



Board of Public Works

335 South Broadway

Regular Meeting

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

Agenda

Monday, April 7, 2014

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Board of Public Works** of the City of De Pere will be held on **April 7, 2014** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

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

I. Call to Order

1. Roll Call

II. Public Comment

III. Action Items

1. Approval of the March 10, 2014 Meeting Minutes
2. Consider Award of Project 14-01 Sewer and Water Relay and Street Resurfacing*
3. Consider Award for Project 14-04 Concrete Street Reconstruction/Patching*
4. Consider Street Sweeper Decals
5. Consider Engineering Technical Services Regarding Installation of Sprint's Wireless Antennae Facilities on Matthew Street Water Tower*
6. Consider Engineering Technical Services Regarding Installation of Sprint's Wireless Antennae Facilities on Merrill Street Water Tower*
7. Consider AT&T's Amendment to Current Lease Agreement on Matthew's Water Tower*

IV. Future Agenda Items

V. Adjournment

***Items with an asterisk require City Council approval.**

Agenda Sent To:

Mayor

Alderspersons

Department Heads

TV, Newspapers & Radio Stations

Lisa Murray, AT&T

Kress Family Library

De Pere Chamber of Commerce

Dan Dorner, Dorner, Inc.

Michael J. Maples, Vinton Construction

Michael Walker, Sprint

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday April 7, 2014 so that arrangements can be made.

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject (s) over which they have decision-making responsibility.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: April 7, 2014
DEPARTMENT: Public Works
FROM: Pam Denis
SUBJECT: Approval of the March 10, 2014 Meeting Minutes

ATTACHMENTS:

- Board of Public Works March 10, 2014 Draft Meeting Minutes (PDF)



Board of Public Works

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Monday, March 10, 2014

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 7:32 PM by Mayor Michael J. Walsh

Attendee Name	Title	Status	Arrived
Kevin Bauer	Aldersperson	Present	
James Boyd	Aldersperson	Present	
Bob Heuvelmans	Aldersperson	Present	
Jim Kneiszel	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Others present were: Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, and Pam Denis, Recording Secretary.

II. Public Comment

None

III. Items

- Approval of the February 10, 2014 Meeting Minutes
Aldersperson Heuvelmans moved to approve the February 10, 2014 Board of Public Works meeting minutes, Aldersperson Boyd seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Heuvelmans, Aldersperson
SECONDER:	James Boyd, Aldersperson
AYES:	Bauer, Boyd, Heuvelmans, Kneiszel, Walsh

- Consider Preliminary Resolution for Special Assessments for Sanitary Sewer and Water Main on CTH PP from 185' South to 1330' South of Prosper Street*
Mayor Walsh moved to open the regular meeting for public comment at 7:32pm, Aldersperson Kneiszel seconded the motion. Upon vote, the motion carried.

Dave Ritchie, 1940 S. Broadway, De Pere, Wisconsin, shared that in 2010 the City planned to put sewer and water through the same area and had an assessment at that time that was agreed upon but for some reason fell through. The cost now is approximately 25-35% higher than in 2010 and he wondered why.

City Engineer Rakers explained that the main reason that this did not occur in 2010 was that the City of De Pere did not have an agreement with the Town of Ledgeview for the sanitary sewer. In 2010 the assessment was calculated that 50% of the charges would be covered by the City and 50% by the residents. In the current assessment the City is charging the sanitary and sewer laterals at 100% to the property owners. The City does not pay for the laterals to specific properties.

Attachment: Board of Public Works March 10, 2014 Draft Meeting Minutes (2034 : Approval of the March 10, 2014 Meeting Minutes)

Discussion followed. Mayor Walsh moved to return to regular session at 7:41pm, Alderperson Heuvelmans seconded the motion. Upon vote, the motion passed.

City Engineer Rakers stated that it is recommended that this assessment be on a 10 year payment plan.

Alderperson Bauer moved to approve the Preliminary Resolution for Special Assessment for the Sanitary Sewer and Water Main on CTH PP to the Common Council to schedule a Public Hearing, Alderperson Boyd seconded the motion. Upon vote, the motion passed.

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

3. Consider Preliminary Resolution for Special Assessment for Storm Sewer on Lilac Lane* Alderperson Heuvelmans moved to open the regular session for public comment at 7:41pm, Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

Donald Abel, 424 Lilac Lane, spoke against the Special Assessment for Storm Sewer on Lilac Lane, stating that the cost was prohibitive and there really wasn't a problem on Lilac Lane.

City Engineer Rakers stated that the City will pay 80% of the sewer main.

Lynnette Brennan, 418 Lilac Lane, shared her disapproval stating that some of the neighbors' and her sump pump don't even run. She stated that the street doesn't need resurfacing. Ms. Brennan also requested a permit fee waiver if the assessment does go through and a longer payment period.

Dan Bangert, 412 Lilac Lane, explained that there was only one request for storm sewer on Lilac Lane. He shared a concern that that was causing expense to everyone else.

Brian Schmidt, 409 Lilac Lane, thanked the City Engineer for all the introductory meetings. He shared that he didn't understand why there had to be a mandatory hook-up to the lateral for sump pumps, especially in areas where there isn't a need. His desire was to eliminate the mandatory hook up.

Mayor moved to return to regular session at 7:58pm, Alderperson Heuvelmans seconded the motion. Upon vote, the motion passed.

Eric Rakers, City Engineer, reviewed the drainage issues along Lilac Lane. He explained that it made sense to include the storm sewer now as the restoration costs to the street would be included in the project and not charged to the residents. City Engineer Rakers stated the streets are rated every two years; the City is proactive in maintaining streets to avoid reconstructing streets, which is much more expensive. All new subdivisions and developments and reconstructions have storm sewers installed. Engineer Rakers stated that in areas where the street is not being resurfaced it is cost prohibitive to put in storm sewers.

Discussion followed. City Engineer Rakers stated that the payment schedule would be over 5 years.

Aldersperson Bauer explained that he would vote no because he felt that one person shouldn't be able to cause others to fund the solution to his drainage problem.

Aldersperson Bauer moved to approve the preliminary resolution to the Common Council for the Preliminary Resolution for Special Assessment for Storm Sewer on Lilac Lane, Aldersperson Kneiszel seconded the motion. Upon vote, the motion passed, with Aldersperson Bauer and Aldersperson Heuvelmans voting nay.

Eric Rakers, City Engineer, explained that this preliminary resolution will go forward to the Common Council to set a public hearing. It will have to be published in the newspaper, an engineer's report has to be completed and a letter will be sent to all the residents. Mayor Walsh stated that the residents will be given another opportunity to speak at a Common Council meeting, which will include the additional 4 Alderspersons.

RESULT:	ADOPTED [3 TO 2]
MOVER:	Kevin Bauer, Aldersperson
SECONDER:	Jim Kneiszel, Aldersperson
AYES:	James Boyd, Jim Kneiszel, Michael J. Walsh
NAYS:	Kevin Bauer, Bob Heuvelmans

4. Update on Commercial Garbage & Recycling Collection
Director of Public Works, Scott Thoresen, presented an update on the commercial garbage and recycling collection issues that had been discussed at the November 11 , 2013 meeting.

Director Thoresen stated that more properties now have contacted his office with issues concerning the bins. He explained that De Pere is one of the few municipalities who still does collection for commercial units, most of the other municipalities privatize the collection. Director Thoresen stated that staff is currently researching how other communities are handling commercial garbage pick up.

Director Thoresen stated that the City is continuing to do a study, mapping out areas in the City where businesses have contracted for private collection and the areas that the

City collects. He also stated that the City received a grant to do a study of the Nicolet Parking area. As part of the study, areas will be reviewed for possible locations of dumpsters.

Staff will be looking at the City Ordinances to see what can be done. Staff will be meeting with businesses in the future for discussion.

Discussion followed regarding costs, possibility of the city paying for commercial pick up, legalities of doing so, charges for such pick up. Scott Thoresen, Public Works Director, explained that will be part of the overall study and its impacts.

Director Thoresen stated that no action is required at the moment on this, it was simply an update report. Director Thoresen will continue to update the Board of Public Works on a quarterly basis.

5. Consider State / Municipal Agreement for STH 57 Roundabout*
Mayor Walsh moved to approve the State/Municipal Agreement for STH 57 Roundabout, Alderperson Heuvelmans seconded that motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Bob Heuvelmans, Alderperson
AYES:	Bauer, Boyd, Heuvelmans, Kneiszel, Walsh

6. Consider Award of Project 14-10 LED Street Lighting*
Alderperson Kneiszel moved to award the bid for Project 14-10 LED Street Lighting to De Baker, Inc., in the amount of \$30,200.24, Alderperson Bauer seconded the motion.

Discussion followed as to whether it was more cost effective to replace them as they burned out or to bid as a whole. City Engineer Rakers explained that the most cost effective manner was to bid as a whole.

Upon vote, the motion passed.

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

7. Consider Award of Project 14-13 Crackfilling*
Alderperson Kneiszel moved to award the bid for Project 14-13 Crackfilling to Asphalt Seal & Repair, Inc., in the amount of \$80,933.00, Alderperson Heuvelmans seconded the motion. Upon vote the motion passed.

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

8. Consider Award of Project 14-15 Sewer Cleaning and Televising*
Alderperson Boyd moved to award the bid for Project 14-15 Televising to Green Bay Pipe & TV, LLC in the amount of \$43,107.50, Alderperson Kneiszel seconded the motion.

Discussion followed regarding the large spread of bids. City Engineer Rakers explained that some of the bidders were not from this area.

Upon vote, the motion passed.

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

9. Consider 2013 Annual Report for the Wisconsin Department of Natural Resources MS4 General Permit*
Alderperson Bauer moved to approve the 2013 Annual Report for the Wisconsin Department of Natural Resources MS4 General Permit, Alderperson Boyd seconded the motion.

Upon vote, the motion passed.

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

10. Consider WDNR Urban Nonpoint Source & Storm Water Program Planning Grant Application*
Alderperson Heuvelmans moved to approve the preparation and submittal of an application for the Urban Nonpoint Source and Storm Water Management Grant Program, Alderperson Bauer seconded the motion. Upon vote, the motion passed.

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

11. Discussion of City Equipment & Vehicles Requiring a City Decal
Director of Public Works reported back in regard to the decals on City vehicles. He took the previous Board of Public Works meeting's discussion to Administration. He reported that there will be a formal policy drafted and sent to the Finance Committee for approval, and ultimately to the Common Council regarding vehicle identification decals.

Discussion followed. Alderperson Heuvelmans requested that all signage be affixed permanently. Alderperson Kneiszel and Alderperson Bauer concurred. Alderperson

Boyd stated that he would be interested in knowing what other municipalities do and why they do it.

IV. Future Agenda Items

None

V. Adjournment

Mayor Walsh moved to adjourn the meeting at 8:41pm, Alderperson Bauer seconded the motion. Upon vote, the motion passed and the meeting was adjourned.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: April 7, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Award of Project 14-01 Sewer and Water Relay and Street Resurfacing*

The Engineering Department received bids on Project 14-01 Sewer and Water Relay and Street Resurfacing on March 27th, 2014. This project involves relaying sanitary sewer and water main at various locations around the City due to the deteriorated condition of the utility. Additionally, the street will be milled and resurfaced. The bids received were as follows:

Bidder	Amount
Dorner Inc.	\$1,516,468.00
Don Hietpas & Sons, Inc.	\$1,534,287.55
Carl Bowers & Sons Construction Co. Inc.	\$1,550,418.25
Feaker & Sons Company, Inc.	\$1,589,351.20
Jossart Brothers, Inc.	\$1,662,941.10
Triple P. Inc. dba Peters Concrete	\$1,683,948.05
David Tenor Corporation	\$1,739,542.50
Van Straten Construction Co. Inc.	\$1,796,003.50
Wood Sewer & Excavating, Inc.	\$1,797,984.00

The budgeted amount from the capital improvement budget is \$1,522,800. Funding will be \$430,000 from general obligation debt, \$267,800 from the sewage revenue fund, \$689,000 from the water utility fund, \$60,000 from the storm water utility fund, and \$76,000 from special assessment. The staff recommendation is to award the bid to Dorner Inc. in the amount of \$1,516,648.00.

ATTACHMENTS:

- 14-01 BID TAB (PDF)

PROJECT 14-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB

3.2.a



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				DORNER INC.		DON HIETPAS & SONS, INC.		CARL BOWERS & SONS CONSTRUCTION CO. INC.		FEAKER & SONS CO. INC.		JOSSART BROTHERS, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER													
SS-01	Remove & Relay 8" PVC Sanitary Sewer	LF	175	\$73.00	\$12,775.00	\$65.00	\$11,375.00	\$72.00	\$12,600.00	\$68.45	\$11,978.75	\$90.00	15,750.00
SS-02	Provide 8" PVC Sanitary Sewer (CTH PP)	LF	1,425	\$37.00	\$52,725.00	\$41.50	\$59,137.50	\$40.00	\$57,000.00	\$44.60	\$63,555.00	\$40.00	57,000.00
SS-03	Directional Drill 8" PVC Sanitary Sewer	LF	110	\$100.00	\$11,000.00	\$100.00	\$11,000.00	\$120.00	\$13,200.00	\$94.00	\$10,340.00	\$123.00	13,530.00
SS-04	Remove and Relay 4" or 6" PVC Sanitary Lateral	LF	2,060	\$47.00	\$96,820.00	\$57.00	\$117,420.00	\$61.00	\$125,660.00	\$55.00	\$113,300.00	\$61.00	125,660.00
SS-05	Provide 6" Sanitary Lateral (CTH PP)	LF	150	\$30.00	\$4,500.00	\$40.00	\$6,000.00	\$61.00	\$9,150.00	\$40.00	\$6,000.00	\$55.00	8,250.00
SS-06	Provide 6" Sanitary Riser (CTH PP)	VF	6	\$65.00	\$390.00	\$75.00	\$450.00	\$70.00	\$420.00	\$60.00	\$360.00	\$60.00	360.00
SS-07	Provide 8" x 6" Wye or 8" x 4" Wye (CTH PP and Belle)	EA	11	\$115.00	\$1,265.00	\$95.00	\$1,045.00	\$150.00	\$1,650.00	\$100.00	\$1,100.00	\$125.00	1,375.00
SS-08	Provide 8" x 6" Wye or 8" x 4" Wye on Existing Sanitary Sewer Pipe	EA	29	\$750.00	\$21,750.00	\$500.00	\$14,500.00	\$250.00	\$7,250.00	\$680.00	\$19,720.00	\$550.00	15,950.00
SS-09	Provide 6" or 4" Saddle on Existing Sanitary Sewer Pipe	EA	36	\$550.00	\$19,800.00	\$300.00	\$10,800.00	\$250.00	\$9,000.00	\$300.00	\$10,800.00	\$250.00	9,000.00
SS-10	Provide 4' Diameter Sanitary Manhole (CTH PP and Belle)	VF	65	\$185.00	\$12,025.00	\$215.00	\$13,975.00	\$200.00	\$13,000.00	\$265.00	\$17,225.00	\$225.00	14,625.00
SS-11	Remove and Replace 4' Diameter Sanitary Manhole	VF	16	\$330.00	\$5,280.00	\$275.00	\$4,400.00	\$225.00	\$3,600.00	\$455.00	\$7,280.00	\$275.00	4,400.00
SS-12	Remove and Replace 4' Diameter Sanitary Drop Manhole	VF	10	\$450.00	\$4,500.00	\$350.00	\$3,500.00	\$400.00	\$4,000.00	\$520.00	\$5,200.00	\$400.00	4,000.00
SS-13	Core Drill into Existing Sanitary Manhole	EA	1	\$1,000.00	\$1,000.00	\$475.00	\$475.00	\$800.00	\$800.00	\$750.00	\$750.00	\$1,500.00	1,500.00
SS-14	Abandon /Remove Existing Sanitary Manhole and Appurtenances	LS	1	\$750.00	\$750.00	\$1,450.00	\$1,450.00	\$600.00	\$600.00	\$800.00	\$800.00	\$500.00	500.00
SS-15	Abandon Lift Station and Force Main	LS	1	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	1,000.00
SS-16	Install CIPP Patch	EA	1	\$3,000.00	\$3,000.00	\$2,920.00	\$2,920.00	\$3,000.00	\$3,000.00	\$2,950.00	\$2,950.00	\$3,500.00	3,500.00
SS-17	Poured in Place Bench	EA	2	\$550.00	\$1,100.00	\$750.00	\$1,500.00	\$200.00	\$400.00	\$300.00	\$600.00	\$500.00	1,000.00
SS-18	Bulkhead Stub in Manhole	EA	3	\$200.00	\$600.00	\$200.00	\$600.00	\$150.00	\$450.00	\$250.00	\$750.00	\$200.00	600.00
STORM SEWER													
ST-01	Remove and Replace 18" PVC or RCP Storm Sewer	LF	40	\$53.00	\$2,120.00	\$68.00	\$2,720.00	\$60.00	\$2,400.00	\$53.00	\$2,120.00	\$60.00	2,400.00
ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	265	\$49.00	\$12,985.00	\$53.00	\$14,045.00	\$50.00	\$13,250.00	\$48.00	\$12,720.00	\$49.00	12,985.00
ST-03	DELETED				\$0.00		\$0.00		\$0.00		\$0.00		0.00
ST-04	DELETED				\$0.00		\$0.00		\$0.00		\$0.00		0.00
ST-05	DELETED				\$0.00		\$0.00		\$0.00		\$0.00		0.00
ST-06	Remove and Replace Catch Basin/Inlet	EA	11	\$1,550.00	\$17,050.00	\$1,500.00	\$16,500.00	\$1,600.00	\$17,600.00	\$1,750.00	\$19,250.00	\$1,600.00	17,600.00
ST-07	DELETED												
ST-08	Provide 4' Diameter Storm Sewer Manhole	VF	17	\$430.00	\$7,310.00	\$405.00	\$6,885.00	\$300.00	\$5,100.00	\$430.00	\$7,310.00	\$440.00	7,480.00
ST-09	DELETED												
ST-10	Abandon/Remove Existing Storm Sewer Manholes and Appurtenances	EA	3	\$250.00	\$750.00	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$500.00	1,500.00
WATER MAIN													
W-01	Provide 12" PVC Water Main	LF	1,355	\$45.00	\$60,975.00	\$45.00	\$60,975.00	\$48.00	\$65,040.00	\$49.15	\$66,598.25	\$54.00	73,170.00

Attachment: 14-01 BID TAB (2000 : Consider Award of Project 14-01 Sewer and Water Relay and Street

PROJECT 14-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB

3.2.a



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				DORNER INC.		DON HIETPAS & SONS, INC.		CARL BOWERS & SONS CONSTRUCTION CO. INC.		FEAKER & SONS CO. INC.		JOSSART BROTHERS, INC.	
W-02	Provide 10" PVC Water Main	LF	920	\$67.00	\$61,640.00	\$60.00	\$55,200.00	\$54.00	\$49,680.00	\$57.25	\$52,670.00	\$70.00	64,400.00
W-03	Provide 8" PVC Water Main	LF	5,980	\$47.00	\$281,060.00	\$50.00	\$299,000.00	\$52.50	\$313,950.00	\$50.50	\$301,990.00	\$58.00	346,840.00
W-04	Provide 6" PVC Water Main	LF	220	\$55.00	\$12,100.00	\$56.75	\$12,485.00	\$50.00	\$11,000.00	\$48.65	\$10,703.00	\$56.00	12,320.00
W-05	Provide 4" PVC Water Main	LF	45	\$84.00	\$3,780.00	\$75.00	\$3,375.00	\$48.00	\$2,160.00	\$50.00	\$2,250.00	\$55.00	2,475.00
W-06	Provide 3" PVC Water Main	LF	25	\$88.00	\$2,200.00	\$75.00	\$1,875.00	\$48.00	\$1,200.00	\$50.00	\$1,250.00	\$55.00	1,375.00
W-07	Provide 12" Valve	EA	4	\$2,750.00	\$11,000.00	\$2,655.00	\$10,620.00	\$2,900.00	\$11,600.00	\$2,750.00	\$11,000.00	\$2,850.00	11,400.00
W-08	Provide 10" Valve	EA	5	\$2,300.00	\$11,500.00	\$2,195.00	\$10,975.00	\$2,400.00	\$12,000.00	\$2,275.00	\$11,375.00	\$2,400.00	12,000.00
W-09	Provide 8" Valve	EA	26	\$1,575.00	\$40,950.00	\$1,530.00	\$39,780.00	\$1,700.00	\$44,200.00	\$1,570.00	\$40,820.00	\$1,650.00	42,900.00
W-10	Provide 6" Valve	EA	2	\$1,150.00	\$2,300.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$1,150.00	\$2,300.00	\$1,150.00	2,300.00
W-11	Provide 6" Live Cut-In Valve	EA	1	\$7,900.00	\$7,900.00	\$8,200.00	\$8,200.00	\$7,800.00	\$7,800.00	\$8,500.00	\$8,500.00	\$8,000.00	8,000.00
W-12	Provide 4" Valve	EA	1	\$965.00	\$965.00	\$950.00	\$950.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,000.00	1,000.00
W-13	Provide 3" Valve	EA	1	\$965.00	\$965.00	\$950.00	\$950.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,000.00	1,000.00
W-14	Provide Hydrant (6.0 Bury)	EA	1	\$3,450.00	\$3,450.00	\$3,390.00	\$3,390.00	\$3,400.00	\$3,400.00	\$3,150.00	\$3,150.00	\$3,400.00	3,400.00
W-15	Provide Hydrant (6.5 Bury)	EA	9	\$3,500.00	\$31,500.00	\$3,390.00	\$30,510.00	\$3,500.00	\$31,500.00	\$3,205.00	\$28,845.00	\$3,450.00	31,050.00
W-16	Provide Hydrant (7.0 Bury)	EA	1	\$3,550.00	\$3,550.00	\$3,445.00	\$3,445.00	\$3,600.00	\$3,600.00	\$3,260.00	\$3,260.00	\$3,500.00	3,500.00
W-17	Provide Hydrant (7.5 Bury)	EA	2	\$3,600.00	\$7,200.00	\$3,500.00	\$7,000.00	\$3,700.00	\$7,400.00	\$3,310.00	\$6,620.00	\$3,550.00	7,100.00
WD-18	Relocate Hydrant	EA	1	\$700.00	\$700.00	\$850.00	\$850.00	\$700.00	\$700.00	\$660.00	\$660.00	\$500.00	500.00
WD-19	Provide Connection to Existing Water Main 8" x 8" Tapping Tee/Cut-In Tee	EA	4	\$2,000.00	\$8,000.00	\$1,850.00	\$7,400.00	\$2,500.00	\$10,000.00	\$1,700.00	\$6,800.00	\$2,250.00	9,000.00
WD-20	Provide Connection to Existing Water Main 6"x6" Cut-In Tee	EA	2	\$1,600.00	\$3,200.00	\$1,450.00	\$2,900.00	\$1,700.00	\$3,400.00	\$1,600.00	\$3,200.00	\$2,250.00	4,500.00
WD-21	Provide Connection to Existing Water Main 10" x 8" Cut-In Tee	EA	1	\$1,850.00	\$1,850.00	\$2,250.00	\$2,250.00	\$1,700.00	\$1,700.00	\$1,940.00	\$1,940.00	\$2,500.00	2,500.00
WD-22	Provide Connection to Existing Water Main	EA	14	\$1,200.00	\$16,800.00	\$1,000.00	\$14,000.00	\$1,000.00	\$14,000.00	\$870.00	\$12,180.00	\$2,000.00	28,000.00
WD-23	Provide Connection to Existing Water Main at Ninth and Cedar Intersection	LS	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$3,380.00	\$3,380.00	\$3,600.00	3,600.00
WD-24	Provide Water Main Offset	EA	3	\$2,300.00	\$6,900.00	\$2,100.00	\$6,300.00	\$2,500.00	\$7,500.00	\$2,200.00	\$6,600.00	\$2,500.00	7,500.00
WD-25	Provide 1" HDPE Water Service	LF	2,850	\$32.00	\$91,200.00	\$36.00	\$102,600.00	\$45.00	\$128,250.00	\$38.00	\$108,300.00	\$40.00	114,000.00
WD-26	Provide 1 1/2" HDPE Water Service	LF	35	\$32.00	\$1,120.00	\$55.00	\$1,925.00	\$46.00	\$1,610.00	\$50.00	\$1,750.00	\$45.00	1,575.00
WD-27	Provide 1" Corporation and Curb Stop	EA	117	\$600.00	\$70,200.00	\$325.00	\$38,025.00	\$325.00	\$38,025.00	\$350.00	\$40,950.00	\$325.00	38,025.00
WD-28	Provide 1 1/2" Corporation and Curb Stop	EA	1	\$875.00	\$875.00	\$550.00	\$550.00	\$600.00	\$600.00	\$600.00	\$600.00	\$550.00	550.00
WD-29	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	12	\$1,000.00	\$12,000.00	\$800.00	\$9,600.00	\$500.00	\$6,000.00	\$1,700.00	\$20,400.00	\$600.00	7,200.00
WD-30	Abandon/ Remove Water Main and Appurtenances	LS	1	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$14,000.00	\$14,000.00	\$24,600.00	\$24,600.00	\$38,500.00	38,500.00

Attachment: 14-01 BID TAB (2000 : Consider Award of Project 14-01 Sewer and Water Relay and Street

PROJECT 14-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				DORNER INC.		DON HIETPAS & SONS, INC.		CARL BOWERS & SONS CONSTRUCTION CO. INC.		FEAKER & SONS CO. INC.		JOSSART BROTHERS, INC.	
WD-31	Provide Temporary Water to Properties on Sunnyview Ave	LS	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,500.00	1,500.00
STREET AND DRAINAGE													
SD-01	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	1,765	\$10.60	\$18,709.00	\$13.89	\$24,515.85	\$9.05	\$15,973.25	\$14.17	\$25,010.05	\$11.22	19,803.30
SD-02	Remove and Replace 24" Concrete Curb and Gutter	LF	2,820	\$22.90	\$64,578.00	\$26.00	\$73,320.00	\$21.95	\$61,899.00	\$26.52	\$74,786.40	\$23.69	66,805.80
SD-03	Provide Reinforcement for Curb and Gutter - 2 #4 Bars	LF	3,150	\$0.45	\$1,417.50	\$0.40	\$1,260.00	\$0.75	\$2,362.50	\$0.41	\$1,291.50	\$0.42	1,323.00
SD-04	Remove and Replace 8-inch Doweled Concrete Pavement and Base	SY	125	\$62.60	\$7,825.00	\$64.00	\$8,000.00	\$55.00	\$6,875.00	\$65.13	\$8,141.25	\$61.80	7,725.00
SD-05	Remove and Replace Concrete Drive- 6" Depth	SY	600	\$43.00	\$25,800.00	\$45.55	\$27,330.00	\$36.90	\$22,140.00	\$46.46	\$27,876.00	\$40.68	24,408.00
SD-06	Remove and Replace Concrete Sidewalk - 4" Depth	SY	200	\$42.10	\$8,420.00	\$44.65	\$8,930.00	\$34.75	\$6,950.00	\$45.54	\$9,108.00	\$39.68	7,936.00
SD-07	DELETED												
SD-08	Mill Asphaltic Concrete Pavement	SY	23,010	\$2.95	\$67,879.50	\$2.92	\$67,189.20	\$2.95	\$67,879.50	\$2.98	\$68,569.80	\$3.00	69,030.00
SD-09	Provide Asphaltic Concrete Pavement - Surface Course, Type E1, PG64-22	TONS	3,100	\$52.50	\$162,750.00	\$51.55	\$159,805.00	\$52.10	\$161,510.00	\$52.58	\$162,998.00	\$53.10	164,610.00
SD-10	Provide Asphaltic Concrete Pavement - Binder Course, Type E1, PG64-22	TONS	1,180	\$60.80	\$71,744.00	\$59.70	\$70,446.00	\$60.30	\$71,154.00	\$60.89	\$71,850.20	\$61.50	72,570.00
SD-11	DELETED												
SD-12	Detectable Warning Fields Yellow	EA	4	\$220.00	\$880.00	\$216.00	\$864.00	\$200.00	\$800.00	\$220.00	\$880.00	\$225.00	900.00
SD-13	Restoration on 227 Belle Avenue	LS	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$8,200.00	\$8,200.00	\$10,000.00	\$10,000.00	\$2,000.00	2,000.00
SPECIAL CONSTRUCTION													
SC-01	Adjust Inlet	EA	5	\$200.00	\$1,000.00	\$350.00	\$1,750.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$500.00	2,500.00
SC-02	Adjust Manhole	EA	11	\$200.00	\$2,200.00	\$300.00	\$3,300.00	\$250.00	\$2,750.00	\$340.00	\$3,740.00	\$500.00	5,500.00
SC-03	Reconstruct Manhole	VF	25	\$150.00	\$3,750.00	\$320.00	\$8,000.00	\$300.00	\$7,500.00	\$300.00	\$7,500.00	\$225.00	5,625.00
SC-04	Silt Fence	LF	220	\$2.00	\$440.00	\$1.50	\$330.00	\$2.00	\$440.00	\$3.00	\$660.00	\$3.00	660.00
SC-05	Inlet Protection, Type B	EA	44	\$50.00	\$2,200.00	\$45.00	\$1,980.00	\$60.00	\$2,640.00	\$40.00	\$1,760.00	\$50.00	2,200.00
SC-06	Exploration on Sanitary Laterals on Belle Avenue	LS	1	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$1,160.00	\$1,160.00	\$1,500.00	1,500.00
SC-07	Provide Rock Filled Bags (CTH PP)	EA	100	\$12.50	\$1,250.00	\$15.00	\$1,500.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$8.00	800.00
SC-08	Polystyrene Insulation Board	LF	120	\$5.00	\$600.00	\$7.00	\$840.00	\$5.00	\$600.00	\$12.00	\$1,440.00	\$5.00	600.00
SC-09	Pipe Foundation Stabilization	CY	100	\$19.00	\$1,900.00	\$11.00	\$1,100.00	\$15.00	\$1,500.00	\$12.00	\$1,200.00	\$10.00	1,000.00
SC-10	Reconstruct Manhole on CTH PP	EA	3	\$1,000.00	\$3,000.00	\$1,550.00	\$4,650.00	\$300.00	\$900.00	\$1,960.00	\$5,880.00	\$1,200.00	3,600.00
SC-11	Reconstruct Manhole Cone Section on CTH PP	EA	1	\$550.00	\$550.00	\$600.00	\$600.00	\$300.00	\$300.00	\$900.00	\$900.00	\$700.00	700.00
TOTAL AMOUNT BID					\$1,516,468.00		\$1,534,287.55		\$1,550,418.25		\$1,589,351.20		1,662,941.10

Attachment: 14-01 BID TAB (2000 : Consider Award of Project 14-01 Sewer and Water Relay and Street

PROJECT 14-01 SEWER & WATER RELAY & ST
BID TAB

3.2.a



				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				TRIPLE P INC DBA PETERS CONCRETE CO.		DAVID TENOR CORPORATION		VAN STRATEN CONSTRUCTION CO. INC.		WOOD SEWER & EXCAVATING, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SS-01	Remove & Relay 8" PVC Sanitary Sewer	LF	175	\$69.60	\$12,180.00	\$60.00	\$10,500.00	\$74.00	\$12,950.00	\$68.00	\$11,900.00
SS-02	Provide 8" PVC Sanitary Sewer (CTH PP)	LF	1,425	\$51.10	\$72,817.50	\$69.00	\$98,325.00	\$51.00	\$72,675.00	\$79.00	\$112,575.00
SS-03	Directional Drill 8" PVC Sanitary Sewer	LF	110	\$85.00	\$9,350.00	\$90.00	\$9,900.00	\$100.00	\$11,000.00	\$95.00	\$10,450.00
SS-04	Remove and Relay 4" or 6" PVC Sanitary Lateral	LF	2,060	\$57.05	\$117,523.00	\$54.00	\$111,240.00	\$77.00	\$158,620.00	\$41.00	\$84,460.00
SS-05	Provide 6" Sanitary Lateral (CTH PP)	LF	150	\$51.35	\$7,702.50	\$92.00	\$13,800.00	\$35.00	\$5,250.00	\$48.00	\$7,200.00
SS-06	Provide 6" Sanitary Riser (CTH PP)	VF	6	\$75.00	\$450.00	\$70.00	\$420.00	\$35.00	\$210.00	\$70.00	\$420.00
SS-07	Provide 8" x 6" Wye or 8" x 4" Wye (CTH PP and Belle)	EA	11	\$125.00	\$1,375.00	\$150.00	\$1,650.00	\$300.00	\$3,300.00	\$150.00	\$1,650.00
SS-08	Provide 8" x 6" Wye or 8" x 4" Wye on Existing Sanitary Sewer Pipe	EA	29	\$400.00	\$11,600.00	\$1,550.00	\$44,950.00	\$550.00	\$15,950.00	\$1,900.00	\$55,100.00
SS-09	Provide 6" or 4" Saddle on Existing Sanitary Sewer Pipe	EA	36	\$200.00	\$7,200.00	\$425.00	\$15,300.00	\$550.00	\$19,800.00	\$1,850.00	\$66,600.00
SS-10	Provide 4' Diameter Sanitary Manhole (CTH PP and Belle)	VF	65	\$285.00	\$18,525.00	\$300.00	\$19,500.00	\$225.00	\$14,625.00	\$260.00	\$16,900.00
SS-11	Remove and Replace 4' Diameter Sanitary Manhole	VF	16	\$378.00	\$6,048.00	\$290.00	\$4,640.00	\$400.00	\$6,400.00	\$290.00	\$4,640.00
SS-12	Remove and Replace 4' Diameter Sanitary Drop Manhole	VF	10	\$421.00	\$4,210.00	\$490.00	\$4,900.00	\$450.00	\$4,500.00	\$340.00	\$3,400.00
SS-13	Core Drill into Existing Sanitary Manhole	EA	1	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$700.00	\$700.00	\$600.00	\$600.00
SS-14	Abandon /Remove Existing Sanitary Manhole and Appurtenances	LS	1	\$1,200.00	\$1,200.00	\$950.00	\$950.00	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00
SS-15	Abandon Lift Station and Force Main	LS	1	\$500.00	\$500.00	\$1,300.00	\$1,300.00	\$3,500.00	\$3,500.00	\$400.00	\$400.00
SS-16	Install CIPP Patch	EA	1	\$3,000.00	\$3,000.00	\$2,975.00	\$2,975.00	\$3,000.00	\$3,000.00	\$3,300.00	\$3,300.00
SS-17	Poured in Place Bench	EA	2	\$700.00	\$1,400.00	\$1,400.00	\$2,800.00	\$1,000.00	\$2,000.00	\$3,000.00	\$6,000.00
SS-18	Bulkhead Stub in Manhole	EA	3	\$300.00	\$900.00	\$150.00	\$450.00	\$800.00	\$2,400.00	\$50.00	\$150.00
STORM SEWER											
ST-01	Remove and Replace 18" PVC or RCP Storm Sewer	LF	40	\$74.20	\$2,968.00	\$56.00	\$2,240.00	\$75.00	\$3,000.00	\$52.00	\$2,080.00
ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	265	\$57.70	\$15,290.50	\$52.00	\$13,780.00	\$75.00	\$19,875.00	\$49.00	\$12,985.00
ST-03	DELETED				\$0.00		\$0.00		\$0.00		\$0.00
ST-04	DELETED				\$0.00		\$0.00		\$0.00		\$0.00
ST-05	DELETED				\$0.00		\$0.00		\$0.00		\$0.00
ST-06	Remove and Replace Catch Basin/Inlet	EA	11	\$1,450.00	\$15,950.00	\$1,800.00	\$19,800.00	\$1,700.00	\$18,700.00	\$1,700.00	\$18,700.00
ST-07	DELETED										
ST-08	Provide 4' Diameter Storm Sewer Manhole	VF	17	\$470.00	\$7,990.00	\$410.00	\$6,970.00	\$300.00	\$5,100.00	\$440.00	\$7,480.00
ST-09	DELETED										
ST-10	Abandon/Remove Existing Storm Sewer Manholes and Appurtenances	EA	3	\$500.00	\$1,500.00	700	\$2,100.00	\$3,500.00	\$10,500.00	\$400.00	\$1,200.00
WATER MAIN											
W-01	Provide 12" PVC Water Main	LF	1,355	\$62.20	\$84,281.00	\$62.00	\$84,010.00	\$68.00	\$92,140.00	\$59.00	\$79,945.00

Attachment: 14-01 BID TAB (2000 : Consider Award of Project 14-01 Sewer and Water Relay and Street

PROJECT 14-01 SEWER & WATER RELAY & ST
BID TAB



3.2.a

				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				TRIPLE P INC DBA PETERS CONCRETE CO.		DAVID TENOR CORPORATION		VAN STRATEN CONSTRUCTION CO. INC.		WOOD SEWER & EXCAVATING, INC.	
W-02	Provide 10" PVC Water Main	LF	920	\$71.25	\$65,550.00	\$63.50	\$58,420.00	\$67.00	\$61,640.00	\$52.00	\$47,840.00
W-03	Provide 8" PVC Water Main	LF	5,980	\$58.00	\$346,840.00	\$52.00	\$310,960.00	\$61.00	\$364,780.00	\$60.00	\$358,800.00
W-04	Provide 6" PVC Water Main	LF	220	\$45.00	\$9,900.00	\$45.00	\$9,900.00	\$65.00	\$14,300.00	\$62.00	\$13,640.00
W-05	Provide 4" PVC Water Main	LF	45	\$45.00	\$2,025.00	\$80.00	\$3,600.00	\$65.00	\$2,925.00	\$69.00	\$3,105.00
W-06	Provide 3" PVC Water Main	LF	25	\$45.00	\$1,125.00	\$80.00	\$2,000.00	\$65.00	\$1,625.00	\$69.00	\$1,725.00
W-07	Provide 12" Valve	EA	4	\$2,750.00	\$11,000.00	\$2,850.00	\$11,400.00	\$3,000.00	\$12,000.00	\$2,700.00	\$10,800.00
W-08	Provide 10" Valve	EA	5	\$2,285.00	\$11,425.00	\$2,350.00	\$11,750.00	\$2,675.00	\$13,375.00	\$2,200.00	\$11,000.00
W-09	Provide 8" Valve	EA	26	\$1,600.00	\$41,600.00	\$1,650.00	\$42,900.00	\$1,800.00	\$46,800.00	\$1,600.00	\$41,600.00
W-10	Provide 6" Valve	EA	2	\$1,250.00	\$2,500.00	\$1,200.00	\$2,400.00	\$1,250.00	\$2,500.00	\$1,150.00	\$2,300.00
W-11	Provide 6" Live Cut-In Valve	EA	1	\$8,000.00	\$8,000.00	\$6,850.00	\$6,850.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00
W-12	Provide 4" Valve	EA	1	\$1,200.00	\$1,200.00	\$1,035.00	\$1,035.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
W-13	Provide 3" Valve	EA	1	\$1,200.00	\$1,200.00	\$1,035.00	\$1,035.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
W-14	Provide Hydrant (6.0 Bury)	EA	1	\$3,495.00	\$3,495.00	\$3,575.00	\$3,575.00	\$3,200.00	\$3,200.00	\$3,500.00	\$3,500.00
W-15	Provide Hydrant (6.5 Bury)	EA	9	\$3,550.00	\$31,950.00	\$3,615.00	\$32,535.00	\$3,300.00	\$29,700.00	\$3,500.00	\$31,500.00
W-16	Provide Hydrant (7.0 Bury)	EA	1	\$3,600.00	\$3,600.00	\$3,675.00	\$3,675.00	\$3,450.00	\$3,450.00	\$3,700.00	\$3,700.00
W-17	Provide Hydrant (7.5 Bury)	EA	2	\$3,650.00	\$7,300.00	\$3,715.00	\$7,430.00	\$3,550.00	\$7,100.00	\$3,800.00	\$7,600.00
WD-18	Relocate Hydrant	EA	1	\$600.00	\$600.00	\$650.00	\$650.00	\$700.00	\$700.00	\$2,800.00	\$2,800.00
WD-19	Provide Connection to Existing Water Main 8" x 8" Tapping Tee/Cut-In Tee	EA	4	\$2,200.00	\$8,800.00	\$2,650.00	\$10,600.00	\$500.00	\$2,000.00	\$2,300.00	\$9,200.00
WD-20	Provide Connection to Existing Water Main 6"x6" Cut-In Tee	EA	2	\$2,200.00	\$4,400.00	\$2,350.00	\$4,700.00	\$500.00	\$1,000.00	\$1,600.00	\$3,200.00
WD-21	Provide Connection to Existing Water Main 10" x 8" Cut-In Tee	EA	1	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$500.00	\$500.00	\$1,700.00	\$1,700.00
WD-22	Provide Connection to Existing Water Main	EA	14	\$1,500.00	\$21,000.00	\$1,300.00	\$18,200.00	\$1,000.00	\$14,000.00	\$1,300.00	\$18,200.00
WD-23	Provide Connection to Existing Water Main at Ninth and Cedar Intersection	LS	1	\$5,100.00	\$5,100.00	\$3,800.00	\$3,800.00	\$2,500.00	\$2,500.00	\$2,900.00	\$2,900.00
WD-24	Provide Water Main Offset	EA	3	\$2,500.00	\$7,500.00	\$1,350.00	\$4,050.00	\$1,900.00	\$5,700.00	\$2,300.00	\$6,900.00
WD-25	Provide 1" HDPE Water Service	LF	2,850	\$46.55	\$132,667.50	\$45.00	\$128,250.00	\$44.00	\$125,400.00	\$45.00	\$128,250.00
WD-26	Provide 1 1/2" HDPE Water Service	LF	35	\$55.00	\$1,925.00	\$51.00	\$1,785.00	\$45.00	\$1,575.00	\$46.00	\$1,610.00
WD-27	Provide 1" Corporation and Curb Stop	EA	117	\$310.00	\$36,270.00	\$390.00	\$45,630.00	\$375.00	\$43,875.00	\$460.00	\$53,820.00
WD-28	Provide 1 1/2" Corporation and Curb Stop	EA	1	\$700.00	\$700.00	\$600.00	\$600.00	\$400.00	\$400.00	\$600.00	\$600.00
WD-29	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	12	\$610.00	\$7,320.00	\$825.00	\$9,900.00	\$550.00	\$6,600.00	\$600.00	\$7,200.00
WD-30	Abandon/ Remove Water Main and Appurtenances	LS	1	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00

Attachment: 14-01 BID TAB (2000 : Consider Award of Project 14-01 Sewer and Water Relay and Street

PROJECT 14-01 SEWER & WATER RELAY & ST
BID TAB



3.2.a

				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				TRIPLE P INC DBA PETERS CONCRETE CO.		DAVID TENOR CORPORATION		VAN STRATEN CONSTRUCTION CO. INC.		WOOD SEWER & EXCAVATING, INC.	
WD-31	Provide Temporary Water to Properties on Sunnyview Ave	LS	1	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$7,500.00	\$7,500.00	\$2,600.00	\$2,600.00
STREET AND DRAINAGE											
SD-01	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	1,765	\$13.89	\$24,515.85	\$14.15	\$24,974.75	\$15.00	\$26,475.00	\$10.00	\$17,650.00
SD-02	Remove and Replace 24" Concrete Curb and Gutter	LF	2,820	\$26.00	\$73,320.00	\$26.50	\$74,730.00	\$28.00	\$78,960.00	\$22.00	\$62,040.00
SD-03	Provide Reinforcement for Curb and Gutter - 2 #4 Bars	LF	3,150	\$0.40	\$1,260.00	\$0.41	\$1,291.50	\$0.75	\$2,362.50	\$0.50	\$1,575.00
SD-04	Remove and Replace 8-inch Doweled Concrete Pavement and Base	SY	125	\$62.00	\$7,750.00	\$63.25	\$7,906.25	\$55.00	\$6,875.00	\$60.00	\$7,500.00
SD-05	Remove and Replace Concrete Drive- 6" Depth	SY	600	\$41.70	\$25,020.00	\$41.15	\$24,690.00	\$48.00	\$28,800.00	\$42.00	\$25,200.00
SD-06	Remove and Replace Concrete Sidewalk - 4" Depth	SY	200	\$40.80	\$8,160.00	\$40.25	\$8,050.00	\$46.00	\$9,200.00	\$41.00	\$8,200.00
SD-07	DELETED										
SD-08	Mill Asphaltic Concrete Pavement	SY	23,010	\$2.92	\$67,189.20	\$3.00	\$69,030.00	\$3.00	\$69,030.00	\$3.00	\$69,030.00
SD-09	Provide Asphaltic Concrete Pavement - Surface Course, Type E1, PG64-22	TONS	3,100	\$51.55	\$159,805.00	\$53.10	\$164,610.00	\$52.00	\$161,200.00	\$52.00	\$161,200.00
SD-10	Provide Asphaltic Concrete Pavement - Binder Course, Type E1, PG64-22	TONS	1,180	\$59.70	\$70,446.00	\$61.50	\$72,570.00	\$60.00	\$70,800.00	\$60.00	\$70,800.00
SD-11	DELETED										
SD-12	Detectable Warning Fields Yellow	EA	4	\$216.00	\$864.00	\$225.00	\$900.00	\$200.00	\$800.00	\$216.00	\$864.00
SD-13	Restoration on 227 Belle Avenue	LS	1	\$14,000.00	\$14,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,200.00	\$5,200.00
SPECIAL CONSTRUCTION											
SC-01	Adjust Inlet	EA	5	\$400.00	\$2,000.00	\$400.00	\$2,000.00	\$600.00	\$3,000.00	\$300.00	\$1,500.00
SC-02	Adjust Manhole	EA	11	\$375.00	\$4,125.00	\$400.00	\$4,400.00	\$600.00	\$6,600.00	\$340.00	\$3,740.00
SC-03	Reconstruct Manhole	VF	25	\$220.00	\$5,500.00	\$450.00	\$11,250.00	\$600.00	\$15,000.00	\$960.00	\$24,000.00
SC-04	Silt Fence	LF	220	\$2.00	\$440.00	\$2.00	\$440.00	\$3.00	\$660.00	\$2.00	\$440.00
SC-05	Inlet Protection, Type B	EA	44	\$40.00	\$1,760.00	\$45.00	\$1,980.00	\$75.00	\$3,300.00	\$60.00	\$2,640.00
SC-06	Exploration on Sanitary Laterals on Belle Avenue	LS	1	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00
SC-07	Provide Rock Filled Bags (CTH PP)	EA	100	\$8.00	\$800.00	\$8.00	\$800.00	\$30.00	\$3,000.00	\$40.00	\$4,000.00
SC-08	Polystyrene Insulation Board	LF	120	\$7.00	\$840.00	\$12.00	\$1,440.00	\$20.00	\$2,400.00	\$11.00	\$1,320.00
SC-09	Pipe Foundation Stabilization	CY	100	\$22.00	\$2,200.00	\$13.00	\$1,300.00	\$0.01	\$1.00	\$11.00	\$1,100.00
SC-10	Reconstruct Manhole on CTH PP	EA	3	\$6,000.00	\$18,000.00	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00	\$890.00	\$2,670.00
SC-11	Reconstruct Manhole Cone Section on CTH PP	EA	1	\$700.00	\$700.00	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$690.00	\$690.00
	TOTAL AMOUNT BID				\$1,683,948.05		\$1,739,542.50		\$1,796,003.50		\$1,797,984.00

Attachment: 14-01 BID TAB (2000 : Consider Award of Project 14-01 Sewer and Water Relay and Street

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: April 7, 2014

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Consider Award for Project 14-04 Concrete Street Reconstruction/Patching*

The Engineering Department received bids for Project 14-04 Concrete Street Reconstruction/Patching on March 27th. This work includes concrete street reconstruction and storm sewer on the west half of American Boulevard between Fortune Avenue and Scheuring Road as well as concrete patching on American Boulevard between Fortune Avenue and Red Maple Road. The bids received were as follows:

Bidder	Amount
Vinton Construction	\$814,750.22
Peters Concrete Company	\$879,168.56

The estimate for the project was \$830,600. Funding for this capital improvement will come from TID 6. The staff recommendation is to award the bid to Vinton Construction in the amount of \$814,750.22.

ATTACHMENTS:

- 14-04 Bid Tab(PDF)

PROJECT 14-04 CONCRETE STREET RECONSTRUCTION/PATCHING

BID TAB



				BIDDER NO. 1		BIDDER NO. 2	
				VINTON CONSTRUCTION COMPANY		PETERS CONCRETE COMPANY	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER							
ST-01	Remove and Replace 12" PVC Storm Sewer	LF	46	\$59.00	\$2,714.00	\$47.50	\$2,185.00
ST-02	Remove and Replace 15" PVC Storm Sewer	LF	52	\$59.75	\$3,107.00	\$62.00	\$3,224.00
ST-03	Remove and Replace 18" RCP Class III Storm Sewer	LF	32	\$58.50	\$1,872.00	\$56.00	\$1,792.00
ST-04	Remove and Replace 36" RCP Class III Storm Sewer	LF	23	\$152.00	\$3,496.00	\$100.00	\$2,300.00
ST-05	Remove and Replace 29" x 45" RCP Horizontal Elliptical Class HE-III Storm Sewer	LF	24	\$147.00	\$3,528.00	\$137.00	\$3,288.00
ST-06	Remove and Replace 4' Diameter Storm Manhole	VF	16	\$450.00	\$7,200.00	\$385.00	\$6,160.00
ST-07	Remove and Replace 5' diameter Storm Manhole	VF	6	\$500.00	\$3,000.00	\$515.00	\$3,090.00
ST-08	Remove and Replace 6' Diameter Storm Manhole	VF	6	\$550.00	\$3,300.00	\$660.00	\$3,960.00
ST-09	Install Concrete Collar	EACH	4	\$450.00	\$1,800.00	\$250.00	\$1,000.00
ST-10	Type B Inlet	EACH	6	\$1,950.00	\$11,700.00	\$2,100.00	\$12,600.00
STREET AND DRAINAGE CONSTRUCTION							
SD-01	Pavement Removal	SY	12,830	\$1.99	\$25,531.70	\$4.30	\$55,169.00
SD-02	Unclassified Excavation	CY	1,350	\$17.50	\$23,625.00	\$10.30	\$13,905.00
SD-03	1 1/4-inch Crushed Aggregate Base Course	TON	2,420	\$9.50	\$22,990.00	\$14.25	\$34,485.00
SD-04	Asphaltic Concrete Pavement Type E-1 (PG64-22) Upper Layer - 1.75"	TON	35	\$105.00	\$3,675.00	\$105.00	\$3,675.00
SD-05	Asphaltic Concrete Pavement Type E-1 (PG64-22) Lower Layer - 2.25"	TON	45	\$130.00	\$5,850.00	\$130.00	\$5,850.00
SD-06	Concrete Curb & Gutter Integral	LF	5,560	\$8.50	\$47,260.00	\$8.50	\$47,260.00
SD-07	Concrete Curb and Gutter	LF	10	\$30.00	\$300.00	\$30.00	\$300.00
SD-08	9" Doweled Concrete Pavement	SY	11,600	\$33.49	\$388,484.00	\$33.50	\$388,600.00
SD-09	9" Doweled Concrete Pavement Patch	SY	2,500	\$54.59	\$136,475.00	\$62.80	\$157,000.00
SD-10	Concrete Median Sloped Nose	SF	905	\$6.00	\$5,430.00	\$6.00	\$5,430.00
SD-11	Remove and Replace Concrete Sidewalk or Driveway 9-inch	SY	425	\$45.00	\$19,125.00	\$43.55	\$18,508.75
SD-12	Remove and Replace Concrete Sidewalk and Ramps 6-inch	SY	65	\$39.78	\$2,585.70	\$37.00	\$2,405.00
SD-13	Concrete Sidewalk Trail 4-inch	SY	520	\$27.00	\$14,040.00	\$27.00	\$14,040.00
SD-14	Drilled Tie Bars	EACH	350	\$7.00	\$2,450.00	\$7.00	\$2,450.00
SD-15	Drilled Dowel Bars	EACH	700	\$12.00	\$8,400.00	\$12.00	\$8,400.00
SD-16	Detectable Warning Field Yellow	EACH	5	\$225.00	\$1,125.00	\$225.00	\$1,125.00
SD-17	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	7,100	\$4.00	\$28,400.00	\$5.30	\$37,630.00
SPECIAL CONSTRUCTION							
SP-01	Inlet Protection, Type B	EACH	18	\$100.00	\$1,800.00	\$50.00	\$900.00
SP-02	Erosion Control Revegetation Mat, Class I	SY	55	\$5.00	\$275.00	\$5.00	\$275.00
SP-03	Tracking Pad	EACH	1	\$0.01	\$0.01	\$700.00	\$700.00
SP-04	Adjust Inlet	EACH	12	\$150.00	\$1,800.00	\$150.00	

PROJECT 14-04 CONCRETE STREET RECONSTRUCTION/PATCHING

BID TAB



				BIDDER NO. 1		BIDDER NO. 2	
				VINTON CONSTRUCTION COMPANY		PETERS CONCRETE COMPANY	
SP-05	Adjust Manhole	EACH	1	\$250.00	\$250.00	\$300.00	\$300.00
SP-06	Pavement Marking Epoxy 4-inch White	LF	3,625	\$0.85	\$3,081.25	\$0.85	\$3,081.25
SP-07	Pavement Marking Epoxy 8-inch White	LF	1,105	\$1.50	\$1,657.50	\$1.50	\$1,657.50
SP-08	Pavement Marking Stop Line Epoxy 18-inch	LF	50	\$9.75	\$487.50	\$9.75	\$487.50
SP-09	Pavement Marking Crosswalk Epoxy 12-inch	LF	180	\$8.50	\$1,530.00	\$8.50	\$1,530.00
SP-10	Temporary Pavement Marking Reflective Tape 4-inch Yellow	LF	10,200	\$0.94	\$9,588.00	\$0.94	\$9,588.00
SP-11	Temporary Pavement Marking Stopline Removable Tape 18-inch	LF	12	\$1.88	\$22.56	\$1.88	\$22.56
SP-12	Traffic Control	LS	1	\$10,195.00	\$10,195.00	\$16,695.00	\$16,695.00
SP-13	Traffic Control Detour Route	LS	1	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
SP-14	Traffic Control Signs PCMS	DAY	56	\$50.00	\$2,800.00	\$50.00	\$2,800.00
SP-15	Sanitary Lateral Excavation	LS	1	\$1,000.00	\$1,000.00	\$700.00	\$700.00
TOTAL BID					\$814,750.22		\$879,168.56

Attachment: 14-04 Bid Tab (2028 : Consider Award for Project 14-04 Concrete Street Reconstruction/Patching)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

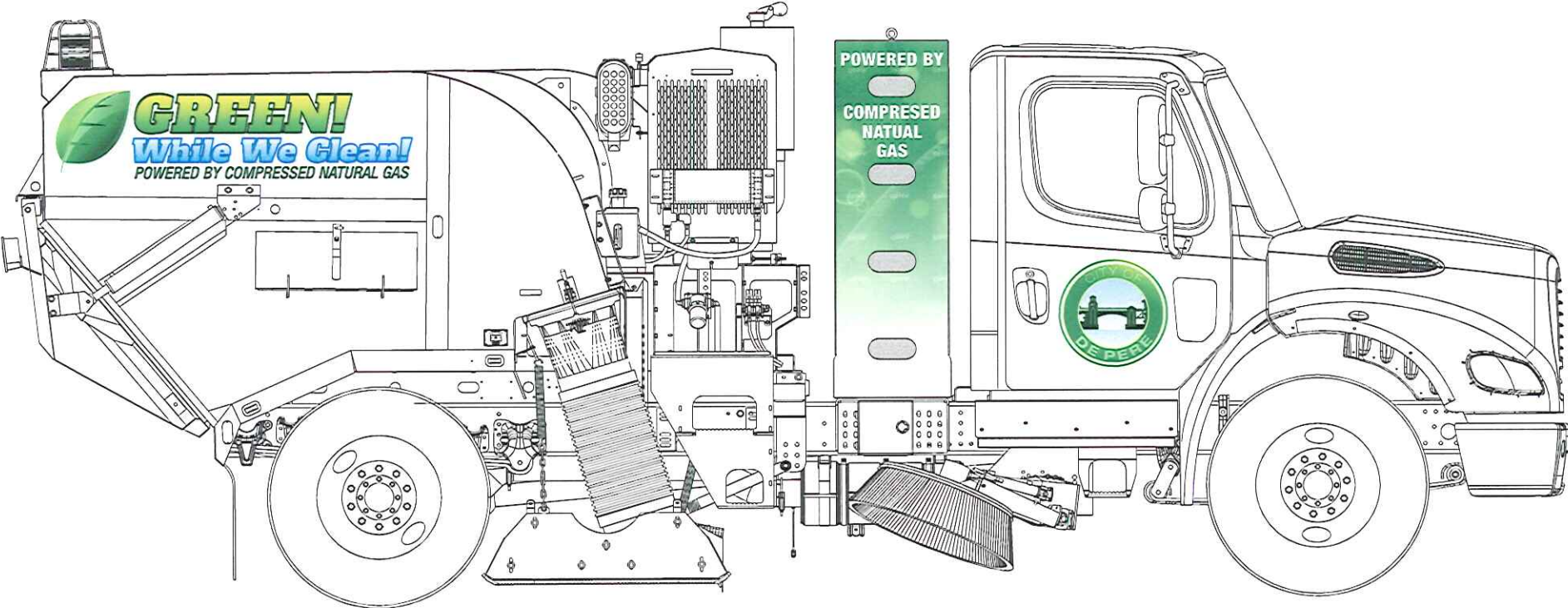
MEETING DATE: April 7, 2014
DEPARTMENT: Public Works
FROM: Scott Thoresen
SUBJECT: Consider Street Sweeper Decals

The City recently purchased a new compressed natural gas engine street sweeper. This sweeper is unique in the fact it uses compressed natural gas for fuel instead of standard diesel fuel. Since it is part of the City's sustainable practices we would like to promote it by having decals installed that say "Green While We Clean". (See attached) The costs of the decals are included as part of the purchase of this sweeper. Staff recommends installing these decals.

If you have any questions on this matter please feel free to contact me.

ATTACHMENTS:

- De Pere Street Sweeper Decal Photos (PDF)



Client: City of DePere
Contact: Al Luberdia
Salesperson: Paul Gregoire
Designer: Troy Kelly
Date: April 3rd, 2014
File Name: City of DePere - 3352 - Street Sweeper Graphics

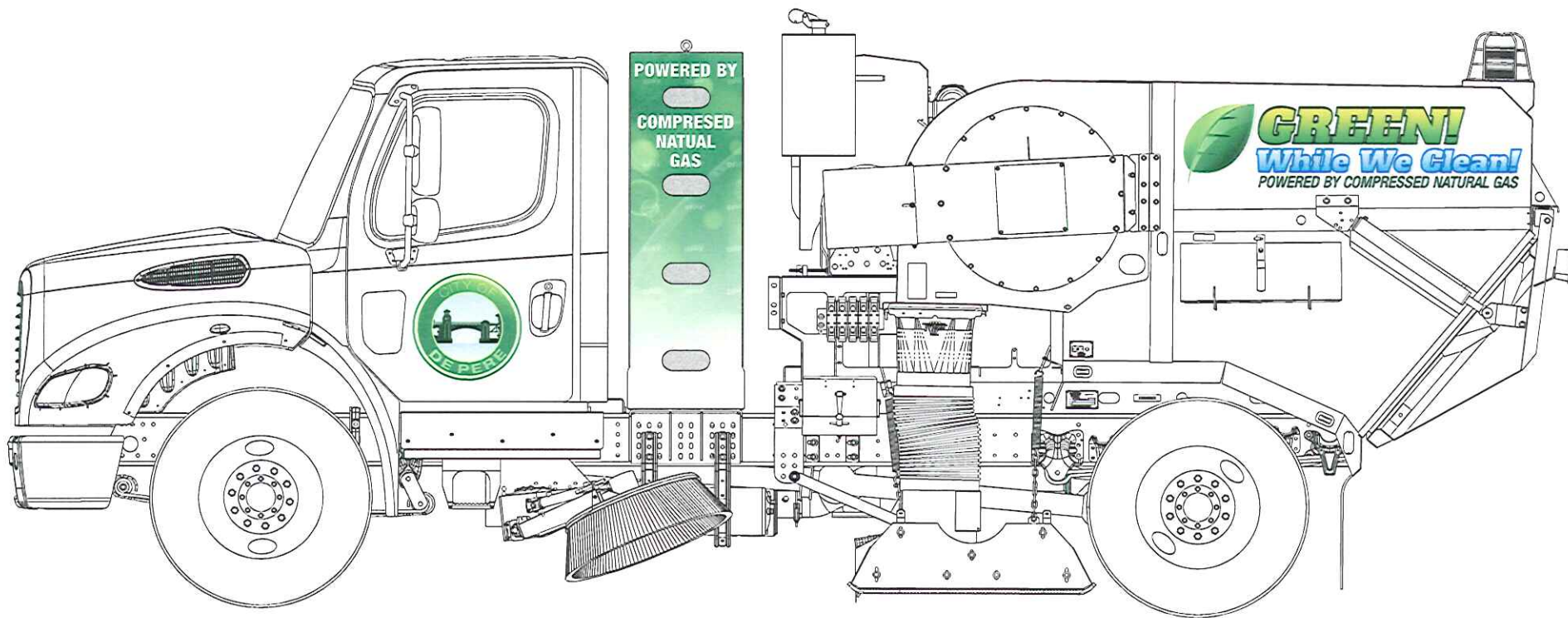
REVISIONS	

NOTES

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Acceptance of Sketch:

Date:



Client: City of DePere
Contact: Al Luberd
Salesperson: Paul Gregoire
Designer: Troy Kelly
Date: April 3rd, 2014
File Name: City of DePere - 3352 - Street Sweeper Graphics

REVISIONS	

NOTES

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Acceptance of Sketch: _____ Date: _____



Client: City of DePere
Contact: Al Luberd
Salesperson: Paul Gregoire
Designer: Troy Kelly
Date: April 3rd, 2014
File Name: City of DePere - 3352 - Street Sweeper Graphics

REVISIONS	

NOTES

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Acceptance of Sketch: _____ Date: _____

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: April 7, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Engineering Technical Services Regarding Installation of Sprint's Wireless Antennae Facilities on Matthew Street Water Tower*

The City received a request from Sprint regarding installation of wireless antennae facilities on the City's Matthew Street water tower. (See request). As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by Sprint. Staff has received payment from Sprint for funding the engineering services to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the Matthew Street water tower.

ATTACHMENTS:

- Sprint - Matthew St. tower -request (PDF)
- Dixon - Sprint - Matthew Tower (PDF)



January 22, 2014

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

RE: Tower Lease Agreement between the City of De Pere and Alamosa Wisconsin Properties, LLC, successor in interest to Alamosa (Wisconsin) Limited Partnership (Sprint or Tenant), dated July 19, 2000 (Site Agreement), with respect to the real property located at 1725 E. Matthew Dr., De Pere, WI 54115 (Site), Cascade No. ML15AL011

Dear Mr. Thoresen,

This letter is to advise you that it will be necessary within the near future for Sprint to make certain physical modifications to equipment within Tenant's premises at the Site. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of Tenant's facility, and are needed for Tenant to make optimal use of the Site for the purposes intended by the Site Agreement. As described below, these modifications should have no significant impact on Landlord's property or operations. However, in accordance with the Site Agreement, Tenant requests that Landlord acknowledge notice of, and consent to, the following modifications:

Adding three (3) antennas and three (3) remote radio heads.

Landlord's acknowledgement of notice and consent will not increase the size or amount of space being used by Tenant under the Site Agreement unless specifically stated above.

Please indicate your acknowledgement and consent by signing below and returning one copy of this letter to me at the address set forth below.

Thank you in advance for your prompt attention to this matter.

Regards,

Michael Walker
NTP Wireless, an authorized representative of Sprint
4619 N. Ravenswood Ave., Suite 301, Chicago, IL 60640
(773) 275-5712, ext. 406
Michael.Walker@NTPWireless.com

ACKNOWLEDGED AND AGREED TO:
City of De Pere

Printed Name: _____

Title: _____

Date: _____, 201__
(Date must be completed)

Proposal/Contract Agreement for Antennas

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

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

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Seven Thousand Four Hundred dollars \$7,400. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

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

3.01 SIGNATURES

Chris Kreiner

03/04/14

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

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

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

5.01 Termination

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

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

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

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

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

8.02 Severability

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

8.03 Headings

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

SCHEDULE A

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

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

SCHEDULE B

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

I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
 - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,300.
 - 2. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,350. (Site Walk prerequisite \$1,150)
- B. Owner shall pay DIXON the following line items times the number of units used:
 - 1. Schedule A, Item III
 - A. **(1)** Preconstruction Meetings \$950 per meeting
 - B. **(4)** Installation and Post Inspections \$950 per inspection

II INVOICES

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

SCHEDULE C

Antenna Engineering Services Fees

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

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

Expenses:

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

FEES EFFECTIVE THROUGH JUNE 30, 2014

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: April 7, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

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

The City received a request from Sprint regarding installation of wireless antennae facilities on the City's Merrill Street water tower. (See request). As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by Sprint. Staff has received payment from Sprint for funding the engineering services to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the Merrill Street water tower.

ATTACHMENTS:

- Sprint - Merrill St. tower -request (PDF)
- Dixon - Sprint - Merrill Tower (PDF)



January 22, 2014

City of De Pere (Landlord)
Attn: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

RE: Tower Lease Agreement between the City of De Pere and Alamosa Wisconsin Properties, LLC, (Sprint or Tenant), dated January 28, 2002 (Site Agreement), with respect to the real property located at 1501 Merrill Street De Pere, WI (Site), Cascade No. ML15AL097.

Dear Sir or Madam:

This letter is to advise you that it will be necessary within the near future for Sprint to make certain physical modifications to equipment within Tenant's premises at the Site. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of Tenant's facility, and are needed for Tenant to make optimal use of the Site for the purposes intended by the Site Agreement. As described below, these modifications should have no significant impact on Landlord's property or operations. However, in accordance with the Site Agreement, Tenant requests that Landlord acknowledge notice of, and consent to, the following modifications:

Adding three (3) antennas and three (3) remote radio heads.

Landlord's acknowledgement of notice and consent will not increase the size or amount of space being used by Tenant under the Site Agreement unless specifically stated above.

Please indicate your acknowledgement and consent by signing below and returning one copy of this letter to me at the address set forth below.

Thank you in advance for your prompt attention to this matter.

Regards,

Sarah A. Oppenheim
NTP Wireless, an authorized representative of Sprint

4619 N. Ravenswood Ave., Ste. 301
Chicago, IL 60640
773.275.5712 Ext. 260
sarah.oppenheim@ntpwireless.com

ACKNOWLEDGED AND AGREED TO:
City of De Pere

Printed Name: _____

Title: _____

Date: _____, 201____
(Date must be completed)

Proposal/Contract Agreement for Antennas

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

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

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Seven Thousand Four Hundred** dollars **\$7,400**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

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

3.01 SIGNATURES

Chris Kreiner

03/04/14

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

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

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

5.01 Termination

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

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

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

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

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

8.02 Severability

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

8.03 Headings

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

SCHEDULE A

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

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

SCHEDULE B

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

I PAYMENT

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

1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,300.
2. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,350. (Site Walk prerequisite \$1,150)

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

1. Schedule A, Item III
 - A. **(1)** Preconstruction Meetings \$950 per meeting
 - B. **(4)** Installation and Post Inspections \$950 per inspection

II INVOICES

A. Invoices will be compiled monthly.

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

SCHEDULE C

Antenna Engineering Services Fees

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

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

Expenses:

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

FEES EFFECTIVE THROUGH JUNE 30, 2014

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: April 7, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider AT&T's Amendment to Current Lease Agreement on Matthew's Water Tower*

The City received a request from AT&T to install a backup generator on site at the Matthew's water tower. In order to install the generator, AT&T needed additional space that was outside their original lease agreement therefore AT&T needed to amend the current lease agreement. The attached amendment to the tower lease agreement includes the additional area for the generator. In addition, the rent increased to \$8,500 per quarter (\$34,000 per year). The current rent before this amendment is \$31,199 per year. The yearly revenues received for the lease goes into the water utility operating budget.

Staff recommends approving the proposed amendment to AT&T's current lease for Matthew's water tower.

ATTACHMENTS:

- AT&T Lease Amendment (PDF)

Market: Central-IL/WI
Cell Site Number: WI6303
Cell Site Name: Matthews Water Tank
Fixed Asset Number: 10096531

**FIRST AMENDMENT TO TOWER LEASE AGREEMENT
MATTHEW STREET TOWER**

THIS FIRST AMENDMENT TO TOWER LEASE AGREEMENT MATTHEW STREET TOWER dated as of the latter of the signature dates below (this "First Amendment"), is by and between City of De Pere, a Wisconsin municipal corporation, having a mailing address of 335 South Broadway, De Pere, Wisconsin 54115 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

WITNESSTH:

WHEREAS, Landlord and Tenant entered into a Tower Lease Agreement Matthew Street Tower Agreement dated November 10th, 2005 and last executed on November 29th, 2005, whereby Landlord leased to Tenant certain Leased Premises, therein described, that are a portion of the Property located at 1725 East Matthew Drive, De Pere, Wisconsin 54115 ("Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to increase the size of the ground space to accommodate Tenant's additional equipment; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend various other sections of the Agreement as set forth in this First Amendment; and

WHEREAS, Landlord and Tenant desire, in their mutual interest, to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. New Premises Area. Subject to the terms and conditions of the Agreement and this First Amendment, Landlord leases to Tenant the additional premises described on attached Exhibit 1-A ("New Premises Area"). The Leased Premises under the Agreement prior to this

First Amendment, in addition to the New Premises Area under this First Amendment, shall be the Leased Premises under the Agreement for all purposes under the Agreement.

2. Generator. Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) a concrete pad, generator, back-up power supply and related equipment within the New Premises Area, and such improvements and equipment shall be considered "Tenant Facilities" under the Agreement. All provisions of the Agreement relating to the installation of improvements, including, but not limited to, all provisions of Section 6 of the Agreement concerning installation, access and utilities, shall apply to installation of improvements and equipment on the New Premises Area. Tenant shall have the right to access the New Premises Area as provided in the Agreement, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Tenant, and Tenant shall have the right to remove or modify it as provided in the Agreement.

3. Rent Increase. Commencing the last date of execution shown on this First Amendment ("Increase Commencement Date"), Rent shall be increased to Thirty Four Thousand and 00/100 Dollars (\$34,000.00) per year, payable at Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00) per quarter subject to further adjustments, if any, as provided in the Agreement; and provided further that for any partial month occurring after the Increase Commencement Date, the increased Rent amount shall be pro-rated. Quarterly Rent installments shall be paid on March 31st, June 30th, September 30th, and December 31st of each year. The New Premises Area shall be deemed part of the Leased Premises as of the Increase Commencement Date.

4. Installation; Landlord's Option to Terminate. Tenant shall begin installation of the generator within one hundred twenty (120) days of entering into this First Amendment. If Tenant fails to complete installation of the generator within twelve (12) months of the signature of the Mayor on this First Amendment, even though all rent payments have been made, Landlord may choose to terminate Tenant's lease of the New Premises Area. If termination is chosen, Landlord will inform Tenant in writing. All portions of this First Amendment not directly related to the New Premises Area shall survive such termination and this First Amendment will remain in full force and effect as to those provisions.

5. Amendment of Subsection 6(e). Subsection 6(e) of the Agreement is modified by deleting the last sentence of the subsection in its entirety and replacing it with the following:

Tenant will pay Landlord for any emergency labor overtime costs, administrative fees, and equipment costs incurred in providing emergency response at Tenant's request upon receipt of itemized billing.

6. Amendment of Section 6. Section 6 of the Agreement is amended to add subsection (p) as follows:

(p) Tenant will pay Landlord for all engineering, labor, administrative, and equipment costs reasonably incurred in the installation, maintenance, repair,

modification, improvement or removal of antenna facilities upon receipt of itemized billing.

7. Amendment of Section 10. Section 10 of the Agreement is amended to add subsection (d) as follows:

(d) Upon termination of this Lease prior to the expiration of the initial term or any renewal term other than (i) termination by Tenant due to the default of Landlord pursuant to Section 10(a)(i) of this Lease, (ii) termination by Landlord due to unsoundness of the Tower pursuant to Section 10(a)(iv) of this Lease, (iii) termination by Landlord if Tenant's use of the Property becomes illegal under Section 10(a)(v) of this Lease, (iv) termination by Landlord if Landlord determines the Leases Premises are needed by Landlord under Section 10(a)(vi) of this Lease, or (v) termination by Tenant if the Property, Tower, or Antenna Facilities are destroyed or damaged so as, in Tenant's judgment, to render the site unusable as an antenna facility under Section 12 of this Lease, Tenant shall pay to Landlord an early termination fee (the "Early Termination Fee") as follows:

(A) If forty-eight (48) or more full or partial months remain in the Lease term, Tenant shall pay to Landlord an Early Termination Fee equal to four (4) years' Rent, including annual Rent increases of four percent (4%) per year as calculated under Section 4(a) of this Lease.

(B) If thirty-six (36) to forty-seven (47) full or partial months remain in the Lease term, Tenant shall pay to Landlord an Early Termination Fee equal to three (3) years' Rent, including annual Rent increases of four percent (4%) per year as calculated under Section 4(a) of this Lease.

(C) If twenty-five (25) to thirty-five (35) full or partial months remain in the Lease term, Tenant shall pay to Landlord an Early Termination Fee equal to two years' Rent, including annual Rent increases of four percent (4%) per year as calculated under Section 4(a) of this Lease.

(D) If twenty-four (24) or less full or partial months remain in the Lease term, Tenant shall pay to Landlord an Early Termination Fee equal to one year's Rent, including an annual Rent increase of four percent (4%) as calculated under Section 4(a) of this Lease.

The Early Termination Fee shall be due and payable in full on the last day of the Lease term.

8. Amendment of Subsection 11(c). Subsection 11(c) of the Agreement is modified by deleted the second sentence in its entirety and replacing said second sentence with the following:

Limits of liability not less than \$2,000,000 each occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury/advertising injury, \$10,000 medical payment limits, and \$4,000,000 general aggregate.

9. **Amendment of Section 14.** Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

14. Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WI6303; Cell Site Name: Matthews Water Tank
Fixed Asset #: 10096531; State Where Site Located: Wisconsin
575 Morosgo Drive NE,
Suite 13-F West Tower,
Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Re: Cell Site #: WI6303; Cell Site Name: Matthews Water Tank
Fixed Asset #: 10096531; State Where Site Located: Wisconsin
AT&T Legal Department – Network
208 S. Akard Street
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:

City of De Pere
Attn: City Administrator
335 South Broadway
De Pere, Wisconsin 54115

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

10. Amendment of Section 19. Section 19 of the Agreement is hereby deleted in its entirety and replaced with the following:

19. Remedies on Default. In the event of any default by Tenant, Landlord may, in addition to any other remedy it may have under law, serve a written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than ten (10) calendar days after the date of service of such notice, and this Lease shall expire on the date so specified as if that date had been originally fixed as the expiration date of the term granted herein. In the event this Lease is so terminated, Tenant shall immediately pay Landlord a sum of money equal to the total of (a) the unpaid consideration accrued through the date of termination; (b) the Early Termination Fee required under Section 10(d) of this Lease; and (c) all other amounts reasonably necessary and documented to compensate Landlord for damages caused by Tenant's failure to perform.

11. Amendment of Section 24. Section 24 of the Agreement is hereby deleted in its entirety and replaced with the following:

24. Attorneys' Fees. Tenant covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses which shall be made and incurred by Landlord in the negotiation and preparation of this Lease and any amendments. This Lease or any amendment to this Lease shall not become effective until such fees and costs are paid.

12. Memorandum of Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 2. Either party may record this memorandum at any time, in its absolute discretion.

13. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Agreement shall apply to the New Premises Area.

14. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

Signatures on next page
Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"LANDLORD"

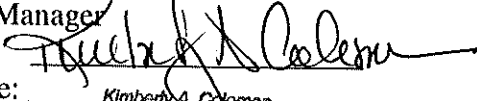
City of De Pere

By: _____
 Name: Michael J. Walsh
 Title: Mayor
 Date: _____

Attest: _____
 Name: Shana L. Defnet
 Title: Clerk-Treasurer
 Date: _____

"TENANT"

New Cingular Wireless PCS, LLC
 a Delaware limited liability company

By: AT&T Mobility Corporation
 Its: Manager
 By: 
 Name: Kimberly A. Coleman
 Title: Sr Real Estate & Construction Manager
 Date: 2-28-14

TENANT ACKNOWLEDGEMENT

STATE OF Illinois)
) ss:
 COUNTY OF Cook)

On the 28th day of Feb, 2014, before me personally appeared Kimberly A. Coleman, and acknowledged under oath that he is the Sr Real Estate & Construction Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.



Lisa M. Castello
 Notary Public: Lisa M. Castello
 My Commission Expires: 11/8/15

LANDLORD ACKNOWLEDGEMENTCORPORATE ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
 COUNTY OF BROWN)

I CERTIFY that on _____, 20____, Michael J. Walsh personally came before me and acknowledged under oath that he:

- (a) is the Mayor of City of De Pere, the municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipal corporation and
- (c) executed the instrument as the act of the municipal corporation.

 Notary Public, State of Wisconsin
 My Commission Expires: _____

[illegible]

I CERTIFY that on _____, 2014, Shana L. Defnet personally came before me and acknowledged under oath that she:

(a) is the Clerk-Treasurer of City of De Pere, the municipal corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the municipal corporation and

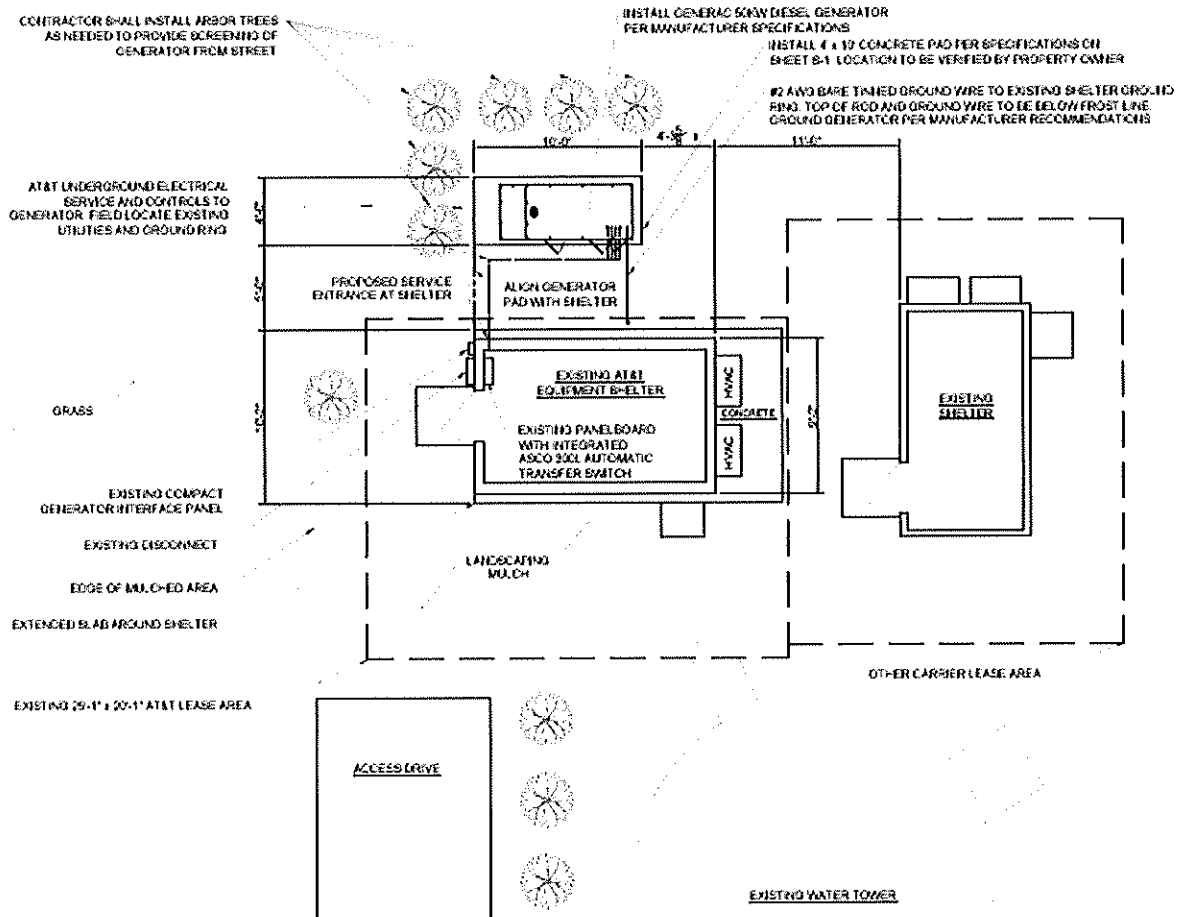
(c) executed the instrument as the act of the municipal corporation.

Notary Public, State of Wisconsin
My Commission Expires: _____

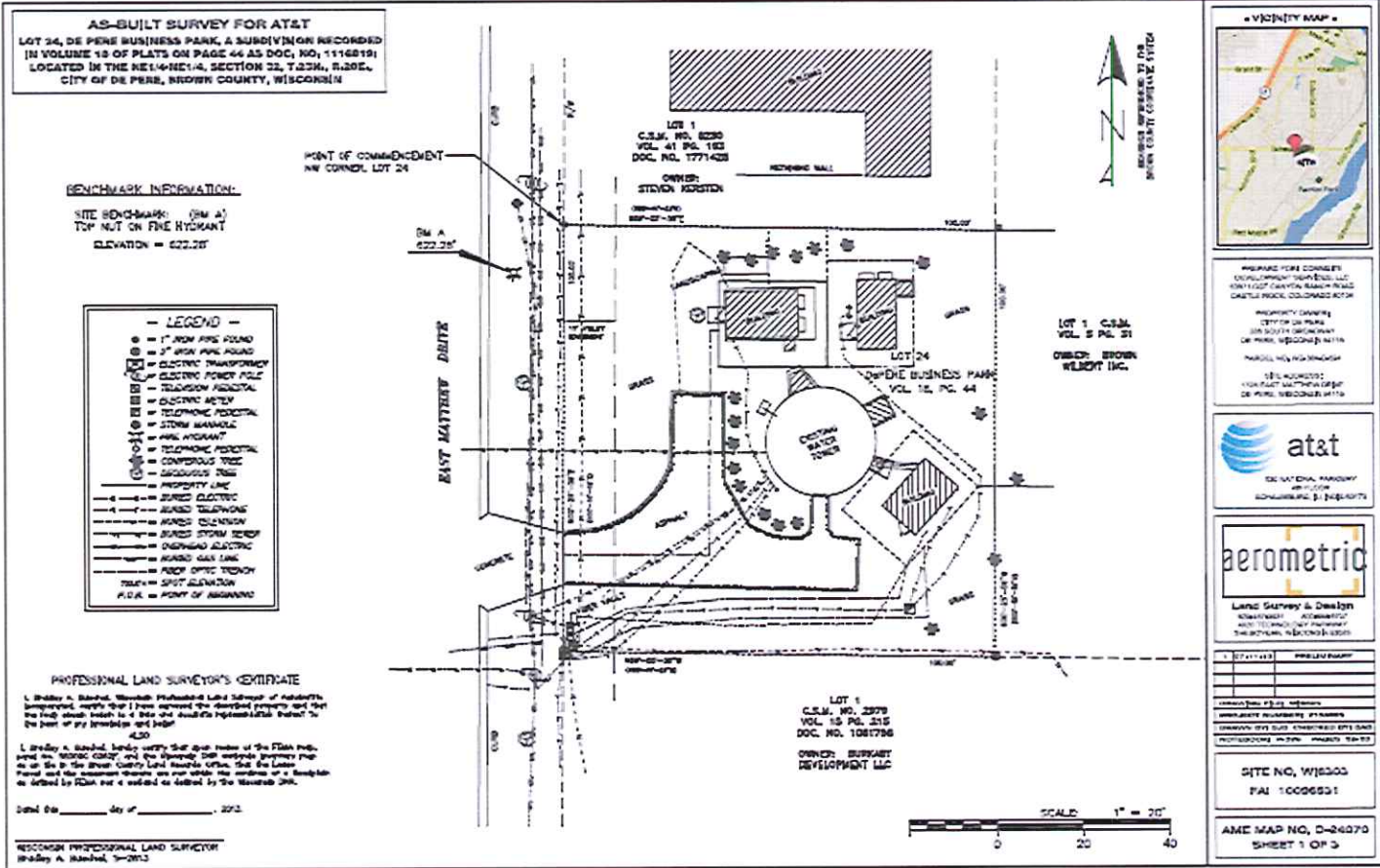
EXHIBIT 1-A

Page 1 of 2

New Premises Area



AS BUILT SURVEY



ATTACHMENT 2

MEMORANDUM OF LEASE

Prepared by:April ElliottGeneral Dynamics Wireless Services1325 Wiley Rd., Suite 136Schaumburg, IL 60173Return to:Gwendolyn JamesGeneral Dynamics Wireless Services1325 Wiley Rd., Suite 136Schaumburg, IL 60173

Re: Cell Site # WI6303; Cell Site Name: Matthews Water Tank
Fixed Asset Number: 10096531
State: Wisconsin
County: Brown

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between City of De Pere, a Wisconsin municipal corporation, having a mailing address of 335 South Broadway, De Pere, Wisconsin 54115 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a certain Tower Lease Agreement Matthew Street Tower ("**Agreement**") on the 10th day of November, 2005, as amended by that certain First Amendment to Tower Lease Agreement Matthew Street Tower, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term is five (15) years ("**Initial Term**") commencing on November 29, 2005, with two (2) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Leased Premises**") is described in **Exhibit 1** annexed hereto.

provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of De Pere

By: _____
Name: Michael J. Walsh
Title: Mayor
Date: _____

Attest: _____
Name: Shana L. Defnet
Title: Clerk-Treasurer
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.

 Notary Public: _____
 My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT**CORPORATE ACKNOWLEDGEMENT**

STATE OF WISCONSIN)
) ss.
 COUNTY OF BROWN)

I CERTIFY that on _____, 20__, Michael J. Walsh personally came before me and acknowledged under oath that he:

- (a) is the Mayor of City of De Pere, the municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipal corporation and
- (c) executed the instrument as the act of the municipal corporation.

 Notary Public, State of Wisconsin
 My Commission Expires: _____

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EXHIBIT 1**DESCRIPTION OF PREMISES**

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to the Memorandum of Lease dated _____, 20____, by and between City of De Pere, a Wisconsin municipal corporation, as Landlord, and New Cingular Wireless PCS LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as a 30' x 25' 1" portion of the following property:

Lot 24, De Pere Business Park, A Subdivision recorded in Volume 18 of Plats on page 44 as Doc. No. 1116819; located in the NE ¼-NE ¼, Section 32, T.23N., R.20E., City of De Pere, Brown County, Wisconsin