the surrounding environment is not adversely impacted, including any nearby streams.

J. ROAD PLANS

Section II.I.(2) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (m). Marking and Signing Plan
- (n). Storm Sewer Plan
- (o). Project Overview - Single Sheet Schematic Drawing
- (p). Intersection Details

The CONSULTANT shall submit 30%, 60%, and 90% plans to the MC for review and comment.

O. SERVICES PROVIDED BY THE DEPARTMENT

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

1. Traffic Counts and Projections for the project.

P. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Existing Plats and/or Plan sets.
2. Property owner information and mail the notices to the property owners.
3. Crash history and data.
4. The MUNICIPALITY will conduct the PIM. The Municipality will provide a copy of the sign in sheet, meeting minutes and documentation of the meeting.

Q. PROSECUTION AND PROGRESS

- (1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with WisDOT internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current WisDOT standards (Microsoft Project), or on paper.

- (2) The PROJECT will be administered for the DEPARTMENT by JT Engineering, INC. the NE Region Local Program Management Consultant (MC). Correspondence and all submittals, including invoices, progress reports, and updated schedules must be submitted to:

SEH, Inc. Attn: Jeff Saxby, PE
jeffsaxby@sehinc.com
 425 West Water Street
 Appleton, WI 59911
 (920) 380-2800

- (3) The CONSULTANT proposes to sublet services for Soil Brings to PSIUSA.

- (4) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by June 30, 2015.

Initial Project Review	July 2015
Soils Report Submittal	Aug. 2015
Pavement Design Report Submittal	Sept. 2015
TRANS 75 submittal	Sept. 2015
OPM	Sept. 2015
Public Information Meeting	Oct. 2015
30% Plan, Estimate & RBQ's	Dec. 2015
Environmental Document Submittal	Feb. 2016
60% Plan, Estimate & RBQ's	Aug. 2016
Traffic Management Plan Submittal	Aug. 2016
Design Study Report Submittal	Aug. 2016
Right-Of-Way Descriptions	Oct. 2016
90% Plan, Estimate & RBQ's	Mar. 2017
Final P.S. & E & RBQ's	May 1, 2017

- (5) The CONSULTANT shall communicate all substantial (10% or \$100,000, whichever is less) changes of construction cost estimate

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: 4985-00-51

Classification		Senior Project Manager		Lead Project Manager		Design Engineer II		Tech. III		Tech. IV		Clerical			
Avg. Hourly Wage		\$51.07		\$35.66		\$33.04		\$23.74		\$28.29		\$21.97		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Administration	740	24	\$1,225.68		\$0.00		\$0.00		\$0.00		\$0.00	2	\$43.94	26	\$1,269.62
Survey General	729	1	\$51.07	2	\$71.32		\$0.00	28	\$664.72	34	\$961.86		\$0.00	65	\$1,748.97
Preliminary Road Design	741	4	\$204.28	26	\$927.16	58	\$1,916.32	40	\$949.60		\$0.00		\$0.00	128	\$3,997.36
Finalize Design Elements	742	4	\$204.28	22	\$784.52	52	\$1,718.08	26	\$617.24		\$0.00		\$0.00	104	\$3,324.12
Public Involvement	743	2	\$102.14		\$0.00		\$0.00	16	\$379.84		\$0.00		\$0.00	18	\$481.98
Proj Dev - Utilities/RR/Agency	746		\$0.00	4	\$142.64		\$0.00		\$0.00		\$0.00		\$0.00	4	\$142.64
Project Development - Meetings	747	16	\$817.12	16	\$570.56		\$0.00		\$0.00		\$0.00	2	\$43.94	34	\$1,431.62
Design - Reports	748	2	\$102.14	34	\$1,212.44		\$0.00		\$0.00		\$0.00		\$0.00	36	\$1,314.58
Envir Imp - Environment Documents	767	1	\$51.07	22	\$784.52		\$0.00		\$0.00		\$0.00	2	\$43.94	25	\$879.53
Compute Quantities & Details	786	2	\$102.14	10	\$356.60		\$0.00	26	\$617.24		\$0.00		\$0.00	38	\$1,075.98
Plans, SPs & PSE Documents	794	2	\$102.14	12	\$427.92	30	\$991.20		\$0.00		\$0.00	4	\$87.88	48	\$1,609.14
														0	\$0.00
TOTAL:		58	\$2,962.06	148	\$5,277.68	140	\$4,625.60	136	\$3,228.64	34	\$961.86	10	\$219.70	526	\$17,275.54

Consultant Direct Labor Rates

Project ID: 4985-00-51

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate(e)	Date of Increase (f)	% Work at Current Rate(c)	% Work at Increased Rate(e)	Hourly Rate(i)
Thad Majkowski	Senior Project Manager	\$50.55	1.70%	\$51.41	July-16	40.00%	60.00%	\$51.07
Dennis Mack	Lead Project Manager	\$35.30	1.70%	\$35.90	July-16	40.00%	60.00%	\$35.66
Bryon Motszko	Design Engineer II	\$32.70	1.70%	\$33.26	July-16	40.00%	60.00%	\$33.04
Kyle Johnson	Tech. III	\$23.50	1.70%	\$23.90	July-16	40.00%	60.00%	\$23.74
Greg Salentine	Tech. IV	\$28.00	1.70%	\$28.48	July-16	40.00%	60.00%	\$28.29
Janice Kenefick	Clerical	\$21.75	1.70%	\$22.12	July-16	40.00%	60.00%	\$21.97

Fee Computation Summary by Engineering Task

Project ID: 4985-00-51

Task	Activity Code	Direct Labor Costs	Overhead Costs Based on an Overhead Cost of 1.5648	Fixed Fee/Profit Based on an Overhead Cost of 1.50	Direct Expenses	Total
Adminstration	740	\$1,269.62	\$1,986.70	\$230.12		\$3,486.44
Survey General	729	\$1,748.97	\$2,736.79	\$317.00	\$548.75	\$5,351.51
Preliminary Design - General	741	\$3,997.36	\$6,255.07	\$724.52		\$10,976.95
Finalize Design Elements	742	\$3,324.12	\$5,201.58	\$602.50		\$9,128.20
Public Info Meetings	743	\$481.98	\$754.20	\$87.36	\$28.75	\$1,352.29
Proj Dev - Utilities/RR/Agency	746	\$142.64	\$223.20	\$25.85		\$391.69
Project Development - Meetings	747	\$1,431.62	\$2,240.20	\$259.48		\$3,931.30
Design - Reports	748	\$1,314.58	\$2,057.05	\$238.27		\$3,609.90
Envir Imp - Environment Documents	767	\$879.53	\$1,376.29	\$159.41		\$2,415.23
Compute Quantities & Details	786	\$1,075.98	\$1,683.69	\$195.02		\$2,954.69
Plans, Sps & PSE Documents	794	\$1,609.14	\$2,517.98	\$291.66		\$4,418.78
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
TOTAL:		\$17,275.54	\$27,032.75	\$3,131.19	\$577.50	\$48,016.98

Company Wide Overhead Rate:

156.48%

Fixed Fee: 7.25%

Fixed fee based on overhead rate of 1.5

Direct Expenses by Item

Project ID: 4985-00-51

Item	Unit Amount	Unit Type	Rate	Total Expenses
Mileage- Survey	50	Miles	\$0.575	\$28.75
Mileage - Meetings	50	Miles	\$0.575	\$28.75
GPS Unit	26	Hours	\$20.00	\$520.00
TOTAL				\$577.50

Consultant Contract Total Fee Computation

Project ID	4985-00-51				Total for Contract
Number of Staff Hours	526				526
Total Direct Labor	\$17,275.54				\$17,275.54
Total Overhead Costs	\$27,032.75				\$27,032.75
Fixed Fee/Profit	\$3,131.19				\$3,131.19
Direct Expenses	\$577.50				\$577.50
Subtotal	\$48,016.98	\$0.00	\$0.00	\$0.00	\$48,016.98
PSI	\$2,270.39				\$2,270.39
					\$0.00
					\$0.00
Subcontract Subtotal	\$2,270.39	\$0.00	\$0.00	\$0.00	\$2,270.39
TOTAL COST	\$50,287.37	\$0.00	\$0.00	\$0.00	\$50,287.37

Company Wide Overhead Rate: 156.48%

Fixed Fee: 7.25%
Fixed fee based on overhead rate of 1.5

4985-00-51
Allard Street
Brown County

Cedar Corporation, Inc.



April 29, 2015

Mr. Todd Wescott
Cedar Corporation
2820 Walton Cmns W #142
Madison, Wisconsin 53718

Re: Geotechnical Exploration Proposal
Project ID 4985-00-51
Allard Street
Grant Street to Reid Street
City of De Pere
Brown County
PSI Proposal No. 149046R1-Allard

Dear Mr. Wescott:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for providing a Geotechnical Exploration for the proposed Allard St. resurfacing from Grant St. to Reid St. in De Pere, Wisconsin. This proposal presents PSI's proposed exploration scope of services, and contains scheduling and fee information. Thank you for giving PSI this opportunity to propose our services to you.

PROJECT INFORMATION

According to the request for proposal, the project includes resurfacing with a hot mix asphalt overlay, along with concrete and curb and gutter. The length of the project is approximately 1,000 feet.

Should any of the above information be inconsistent with the planned construction, PSI requests that you contact us immediately to allow us to make any necessary modifications to this proposal.

PROPOSED SCOPE OF SERVICES

The purpose of the proposed geotechnical exploration will be to evaluate the subsurface soil conditions along the proposed alignment. In addition, pavement design parameters will be provided.

To obtain data to evaluate subsurface conditions at the site, PSI has been requested to complete 2 soil borings, each to a depth of 6 feet below current ground surface. This proposal is based on the borings being completed within the existing roadway, which will require appropriate traffic control, including signs and a flag crew, in order to keep traffic

Project ID 4985-00-51
Allard Street
Grant Street to Reid Street
City of De Pere
Brown County
PSI Proposal No.: 149046R1-Allard
April 29, 2015
Page 2 of 4

moving around the work zone. The soil borings will be performed with a truck-mounted, rotary drill rig.

FEES

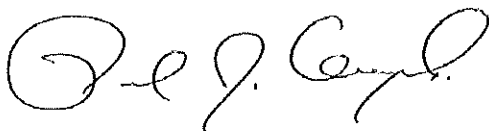
It is proposed that the fee for performance of the outlined scope of services be charged on a cost plus fixed fee basis. **Based on the scope of services outlined above, the actual costs to the CONSULTANT are up to \$2,156.88, plus a fixed fee of \$113.51 (using a fixed fee of 7.25%), add up to a maximum combined amount of \$2,270.39.**

All of the borings will be located within the paved roadway. As such, it is standard and industry practice to proceed with the understanding that utilities within the roadway are entirely publicly owned and operated. PSI will contact Diggers Hotline for public utility clearance prior to the start of drilling activities. PSI will also contact the local municipality to discuss if any additional utilities, not covered by Digger's Hotline are located within the roadway. If the local municipality identifies that additional utility lines may be present, PSI will request an amendment to retain a private utility locating company to locate the utilities within 10 feet of the boring locations. In addition, PSI will request the local municipality mark or provide plans showing the location of all laterals located within the work zone. If the local municipality will not provide utility markings or plans, other arrangements will be required in order to locate these utilities. If additional fees are required, PSI will contact you prior to implementation for your approval.

AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to PSI's office. We will proceed with the work upon receipt of authorization.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.



Electronic Copy
Paul J. Koszarek, P.E.
Geotechnical Department Manager



Electronic Copy
James M. Becco, P.E.
District Manager

Attachments: Proposal Acceptance
General Conditions
Fee Forms

Project ID 4985-00-51
 Allard Street
 Grant Street to Reid Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Contract Direct Labor Detail

Project ID: 4985-00-51

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate(e)	Date of Increase(f)	% Work at Current Rate(g)	% Work at Increased Rate(h)	Weighted Average Hourly Rate(i)
Dan Turley	Driller	\$18.46		\$18.46	na	100.00%		\$18.46
Ted Cera	Project Engineer	\$35.06		\$35.06	na	100.00%		\$35.06
Paul Koszarek	Principal Consultant	\$45.67		\$45.67	na	100.00%		\$45.67
Molly Porter	Administrative Assistant	\$13.13		\$13.13	na	100.00%		\$13.13
Ken Wojtanowski	Staff Engineer	\$25.92		\$25.92	na	100.00%		\$25.92
Average of Selected Individuals	Flagger/Drill Helper	\$15.34		\$15.34	na	100.00%		\$15.34

Contract Completion Date: 10/1/2017

Attachment: DOT Project ID 4985-00-51 (3496 : Resolution #15-56, Approval of Three-Party Design

Project ID 4985-00-51
 Allard Street
 Grant Street to Reid Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Weighted Average Direct Labor Rates

Project ID: 4985-00-51

Classification: Flagger/Drill Helper

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Claude Rollefson	\$14.45	28.57%	\$4.13
Josh Frederick	\$13.71	28.57%	\$3.92
Ed Weilberg	\$23.00	14.29%	\$3.29
Shawn Briscoe	\$14.00	28.57%	\$4.00
TOTAL		100.00%	\$15.34

Project ID 4985-00-51
 Allard Street
 Grant Street to Reid Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Summary by Engineering Task

Project ID:

4985-00-51

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
Data Gathering & Borings, Soil Engineering	644	\$567.55	\$1,004.05	\$102.87	\$422.71	\$2,097.18
Administration	740	\$58.71	\$103.86	\$10.64		\$173.21
TOTAL:		\$626.26	\$1,107.91	\$113.51	\$422.71	\$2,270.39

Fixed Fee Overhead Rate; 1.50
 Company Wide Overhead Rate; 1.7691

Percent Fixed Fee: 7.25

Attachment: DOT Project ID 4985-00-51 (3496 : Resolution #15-56, Approval of Three-Party Design

Project ID 4985-00-51
 Allard Street
 Grant Street to Reid Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Summary of Staff Hours and Direct Labor Costs

Project ID: 4985-00-51

Classification		Driller		Project Engineer		Staff Engineer		Administrative Assistant		Principal Consultant		Flagger/Driller Helper			
Avg. Hourly Wage		\$18.46		\$35.06		\$25.92		\$13.13		\$45.67		\$15.34		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Data Gathering & Borings, Soil Engineering	644	4	\$73.84			9	\$233.28			1	\$45.67	14	\$214.76	28	\$567.55
Administration	740			1.3	\$45.58			1	\$13.13					2.3	\$58.71
TOTAL:		4	\$73.84	1.3	\$45.58	9	\$233.28	1	\$13.13	1	\$45.67	14	\$214.76	30.3	\$626.26

Attachment: DOT Project ID 4985-00-51 (3496 : Resolution #15-56, Approval of Three-Party Design

Project ID 4985-00-51
 Allard Street
 Grant Street to Reid Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Direct Expenses

Project ID:

4985-00-51

Item (Title)	Unit Amount	Unit Type	Rate	Total Expenses
Asphalt Patch (field supplies/small reimburseables)	1	bag	\$10.08	\$10.08
Drill Rig-Company Machine (ATV Geotech Drill Rig)	0.33	day	\$758.00	\$250.14
Cones (Traffic Control and Protection)	0.33	project	\$43.03	\$14.20
Drill Rig Mileage (Company Vehicle Mileage)	85	mile	\$1.00	\$85.00
Company Owned Vehicle Mileage (Company Vehicle Mileage)	85	mile	\$0.56	\$47.60
Road Signs (Traffic Control and Protection)	0.33	day	\$47.54	\$15.69
TOTAL				\$422.71

Project ID 4985-00-51
 Allard Street
 Grant Street to Reid Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Contract Total Fee Computation

Project ID	4985-00-51		Total for Contract
	Original Contract		
Number of Staff Hours	30.3		30.3
Total Direct Labor	\$626.26		\$626.26
Total Overhead Costs	\$1,107.91		\$1,107.91
Fixed Fee	\$113.51		\$113.51
Direct Expenses	\$422.71		\$422.71
Subtotal	\$2,270.39	\$0.00	\$2,270.39
Subcontract 1			\$0.00
Subcontract 2			\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00
TOTAL COST	\$2,270.39	\$0.00	\$2,270.39
Fixed Fee			
Overhead Rate	150.00%		
Company Wide	176.91%		
Overhead Rate			
Fixed Fee%	7.25%		

THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN

City of De Pere (MUNICIPALITY),

State of Wisconsin Department of Transportation (DEPARTMENT),

AND

Cedar Corporation (CONSULTANT)

FOR

PROJECT ID 4985-00-53
C. De Pere, Erie Street
O'Keefe Street to Virginia Street
Erie St.
Brown County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between MUNICIPALITY, DEPARTMENT, and CONSULTANT to provide consultant engineering services and will be completed by October 1, 2017.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

Design of the roadway rehabilitation of 3400' of Erie Street, from O'Keefe to Virginia Street in the City of De Pere, Wisconsin.

The MUNICIPALITY and DEPARTMENT deem it advisable to engage CONSULTANT to provide certain engineering services and have authority to contract for these services.

ALL SERVICES

Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be from the:

- ☒ DEPARTMENT or
☐ MUNICIPALITY

For Roadway Design Services performed by CONSULTANT

Actual costs to the CONSULTANT's up to \$66,620.04 plus a fixed fee of \$4,630.38, not to exceed \$71,250.42 in total.

For Archaeological Investigation sublet to CCRG, Inc. a lump sum of \$2,696.79 the CONSULTANT's actual cost not to exceed \$2,696.79.

For Subsurface Investigation sublet to PSIUSA, Inc. a lump sum of \$2,895.59 the CONSULTANT's actual cost not to exceed \$2,895.59.

Total compensation for the above services shall not exceed \$76,842.80. Compensation in excess of the total CONTRACT amount of \$76,842.80 shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance

by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT represents it is in compliance with the laws and regulations relating to the profession of engineering and signifies its willingness to provide the desired engineering services.

The CONSULTANT representative is Thad Majkowski, P.E., whose work address, e-mail address and telephone number are 1496 Bellevue Street, Suite 502, Green Bay, WI 54311, thad.majkowski@cedarcorp.com, 920-785-7302.

The MUNICIPALITY representative is Michael Walsh, whose work address, e-mail address and telephone number are 335 S. Broadway, De Pere, WI 54115, mwalsh@mail.de-pere.org, 920-339-4050.

The DEPARTMENT representative is Jeff Saxby, P.E., whose work address, email address and telephone number are; 425 West Water Street, Suite 300, Appleton, WI 59911-6058, jsaxby@sehinc.com, 920-380-2800.

This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, THREE PARTY DESIGN ENGINEERING SERVICES BOILERPLATE, Procedure 8-15-1, Exhibit 1.2 of the State Of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT and MUNICIPALITY acknowledge receipt of a copy of these STANDARD PROVISIONS.

The parties also agree to all of the special provisions which are annexed and made a part of this CONTRACT, consisting of eight (8) pages.

This CONTRACT also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the context of this CONTRACT clearly indicates an entirely different understanding of the parties.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this CONTRACT.

For the CONSULTANT

By: Thad Majkowski

Title: Director

Date: 9/30/15

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

APPROVED

By: _____

GOVERNOR, State of Wisconsin

Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

DEFINITIONS

- a. "LPA" means the Local Public Agency responsible for the PROJECT within their jurisdiction in the LOCAL PROGRAM.
- b. "NE or Region or NE Region" means the Wisconsin Department of Transportation's, Northeast Region, located at 944 Vanderperren Way, Green Bay, WI 54304.
- c. "CO" means the DEPARTMENT'S Central Office located in Madison, WI.
- d. "DC" or "CONSULTANT" means the consultant retained by the LPA and the DEPARTMENT to provide engineering services for a PROJECT in the LOCAL PROGRAM.
- e. "Design Contract" means a contract for engineering services for the PROJECT design.
- f. "MC" or "MANAGEMENT CONSULTANT" means the CONSULTANT providing project management services who is retained by the Northeast REGION and represents the DEPARTMENT.
- g. "DRC" means the NE REGION'S railroad coordinator.
- h. "BRH" means the DEPARTMENT'S Bureau of Rails and Harbors.
- i. "OCR" Office of Commissioner of Railroads.
- j. "CDR" Concept Definition Report
- k. "AGENCY" means any and all necessary governmental agencies required for coordination as follows (but not limited to): Division of Infrastructure Development, DEPARTMENT of Natural Resources, Federal Highway Administration, U.S. Army Corp of Engineers.

SCOPE OF SERVICES

A. DESIGN REPORTS

- (1) Pavement Report - Section II. B. (3) of the STANDARD PROVISIONS is replaced with the following:

An abbreviated Pavement Design Report shall be prepared by the CONSULTANT as set forth in the MANUAL.

(2) Other Reports:

The CONSULTANT shall prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- a. Traffic Management Plan (TMP)
- b. Trans 75 Complete Street Compliance Check Sheet and applicable Exception Sheet(s)
- c. Stormwater Report and/or Stormwater Report spreadsheet

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare an pER Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

If review of the environmental document by the MUNICIPALITY, DEPARTMENT, and FHWA indicates that changes to this document are necessary, all such changes shall be made by the CONSULTANT.

In preparing environmental documentation, CONSULTANT shall consider and evaluate as alternatives to the PROJECT other reasonable actions or activities that may achieve the same or similar purpose of a highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. CONSULTANT shall evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state and national environmental goals. CONSULTANT shall prepare environmental documents that are concise, clear, and to the point and emphasize real environmental issues and alternatives. CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

(1) Hazardous Materials/Contamination Assessments

- (a) The CONSULTANT shall conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
- (b) When Phase I indicates further work is needed, the CONSULTANT shall consult with the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies.

(2) Native American Coordination

- (a) The CONSULTANT shall prepare the notification letter and submit to WisDOT for review and approval. The letters will be mailed out by the CONSULTANT.

C. RAILROAD/UTILITY INVOLVEMENTS

(1) Utility Negotiations/Agreements

The CONSULTANT shall prepare statements, exhibits and documentation for and present testimony at proceedings before the Public Service Commission or such other forum as may be designated by the MUNICIPALITY.

- (a) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non TRANS 220 projects, however the CONSULTANT shall maintain a utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.
- (b) CONSULTANT shall transmit final utility-related documents to the MC, as DEPARTMENT's representative, a minimum of 30 days prior to the final PS&E submittal date. This submittal includes the following information:
 - i. USR signed and dated by CONSULTANT.
 - ii. Utility-related special provisions.
 - iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
 - iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
 - v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
 - vi. Approved Work Plans by LPA.

D. PUBLIC INVOLVEMENT

(1) Informational Meetings:

- (a) The CONSULTANT shall prepare all exhibits and documentary handout material and submit to the MUNICIPALITY to conduct the public informational meeting(s).
- (b) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meeting(s) to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.

F. MEETINGS

(1) The CONSULTANT shall hold an Operational Planning

Meeting to discuss the organization and processing of the Services under this CONTRACT.

- (2) One(1) meeting shall be held with local officials approximately one week prior to the Public Informational Meeting(s).
- (3) A 30% Plan Review Meeting with the MUNICIPALITY and the MC, as DEPARTMENT's representative, shall be held as directed by the MC.
- (4) A 60% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC shall be held as directed by the MC, as DEPARTMENT's representative
- (5) A 90% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT's representative, shall be held 60 days ahead of the P.S. & E. submittal date as directed by the MC, as DEPARTMENT's representative.
- (6) A Final Plan Review Meeting with the MUNICIPALITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.
- (7) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- (8) One(1) meeting shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.
- (9) The CONSULTANT shall conduct one(1) coordination meeting(s) with utilities having facilities on the PROJECT.

H. SURVEYS

- (1) The CONSULTANT shall set horizontal and vertical control based on the Wisconsin County Coordinate System, Brown County.
- (2) The CONSULTANT shall temporary mark existing right-of-way for coordination with affected utilities and property owners.
- (3) The surveys shall also provide information necessary for the preparation of plats and acquisition of rights of way and property. All such information shall be provided in an electronic file. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the FDM.
- (4) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.
- (5) The CONSULTANT shall submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO

SDMS format, following specifications and standards outlined in the FDM on a Read-Only CD. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The CONSULTANT shall perform 2 samples of the existing pavement structure, including base courses and shoulders, in order to determine quantities and qualities of materials available for project needs.
- (2) The CONSULTANT shall perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.
- (3) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures". Spoil material from boring samples shall be disposed of such that the surrounding environment is not adversely impacted, including any nearby streams.

J. ROAD PLANS

Section II.I.(2) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (m). Marking and Signing Plan
- (n). Storm Sewer Plan
- (o). Project Overview - Single Sheet Schematic Drawing
- (p). Intersection Details

The CONSULTANT shall submit 30%, 60%, and 90% plans to the MC for review and comment.

O. SERVICES PROVIDED BY THE DEPARTMENT

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

1. Traffic Counts and Projections for the project.

P. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Existing Plats and/or Plansets.
2. Property owner information and mail the notices to the property owners.
3. Crash history and data.
4. The MUNICIPALITY will conduct the PIM. The Municipality will provide a copy of the sign in sheet, meeting minutes and documentation of the meeting.

Q. PROSECUTION AND PROGRESS

- (1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with WisDOT internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current WisDOT standards (Microsoft Project), or on paper.

- (2) The PROJECT will be administered for the DEPARTMENT by JT Engineering, INC. the NE Region Local Program Management Consultant (MC). Correspondence and all submittals, including invoices, progress reports, and updated schedules must be submitted to:

SEH, Inc. Attn: Jeff Saxby, PE
jeffsaxby@sehinc.com
 425 West Water Street
 Appleton, WI 59911
 (920) 380-2800

- (3) The CONSULTANT proposes to sublet services to;
 - a) For Soils Investigation – PSI USA, Inc.
 - b) For Archaeological Investigation – CCRG, Inc.
- (4) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by June 30, 2015.

Initial Project Review	July 2015
Soils Report Submittal	Aug. 2015
Pavement Design Report Submittal	Sept. 2015
TRANS 75 Submittal	Sept. 2015
OPM	Sept. 2015
Public Information Meeting	Oct. 2015
30% Plan, Estimate & RBQ's	Dec. 2015
Environmental Document Submittal	Feb. 2016

60% Plan, Estimate & RBQ's	Aug. 2016
Traffic Management Plan Submittal	Aug. 2016
Design Study Report Submittal	Aug. 2016
Right-Of-Way Descriptions	Oct. 2016
90% Plan, Estimate & RBQ's	Mar. 2017
Final P.S. & E & RBQ's	May 1, 2017

- (5) The CONSULTANT shall communicate all substantial (10% or \$100,000, whichever is less) changes of construction cost estimates to the MC.

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: 4985-00-53

Classification		Senior Project Manager		Lead Project Manager		Design Engineer II		Tech. III		Tech. IV		Clerical			
Avg. Hourly Wage		\$51.07		\$35.66		\$33.04		\$23.74		\$28.29		\$21.97		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Administration	740	32	\$1,634.24		\$0.00		\$0.00		\$0.00		\$0.00	2	\$43.94	34	\$1,678.18
Survey General	729	1	\$51.07	2	\$71.32		\$0.00	54	\$1,281.96	66	\$1,867.14		\$0.00	123	\$3,271.49
Preliminary Road Design	741	6	\$306.42	48	\$1,711.68	78	\$2,577.12	50	\$1,187.00		\$0.00		\$0.00	182	\$5,782.22
Finalize Design Elements	742	4	\$204.28	44	\$1,569.04	68	\$2,246.72	50	\$1,187.00		\$0.00		\$0.00	166	\$5,207.04
Public Involvement	743	2	\$102.14		\$0.00		\$0.00	24	\$569.76		\$0.00		\$0.00	26	\$671.90
Proj Dev - Utilities/RR/Agency	746		\$0.00	38	\$1,355.08		\$0.00		\$0.00		\$0.00		\$0.00	38	\$1,355.08
Project Development - Meetings	747	16	\$817.12	16	\$570.56		\$0.00		\$0.00		\$0.00	2	\$43.94	34	\$1,431.62
Design - Reports	748	2	\$102.14	34	\$1,212.44		\$0.00		\$0.00		\$0.00		\$0.00	36	\$1,314.58
Envir Imp - Environment Documents	767	2	\$102.14	30	\$1,069.80		\$0.00		\$0.00		\$0.00	2	\$43.94	34	\$1,215.88
Compute Quantities & Details	786	2	\$102.14	15	\$534.90	35	\$1,156.40		\$0.00		\$0.00		\$0.00	52	\$1,793.44
Plans, SPs & PSE Documents	794	3	\$153.21	12	\$427.92	35	\$1,156.40		\$0.00		\$0.00	4	\$87.88	54	\$1,825.41
														0	\$0.00
TOTAL:		70	\$3,574.90	239	\$8,522.74	216	\$7,136.64	178	\$4,225.72	66	\$1,867.14	10	\$219.70	779	\$25,546.84

Consultant Direct Labor Rates

Project ID: 4985-00-53

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate(e)	Date of Increase (f)	% Work at Current Rate(c)	% Work at Increased Rate(e)	Hourly Rate(i)
Thad Majkowski	Senior Project Manager	\$50.55	1.70%	\$51.41	July-16	40.00%	60.00%	\$51.07
Dennis Mack	Lead Project Manager	\$35.30	1.70%	\$35.90	July-16	40.00%	60.00%	\$35.66
Bryon Motszko	Design Engineer II	\$32.70	1.70%	\$33.26	July-16	40.00%	60.00%	\$33.04
Kyle Johnson	Tech. III	\$23.50	1.70%	\$23.90	July-16	40.00%	60.00%	\$23.74
Greg Salentine	Tech. IV	\$28.00	1.70%	\$28.48	July-16	40.00%	60.00%	\$28.29
Janice Kenefick	Clerical	\$21.75	1.70%	\$22.12	July-16	40.00%	60.00%	\$21.97

Fee Computation Summary by Engineering Task

PROJECT TOTAL

Project ID: 4985-00-53

Task	Activity Code	Direct Labor Costs	Overhead Costs Based on an Overhead Cost of 1.5648	Fixed Fee/Profit Based on an Overhead Cost of 1.50	Direct Expenses	Total
Administration	740	\$1,678.18	\$2,626.02	\$304.17		\$4,608.37
Survey General	729	\$3,271.49	\$5,119.23	\$592.96	\$1,068.75	\$10,052.43
Preliminary Design - General	741	\$5,782.22	\$9,048.02	\$1,048.03		\$15,878.27
Finalize Design Elements	742	\$5,207.04	\$8,147.98	\$943.78		\$14,298.80
Public Info Meetings	743	\$671.90	\$1,051.39	\$121.78	\$28.75	\$1,873.82
Proj Dev - Utilities/RR/Agency	746	\$1,355.08	\$2,120.43	\$245.61		\$3,721.12
Project Development - Meetings	747	\$1,431.62	\$2,240.20	\$259.48		\$3,931.30
Design - Reports	748	\$1,314.58	\$2,057.05	\$238.27		\$3,609.90
Envir Imp - Environment Documents	767	\$1,215.88	\$1,902.61	\$220.38		\$3,338.87
Compute Quantities & Details	786	\$1,793.44	\$2,806.37	\$325.06		\$4,924.87
Plans, Sps & PSE Documents	794	\$1,825.41	\$2,856.40	\$330.86		\$5,012.67
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
TOTAL:		\$25,546.84	\$39,975.70	\$4,630.38	\$1,097.50	\$71,250.42

Company Wide Overhead Rate:

156.48%

Fixed fee:

7.25%

4985-00-53
Erie Street
Brown County

Cedar Corporation, Inc.

Page 3 of 5

Direct Expenses by Item

Project ID: 4985-00-53

Item	Unit Amount	Unit Type	Rate	Total Expenses
Mileage- Survey	50	Miles	\$0.575	\$28.75
Mileage - Public Involvement	50	Miles	\$0.575	\$28.75
GPS Unit	52	Hours	\$20.00	\$1,040.00
TOTAL				\$1,097.50

4985-00-53
Erie Street
Brown County

Cedar Corporation, Inc.

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Consultant Contract Total Fee Computation

Project ID	4985-00-53				Total for Contract
Number of Staff Hours	779				779
Total Direct Labor	\$25,546.84				\$25,546.84
Total Overhead Costs	\$39,975.70				\$39,975.70
Fixed Fee/Profit	\$4,630.38				\$4,630.38
Direct Expenses	\$1,097.50				\$1,097.50
Subtotal	\$71,250.42	\$0.00	\$0.00	\$0.00	\$71,250.42
CCRG	\$2,696.79				\$2,696.79
PSI	\$2,895.59				\$2,895.59
					\$0.00
Subcontract Subtotal	\$5,592.38	\$0.00	\$0.00	\$0.00	\$5,592.38
TOTAL COST	\$76,842.80	\$0.00	\$0.00	\$0.00	\$76,842.80

4985-00-53
Erie Street
Brown County

Company Wide Overhead Rate: 156.48%

Fixed fee: 7.25%
Fixed fee based on overhead rate of 1.5

Cedar Corporation, Inc.

Page 5 of 5



This proposal contains pricing and other information confidential and proprietary to Commonwealth Cultural Resources Group, Inc. Disclosure of this proposal's contents to persons or organizations outside Cedar Corporation and the Wisconsin Department of Transportation is not authorized without specific written permission of Commonwealth Cultural Resources Group, Inc. All technical specifications and costs in this proposal are valid for 90 days.

Date: April 2, 2015

To: Todd Wescott
Cedar Corporation
2820 Walton Commons West
Suite 142
Madison, WI 53718

From: Katie Egan-Bruhy *KEB*

Subject: Proposal – Phase I Archaeological Investigations
WisDOT ID#: 4485-00-53
Erie Street
O’Keefe Street to Virginia Street
DePere, Wisconsin

Commonwealth Cultural Resources Group, Inc. (CCRG) is pleased to present the following proposal for the Phase I archaeological investigations for the proposed Erie Street project area DePere, Wisconsin. CCRG understands the cultural resource surveys are being conducted pursuant to Sections 106 of the National Historic Preservation Act.

DELIVERABLES

Electronic drafts of the Archaeological Survey Field Report and cemetery documentation will be submitted to Cedar Corporation for review and comment. Following receipt of comments, five copies of the final archaeological survey report, burial documentation, and Section 106 form will be submitted to Cedar Corporation for their files and distribution to: the Region/WisDOT, the Cultural Resources Team/WisDOT, the DHP, and other interested parties. In addition, the labeled photographs and a CD with digital images will be submitted for the DHP files. Finally, if an archaeological site is identified, copies of the archaeological field notes and the artifacts will be provided to a state-approved curation facility.



SCHEDULE

CCRG will complete the prefield research and contact landowners within 10 business days of receiving authorization to proceed and a landowner contact list. Weather permitting, the archaeological survey will begin within 10 business days of receiving a list of landowners. Further, CCRG proposes to prepare draft Phase I report within 10 business days after the completion of the fieldwork. The final reports and a copy of the Section 106 form will be submitted within 5 business days of receiving comments from Cedar Corporation. Should this schedule not meet the needs of Cedar Corporation, CCRG will negotiate a modified schedule to better serve your project needs.

COST

Based on the information provided by your office, we estimate that approximately 0.75 miles of maximum 75-foot right-of-way and temporary limited easement will be affected by the proposed project. This will constitute the APE for archaeological resources and will require archaeological survey. We further assume that 20 percent of the APE will require shovel testing and that the remainder can be examined via pedestrian survey. Finally, it is assumed that no archaeological sites will be identified but that cemetery documentation of the Mt. Olive Cemetery will be required. CCRG proposes to complete the Phase I archaeological reporting for a cost of \$2,696.79. Billing will be on a cost plus fixed fee basis. Attached is a breakdown of costs.



**Archaeological Investigations
Erie Street - DePere, Wisconsin**

DIRECT LABOR	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
Egan-Bruhy/Project Manager-QA/QC	3	\$38.15	\$114.45
Christman/Project Archaeologist	30	\$19.35	\$580.50
Hulit/GIS-Graphics	6	\$20.10	\$120.60
Archaeological Technician	14	\$15.00	\$210.00
Labor Totals	39		\$1,025.55
 INDIRECT COSTS/GENERAL AND ADMINISTRATIVE			
(Total Labor X Provisional Rate of 98.86%)			\$1,013.86
Subtotal Labor + Indirect Costs			\$2,039.41
FIXED FEE (labor X 0.25 X 7.25%)			\$185.88
 NON-LABOR DIRECT COSTS			
3 Per Diem @ \$38.00/Day			\$114.00
3 Lodging @ \$77.00/Day			\$231.00
220 Miles @ \$0.575/mile			\$126.50
Subtotal Non-Labor Direct Costs			\$471.50
TOTAL COSTS			\$2,696.79



April 29, 2015

Mr. Todd Wescott
Cedar Corporation
2820 Walton Cmns W #142
Madison, Wisconsin 53718

Re: Geotechnical Exploration Proposal
Project ID 4985-00-53
Erie Street
O'Keefe Street to Virginia Street
City of De Pere
Brown County
PSI Proposal No. 149046-Erie

Dear Mr. Wescott:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for providing a Geotechnical Exploration for the proposed Erie St. resurfacing from Virginia Dr. to O'Keefe Rd., in De Pere, Wisconsin. This proposal presents PSI's proposed exploration scope of services, and contains scheduling and fee information. Thank you for giving PSI this opportunity to propose our services to you.

PROJECT INFORMATION

According to the request for proposal, the project includes resurfacing with a hot mix asphalt overlay, along with concrete and curb and gutter. The length of the project is approximately 3,400 feet.

Should any of the above information be inconsistent with the planned construction, PSI requests that you contact us immediately to allow us to make any necessary modifications to this proposal.

PROPOSED SCOPE OF SERVICES

The purpose of the proposed geotechnical exploration will be to evaluate the subsurface soil conditions along the proposed alignment. In addition, pavement design parameters will be provided.

To obtain data to evaluate subsurface conditions at the site, PSI has been requested to complete 4 soil borings, each to a depth of 6 feet below current ground surface. This proposal is based on the borings being completed within the existing roadway which will require appropriate traffic control, including signage and a flag crew, in order to keep traffic moving around the work zone. The soil borings will be performed with a **truck-mounted**, rotary drill rig.

Project ID 4985-00-53
Erie Street
O'Keefe Street to Virginia Street
City of De Pere
Brown County
PSI Proposal No.: 149046-Erie
April 29, 2015
Page 2 of 4

FEES

It is proposed that the fee for performance of the outlined scope of services be charged on a cost plus fixed fee basis. **Based on the scope of services outlined above, the actual costs to the CONSULTANT are up to \$2,770.70, plus a fixed fee of \$124.89 (using a fixed fee of 7.25%), add up to a maximum combined amount of \$2,895.59.**

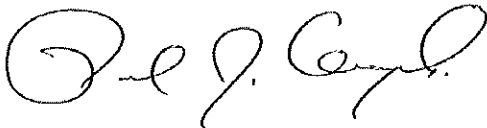
All of the borings will be located within the paved roadway. As such, it is standard and industry practice to proceed with the understanding that utilities within the roadway are entirely publicly owned and operated. PSI will contact Diggers Hotline for public utility clearance prior to the start of drilling activities. PSI will also contact the local municipality to discuss if any additional utilities, not covered by Digger's Hotline are located within the roadway. If the local municipality identifies that additional utility lines may be present, PSI will request an amendment to retain a private utility locating company to locate the utilities within 10 feet of the boring locations. In addition, PSI will request the local municipality mark or provide plans showing the location of all laterals located within the work zone. If the local municipality will not provide utility markings or plans, other arrangements will be required in order to locate these utilities. If additional fees are required, PSI will contact you prior to implementation for your approval.

AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to PSI's office. We will proceed with the work upon receipt of authorization.

PSI appreciates the opportunity to offer our services to your project and look forward to working with you. Please call with any questions you may have, or if PSI can be of additional service.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.



Electronic Copy
Paul J. Koszarek, P.E.
Geotechnical Department Manager



Electronic Copy
James M. Becco, P.E.
District Manager

Attachments: Proposal Acceptance
General Conditions
Fee Forms

Project ID 4985-00-53
 Erie Street
 O'Keefe Street to Virginia Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Contract Direct Labor Detail

Project ID: 4985-00-53

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate(e)	Date of Increase(f)	% Work at Current Rate(g)	% Work at Increased Rate(h)	Weighted Average Hourly Rate(i)
Dan Turley	Driller	\$18.46		\$18.46	na	100.00%		\$18.46
Ted Cera	Project Engineer	\$35.06		\$35.06	na	100.00%		\$35.06
Paul Koszarek	Principal Consultant	\$45.67		\$45.67	na	100.00%		\$45.67
Molly Porter	Administrative Assistant	\$13.13		\$13.13	na	100.00%		\$13.13
Ken Wojtanowski	Staff Engineer	\$25.92		\$25.92	na	100.00%		\$25.92
Average of Selected Individuals	Flagger/Drill Helper	\$15.15		\$15.15	na	100.00%		\$15.15

Contract Completion Date: 10/1/2017

Project ID 4985-00-53
 Erie Street
 O'Keefe Street to Virginia Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Summary by Engineering Task

Project ID:

4985-00-53

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
Data Gathering & Borings, Soil Engineering	644	\$630.32	\$1,115.10	\$114.25	\$862.71	\$2,722.38
Administration	740	\$58.71	\$103.86	\$10.64		\$173.21
TOTAL:		\$689.03	\$1,218.96	\$124.89	\$862.71	\$2,895.59

Fixed Fee Overhead Rate;

1.50

Company Wide Overhead Rate;

1.7691

Percent Fixed Fee:

7.25

Attachment: DOT Project ID4985-00-53 (3496 : Resolution #15-56, Approval of Three-Party Design

Project ID 4985-00-53
 Erie Street
 O'Keefe Street to Virginia Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Summary of Staff Hours and Direct Labor Costs

Project ID: 4985-00-53

Classification		Driller		Project Engineer		Staff Engineer		Administrative Assistant		Principal Consultant		Flagger/Driller Helper			
Avg. Hourly Wage		\$18.46		\$35.06		\$25.92		\$13.13		\$45.67		\$15.15		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Data Gathering & Borings, Soil Engineering	644	5	\$92.30			9	\$233.28			1	\$45.67	17.1	\$259.07	32.1	\$630.32
Administration	740			1.3	\$45.58			1	\$13.13					2.3	\$58.71
TOTAL:		5	\$92.30	1.3	\$45.58	9	\$233.28	1	\$13.13	1	\$45.67	17.1	\$259.07	34.4	\$689.03

Attachment: DOT Project ID4985-00-53 (3496 : Resolution #15-56, Approval of Three-Party Design

Project ID 4985-00-53
 Erie Street
 O'Keefe Street to Virginia Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Direct Expenses

Project ID:

4985-00-53

Item (Title)	Unit Amount	Unit Type	Rate	Total Expenses
Asphalt Patch (field supplies/small reimburseables)	1	bag	\$10.08	\$10.08
Drill Rig-Company Machine (ATV Geotech Drill Rig)	0.33	day	\$758.00	\$250.14
Cones (Traffic Control and Protection)	0.33	project	\$43.03	\$14.20
Hotel (lodging)	4	Nights	\$80.00	\$320.00
Per Diem (per Diem)	4	Days	\$30.00	\$120.00
Drill Rig Mileage (Company Vehicle Mileage)	85	mile	\$1.00	\$85.00
Company Owned Vehicle Mileage (Company Vehicle Mileage)	85	mile	\$0.56	\$47.60
Road Signs (Traffic Control and Protection)	0.33	day	\$47.54	\$15.69
TOTAL				\$862.71

Project ID 4985-00-53
 Erie Street
 O'Keefe Street to Virginia Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Contract Total Fee Computation

Project ID	4985-00-53		Total for Contract
	Original Contract		
Number of Staff Hours	34.4		34.4
Total Direct Labor	\$689.03		\$689.03
Total Overhead Costs	\$1,218.96		\$1,218.96
Fixed Fee	\$124.89		\$124.89
Direct Expenses	\$862.71		\$862.71
Subtotal	\$2,895.59	\$0.00	\$2,895.59
Subcontract 1			\$0.00
Subcontract 2			\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00
TOTAL COST	\$2,895.59	\$0.00	\$2,895.59
Fixed Fee			
Overhead Rate	150.00%		
Company Wide	176.91%		
Overhead Rate			
Fixed Fee%	7.25%		

THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN

City of De Pere (MUNICIPALITY),

State of Wisconsin Department of Transportation (DEPARTMENT),

AND

Cedar Corporation (CONSULTANT)

FOR

PROJECT ID 4985-00-57
 C. DePere, Helena Street
 Suburban Drive to Sixth St.
 Helena Street
 Brown County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between MUNICIPALITY, DEPARTMENT, and CONSULTANT to provide consultant engineering services and will be completed by October 1, 2017.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

Design of the roadway rehabilitation of 2600' of Helena Street, from Suburban Drive to Sixth Street in the City of De Pere, Wisconsin.

The MUNICIPALITY and DEPARTMENT deem it advisable to engage CONSULTANT to provide certain engineering services and have authority to contract for these services.

ALL SERVICES

Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be from the:

- ☒ DEPARTMENT or
☐ MUNICIPALITY

For Roadway Design Services performed by CONSULTANT

Actual costs to the CONSULTANT's up to \$59,370.66 plus a fixed fee of \$4,132.20, not to exceed \$63,502.86 in total.

For Subsurface Investigation sublet to PSIUSA, Inc. a lump sum of \$2,2720.39 the CONSULTANT's actual cost not to exceed \$2,270.39.

Total compensation for the above services shall not exceed \$65,773.25. Compensation in excess of the total CONTRACT amount of \$65,773.25 shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT represents it is in compliance with the laws and regulations relating to the profession of engineering and signifies its willingness to provide the desired engineering services.

The CONSULTANT representative is Thad Majkowski, P.E., whose work address, e-mail address and telephone number are 1496 Bellevue Street, Suite 502, Green Bay, WI 54311, thad.majkowski@cedarcorp.com, 920-785-7302.

The MUNICIPALITY representative is Michael Walsh, whose work address, e-mail address and telephone number are 335 S. Broadway, De Pere, WI 54115, mwalsh@mail.de-pere.org, 920-339-4050.

The DEPARTMENT representative is Jeff Saxby, P.E., whose work address, email address and telephone number are; 425 West Water Street, Suite 300, Appleton, WI 59911-6058, jsaxby@sehinc.com, 920-380-2800.

This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, THREE PARTY DESIGN ENGINEERING SERVICES BOILERPLATE, Procedure 8-15-1, Exhibit 1.2 of the State Of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT and MUNICIPALITY acknowledge receipt of a copy of these STANDARD PROVISIONS.

The parties also agree to all of the special provisions which are annexed and made a part of this CONTRACT, consisting of seven (7) pages.

This CONTRACT also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the context of this CONTRACT clearly indicates an entirely different understanding of the parties.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this CONTRACT.

For the CONSULTANT

By: Thad Majkowski

Title: Director

Date: 4/30/15

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

APPROVED

By: _____

GOVERNOR, State of Wisconsin

Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

DEFINITIONS

- a. "LPA" means the Local Public Agency responsible for the PROJECT within their jurisdiction in the LOCAL PROGRAM.
- b. "NE or Region or NE Region" means the Wisconsin Department of Transportation's, Northeast Region, located at 944 Vanderperren Way, Green Bay, WI 54304.
- c. "CO" means the DEPARTMENT'S Central Office located in Madison, WI.
- d. "DC" or "CONSULTANT" means the consultant retained by the LPA and the DEPARTMENT to provide engineering services for a PROJECT in the LOCAL PROGRAM.
- e. "Design Contract" means a contract for engineering services for the PROJECT design.
- f. "MC" or "MANAGEMENT CONSULTANT" means the CONSULTANT providing project management services who is retained by the Northeast REGION and represents the DEPARTMENT.
- g. "DRC" means the NE REGION'S railroad coordinator.
- h. "BRH" means the DEPARTMENT'S Bureau of Rails and Harbors.
- i. "OCR" Office of Commissioner of Railroads.
- j. "CDR" Concept Definition Report
- k. "AGENCY" means any and all necessary governmental agencies required for coordination as follows (but not limited to): Division of Infrastructure Development, DEPARTMENT of Natural Resources, Federal Highway Administration, U.S. Army Corp of Engineers.

SCOPE OF SERVICES

A. DESIGN REPORTS

- (1) Pavement Report - Section II. B. (3) of the STANDARD PROVISIONS is replaced with the following:

An abbreviated Pavement Design Report shall be prepared by the CONSULTANT as set forth in the MANUAL.

(2) Other Reports:

The CONSULTANT shall prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- a. Traffic Management Plan (TMP)
- b. Trans 75 Complete Street Compliance Check Sheet and applicable Exception Sheet(s)
- c. Stormwater Report and/or Stormwater Report spreadsheet

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare an pER Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

If review of the environmental document by the MUNICIPALITY, DEPARTMENT, and FHWA indicates that changes to this document are necessary, all such changes shall be made by the CONSULTANT.

In preparing environmental documentation, CONSULTANT shall consider and evaluate as alternatives to the PROJECT other reasonable actions or activities that may achieve the same or similar purpose of a highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. CONSULTANT shall evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state and national environmental goals. CONSULTANT shall prepare environmental documents that are concise, clear, and to the point and emphasize real environmental issues and alternatives. CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

(1) Hazardous Materials/Contamination Assessments

- (a) The CONSULTANT shall conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
- (b) When Phase I indicates further work is needed, the CONSULTANT shall consult with the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies.

(2) Native American Coordination

- (a) The CONSULTANT shall prepare the notification letter and submit to WisDOT for review and approval. The letters will be mailed out by the CONSULTANT.

C. RAILROAD/UTILITY INVOLVEMENTS

(1) Utility Negotiations/Agreements

The CONSULTANT shall prepare statements, exhibits and documentation for and present testimony at proceedings before the Public Service Commission or such other forum as may be designated by the MUNICIPALITY.

- (a) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non TRANS 220 projects, however the CONSULTANT shall maintain a utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.
- (b) CONSULTANT shall transmit final utility-related documents to the MC, as DEPARTMENT's representative, a minimum of 30 days prior to the final PS&E submittal date. This submittal includes the following information:
 - i. USR signed and dated by CONSULTANT.
 - ii. Utility-related special provisions.
 - iii. Plans specific to utility related items, including general notes, plan and profile and cross sections.
 - iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
 - v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
 - vi. Approved Work Plans by LPA.

D. PUBLIC INVOLVEMENT

(1) Informational Meetings:

- (a) The CONSULTANT shall prepare all exhibits and documentary handout material and submit to the MUNICIPALITY to conduct the public informational meeting(s).
- (b) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meeting(s) to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.

F. MEETINGS

- (1) The CONSULTANT shall hold an Operational Planning

Meeting to discuss the organization and processing of the Services under this CONTRACT.

- (2) One(1) meeting shall be held with local officials approximately one week prior to the Public Informational Meeting(s).
- (3) A 30% Plan Review Meeting with the MUNICIPALITY and the MC, as DEPARTMENT's representative, shall be held as directed by the MC.
- (4) A 60% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC shall be held as directed by the MC, as DEPARTMENT's representative
- (5) A 90% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT's representative, shall be held 60 days ahead of the P.S. & E. submittal date as directed by the MC, as DEPARTMENT's representative.
- (6) A Final Plan Review Meeting with the MUNICIPALITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.
- (7) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- (8) One(1) meeting shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.
- (9) The CONSULTANT shall conduct one(1) coordination meeting(s) with utilities having facilities on the PROJECT.

H. SURVEYS

- (1) The CONSULTANT shall set horizontal and vertical control based on the Wisconsin County Coordinate System, Brown County.
- (2) The CONSULTANT shall temporary mark existing right-of-way for coordination with affected utilities and property owners.
- (3) The surveys shall also provide information necessary for the preparation of plats and acquisition of rights of way and property. All such information shall be provided in an electronic file. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the FDM.
- (4) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.

- (5) The CONSULTANT shall submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, following specifications and standards outlined in the FDM on a Read-Only CD. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The CONSULTANT shall perform 2 samples of the existing pavement structure, including base courses and shoulders, in order to determine quantities and qualities of materials available for project needs.
- (2) The CONSULTANT shall perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.
- (3) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures". Spoil material from boring samples shall be disposed of such that the surrounding environment is not adversely impacted, including any nearby streams.

J. ROAD PLANS

Section II.I.(2) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (m). Marking and Signing Plan
- (n). Storm Sewer Plan
- (o). Project Overview - Single Sheet Schematic Drawing
- (p). Intersection Details

The CONSULTANT shall submit 30%, 60%, and 90% plans to the MC for review and comment.

O. SERVICES PROVIDED BY THE DEPARTMENT

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

- 1. Traffic Counts and Projections for the project.

P. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Existing Plats and/or Plansets.
2. Property owner information and mail the notices to the property owners.
3. Crash history and data.
4. The MUNICIPALITY will conduct the PIM. The Municipality will provide a copy of the sign in sheet, meeting minutes and documentation of the meeting.

Q. PROSECUTION AND PROGRESS

- (1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with WisDOT internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current WisDOT standards (Microsoft Project), or on paper.
- (2) The PROJECT will be administered for the DEPARTMENT by JT Engineering, INC. the NE Region Local Program Management Consultant (MC). Correspondence and all submittals, including invoices, progress reports, and updated schedules must be submitted to:

SEH, Inc. Attn: Jeff Saxby, PE
jeffsaxby@sehinc.com
 425 West Water Street
 Appleton, WI 59911
 (920) 380-2800

- (3) The CONSULTANT proposes to sublet services for Soil Boring to PSI USA, Inc
- (4) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by June 30, 2015.

Initial Project Review	July 2015
Soils Report Submittal	Aug. 2015
Pavement Design Report Submittal	Sept. 2015
TRANS 75 submittal	Sept. 2015
OPM	Sept. 2015
Public Information Meeting	Oct. 2015
30% Plan, Estimate & RBQ's	Dec. 2015
Environmental Document Submittal	Feb. 2016
60% Plan, Estimate & RBQ's	Aug. 2016
Traffic Management Plan Submittal	Aug. 2016
Design Study Report Submittal	Aug. 2016
Right-Of-Way Descriptions	Oct. 2016

90% Plan, Estimate & RBQ's
Final P.S. & E & RBQ's

Mar. 2017
May 1, 2017

- (5) The CONSULTANT shall communicate all substantial (10% or \$100,000, whichever is less) changes of construction cost estimates to the MC.

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: 4985-00-57

Classification		Senior Project Manager		Lead Project Manager		Design Engineer II		Tech. III		Tech. IV		Clerical			
Avg. Hourly Wage		\$51.07		\$35.66		\$33.04		\$23.74		\$28.29		\$21.97		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Administration	740	28	\$1,429.96		\$0.00		\$0.00		\$0.00		\$0.00	2	\$43.94	30	\$1,473.90
Survey General	729	1	\$51.07	2	\$71.32		\$0.00	44	\$1,044.56	54	\$1,527.66		\$0.00	101	\$2,694.61
Preliminary Road Design	741	6	\$306.42	46	\$1,640.36	68	\$2,246.72	55	\$1,305.70		\$0.00		\$0.00	175	\$5,499.20
Finalize Design Elements	742	6	\$306.42	38	\$1,355.08	56	\$1,850.24	51	\$1,210.74		\$0.00		\$0.00	151	\$4,722.48
Public Involvement	743	2	\$102.14		\$0.00		\$0.00	16	\$379.84		\$0.00		\$0.00	18	\$481.98
Proj Dev - Utilities/RR/Agency	746		\$0.00	28	\$998.48		\$0.00		\$0.00		\$0.00		\$0.00	28	\$998.48
Project Development - Meetings	747	16	\$817.12	16	\$570.56		\$0.00		\$0.00		\$0.00	2	\$43.94	34	\$1,431.62
Design - Reports	748	3	\$153.21	36	\$1,283.76		\$0.00		\$0.00		\$0.00		\$0.00	39	\$1,436.97
Envir Imp - Environment Documents	767	3	\$153.21	22	\$784.52		\$0.00		\$0.00		\$0.00	2	\$43.94	27	\$981.67
Compute Quantities & Details	786	2	\$102.14	15	\$534.90	25	\$826.00		\$0.00		\$0.00		\$0.00	42	\$1,463.04
Plans, SPs & PSE Documents	794	2	\$102.14	14	\$499.24	28	\$925.12		\$0.00		\$0.00	4	\$87.88	48	\$1,614.38
														0	\$0.00
TOTAL:		69	\$3,523.83	217	\$7,738.22	177	\$5,848.08	166	\$3,940.84	54	\$1,527.66	10	\$219.70	693	\$22,798.33

Consultant Direct Labor Rates

Project ID: 4985-00-57

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate(e)	Date of Increase (f)	% Work at Current Rate(c)	% Work at Increased Rate(e)	Hourly Rate(i)
Thad Majkowski	Senior Project Manager	\$50.55	1.70%	\$51.41	July-16	40.00%	60.00%	\$51.07
Dennis Mack	Lead Project Manager	\$35.30	1.70%	\$35.90	July-16	40.00%	60.00%	\$35.66
Bryon Motszko	Design Engineer II	\$32.70	1.70%	\$33.26	July-16	40.00%	60.00%	\$33.04
Kyle Johnson	Tech. III	\$23.50	1.70%	\$23.90	July-16	40.00%	60.00%	\$23.74
Greg Salentine	Tech. IV	\$28.00	1.70%	\$28.48	July-16	40.00%	60.00%	\$28.29
Janice Kenefick	Clerical	\$21.75	1.70%	\$22.12	July-16	40.00%	60.00%	\$21.97

4985-00-57
Helena Street
Brown County

Cedar Corporation, Inc.

Page 2 of 5

Fee Computation Summary by Engineering Task

Project ID: 4985-00-57

Task	Activity Code	Direct Labor Costs	Overhead Costs Based on an Overhead Cost of 1.5648	Fixed Fee/Profit Based on an Overhead Cost of 1.50	Direct Expenses	Total
Administration	740	\$1,473.90	\$2,306.36	\$267.14		\$4,047.40
Survey General	729	\$2,694.61	\$4,216.53	\$488.40	\$868.75	\$8,268.29
Preliminary Design - General	741	\$5,499.20	\$8,605.15	\$996.73		\$15,101.08
Finalize Design Elements	742	\$4,722.48	\$7,389.74	\$855.95		\$12,968.17
Public Info Meetings	743	\$481.98	\$754.20	\$87.36	\$28.75	\$1,352.29
Proj Dev - Utilities/RR/Agency	746	\$998.48	\$1,562.42	\$180.97		\$2,741.87
Project Development - Meetings	747	\$1,431.62	\$2,240.20	\$259.48		\$3,931.30
Design - Reports	748	\$1,436.97	\$2,248.57	\$260.45		\$3,945.99
Envir Imp - Environment Documents	767	\$981.67	\$1,536.12	\$177.93		\$2,695.72
Compute Quantities & Details	786	\$1,463.04	\$2,289.36	\$265.18		\$4,017.58
Plans, Sps & PSE Documents	794	\$1,614.38	\$2,526.18	\$292.61		\$4,433.17
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
TOTAL:		\$22,798.33	\$35,674.83	\$4,132.20	\$897.50	\$63,502.86

Company Wide Overhead Rate:

156.48%

Fixed Fee: 7.25%

Fixed Fee based on overhead rate of 1.5

Direct Expenses by Item

Project ID: 4985-00-57

Item	Unit Amount	Unit Type	Rate	Total Expenses
Mileage- Survey	50	Miles	\$0.575	\$28.75
Mileage - Meetings	50	Miles	\$0.575	\$28.75
GPS Unit	42	Hours	\$20.00	\$840.00
TOTAL				\$897.50

4985-00-57
Helena Street
Brown County

Cedar Corporation, Inc.

Page 4 of 5

Consultant Contract Total Fee Computation

Project ID	4985-00-57				Total for Contract
Number of Staff Hours	693				693
Total Direct Labor	\$22,798.33				\$22,798.33
Total Overhead Costs	\$35,674.83				\$35,674.83
Fixed Fee/Profit	\$4,132.20				\$4,132.20
Direct Expenses	\$897.50				\$897.50
Subtotal	\$63,502.86	\$0.00	\$0.00	\$0.00	\$63,502.86
PSI	\$2,270.39				\$2,270.39
					\$0.00
					\$0.00
Subcontract Subtotal	\$2,270.39	\$0.00	\$0.00	\$0.00	\$2,270.39
TOTAL COST	\$65,773.25	\$0.00	\$0.00	\$0.00	\$65,773.25

Company Wide Overhead Rate: 156.48%

Fixed Fee: 7.25%
Fixed Fee based on overhead rate of 1.5

4985-00-57
Helena Street
Brown County

Cedar Corporation, Inc.

Page 5 of 5



April 29, 2015

Mr. Todd Wescott
Cedar Corporation
1496 Bellevue St., #502
Green Bay, Wisconsin 54311

Re: Geotechnical Exploration Proposal
Project ID 4985-00-57
Helena Street
Seventh Street to Sixth Street
City of De Pere
Brown County
PSI Proposal No. 149046R1-Helena

Dear Mr. Wescott:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for providing a Geotechnical Exploration for the proposed Helena St. resurfacing from Seventh Street to Sixth Street in De Pere, Wisconsin. This proposal presents PSI's proposed exploration scope of services, and contains scheduling and fee information. Thank you for giving PSI this opportunity to propose our services to you.

PROJECT INFORMATION

According to the request for proposal, the project includes resurfacing with a hot mix asphalt overlay, along with concrete and curb and gutter. The length of the project is approximately 500 feet.

Should any of the above information be inconsistent with the planned construction, PSI requests that you contact us immediately to allow us to make any necessary modifications to this proposal.

PROPOSED SCOPE OF SERVICES

The purpose of the proposed geotechnical exploration will be to evaluate the subsurface soil conditions along the proposed alignment. In addition, pavement design parameters will be provided.

To obtain data to evaluate subsurface conditions at the site, PSI has been requested to complete 2 soil borings, each to a depth of 6 feet below current ground surface. This proposal is based on the borings being completed within the existing roadway which will require appropriate traffic control, including signage and a flag crew, in order to keep traffic

Project ID 4985-00-57
Helena Street
Seventh Street to Sixth Street
City of De Pere
Brown County
PSI Proposal No.: 149046R1-Helena
April 29, 2015
Page 2 of 4

moving around the work zone. The soil borings will be performed with a truck-mounted, rotary drill rig.

FEES

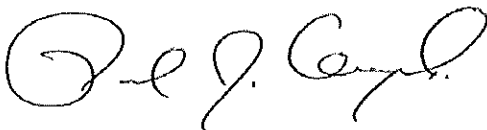
It is proposed that the fee for performance of the outlined scope of services be charged on a cost plus fixed fee basis. **Based on the scope of services outlined above, the actual costs to the CONSULTANT are up to \$2,156.88, plus a fixed fee of \$113.51 (using a fixed fee of 7.25%), add up to a maximum combined amount of \$2,270.39.**

All of the borings will be located within the paved roadway. As such, it is standard and industry practice to proceed with the understanding that utilities within the roadway are entirely publicly owned and operated. PSI will contact Diggers Hotline for public utility clearance prior to the start of drilling activities. PSI will also contact the local municipality to discuss if any additional utilities, not covered by Digger's Hotline are located within the roadway. If the local municipality identifies that additional utility lines may be present, PSI will request an amendment to retain a private utility locating company to locate the utilities within 10 feet of the boring locations. In addition, PSI will request the local municipality mark or provide plans showing the location of all laterals located within the work zone. If the local municipality will not provide utility markings or plans, other arrangements will be required in order to locate these utilities. If additional fees are required, PSI will contact you prior to implementation for your approval.

AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to PSI's office. We will proceed with the work upon receipt of authorization.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.



Electronic Copy
Paul J. Koszarek, P.E.
Geotechnical Department Manager



Electronic Copy
James M. Becco, P.E.
District Manager

Attachments: General Conditions
Proposal Acceptance
Fee Forms

Project ID 4985-00-57
 Helena Street
 Seventh Street to Sixth Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Contract Direct Labor Detail

Project ID: 4985-00-57

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate(e)	Date of Increase(f)	% Work at Current Rate(g)	% Work at Increased Rate(h)	Weighted Average Hourly Rate(i)
Dan Turley	Driller	\$18.46		\$18.46	na	100.00%		\$18.46
Ted Cera	Project Engineer	\$35.06		\$35.06	na	100.00%		\$35.06
Paul Koszarek	Principal Consultant	\$45.67		\$45.67	na	100.00%		\$45.67
Molly Porter	Administrative Assistant	\$13.13		\$13.13	na	100.00%		\$13.13
Ken Wojtanowski	Staff Engineer	\$25.92		\$25.92	na	100.00%		\$25.92
Average of Selected Individuals	Flagger/Drill Helper	\$15.34		\$15.34	na	100.00%		\$15.34

Contract Completion Date: 10/1/2017

Project ID 4985-00-57
 Helena Street
 Seventh Street to Sixth Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Weighted Average Direct Labor Rates

Project ID: 4985-00-57

Classification: Flagger/Drill Helper

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Claude Rollefson	\$14.45	28.57%	\$4.13
Josh Frederick	\$13.71	28.57%	\$3.92
Ed Weiberg	\$23.00	14.29%	\$3.29
Shawn Briscoe	\$14.00	28.57%	\$4.00
TOTAL		100.00%	\$15.34

Project ID 4985-00-57
 Helena Street
 Seventh Street to Sixth Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Summary by Engineering Task

Project ID:

4985-00-57

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
Data Gathering & Borings, Soil Engineering	644	\$567.55	\$1,004.05	\$102.87	\$422.71	\$2,097.18
Administration	740	\$58.71	\$103.86	\$10.64		\$173.21
TOTAL:		\$626.26	\$1,107.91	\$113.51	\$422.71	\$2,270.39

Fixed Fee Overhead Rate; 1.50

Company Wide Overhead Rate; 1.7691

Percent Fixed Fee: 7.25

Attachment: DOT Project ID 4985-00-57 (3496 : Resolution #15-56, Approval of Three-Party Design

Project ID 4985-00-57
 Helena Street
 Seventh Street to Sixth Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Summary of Staff Hours and Direct Labor Costs

Project ID: 4985-00-57

Classification		Driller		Project Engineer		Staff Engineer		Administrative Assistant		Principal Consultant		Flagger/Driller Helper			
Avg. Hourly Wage		\$18.46		\$35.06		\$25.92		\$13.13		\$45.67		\$15.34		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Data Gathering & Borings, Soil Engineering	644	4	\$73.84			9	\$233.28			1	\$45.67	14	\$214.76	28	\$567.55
Administration	740			1.3	\$45.58			1	\$13.13					2.3	\$58.71
TOTAL:		4	\$73.84	1.3	\$45.58	9	\$233.28	1	\$13.13	1	\$45.67	14	\$214.76	30.3	\$626.26

Attachment: DOT Project ID 4985-00-57 (3496 : Resolution #15-56, Approval of Three-Party Design

Project ID 4985-00-57
 Helena Street
 Seventh Street to Sixth Street
 City of De Pere
 Brown County

Professional Service Industries, Inc.

Direct Expenses

Project ID:

4985-00-57

Item (Title)	Unit Amount	Unit Type	Rate	Total Expenses
Asphalt Patch (field supplies/small reimburseables)	1	bag	\$10.08	\$10.08
Drill Rig-Company Machine (ATV Geotech Drill Rig)	0.33	day	\$758.00	\$250.14
Cones (Traffic Control and Protection)	0.33	project	\$43.03	\$14.20
Drill Rig Mileage (Company Vehicle Mileage)	85	mile	\$1.00	\$85.00
Company Owned Vehicle Mileage (Company Vehicle Mileage)	85	mile	\$0.56	\$47.60
Road Signs (Traffic Control and Protection)	0.33	day	\$47.54	\$15.69
TOTAL				\$422.71

Project ID 4985-00-57
 Helena Street
 Seventh Street to Sixth Street
 City of De Pere
 Brown County

Attachment: DOT Project ID 4985-00-57 (3496 : Resolution #15-56, Approval of Three-Party Design

Professional Service Industries, Inc.

Contract Total Fee Computation

Project ID	4985-00-57		Total for Contract
	Original Contract		
Number of Staff Hours	30.3		30.3
Total Direct Labor	\$626.26		\$626.26
Total Overhead Costs	\$1,107.91		\$1,107.91
Fixed Fee	\$113.51		\$113.51
Direct Expenses	\$422.71		\$422.71
Subtotal	\$2,270.39	\$0.00	\$2,270.39
Subcontract 1			\$0.00
Subcontract 2			\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00
TOTAL COST	\$2,270.39	\$0.00	\$2,270.39
Fixed Fee			
Overhead Rate	150.00%		
Company Wide Overhead Rate	176.91%		
Fixed Fee%	7.25%		

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 21, 2015

DEPARTMENT: Common Council

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-59, Authorizing Settlement Agreement and Mutual Release Between the City of De Pere, the Redevelopment Authority of the City of De Pere, Medical Arts Complex Dental Center, S.C. and Centre Ville, LLC.

ATTACHMENTS:

- Reso15-59 (DOCX)
- Settlement Agreement and Mutual Release (PDF)

RESOLUTION #15-59

AUTHORIZING SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN THE
CITY OF DE PERE, THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE,
MEDICAL ARTS COMPLEX DENTAL CENTER, S.C. AND CENTRE VILLE, LLC.

WHEREAS, the City of De Pere, the Redevelopment Authority of the City of De Pere, Medical Arts Complex Dental Center, S.C., and Centre Ville, LLC are parties to a Redevelopment Agreement dated June 24, 2008 and amended as of October 22, 2013, (hereafter collectively "the Redevelopment Agreement") and the parties now wish to terminate all responsibilities and obligations thereunder; and

WHEREAS, valuable and significant improvements and expenses have been incurred by City and Developer in furtherance of their respective obligations under the Redevelopment Agreement; and

WHEREAS, the parties wish to avoid further cost, expense, and uncertainty associated with the Redevelopment Agreement and therefore wish to enter into this Settlement Agreement and Mutual Release, a copy of which is attached hereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves such Settlement Agreement and Mutual Release and authorizes and directs the Mayor and Clerk-Treasurer to execute the same.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of May,
2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-59 (3477 : Reso#15-59)

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Agreement is made by and between the City of De Pere, a Wisconsin municipal corporation, the Redevelopment Authority of the City of De Pere, a public body corporate and politic (hereafter collectively "the City") and Medical Arts Complex Dental Center, S.C., a Wisconsin service corporation, and Centre Ville, LLC, a Wisconsin Limited Liability Corporation, (hereafter collectively "Developer") together with all the shareholders, officers, officials, directors, employees, agents and representatives of the foregoing.

WHEREAS, the parties entered into a Redevelopment Agreement dated June 24, 2008 and amended as of October 22, 2013, (hereafter collectively "the Redevelopment Agreement") and the parties now wish to terminate all responsibilities and obligations thereunder; and

WHEREAS, valuable and significant improvements and expenses have been incurred by City and Developer in furtherance of their respective obligations under the Redevelopment Agreement; and

WHEREAS, the parties wish to avoid further cost, expense, and uncertainty associated with the Redevelopment Agreement and therefore wish to enter into this Settlement Agreement and Mutual Release (hereafter "this Settlement Agreement") discharge their obligations and release the other from its obligations;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises herein contained and for other good and valuable consideration, the parties hereby agree by and between themselves as follows:

1. All rights, obligations, promises, and representations set forth in the Redevelopment Agreement are hereby terminated without further notice to any party and consistent with the Mutual Release contained herein.

2. Developer shall transfer ownership of the real estate subject to the Redevelopment Agreement to the Redevelopment Authority of the City of De Pere by Warranty Deed on or before May 29, 2015. Further, Developer shall provide evidence of marketable fee title in the form of an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Developer shall pay all costs of providing marketable fee title evidence to the Redevelopment Authority. The City shall pay all costs of providing title evidence required by the City or its lender.

3. For site assembly and other improvements made by Developer (which are agreed by the parties to add significant value to the property) pursuant to the Redevelopment Agreement, the City shall pay Developer the sum of \$350,000 at the time of closing of the transfer of the real estate; Developer shall convey the real estate by Warranty Deed free and clear of all liens and encumbrances except municipal and

zoning ordinances, recorded easements for the distribution of utility and municipal services, and recorded building and use restrictions and covenants.

MUTUAL RELEASE

In exchange for the parties promises as stated herein and mutual agreement to settle, the parties irrevocably, mutually and unconditionally acquit, release, and forever discharge one another together with their officers, officials, agents, employees, owners, heirs, assigns, stockholders, agents, and representatives from all causes of actions, claims and demands whatsoever, whether known or unknown, at law or in equity that exist or could exist based on any obligation, promise, representation, or statement made in the Redevelopment Agreement or any negotiations that led to the Redevelopment Agreement or resulted from the Redevelopment Agreement and/or any effort to act upon the Redevelopment Agreement. This includes any claim, whether known or unknown, that occurred or failed to occur based on negotiation and implementation of the Redevelopment Agreement. This Mutual Release is all encompassing and is intended to cover all claims regardless of nature or type, whether they are contingent, conditional or uncertain, and whether they are based on tort, contract, misrepresentation, intentional acts, fraudulent acts, criminal acts, bad faith, strict liability or any other claim in law or equity.

This Settlement Agreement is meant to sever all relationships among the settling parties as well as all future obligations and therefore shall be liberally construed consistent herewith.

This Settlement Agreement shall not be construed as a breach by any party of any obligation or duty owed pursuant to the Redevelopment Agreement and the parties hereby expressly represent that upon execution of this Settlement Agreement, no obligations or duties other than the obligations in this Settlement Agreement are owed by one party to another.

The parties to this Agreement further represent and warrant that they have no knowledge of any person or entity that has any claim, right, title, or interest in the Redevelopment Agreement or to this Settlement Agreement other than the Developer's lender that has a purchase money security interest and mortgage on the subject real estate which shall be satisfied by Developer upon the closing of the real estate transfer as provided above.

Should any provision of this Settlement Agreement be declared or be determined by any court to be wholly or partially illegal, invalid, or enforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

This Settlement Agreement sets forth the entire agreement involving the parties and supersedes any and all prior or contemporaneous negotiations, agreements,

contracts, or understandings, whether written or oral, involving the parties hereto. The parties further acknowledge that in executing this agreement they are not relying on nor have they relied upon any representation or statement made by any of the parties or any of the party's agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this agreement or otherwise other than those specifically stated in this agreement.

The failure of any of the parties at any time to enforce any provision of this Settlement Agreement or any right or remedy available hereunder at law or equity shall in no way be construed to be a waiver of such provisions, rights, or remedies or in any way affect the validity of this Settlement Agreement. The exercise by the parties of any right or remedy provided hereunder at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other right or remedy.

This Settlement Agreement shall be interpreted in accordance with the plain meaning of its terms, and not strictly for or against any of the parties hereto. Further, the Settlement Agreement and interpretation and performance of all of the terms hereof shall be governed by the laws of the State of Wisconsin and jurisdiction of any disputes arising under this Settlement Agreement shall be solely in the courts of the State of Wisconsin and the parties hereby consent and submit themselves to the jurisdiction of any such court for such purpose.

This Settlement Agreement may be executed in one or more counterparts including emailed or faxed counterparts each of which shall be deemed an original together which shall constitute one and the same document. Fax and emailed signatures shall have the same force and effect as original signatures.

Dated this _____ day of May, 2015.

CITY OF DE PERE

By: Michael J. Walsh, Mayor

By: Shana L. Defnet, Clerk-Treasurer

REDEVELOPMENT AUTHORITY OF THE CITY OF
DE PERE

By: Theodore J. Penn, Chair

Attachment: Settlement Agreement and Mutual Release (3477 : Reso#15-59)

MEDICAL ARTS COMPLEX DENTAL CENTER, S.C.

Sarah B. Heuer-Santos
By: Sarah B. Heuer-Santos, President

CENTRE VILLE, LLC

Gary C. Noble DDS
By: Gary C. Noble DDS
President Centre Ville, LLC

Attachment: Settlement Agreement and Mutual Release (3477 : Reso#15-59)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 21, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 5-19-15 VOUCHERS (PDF)

5/13/2015 4:10 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04780 MAY 2015 COUNCIL - 2 5-19-15

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
2982	ALL CITY COMMUNICATIONS							
	I-4699567-050115	ALL CITY COMMUNICATIONS	R	5/19/2015		160.00CR	075021	160.00
1111	APPLE VALLEY LANDSCAPING, LLC							
	I-1679	APPLE VALLEY LANDSCAPING, LLC	R	5/19/2015		2,131.10CR	075022	2,131.10
6022	APPLETON POST CRESCENT							
	I-8897295	APPLETON POST CRESCENT	R	5/19/2015		753.68CR	075023	753.68
5604	AURORA BAYCARE MED CTR LLC							
	I-TT201	AURORA BAYCARE MED CTR LLC	R	5/19/2015		687.46CR	075024	687.46
5199	AYRES ASSOCIATES INC							
	I-158024	AYRES ASSOCIATES INC	R	5/19/2015		1,476.66CR	075025	1,476.66
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000061372	BADGER LABORATORIES & ENGINEER	R	5/19/2015		60.00CR	075026	60.00
0020	BADGERLAND PRINTING INC							
	I-25596	BADGERLAND PRINTING INC	R	5/19/2015		319.00CR	075027	
	I-25618	BADGERLAND PRINTING INC	R	5/19/2015		182.70CR	075027	
	I-25621	BADGERLAND PRINTING INC	R	5/19/2015		72.00CR	075027	
	I-25624	BADGERLAND PRINTING INC	R	5/19/2015		22.50CR	075027	
	I-25632	BADGERLAND PRINTING INC	R	5/19/2015		72.00CR	075027	
	I-25633	BADGERLAND PRINTING INC	R	5/19/2015		148.40CR	075027	
	I-25669	BADGERLAND PRINTING INC	R	5/19/2015		134.00CR	075027	
	I-25670	BADGERLAND PRINTING INC	R	5/19/2015		54.00CR	075027	1,004.60
0023	BATTERIES PLUS LLC							
	I-501-238256-01	BATTERIES PLUS LLC	R	5/19/2015		193.89CR	075028	
	I-501-238502-01	BATTERIES PLUS LLC	R	5/19/2015		123.09CR	075028	
	I-501-458848	BATTERIES PLUS LLC	R	5/19/2015		99.50CR	075028	416.48
0027	BAY TOWEL INC							
	I-1936636	BAY TOWEL INC	R	5/19/2015		57.33CR	075029	
	I-1969204	BAY TOWEL INC	R	5/19/2015		128.32CR	075029	
	I-1970642	BAY TOWEL INC	R	5/19/2015		54.81CR	075029	
	I-1974059	BAY TOWEL INC	R	5/19/2015		54.81CR	075029	
	I-1974060	BAY TOWEL INC	R	5/19/2015		68.40CR	075029	
	I-1976063	BAY TOWEL INC	R	5/19/2015		128.32CR	075029	
	I-1976084	BAY TOWEL INC	R	5/19/2015		60.02CR	075029	
	I-1979266	BAY TOWEL INC	R	5/19/2015		54.81CR	075029	
	I-1979267	BAY TOWEL INC	R	5/19/2015		68.40CR	075029	
	I-1982932	BAY TOWEL INC	R	5/19/2015		55.47CR	075029	
	I-1982933	BAY TOWEL INC	R	5/19/2015		68.40CR	075029	
	I-1984957	BAY TOWEL INC	R	5/19/2015		60.02CR	075029	859.11

Attachment: 5-19-15 VOUCHERS (3465 : Voucher Approval.)

5/13/2015 4:10 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04780 MAY 2015 COUNCIL - 2 5-19-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0025	BAYCOM INC							
	I-95315	BAYCOM INC	R	5/19/2015		1,352.50CR	075030	1,352.50
2970	BELLINHEALTH INC							
	I-62	BELLINHEALTH INC	R	5/19/2015		47.04CR	075031	47.04
4198	BLUE PRINT SERVICE CO INC							
	I-79491	BLUE PRINT SERVICE CO INC	R	5/19/2015		250.65CR	075032	250.65
2831	BODART ELECTRIC SERVICE INC							
	I-7835	BODART ELECTRIC SERVICE INC	R	5/19/2015		1,500.00CR	075033	1,500.00
0038	BROADWAY AUTOMOTIVE INC							
	C-CM754849P	BROADWAY AUTOMOTIVE INC	R	5/19/2015		50.00	075034	
	I-310549P	BROADWAY AUTOMOTIVE INC	R	5/19/2015		52.68CR	075034	
	I-753468P	BROADWAY AUTOMOTIVE INC	R	5/19/2015		283.05CR	075034	
	I-754849P	BROADWAY AUTOMOTIVE INC	R	5/19/2015		859.01CR	075034	
	I-755278P	BROADWAY AUTOMOTIVE INC	R	5/19/2015		23.52CR	075034	
	I-759299	BROADWAY AUTOMOTIVE INC	R	5/19/2015		89.95CR	075034	1,258.21
2944	BROWN COUNTY JAIL							
	I-201505134675	BROWN COUNTY JAIL	R	5/19/2015		480.00CR	075035	480.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-27848	BROWN COUNTY PORT SOLID WASTE	R	5/19/2015		23,356.24CR	075036	23,356.24
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201505134676	BROWN COUNTY REGISTER OF DEEDS	R	5/19/2015		30.00CR	075037	30.00
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-4150037	BRUCE MUNICIPAL EQUIPMENT INC	R	5/19/2015		156,813.00CR	075038	156,813.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-204398	CARQUEST AUTO PARTS LLC	R	5/19/2015		5.17CR	075039	
	I-6339-204550	CARQUEST AUTO PARTS LLC	R	5/19/2015		16.00CR	075039	
	I-6339-204601	CARQUEST AUTO PARTS LLC	R	5/19/2015		18.36CR	075039	39.53
6061	CARRICO AQUATIC RESOURCES INC							
	I-20150998	CARRICO AQUATIC RESOURCES INC	R	5/19/2015		5,000.00CR	075040	5,000.00
0536	CDW GOVERNMENT INC							
	I-TF88521	CDW GOVERNMENT INC	R	5/19/2015		177.60CR	075041	
	I-TP1435	CDW GOVERNMENT INC	R	5/19/2015		440.00CR	075041	
	I-TP84371	CDW GOVERNMENT INC	R	5/19/2015		25.47CR	075041	
	I-VB14793	CDW GOVERNMENT INC	R	5/19/2015		1,358.49CR	075041	
	I-VB14798	CDW GOVERNMENT INC	R	5/19/2015		26.13CR	075041	
	I-VD21226	CDW GOVERNMENT INC	R	5/19/2015		220.08CR	075041	2,247.77

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
2708	CLEANING SOLUTION SERVICES INC							
	I-10322	CLEANING SOLUTION SERVICES INC	R	5/19/2015		1,265.00CR	075042	
	I-10345	CLEANING SOLUTION SERVICES INC	R	5/19/2015		132.57CR	075042	1,397.57
0063	DAANEN & JANSSEN INC							
	I-144785	DAANEN & JANSSEN INC	R	5/19/2015		661.05CR	075043	
	I-145021	DAANEN & JANSSEN INC	R	5/19/2015		50.00CR	075043	711.05
0069	DE PERE GREENHOUSE INC							
	I-13599	DE PERE GREENHOUSE INC	R	5/19/2015		49.95CR	075044	49.95
6946	DEAN ENTERPRISES LLC							
	I-D-23003	DEAN ENTERPRISES LLC	R	5/19/2015		60.00CR	075045	60.00
3590	LAWRENCE DELO							
	I-201505134677	LAWRENCE DELO	R	5/19/2015		79.35CR	075046	79.35
3067	THE DETAIL SHOP LLC							
	I-39931	THE DETAIL SHOP LLC	R	5/19/2015		60.00CR	075047	60.00
6369	DICK'S GUN SHOP INC							
	I-8442	DICK'S GUN SHOP INC	R	5/19/2015		1,755.00CR	075048	1,755.00
0075	DIGGERS HOTLINE INC							
	I-150 3 36402	DIGGERS HOTLINE INC	R	5/19/2015		17.40CR	075049	
	I-150 4 36401	DIGGERS HOTLINE INC	R	5/19/2015		621.89CR	075049	
	I-150 4 36402	DIGGERS HOTLINE INC	R	5/19/2015		41.76CR	075049	681.05
3212	DIXON ENGINEERING INC							
	I-15-9109	DIXON ENGINEERING INC	R	5/19/2015		1,900.00CR	075050	
	I-15-9110	DIXON ENGINEERING INC	R	5/19/2015		1,900.00CR	075050	3,800.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1734994	EMERGENCY MEDICAL PRODUCTS INC	R	5/19/2015		170.98CR	075051	170.98
6690	ERC-ACHIEVE							
	I-0415-1447	ERC-ACHIEVE	R	5/19/2015		347.50CR	075052	347.50
2839	FAULKS BROS CONSTRUCTION INC							
	I-213303	FAULKS BROS CONSTRUCTION INC	R	5/19/2015		698.82CR	075053	
	I-213305	FAULKS BROS CONSTRUCTION INC	R	5/19/2015		718.82CR	075053	1,417.64

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2627	FESTIVAL FOODS INC							
	I-201505134678	FESTIVAL FOODS INC	R	5/19/2015		15.59CR	075054	
	I-201505134679	FESTIVAL FOODS INC	R	5/19/2015		24.86CR	075054	40.45
0200	FIRST SUPPLY GREEN BAY LLC							
	I-6510039-00	FIRST SUPPLY GREEN BAY LLC	R	5/19/2015		64.35CR	075055	64.35
0098	FLY ME FLAG CO INC							
	I-5956	FLY ME FLAG CO INC	R	5/19/2015		178.50CR	075056	178.50
1372	FORTRESS FENCE INC							
	I-6612-C	FORTRESS FENCE INC	R	5/19/2015		1,295.00CR	075057	1,295.00
0105	FOX SPECIALITY COMPANY							
	I-30424	FOX SPECIALITY COMPANY	R	5/19/2015		128.27CR	075058	128.27
7167	FRANK'S FEED MILL INC.							
	I-121261	FRANK'S FEED MILL INC.	R	5/19/2015		232.50CR	075059	232.50
6056	GANNETT FLEMING COMPANIES INC							
	I-59982.01*1	GANNETT FLEMING COMPANIES INC	R	5/19/2015		520.00CR	075060	520.00
1891	GANNETT WI MEDIA							
	I-8899846	GANNETT WI MEDIA	R	5/19/2015		333.66CR	075061	333.66
6923	GORDON FLESCH COMPANY INC.							
	I-IN11129916	GORDON FLESCH COMPANY INC.	R	5/19/2015		106.00CR	075062	106.00
0116	GRAINGER INC							
	I-9706323269	GRAINGER INC	R	5/19/2015		37.36CR	075063	
	I-9706323277	GRAINGER INC	R	5/19/2015		42.64CR	075063	80.00
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-978514952	GRAYBAR ELECTRIC COMPANY INC	R	5/19/2015		64.97CR	075064	64.97
0124	GREEN BAY CITY TREASURER							
	I-101668	GREEN BAY CITY TREASURER	R	5/19/2015		124.04CR	075065	124.04
2044	GREEN BAY TITLE COMPANY INC							
	I-GB36088	GREEN BAY TITLE COMPANY INC	R	5/19/2015		435.00CR	075066	
	I-TS58997	GREEN BAY TITLE COMPANY INC	R	5/19/2015		125.00CR	075066	
	I-TS58998	GREEN BAY TITLE COMPANY INC	R	5/19/2015		125.00CR	075066	685.00

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6990	HALOGEN SOFTWARE INC.							
	I-INV00014265	HALOGEN SOFTWARE INC.	R	5/19/2015		6,184.59CR	075067	6,184.59
3521	HD SUPPLY WATERWORKS LTD							
	I-D781499	HD SUPPLY WATERWORKS LTD	R	5/19/2015		898.00CR	075068	
	I-D891908	HD SUPPLY WATERWORKS LTD	R	5/19/2015		44.74CR	075068	942.74
0912	HEID MUSIC CO							
	I-1458765	HEID MUSIC CO	R	5/19/2015		180.00CR	075069	180.00
5674	HOME TEAM SPORTS & APPAREL INC							
	I-23137	HOME TEAM SPORTS & APPAREL INC	R	5/19/2015		321.00CR	075070	
	I-23138	HOME TEAM SPORTS & APPAREL INC	R	5/19/2015		380.90CR	075070	
	I-23162	HOME TEAM SPORTS & APPAREL INC	R	5/19/2015		104.20CR	075070	806.10
6589	HSBS EWD							
	I-201505134680	HSBS EWD	R	5/19/2015		93.00CR	075071	93.00
5484	HYDROCORP INC							
	I-35455-IN	HYDROCORP INC	R	5/19/2015		2,876.00CR	075072	
	I-35476-IN	HYDROCORP INC	R	5/19/2015		1,415.00CR	075072	4,291.00
1399	INDOFF INC							
	I-2612981	INDOFF INC	R	5/19/2015		148.73CR	075073	
	I-2622109	INDOFF INC	R	5/19/2015		8.79CR	075073	
	I-2626192	INDOFF INC	R	5/19/2015		204.73CR	075073	362.25
6809	JACK'S MAINTENANCE SERVICE INC.							
	I-27602	JACK'S MAINTENANCE SERVICE INC	R	5/19/2015		320.00CR	075074	320.00
1338	JAMES E KOCKEN TRUCKING							
	I-656	JAMES E KOCKEN TRUCKING	R	5/19/2015		238.50CR	075075	
	I-665	JAMES E KOCKEN TRUCKING	R	5/19/2015		477.00CR	075075	715.50
7168	JEC							
	I-201505134681	JEC	R	5/19/2015		140.00CR	075076	140.00
2602	JOSSART BROTHERS INC							
	I-15-01 (1)	JOSSART BROTHERS INC	R	5/19/2015		15,905.37CR	075077	15,905.37
1276	JX ENTERPRISES INC							
	C-D-251050123	JX ENTERPRISES INC	R	5/19/2015		62.40	075078	
	I-D-251260118	JX ENTERPRISES INC	R	5/19/2015		276.85CR	075078	214.45

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			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0149	KIMCO ENGRAVING INC							
	I-27127	KIMCO ENGRAVING INC	R	5/19/2015		91.10CR	075079	
	I-27168	KIMCO ENGRAVING INC	R	5/19/2015		16.52CR	075079	107.62
1	KOLTZ, MARY							
	I-201505134682	DANCE CLASS SUPPLI	R	5/19/2015		22.78CR	075080	22.78
2904	KROPP CONCRETE PRODUCTS							
	I-23040	KROPP CONCRETE PRODUCTS	R	5/19/2015		89.00CR	075081	89.00
3140	KUNDINGER FLUID POWER INC							
	I-50331269	KUNDINGER FLUID POWER INC	R	5/19/2015		917.16CR	075082	917.16
0156	LAWSON PRODUCTS INC							
	I-24775	LAWSON PRODUCTS INC	R	5/19/2015		247.75CR	075083	247.75
0159	LEXIS NEXIS INC							
	I-1504253302	LEXIS NEXIS INC	R	5/19/2015		214.00CR	075084	214.00
5914	MAIL FOUNDRY							
	I-18274	MAIL FOUNDRY	R	5/19/2015		359.00CR	075085	359.00
6198	MAILFINANCE							
	I-H5291408	MAILFINANCE	R	5/19/2015		300.00CR	075086	300.00
0173	MENARDS INC							
	I-60207	MENARDS INC	R	5/19/2015		37.27CR	075087	
	I-60546	MENARDS INC	R	5/19/2015		4.97CR	075087	
	I-60687	MENARDS INC	R	5/19/2015		59.98CR	075087	
	I-60774	MENARDS INC	R	5/19/2015		22.04CR	075087	
	I-60960	MENARDS INC	R	5/19/2015		71.83CR	075087	
	I-61150	MENARDS INC	R	5/19/2015		9.99CR	075087	
	I-61167	MENARDS INC	R	5/19/2015		33.99CR	075087	
	I-61169	MENARDS INC	R	5/19/2015		49.97CR	075087	
	I-75359	MENARDS INC	R	5/19/2015		22.15CR	075087	312.19
7169	MOHAWK RESOURCES LTD							
	I-T34392	MOHAWK RESOURCES LTD	R	5/19/2015		35,180.32CR	075088	35,180.32
1475	MUNICIPAL CODE CORP							
	I-254902	MUNICIPAL CODE CORP	R	5/19/2015		899.03CR	075089	899.03

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			CHECK	CHECK		CHECK	CHECK	
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
0076	NASSCO INC							
	I-S1900077.001	NASSCO INC	R	5/19/2015		213.79CR	075090	213.79
7170	NATIONAL ASSOC OF HISPANIC FIREFIGHTERS							
	I-201505134683	NATIONAL ASSOC OF HISPANIC FIR	R	5/19/2015		95.00CR	075091	95.00
5513	NEW COVENANT CONTRACTING							
	I-4225	NEW COVENANT CONTRACTING	R	5/19/2015		1,135.40CR	075092	1,135.40
0531	NORTHEAST AUTO PARTS INC							
	I-300438	NORTHEAST AUTO PARTS INC	R	5/19/2015		29.68CR	075093	
	I-300531	NORTHEAST AUTO PARTS INC	R	5/19/2015		109.74CR	075093	
	I-300658	NORTHEAST AUTO PARTS INC	R	5/19/2015		248.00CR	075093	
	I-300751	NORTHEAST AUTO PARTS INC	R	5/19/2015		208.00CR	075093	
	I-300860	NORTHEAST AUTO PARTS INC	R	5/19/2015		112.69CR	075093	
	I-301044	NORTHEAST AUTO PARTS INC	R	5/19/2015		57.99CR	075093	766.10
5433	NORTHEAST WI TECH COLLEGE							
	I-CS27129	NORTHEAST WI TECH COLLEGE	R	5/19/2015		90.00CR	075094	90.00
0187	NSIGHT TELS SERVICES							
	I-201505134685	NSIGHT TELS SERVICES	R	5/19/2015		133.80CR	075095	133.80
3703	ORIENTAL TRADING CO INC							
	I-671320369-01	ORIENTAL TRADING CO INC	R	5/19/2015		486.67CR	075096	486.67
5222	P J KORTENS & CO INC							
	I-10017392	P J KORTENS & CO INC	R	5/19/2015		11,999.21CR	075097	11,999.21
0197	PACKER CITY INTERNATIONAL INC							
	I-R101004963:01	PACKER CITY INTERNATIONAL INC	R	5/19/2015		257.18CR	075098	
	I-X101019893:01	PACKER CITY INTERNATIONAL INC	R	5/19/2015		69.41CR	075098	326.59
4476	PAUL CONWAY SHIELDS CORP							
	I-360851-IN	PAUL CONWAY SHIELDS CORP	R	5/19/2015		55.50CR	075099	
	I-363836-IN	PAUL CONWAY SHIELDS CORP	R	5/19/2015		4,875.49CR	075099	4,930.99
3202	PHYSIO-CONTROL INC							
	I-116001233	PHYSIO-CONTROL INC	R	5/19/2015		450.50CR	075100	450.50
0532	PLAK SMACKER							
	I-CD60026976	PLAK SMACKER	R	5/19/2015		65.86CR	075101	65.86

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0208	POMP'S TIRE SERVICE INC							
	I-90023084	POMP'S TIRE SERVICE INC	R	5/19/2015		269.25CR	075102	269.25
1246	PREVEA WORKMED INC							
	I-95335	PREVEA WORKMED INC	R	5/19/2015		246.00CR	075103	246.00
6948	RAY'S TIRE							
	I-3-31688	RAY'S TIRE	R	5/19/2015		1,347.09CR	075104	1,347.09
6971	RENNERT'S FIRE EQUIP SERV INC.							
	I-32675	RENNERT'S FIRE EQUIP SERV INC.	R	5/19/2015		2,499.00CR	075105	2,499.00
1023	S & S WORLDWIDE							
	I-8552485	S & S WORLDWIDE	R	5/19/2015		32.89CR	075106	32.89
1890	S I METALS AND SUPPLY							
	I-168300	S I METALS AND SUPPLY	R	5/19/2015		61.00CR	075107	61.00
5587	SAFELITE FULFILLMENT INC							
	I-5170-160257	SAFELITE FULFILLMENT INC	R	5/19/2015		266.90CR	075108	266.90
3458	SEROOGY'S CHOCOLATES							
	I-68959	SEROOGY'S CHOCOLATES	R	5/19/2015		216.00CR	075109	216.00
4029	SERVICE MOTOR COMPANY							
	I-CS08034	SERVICE MOTOR COMPANY	R	5/19/2015		74.54CR	075110	74.54
2953	SHERWIN INDUSTRIES INC							
	I-SS059773	SHERWIN INDUSTRIES INC	R	5/19/2015		99.00CR	075111	99.00
3234	SHERWIN WILLIAMS							
	I-8112-6	SHERWIN WILLIAMS	R	5/19/2015		23.16CR	075112	23.16
0406	SIMPLEXGRINNELL INC							
	I-40775032	SIMPLEXGRINNELL INC	R	5/19/2015		283.80CR	075113	
	I-77760296	SIMPLEXGRINNELL INC	R	5/19/2015		773.00CR	075113	
	I-81255620	SIMPLEXGRINNELL INC	R	5/19/2015		565.00CR	075113	
	I-81279119	SIMPLEXGRINNELL INC	R	5/19/2015		1,745.38CR	075113	3,367.18
6146	SINACOLA, TINA							
	I-201505134686	SINACOLA, TINA	R	5/19/2015		153.00CR	075114	153.00

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1446	SNAP ON INDUSTRIAL							
	I-ARS/11465175	SNAP ON INDUSTRIAL	R	5/19/2015		105.00CR	075115	
	I-ARV/25528366	SNAP ON INDUSTRIAL	R	5/19/2015		298.75CR	075115	403.75
0258	SUPERIOR CHEMICAL CORP							
	I-85890	SUPERIOR CHEMICAL CORP	R	5/19/2015		101.85CR	075116	101.85
0262	TEMPERATURE SYSTEMS INC							
	I-2378791-00	TEMPERATURE SYSTEMS INC	R	5/19/2015		129.06CR	075117	129.06
5186	TOYS FOR TRUCKS							
	I-187710	TOYS FOR TRUCKS	R	5/19/2015		600.00CR	075118	600.00
6989	TRILLIUM CNG (1700)							
	I-INV0012817	TRILLIUM CNG (1700)	R	5/19/2015		2,994.95CR	075119	2,994.95
0272	UNIFORM SHOPPE INC							
	I-242392	UNIFORM SHOPPE INC	R	5/19/2015		20.95CR	075120	
	I-242590	UNIFORM SHOPPE INC	R	5/19/2015		147.90CR	075120	
	I-242591	UNIFORM SHOPPE INC	R	5/19/2015		213.80CR	075120	
	I-242733	UNIFORM SHOPPE INC	R	5/19/2015		220.90CR	075120	
	I-242774	UNIFORM SHOPPE INC	R	5/19/2015		149.85CR	075120	
	I-242807	UNIFORM SHOPPE INC	R	5/19/2015		108.95CR	075120	
	I-242813	UNIFORM SHOPPE INC	R	5/19/2015		81.60CR	075120	
	I-242900	UNIFORM SHOPPE INC	R	5/19/2015		111.90CR	075120	
	I-242920	UNIFORM SHOPPE INC	R	5/19/2015		16.95CR	075120	1,072.80
7015	US BANK EQUIPMENT FINANCE							
	I-277793196	US BANK EQUIPMENT FINANCE	R	5/19/2015		207.50CR	075121	207.50
0857	USA BLUEBOOK							
	I-628680	USA BLUEBOOK	R	5/19/2015		40.80CR	075122	40.80
7071	USIC LOCATING SERVICES LLC							
	I-119381	USIC LOCATING SERVICES LLC	R	5/19/2015		270.00CR	075123	270.00
0720	VACUUM PUMP & COMPRESSOR INC							
	I-63668-00	VACUUM PUMP & COMPRESSOR INC	R	5/19/2015		466.90CR	075124	466.90
0277	VAN'S FIRE & SAFETY INC							
	I-4071309	VAN'S FIRE & SAFETY INC	R	5/19/2015		22.55CR	075125	22.55

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3707	VIKING ELECTRIC SUPPLY							
	I-9252480	VIKING ELECTRIC SUPPLY	R	5/19/2015		326.58CR	075126	
	I-9279767	VIKING ELECTRIC SUPPLY	R	5/19/2015		250.00CR	075126	576.58
3606	VISIONS UPHOLSTERY AND CANVAS LLC							
	I-7489	VISIONS UPHOLSTERY AND CANVAS	R	5/19/2015		45.00CR	075127	45.00
5892	VONBRIESEN & ROPER SC							
	I-9902	VONBRIESEN & ROPER SC	R	5/19/2015		44.00CR	075128	44.00
0282	WESCO DISTRIBUTION INC							
	I-113711	WESCO DISTRIBUTION INC	R	5/19/2015		58.38CR	075129	58.38
3374	WEST BEND MUTUAL INS CO							
	I-201505134687	WEST BEND MUTUAL INS CO	R	5/19/2015		20.00CR	075130	20.00
6118	WI DEPT OF JUSTICE - TIME							
	I-T18929	WI DEPT OF JUSTICE - TIME	R	5/19/2015		693.00CR	075131	693.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	111	0.00	320,206.75	320,206.75
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	111	0.00	320,206.75	320,206.75

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 5-19-15 VOUCHERS (3465 : Voucher Approval.)

5/13/2015 4:10 PM

A / P CHECK REGISTER

PAGE: 11

PACKET: 04780 MAY 2015 COUNCIL - 2 5-19-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	5/2015	80,568.08CR
201	5/2015	157,092.18CR
208	5/2015	415.01CR
209	5/2015	440.00CR
210	5/2015	1,476.66CR
405	5/2015	17,172.37CR
415	5/2015	36,315.72CR
455	5/2015	2,195.45CR
460	5/2015	435.00CR
601	5/2015	22,488.25CR
650	5/2015	1,608.03CR
=====		
ALL		320,206.75CR

Attachment: 5-19-15 VOUCHERS (3465 : Voucher Approval.)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 21, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 05-21-15 special meeting (PDF)

CITY OF DE PERE -May 21, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Temporary Operator License Applications					
1	CODY, SHARI A.	1732 CHARLES ST.	DE PERE	WI	54115
2	DENEYS, CHRISTOPHER W.	895 WINDING WATERWAY	DE PERE	WI	54115
3	GREER, DAVID A.	2311 MEADOWLEDGE CT.	DE PERE	WI	54115
4	KOOMEN, JOY, L.	7648 MORRISON RD.	GREENLEAF	WI	54126
5	MCCORMICK, KELLY J.	257 EAST RIVER DR., #9	DE PERE	WI	54115
6	MEYER, PAULA K.	1411 MISSION HTS RD.	DE PERE	WI	54115
7	O'HEARN, PATRICK G.	1308 S. SUMMER RANGE RD.	DE PERE	WI	54115
8	PEETERS, CHRISTOPHER M.	326 BRYAN ST.	GREEN BAY	WI	54301
9	RICHARDSON, STACI, M.	1448 HONOR WAY	DE PERE	WI	54115
10	SCHWARTZ, DAWN M.	6833 COUNTRY CREEK CT.	GREENLEAF	WI	54126
11	TOUCHINSKI, BRENDA L.	808 FLAMBEAU PL.	DE PERE	WI	54115
12	VANDENLANGENBERG, NEIL J.	1332 JORDAN RD.	DE PERE	WI	54115
13	VAN SLUYS, STEVEN J.	2217 MARLEE LN.	GREEN BAY	WI	54304
14	ZEITLER-MUNIZ, JUDITH E.	3946 VANDERWEGEN RD.	DE PERE	WI	54115