



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Wednesday, February 22, 2023

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **February 22, 2023** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.

Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the February 7, 2023 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.
5. Recommendation from the Board of Park Commissioners to Allocate the \$42,000 in Funds from Beer Garden to the Nelson Family Pavilion.
6. Lawrence Drive Reconstruction Update.
7. Recommendation from the Board of Public Works to Reject Proposals for Enterprise Drive Reservoir Cleaning and Overcoating.
8. Recommendation from the Board of Public Works on Award of Contract 23-05 Sidewalk and Curb Repairs to Highway Landscapers, Inc. in the amount of \$354,410.
9. Recommendation from the Board of Public Works on Award of Contract 23-06 Concrete Street Repairs to Sommers Construction Co., Inc. in the amount of \$454,436.70.
10. Recommendation from the Board of Public Works on Award of Contract 23-13 Crackfilling to Asphalt Seal and Repair, Inc. in the amount of \$111,875.
11. Recommendation from the Board of Public Works on Award of Contract 23-15 Sewer Televising to Green Bay Pipe & TV, LLC in the amount of \$50,085.
12. Report From Police on Sex Offender Compliance.

13. Update from Development Services Department Regarding the Status of Potential Development Sites and Development Projects in the Downtown and Business Parks.
14. Ordinance #23-03 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23; Schedules B and G).
15. Resolution #23-09 Authorizing Agreement for Consulting Services Between the City of De Pere and KLM Engineering, Incorporated (Enterprise Reservoir and Ninth Street Tower Inspections).
16. Resolution #23-10 Authorizing Agreement for Consulting Services Between the City of De Pere and KLM Engineering, Incorporated (Enterprise Reservoir Mixer Installation).
17. Resolution #23-11 Authorizing Agreement for Consulting Services Between the City of De Pere and Ferguson Enterprises, LLC d/b/a Ferguson Waterworks (2023 Leak Detection Survey).
18. Resolution #23-12 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2023 Construction Materials Testing).
19. Resolution #23-13 Authorizing Agreement for Contractor Services Between the City of De Pere and Professional Services Industries, Inc. (2023 Soil Borings).
20. Resolution #23-14 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking-Curb & Gutter and Sidewalk).
21. Resolution #23-15 Authorizing Agreement for Contractor Services Between the City of De Pere and All Star Cutting & Coring, LLC (Concrete Grinding Sidewalk-Various Locations).
22. Resolution #23-16 Authorizing Third Amendment to Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc. (Grant Identification, Solicitation and Management Services).
23. Resolution #23-17 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (AT&T Mobile Wireless Antenna Installation-Merrill Street Water Tower).
24. Resolution #23-18 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (AT&T Mobile Wireless Antenna Installation-Matthew Street Water Tower).
25. Resolution #23-19 Approving State/Municipal Financial Agreement for a State - LET Highway Project (STH 32 from Merrill Street to Cook Street).
26. Resolution #23-20 Rescinding Property Tax (Parcel WD-657).
27. Voucher approval.
28. Future agenda items.
29. Discussion and Possible Action on Potential Acquisition of Private Property for Public Purposes.

PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the

investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

30. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Steve Neumann, Ferguson Waterworks LLC
Joe Hoban, Dixon Engineering
KLM Engineering
Ben Andrews, MSA
Tim Pagel, Highway Landscapers
Sommers Construction
Jim Stepanek, Asphalt Seal & Repair
Green Bay Pipe & TV
Kyle Schoenebeck, Badger Concrete Lifting
Tom Tennessen, All Star Cutting & Coring
Bay Area Testing & Consulting
Patrick Bray, Professional Services Industries
Chuck Karow, Mead & Hunt



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the February 7, 2023 Common Council meeting.

ATTACHMENTS:

- 2-7-23 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Draft Minutes

Tuesday, February 7, 2023

7:30 PM

Council Chambers and Virtual

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Pamela Gantz	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Devin Perock	Aldersperson	Present	
John Quigley	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the January 17, 2023 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Pamela Gantz, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.

None.

5. Presentation of 2022 De Pere TV Annual Report.

Video Production Specialist Justine Braun reviewed De Pere TV's 2022 programming, which includes meeting blocks, syndicated programs, PSAs from state agencies, and city-produced content. She also reviewed viewership numbers and reported that staff began publishing to YouTube as well in July of 2022. Justine also answered questions about a possible deal to air De Pere TV on TDS, as well as exploring avenues to collaborate on classroom education.

6. Recommendation from the Board of Park Commissioners to approve Amerilux as Main Sponsor of the 2023 De Pere Beer Gardens.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dean Raasch, Alderperson
SECONDER: Shana Defnet Ledvina, Alderperson
AYES: Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

7. Recommendation from the License Committee regarding the Application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for Smeckett Adventures LLC (DBA Cycling Brews Taproom), 1109 Honey Ct. Suite B. Submitted by Smeckett Adventures LLC, Agent: Joshua Smits, Green Bay, WI.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dan Carpenter, Alderperson
SECONDER: Pamela Gantz, Alderperson
AYES: Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

8. Recommendation from the License Committee on the request by Troy Noack to appear before the License Committee regarding the denial of his Operator Application. Tabled at the January 17, 2023 meeting.

RESULT: APPLICATION APPROVED [UNANIMOUS]
MOVER: Dan Carpenter, Alderperson
SECONDER: Devin Perock, Alderperson
AYES: Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

9. Recommendation from Plan Commission to approve an extraterritorial 4 lot certified survey map at 4546 Trellis DR in the Town of Ledgeview (Parcels D-395-3, D-395-4, D-2028).

RESULT: APPROVED [UNANIMOUS]
MOVER: Jonathon Hansen, Alderperson
SECONDER: Amy Chandik Kundinger, Alderperson
AYES: Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

10. Recommendation from Plan Commission to approve an extraterritorial 2 lot certified survey map at 3300 BLK Lost Dauphin RD in the Town of Lawrence (Part of Parcel L-27-1).

RESULT: APPROVED [UNANIMOUS]
MOVER: John Quigley, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

11. Recommendation from Plan Commission to approve a 3-lot final extraterritorial plat of Shady Court Subdivision at 2400 BLK Little Rapids RD in the Town of Lawrence (Parcel L-458-7).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

12. Resolution #23-06 Approving Memorandum of Understanding Between the City of De Pere and Brown County Regarding East River Trail Cleanup Project.

Parks Director Marty Kosobucki explained the purpose of the water trail designation, and reported that the cleanup project has more to do with navigability than water quality.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

13. Resolution #23-07 Approving Facade Improvement Project and Authorizing Disbursement of Grant (441 Main Avenue - Parcel WD-288).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

14. Resolution #23-08 Urging the State Legislature and Governor to Fix Broken System of Funding Critical Local Services.

RESULT:	ADOPTED [7 TO 0]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley
ABSTAIN:	Dean Raasch

15. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

16. Future agenda items.

Alderperson Kunding asked about the status of the noise ordinance. City Attorney Tony Wachewicz reported that staff recently met with the consultant, and they just need to prepare a couple of proposed revisions; he anticipates they should have something to present in the next few weeks.

Aldersperson Raasch reminded staff about his request to receive updates regarding sex offender compliance in the City.

17. Adjournment.

Aldersperson Ledvina moved, seconded by Aldersperson Carpenter to adjourn the meeting at 8:09 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Allocate the \$42,000 in Funds from Beer Garden to the Nelson Family Pavilion.

The Board of Park Commissioners, at the December 15, 2022 meeting, approved allocating the \$42,000 in funds generated from the Beer Gardens to the Nelson Family Pavilion. The motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

- Memo.Beer Garden Revenue Allocation (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: December 15, 2022

RE: Beer Garden Revenue Allocation

Staff is requesting the Board of Park Commissioners consider allocating the revenue from the Beer Garden toward the Nelson Family Pavilion.

Summary:

Approximately four years ago, the City approved that all net proceeds from the Beer Gardens would be placed in a separate account for the sole purpose of improving our park system. Last year, the Park Board approved allocating the funds from the first two seasons to the replacement of Legion Park Playground. The amount was approximately \$27,000. As part of the budget process the Mayor eliminated the funding from the Beer Garden for the Legion Playground project. The Mayor has asked the Park Board consider allocating the money toward the Nelson Family Pavilion. The current funding from our Beer Garden revenues is \$41,922.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Lawrence Drive Reconstruction Update.

ATTACHMENTS:

- 2023 0213 CI_BOPW-Lawrence Reconstruction Update (PDF)
- Lawrence Drive LOM Presentation (For De Pere Board of Public Works) (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 13, 2023

RE: **Lawrence Drive Reconstruction Update***

The City has obtained a grant for the reconstruction of Lawrence Drive from 500' south of Fortune Avenue to 600' south of Scheuring Road through the STP-Urban Grant program. Under this program, the City receives grant funding for up to 80% of eligible project costs. The City hired Mead & Hunt to complete the design to meet Wisconsin Department of Transportation requirements. Construction is anticipated in 2024 and is being coordinated with improvements being made at IH 41 and Southbridge Road. Chuck Karow from Mead & Hunt will provide an update to the Board prior to the Public Information Meeting which is scheduled for March 2nd.



Lawrence Drive,
City of De Pere

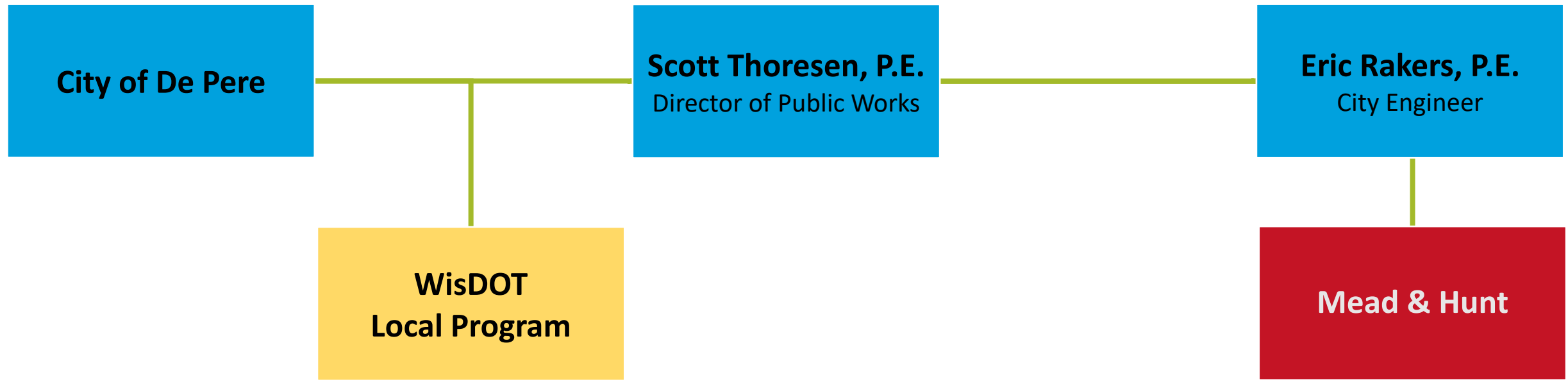
Local Officials Meeting

February 13, 2023

Presentation Outline

- Project Team
- Project Location
- Project Status/Timeline
- Need for the Project
- Alternatives
- Schedule
- How to Stay Informed
- Contact Information

Project Team

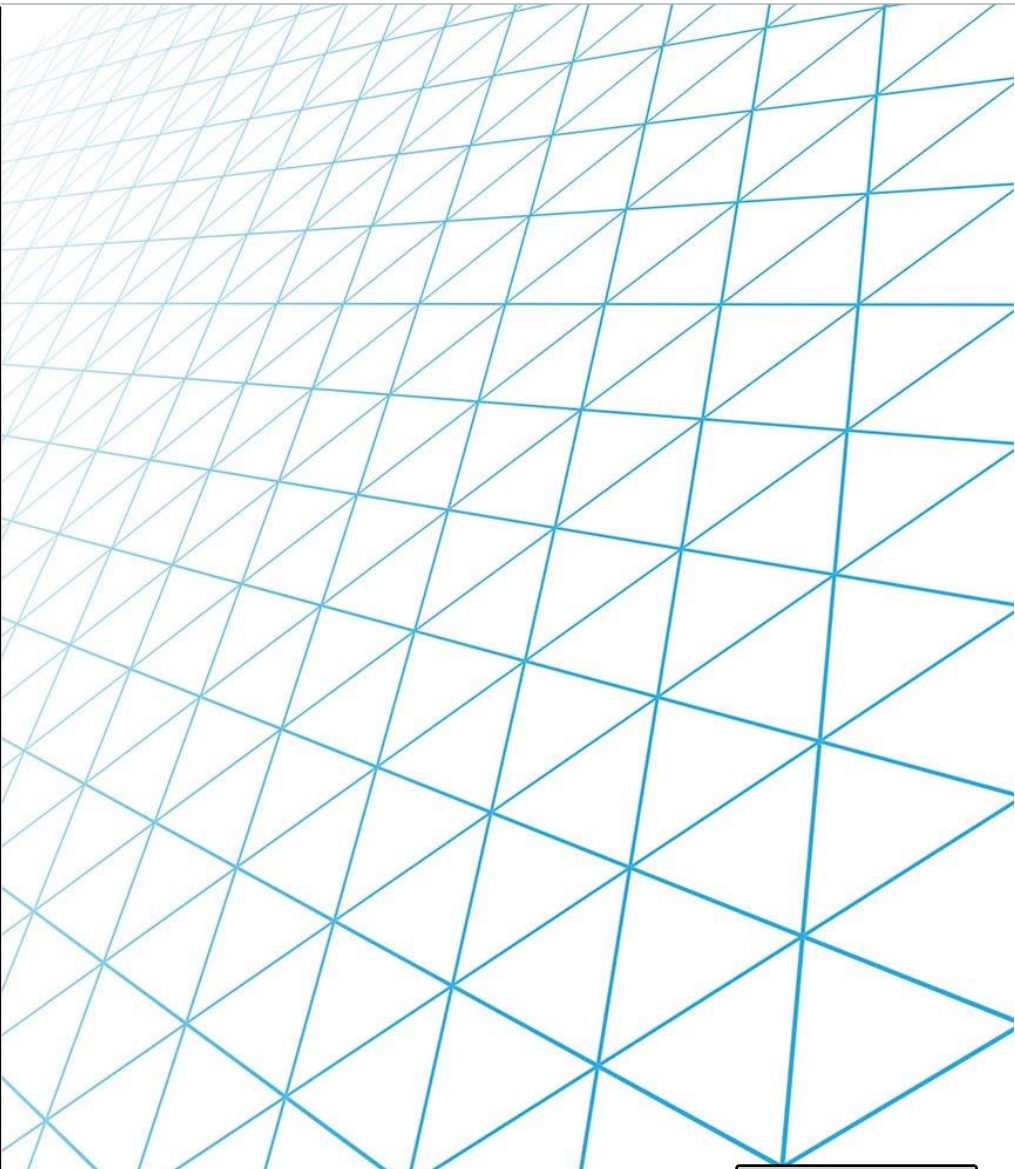


City of De Pere

WisDOT – Northeast Region

Design Engineering Consultant

Project Location



Overall Project Timeline

WE ARE
HERE



Project Status



What is the Need for the Project?

- Pavement Deterioration



Purpose of Project

Address pavement condition

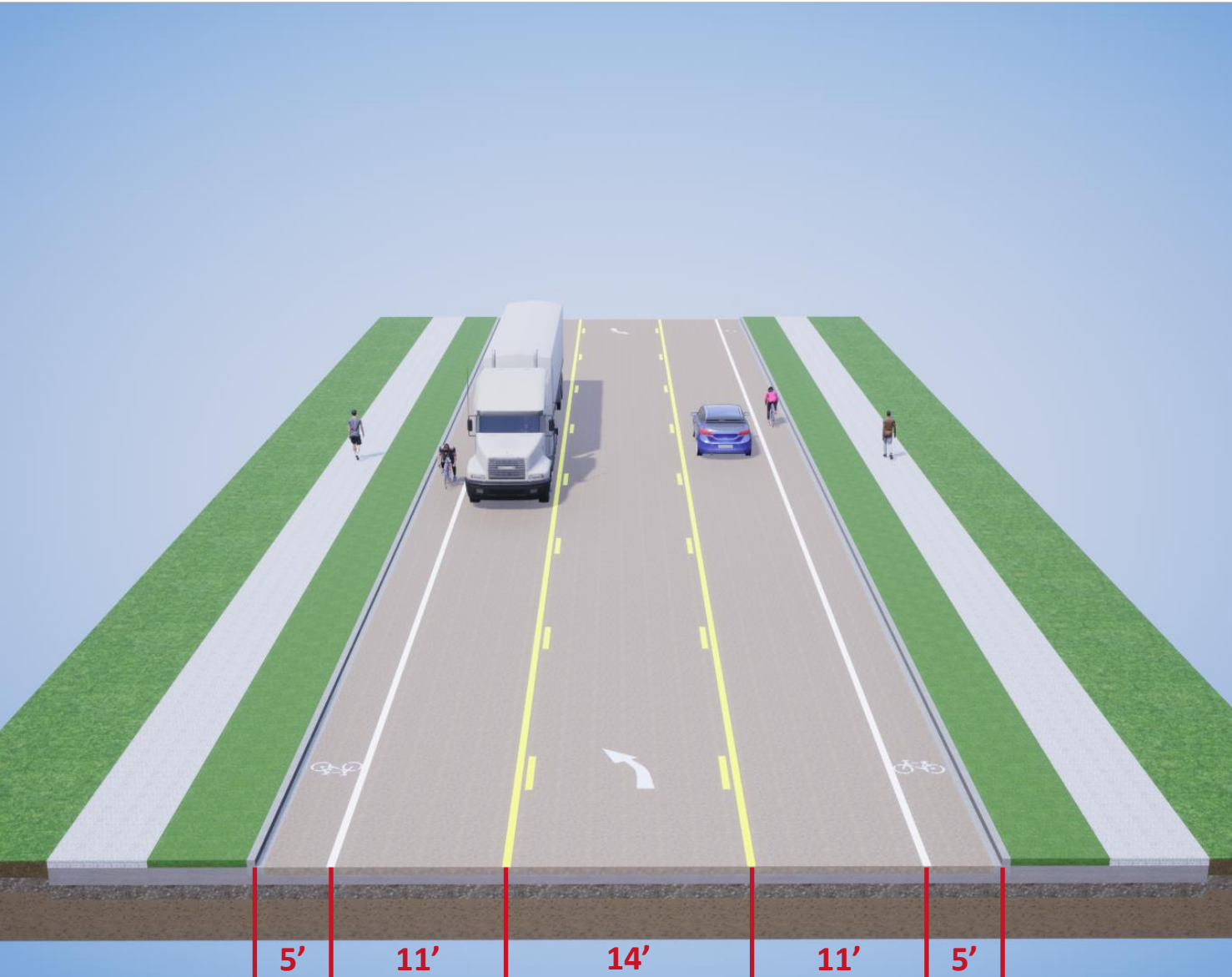
Opportunities

Improved pedestrian accommodations

Improved bicycle accommodations

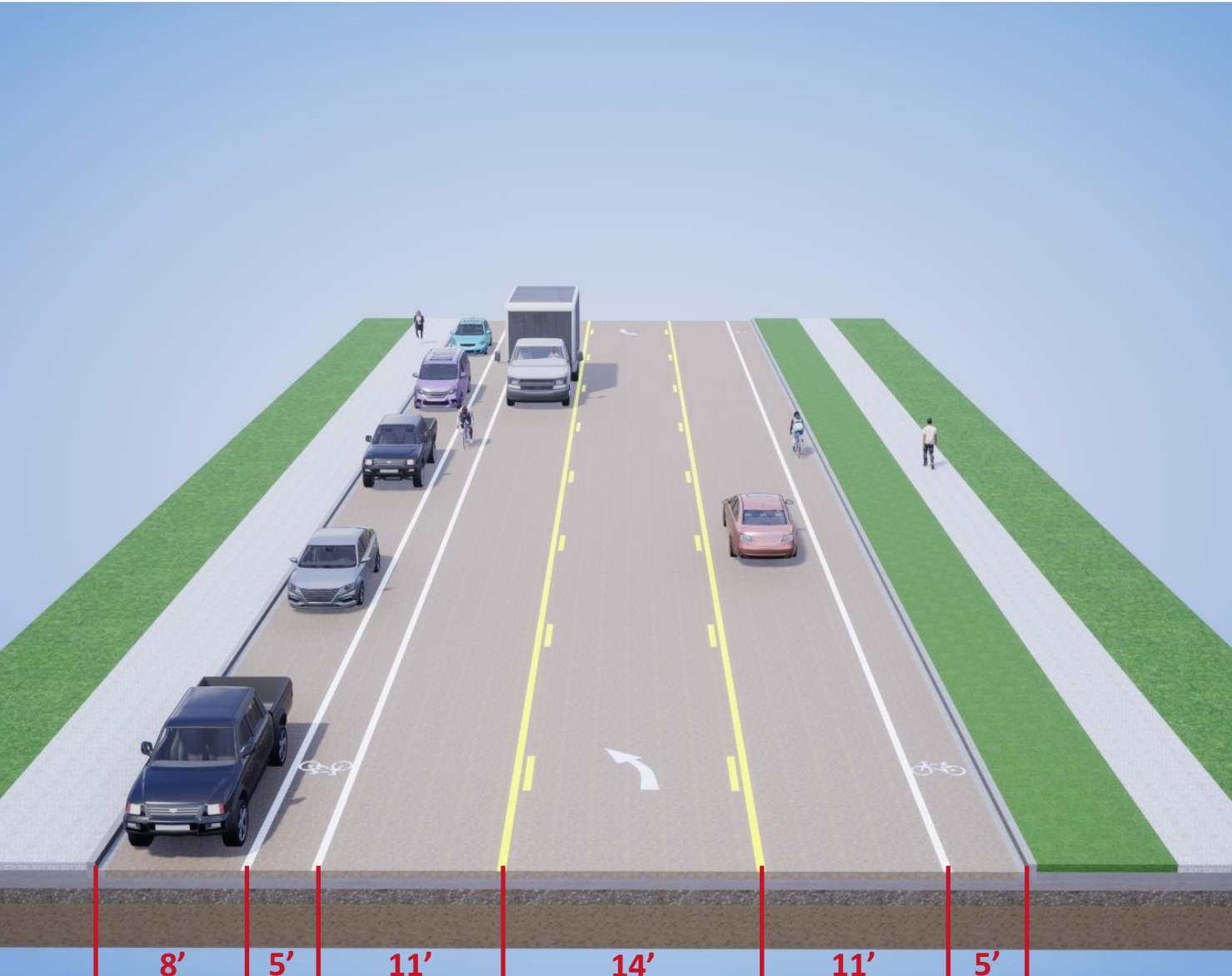
New street lighting

Proposed Typical Section



- Provide a two-way left turn lane
- Provide on-street bike accommodations
- Bring curb ramps and sidewalk into ADA compliance
- New street lighting

Proposed Typical Section – The Preserve



- Maintain on-street parking on the west side

South End to 1801 Lawrence Drive



CITY OF DE PERE BOARD OF PUBLIC WORKS MEETING

EXHIBIT: PROPOSED IMPROVEMENTS (BEGINNING OF PROJECT TO STA 92+50)

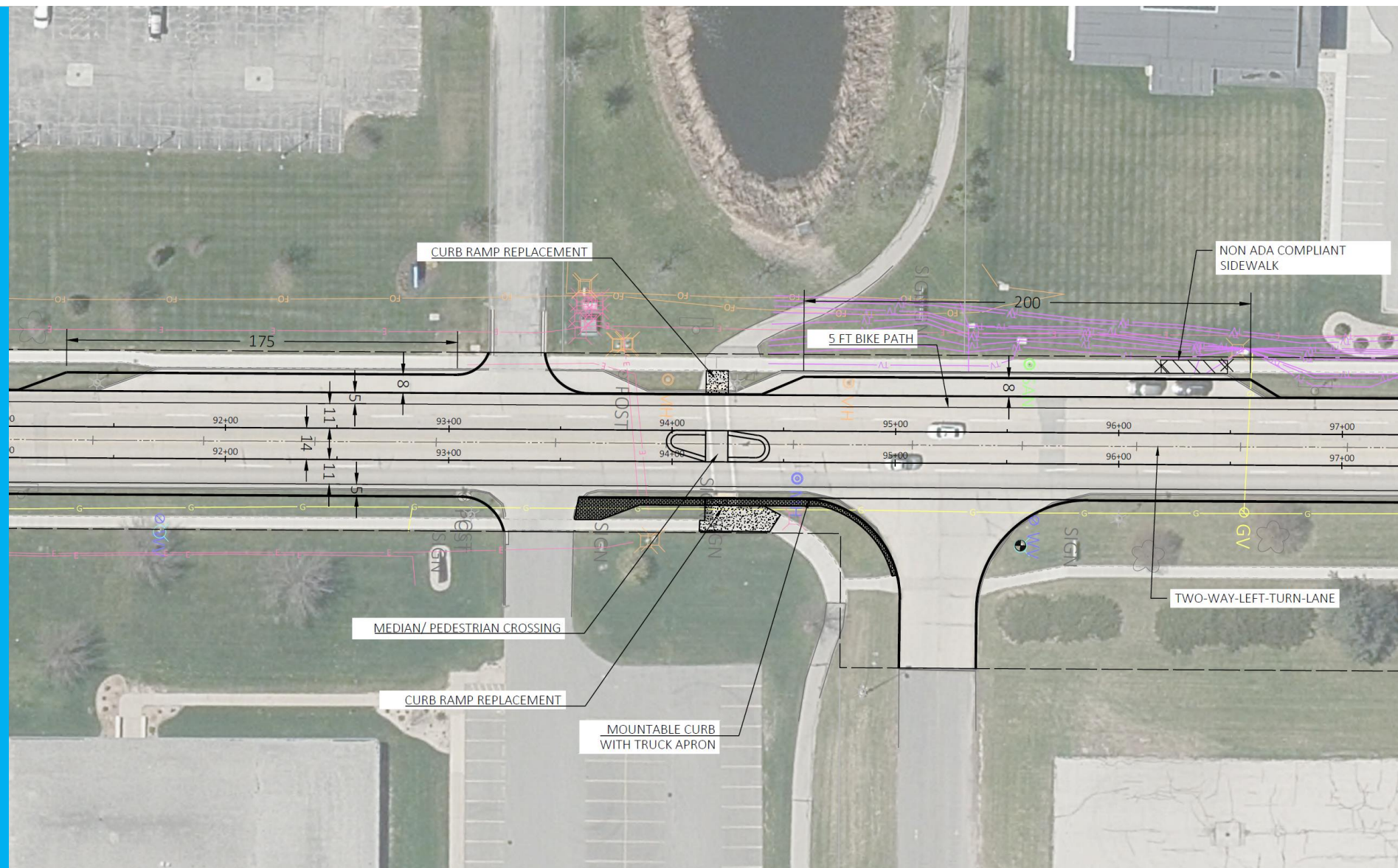
FEBRUARY 13, 2023

WISDOT PROJECT ID 4985-00-61
LAWRENCE DRIVE - CITY OF DE PERE
 FORTUNE AVENUE - SCHEURING ROAD
 LOCAL STREET
 BROWN COUNTY



PRELIMINARY NOT APPROVED

Median Pedestrian Refuge Island



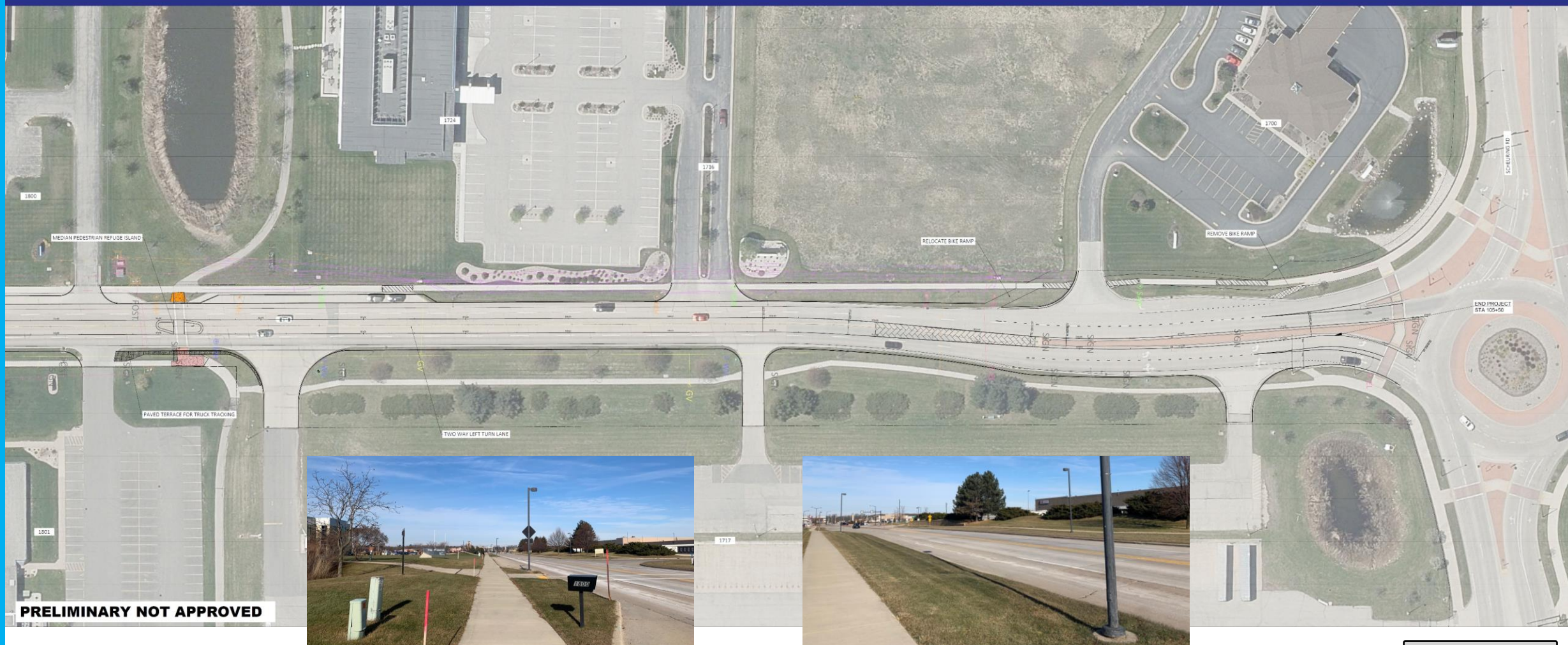
1801 Lawrence Drive to Scheuring Road – TWLTL Option 1



CITY OF DE PERE BOARD OF PUBLIC WORKS MEETING

EXHIBIT: PROPOSED IMPROVEMENTS (TWLTL ALTERNATIVE 1 STA 92+50 TO END OF PROJECT)

FEBRUARY 13, 2023



PRELIMINARY NOT APPROVED

1801 Lawrence Drive to Scheuring Road – TWLTL Option 2



CITY OF DE PERE BOARD OF PUBLIC WORKS MEETING

EXHIBIT: PROPOSED IMPROVEMENTS (TWLTL ALTERNATIVE 2 STA 92+50 TO END OF PROJECT)

FEBRUARY 13, 2023



Next Steps

WE ARE
HERE



How to stay informed?

The screenshot shows the De Pere, Wisconsin website. At the top left is the De Pere logo with the text 'DE PERE' and 'WISCONSIN'. To the right of the logo is a blue navigation bar with links: COVID-19, Residents, Government, Business, Visitors, Contact, and How Do I?. In the top right corner, there is a weather widget showing '37°' and a link to 'Local Forecast'. The main banner features a photograph of a red fire truck on a residential street with green and blue recycling bins in the foreground. Overlaid on the bottom of the banner is the text '2024 Lawrence Drive Construction' in a large, white, serif font. Below the banner is a breadcrumb trail: 'Home / Government / Construction Projects / 2024 Lawrence Drive Construction'. To the right of the breadcrumb is a search bar with the placeholder text 'Search De Pere' and a magnifying glass icon. Below the search bar is the text 'In this Department'.

<https://www.deperewi.gov/topic/subtopic.php?topicid=559&structureid=105>

Project Contacts

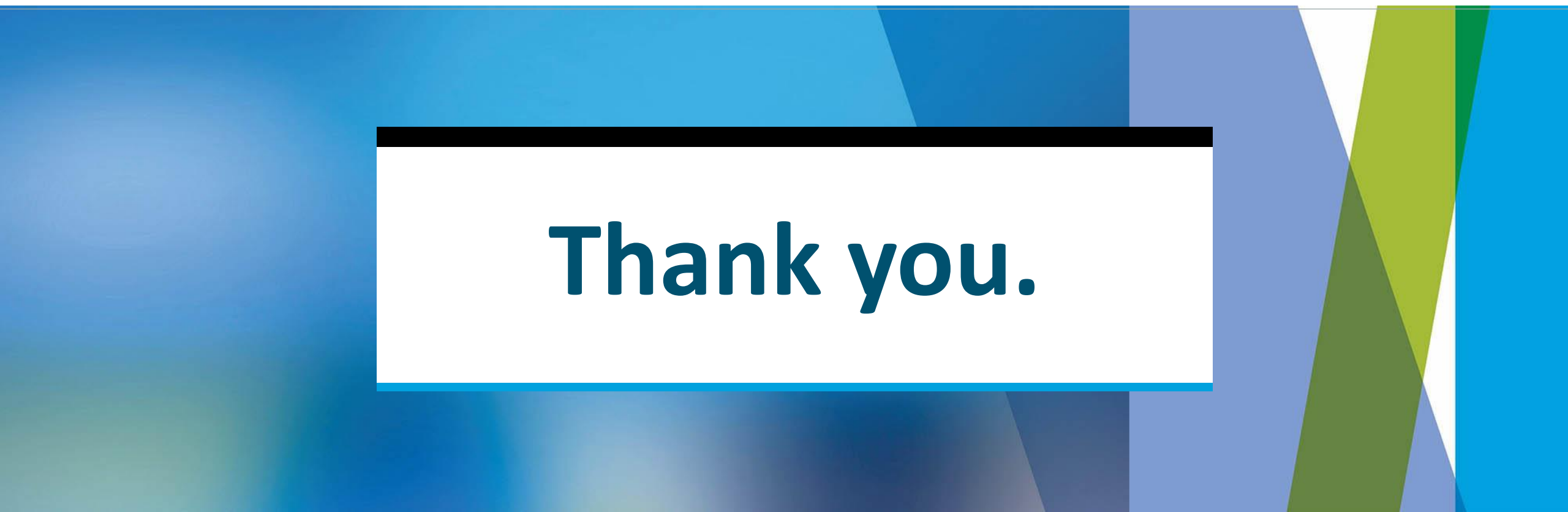
Eric Rakers, P.E.

De Pere City Engineer
erakers@deperwi.gov
(920) 339-4061

Scott Thoresen, P.E.

De Pere Director of Public Works
sthoresen@deperewi.gov
(920) 339-8095





Thank you.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Reject
Proposals for Enterprise Drive Reservoir Cleaning and Overcoating.

The Board of Public Works at the February 13, 2023 meeting approved rejecting proposals for Enterprise Drive Reservoir Cleaning and Overcoating and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Enterprise Drive Reservoir Clean Overcoat 2023-02-13 (DOCX)
- Reservoir Cleaning and Painting Proposal Summary 1-26-2023 (PDF)
- 2023 Enterprise Reservoir Cleaning & Overcoating (PDF)
- Consultant Agreement Template 12-8 -2020 (PDF)
- Badger Specialty Coating LLC(PDF)
- Classic Protective Coating Inc - Proposal Form(PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members

From: Eric J. Zygarlicke, Water Department Supervisor

Date: February 13, 2023

RE: Consideration and possible action to Reject Proposals for Enterprise Drive Reservoir Cleaning and Overcoating*

The Enterprise Drive reservoir was constructed in 2006 and was last inspected in 2018. It is in need of cleaning and an overcoat of paint applied.

The department solicited eight (8) companies for proposals and has received the following quotes for performing the cleaning and overcoating:

Classic Protective Coatings, of Menomonie, WI

Enterprise Reservoir = \$ 116,080.00

Badger Specialty Coatings & Construction, of Janesville, WI

Enterprise Reservoir = \$ 109,945.00

MIDOC Diving & Marine, of Rapid City, SD

Enterprise Reservoir = No Bid

Water Tower Clean and Coat, Inc. of Lodi, WI

Enterprise Reservoir = No Bid

Lane Tank Company, Inc., of Menomonie, WI

Enterprise Reservoir = No Bid

Pittsburg Tank & Tower Group, of Henderson, KY

Enterprise Reservoir = No Bid

St. Germain Sandblasting, of Negaunee, MI

Enterprise Reservoir = No Bid

James Orr Coating Inspection, LLC, of Madison WI

Enterprise Reservoir = No Bid

The department recommends rejecting the bids for this project. The 2023 water utility budget does not have sufficient funds allocated for the cleaning and overcoating at this time (\$50,000 budgeted). The contractor whose projected numbers we based our budgetary amount did not submit a quote for this project.

Enterprise Reservoir Cleaning & Painting Proposal Summary 1-26-2023

Company Name	Tank	LS
Classic Protective Coating, Inc		
	Enterprise Reservoir	\$116,080.00
Badger Specialty Coating LLC		
	Enterprise Reservoir	\$109,945.00
MIDCO Diving & Marine		
	Enterprise Reservoir	No Bid
Water Tower Clean and Coat, Inc.		
	Enterprise Reservoir	No Bid
Lane Tank Company, Inc.		
	Enterprise Reservoir	No Bid
Pittsburg Tank & Tower Group		
	Enterprise Reservoir	No Bid
St. Germain Sandblasting		
	Enterprise Reservoir	No Bid
James Orr Coating Inspection, LLC		
	Enterprise Reservoir	No Bid

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



December 20, 2022

**RE: Request for Proposals
2023 Enterprise Reservoir Cleaning & Overcoating**

The City of De Pere is requesting a proposal from your firm to perform exterior cleaning and overcoating of the City's Enterprise Drive concrete ground storage reservoir.

Enterprise Reservoir

The Enterprise Reservoir located at 1851 Enterprise Drive is a 1,250,000-gallon concrete ground storage reservoir that was constructed in 2006. Your firm will be required to review existing drawings and as-built documents and any other pertinent information regarding the reservoir in order to complete the scope of work for this project. (See picture below) The overflow height of the reservoir is 35-feet. The diameter of the tank is 78-feet.



Scope of Work:

1. Review existing drawings and as-built documents for the reservoir and any other pertinent information regarding the reservoir to complete the scope of work for the project.
2. The cleaning and overcoat painting shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statutes, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.
3. Prepare all reports for Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.
4. Aggressive power wash of entire reservoir.
5. Overcoat of Euclid Tammscoat color Adobe on the pillars and color Summer on the tank and roof, or equivalent(s) of entire reservoir. Example: Tnemec Series 180 Tnemecrete would be an acceptable replacement provided the color schemes match the existing, per City approval.
6. The overcoat painting will be warranted to be free of defects for a period of five (5) years. The five (5) year warranty shall include all parts and labor to address any defects.
7. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the exterior cleaning and overcoating of the reservoir.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the exterior cleaning and overcoating of the reservoir.
- 2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The exterior cleaning and overcoating of the reservoir shall be completed by October 1, 2023.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

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

Property Protection:

The contractor shall take precautions to prevent damage to property and any underground lines and shall restore the site to the conditions existing prior to the start of the project, including the restoration of any damage to, or tracks left in grassy areas caused by large equipment. Topsoil, seed, and mulch landscape restoration will be required.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

- 1) Previous Experience: Past Work on projects of similar or greater magnitude.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.
- 4) Schedule: Firm shall submit the number of days to complete the cleaning and overcoat painting of the standpipe reservoir, and the anticipated start date on the proposal sheet provided with this proposal to complete all work mentioned above.

You may submit your proposal via e-mail to zygarlicke@deperewi.gov or deliver, either in – person, or by courier or mail to:

Eric Zygarlicke
Water Department Supervisor, OIC
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All proposals shall be marked “**2023 Enterprise Reservoir Cleaning & Overcoating**” and received no later than 2:00 PM (CST) on Thursday, January 26, 2023.

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

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063 or zygarlicke@deperewi.gov.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric Zygarlicke
Water Department Supervisor, OIC

City of De Pere Water Utility

2023 Enterprise Reservoir Cleaning & Overcoating Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the completion of the reservoir cleaning and overcoating to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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

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

Lump Sum Price for Enterprise Reservoir Cleaning & Overcoating: \$ _____

Name of Firm

Address of Firm

Telephone Number

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____ (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description) _____; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) ____ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated ____ (date) ____ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

X. NON-DISCRIMINATION

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

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following

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

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

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

XII. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or

any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\Consultant Agreement Template12-8-20.docx

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



December 20, 2022

**RE: Request for Proposals
2023 Enterprise Reservoir Cleaning & Overcoating**

The City of De Pere is requesting a proposal from your firm to perform exterior cleaning and overcoating of the City's Enterprise Drive concrete ground storage reservoir.

Enterprise Reservoir

The Enterprise Reservoir located at 1851 Enterprise Drive is a 1,250,000-gallon concrete ground storage reservoir that was constructed in 2006. Your firm will be required to review existing drawings and as-built documents and any other pertinent information regarding the reservoir in order to complete the scope of work for this project. (See picture below) The overflow height of the reservoir is 35-feet. The diameter of the tank is 78-feet.



Scope of Work:

1. Review existing drawings and as-built documents for the reservoir and any other pertinent information regarding the reservoir to complete the scope of work for the project.
2. The cleaning and overcoat painting shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statutes, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.
3. Prepare all reports for Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.
4. Aggressive power wash of entire reservoir.
5. Overcoat of Euclid Tammscoat color Adobe on the pillars and color Summer on the tank and roof, or equivalent(s) of entire reservoir. Example: Tnemec Series 180 Tnemecrete would be an acceptable replacement provided the color schemes match the existing, per City approval.
6. The overcoat painting will be warranted to be free of defects for a period of five (5) years. The five (5) year warranty shall include all parts and labor to address any defects.
7. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the exterior cleaning and overcoating of the reservoir.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the exterior cleaning and overcoating of the reservoir.
- 2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The exterior cleaning and overcoating of the reservoir shall be completed by October 1, 2023.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

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

Property Protection:

The contractor shall take precautions to prevent damage to property and any underground lines and shall restore the site to the conditions existing prior to the start of the project, including the restoration of any damage to, or tracks left in grassy areas caused by large equipment. Topsoil, seed, and mulch landscape restoration will be required.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

- 1) Previous Experience: Past Work on projects of similar or greater magnitude.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.
- 4) Schedule: Firm shall submit the number of days to complete the cleaning and overcoat painting of the standpipe reservoir, and the anticipated start date on the proposal sheet provided with this proposal to complete all work mentioned above.

You may submit your proposal via e-mail to zygarlicke@deperewi.gov or deliver, either in – person, or by courier or mail to:

Eric Zygarlicke
Water Department Supervisor, OIC
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All proposals shall be marked “**2023 Enterprise Reservoir Cleaning & Overcoating**” and received no later than 2:00 PM (CST) on Thursday, January 26, 2023.

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

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063 or zygarlicke@deperewi.gov.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric Zygarlicke
Water Department Supervisor, OIC

City of De Pere Water Utility

2023 Enterprise Reservoir Cleaning & Overcoating Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the completion of the reservoir cleaning and overcoating to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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

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

Lump Sum Price for Enterprise Reservoir Cleaning & Overcoating: \$ 109,945.60

Bader Specialty Coatings LLC

Name of Firm

4009 Sandhill Dr. Janesville, Wi

Address of Firm

(608)-290-3500

Telephone Number

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

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

Daniel Tuescher
Signature of Bidder

Daniel Tuescher
Print or Type Name of Bidder

01-26-2023
Date

Owner
Title

Estimated Start Date: **07-1-2023**

Estimated Work Days to Complete: **30**



BADGSPE-01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRICOR, LLC - Madison 2001 W Beltline Hwy Ste 201 Madison, WI 53713	CONTACT NAME: Tracy Volbrecht, CIC, CISR PHONE (A/C, No, Ext): (608) 466-6701 1507 FAX (A/C, No): E-MAIL ADDRESS: tvolbrecht@tricorinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A : West Bend Mutual Ins Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Badger Specialty Coatings LLC 4009 Sandhill Dr Janesville, WI 53546	NAIC # 15350

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			A739788	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A739788	8/23/2022	8/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			A739788	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	A484112	8/23/2022	8/23/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	General Liability			A739788	8/23/2022	8/23/2023	Professional Liabili 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

CERTIFICATE HOLDER

CANCELLATION

City of DePere 335 S Broadway De Pere, WI 54115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER TRICOR, LLC - Madison 2001 W Beltline Hwy Ste 201 Madison, WI 53713	CONTACT NAME: Tracy Volbrecht, CIC, CISR	
	PHONE (A/C, No, Ext): (608) 466-6701 1507	FAX (A/C, No):
	E-MAIL ADDRESS: tvolbrecht@tricorinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : West Bend Mutual Ins Co	
	NAIC # 15350	
INSURED Badger Specialty Coatings LLC 4009 Sandhill Dr Janesville, WI 53546	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			A739788	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A739788	8/23/2022	8/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			A739788	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	A484112	8/23/2022	8/23/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	General Liability			A739788	8/23/2022	8/23/2023	Professional Liabili 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

CERTIFICATE HOLDER

CANCELLATION

City of DePere
335 S Broadway
De Pere, WI 54115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of De Pere Water Utility

2023 Enterprise Reservoir Cleaning & Overcoating Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the completion of the reservoir cleaning and overcoating to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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

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

Lump Sum Price for Enterprise Reservoir Cleaning & Overcoating: \$ 116,080.00

Classic Protective Coatings, Inc.

Name of Firm

N7670 State Road 25 Menomonie, WI 54751

Address of Firm

715-233-6267

Telephone Number

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

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


Signature of Bidder

1-25-23
Date

Michael Burke
Print or Type Name of Bidder

Chief of Operations
Title

Estimated Start Date: May 2023

Estimated Work Days to Complete: 10



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on Award of Contract 23-05 Sidewalk and Curb Repairs to Highway Landscapers, Inc. in the amount of \$354,410.

The Board of Public Works at the February 13, 2023 meeting approved awarding Contract 23-05 Sidewalk and Curb Repairs to Highway Landscapers, Inc. in the amount of \$354,410 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2023 0213 CI_BOPW_Award_23-05 (PDF)
- 2023 0202 CE_Project 23-05_Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 13, 2023

RE: **Consideration and possible action on award of Contract 23-05 Sidewalk and Curb Repairs***

The Engineering Department received bids on Project 23-05 Sidewalk and Curb Repairs on February 2, 2023. This work is for maintenance of sidewalk and concrete curb and gutter repairs. The bids received are as follows:

Contractor	Amount
Highway Landscapers, Inc.	\$354,410.00
Jim Fischer, Inc.	\$461,850.00

The budgeted amount from the capital improvement fund is \$370,000 from the following:

Special Charges for Sidewalk Repairs:	\$180,000
General Obligation Debt:	\$115,000
Parks Department:	\$25,000
Special Charges for New Sidewalk:	\$34,000
Water Utility:	\$10,000
Definitely De Pere – Bicentennial Park:	\$6,000

Staff's recommendation is to accept the bid from Highway Landscapers, Inc. in the amount of \$354,410.00.

Attachments:

2023 0202 Project 23-05 Bid Tab (PDF)



**PROJECT 23-05
SIDEWALK AND CURB REPAIR**

				BIDDER NO. 1		BIDDER NO. 2	
				Highway Landscapers, Inc.		Jim Fischer, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
STREET AND DRAINAGE CONSTRUCTION-SIDEWALK REPAIR AREA							
SD-01	Provide 3/4" Crushed Aggregate Base Course	TON	200	\$30.00	\$6,000.00	\$50.00	\$10,000.00
SD-02	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	50	\$130.00	\$6,500.00	\$140.00	\$7,000.00
SD-03	Remove and Replace 6" Concrete Sidewalk, Driveway, and Ramp	SY	200	\$100.00	\$20,000.00	\$138.00	\$27,600.00
SD-04	Remove and Replace 4" Concrete Sidewalk	SY	2,000	\$90.00	\$180,000.00	\$132.00	\$264,000.00
SD-05	Provide 4" Concrete Sidewalk	SY	250	\$72.00	\$18,000.00	\$72.00	\$18,000.00
SD-06	Drilled Tie Bars	EA	2,000	\$7.00	\$14,000.00	\$10.00	\$20,000.00
SD-07	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	300	\$3.85	\$1,155.00	\$3.00	\$900.00
SD-08	Provide Detectable Warning Field (Natural Patina)	EA	10	\$350.00	\$3,500.00	\$450.00	\$4,500.00
STREET AND DRAINAGE CONSTRUCTION-VARIOUS LOCATIONS							
SD-09	Provide 3/4" Crushed Aggregate Base Course	TON	100	\$30.00	\$3,000.00	\$50.00	\$5,000.00
SD-10	Remove and Replace 24" Concrete Curb and Gutter	LF	100	\$90.00	\$9,000.00	\$110.00	\$11,000.00
SD-11	Provide 12" Concrete Playground Border	LF	100	\$100.00	\$10,000.00	\$110.00	\$11,000.00
SD-12	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	10	\$130.00	\$1,300.00	\$165.00	\$1,650.00
SD-13	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	50	\$100.00	\$5,000.00	\$150.00	\$7,500.00
SD-14	Remove and Replace 4" Concrete Sidewalk	SY	200	\$90.00	\$18,000.00	\$145.00	\$29,000.00
SD-15	Remove and Replace Variable Height Integral Curb Head with Sidewalk (City Hall)	LF	50	\$200.00	\$10,000.00	\$30.00	\$1,500.00
SD-16	Remove and Replace 6" Stamped and Colored Concrete Sidewalk (DOT Red)	SY	10	\$350.00	\$3,500.00	\$220.00	\$2,200.00
SD-17	Remove and Replace 4" Stamped and Colored Concrete Sidewalk (DOT Red)	SY	10	\$350.00	\$3,500.00	\$220.00	\$2,200.00
SD-18	Provide 6" Concrete Sidewalk	SY	50	\$81.00	\$4,050.00	\$70.00	\$3,500.00
SD-19	Provide 4" Concrete Sidewalk	SY	400	\$72.00	\$28,800.00	\$66.00	\$26,400.00
SD-20	Drilled Tie Bars	EA	100	\$7.00	\$700.00	\$10.00	\$1,000.00
SD-21	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	300	\$3.85	\$1,155.00	\$3.00	\$900.00
SD-22	Provide Detectable Warning Field (Natural Patina)	EA	10	\$350.00	\$3,500.00	\$450.00	\$4,500.00
SD-23	Adjust Manhole	EA	5	\$750.00	\$3,750.00	\$500.00	\$2,500.00
TOTAL AMOUNT BID:				\$354,410.00		\$461,850.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on Award of Contract 23-06 Concrete Street Repairs to Sommers Construction Co., Inc. in the amount of \$454,436.70.

The Board of Public Works at the February 13, 2023 meeting approved Award of Contract 23-06 Concrete Street Repairs to Sommers Construction Co., Inc. in the amount of \$454,436.70 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0213 CI_BOPW_Award_23-06 (PDF)
- 2023 0202 CE_Project 23-06_Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: February 13, 2023

RE: **Consideration and possible action on award of Contract 23-06 Concrete Street Repairs***

The Engineering Department received bids on Project 23-06 Concrete Street Repairs on February 2, 2023. This project involves colored concrete sealing, replacing the pavement markings at the Claude Allouez roundabout, concrete street rehabilitation on American Boulevard, and spot concrete street repairs throughout the city. The bids received are as follows:

Contractor	Amount
Sommers Construction Co., Inc.	\$454,436.70
CPR, Inc.	\$496,300.00
Vinton Construction Company	\$516,317.70

The allocated amount from the capital improvement budget is \$550,000. Funding will be as follows:

- TID #11 – American Boulevard Concrete Rehab \$400,000
- General Obligation Debt Street Maintenance & Repair \$70,000
- General Obligation Debt Traffic Signs & Markings \$80,000

The work to replace the pavement markings at the Claude Allouez roundabout totaled \$78,091.50 which is \$18,091.50 over the 2023 budgeted amount. To cover the project overage, an additional \$20,000 would be bonded for the pavement marking improvements.

Staff's recommendation is to accept the bid from Sommers Construction Co., Inc. in the amount of \$454,436.70 and bond for an additional \$20,000 to cover overages on the General Obligation Debt for pavement markings.

Attachments:

2023 0202 Project 23-06 Bid Tabulation (PDF)



PROJECT 23-06
CONCRETE STREET REPAIRS

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Sommers Construction Co., Inc.		CPR, INC		Vinton Construction Company	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
STREET AND DRAINAGE (AMERICAN BOULEVARD)									
SD-01	Provide 1 1/4" Crushed Aggregate Base Course	TON	100	\$0.01	\$1.00	\$35.00	\$3,500.00	\$20.00	\$2,000.00
SD-02	Remove and Replace 9" Doweled, Concrete Pavement	SY	1,900	\$79.91	\$151,829.00	\$95.00	\$180,500.00	\$99.00	\$188,100.00
SD-03	Remove and Replace 9" Doweled Concrete Pavement (HES 3-Day)	SY	10	\$150.00	\$1,500.00	\$100.00	\$1,000.00	\$120.00	\$1,200.00
SD-04	Remove and Replace 9" Doweled, Concrete Pavement (HES 24-HR)	SY	10	\$200.00	\$2,000.00	\$105.00	\$1,050.00	\$130.00	\$1,300.00
SD-05	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	1,200	\$27.65	\$33,180.00	\$25.00	\$30,000.00	\$49.80	\$59,760.00
SD-06	Partial Depth Concrete Pavement Joint Repair (2' Wide)	LF	1,900	\$39.65	\$75,335.00	\$50.00	\$95,000.00	\$34.00	\$64,600.00
SD-07	Drilled Dowel Bars	EA	1,500	\$13.00	\$19,500.00	\$1.00	\$1,500.00	\$0.01	\$15.00
SD-08	Drilled Tie Bars	EA	500	\$8.00	\$4,000.00	\$6.00	\$3,000.00	\$0.01	\$5.00
STREET AND DRAINAGE (VARIOUS LOCATIONS)									
SD-09	Provide 1 1/4" Crushed Aggregate Base Course	TON	20	\$0.01	\$0.20	\$35.00	\$700.00	\$0.01	\$0.20
SD-10	Remove and Replace 9" Doweled, Concrete Pavement	SY	100	\$125.00	\$12,500.00	\$95.00	\$9,500.00	\$110.00	\$11,000.00
SD-11	Remove and Replace 9" Doweled, Concrete Pavement (HES 3-Day)	SY	10	\$145.00	\$1,450.00	\$100.00	\$1,000.00	\$115.00	\$1,150.00
SD-12	Remove and Replace 9" Doweled, Concrete Pavement (HES 24-HR)	SY	10	\$155.00	\$1,550.00	\$105.00	\$1,050.00	\$120.00	\$1,200.00
SD-13	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	20	\$65.00	\$1,300.00	\$25.00	\$500.00	\$29.80	\$596.00
SD-14	Drilled Dowel Bars	EA	10	\$20.00	\$200.00	\$1.00	\$10.00	\$16.00	\$160.00
SD-15	Drilled Tie Bars	EA	20	\$10.00	\$200.00	\$6.00	\$120.00	\$7.00	\$140.00
SPECIAL CONSTRUCTION									
SC-01	Colored Concrete Sealing	SF	48,000	\$0.85	\$40,800.00	\$1.00	\$48,000.00	\$0.90	\$43,200.00
SC-02	Adjust Inlet	EA	10	\$750.00	\$7,500.00	\$500.00	\$5,000.00	\$400.00	\$4,000.00
SC-03	Inlet Protection Type D	EA	15	\$100.00	\$1,500.00	\$75.00	\$1,125.00	\$120.00	\$1,800.00
SC-04	Traffic Control	LS	1	\$22,000.00	\$22,000.00	\$7,000.00	\$7,000.00	\$68,500.00	\$68,500.00
SPECIAL CONSTRUCTION (ROUNDBOUT PAVEMENT MARKING)									
SC-05	Marking Arrow Grooved Thermoplastic (Type 1)	EA	1	\$625.00	\$625.00	\$475.00	\$475.00	\$625.00	\$625.00
SC-06	Marking Arrow Grooved Thermoplastic (Type 2 - Left)	EA	1	\$630.00	\$630.00	\$525.00	\$525.00	\$630.00	\$630.00
SC-07	Marking Arrow Grooved Thermoplastic (Type 2 - Right)	EA	4	\$630.00	\$2,520.00	\$525.00	\$2,100.00	\$630.00	\$2,520.00
SC-08	Marking Arrow Grooved Thermoplastic (Type 2R)	EA	2	\$680.00	\$1,360.00	\$550.00	\$1,100.00	\$680.00	\$1,360.00
SC-09	Marking Arrow Grooved Thermoplastic (Type 3 - Left)	EA	4	\$750.00	\$3,000.00	\$690.00	\$2,760.00	\$750.00	\$3,000.00
SC-10	Marking Arrow Grooved Thermoplastic (Type 3 - Right)	EA	2	\$750.00	\$1,500.00	\$690.00	\$1,380.00	\$750.00	\$1,500.00
SC-11	Marking Arrow Grooved Thermoplastic (Type 3R)	EA	6	\$800.00	\$4,800.00	\$725.00	\$4,350.00	\$800.00	\$4,800.00
SC-12	Marking Arrow Grooved Thermoplastic (Type 6)	EA	2	\$900.00	\$1,800.00	\$800.00	\$1,600.00	\$900.00	\$1,800.00
SC-13	Marking Arrow Grooved Thermoplastic (Bike Lane)	EA	2	\$600.00	\$1,200.00	\$300.00	\$600.00	\$600.00	\$1,200.00
SC-14	Marking Crosswalk Grooved Thermoplastic 6-Inch (White)	LF	400	\$5.85	\$2,340.00	\$19.00	\$7,600.00	\$5.85	\$2,340.00
SC-15	Marking Diagonal Grooved Thermoplastic 12-Inch (White)	LF	70	\$14.50	\$1,015.00	\$21.00	\$1,470.00	\$14.50	\$1,015.00
SC-16	Marking Diagonal Grooved Thermoplastic 12-Inch (Yellow)	LF	120	\$14.50	\$1,740.00	\$21.00	\$2,520.00	\$14.50	\$1,740.00
SC-17	Marking Line Grooved Thermoplastic 18-Inch (White)	LF	100	\$20.00	\$2,000.00	\$25.00	\$2,500.00	\$20.00	\$2,000.00
SC-18	Marking Line Grooved Thermoplastic 8-Inch (White)	LF	1,700	\$7.85	\$13,345.00	\$8.50	\$14,450.00	\$7.85	\$13,345.00
SC-19	Marking Line Grooved Thermoplastic 8-Inch (Yellow)	LF	110	\$7.85	\$863.50	\$8.50	\$935.00	\$7.85	\$863.50
SC-20	Marking Line Grooved Thermoplastic 4-Inch (White)	LF	340	\$3.95	\$1,343.00	\$7.00	\$2,380.00	\$3.95	\$1,343.00
SC-21	Marking Line Grooved Thermoplastic 4-Inch (Yellow)	LF	2,400	\$3.95	\$9,480.00	\$7.00	\$16,800.00	\$3.95	\$9,480.00
SC-22	Marking Symbol Grooved Thermoplastic (Bike Lane)	EA	4	\$1,000.00	\$4,000.00	\$300.00	\$1,200.00	\$1,000.00	\$4,000.00
SC-23	Marking Words Grooved Thermoplastic (ENDS)	EA	2	\$450.00	\$900.00	\$500.00	\$1,000.00	\$450.00	\$900.00
SC-24	Marking Words Grooved Thermoplastic (ONLY)	EA	3	\$490.00	\$1,470.00	\$600.00	\$1,800.00	\$490.00	\$1,470.00
SC-25	Marking Words Grooved Thermoplastic (YIELD)	EA	8	\$645.00	\$5,160.00	\$900.00	\$7,200.00	\$645.00	\$5,160.00
SC-26	Traffic Control - S. Broadway Street and S. Wisconsin Street Roundabout	LS	1	\$17,000.00	\$17,000.00	\$32,000.00	\$32,000.00	\$6,500.00	\$6,500.00
TOTAL AMOUNT BID:				\$454,436.70		\$496,300.00		\$516,317.70	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on Award of Contract 23-13 Crackfilling to Asphalt Seal and Repair, Inc. in the amount of \$111,875.

The Board of Public Works at the February 13, 2023 meeting approved award of Contract 23-13 Crackfilling to Asphalt Seal and Repair, Inc. in the amount of \$111,875 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2023 0213 CI_BOPW_Award_23-13 (PDF)
- 2023 0202 CE_Project 23-13_Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 13, 2023

RE: **Consideration and possible action on award of Contract 23-13 Crackfilling***

The Engineering Department received bids for Project 23-13 Crackfilling on February 2, 2022. This work is for the maintenance of streets and parking lots. The bids received are as follows:

Contractor	Amount
Asphalt Seal & Repair, Inc.	\$111,875.00
National Industrial Maintenance	\$120,000.00

The allocated amount from the capital improvement budget is \$112,000 from the general obligation debt.

Staff's recommendation is to accept the bid from Asphalt Seal & Repair, Inc. in the amount of \$111,875.

Attachments:

2023 0202 CE Project 23-13 Bid Tabulation (PDF)



**PROJECT 23-13
CRACKFILLING**

				BIDDER NO. 1		BIDDER NO. 2	
				Asphalt Seal & Repair, Inc.		American Pavement Solutions, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
SC-01	Crackfilling (HI-SPEC, Crafcro, or Approved Equal)	LBS	62,500	\$1.79	\$111,875.00	\$1.92	\$120,000.00
TOTAL AMOUNT BID:				\$111,875.00		\$120,000.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on Award of Contract 23-15 Sewer Televising to Green Bay Pipe & TV, LLC in the amount of \$50,085.

The Board of Public Works at the February 13, 2023 meeting approved Award of Contract 23-15 Sewer Televising to Green Bay Pipe & TV, LLC in the amount of \$50,085 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2023 0213 CI_BOPW_Award_23-15 (PDF)
- 2023 0202 CE_Project 23-15_Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 13, 2023

RE: **Consideration and possible action on award of Contract 23-15 Sewer Televising***

The Engineering Department received bids on Project 23-15 Sewer Televising on February 2, 2023. The bids received are as follows:

Contractor	Amount
Green Bay Pipe & TV, LLC	\$50,085.00
Great Lakes TV Seal, Inc.	\$52,881.00
Northern Pipe, Inc.	\$55,829.50
Speedy Clean, Inc.	\$58,617.50
PLC Water Jetting Service, Inc.	\$68,547.50
National Power Rodding Corp.	\$379,760.00

The allocated amount from the capital improvement budget is \$63,000. Funding will be \$50,000 from the storm water utility fund and \$13,000 from the sewage revenue fund.

Staff's recommendation is to accept the bid from Green Bay Pipe & TV, LLC in the amount of \$50,085.00.

Attachments:

2023 0202 Project 23-15 Bid Tab (PDF)



PROJECT 23-15
SEWER TELEVISIONING

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Green Bay Pipe & TV, LLC		Great Lakes TV Seal, Inc.		Northern Pipe, Inc.		Speedy Clean Drain & Sewer		PLC Water Jetting Service, Inc		National Power Rodding Corp	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
SP-01	Storm Sewer Cleaning (8-27 Inch)	LF	32,800	\$0.40	\$13,120.00	\$0.49	\$16,072.00	\$0.45	\$14,760.00	\$0.53	\$17,384.00	\$0.45	\$14,760.00	\$2.50	\$82,000.00
SP-02	Storm Sewer Cleaning (30-48 Inch)	LF	11,400	\$0.40	\$4,560.00	\$0.49	\$5,586.00	\$0.45	\$5,130.00	\$0.53	\$6,042.00	\$0.45	\$5,130.00	\$3.15	\$35,910.00
SP-03	Storm Sewer Cleaning (54 Inch and Larger)	LF	1,150	\$0.42	\$483.00	\$0.49	\$563.50	\$0.45	\$517.50	\$0.53	\$609.50	\$0.45	\$517.50	\$12.00	\$13,800.00
SP-04	Storm Sewer Heavy Cleaning (8-27 Inch)	LF	5,000	\$0.05	\$250.00	\$0.01	\$50.00	\$0.05	\$250.00	\$0.00	\$0.00	\$1.00	\$5,000.00	\$0.50	\$2,500.00
SP-05	Storm Sewer Heavy Cleaning (30-48 Inch)	LF	2,000	\$0.05	\$100.00	\$0.01	\$20.00	\$0.05	\$100.00	\$0.00	\$0.00	\$3.00	\$6,000.00	\$0.50	\$1,000.00
SP-06	Storm Sewer Heavy Cleaning (54 Inch and Larger)	LF	500	\$0.05	\$25.00	\$0.01	\$5.00	\$0.05	\$25.00	\$1.00	\$500.00	\$3.00	\$1,500.00	\$5.00	\$2,500.00
SP-07	Storm Sewer Televising (8-27 Inch)	LF	32,800	\$0.42	\$13,776.00	\$0.47	\$15,416.00	\$0.42	\$13,776.00	\$0.52	\$17,056.00	\$0.40	\$13,120.00	\$3.50	\$114,800.00
SP-08	Storm Sewer Televising (30-48 Inch)	LF	11,400	\$0.42	\$4,788.00	\$0.47	\$5,358.00	\$0.42	\$4,788.00	\$0.52	\$5,928.00	\$0.40	\$4,560.00	\$5.00	\$57,000.00
SP-09	Storm Sewer Televising (54 Inch and Larger)	LF	1,150	\$0.42	\$483.00	\$0.47	\$540.50	\$0.42	\$483.00	\$0.52	\$598.00	\$0.40	\$460.00	\$15.00	\$17,250.00
SP-10	Sewer Pipe Root Cutting (8-48 Inch)	LF	1,000	\$0.05	\$50.00	\$0.01	\$10.00	\$0.05	\$50.00	\$0.00	\$0.00	\$1.00	\$1,000.00	\$3.00	\$3,000.00
SP-11	Removal Mineral Deposits	LF	1,000	\$0.05	\$50.00	\$0.01	\$10.00	\$0.05	\$50.00	\$0.00	\$0.00	\$1.00	\$1,000.00	\$5.00	\$5,000.00
SP-12	Televis Sanitary Laterals	EA	100	\$124.00	\$12,400.00	\$92.50	\$9,250.00	\$159.00	\$15,900.00	\$105.00	\$10,500.00	\$155.00	\$15,500.00	\$450.00	\$45,000.00
TOTAL AMOUNT BID:				\$50,085.00		\$52,881.00		\$55,829.50		\$58,617.50		\$68,547.50		\$379,760.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Report From Police on Sex Offender Compliance.

The attached report details the current status of registered sex offenders in the City of De Pere and their compliance with sex offender registry requirements and related Department of Corrections supervision.

ATTACHMENTS:

- Sex Offender Compliance February 2023 (PDF)



The Mission of the De Pere Police Department is to provide an integrated team approach to pro-active patrol, crime prevention, and criminal investigation utilizing city and community resources to improve the safety and quality of life in De Pere.

February 16, 2023

To: City Council, Mayor Boyd, City Administrator Delo

From: Jeremy A. Muraski, Chief of Police

Re: City of De Pere Sex Offender Compliance Data

Current Status Known Living in De Pere	Count	On GPS
Total Registered Sex Offenders in the City of De Pere *NOTE: 60 of the 73 are lifetime registrants. Only 7 of the 73 were placed on the sex offender registry in the past 5 years.	73	13
On Supervision by Wisconsin Department of Corrections	26	10
Off Supervision (e.g. term of supervision expired.)	47	3
Males	71	12
Females	2	1

The City of De Pere currently has 73 registered sex offenders living within the corporate city limits. 26 of the registrants are currently listed as being on Active Supervision which means they are supervised by Probation Agents from the Wisconsin Department of Corrections (DOC). 10 of the 26 on active supervision are required to wear GPS devices. There are currently 3 registrants who are no longer on supervision, but are still required to wear GPS tracking devices for life. Lifetime GPS tracking is typically for individuals who have been convicted of a level 1 or level 2 child sex offense.

In addition to the 73 registrants currently living in De Pere, Brown County also has 100 sex offenders who are designated as homeless, with no registered address. Of those, only 5 are currently listed as “non compliant”. DPPD has had contact with only 2 of the individuals. Each had one police contact. Neither contact resulted in any enforcement action or had anything to do with any sex offense, alleged sex offense, or registry violation.

The De Pere Police Department will again be performing compliance checks on sex offenders over the summer and again during Halloween. We also receive alerts from DOC anytime there is a change in status of any of the offenders, or if anyone is going to be released into our jurisdiction.

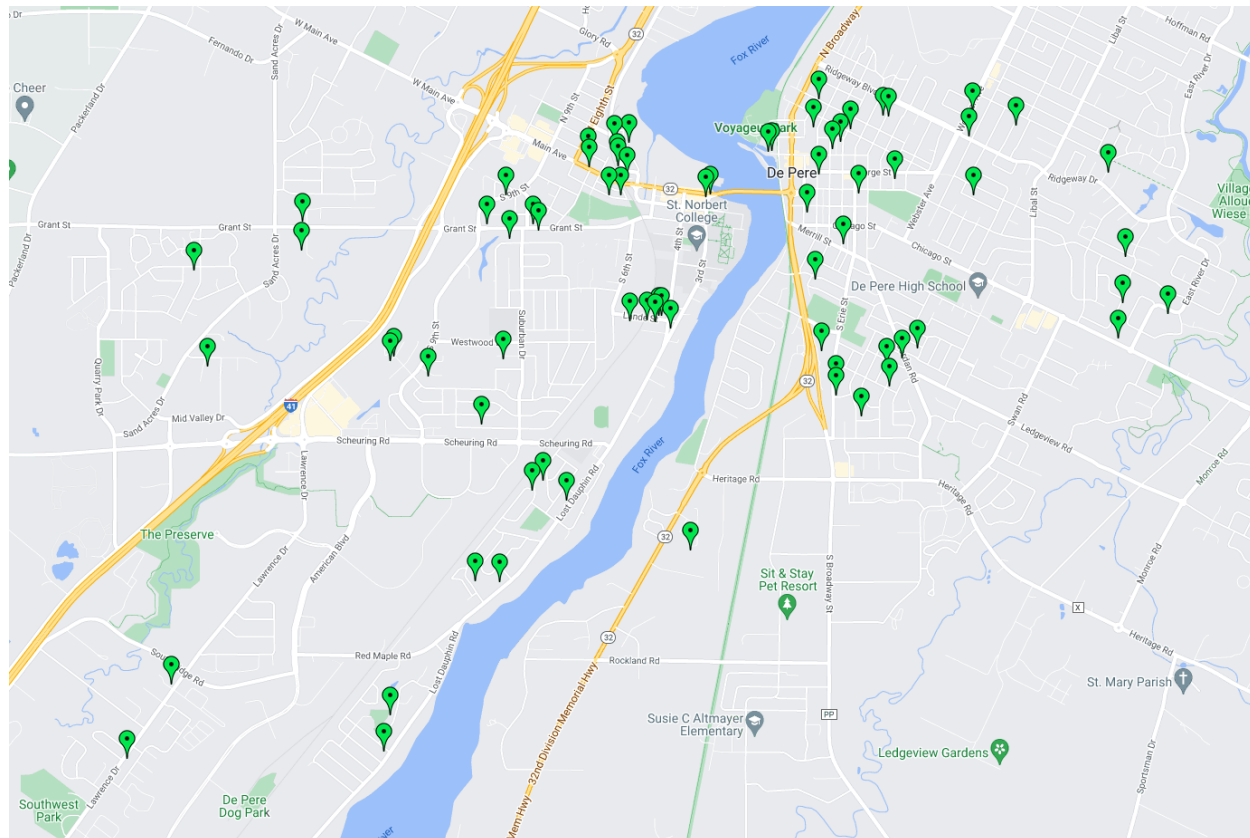
Additional information on registered sex offenders in Wisconsin is available at: <https://appsdoc.wi.gov/public> . Users are able to generate maps based on geographical data as

Jeremy A. Muraski | Chief of Police

(920) 339-4078 ♦ jmuraski@deperewi.gov ♦ www.deperewi.gov ♦ @DePerePD ♦ 325 S. Broadway, De Pere, WI 54115



shown below. Note that the search for the City of De Pere will also show those who live outside the corporate city limits, but still have a De Pere mailing address as you will see from the map below.



Thank you for your time and consideration,

Jeremy A. Muraski

Chief of Police



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Planning

FROM: Daniel Lindstrom

SUBJECT: Update from Development Services Department Regarding the
Status of Potential Development Sites and Development Projects in
the Downtown and Business Parks.

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

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #23-03 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23; Schedules B and G).

The Board of Public Works at the February 13, 2023 meeting approved amending Schedule B to include a stop sign on Commerce Drive at Rockland Road and Schedule G to restrict parking on the east side of S. Michigan Street from Lewis Street to Charles Street and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Ord23-03 (PDF)
- 2023 0213-BOPW-PTTeam-Recommendations (PDF)

ORDINANCE #23-03

AMENDING CHAPTER 150 OF THE DE PERE MUNICIPAL CODE REGARDING TRAFFIC
REGULATIONS (Section 150-23; Schedules B and G)

THE COMMON COUNCIL OF THE CITY OF DE PERE DOES ORDAIN AS FOLLOWS:

Section 1: Section 150-23, Schedule B (STOP INTERSECTIONS/RIGHT TURN NO STOP), is
hereby amended as follows:

ADDITION:

Traffic On	Stops At
Commerce Drive	Rockland Road

Section 2: Section 150-23, Schedule G (PARKING), is hereby amended as follows:

DELETION:

NO PARKING			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Michigan	W	Lewis	Charles

ADDITION:

NO PARKING			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Michigan	E	Lewis	Charles

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby
repealed.

Section 4: This ordinance shall take effect on and after its passage and publication.

Ordinance #23-03

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of
February, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2023

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



City Engineer Parking and Traffic Recommendations February 1, 2023 Meeting

Parking and Parking Lot Items:

1. Move parking from the east side of Michigan Street to the west side between Lewis and Charles Street. Staff received a request to relocate parking to accommodate truck movements to the Mulva site. Additionally, the parking will then be located along the Mulva site and on the same side as St Francis Church, which are the two biggest parking generators on the block. A survey was sent to residents on the block and they were invited to attend the Board meeting. Nine surveys were sent out. We received three back with two in support and one with no preference.

Recommendation:

- Staff recommends updating the ordinance to change Schedule D, "No Parking", as follows:

No Parking

Delete:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Michigan Street</i>	<i>W</i>	<i>Lewis Street</i>	<i>Charles Street</i>

No Parking

Insert:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Michigan Street</i>	<i>E</i>	<i>Lewis Street</i>	<i>Charles Street</i>

Signs – Other

2. Consider the installation of a stop signs on Commerce Drive and at Rockland Road.
 - Rockland Road is a collector street with a 35-mph speed limit.

Recommendation:

- Staff recommends the stop sign on Commerce Drive at Rockland Road be installed and the ordinance updated as follows:

Schedule B

Stop Intersections/Right Turn No Stop

Insert:

<i>Traffic On</i>	<i>Stops At</i>
<i>Commerce Drive</i>	<i>Rockland Road</i>



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-09 Authorizing Agreement for Consulting Services Between the City of De Pere and KLM Engineering, Incorporated (Enterprise Reservoir and Ninth Street Tower Inspections).

The Board of Public Works at the February 13, 2023 meeting approved awarding the Reservoir and Tower Inspections Contract to KLM Engineering in the amount of \$5,800 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso23-09 (PDF)
- KLM Engineering(Enterprise and Ninth Reservoirs)2-13-23 (PDF)
- Exhibit A-KLM Engineering (PDF)
- Exhibit B-KLM Engineering (PDF)
- Consider Reservoir and Tower Inspections 2-6-2023 (DOCX)
- 2023 Reservoir & Tower Inspections (DOCX)
- Reservoir Inspection Proposal Summary 2-1-2023 (PDF)
- KLM Engineering - 2023 Reservoir-Tower Inspection Proposal(PDF)

RESOLUTION #23-09

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND KLM ENGINEERING, INCORPORATED
(Enterprise Reservoir and Ninth Street Tower Inspections)

WHEREAS, the City is in need of inspection services for its Enterprise Reservoir and Ninth Street water storage facilities, required to occur every five years; and

WHEREAS, KLM Engineering, Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and KLM Engineering, Incorporated, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2023

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND KLM ENGINEERING, INCORPORATED
(Enterprise Reservoir and Ninth Street Tower Inspections)**

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and KLM Engineering, Incorporated, a foreign corporation authorized to conduct business in the State of Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a firm to inspect its Enterprise Reservoir and Ninth Street water storage facilities, which inspections are required to occur every five years.

WHEREAS, Consultant has available and offers to provide qualified personnel and professional assistance necessary to accomplish the work required within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals dated January 5, 2023 (Exhibit A) and Consultant's Proposal thereto dated January 17, 2023 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with existing drawings and as-built of reservoir and tower, as well as other applicable information or items concerning the project as are available or indicated in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B to be paid in a lump sum at the conclusion of project. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XI. NON-DISCRIMINATION/COMPLIANCE WITH STATE AND FEDERAL LAWS

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member

of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to city resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XIII. ALLOCATION OF RISKS

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

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVIII. SUSPENSION OF WORK

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

XIX. TERMINATION OF WORK

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

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

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

XX. MEDIATION

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

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

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

XXI. NOTICES

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

If to City:

City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

KLM Engineering, Inc.
Attn: Michael Novitzki
Director of Business Development
1976 Wooddale Drive
Suite 4
Woodbury, MN 55125

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

KLM ENGINEERING INCORPORATED

CITY OF DE PERE, WISCONSIN

By: _____

Name: _____

Title: _____

By: _____

James G. Boyd, Mayor

By: _____

Name: _____

Title: _____

By: _____

Carey E. Danen, City Clerk

J:\Law\Agreements\2023\Consultant\KLM Engineering(Enterprise Reservoir and Ninth Street Tower)2-13-23.docx

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



January 5, 2023

RE: Request for Proposals 2023 Reservoir & Tower Inspections

The City of De Pere is requesting a proposal from your firm to complete inspections of the Enterprise reservoir and Ninth Street water tower. The City is required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years

Enterprise Reservoir

The Enterprise Reservoir located at 1851 Enterprise Drive is a 1,250,000 – gallon concrete ground storage reservoir that was constructed in 2006 and went online in 2007. The overflow height of the reservoir is 35-feet. The diameter of the tank is 78-feet. The reservoir was last inspected in 2018 and was drained for the inspection. The type of inspection required will be a wet inspection.



Ninth Street Tower

The Ninth Street water tower is located at 315 N. Ninth Street. The tower is a 250,000-gallon multi-legged steel elevated storage tank that was constructed in 1960. The height of the tower is 147.9 feet, and the diameter of the tower is 40 feet. The tower was painted inside and out in 2013. The tower was last inspected in 2018 and was a wet/ROV inspection. The type of inspection required will be a drain down inspection.



Scope of Work:

1. Review existing drawings and as-built of reservoir and tower and any other pertinent information pertaining to the reservoir and tower.
2. Conduct all tank inspections to meet Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes **NR 810.14 Water storage facility inspections** requirement.

3. Dry inspection points of emphasis:

- a) Inspection shall include the wash down and removal of all debris, sediment or biofilm from the roof or ceiling, walls to the water line, and floor of the tank prior to inspection. Vacuum cleaning of the floor of the tank shall be required to completely clean and remove all sediment and debris. Sediment and debris can be discharged into a geo-bag for dewatering and removed at cleanup.
 - b) Note on inspection report all structural failures such as cracks, spalling, deteriorating caulk or paint, rust penetrations, and sealant failure to prevent infiltration.
 - c) The interior of the tank will be disinfected IAW the methods of AWWA Standard C652-02. Two (2) successive safe samples shall be taken at 24-hour intervals in order to put tank back online. The first sample will be taken by the contractor, and the second by the utility. A minimum of 0.2 mg/l of free chlorine residual is required at the time of sampling.
4. Prepare a final report showing the result of the tank inspection(s). The report shall include a summary of the inspection and a list of any deficiencies in the tank. The written report will include photos for the tank inspection(s). The final report will contain recommendations for future work based on the results of this inspection.
5. Prepare reports for WDNR as required.
6. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The reservoir/standpipe inspections shall be completed by October 6, 2023.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the

municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000 per person/per accident.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

- 1) Previous Experience: Past Work on projects of similar or greater magnitude.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

- 4) Schedule: Firm shall submit the number of days to complete the inspections and the anticipated start date on proposal sheet provided with this proposal to complete all work mentioned above.

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

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

All sealed proposals shall be received no later to 2:00 p.m. on February 1, 2023.

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

If you have any questions regarding De Pere’s reservoir, tower, or this proposal, please call Eric Zygarlicke at (920) 339-4063.

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
 Director of Public Works

City of De Pere Water Utility

2023 Reservoir/Tower Inspection Proposal

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

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

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

Lump Sum Price for Enterprise Reservoir Inspection: \$ _____

Lump Sum Price for Ninth Street Water Tower Inspection: \$ _____

Name of Firm

Address of Firm

Telephone Number

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

City of De Pere Water Utility

2023 Reservoir/Tower Inspection Proposal

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

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

Lump Sum Price for Enterprise Reservoir Inspection: \$ Per Attachment "A" Proposal

Lump Sum Price for Ninth Street Water Tower Inspection: \$ Per Attachment "A" Proposal

KLM Engineering, Inc.

Name of Firm

1976 Wooddale Drive, Suite 4, Woodbury, MN 55125

Address of Firm

651-773-5111

Telephone Number

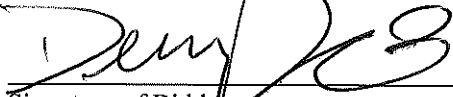
X

Exhibit B

Page 1 of 8

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

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



Signature of Bidder

January 17, 2023

Date

Dewey Prinzing

Print or Type Name of Bidder

Vice President of Buisness Development

Title

Estimated Start Date: On or before 7/31/23 & be completed by 9/29/23.



ATTACHMENT "A" - Proposal

Corporate Office
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

January 17, 2023

Sent via Email Only

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

RE: 1,250,000-Gallon Concrete Ground Storage Reservoir "Enterprise Reservoir"
250,000-Gallon Multi-Legged Steel Elevated water Tower "Ninth Street Tower"
De Pere, Wisconsin

Dear Mr. Thoresen:

KLM is pleased to submit this proposal for the remote operated vehicle (ROV) Evaluation of the Enterprise Reservoir and a Dry Tank Cleanout Inspection of the Ninth Street tower.

KLM Engineering provides NACE and AWS trained inspectors, certified in competent climbing, having experience and working knowledge of the Occupational Safety and Health Standards (OSHA), American Water Works Association (AWWA), American Concrete Industry (ACI) and State Regulations (WI DNR).

KLM Engineering provides evaluation reports that are reviewed by an engineer who has authored the report and/or were written under the engineer's direct supervision.

DOCUMENTATION

KLM will provide the Owner with an evaluation report, which will provide the following benefits:

1. Review existing drawings and as built of reservoir and tower and any other pertinent information pertaining to the reservoir and tower.
2. Complete WI DNR Form 3300-248 and submit to the City.
3. Clearly stating the actual condition of the tanks.
4. For coated reservoirs, provide a life expectancy estimate of the coatings and/or an estimated timeline for coating replacement.
5. Identify structure deficiencies and recommended repairs to bring the tanks into compliance with ACI, AWWA and OSHA requirements.
6. Provide a schedule for performing recommended maintenance work.
7. Provide a Cost Estimate for all structure repairs and coating replacement.
8. Identify the quantity of sediment and recommend a timeline for cleanout, if warranted.
9. Include color photographs identifying current conditions and any required repairs.
10. Recommend a timeline for future evaluations.

The evaluation report will be provided to the City of De Pere, Wisconsin in digital format (Pdf). After which, KLM will contact City of De Pere, Wisconsin to discuss the report and answer any questions.



Copyright 2023 by KLM Engineering, Inc.

XXXXXXXXXX

SCOPE OF WORK

ROV Evaluation (Enterprise Reservoir)

KLM plans to utilize a two-man crew and a remote operated vehicle (ROV) to perform the evaluation. This evaluation method can be performed in one day.

KLM will provide inspectors who are properly trained and qualified to perform this type of evaluation. KLM inspectors will place a disinfected ROV and tether into the reservoir for the interior evaluation of the roof, walls, partition walls, floor, piping and valves. Video recording and photos will be taken with an underwater camera, which will show the structure conditions and quantity of sediment. The interior of the inlet pipe is excluded from the evaluation, unless otherwise written into this Agreement.

Dry Tank Cleanout Evaluation (Ninth Street Tower)

KLM will inspect the floor, the reservoir walls and any interior structure accessible without rigging the Tower. All accessible exterior surfaces, including the roof, will also be inspected. KLM will measure and photograph all areas that need to be included in the evaluation report. KLM will also remove any sediment from the tank and deposit onsite.

When the tower is empty, KLM will perform a cleanout of the interior of the tank and riser. KLM will supply the chlorine and disinfect the tank in accordance with Method 2 or 3 of AWWA C652-11.

Exterior and Interior Evaluation

The exterior and interior evaluation is critical to the evaluation to determine whether there are any structure deficiencies and OSHA compliance.

The exterior will be inspected from all areas accessible without rigging, unless otherwise written into this Agreement. Coating conditions of both the interior and exterior piping and reservoir coatings, when applicable, will be examined using dry film thickness (DFT) and standard ASTM tests.

Interior and Exterior:

- | | |
|--|---|
| ◆ Roof structure (size and style). | ◆ Safety considerations. |
| ◆ Vents (size and style). | ◆ Drains. |
| ◆ Roof manways (size and style). | ◆ Floor condition. |
| ◆ Ventilation manways (size and style). | ◆ Pitting on piping. |
| ◆ Overflow weir and pipe (size and style). | ◆ Ladders, cages, platforms and handrails. |
| ◆ Support column (size and style). | ◆ Base pad condition, including Flexcell and grout. |
| ◆ Capacity level and head range. | ◆ Screens on vents and overflows. |
| ◆ Inlet/outlet pipe. | ◆ Overflow air breaks, splash pads and drainage. |
| ◆ Mud ring. | ◆ Safety devices. |
| ◆ Site dimensions. | |

OWNER'S RESPONSIBILITIES**ROV Inspection**

The Owner's personnel shall also be responsible for:

- Set the water at, or near, the high-water operating level.
- If possible, cease the water inlet and outlet operation during the ROV inspection.
- Taking and testing water samples, as required.
- Providing information on the reservoir, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. This information is most useful if obtained prior to the reservoir inspection and evaluation.

Dry Tank Cleanout

The Owner's personnel shall also be responsible for:

- Verifying the tower is empty prior to arrival of KLM inspectors.
- Manning the shut off valve at all times.
- Opening and closing the inlet/outlet pipe.
- Assist to backflush and disinfect the reservoir.
- Provide a supply of water.
- Verify that cleanout and disinfection have been performed to Owner's satisfaction.
- Disposing of sediment and debris.
- Taking and testing water samples within 24 hours after cleanout of the tank has been completed.

Providing copies of background information on tank, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its evaluation.

De Pere, WI – ROV Evaluation and Dry Tank Cleanout Inspection

FEES

Enterprise Reservoir

ROV Inspection

The fee for the above-referenced scope of work is:..... \$2,900.00.

***IF KLM is selected to complete the GS Mixer Series installations for the City of De Pere, Wisconsin KLM will complete the ROV On the Enterprise Reservoir for a Fee of:\$1,500.00**

Ninth Street Tower

Dry Tank Cleanout Inspection

The fee for the above-referenced scope of work is:..... \$2,900.00.

***Per conversations with Scott Thoresen, KLM will not be required to use Geo-bags for the disposal of sediment.**

The fee for lead and chromium collection and testing is an additional \$500.00, if requested.

The fee for gasket installation on state-required wet access manway is \$100.00.

It is the responsibility of the Owner to make sure that the tank is prepared for the evaluation per the schedule agreed to in advance by both parties. In the event KLM arrives on site and the tank is not ready, a second day will be charged as additional time and materials.

Should the tank be deemed unsafe by our inspectors, we reserve the right to revise the proposal to include necessary equipment and measures to ensure safe access to complete the scope of work. Said revised proposal would be subject to Owner approval

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between City of De Pere and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change, if proposed work exceeds twelve (12) months from the date of this proposal.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

SCHEDULE

The installation will start on or before July 31, 2023 and be completed by September 29, 2023.



PREVIOUS EXPERIENCE

Merrill, WI
 Owner: City of Merrill
 Client: City of Merrill
 Contact: Gabe Steinagel 715-536-5594

Burlington, WI
 Owner: City of Burlington
 Client: Burlington Water Utility
 Contact: Peter Riggs 262-342-1182

Milton, WI
 Owner: City of Milton
 Client: City of Milton
 Contact: Mark Langer 608-868-6900

Franklin, WI
 Owner: City of Franklin
 Client: City of Franklin
 Contact: Mike Roberts 414-421-2581

New Holstein, WI
 Owner: City of New Holstein
 Client: New Holstein Utilities
 Contact: Doug Schneider 920-898-5766

Marinette, WI
 Owner: Marinette Water & Wastewater Utility
 Client: Marinette Water & Wastewater Utility
 Contact: Warren Howard 715-732-5180

REFERENCES

Merrill, WI
 Owner: City of Merrill
 Client: City of Merrill
 Contact: Gabe Steinagel 715-536-5594

Burlington, WI
 Owner: City of Burlington
 Client: Burlington Water Utility
 Contact: Peter Riggs 262-342-1182

Milton, WI
 Owner: City of Milton
 Client: City of Milton
 Contact: Mark Langer 608-868-6900

Franklin, WI
 Owner: City of Franklin
 Client: City of Franklin
 Contact: Mike Roberts 414-421-2581

New Holstein, WI
 Owner: City of New Holstein
 Client: New Holstein Utilities
 Contact: Doug Schneider 920-898-5766

Marinette, WI
 Owner: Marinette Water & Wastewater Utility
 Client: Marinette Water & Wastewater Utility
 Contact: Warren Howard 715-732-5180

De Pere, WI – ROV Evaluation and Dry Tank Cleanout Inspection

AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If City of De Pere finds the proposal acceptable, please sign and return by mail, fax or email. By signing and returning this signature page only, you agree to the terms of the entire proposal document submitted. When KLM receives the signed proposal, we will contact the City of De Pere to coordinate an evaluation date. Upon delivery of the report to the City of De Pere, an invoice will be submitted according to the terms of this Agreement.

This Agreement, between the City of De Pere, of De Pere, Wisconsin and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

CITY OF DE PERE
925 South Sixth Street
De Pere, Wisconsin 54115

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

 Signature

 Signature

 Name

 Michael Novitzki
 Name

 Title

 Director of Business Development
 Title

 Date

 January 17, 2023
 Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
 Michael Novitzki
 Director of Business Development
 1976 Wooddale Drive, Suite 4
 Woodbury, MN 55125
 Cell: 651-440-5058
 Email: mnovitzki@klmengineering.com

Attachment: KLM Terms and Conditions

Rev 2023.01.01



Copyright 2023 by KLM Engineering, Inc.

XXXXXXXXXX

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: February 6, 2023
RE: Consideration and possible action on Reservoir and Tower Inspections*

The City is required by Wisconsin Statutes NR 810.14 to inspect their water storage facilities every five (5) years. The Enterprise reservoir (constructed 2006) and Ninth Street tower (constructed 1960) were last inspected in 2018.

Staff solicited twelve (12) companies for proposals (See attached) and has received the following quotes for performing the above inspections:

KLM Engineering, Woodbury, MN	= \$5,800.00
Veolia, Utility Services, Sussex, WI	= \$ 8,084.75
Dixon Engineering, Inc., of Greenfield, WI	= \$ 8,500.00
Badger State Inspections, LLC, Osseo, WI	= No Bid
James Orr Coating Inspections, LLC, Madison, WI	= No Bid
Lane Tank Company, Inc., Menomonie, WI	= No Bid
McMahon Associates, Neenah, WI	= No Bid
Midco Diving & Marine, Rapid City, SD	= No Bid
Pittsburg Tank & Tower Group, Henderson, KY	= No Bid
Utility Service Associates, Kalispell, MT	= No Bid
Water Tower Clean and Coat, Inc. Lodi, WI	= No Bid

I reviewed the proposals that were submitted. Staff recommends approving the proposal from KLM Engineering, Woodbury, MN in the amount of \$5,800. The funding for this project was approved under the 2023 water utility budget under capital projects in the amount of \$15,000.

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

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



January 5, 2023

RE: Request for Proposals 2023 Reservoir & Tower Inspections

The City of De Pere is requesting a proposal from your firm to complete inspections of the Enterprise reservoir and Ninth Street water tower. The City is required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years

Enterprise Reservoir

The Enterprise Reservoir located at 1851 Enterprise Drive is a 1,250,000 – gallon concrete ground storage reservoir that was constructed in 2006 and went online in 2007. The overflow height of the reservoir is 35-feet. The diameter of the tank is 78-feet. The reservoir was last inspected in 2018 and was drained for the inspection. The type of inspection required will be a wet inspection.



Ninth Street Tower

The Ninth Street water tower is located at 315 N. Ninth Street. The tower is a 250,000-gallon multi-legged steel elevated storage tank that was constructed in 1960. The height of the tower is 147.9 feet, and the diameter of the tower is 40 feet. The tower was painted inside and out in 2013. The tower was last inspected in 2018 and was a wet/ROV inspection. The type of inspection required will be a drain down inspection.



Scope of Work:

1. Review existing drawings and as-built of reservoir and tower and any other pertinent information pertaining to the reservoir and tower.
2. Conduct all tank inspections to meet Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes **NR 810.14 Water storage facility inspections** requirement.

3. Dry inspection points of emphasis:

- a) Inspection shall include the wash down and removal of all debris, sediment or biofilm from the roof or ceiling, walls to the water line, and floor of the tank prior to inspection. Vacuum cleaning of the floor of the tank shall be required to completely clean and remove all sediment and debris. Sediment and debris can be discharged into a geo-bag for dewatering and removed at cleanup.
 - b) Note on inspection report all structural failures such as cracks, spalling, deteriorating caulk or paint, rust penetrations, and sealant failure to prevent infiltration.
 - c) The interior of the tank will be disinfected IAW the methods of AWWA Standard C652-02. Two (2) successive safe samples shall be taken at 24-hour intervals in order to put tank back online. The first sample will be taken by the contractor, and the second by the utility. A minimum of 0.2 mg/l of free chlorine residual is required at the time of sampling.
4. Prepare a final report showing the result of the tank inspection(s). The report shall include a summary of the inspection and a list of any deficiencies in the tank. The written report will include photos for the tank inspection(s). The final report will contain recommendations for future work based on the results of this inspection.
5. Prepare reports for WDNR as required.
6. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The reservoir/standpipe inspections shall be completed by October 6, 2023.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the

municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000 per person/per accident.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

- 1) Previous Experience: Past Work on projects of similar or greater magnitude.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

- 4) Schedule: Firm shall submit the number of days to complete the inspections and the anticipated start date on proposal sheet provided with this proposal to complete all work mentioned above.

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

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

All sealed proposals shall be received no later to 2:00 p.m. on February 1, 2023.

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

If you have any questions regarding De Pere’s reservoir, tower, or this proposal, please call Eric Zygarlicke at (920) 339-4063.

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
 Director of Public Works

City of De Pere Water Utility

2023 Reservoir/Tower Inspection Proposal

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

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

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

Lump Sum Price for Enterprise Reservoir Inspection: \$ _____

Lump Sum Price for Ninth Street Water Tower Inspection: \$ _____

Name of Firm

Address of Firm

Telephone Number

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

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Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Tank Inspection Proposal Summary 2-1-2023

Company Name	Tank	LS
KLM Engineering		
	Enterprise Reservoir	\$2,900.00
	Ninth Street Tower	\$2,900.00
		\$5,800.00
VEOLIA, Utility Services		
	Enterprise Reservoir	\$3,000.00
	Ninth Street Tower	\$5,084.75
		\$8,084.75
Dixon Engineering, Inc.		
	Enterprise Reservoir	\$4,250.00
	Ninth Street Tower	\$4,250.00
		\$8,500.00
Badger State Inspection, LLC		
	Enterprise Reservoir	No Bid
	Ninth Street Tower	No Bid
Jim Orr Coating Inspection, LLC		
	Enterprise Reservoir	No Bid
	Ninth Street Tower	No Bid
Lane Tank Company, Inc.		
	Enterprise Reservoir	No Bid
	Ninth Street Tower	No Bid
LiquiVision Technology, Inc.		
	Enterprise Reservoir	No Bid
	Ninth Street Tower	No Bid
McMahon Associates		
	Enterprise Reservoir	No Bid
	Ninth Street Tower	No Bid
Midco Diving & Marine		
	Enterprise Reservoir	No Bid
	Ninth Street Tower	No Bid
Pittsburg Tank & Tower Group		
	Enterprise Reservoir	No Bid
	Ninth Street Tower	No Bid
Utility Service Associates		
	Enterprise Reservoir	No Bid
	Ninth Street Tower	No Bid
Water Tower Clean and Coat, Inc.		
	Enterprise Reservoir	No Bid
	Ninth Street Tower	No Bid

City of De Pere Water Utility

2023 Reservoir/Tower Inspection Proposal

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

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Lump Sum Price for Ninth Street Water Tower Inspection: \$ Per Attachment "A" Proposal

KLM Engineering, Inc.

Name of Firm

1976 Wooddale Drive, Suite 4, Woodbury, MN 55125

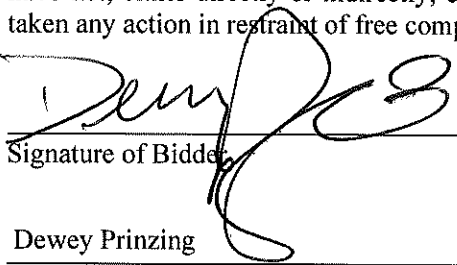
Address of Firm

651-773-5111

Telephone Number

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Signature of Bidder

January 17, 2023

Date

Dewey Prinzing

Print or Type Name of Bidder

Vice President of Buisness Development

Title

Estimated Start Date: On or before 7/31/23 & be completed by 9/29/23.



ATTACHMENT "A" - Proposal

Corporate Office
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

January 17, 2023

Sent via Email Only

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

RE: 1,250,000-Gallon Concrete Ground Storage Reservoir "Enterprise Reservoir"
250,000-Gallon Multi-Legged Steel Elevated water Tower "Ninth Street Tower"
De Pere, Wisconsin

Dear Mr. Thoresen:

KLM is pleased to submit this proposal for the remote operated vehicle (ROV) Evaluation of the Enterprise Reservoir and a Dry Tank Cleanout Inspection of the Ninth Street tower.

KLM Engineering provides NACE and AWS trained inspectors, certified in competent climbing, having experience and working knowledge of the Occupational Safety and Health Standards (OSHA), American Water Works Association (AWWA), American Concrete Industry (ACI) and State Regulations (WI DNR).

KLM Engineering provides evaluation reports that are reviewed by an engineer who has authored the report and/or were written under the engineer's direct supervision.

DOCUMENTATION

KLM will provide the Owner with an evaluation report, which will provide the following benefits:

1. Review existing drawings and as built of reservoir and tower and any other pertinent information pertaining to the reservoir and tower.
2. Complete WI DNR Form 3300-248 and submit to the City.
3. Clearly stating the actual condition of the tanks.
4. For coated reservoirs, provide a life expectancy estimate of the coatings and/or an estimated timeline for coating replacement.
5. Identify structure deficiencies and recommended repairs to bring the tanks into compliance with ACI, AWWA and OSHA requirements.
6. Provide a schedule for performing recommended maintenance work.
7. Provide a Cost Estimate for all structure repairs and coating replacement.
8. Identify the quantity of sediment and recommend a timeline for cleanout, if warranted.
9. Include color photographs identifying current conditions and any required repairs.
10. Recommend a timeline for future evaluations.

The evaluation report will be provided to the City of De Pere, Wisconsin in digital format (Pdf). After which, KLM will contact City of De Pere, Wisconsin to discuss the report and answer any questions.



SCOPE OF WORK

ROV Evaluation (Enterprise Reservoir)

KLM plans to utilize a two-man crew and a remote operated vehicle (ROV) to perform the evaluation. This evaluation method can be performed in one day.

KLM will provide inspectors who are properly trained and qualified to perform this type of evaluation. KLM inspectors will place a disinfected ROV and tether into the reservoir for the interior evaluation of the roof, walls, partition walls, floor, piping and valves. Video recording and photos will be taken with an underwater camera, which will show the structure conditions and quantity of sediment. The interior of the inlet pipe is excluded from the evaluation, unless otherwise written into this Agreement.

Dry Tank Cleanout Evaluation (Ninth Street Tower)

KLM will inspect the floor, the reservoir walls and any interior structure accessible without rigging the Tower. All accessible exterior surfaces, including the roof, will also be inspected. KLM will measure and photograph all areas that need to be included in the evaluation report. KLM will also remove any sediment from the tank and deposit onsite.

When the tower is empty, KLM will perform a cleanout of the interior of the tank and riser. KLM will supply the chlorine and disinfect the tank in accordance with Method 2 or 3 of AWWA C652-11.

Exterior and Interior Evaluation

The exterior and interior evaluation is critical to the evaluation to determine whether there are any structure deficiencies and OSHA compliance.

The exterior will be inspected from all areas accessible without rigging, unless otherwise written into this Agreement. Coating conditions of both the interior and exterior piping and reservoir coatings, when applicable, will be examined using dry film thickness (DFT) and standard ASTM tests.

Interior and Exterior:

- | | |
|--|---|
| ◆ Roof structure (size and style). | ◆ Safety considerations. |
| ◆ Vents (size and style). | ◆ Drains. |
| ◆ Roof manways (size and style). | ◆ Floor condition. |
| ◆ Ventilation manways (size and style). | ◆ Pitting on piping. |
| ◆ Overflow weir and pipe (size and style). | ◆ Ladders, cages, platforms and handrails. |
| ◆ Support column (size and style). | ◆ Base pad condition, including Flexcell and grout. |
| ◆ Capacity level and head range. | ◆ Screens on vents and overflows. |
| ◆ Inlet/outlet pipe. | ◆ Overflow air breaks, splash pads and drainage. |
| ◆ Mud ring. | ◆ Safety devices. |
| ◆ Site dimensions. | |

OWNER'S RESPONSIBILITIES

ROV Inspection

The Owner's personnel shall also be responsible for:

- ◆ Set the water at, or near, the high-water operating level.
- ◆ If possible, cease the water inlet and outlet operation during the ROV inspection.
- ◆ Taking and testing water samples, as required.
- ◆ Providing information on the reservoir, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. This information is most useful if obtained prior to the reservoir inspection and evaluation.

Dry Tank Cleanout

The Owner's personnel shall also be responsible for:

- ◆ Verifying the tower is empty prior to arrival of KLM inspectors.
- ◆ Manning the shut off valve at all times.
- ◆ Opening and closing the inlet/outlet pipe.
- ◆ Assist to backflush and disinfect the reservoir.
- ◆ Provide a supply of water.
- ◆ Verify that cleanout and disinfection have been performed to Owner's satisfaction.
- ◆ Disposing of sediment and debris.
- ◆ Taking and testing water samples within 24 hours after cleanout of the tank has been completed.

Providing copies of background information on tank, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its evaluation.

De Pere, WI – ROV Evaluation and Dry Tank Cleanout Inspection

FEES

Enterprise Reservoir

ROV Inspection

The fee for the above-referenced scope of work is:..... \$2,900.00.

***IF KLM is selected to complete the GS Mixer Series installations for the City of De Pere, Wisconsin KLM will complete the ROV On the Enterprise Reservoir for a Fee of:\$1,500.00**

Ninth Street Tower

Dry Tank Cleanout Inspection

The fee for the above-referenced scope of work is:..... \$2,900.00.

***Per conversations with Scott Thoresen, KLM will not be required to use Geo-bags for the disposal of sediment.**

The fee for lead and chromium collection and testing is an additional \$500.00, if requested.

The fee for gasket installation on state-required wet access manway is \$100.00.

It is the responsibility of the Owner to make sure that the tank is prepared for the evaluation per the schedule agreed to in advance by both parties. In the event KLM arrives on site and the tank is not ready, a second day will be charged as additional time and materials.

Should the tank be deemed unsafe by our inspectors, we reserve the right to revise the proposal to include necessary equipment and measures to ensure safe access to complete the scope of work. Said revised proposal would be subject to Owner approval

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between City of De Pere and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change, if proposed work exceeds twelve (12) months from the date of this proposal.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

SCHEDULE

The installation will start on or before July 31, 2023 and be completed by September 29, 2023.

PREVIOUS EXPERIENCE

Merrill, WI
 Owner: City of Merrill
 Client: City of Merrill
 Contact: Gabe Steinagel 715-536-5594

Burlington, WI
 Owner: City of Burlington
 Client: Burlington Water Utility
 Contact: Peter Riggs 262-342-1182

Milton, WI
 Owner: City of Milton
 Client: City of Milton
 Contact: Mark Langer 608-868-6900

Franklin, WI
 Owner: City of Franklin
 Client: City of Franklin
 Contact: Mike Roberts 414-421-2581

New Holstein, WI
 Owner: City of New Holstein
 Client: New Holstein Utilities
 Contact: Doug Schneider 920-898-5766

Marinette, WI
 Owner: Marinette Water & Wastewater Utility
 Client: Marinette Water & Wastewater Utility
 Contact: Warren Howard 715-732-5180

REFERENCES

Merrill, WI
 Owner: City of Merrill
 Client: City of Merrill
 Contact: Gabe Steinagel 715-536-5594

Burlington, WI
 Owner: City of Burlington
 Client: Burlington Water Utility
 Contact: Peter Riggs 262-342-1182

Milton, WI
 Owner: City of Milton
 Client: City of Milton
 Contact: Mark Langer 608-868-6900

Franklin, WI
 Owner: City of Franklin
 Client: City of Franklin
 Contact: Mike Roberts 414-421-2581

New Holstein, WI
 Owner: City of New Holstein
 Client: New Holstein Utilities
 Contact: Doug Schneider 920-898-5766

Marinette, WI
 Owner: Marinette Water & Wastewater Utility
 Client: Marinette Water & Wastewater Utility
 Contact: Warren Howard 715-732-5180

De Pere, WI – ROV Evaluation and Dry Tank Cleanout Inspection

AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If City of De Pere finds the proposal acceptable, please sign and return by mail, fax or email. By signing and returning this signature page only, you agree to the terms of the entire proposal document submitted. When KLM receives the signed proposal, we will contact the City of De Pere to coordinate an evaluation date. Upon delivery of the report to the City of De Pere, an invoice will be submitted according to the terms of this Agreement.

This Agreement, between the City of De Pere, of De Pere, Wisconsin and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

CITY OF DE PERE
925 South Sixth Street
De Pere, Wisconsin 54115

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

 Signature

 Signature

 Name

 Michael Novitzki
 Name

 Title

 Director of Business Development
 Title

 Date

 January 17, 2023
 Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
 Michael Novitzki
 Director of Business Development
 1976 Wooddale Drive, Suite 4
 Woodbury, MN 55125
 Cell: 651-440-5058
 Email: mnovitzki@klmengineering.com

Attachment: KLM Terms and Conditions

Rev 2023.01.01

**KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS**

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the “Agreement”). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client’s behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

- 12. LIMITATION OF LIABILITY.** IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.
- 13. DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
- 14. TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
- 15. SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
- 16. KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.
- 17. ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
- 18. AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
- 19. NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- 20. GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
- 21. AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5**, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

De Pere, WI – ROV Evaluation and Dry Tank Cleanout Inspection

22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.
23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-10 Authorizing Agreement for Consulting Services Between the City of De Pere and KLM Engineering, Incorporated (Enterprise Reservoir Mixer Installation).

The Board of Public Works at the February 13, 2023 meeting approved the proposal for Enterprise Drive Reservoir Mixer installation from KLM Engineering, Inc. in the amount of \$36,813 and moved to sent it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso23-10 (PDF)
- KLM Engineering(Enterprise Reservoir)2-13-23 (PDF)
- Exhibit A-KLM Engineering-Enterprise Reservoir (PDF)
- Exhibit B-KLM Engineering-Enterprise Reservoir Mixer (PDF)
- Consideration Enterprise Drive Reservoir Mixer 2023-02-13 (PDF)
- Reservoir Mixer Proposal Summary 2023-01-26 (PDF)
- 2023 Enterprise Drive Reservoir Mixer (PDF)
- KLM - De Pere, WI 2023 Enterpricse Drive Reservoir Mixer Proposal 2023.01.25 (PDF)

RESOLUTION #23-10

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND KLM ENGINEERING, INCORPORATED
(Enterprise Reservoir Mixer Installation)

WHEREAS, the City is in need of a submersible potable reservoir mixer for its Enterprise Drive concrete standpipe reservoir to include control box and supervisory control and data acquisition monitoring; and

WHEREAS, KLM Engineering, Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and KLM Engineering, Incorporated, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2023

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND KLM ENGINEERING, INCORPORATED
(Enterprise Reservoir Mixer Installation)**

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and KLM Engineering, Incorporated, a foreign corporation authorized to conduct business in the State of Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a firm to furnish and install a submersible potable reservoir mixer for City's Enterprise Drive concrete standpipe reservoir to include control box and supervisory control and data acquisition (SCADA) monitoring.

WHEREAS, Consultant has available and offers to provide qualified personnel and professional assistance necessary to accomplish the work required within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals dated December 20, 2022 (Exhibit A) and Consultant's Proposal thereto dated January 25, 2023 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with existing drawings and as-built information for the reservoir, as well as other applicable information or items concerning the project as are available or indicated in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B to be paid in a lump sum following City inspection and confirmation that conditions have been met for the installation of the reservoir mixers as identified in Consultant's Proposal to City's satisfaction. Payment to the Consultant is due upon receipt of a detailed invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XI. NON-DISCRIMINATION

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

XII. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XIII. ALLOCATION OF RISKS

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

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

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

XVIII. SUSPENSION OF WORK

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

XIX. TERMINATION OF WORK

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

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

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

XX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the

other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XXI. NOTICES

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

If to City:

City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

KLM Engineering, Inc.
Attn: Dewey Prinzing
1976 Wooddale Drive; Suite 4
Woodbury, MN 55125

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

KLM ENGINEERING, INCORPORATED

CITY OF DE PERE, WISCONSIN

By: _____
Dewey Prinzing, Vice President of
Business Development

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2023\Consultant\KLM Engineering(Enterprise Reservoir)2-13-22.docx

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



December 20, 2022

**RE: Request for Proposals
2023 Enterprise Reservoir Mixer**

The City of De Pere is requesting a proposal from your firm to furnish and install a submersible potable reservoir mixer for the City's Enterprise Drive concrete standpipe reservoir. Installation of the reservoir mixer shall also include control box and SCADA monitoring system for the mixer.

Enterprise Reservoir

The Enterprise Reservoir located at 1851 Enterprise Drive is a 1,250,000 – gallon concrete ground storage reservoir that was constructed in 2006. Your firm will be required to review existing drawings and as-built information and any other pertinent information related to the reservoir in order to complete the scope of work for this project. (See picture below) The overflow height of the reservoir is 35-feet. The diameter of the tank is 78-feet.



Scope of Work:

1. Review existing drawings and as-built documents of the reservoir and any other pertinent information regarding the reservoir in order to complete the scope of work for the project.
2. Prepare all reports for Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.
3. Provide submersible reservoir mixer for potable water.
 - a. Reservoir mixer will completely mix the reservoir to maintain a consistent water temperature and chlorine residual. In addition, the reservoir mixer will completely mix the reservoir, so ice does not form inside the reservoir during the winter months.
 - b. The reservoir mixer will be fully submersible, designed for potable water, and can be installed without reservoir entry.
 - c. The reservoir mixer will operate continuously, all day and all night, using 120 VAC as the power source. The reservoir mixer will not have a gearbox and will not require lubrication.
 - d. The reservoir mixer will have no visible defects, and have high quality welds, assembly, and corrosion resistant finish.
 - e. The reservoir mixer will have a stainless-steel cable or retrieval chain.
 - f. The reservoir mixer shall be the manufacturer's latest model and design.
 - g. Installation of the reservoir mixer shall include any accessories necessary for proper operation of each reservoir mixer.
 - h. Installation of the reservoir mixer shall include a control box and SCADA monitoring system for the reservoir mixer.
 - i. Installation of the reservoir mixer shall include the **installation of all electrical items** necessary for operation of the reservoir mixer including any **trenching** required to make the connection to the City's electrical panel. All electrical work shall meet all State and municipal codes.
 - j. The reservoir mixer will be certified to ANSI/NSF Standard 61 and will be compliant with all aspects of the Safe Drinking Water Act (SDWA).

- k. The manufacturer of the reservoir mixer will have extensive experience in the production of such equipment, and the equipment will be manufactured in the United States.
 - l. The reservoir mixer will be warranted to be free of defects for a period of five (5) years. The five (5) year warranty shall include all parts and labor to address any defects. Contractor to provide written five (5) year warranty to the City.
4. Installation of the reservoir mixer shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statutes, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the installation of the reservoir mixer.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the installation of the reservoir mixer.
- 2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The installation of the reservoir mixers shall be completed by December 1, 2023.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials,

agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000 per person/per accident.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling and topsoil, seed, and mulch landscape restoration.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

- 1) Previous Experience: Past Work on projects of similar or greater magnitude.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.
- 4) Schedule: Firm shall submit the number of days to complete the installation of the reservoir mixer and the anticipated start date on the proposal sheet provided with this proposal to complete all work mentioned above.

You may submit your proposal via e-mail to ezygarrlicke@deperewi.gov or deliver, either in – person, or by courier or mail to:

Eric Zygarlicke
Water Department Supervisor, OIC
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All proposals shall be marked “**2023 Enterprise Reservoir Mixer**” and received no later than 2:00 PM (CST) on Thursday, January 26, 2023.

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

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063 or ezygarrlicke@deperewi.gov.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric Zygarlicke
Water Department Supervisor, OIC

City of De Pere Water Utility

2023 Enterprise Reservoir Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the installation of the reservoir mixer to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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

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

Lump Sum Price for Enterprise Reservoir Mixer: \$ _____

Name of Firm

Address of Firm

Telephone Number

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

City of De Pere Water Utility

2023 Enterprise Reservoir Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the installation of the reservoir mixer to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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

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

Lump Sum Price for Enterprise Reservoir Mixer: \$ Per Attachment "A" - Proposal

KLM Engineering, Inc.

Name of Firm

1976 Wooddale Drive, Suite 4, Woodbury, MN 55125

Address of Firm

651-773-5111

Telephone Number

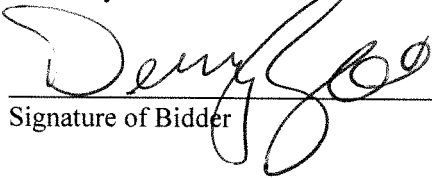
~~XX~~

Exhibit B

Page 1 of 11

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

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



Signature of Bidder

January 25, 2023

Date

Dewey Prinzing

Print or Type Name of Bidder

Vice President of Business Development

Title

Estimated Start Date: On or before 7/31/23 & be completed by 9/29/23.

Estimated Work Days to Complete: 60 days

X



Corporate Office
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

Attachment "A" - Proposal

January 25, 2023

Sent via Email Only

Mr. Eric Zygarlicke
Water Department Supervisor, OIC
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

**RE: 1,250,000-Concrete Ground Storage "Enterprise Reservoir"
De Pere, Wisconsin**

Dear Mr. Zygarlicke:

Thank you for the opportunity to submit this proposal to supply and install a new GridBee GS-12, 120v electric submersible mixer and GridBee SCADA control box.

SCOPE OF WORK

- ◆ Supply & install (1) GridBee GS-12, 120v electric submersible mixer.
- ◆ Supply (1) GridBee SCADA control box.
- ◆ KLM will have a licensed electrician complete the electrical installation, as required by code.
 - ✓ KLM will complete the electrical installation and complete all trenching necessary to make the connection into the City's electrical panel.
 - ✓ All electrical works shall meet all state and municipal codes.
 - ✓ Provide GFCI Protection and installation of mixer control panel
 - ✓ Provide conduit and wiring to top of the ground storage reservoir
 - ✓ Provide connections and assist with start up
 - ✓ Trench in new conduit and 20 amp. Circuit to ground storage reservoir (100' max)
- ◆ KLM Engineering, Inc. will submit the documentation, on behalf of the Owner, as required by the Wisconsin DNR for the mixer installation.

With over 1,500 installations nation-wide, an Ixom GS Series mixer is a perfect fit for your ground storage reservoir. The GS Series mixer's proven durability and performance surpasses that of other mixing systems, as seen by its CFD modeling and customer recommendations. In addition, each mixer comes with a five (5) year manufacturer's warranty and NSF certification.

KLM Engineering, Inc. will submit the documentation on behalf of the city, as required by the WI Department of Natural Resources for the mixer installation. The City will receive a copy of the approval of the mixer installation from the DNR. At the close of the project, KLM will submit the registration documentation to Ixom. A copy of the registration will be sent to the city for their records.



FEES

The fee for the above-referenced scope of work is \$36,813.00

NOTE: Sales tax applies to equipment if an exemption certificate is not provided. Fees are subject to change if proposed work exceeds 12 months for the date of this proposal.

OWNER'S RESPONSIBILITIES

Ensure that the following are in compliance with WI DNR & provide photos of the following for permitting:

- Overflow discharge/splash pad.
- Sample Tap.
- Chlorine injection tap in the tower, if applicable.
- Final vent.

The Owner's personnel shall be responsible for:

- Providing access to the ground storage reservoir for the mixer installation.
- Connecting the SCADA control box to the City's Telemetry System.
- Providing a sales tax exemption form; or paying sales tax on the mixer and SCADA control box.
- Owner is responsible for any concrete or asphalt repair, removal and path.
 - The City needs to exchange a minimum of twenty (20%) percent of the water in the ground storage reservoir for the mixer to be effective. If the ground storage reservoir exchange rate is less than twenty (20%) percent, additional mixers may be required.
 - The mixer will mitigate heavy ice from capping over the reservoir at the high water level.

A licensed electrician is required to complete the electrical installation.

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between City of De Pere, Wisconsin and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change, if proposed work exceeds twelve (12) months from the date of this proposal.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

SCHEDULE

The installation will start on or before July 31, 2023 and be completed by September 29, 2023.

De Pere, WI GS-12 Mixer (Enterprise)

PREVIOUS EXPERIENCE

1,000,000-Gallon EWT Hydropillar

Chippewa Falls, WI

Owner: City of Chippewa Falls

Client: City of Chippewa Falls

Contact: Matt Boos 715-720-6983

100,000-Gallon Double Ellipsoidal

Osceola, WI

Owner: City of Osceola

Client: City of Osceola

Contact: Rick Caruso 715-417-0039

50,000-Gallon GSR

Richland Center, WI

Owner: City of Richland Center

Client: City of Richland Center

Contact: Steve Krueger 608-647-4226

200,000-Gallon Single Pedestal

Florence, WI

Owner: City of Florence

Client: City of Florence

Contact: Robert Friberg 715-528-3330

REFERENCES - MIXERS

Chippewa Falls, WI

Owner: City of Chippewa Falls

Client: City of Chippewa Falls

Contact: Matt Boos 715-720-6983

Wisconsin Rapids, WI

Owner: Wisconsin Rapids

Client: WI Rapids Water Works & Lighting Comm.

Contact: Dale Scheunemann 715-423-6300

Osceola, WI

Owner: City of Osceola

Client: City of Osceola

Contact: Rick Caruso 715-417-0039

New Richmond, WI

Owner: City of New Richmond

Client: City of New Richmond

Contact: Dave Pufall 715-243-0436

Marinette, WI

Owner: City of Marinette

Client: Marinette Water & Wastewater Utility

Contact: Warren Howard 715-732-5180

Hertel, WI

Owner: St. Croix Chippewa Indians of WI

Client: St. Croix Chippewa Indians of WI

Contact: Dave Buck 715-349-2195

Merrimac, WI

Owner: City of Merrimac

Client: City of Merrimac

Contact: Brian Mooney 608-493-2122

Richland Center, WI

Owner: City of Richland Center

Client: City of Richland Center

Contact: Steve Krueger 608-647-4226

Wauwatosa, WI

Owner: City of Wauwatosa

Client: City of Wauwatosa

Contact: Adam Florin 414-479-8900

Rib Lake, WI

Owner: City of Rib Lake

Client: City of Rib Lake

Contact: Dan Koehler 715-869-2811

Florence, WI

Owner: City of Florence

Client: City of Florence

Contact: Robert Friberg 715-528-3330

LeRoy, WI

Owner: City of LeRoy

Client: City of LeRoy

Contact: Dale Klueger 920-583-3320

West Bend, WI

Owner: City of West Bend

Client: West Bend Water Utility

Contact: Travis Thull 262-335-5040

Spencer, WI

Owner: City of Spencer

Client: City of Spencer

Contact: John Dunbar 715-659-4644

Gillett, WI

Owner: City of Gillett

Client: City of Gillett

Contact: Ron Anderson 920-855-2255

Elroy, WI

Owner: City of Elroy

Client: City of Elroy

Contact: David Lund 608-462-2400

Merrill, WI

Owner: City of Merrill

Client: City of Merrill

Contact: Gabe Steinagel 715-536-5594

De Pere, WI GS-12 Mixer (Enterprise)

AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If City of De Pere, Wisconsin finds the proposal acceptable, please sign and return by mail, fax or email. By signing and returning this page only, you agree to the terms of the entire proposal document submitted.

This Agreement, between the City of De Pere, Wisconsin and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

 Signature

 Signature

 Name

 Dewey Prinzing
 Name

 Title

 Vice President of Business Development
 Title

 Date

 January 25, 2023
 Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
 Dewey Prinzing
 Vice President of Business Development
 1976 Wooddale Drive, Suite 4
 Woodbury, MN 55125
 Cell: 651-434-4321
 Email: dprinzing@klmengineering.com

Attachments: KLM Terms and Conditions
 GridBee GS Series Submersible Mixer Brochure
 GridBee SCADA Panel Technical Data Sheet

Rev 2023.01.01



Brochure



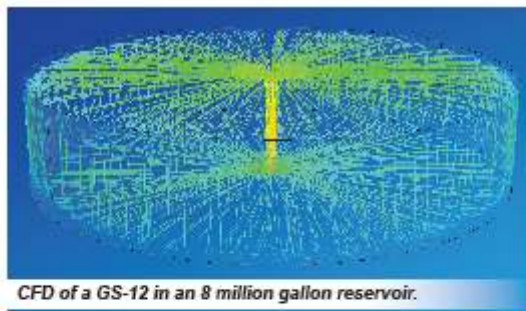
I^{GridBee} GS Series Submersible Mixers

Effective. Efficient. Affordable.

Reliable 24-hour active mixing with the lowest life-cycle cost. The benefits are immediate!

Benefits

- Prevents stagnation, thermal stratification & short-circuiting.
- Provides uniform water age & equal distribution of disinfectant.
- Minimize chemical disinfectant usage & disinfection by-products.
- Increases contact time (baffle factor) in clearwells.
- Reduces nitrification in chloraminated systems.
- Eliminate energy intensive & costly deep-cycling and/or flushing of tanks.
- Reduces ice buildup & tank damage in cold climates.



Performance Guaranteed.

Features

- Engineered for easy deployment.
- No tank entry required.
- Utilizes efficient sheet mixing technology.
- 316SS Construction.
- Certified to NSF/ANSI 61 and NSF/ANSI 372.
- 120VAC 1Ph Standard.
- 240VAC 1PH or 460VAC 3PH available.
(for GS-9 and GS-12 models only)
- 5-Year Warranty.
- Liquid disinfectant boosting port.

NSF / ANSI Standard 61 Certified By

	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

NSF / ANSI Standard 372 Certified By

	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

**Effective mixing for
any tank size, any
tank build.**



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1056_20200912

KLM Engineering, Inc. | 1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125 | 651-773-5111 | info@klmenengineering.com | klmenengineering.com

Brochure



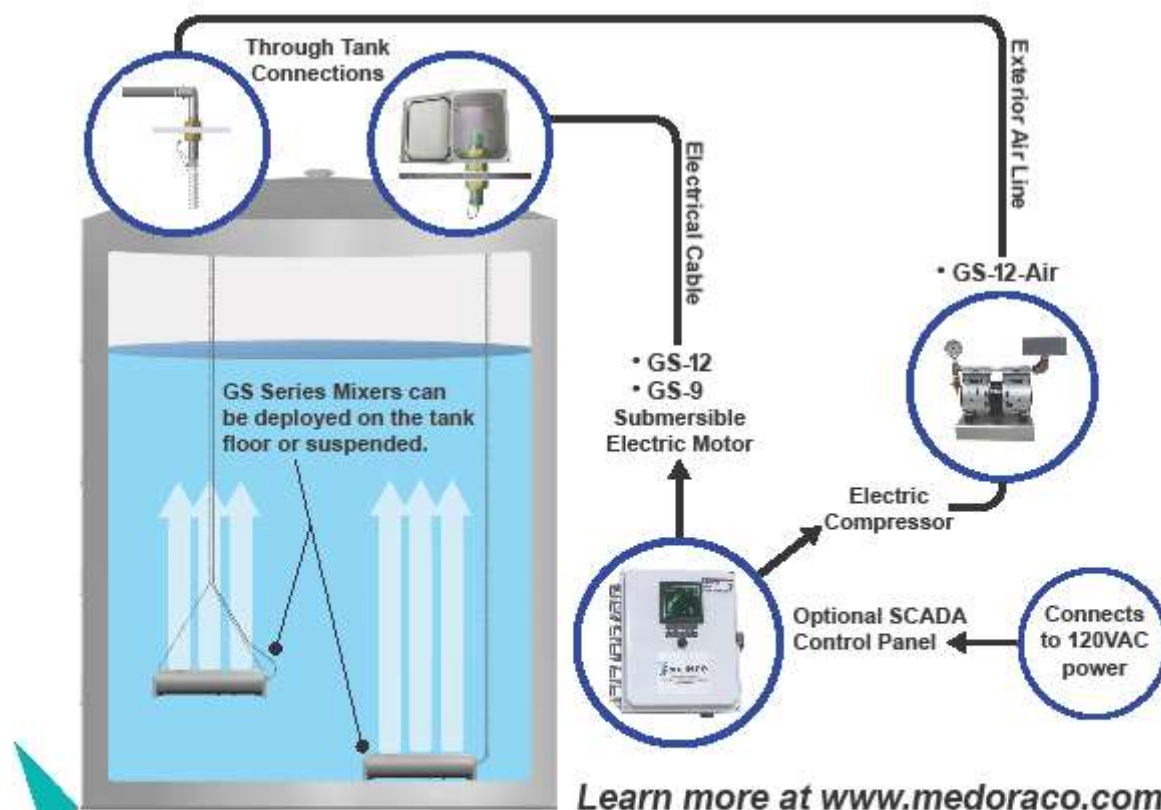
GridBee® GS Series Submersible Mixers

GridBee® GS Series Submersible Tank Mixers are easily deployed through a hatch, vent, or other tank opening twelve (12) inches or larger in diameter. The "GS" thoroughly mixes the entire tank volume from tank floor to water surface resulting in consistent disinfectant residuals, even temperature profiles and uniform water age.

Assembled Machine Dimensions

	Length	Diameter	Weight
GS-9	24 in. (61 cm)	10 in. (25 cm)	65 lbs. (29 kg)
GS-12	36 in. (91 cm)	10 in. (25 cm)	75 lbs. (34 kg)
GS-12-Air	36 in. (91 cm)	10 in. (25 cm)	50 lbs. (23 kg)

Everything you need for a fast & efficient deployment is included!



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1898_2820612

KLM Engineering, Inc. | 1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125 | 651-773-5111 | info@klmengineering.com | klmengineering.com

Technical Data Sheet



GridBee SCADA Panel

Part Number: 101846

Description

The GridBee Standard SCADA accessory package offers the ability to monitor a GridBee for proper operation via monitoring motor current through two programmable open collector outputs. Remotely control on or off via a 24VDC relay by a local PLC. The unit is contained within a NEMA 4 enclosure to be mounted near the 120 VAC power source. Additional features include a circuit breaker, Hand Off Auto (HOA) 3-position switch and LCD display. UL508 certified.

Specifications:

Power Source Required

120vAC, 20 Amp Outdoor Rated Receptacle

Enclosure

10" X 8" X 4", molded Integra NEMA 4
Mounting Feet Hole Pattern: 5.75" W X 11.25" H
Back Insert Hole Pattern: 5.75" W X 7.75" H

Open Collector Sinking Outputs

There are two open collector outputs which can be configured to act as alarm or a 4-20 mA signal. The open collectors can sink a maximum of 34 VDC and 500 mA. The default settings include a normally closed out of range output, along with a 4-20 mA output.

4-20 mA

Active 4-20mA, Output Load 250 Ohms
Linear Scaling: Mixer Current = (mA Value - 4) / 0.8
4 mA = 0 Amps Mixer Current
20 mA = 20 Amps Mixer Current
Signal Current:

Normal = 9.6 mA - 14.8 mA

Operating Status:

Normal (GREEN): 7.0 A - 13.5 A

Fault (RED): Outside of Normal Range

*Range is programmable via display meter.

On/Off Control Relay

A relay is available with a 24 VDC coil to offer remote on or off control while the HOA switch is positioned in Auto for conditions requiring the unit to be shut off such as low water level.

Coil Power: 24 VDC nominal (19.2V to 28.4V DC)

Type: Normally open. Can be field adjusted to normally closed if required.

Auto Operating Temperature: -40°C to 55°C

Hand Operating Temperature: -40°C to 75°C



Figure 1: GridBee Standard SCADA Box, Green for in range



Figure 2: GridBee Standard SCADA Box, Red for out of range



Shipping Size/Weight

18 inch X 15 inch X 8 inch, 8 lbs

Warranty

Reference GridBee Product Limited Replacement Warranty.



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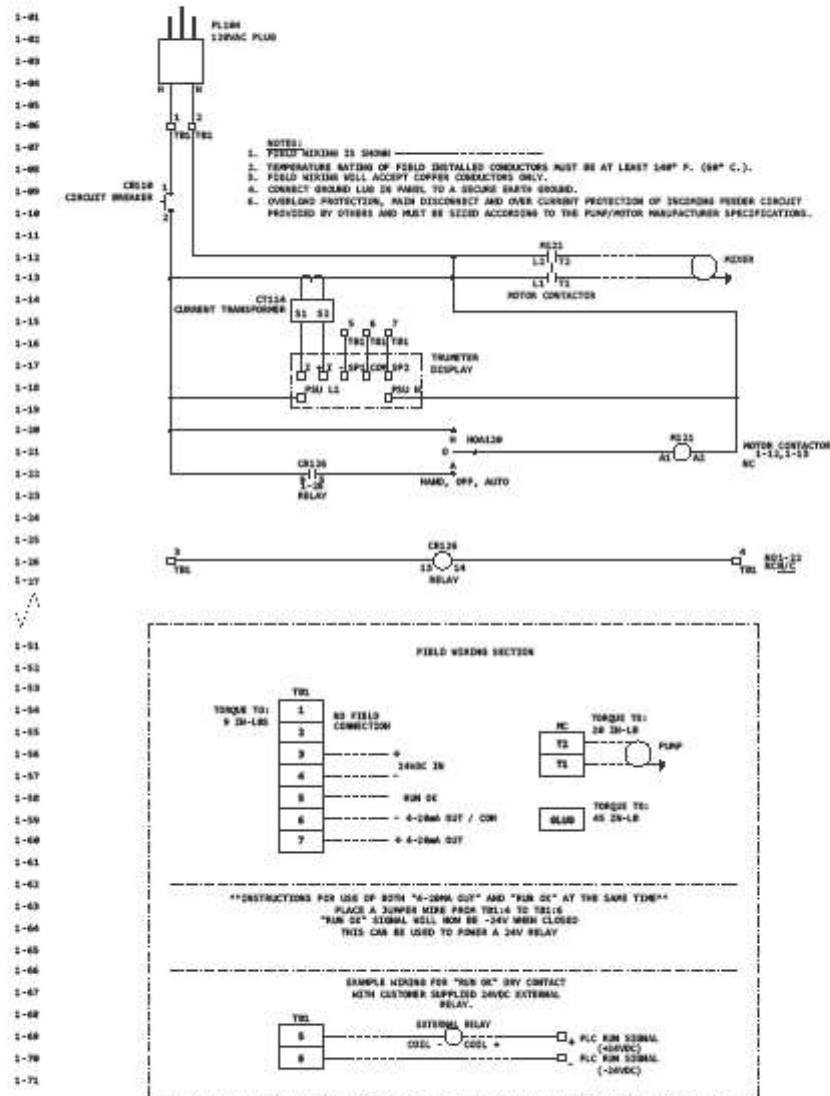
2132_10448_20220119

Technical Data Sheet



GridBee SCADA Panel

Electric Schematic



CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Eric J. Zygarlicke, Water Department Supervisor
Date: February 13, 2023
RE: Consideration and Possible Action on Enterprise Drive Reservoir Mixer*

The installation of a water mixer equipment in our Enterprise Drive reservoir will ensure uniform temperatures and disinfection residual results in reducing byproducts and eliminates ice damage in the tank. Six of the City's seven tank currently have mixers installed. Those tanks where water mixer equipment is installed include Matthew tower, Ninth Street reservoir and tower, Scheuring Road reservoir, and Merrill Street reservoir and tower.

The department solicited four (4) companies for proposals (See attached) and has received the following quotes (See proposal summary) for installation of the water mixer equipment:

KLM Engineering, Inc., of Woodbury, MN

Enterprise Drive Reservoir	= \$ 36,813.00
----------------------------	----------------

Kasco Marine, of Prescott, WI

Enterprise Drive Reservoir	= \$ 59,008.00
----------------------------	----------------

VEOLIA – Utility Services Co., Inc, of Perry, GA

Enterprise Drive Reservoir	= \$ 67,754.00
----------------------------	----------------

William Reid LTD, of Germantown, WI

Enterprise Drive Reservoir	= \$ 23,310.00
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The department reviewed the proposals that were submitted. The William Reid quote was submitted after the proposal due date of January 26, 2023. The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the respective City Council deems most favorable to the best interest of the City. Although William Reid has mixers installed in our Ninth Street reservoir and tower, Scheuring Road reservoir, and Merrill Street reservoir last year, there have been significant issues with these mixers which has degraded our confidence in this product going forward. Therefore, even though they are the low quote, we are rejecting their bid at this time.

The department recommends approving the proposal from KLM Engineering, Inc., of Woodbury, MN for the Enterprise Drive reservoir for \$36,813.00. The water utility budget has sufficient funding allocated for the reservoir water mixer equipment when combining this project with the 2023 Enterprise Drive reservoir inspection.

Reservoir Mixer Proposal Summary 1-26-2023

Company Name	Tank	LS
KLM Engineering, Inc.		
	Enterprise Reservoir	\$36,813.00
Kasco Marine		
	Enterprise Reservoir	\$59,008.00
VEOLIA (Utility Services Co., Inc)		
	Enterprise Reservoir	\$67,754.00
William Reid LTD		
	Enterprise Reservoir	\$23,310.00

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



December 20, 2022

**RE: Request for Proposals
2023 Enterprise Reservoir Mixer**

The City of De Pere is requesting a proposal from your firm to furnish and install a submersible potable reservoir mixer for the City's Enterprise Drive concrete standpipe reservoir. Installation of the reservoir mixer shall also include control box and SCADA monitoring system for the mixer.

Enterprise Reservoir

The Enterprise Reservoir located at 1851 Enterprise Drive is a 1,250,000 – gallon concrete ground storage reservoir that was constructed in 2006. Your firm will be required to review existing drawings and as-built information and any other pertinent information related to the reservoir in order to complete the scope of work for this project. (See picture below) The overflow height of the reservoir is 35-feet. The diameter of the tank is 78-feet.



Scope of Work:

1. Review existing drawings and as-built documents of the reservoir and any other pertinent information regarding the reservoir in order to complete the scope of work for the project.
2. Prepare all reports for Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.
3. Provide submersible reservoir mixer for potable water.
 - a. Reservoir mixer will completely mix the reservoir to maintain a consistent water temperature and chlorine residual. In addition, the reservoir mixer will completely mix the reservoir, so ice does not form inside the reservoir during the winter months.
 - b. The reservoir mixer will be fully submersible, designed for potable water, and can be installed without reservoir entry.
 - c. The reservoir mixer will operate continuously, all day and all night, using 120 VAC as the power source. The reservoir mixer will not have a gearbox and will not require lubrication.
 - d. The reservoir mixer will have no visible defects, and have high quality welds, assembly, and corrosion resistant finish.
 - e. The reservoir mixer will have a stainless-steel cable or retrieval chain.
 - f. The reservoir mixer shall be the manufacturer's latest model and design.
 - g. Installation of the reservoir mixer shall include any accessories necessary for proper operation of each reservoir mixer.
 - h. Installation of the reservoir mixer shall include a control box and SCADA monitoring system for the reservoir mixer.
 - i. Installation of the reservoir mixer shall include the **installation of all electrical items** necessary for operation of the reservoir mixer including any **trenching** required to make the connection to the City's electrical panel. All electrical work shall meet all State and municipal codes.
 - j. The reservoir mixer will be certified to ANSI/NSF Standard 61 and will be compliant with all aspects of the Safe Drinking Water Act (SDWA).

- k. The manufacturer of the reservoir mixer will have extensive experience in the production of such equipment, and the equipment will be manufactured in the United States.
 - l. The reservoir mixer will be warranted to be free of defects for a period of five (5) years. The five (5) year warranty shall include all parts and labor to address any defects. Contractor to provide written five (5) year warranty to the City.
- 4. Installation of the reservoir mixer shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statutes, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.
- 5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the installation of the reservoir mixer.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the installation of the reservoir mixer.
- 2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The installation of the reservoir mixers shall be completed by December 1, 2023.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials,

agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000 per person/per accident.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling and topsoil, seed, and mulch landscape restoration.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

- 1) Previous Experience: Past Work on projects of similar or greater magnitude.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.
- 4) Schedule: Firm shall submit the number of days to complete the installation of the reservoir mixer and the anticipated start date on the proposal sheet provided with this proposal to complete all work mentioned above.

You may submit your proposal via e-mail to zygarlicke@deperewi.gov or deliver, either in – person, or by courier or mail to:

Eric Zygarlicke
Water Department Supervisor, OIC
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All proposals shall be marked “**2023 Enterprise Reservoir Mixer**” and received no later than 2:00 PM (CST) on Thursday, January 26, 2023.

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

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063 or zygarlicke@deperewi.gov.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric Zygarlicke
Water Department Supervisor, OIC

City of De Pere Water Utility

2023 Enterprise Reservoir Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the installation of the reservoir mixer to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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

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

Lump Sum Price for Enterprise Reservoir Mixer: \$ _____

Name of Firm

Address of Firm

Telephone Number

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

City of De Pere Water Utility

2023 Enterprise Reservoir Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the installation of the reservoir mixer to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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

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

Lump Sum Price for Enterprise Reservoir Mixer: \$ Per Attachment "A" - Proposal

KLM Engineering, Inc.

Name of Firm

1976 Wooddale Drive, Suite 4, Woodbury, MN 55125

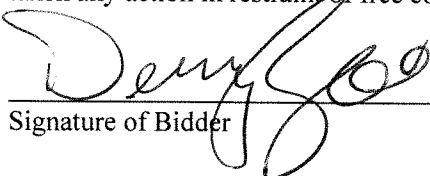
Address of Firm

651-773-5111

Telephone Number

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

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



 Signature of Bidder

January 25, 2023

 Date

Dewey Prinzing

 Print or Type Name of Bidder

Vice President of Business Development

 Title

Estimated Start Date: On or before 7/31/23 & be completed by 9/29/23.

Estimated Work Days to Complete: 60 days



Corporate Office
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

Attachment "A" - Proposal

January 25, 2023

Sent via Email Only

Mr. Eric Zygarlicke
Water Department Supervisor, OIC
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

**RE: 1,250,000-Concrete Ground Storage "Enterprise Reservoir"
De Pere, Wisconsin**

Dear Mr. Zygarlicke:

Thank you for the opportunity to submit this proposal to supply and install a new GridBee GS-12, 120v electric submersible mixer and GridBee SCADA control box.

SCOPE OF WORK

- ◆ Supply & install (1) GridBee GS-12, 120v electric submersible mixer.
- ◆ Supply (1) GridBee SCADA control box.
- ◆ KLM will have a licensed electrician complete the electrical installation, as required by code.
 - ✓ KLM will complete the electrical installation and complete all trenching necessary to make the connection into the City's electrical panel.
 - ✓ All electrical works shall meet all state and municipal codes.
 - ✓ Provide GFCI Protection and installation of mixer control panel
 - ✓ Provide conduit and wiring to top of the ground storage reservoir
 - ✓ Provide connections and assist with start up
 - ✓ Trench in new conduit and 20 amp. Circuit to ground storage reservoir (100' max)
- ◆ KLM Engineering, Inc. will submit the documentation, on behalf of the Owner, as required by the Wisconsin DNR for the mixer installation.

With over 1,500 installations nation-wide, an Ixom GS Series mixer is a perfect fit for your ground storage reservoir. The GS Series mixer's proven durability and performance surpasses that of other mixing systems, as seen by its CFD modeling and customer recommendations. In addition, each mixer comes with a five (5) year manufacturer's warranty and NSF certification.

KLM Engineering, Inc. will submit the documentation on behalf of the city, as required by the WI Department of Natural Resources for the mixer installation. The City will receive a copy of the approval of the mixer installation from the DNR. At the close of the project, KLM will submit the registration documentation to Ixom. A copy of the registration will be sent to the city for their records.

FEES

The fee for the above-referenced scope of work is \$36,813.00

NOTE: Sales tax applies to equipment if an exemption certificate is not provided. Fees are subject to change if proposed work exceeds 12 months for the date of this proposal.

OWNER'S RESPONSIBILITIES

Ensure that the following are in compliance with WI DNR & provide photos of the following for permitting:

- Overflow discharge/splash pad.
- Sample Tap.
- Chlorine injection tap in the tower, if applicable.
- Final vent.

The Owner's personnel shall be responsible for:

- Providing access to the ground storage reservoir for the mixer installation.
- Connecting the SCADA control box to the City's Telemetry System.
- Providing a sales tax exemption form; or paying sales tax on the mixer and SCADA control box.
- Owner is responsible for any concrete or asphalt repair, removal and path.
 - The City needs to exchange a minimum of twenty (20%) percent of the water in the ground storage reservoir for the mixer to be effective. If the ground storage reservoir exchange rate is less than twenty (20%) percent, additional mixers may be required.
 - The mixer will mitigate heavy ice from capping over the reservoir at the high water level.

A licensed electrician is required to complete the electrical installation.

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between City of De Pere, Wisconsin and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change, if proposed work exceeds twelve (12) months from the date of this proposal.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

SCHEDULE

The installation will start on or before July 31, 2023 and be completed by September 29, 2023.

De Pere, WI GS-12 Mixer (Enterprise)

PREVIOUS EXPERIENCE

1,000,000-Gallon EWT Hydropillar
Chippewa Falls, WI

Owner: City of Chippewa Falls

Client: City of Chippewa Falls

Contact: Matt Boos 715-720-6983

50,000-Gallon GSR

Richland Center, WI

Owner: City of Richland Center

Client: City of Richland Center

Contact: Steve Krueger 608-647-4226

100,000-Gallon Double Ellipsoidal
Osceola, WI

Owner: City of Osceola

Client: City of Osceola

Contact: Rick Caruso 715-417-0039

200,000-Gallon Single Pedestal
Florence, WI

Owner: City of Florence

Client: City of Florence

Contact: Robert Friberg 715-528-3330

REFERENCES - MIXERS**Chippewa Falls, WI**

Owner: City of Chippewa Falls

Client: City of Chippewa Falls

Contact: Matt Boos 715-720-6983

Osceola, WI

Owner: City of Osceola

Client: City of Osceola

Contact: Rick Caruso 715-417-0039

Marinette, WI

Owner: City of Marinette

Client: Marinette Water & Wastewater Utility

Contact: Warren Howard 715-732-5180

Merrimac, WI

Owner: City of Merrimac

Client: City of Merrimac

Contact: Brian Mooney 608-493-2122

Wauwatosa, WI

Owner: City of Wauwatosa

Client: City of Wauwatosa

Contact: Adam Florin 414-479-8900

Florence, WI

Owner: City of Florence

Client: City of Florence

Contact: Robert Friberg 715-528-3330

West Bend, WI

Owner: City of West Bend

Client: West Bend Water Utility

Contact: Travis Thull 262-335-5040

Gillett, WI

Owner: City of Gillett

Client: City of Gillett

Contact: Ron Anderson 920-855-2255

Merrill, WI

Owner: City of Merrill

Client: City of Merrill

Contact: Gabe Steinagel 715-536-5594

Wisconsin Rapids, WI

Owner: Wisconsin Rapids

Client: WI Rapids Water Works & Lighting Comm.

Contact: Dale Scheunemann 715-423-6300

New Richmond, WI

Owner: City of New Richmond

Client: City of New Richmond

Contact: Dave Pufall 715-243-0436

Hertel, WI

Owner: St. Croix Chippewa Indians of WI

Client: St. Croix Chippewa Indians of WI

Contact: Dave Buck 715-349-2195

Richland Center, WI

Owner: City of Richland Center

Client: City of Richland Center

Contact: Steve Krueger 608-647-4226

Rib Lake, WI

Owner: City of Rib Lake

Client: City of Rib Lake

Contact: Dan Koehler 715-869-2811

LeRoy, WI

Owner: City of LeRoy

Client: City of LeRoy

Contact: Dale Klueger 920-583-3320

Spencer, WI

Owner: City of Spencer

Client: City of Spencer

Contact: John Dunbar 715-659-4644

Elroy, WI

Owner: City of Elroy

Client: City of Elroy

Contact: David Lund 608-462-2400

De Pere, WI GS-12 Mixer (Enterprise)

AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If City of De Pere, Wisconsin finds the proposal acceptable, please sign and return by mail, fax or email. By signing and returning this page only, you agree to the terms of the entire proposal document submitted.

This Agreement, between the City of De Pere, Wisconsin and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

 Signature

 Signature

 Name

 Dewey Prinzing
 Name

 Title

 Vice President of Business Development
 Title

 Date

 January 25, 2023
 Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
 Dewey Prinzing
 Vice President of Business Development
 1976 Wooddale Drive, Suite 4
 Woodbury, MN 55125
 Cell: 651-434-4321
 Email: dprinzing@klmengineering.com

Attachments: KLM Terms and Conditions
 GridBee GS Series Submersible Mixer Brochure
 GridBee SCADA Panel Technical Data Sheet

Rev 2023.01.01

KLM ENGINEERING, INC. (KLM) TERMS AND CONDITIONS

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the “Agreement”). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client’s behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

- 12. LIMITATION OF LIABILITY.** IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.
- 13. DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
- 14. TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
- 15. SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
- 16. KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent
- 17. ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
- 18. AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
- 19. NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- 20. GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
- 21. AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5**, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.
- 22. JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and

thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.

23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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Brochure



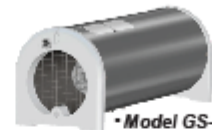
I^{Grid}Bee® GS Series Submersible Mixers

Effective. Efficient. Affordable.

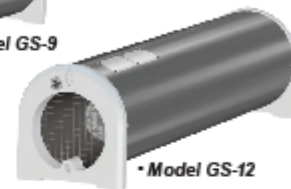
Reliable 24-hour active mixing with the lowest life-cycle cost. The benefits are immediate!

Benefits

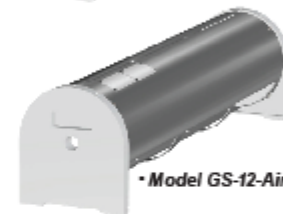
- Prevents stagnation, thermal stratification & short-circuiting.
- Provides uniform water age & equal distribution of disinfectant.
- Minimize chemical disinfectant usage & disinfection by-products.
- Increases contact time (baffle factor) in clearwells.
- Reduces nitrification in chloraminated systems.
- Eliminate energy intensive & costly deep-cycling and/or flushing of tanks.
- Reduces ice buildup & tank damage in cold climates.



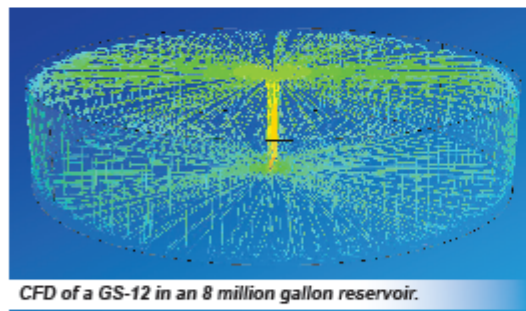
• Model GS-9



• Model GS-12



• Model GS-12-Air



CFD of a GS-12 in an 8 million gallon reservoir.

Performance Guaranteed.

Features

- Engineered for easy deployment.
- No tank entry required.
- Utilizes efficient sheet mixing technology.
- 316SS Construction.
- Certified to NSF/ANSI 61 and NSF/ANSI 372.
- 120VAC 1Ph Standard.
- 240VAC 1PH or 460VAC 3PH available.
(for GS-9 and GS-12 models only)
- 5-Year Warranty.
- Liquid disinfectant boosting port.

**Effective mixing for
any tank size, any
tank build.**



NSF / ANSI Standard 61 Certified By

	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

NSF / ANSI Standard 372 Certified By

	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

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KLM Engineering, Inc. | 1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125 | 651-773-5111 | info@klmenengineering.com | klmenengineering.com



Brochure



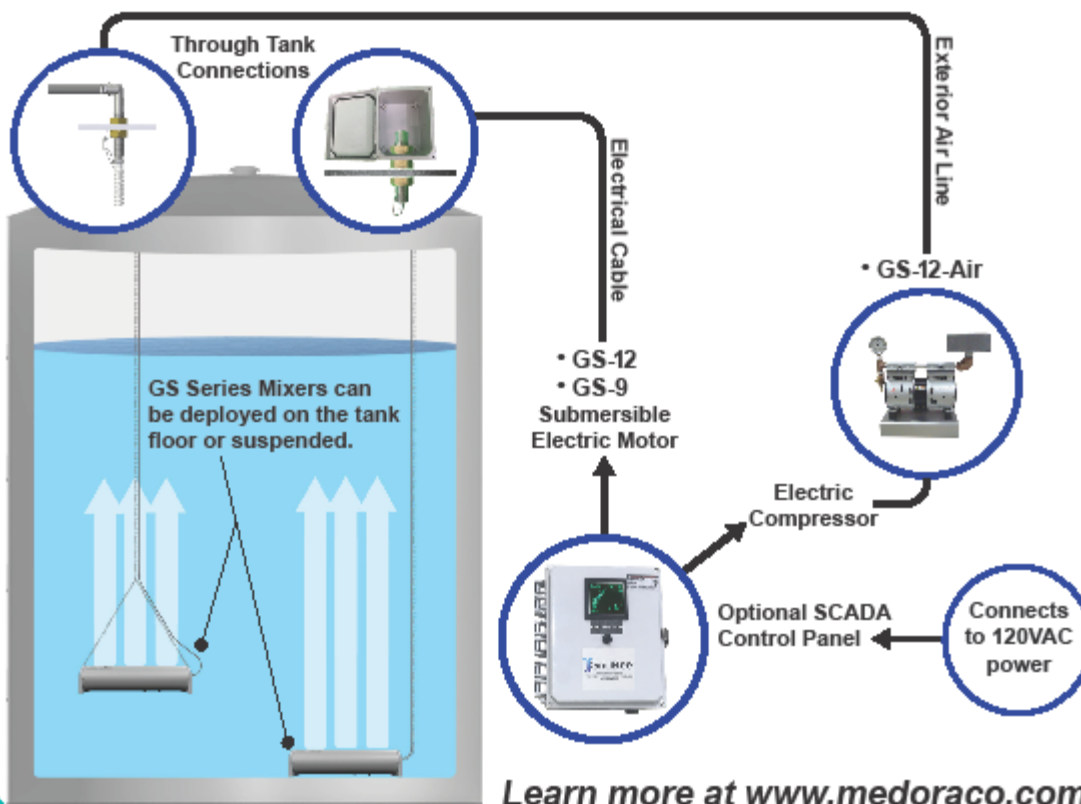
GridBee® GS Series Submersible Mixers

GridBee® GS Series Submersible Tank Mixers are easily deployed through a hatch, vent, or other tank opening twelve (12) inches or larger in diameter. The "GS" thoroughly mixes the entire tank volume from tank floor to water surface resulting in consistent disinfectant residuals, even temperature profiles and uniform water age.

Assembled Machine Dimensions

	Length	Diameter	Weight
GS-9	24 in. (61 cm)	10 in. (25 cm)	65 lbs. (29 kg)
GS-12	36 in. (91 cm)	10 in. (25 cm)	75 lbs. (34 kg)
GS-12-Air	36 in. (91 cm)	10 in. (25 cm)	50 lbs. (23 kg)

Everything you need for a fast & efficient deployment is included!



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KLM Engineering, Inc. | 1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125 | 651-773-5111 | info@klmengineering.com | klmengineering.com

Technical Data Sheet

IXOM
WATERCARE

GridBee SCADA Panel

Part Number: 101846

Description

The GridBee Standard SCADA accessory package offers the ability to monitor a GridBee for proper operation via monitoring motor current through two programmable open collector outputs. Remotely control on or off via a 24VDC relay by a local PLC. The unit is contained within a NEMA 4 enclosure to be mounted near the 120 VAC power source. Additional features include a circuit breaker, Hand Off Auto (HOA) 3-position switch and LCD display. UL508 certified.

Specifications:

Power Source Required

120vAC, 20 Amp Outdoor Rated Receptacle

Enclosure

10" X 8" X 4", molded Integra NEMA 4
Mounting Feet Hole Pattern: 5.75" W X 11.25" H
Back Insert Hole Pattern: 5.75" W X 7.75" H

Open Collector Sinking Outputs

There are two open collector outputs which can be configured to act as alarm or a 4-20 mA signal. The open collectors can sink a maximum of 34 VDC and 500 mA. The default settings include a normally closed out of range output, along with a 4-20 mA output.

4-20 mA

Active 4-20mA, Output Load 250 Ohms
Linear Scaling: Mixer Current = (mA Value - 4) / 0.8
4 mA = 0 Amps Mixer Current
20 mA = 20 Amps Mixer Current

Signal Current:

Normal = 9.6 mA - 14.8 mA

Operating Status:

Normal (GREEN): 7.0 A - 13.5 A

Fault (RED): Outside of Normal Range

*Range is programmable via display meter.

On/Off Control Relay

A relay is available with a 24 VDC coil to offer remote on or off control while the HOA switch is positioned in Auto for conditions requiring the unit to be shut off such as low water level.

Coil Power: 24 VDC nominal (19.2V to 28.4V DC)

Type: Normally open. Can be field adjusted to normally closed if required.

Auto Operating Temperature: -40°C to 55°C

Hand Operating Temperature: -40°C to 75°C



Figure 1: GridBee Standard SCADA Box, Green for in range



Figure 2: GridBee Standard SCADA Box, Red for out of range



Shipping Size/Weight

18 inch X 15 inch X 8 inch, 8 lbs

Warranty

Reference GridBee Product Limited Replacement Warranty.



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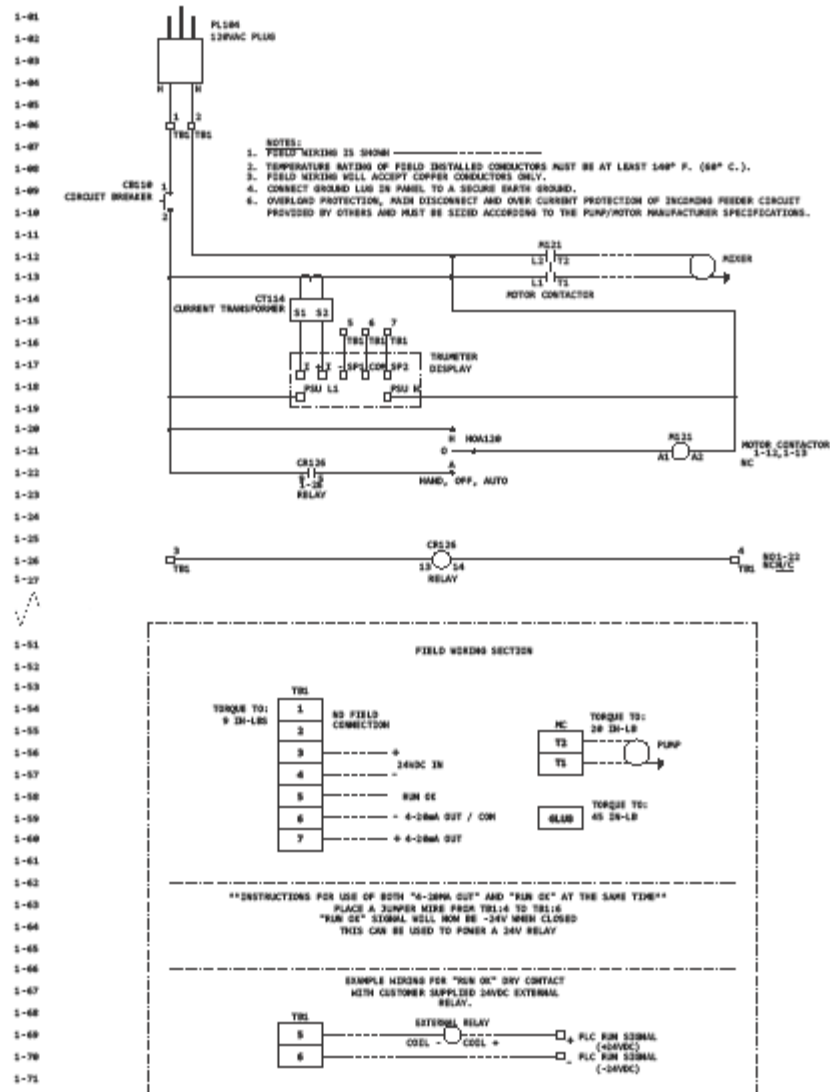
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Technical Data Sheet



GridBee SCADA Panel

Electric Schematic



MEDORA 101846		IFS DESCRIPTION LIT, RH, SCH, MEDORA GS SERIES 120V 101846	
DRAWN BY J	DATE 9/23/19	PROJECT NUMBER 1064197	
APPROVED BY ACB	DATE 9/23/19		
		SHEET NUMBER 1 OF 1	

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-11 Authorizing Agreement for Consulting Services Between the City of De Pere and Ferguson Enterprises, LLC d/b/a Ferguson Waterworks (2023 Leak Detection Survey).

The Board of Public Works at the February 13, 2023 meeting approved the proposal for Leak Detection Survey Services from Ferguson Waterworks, LLC in the amount of \$27,075 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso23-11 (PDF)
- Ferguson (leak detection)2-14-23-189-004-15 (PDF)
- Exhibit A-Ferguson Waterworks (PDF)
- Exhibit B-Ferguson Waterworks (PDF)
- Consider Leak Detection Survey 2-6-2023 (DOCX)
- 2023 Leak Detection RFP (DOC)
- 2023 Leak Detection Proposal Summary 2-1-2023 (PDF)
- Ferguson Waterworks - 2023 Leak Detection Survey (PDF)

RESOLUTION #23-11

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE
AND FERGUSON ENTERPRISES, LLC d/b/a FERGUSON WATERWORKS
(2023 Leak Detection Survey)

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2023

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND FERGUSON ENTERPRISES, LLC,
d/b/a FERGUSON WATERWORKS
(2023 Leak Detection Survey)**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of De Pere, a Wisconsin municipal corporation, ("City"), a Wisconsin municipal corporation and Ferguson Enterprises, LLC, d/b/a Ferguson Waterworks, a foreign limited liability company authorized to do business in the State of Wisconsin ("Consultant").

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated January 3, 2023 (Exhibit A) and Consultant's Proposal thereto dated January 30, 2023 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions submitted as part of Consultant's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed by October 6, 2023. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept the compensation set forth in Exhibit B. Consultant shall provide a detailed invoice based upon work completed to City's Water Utility following Consultant's provision of the final report showing the results of the leak detection survey. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for specials services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

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

XI. NON-DISCRIMINATION

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

XII. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

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

XIII. ALLOCATION OF RISKS

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

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be

inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XIX. SUSPENSION OF WORK

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

XX. TERMINATION OF WORK

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

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

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

XXI. MEDIATION

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

accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:

Ferguson Waterworks
Attention: Gregg C. Huth, General Manager
5350 North Richmond Street
Appleton, WI 54913

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

[Signatures follow on Page 8 of 8]

FERGUSON ENTERPRISES, LLC
d/b/a FERGUSON WATERWORKS

CITY OF DE PERE

By:

By:

Print Name: _____
Title: _____

James G. Boyd, Mayor

Print Name: _____
Title: _____

Carey E. Danen, City Clerk

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January 3, 2023

**RE: Request for Proposals
2023 Leak Detection Survey**

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

Village of Allouez System Description

Watermain Material Type	Feet
AC	56,901
Metal	86,398
PVC	195,150
TOTAL=	338,449

Hydrants	656
Water Valves	1155

Village of Denmark System Description

Type of Main	Size	Footage
Metal	6"	11,682
PVC	6"	745
Metal	8"	7,001
PVC	8"	26,875

Metal	10"	1,870
PVC	10"	35,051
PVC	12"	6,710
TOTAL		89,934

Hydrants	193
Curb Stops	942
Water Valves	451

City of De Pere System Description

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

Hydrants	1,360
Curb Stops	7,643
Water Valves	2,245

Scope of Work:

1. Review existing water distribution system maps, street maps, and pertinent water system reports for each community.
2. Contractor shall utilize equipment and methodology to listen and identify potential leaks on Water Utility's distribution system as listed above under "system description". All equipment used will be non-intrusive. The leak detection survey shall include the water main, valves, hydrants, services, and curb boxes. Contact shall be made with pipe appurtenances at intervals no greater than 350 feet where contact points are available and accessible. All hydrants and main line valves shall be listened to.

The Village of Allouez requires all water services connected to PVC and AC water mains to be listened to.

The Village of Denmark and the City of De Pere requires all water services shall be listened to including 100% of the curb boxes which includes those on all metal and PVC portion of the

distribution system. The Village of Denmark and the City of De Pere will have all curb boxes exposed for the contractor to listen on.

3. Contractor is responsible to provide all equipment, manpower, materials, and transportation required to conduct accurate leak detection survey.
4. The Contractor shall conduct the leak detection survey with limited disruption to the current operation of the Water Utility's water distribution system. The Contractor shall coordinate the survey with the Water Utility. The Water Utility staff shall operate all valves, hydrants, and curb stops.
5. The Contractor shall conduct the leak detection survey with minimal disruption to traffic. The Contractor personnel shall comply with all traffic regulations and Manual of Uniform Traffic Control Device requirements for working within the street.
6. With prior approval, the Contractor is permitted to perform the leak detection survey during weekends and abnormal working hours, to avoid heavy traffic and/or noise. Note that the Water Utility is only available to provide guidance and answer questions during the following hours:
 - Village of Allouez: Monday – Thursday 6:30 AM to 3:30 PM; Friday 6:30 AM to 10:30 AM
 - Village of Denmark: Monday – Friday 7:00 AM to 3:30 PM
 - City of De Pere: Monday – Friday 7:00 AM to 3:30 PM
7. When a leak is suspected on a water service, the Water Utility shall turn off the water at the curb stop box and the contractor shall listen to determine if the leak is on the homeowner's side of the curb box.
8. Contractor shall prepare an inventory of defective system components such as valves, hydrants, meters, and curb stops, which are noted in the course of field investigation and activities. Contractor shall also note any map errors in the course of carrying out the leak detection survey.
9. The contractor shall prepare a final report showing the results of the leak detection and location survey. The report shall include a summary of the project, method and equipment used to complete the leak detections, and a list of leakage located by type, location, and estimated quantity of leakage. The final report will contain recommendations for future work based on the results of this survey.
10. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The Water Utility has received the final report showing the results of the leak detection survey.
- 2) A detailed invoice is submitted to Water Utility for the work has been completed.

Schedule:

It is intended that the entire water distribution system be surveyed in one mobilization for each Water Utility. The survey for each Water Utility shall be completed by October 6, 2023.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

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

Sealed proposals marked **"2023 Leak Detection Survey"** on envelope is to be delivered or mailed to:

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

All proposals shall be received no later than 2 p.m. Central Standard Time on February 1, 2023.

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

If you have any questions regarding Village of Allouez's water distribution system or leak detection survey please call John Deuchert at (920)-621-8745.

If you have any questions regarding Village of Denmark's water distribution system or leak detection survey please call Erika Thronson at (920) 362-7982.

If you have any questions regarding City of De Pere's water distribution system leak detection survey, or this proposal, please call Eric Zygarlicke at (920) 339-4063.

Questions may also be emailed to sthoresen@deperewi.gov.

Sincerely,

City of De Pere
 Scott Thoresen, P.E.
 Director of Public Works

City of De Pere Water Utility

2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: \$ _____

Name of Firm

Address of Firm

Telephone Number

Fax Number

Email Address

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

Leak Detection Survey Method

A. Scope

Services to be provided for the project are as follows:

1. Conduct a leak detection and location survey with Gutermann Aqua Scope Sonic Leak Detection equipment on the entire water distribution system. The survey will be conducted utilizing the following two methods.
2. After the initial sonic leak survey of a portion of the system is completed, indications of leaks will be verified a second time, after which the leaks will be located with a Gutermann 600 or 610 computer programmed leak correlator.
3. This survey will be conducted primarily during normal working hours with additional leak detection being conducted during late evening and/or early morning hours in areas of high traffic volume.
4. A daily report of any leaks will be provided. Hydrant leaks will need to be repaired in a timely manner so areas may be rechecked for underlying leaks.
5. Prepare a final report with the results of our findings. The final report will contain recommendations for future work based on the results of this survey. An estimated water loss analysis will be given based on experience, type of leak and pressure on main.

NOTE: GPM is an estimate only.

B. Client's Responsibilities Apply for all Scopes of Work.

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

1. All available street maps, water distribution system maps, available plans of existing facilities and similar information which may be required for the project.

Appleton

5350 N Richmond St
Appleton, WI 54913
(920) 731-3252
Exhibit B - Page 1 of 8

Green Bay

1281 Cornell Rd
Green Bay, WI 54313
(920) 434-7830

Pewaukee

N49 W22990 Commerce Centre Dr
Pewaukee, WI 53072
(262) 691-8888

Leak Survey References

Village of Bellevue
2828 Allouez Avenue
Green Bay, WI 54311
Mike Mahloch
(920) 468-5225

De Pere Water Department
925 S. Sixth St.
De Pere, WI 54115
Eric Zygarlicke
(920) 339-4060

Grand Chute Water Utility
1900 Grand Chute Blvd.
Appleton, WI 54913
John Urban
(920) 832-1581

Marshfield Utilities
2000 S. Central Ave.
Marshfield, WI. 54449
Eric Boon
(715) 305-3809

City of Nekoosa
951 Market St.
Nekoosa, WI 54457
Rick Schmidt
(715) 572-3614

Onalaska Municipal Water Utility
4150 Main St.
Onalaska, WI 54650
John Wiatt
(608) 781-9543

Appleton

5350 N Richmond St
Appleton, WI 54913
(920) 731-3252
Exhibit B - Page 2 of 8

Green Bay

1281 Cornell Rd
Green Bay, WI 54313
(920) 434-7830

Pewaukee

N49 W22990 Commerce Centre Dr
Pewaukee, WI 53072
(262) 691-8800



CERTIFICATE OF LIABILITY INSURANCE

Page 1

17.d

DATE (MM/DD/YYYY)
12/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B: Indemnity Insurance Company of North America	
	INSURER C: ACE Fire Underwriters Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		
	NAIC #	
	22667	43575
	20702	

COVERAGES**CERTIFICATE NUMBER:** W26882022**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

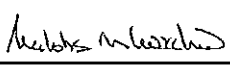
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			HDO G72489494	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 5,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 10,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			ISA H25564637	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
	☒ Self-Insured ☒ Physical Damage						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C68925289	05/01/2022	05/01/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers' Compensation & Employers Liability - AZ/CA/MA			WLR C68925320	05/01/2022	05/01/2023	E.L. Each Accident \$2,000,000
	Per Statute						E.L. Disease - Pol Lmt \$2,000,000
							E.L. Disease-Each Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Policy WLR C68925289 provides coverage for AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

NAIC#: 20702

POLICY NUMBER: RWC C68925368 EFF DATE: 05/01/2022 EXP DATE: 05/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation &	E.L. Each Accident	\$2,000,000
Employers Liability - WI	E.L. Disease -Pol Lmt	\$2,000,000
Per Statute	E.L. Disease-Each Emp	\$2,000,000

As of 12/13/2022

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

<u>Entity Name</u>	<u>Entity Name</u>
Aaron and Company, Inc. (effective 5/23/2022)	Ferguson Enterprises LLC dba Plumbers Supply Company of St. Louis (eff 2/16/2022)
AC Wholesalers	Ferguson Enterprises of Virginia, LLC
ACF Environmental (effective 11/16/2020)	Ferguson Facilities Supply (FEI)
Action Automation, a Walseley Industrial Group company (eff 8/20/2018)	Ferguson Facilities Supply (for Matera Paper -TX only)
Action Plumbing Supply (effective 7/15/2019)	Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)
Adirondack Piping Solutions (effective 2/7/2022)	Ferguson Fire & Fabrication, Inc.
ADL (effective 7/16/2018)	Ferguson Fire & Fabrication International
Airefco (effective 11/16/2022)	Ferguson Heating & Cooling
Alaska Pipe & Supply	Ferguson Hospitality Sales
Amerock, LLC (effective 1/11/2021)	Ferguson HVAC – Air Cold
Amerock Holdings, Inc. (effective 1/11/2021)	Ferguson HVAC – EastWest Air
AMS Steam Products (effective 12/13/2021)	Ferguson HVAC – Lyon Conklin
Andrews Lighting & Hardware Gallery	Ferguson Industrial (effective 3/15/2022)
The Ar-Jay Center	Ferguson Integrated Services
Atlantic American Fire Equipment Company	Ferguson International
Avallon Global	Ferguson Panama, S.A.
BAC Appliance Center	Ferguson Parts & Packaging
Bath + Beyond	Ferguson Valve & Automation
Bayport Partners, LLC	Ferguson Waterworks
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Ferguson Waterworks - Municipal Pipe
Brock-McVey (effective 7/30/2018)	Ferguson Waterworks - Red Hed
Bruce-Rogers Company	Ferguson Waterworks EPPCO
Build.com, Inc. (fka Improvement Direct, Inc.)	Ferguson Waterworks International
Cal-Steam	Founders Kitchen & Bath, Inc. (effective 4/25/2022)
Canyon Pipe & Supply (effective 7/26/2021)	Galleria Bath & Kitchen Showplace
Capital Distributing (effective 10/29/2018)	Grand Junction Pipe (effective 9/24/2018)
City Lights Design Showroom	HM Wallace, Inc.
CFP	Hot Water Products (effective 12/13/2021)
Clawfoot Supply, LLC	Hot Water Sales and Associates (effective 12/13/2021)
Cline Contract Sales	H.P. Products Corporation
Columbia Pipe & Supply LLC (eff 3/13/2020)	HP Logistic, Inc.
Custom Lighting & Hardware	Improvement Brands Holdings, Inc.
D2 Land & Water Resource (effective 7/18/2022)	Industrial Hub of the Carolinas
Davies Water	Innovative Soil Solutions LLC (effective 7/29/2019)
DBS Holdings, Inc.	James Martin Signature Vanities, LLC (effective 1/28/2019)
Dealernet	J&G Products
Duhig Stainless (effective 3/12/2018)	Jones Stephens Corp. (effective 8/13/2018)
Energy & Process Corporation	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
Equarius Waterworks, Meter & Automation Group	J.D. Daddario Company
Factory Direct Appliance	Joseph G. Pollard Co.
Ferguson Bath & Kitchen Gallery	JWIT Hydrotherapy Bath Solutions (effective 3/16/2020)
Ferguson Bath, Kitchen & Lighting Gallery	Karl's Appliances
Ferguson.com	Kitchen Art (effective 2/4/2019)
Ferguson CESCO, Inc.	Lakeland Plumbing Supply, LLC
Ferguson Direct	Lighting Design Center
Ferguson CeSCO, Inc.	Lighting Unlimited
Ferguson Enterprises, Inc.	Lincoln Products
Ferguson Enterprises, LLC	Linwood Pipe and Supply
Ferguson Enterprises LLC dba Henry Plumbing Kitchen & Bath Galleries (eff 2/9/2022)	Living Direct, Inc.
Ferguson Enterprises LLC dba Henry Plumbing Supply (effective 2/9/2022)	Louisiana Utilities Supply Company
Ferguson Enterprises LLC dba Henry Kitchen & Bath (effective 2/16/2022)	LUSCO

As of 12/13/2022

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST

<u>Entity Name</u>	<u>Entity Name</u>
Mahwah Realty, LLC	S.W. Anderson Sales Corporation (effective 11/11/2019)
Maskir Properties Inc.	Safe Step Walk in Tub (effective 11/1/2021)
Matera Paper Company, Inc.	Safe Step Walk in Tub, LLC (effective 7/31/2018)
Max Industries, Ltd. (effective 1/28/2019)	SG Supply Co.
McFarland Supply	Ship-Pac
Meyer Appliance (effective 9/20/2021)	Signature Hardware
MFP Design (effective 3/25/2020)	SimplyPlumbing, LLC
Michigan Meter	SOS Sales
Millennium Lighting, Inc. (effective 8/27/2018)	Southampton Realty Corp.
Minka Lighting, LLC (effective 7/25/2022)	Stock Loan Services, LLC
Mission Valley Pipe (effective 6/3/2019)	Sunstate Meter & Supply, Inc. (effective 10/25/2021)
Mississippi Utility Supply Co. (MUSCO)	Supply.com
Moore Industrial Supply (effective 7/12/2021)	Tarpon Wholesale Supplies
Myers HVAC Supply	The Davidson Group
National Fire Products	The Kitchen Showcase (effective 6/21/2021)
New Jersey Plumbing Group, LLC	The Plumbing Source
New York Plumbing Designs, LLC	The Stock Market
North Point Plumbing Supply, LLC	Tinkar Realty, LLC
Old Dominion Supply, Inc. (effective 10/26/2020)	TotalFab, LLC
Orange County Plumbing Group, LLC	TPW Kitchen & Bath
Palm Designs LLC	Triton Environmental (effective 6/27/2022)
PCS Industries	Uncle Sam Piping Solutions (effective 2/7/2022)
PL Sourcing	Wallwork (effective 12/10/2018)
Plumb Source	Wanlyn Realty Corp.
Plumbers Supply Company (effective 1/24/2022)	Waterworks Industries
Plumbing Décor	Webb Distributors
Plumbing Holdings Corp.	Western Air Supply
Pollardwater	Westfield Lighting
Powell Pipe & Supply Co.	Wholesale Group
Power Equipment Direct Inc.	Wholesale Group Operations, Inc.
Power Process Equipment (effective 12/5/2022)	Wolseley (Barbados) Ltd
Process Instruments & Controls, LLC (effective 9/9/2019)	Wolseley de Puerto Rico, Inc.
Professional's Bath Source	Wolseley Financial Services
PV Sullivan Supply	Wolseley Industrial Group
Ramapo Wholesalers	Wolseley Integrated de Mexico S.A. de C.V.
RB Huntington Realty, LLC	Wolseley Investments North America, Inc.
Rencor Controls (effective 3/16/2020)	Wolseley Investments, Inc.
Robertson Supply (effective 11/19/2018)	Wolseley NA Construction Services, LLC
Rocky Hollow Realty, LLC	Wolseley NA Finance, Inc.
Renwes Sales	Wolseley Staffing de Mexico S.A. de C.V.
Redlon & Johnson	WPCC Forwarding
Reese Kitchen, Bath & Lighting Gallery	Wright Plumbing Supply
Royal Pacific Limited (effective 11/22/2021)	

City of De Pere Water Utility

2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey:

\$ 27,075.00

FERGUSON WATERWORKS
Name of Firm

5350 N. Richmond ST. Appleton, WI 54913
Address of Firm

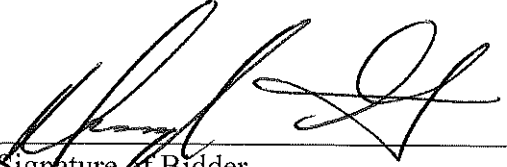
(920) 213-1730 or (920) 731-3252
Telephone Number

(920) 731-2305
Fax Number

Douglas. Gries @ Ferguson.com
Email Address

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

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


Signature of Bidder

1/30/23
Date

DOUGLAS GRIES
Print or Type Name of Bidder

Services Director
Title

Estimated Start Date: 5/15/23

Estimated Work Days to Complete: 24

XXXXXXXXXX

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: February 6, 2023
RE: Consideration and possible action on Leak Detection Survey*

The City currently is experiencing approximately an 13% water loss per the 2021 Public Service Commission report in the system. In order to determine where the water loss is, staff has requested proposals from firms that perform leak detection surveys. The intent of the survey is to locate where the leaks are in the system so that they can be fixed and reduce our water loss. The last leak detection survey was done in 2021 which found 22 leaks for an estimated loss of 103 gallons per minute. Estimated annual savings once leaks were repaired was \$269,059.

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

Staff solicited eight (8) companies for proposals and has received (See attached proposals received) the following quotes for performing the leak detection survey:

Ferguson Waterworks Services, Appleton, WI	= \$ 27,075.00
Faith Leak Detection Services, Green Bay, WI	= \$28,500.00
AECOM, Milwaukee, WI	= No Bid
Leak Locators of Montana, LLC	= No Bid
ME Simpson Company, Waukegan, IL	= No Bid
Utility Service Associates, Kalispell, MT	= No Bid
Waterworks Services, Wausau, WI	= No Bid
Westrum Leak Detection, Stratford, IA	= No Bid

After reviewing the proposals, it is recommended that City hire Ferguson Waterworks Services, of Appleton, WI to perform the water leak detection survey in the amount of \$ 27,075.00. The funding for this project was approved under the 2023 water utility budget under capital projects in the amount of \$40,000.

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



January 3, 2023

**RE: Request for Proposals
2023 Leak Detection Survey**

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

Village of Allouez System Description

Watermain Material Type	Feet
AC	56,901
Metal	86,398
PVC	195,150
TOTAL=	338,449

Hydrants	656
Water Valves	1155

Village of Denmark System Description

Type of Main	Size	Footage
Metal	6"	11,682
PVC	6"	745
Metal	8"	7,001
PVC	8"	26,875

Metal	10"	1,870
PVC	10"	35,051
PVC	12"	6,710
TOTAL		89,934

Hydrants	193
Curb Stops	942
Water Valves	451

City of De Pere System Description

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

Hydrants	1,360
Curb Stops	7,643
Water Valves	2,245

Scope of Work:

1. Review existing water distribution system maps, street maps, and pertinent water system reports for each community.
2. Contractor shall utilize equipment and methodology to listen and identify potential leaks on Water Utility's distribution system as listed above under "system description". All equipment used will be non-intrusive. The leak detection survey shall include the water main, valves, hydrants, services, and curb boxes. Contact shall be made with pipe appurtenances at intervals no greater than 350 feet where contact points are available and accessible. All hydrants and main line valves shall be listened to.

The Village of Allouez requires all water services connected to PVC and AC water mains to be listened to.

The Village of Denmark and the City of De Pere requires all water services shall be listened to including 100% of the curb boxes which includes those on all metal and PVC portion of the

distribution system. The Village of Denmark and the City of De Pere will have all curb boxes exposed for the contractor to listen on.

3. Contractor is responsible to provide all equipment, manpower, materials, and transportation required to conduct accurate leak detection survey.
4. The Contractor shall conduct the leak detection survey with limited disruption to the current operation of the Water Utility's water distribution system. The Contractor shall coordinate the survey with the Water Utility. The Water Utility staff shall operate all valves, hydrants, and curb stops.
5. The Contractor shall conduct the leak detection survey with minimal disruption to traffic. The Contractor personnel shall comply with all traffic regulations and Manual of Uniform Traffic Control Device requirements for working within the street.
6. With prior approval, the Contractor is permitted to perform the leak detection survey during weekends and abnormal working hours, to avoid heavy traffic and/or noise. Note that the Water Utility is only available to provide guidance and answer questions during the following hours:
 - Village of Allouez: Monday – Thursday 6:30 AM to 3:30 PM; Friday 6:30 AM to 10:30 AM
 - Village of Denmark: Monday – Friday 7:00 AM to 3:30 PM
 - City of De Pere: Monday – Friday 7:00 AM to 3:30 PM
7. When a leak is suspected on a water service, the Water Utility shall turn off the water at the curb stop box and the contractor shall listen to determine if the leak is on the homeowner's side of the curb box.
8. Contractor shall prepare an inventory of defective system components such as valves, hydrants, meters, and curb stops, which are noted in the course of field investigation and activities. Contractor shall also note any map errors in the course of carrying out the leak detection survey.
9. The contractor shall prepare a final report showing the results of the leak detection and location survey. The report shall include a summary of the project, method and equipment used to complete the leak detections, and a list of leakage located by type, location, and estimated quantity of leakage. The final report will contain recommendations for future work based on the results of this survey.
10. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The Water Utility has received the final report showing the results of the leak detection survey.
- 2) A detailed invoice is submitted to Water Utility for the work has been completed.

Schedule:

It is intended that the entire water distribution system be surveyed in one mobilization for each Water Utility. The survey for each Water Utility shall be completed by October 6, 2023.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

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

Sealed proposals marked “**2023 Leak Detection Survey**” on envelope is to be delivered or mailed to:

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

All proposals shall be received no later than 2 p.m. Central Standard Time on February 1, 2023.

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

If you have any questions regarding Village of Allouez's water distribution system or leak detection survey please call John Deuchert at (920)-621-8745.

If you have any questions regarding Village of Denmark's water distribution system or leak detection survey please call Erika Thronson at (920) 362-7982.

If you have any questions regarding City of De Pere's water distribution system leak detection survey, or this proposal, please call Eric Zygarlicke at (920) 339-4063.

Questions may also be emailed to sthoresen@deperewi.gov.

Sincerely,

City of De Pere
 Scott Thoresen, P.E.
 Director of Public Works

Village of Allouez Water Utility

2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: \$ _____

Name of Firm

Address of Firm

Telephone Number

Fax Number

Email Address

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Signature of Owner

Date

Print or Type Name of Owner

Title

Estimated Start Date: _____

Estimated Workdays to Complete: _____

Village of Denmark Water Utility

2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: \$ _____

Name of Firm

Address of Firm

Telephone Number

Fax Number

Email Address

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

City of De Pere Water Utility

2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: \$ _____

Name of Firm

Address of Firm

Telephone Number

Fax Number

Email Address

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

Leak Detection Proposals Summary 2-1-2023

Company Name	Community	LS
Faith Leak Detection Services		
	Village of Allouez	\$13,499.00
	Village of Denmark	\$7,500.00
	City of De Pere	\$28,500.00
Ferguson Waterworks Services		
	Village of Allouez	\$15,800.00
	Village of Denmark	\$9,025.00
	City of De Pere	\$27,075.00
AECOM		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid
Leak Locators of Montana, LLC		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid
ME Simpson Company		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid
Utility Service Associates		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid
Waterworks Services		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid
Westrum Leak Detection		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid

Leak Detection Survey Method

A. Scope

Services to be provided for the project are as follows:

1. Conduct a leak detection and location survey with Gutermann Aqua Scope Sonic Leak Detection equipment on the entire water distribution system. The survey will be conducted utilizing the following two methods.
2. After the initial sonic leak survey of a portion of the system is completed, indications of leaks will be verified a second time, after which the leaks will be located with a Gutermann 600 or 610 computer programmed leak correlator.
3. This survey will be conducted primarily during normal working hours with additional leak detection being conducted during late evening and/or early morning hours in areas of high traffic volume.
4. A daily report of any leaks will be provided. Hydrant leaks will need to be repaired in a timely manner so areas may be rechecked for underlying leaks.
5. Prepare a final report with the results of our findings. The final report will contain recommendations for future work based on the results of this survey. An estimated water loss analysis will be given based on experience, type of leak and pressure on main.

NOTE: GPM is an estimate only.

B. Client's Responsibilities Apply for all Scopes of Work.

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

1. All available street maps, water distribution system maps, available plans of existing facilities and similar information which may be required for the project.

Appleton

5350 N Richmond St
Appleton, WI 54913
(920) 731-3252

Green Bay

1281 Cornell Rd
Green Bay, WI 54313
(920) 434-7830

Pewaukee

N49 W22990 Commerce Centre Dr
Pewaukee, WI 53072
(262) 691-8800

Leak Survey References

Village of Bellevue
2828 Allouez Avenue
Green Bay, WI 54311
Mike Mahloch
(920) 468-5225

De Pere Water Department
925 S. Sixth St.
De Pere, WI 54115
Eric Zygarlicke
(920) 339-4060

Grand Chute Water Utility
1900 Grand Chute Blvd.
Appleton, WI 54913
John Urban
(920) 832-1581

Marshfield Utilities
2000 S. Central Ave.
Marshfield, WI. 54449
Eric Boon
(715) 305-3809

City of Nekoosa
951 Market St.
Nekoosa, WI 54457
Rick Schmidt
(715) 572-3614

Onalaska Municipal Water Utility
4150 Main St.
Onalaska, WI 54650
John Wiatt
(608) 781-9543

Appleton

5350 N Richmond St
Appleton, WI 54913
(920) 731-3252

Green Bay

1281 Cornell Rd
Green Bay, WI 54313
(920) 434-7830

Pewaukee

N49 W22990 Commerce Centre Dr
Pewaukee, WI 53072
(262) 691-8800



CERTIFICATE OF LIABILITY INSURANCE

Page 1

17.h

DATE (MM/DD/YYYY)
12/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Indemnity Insurance Company of North America INSURER C: ACE Fire Underwriters Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** W26882022**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			HDO G72489494	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SELF-INSURED ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ PHYSICAL DAMAGE			ISA H25564637	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WLR C68925289	05/01/2022	05/01/2023	☒ PER STATUTE E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers' Compensation & Employers Liability - AZ/CA/MA Per Statute			WLR C68925320	05/01/2022	05/01/2023	E.L. Each Accident \$2,000,000 E.L. Disease - Pol Lmt \$2,000,000 E.L. Disease-Each Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Policy WLR C68925289 provides coverage for AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

NAIC#: 20702

POLICY NUMBER: RWC C68925368

EFF DATE: 05/01/2022

EXP DATE: 05/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation &	E.L. Each Accident	\$2,000,000
Employers Liability - WI	E.L. Disease -Pol Lmt	\$2,000,000
Per Statute	E.L. Disease-Each Emp	\$2,000,000

As of 12/13/2022

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

<u>Entity Name</u>	<u>Entity Name</u>
Aaron and Company, Inc. (effective 5/23/2022)	Ferguson Enterprises LLC dba Plumbers Supply Company of St. Louis (eff 2/16/2022)
AC Wholesalers	Ferguson Enterprises of Virginia, LLC
ACF Environmental (effective 11/16/2020)	Ferguson Facilities Supply (FEI)
Action Automation, a Walseley Industrial Group company (eff 8/20/2018)	Ferguson Facilities Supply (for Matera Paper -TX only)
Action Plumbing Supply (effective 7/15/2019)	Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)
Adirondack Piping Solutions (effective 2/7/2022)	Ferguson Fire & Fabrication, Inc.
ADL (effective 7/16/2018)	Ferguson Fire & Fabrication International
Airefco (effective 11/16/2022)	Ferguson Heating & Cooling
Alaska Pipe & Supply	Ferguson Hospitality Sales
Amerock, LLC (effective 1/11/2021)	Ferguson HVAC – Air Cold
Amerock Holdings, Inc. (effective 1/11/2021)	Ferguson HVAC – EastWest Air
AMS Steam Products (effective 12/13/2021)	Ferguson HVAC – Lyon Conklin
Andrews Lighting & Hardware Gallery	Ferguson Industrial (effective 3/15/2022)
The Ar-Jay Center	Ferguson Integrated Services
Atlantic American Fire Equipment Company	Ferguson International
Avalon Global	Ferguson Panama, S.A.
BAC Appliance Center	Ferguson Parts & Packaging
Bath + Beyond	Ferguson Valve & Automation
Bayport Partners, LLC	Ferguson Waterworks
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Ferguson Waterworks - Municipal Pipe
Brock-McVey (effective 7/30/2018)	Ferguson Waterworks - Red Hed
Bruce-Rogers Company	Ferguson Waterworks EPPCO
Build.com, Inc. (fka Improvement Direct, Inc.)	Ferguson Waterworks International
Cal-Steam	Founders Kitchen & Bath, Inc. (effective 4/25/2022)
Canyon Pipe & Supply (effective 7/26/2021)	Galleria Bath & Kitchen Showplace
Capital Distributing (effective 10/29/2018)	Grand Junction Pipe (effective 9/24/2018)
City Lights Design Showroom	HM Wallace, Inc.
CFP	Hot Water Products (effective 12/13/2021)
Clawfoot Supply, LLC	Hot Water Sales and Associates (effective 12/13/2021)
Cline Contract Sales	H.P. Products Corporation
Columbia Pipe & Supply LLC (eff 3/13/2020)	HP Logistic, Inc.
Custom Lighting & Hardware	Improvement Brands Holdings, Inc.
D2 Land & Water Resource (effective 7/18/2022)	Industrial Hub of the Carolinas
Davies Water	Innovative Soil Solutions LLC (effective 7/29/2019)
DBS Holdings, Inc.	James Martin Signature Vanities, LLC (effective 1/28/2019)
Dealernet	J&G Products
Duhig Stainless (effective 3/12/2018)	Jones Stephens Corp. (effective 8/13/2018)
Energy & Process Corporation	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
Equarius Waterworks, Meter & Automation Group	J.D. Daddario Company
Factory Direct Appliance	Joseph G. Pollard Co.
Ferguson Bath & Kitchen Gallery	JWIT Hydrotherapy Bath Solutions (effective 3/16/2020)
Ferguson Bath, Kitchen & Lighting Gallery	Karl's Appliances
Ferguson.com	Kitchen Art (effective 2/4/2019)
Ferguson CESCO, Inc.	Lakeland Plumbing Supply, LLC
Ferguson Direct	Lighting Design Center
Ferguson CeSCO, Inc.	Lighting Unlimited
Ferguson Enterprises, Inc.	Lincoln Products
Ferguson Enterprises, LLC	Linwood Pipe and Supply
Ferguson Enterprises LLC dba Henry Plumbing Kitchen & Bath Galleries (eff 2/9/2022)	Living Direct, Inc.
Ferguson Enterprises LLC dba Henry Plumbing Supply (effective 2/9/2022)	Louisiana Utilities Supply Company
Ferguson Enterprises LLC dba Henry Kitchen & Bath (effective 2/16/2022)	LUSCO

As of 12/13/2022

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST

Entity Name	Entity Name
Mahwah Realty, LLC	S.W. Anderson Sales Corporation (effective 11/11/2019)
Maskir Properties Inc.	Safe Step Walk in Tub (effective 11/1/2021)
Matera Paper Company, Inc.	Safe Step Walk in Tub, LLC (effective 7/31/2018)
Max Industries, Ltd. (effective 1/28/2019)	SG Supply Co.
McFarland Supply	Ship-Pac
Meyer Appliance (effective 9/20/2021)	Signature Hardware
MFP Design (effective 3/25/2020)	SimplyPlumbing, LLC
Michigan Meter	SOS Sales
Millennium Lighting, Inc. (effective 8/27/2018)	Southampton Realty Corp.
Minka Lighting, LLC (effective 7/25/2022)	Stock Loan Services, LLC
Mission Valley Pipe (effective 6/3/2019)	Sunstate Meter & Supply, Inc. (effective 10/25/2021)
Mississippi Utility Supply Co. (MUSCO)	Supply.com
Moore Industrial Supply (effective 7/12/2021)	Tarpon Wholesale Supplies
Myers HVAC Supply	The Davidson Group
National Fire Products	The Kitchen Showcase (effective 6/21/2021)
New Jersey Plumbing Group, LLC	The Plumbing Source
New York Plumbing Designs, LLC	The Stock Market
North Point Plumbing Supply, LLC	Tinkar Realty, LLC
Old Dominion Supply, Inc. (effective 10/26/2020)	TotalFab, LLC
Orange County Plumbing Group, LLC	TPW Kitchen & Bath
Palm Designs LLC	Triton Environmental (effective 6/27/2022)
PCS Industries	Uncle Sam Piping Solutions (effective 2/7/2022)
PL Sourcing	Wallwork (effective 12/10/2018)
Plumb Source	Wanlyn Realty Corp.
Plumbers Supply Company (effective 1/24/2022)	Waterworks Industries
Plumbing Décor	Webb Distributors
Plumbing Holdings Corp.	Western Air Supply
Pollardwater	Westfield Lighting
Powell Pipe & Supply Co.	Wholesale Group
Power Equipment Direct Inc.	Wholesale Group Operations, Inc.
Power Process Equipment (effective 12/5/2022)	Wolseley (Barbados) Ltd
Process Instruments & Controls, LLC (effective 9/9/2019)	Wolseley de Puerto Rico, Inc.
Professional's Bath Source	Wolseley Financial Services
PV Sullivan Supply	Wolseley Industrial Group
Ramapo Wholesalers	Wolseley Integrated de Mexico S.A. de C.V.
RB Huntington Realty, LLC	Wolseley Investments North America, Inc.
Rencor Controls (effective 3/16/2020)	Wolseley Investments, Inc.
Robertson Supply (effective 11/19/2018)	Wolseley NA Construction Services, LLC
Rocky Hollow Realty, LLC	Wolseley NA Finance, Inc.
Renwes Sales	Wolseley Staffing de Mexico S.A. de C.V.
Redlon & Johnson	WPCC Forwarding
Reese Kitchen, Bath & Lighting Gallery	Wright Plumbing Supply
Royal Pacific Limited (effective 11/22/2021)	

Village of Allouez Water Utility

2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey:

\$ 15,800.00

Ferguson Waterworks
Name of Firm

5350 N. Richmond ST Appleton, WI 54913
Address of Firm

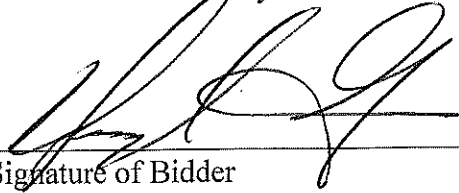
(920) 213-1730 or (920) 731-3252
Telephone Number

(920) 731-2305
Fax Number

Douglas.Gries@Ferguson.com
Email Address

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

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


Signature of Bidder

1/30/23
Date

Douglas Gries
Print or Type Name of Bidder

Services Director
Title


Signature of Owner

1/30/23
Date

Gregg C. Huth
Print or Type Name of Owner

General Manager
Title

Estimated Start Date: 4/1/23

Estimated Workdays to Complete: 14 days

Village of Denmark Water Utility

2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey:

\$ 9025.00

FERGUSON WATERWORKS
Name of Firm

5350 N. Richmond ST. Appleton, WI 54952
Address of Firm

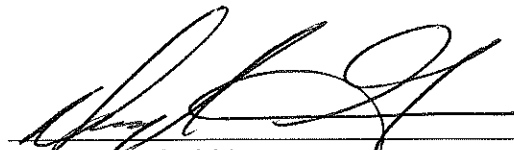
(920) 213-1730 or (920) 731-3252
Telephone Number

(920) 731-2305
Fax Number

1 Douglas. Geies @ Ferguson.com
Email Address

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

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



Signature of Bidder

1/30/23

Date

DOUGLAS GRIES

Print or Type Name of Bidder

SERVICES DIRECTOR

Title

Estimated Start Date: 4/24/23

Estimated Work Days to Complete: 10

City of De Pere Water Utility

2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey:

\$ 27,075.00

FERGUSON WATERWORKS
Name of Firm

5350 N. Richmond ST. Appleton, WI 54913
Address of Firm

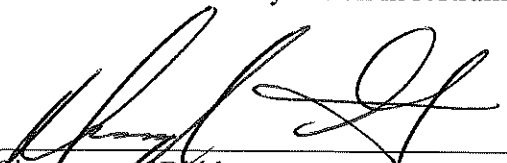
(920) 213-1730 or (920) 731-3252
Telephone Number

(920) 731-2305
Fax Number

Douglas. Gries @ Ferguson.com
Email Address

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

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


Signature of Bidder

1/30/23
Date

DOUGLAS GRIES
Print or Type Name of Bidder

SERVICES DIRECTOR
Title

Estimated Start Date: 5/15/23

Estimated Work Days to Complete: 24



January 3, 2023

**RE: Request for Proposals
2023 Leak Detection Survey**

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

Village of Allouez System Description

Watermain Material Type	Feet
AC	56,901
Metal	86,398
PVC	195,150
TOTAL=	338,449

Hydrants	656
Water Valves	1155

Village of Denmark System Description

Type of Main	Size	Footage
Metal	6"	11,682
PVC	6"	745
Metal	8"	7,001
PVC	8"	26,875

Metal	10"	1,870
PVC	10"	35,051
PVC	12"	6,710
TOTAL		89,934

Hydrants	193
Curb Stops	942
Water Valves	451

City of De Pere System Description

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

Hydrants	1,360
Curb Stops	7,643
Water Valves	2,245

Scope of Work:

1. Review existing water distribution system maps, street maps, and pertinent water system reports for each community.
2. Contractor shall utilize equipment and methodology to listen and identify potential leaks on Water Utility's distribution system as listed above under "system description". All equipment used will be non-intrusive. The leak detection survey shall include the water main, valves, hydrants, services, and curb boxes. Contact shall be made with pipe appurtenances at intervals no greater than 350 feet where contact points are available and accessible. All hydrants and main line valves shall be listened to.

The Village of Allouez requires all water services connected to PVC and AC water mains to be listened to.

The Village of Denmark and the City of De Pere requires all water services shall be listened to including 100% of the curb boxes which includes those on all metal and PVC portion of the

distribution system. The Village of Denmark and the City of De Pere will have all curb boxes exposed for the contractor to listen on.

3. Contractor is responsible to provide all equipment, manpower, materials, and transportation required to conduct accurate leak detection survey.
4. The Contractor shall conduct the leak detection survey with limited disruption to the current operation of the Water Utility's water distribution system. The Contractor shall coordinate the survey with the Water Utility. The Water Utility staff shall operate all valves, hydrants, and curb stops.
5. The Contractor shall conduct the leak detection survey with minimal disruption to traffic. The Contractor personnel shall comply with all traffic regulations and Manual of Uniform Traffic Control Device requirements for working within the street.
6. With prior approval, the Contractor is permitted to perform the leak detection survey during weekends and abnormal working hours, to avoid heavy traffic and/or noise. Note that the Water Utility is only available to provide guidance and answer questions during the following hours:
 - Village of Allouez: Monday – Thursday 6:30 AM to 3:30 PM; Friday 6:30 AM to 10:30 AM
 - Village of Denmark: Monday – Friday 7:00 AM to 3:30 PM
 - City of De Pere: Monday – Friday 7:00 AM to 3:30 PM
7. When a leak is suspected on a water service, the Water Utility shall turn off the water at the curb stop box and the contractor shall listen to determine if the leak is on the homeowner's side of the curb box.
8. Contractor shall prepare an inventory of defective system components such as valves, hydrants, meters, and curb stops, which are noted in the course of field investigation and activities. Contractor shall also note any map errors in the course of carrying out the leak detection survey.
9. The contractor shall prepare a final report showing the results of the leak detection and location survey. The report shall include a summary of the project, method and equipment used to complete the leak detections, and a list of leakage located by type, location, and estimated quantity of leakage. The final report will contain recommendations for future work based on the results of this survey.
10. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The Water Utility has received the final report showing the results of the leak detection survey.
- 2) A detailed invoice is submitted to Water Utility for the work has been completed.

Schedule:

It is intended that the entire water distribution system be surveyed in one mobilization for each Water Utility. The survey for each Water Utility shall be completed by October 6, 2023.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

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

Sealed proposals marked **"2023 Leak Detection Survey"** on envelope is to be delivered or mailed to:

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

All proposals shall be received no later than 2 p.m. Central Standard Time on February 1, 2023.

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

If you have any questions regarding Village of Allouez's water distribution system or leak detection survey please call John Deuchert at (920)-621-8745.

If you have any questions regarding Village of Denmark's water distribution system or leak detection survey please call Erika Thronson at (920) 362-7982.

If you have any questions regarding City of De Pere's water distribution system leak detection survey, or this proposal, please call Eric Zygarlicke at (920) 339-4063.

Questions may also be emailed to sthoresen@deperewi.gov.

Sincerely,

City of De Pere
 Scott Thoresen, P.E.
 Director of Public Works

2023 LEAK DETECTION CONTRACTOR LIST

Steve (Boz) Neumann

Ferguson Waterworks Services
5350 North Richmond Street
Appleton, WI 54913-6937
Office: (920) 731-3252
Cell: (920) 740-2341
Email: steven.neumann@ferguson.com

Tim Wolf

AECOM
1555 N River Center Drive
Suite 214
Milwaukee, WI 53212
(414) 944-6080
Email: tim.wolf@aecom.com

Mr. Joe Nepras

ME Simpson Company
2761 N Delany Road
Waukegan, IL 60087
cell: 815-347-5431
Office: 800.255.1521
joen@mesimpson.com

For Mailing Purposes Only:

*Corporate Office:
ME Simpson Co, Inc
3406 Enterprise Ave
Valparaiso, IN 46383*

Mr. Cayd Mathiasen

Utility Service Associates
916 W Center Street
Kalispell, MT 59901
(406) 890-2575
Email: cmathiasen@nrwloss.com

Mr. Troy Westrum

Westrum Leak Detection
3226 360th Street
Stratford, IA 50249
515-838-2222
Fax: 515-838-2225
Email: t-roy@globalccs.net

Mr. Brandon Ball

Waterworks Services
158063 E. Wausau Avenue
Wausau, WI 54403
(715) 660-8809
Brandon@WaterworksServices.com

Michael Carothers

Sewerin
Cell: 406-223-2500
leaklocatorsofmontana@gmail.com

John Paalman

Faith Leak Detection
2800 Howard Commons
Apt 322
Howard, WI 54313
Cell: (920) 200-959
faithleakdetection@gmail.com

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____ (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description) _____; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the _____ (date) City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated _____ (date) (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

X. NON-DISCRIMINATION

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

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following

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

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

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

XII. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or

any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\Consultant Agreement Template12-8-20.docx



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-12 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2023 Construction Materials Testing).

The Board of Public Works at the February 13, 2023 meeting approved the quote for 2023 Materials Testing from Bay Area Testing & Consulting, LLC estimated at \$39,090 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso23-12 (PDF)
- BATC (2023 Materials Testing)2-15-23-189-002-16 (PDF)
- Exhibit A-BATC (PDF)
- Exhibit B-BATC (PDF)
- 2023 0213 CI_BOPW_Materials_Testing (PDF)
- 2023 0112 CI_CALC_2023_Materials_Testing_Comparison (PDF)
- 2022 1229 BATC_Materials_Testing_Proposal(PDF)

RESOLUTION #23-12

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2023 Construction Materials Testing)

WHEREAS, the City is in need of construction materials testing services for its 2023 construction projects; and

WHEREAS, Bay Area Testing & Consulting, LLC has available and offers to provide personnel, equipment and professional assistance necessary to accomplish the testing services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Bay Area Testing & Consulting, LLC (2023 Construction Materials Testing) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2023

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2023 Construction Materials Testing)**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Bay Area Testing & Consulting, LLC, a Wisconsin limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform construction materials testing for its 2023 construction projects as described in the City's Request for Proposals for Geotechnical Services, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

II. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit B based upon unit prices, to be invoiced on a monthly basis. Invoices shall include an itemization of charges. Payment to the Contractor is due upon receipt of an invoice by the City; however, no more than one invoice per month shall be submitted. Compensation for special services shall be as agreed upon by the City and Contractor and set forth in the written authorization for special services.

III. INSURANCE

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

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

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:

\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. **LAWS TO BE OBSERVED.** The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.
2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **WORK SAFETY AND HEALTH.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment and take any other needed actions as the Contractor or City Engineer may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such

purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

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

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the

date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Bay Area Testing & Consulting, LLC
Attention: Jacob P. Franzmeier, P.E.
3125 South Birch Road, Suite B
Suamico, WI 54173

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

BAY AREA TESTING & CONSULTING, LLC

By:

Jacob P. Franzmeier, P.E., Owner/
Geotechnical Engineer

Lynn A. Franzmeier, Member/Owner

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

Anthony S. Wachewicz III, City Attorney

J:\Law\Agreements\2023\Contractor\BATC(2023 Materials Testing)2-15-23-189-002-16.docx

**Request for Proposals
For
Geotechnical Services**

The City of De Pere would like to invite your firm to submit a proposal for the 2023 construction materials consulting.

Your proposal must be submitted to our office by Thursday, January 12, 2023 at 3:00 p.m. Proposals can be submitted via mail or e-mail to Eric Rakers at 925 S. Sixth Street, De Pere, WI 54115 or erakers@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2023 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials and soil testing services and the soil boring services to separate firms.

SCOPE OF SERVICES:

Construction materials and soils testing services shall include, but are not limited to:

1. Earthwork Testing
2. Subgrade Compaction
3. Trench Compaction
4. Crushed Aggregate Base Course Testing (Material and Compaction)
5. Asphaltic Concrete Pavement Testing (Samples and Compaction)
6. Concrete Testing
7. Soil Borings
8. Field Observation Related to Soil and/or Construction Conditions

SCHEDULING:

The City will request services throughout the year. Generally, the City will give a 24-hour notice prior to needing service; however the City reserves the right for shorter notices.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

The proposed fee schedule shall be submitted on the attached form. Estimated hours and testing quantities are based off similar construction year totals.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Any account fee set-up charges shall be considered incidental to the items listed in the fee schedule attached with this agreement.

DELIVERY:

E-mail, in pdf format, copies of test results specific for each project to the City Engineer. Hard copies will not need to be provided. Report all failed test results by telephone to the project inspector within 24 hours of any failed test.

Provide four (4) hard copies for each soil boring report to the City.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each project.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10		
Project Engineer	HR	10		
Staff Engineer	HR	50		
Field Technician				
Senior Technician	HR	50		
Technician	HR	400		
Clerical	HR	50		
Mileage	MI	5,000		
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1		
Modified Proctor	EA	10		
Concrete Compression Test (Cylinder by Company)	EA	500		
Concrete Compression Test (Cylinder by City)	EA	10		
Handling of Backup Cylinders	EA	160		
Aggregate Sieve Analysis	EA	10		
Atterberg Limits	EA	1		
Permeability, Granular Soils	EA	1		
Permeability, Cohesive Soils	EA	1		
Field Technician Services				
Sample Pickup	EA	1		
Nuclear Density Gauge	½ DAY	100		
Nuclear Density Gauge	DAY	5		

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5		
Soil Boring	VF	150		
Report	EA	1		

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2023 CONSTRUCTION
CITY OF DE PERE, WISCONSIN**

CLIENT:

**MR. ERIC RAKERS, P.E.
CITY ENGINEER**

DATE:

DECEMBER 28, 2022



3125 Birch Road, Suite B
Suamico, WI 54173
Telephone: 920/660-
5246
Fax: 920/544-9693

December 28, 2022

Mr. Eric Rakers, P.E.
City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2023 Construction
City of De Pere, Wisconsin

Mr. Rakers,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2023 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted an electronic copy of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

A handwritten signature in blue ink, appearing to read "Jacob P. Franzmeier", is written over the printed name.

Jacob P. Franzmeier, P.E.
Owner / Geotechnical Engineer

cc: Chase Kuffel, P.E., Assistant City Engineer

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2023 CONSTRUCTION
CITY OF DE PERE**

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City of De Pere

Request for Proposal
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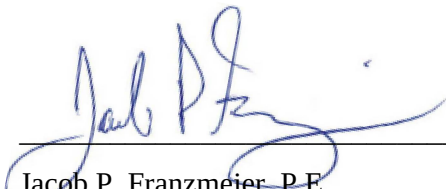
1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2023 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC
3125 Birch Road, Suite B
Suamico, WI 54173
Phone: 920-660-5246
Fax: 920-544-9693
Email: jake@bayareateesting.com

I, Jacob P. Franzmeier, am authorized to represent Bay Area Testing & Consulting, LLC.



Jacob P. Franzmeier, P.E.
Owner / Geotechnical Engineer

12/28/2022

Date

1.2 Statement of Qualifications

In December, 2010, BATC was established in Green Bay, Wisconsin, to provide independent construction materials testing for various private, commercial, and municipal projects, along with Wisconsin Department of Transportation (WisDOT) projects. BATC is currently on the WisDOT list of qualified laboratories for concrete, soil, aggregate, and asphalt testing. BATC also participates in the AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program for Coarse Aggregate. Since our staff has a wide variety of experience on projects throughout the state, our extensive knowledge and experience in soil, concrete, and asphalt field and laboratory testing results in exceptional quality control.

Further, our company goal is to provide accurate, detailed, and repeatable quality control results in a timely manner. Since all of our staff members have both extensive field and laboratory experience, we maintain that our test results are done both precisely and promptly, no matter who performs the testing, saving our clients both time and money.

All of our staff members are certified at different levels based on their experience and capabilities. Further, as an organization, we currently have certified personnel through the American Concrete Institute, the Wisconsin Department of Transportation Highway Technician Certification Program, and Troxler Laboratories. The following list contains the certifications and qualifications BATC employees currently maintain:

- Wisconsin DOT Certified PCC Technician – Level II
- Wisconsin DOT Certified PCC Technician – Level I
- Wisconsin DOT Certified ATTS Technician
- Wisconsin DOT Certified Aggregate Technician – Level I
- Wisconsin DOT Certified Grading Technician
- Wisconsin DOT Certified Aggregate Sampling Technician
- Wisconsin DOT Certified Concrete Strength Tester
- Wisconsin DOT Certified Nuclear Density Technician
- Wisconsin DOT Certified Asphalt Technician – Level ITP
- ACI Concrete Field Technician – Level I
- Soil Moisture/Density Operator – Troxler Electronics Labs, Inc.

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an “as-needed” basis for the 2023 construction season under a fixed fee, open-ended contract. Our understanding of the scope of services includes but is not limited to the following:

- Earthwork Testing
- Subgrade Compaction
- Trench Compaction
- Crushed Aggregate Base Course Testing (Material and Compaction)
- Asphaltic Concrete Pavement Testing (Samples and Compaction)
- Concrete Testing
- Soil Borings
- Field Observation Related to Soil and/or Construction Conditions

BATC understands that the City of De Pere would like a firm that can provide the above listed scope of services in a timely and professional manner in compliance with industry standards, by certified technicians and engineers under the direct supervision of a Professional Engineer, licensed in the State of Wisconsin. Most test results will be submitted to the City within 24 hours, unless a further detailed analysis is needed to provide a more cost effective solution to the problem. All reports will be submitted in PDF format and paper copies will be provided, if requested.

2.1 Overview of Construction Materials Testing

BATC will provide construction materials field testing for the 2023 City of De Pere contract. BATC will be responsible for the concrete testing, soil and aggregate laboratory testing, soil and asphalt density testing, and asphalt sampling, as well as construction inspections and observations upon the City's request. For this contract, BATC will utilize subcontract services for some of the specialty laboratory testing services, if needed.

Some of the laboratory services that can be provided are: washed and unwashed sieve analysis, standard and modified proctors, Atterberg Limits, hydrometer testing, double hydrometer testing, percent material finer than the #200 sieve testing, fractured face count of coarse aggregate, specific gravity of fine and coarse aggregates, L.A. Abrasion, freeze-thaw soundness, sodium sulfate soundness, lightweight particles, organic content, organic impurities testing, compressive strength of concrete, mortar, and grout, flexural and splitting tensile strength of concrete, asphalt extraction and gradation including asphalt content, and determination of theoretical maximum density of bituminous concrete.

Some of the field testing services that can be provided are: slump, air content, temperature, unit weight, and yield of plastic concrete; soil bearing capacity verification; proof-rolling observations of subgrade soils; nuclear density testing of soil, base aggregate, and asphalt; concrete and asphalt coring and analysis; rebar inspection; mortar and grout testing; and concrete batch plant inspections, if requested.

The list of laboratory and field testing services that BATC listed above is not a complete list of tests that could be performed. As demand increases for a particular testing procedure, and as our company continues to grow, BATC evaluates our services on a case by case basis and determines whether or not to expand our services to meet the demand of the requested testing procedure.

2.2 City of De Pere Materials Testing Scope of Services

Prior to the start of each project for the City, BATC would like to obtain any available project plans and specifications, if allowed by the City contracts. If available, these plans and specifications can be submitted to us electronically. We have found with working in municipalities over the years, it is convenient for the field technicians to have project plans in case a situation arises wherein a City of De Pere inspector is not able to be on-site. During the peak of the construction season, we request a 24 hour courtesy call prior to on-site testing but in reality, we can typically make it on-site within 4 hours of being notified, and more times than not, sooner than 4 hours. BATC takes pride in reliable and timely service to our clients.

2.2.1 Earthwork, Subgrade and Trench Compaction, and Crushed Aggregate Base Course Testing Services

BATC field staff will provide base aggregate and soil sampling and testing, as requested, on projects throughout the City of De Pere. We will either obtain samples on-site after the material is delivered to the construction site or stockpiled on-site, or we will obtain samples from the pit or quarry using proper sampling methods. Further, we will provide test results for sieve analyses and proctor tests on granular soils typically within 24 hours of obtaining samples. However, when cohesive soils will be utilized for backfilling utility trenches or used for pond liners, proctor test results will typically be available within 36 hours of obtaining the sample because of the additional preparation time needed for cohesive soils.

After the completion of the laboratory testing and approval of the source by the City of De Pere, BATC will provide nuclear density testing on sub-base and base course, trench backfill, and/or structural fill materials. BATC will immediately notify the City of De Pere inspector of all test results before leaving the jobsite. If the inspector cannot be found on-site or by telephone, the City Project Manager will be notified prior to the technician's departure from the jobsite. Test results for compaction testing will be sent to the City of De Pere within 24 hours of our return to the laboratory.

2.2.2 Asphaltic Concrete Pavement Testing Services

During paving operations, BATC staff will provide on-site asphalt density testing and asphalt sampling on an as requested basis. Sampling of asphalt pavement may occur on-site or at the asphalt plant either by our qualified staff or the asphalt suppliers' staff, depending on the asphalt suppliers' insurance and liability restrictions. In either case, BATC personnel will be present during the sampling of the asphalt to ensure proper sampling techniques are followed. We typically require a 12 hour notice for any field sampling and testing, but will try to accommodate the schedule of either the City or asphalt paving contractor with a notice of 4 hours.

After sampling, BATC personnel will return the asphalt sample to our laboratory to perform testing. We are capable and our laboratory is certified to perform asphalt extraction and gradation analysis, including asphalt content, and theoretical maximum density of bituminous pavement. If further analysis is needed, such as determining the bulk density by use of gyratory compaction methods in the laboratory, we may have to employ a subcontractor to perform these services. However, we can determine bulk specific gravity of in-place compacted asphalt pavement from core samples from the roadway during construction, if needed. Test results for asphalt density testing will be provided within 48 hours of receiving the sample. Asphalt extraction and gradation and theoretical maximum density determination laboratory asphalt testing will be provided within 36 hours of receiving the sample.

2.2.3 Concrete Testing Services

Based on our past experience working with the City of De Pere, typically concrete testing and cylinders would be cast by BATC, but some may be cast by City of De Pere inspectors. When providing concrete testing services, BATC will conduct slump, air content, and temperature tests, and cast four (4) standard 6" x 12" concrete cylinders, unless directed otherwise. BATC will typically pick-up cylinders within 24 hours of cylinders being cast, but in no case will cylinders be in the field longer than 48 hours. We understand that the most critical time period for cylinders is within the first 48 hours of curing in the field. Therefore, we will do our best to ensure all

cylinders cast by BATC and the City of De Pere inspectors cure at the proper initial curing temperature and record maximum/minimum temperatures upon pick-up of the cylinder sets. If we notice that cylinders are curing too hot or too cold during the initial cure, we will immediately contact the City Project Manager and discuss methods to ensure proper curing methods. Test results for field testing will be reported to the City Inspector immediately after testing, with a written report sent to the City typically within 24 hours of testing. Compressive strength testing will be conducted at 7 and 28 days and reports will be sent to the City usually within 24 hours after the testing is completed. However, if concrete compressive strength does not meet the required 7-day or 28-day strength, BATC will immediately contact the City Project Manager to discuss the next course of action.

2.2.4 Soil Borings

Since we currently do not conduct or subcontract drilling services to provide soil borings, we will not be providing a price for the soil boring portion of this contract. However, in the future, we may provide prices for soil borings, if requested, on a case-by-case basis.

2.2.5 Construction Inspection and Observations

BATC will provide construction inspection and/or observations on an as requested basis throughout the 2023 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the necessary field and laboratory testing to fulfill the intention of the specifications or recommendations.

For structural concrete observations before and at the completion of concrete pours, BATC will provide documentation that the number, size, splice lengths and locations, and clear cover of the reinforcement steel match the reinforcement schedule prior to placement of concrete. If there is a deficiency in the reinforcement steel, BATC will immediately contact the project inspector or project engineer and the issue will be resolved prior to the placement of concrete. Further, if requested, BATC will also document the placement, orientation, and location of any structural bolt settings in accordance with the structural drawings. Also, BATC will ensure concrete placement is done in conformance with the most recent ACI and ASTM procedures for form work, perform mix design reviews, and review and recommend proper consolidation and curing techniques. Construction Inspection and/or Observation written reports will be available to the City within 48 hours of our return to the laboratory.

BATC can also provide concrete batch plant inspections, if requested by the City. BATC would travel to the concrete batch plant, perform the inspections in accordance with ACI 311.5 and document any deficiencies with the batch plant. These deficiencies would be documented during the inspection process and verbally reported to the City immediately following the inspection. The batch plant inspection report would be available to the City in writing within 24 hours of the completion of the inspection.

2.2.6 Additional Field and Laboratory Testing

BATC is capable and certified to perform a wide variety of specialty testing not typically requested on projects. Further, additional services include masonry testing and observations, sprayed applied fire-proofing testing, caisson inspections, moisture-vapor transmission testing, concrete and asphalt coring for thickness, concrete distress evaluations, smoke pencil testing of exterior building wall coverings, flexural and splitting tensile strength of concrete specimens, double hydrometer testing, and flat and/or elongated particle testing. Depending on what the circumstances are regarding the additional services, we will be able to perform the above testing on an as-requested basis.

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, P.E.

Professional Engineer/Staff Engineer/Field Operations Manager/Chief Quality Control Officer

Jacob will be the primary contact for the construction materials testing services for this contract. Jacob has over 17 years of experience in construction materials testing, site recommendations and trouble shooting, and geotechnical engineering. Jacob is the Field Operations Manager/Lab Supervisor of BATC. His duties include overseeing all operations of BATC from scheduling technicians to reviewing field reports. He is also BATC's Radiation Safety Officer and Chief Quality Control Officer for the WisDOT Laboratory Certification. Jacob will be the direct contact for this contract and will be coordinating the material testing, including concrete, asphalt, soil, base aggregate, and any other testing services needed for the City contract. He will also be attending all meetings that require our attendance as requested by the City. Further, he will also conduct field work involving engineering recommendations and inspections, and on occasion field materials testing, if needed or if immediate testing is requested by the City. Jacob is licensed in the State of Wisconsin as a Professional Engineer.

Henry P. Koch, CET

Senior Engineering Technician

Henry has over 30 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Austin Dier, CET

Senior Engineering Technician

Austin has over 10 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

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City of De Pere

Request for Proposal
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Ethan Bornick, CET
Senior Engineering Technician

Ethan has over 10 years of experience as both a field and laboratory technician. His field experience includes soil subgrade bearing capacity verification, proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Ethan is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

Depending on the schedule for the day and the complexity of the City project, any of the above staff may be sent to the projects. However, a majority of the field testing will be performed by either a Senior Engineering Technician or an Engineering Technician. Further, if the project is complex and requires more extensive testing and observations, either a Senior Engineering Technician or a Staff Engineer would be scheduled to the project because of their experience. If a project would require a recommendation regarding either an alternative construction method or a change in design, a Staff Engineer or a Professional Engineer would be scheduled for that particular case. Only in cases in which the City would need an immediate response to a project, any of the staff personnel could be scheduled to that project to ensure that the required testing is performed, especially if the testing is critical to the project schedule.

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

We understand in some cases project plans change and a quick response is required with very little notice. With our past experience on similar projects, especially working with time critical concrete pours, such as with the Wisconsin Department of Transportation, we recognize that at times the City of De Pere will need an immediate response. As stated previously, BATC takes pride in reliable and timely service. For instance, the office phone is always with the owner and field coordinator, Mr. Franzmeier, day and night, weekdays, and on the weekends. All phone calls for BATC run through one point of contact, ensuring that all scheduling gets to the technicians as quickly and efficiently as possible. If a situation would arise that requires immediate testing in the City of De Pere, a BATC staff member will almost always be there when needed or within a reasonable time limit, day or night, if requested. Also, based on previous year's project locations, we generally have multiple projects in or near the City of De Pere. With this many projects in the area, we will have more flexibility with our schedule and a more timely response if something is not scheduled and work needs to be performed. Typically, if Saturday work is expected for an upcoming weekend, we would ask to have a curtesy call prior to Friday to inform us. We understand that sometimes weekend work is unexpected and is usually last minute scheduling by the contractor, which we can typically accommodate.

4.2 BATC Approach

BATC's primary goal is to provide affordable quality control while emphasizing safety and team work. We have experience in almost all facets of the construction project, from soil assessments in the geotechnical phase to inspecting and testing construction materials during the construction phase. BATC, as a part of your construction team, is committed to the success of your projects. One of our goals as a smaller company is to achieve exceptional quality control on each project to ensure our client's satisfaction. We will assist both the project engineer and project inspector in

the scheduling and management of the quality control by being proactive and we will be available anytime for questions you may have before, during, and after the completion of the project. Our success depends on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

5.0 PREVIOUS PROJECTS

BATC has performed construction materials testing on a wide variety of projects throughout the state in recent years. The following is a list of recent projects of similar nature that BATC was contracted to perform, a brief description of the services performed, and references for each of the contracts:

➤ **2011, 2016, 2019, 2020, 2021, and 2022 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin**

BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.

Contracting Party: City of De Pere

Project Contact: Chase K. Kuffel

Contact Number: 920-339-4060

➤ **Titletown Development Phase I and Phase II, Green Bay, Wisconsin**

BATC is currently performing all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, fireproofing inspections, and construction observations.

Contracting Party: Sterling Development Group

Project Contact: Adam Bickoff

Contact Number: 201-207-9205

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City of De Pere

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- Titletown – Bellin Clinic, Ashwaubenon, Wisconsin
BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780

- City of Kaukauna – Project 1-17, 1-18, 1-19, 1-20, 1-21 Kaukauna, Wisconsin
BATC performed the construction materials testing contract for the City of Kaukauna Projects, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.
Contracting Party: Vinton Construction Company
Project Contact: Ron Raboine
Contact Number: 920-682-0375

- Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin
BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.
Contracting Party: Peters Concrete Company
Project Contact: Brian Bartels
Contact Number: 920-494-3700

- Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin
BATC performed all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
Contracting Party: Aurora Baycare Medical Center
Project Contact: Barbara Johnson
Contact Number: 920-288-4033

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- Agropur Expansion and Renovations, Luxemburg and Weyauwega, Wisconsin
BATC performed all inspections and testing for the general contractor on the cheese plant expansions and renovations including building additions, parking lot expansions, and wastewater treatment plant construction including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780

- Belmark Building Additions and Expansions on Multiple Buildings, De Pere, Wisconsin
BATC performed all inspections and testing for the general contractor on multiple building and parking lot expansions to the plant including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: The Boldt Company
Project Contact: Tony Meeuwsen
Contact Number: 920-450-3255

- Appleton Medical Center Hybrid OR Expansion, Appleton, Wisconsin
BATC performed all inspections and testing for the general contractor on a hospital building expansion including, but not limited to: soil subgrade bearing capacity verification, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, sprayed applied fireproof testing, reinforcing steel observations, and construction observations.
Contracting Party: The Boldt Company
Project Contact: Matt Peterson
Contact Number: 920-225-6259

- Wrightstown Water Transmission Main Project, Brown County, Wisconsin
BATC performed testing for the general contractor on a water transmission main project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
Contracting Party: Carl Bowers and Sons Construction
Project Contact: Bill Bowers
Contact Number: 920-419-4950

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- Aldon Station Infrastructure Construction, Village of Ashwaubenon, Wisconsin
BATC performed testing for the general contractor on a mass fill / utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Riverview Construction
Project Contact: Matt Athey
Contact Number: 920-609-1025
- 2021 Water and Sewer Construction, Village of Fox Crossing, Wisconsin
BATC performed testing for the general contractor on a large utility construction project including, but not limited to: soil compaction testing, and soil laboratory testing.
Contracting Party: David Tenor Corporation
Project Contact: Dave Tenor
Contact Number: 920-360-9246
- Bellevue TID #1 Phase 2, Contract A-22, Village of Bellevue, Wisconsin
BATC performed testing for the general contractor on a utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Dorner, Inc.
Project Contact: Matt Athey
Contact Number: 920-609-1025

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6.0 SUPPLEMENTAL FEE SCHEDULE

BATC FEE SCHEDULE 2023

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	\$60.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	\$120.00/Each
3.	Moisture Content of Soils (ASTM D2216)	\$10.00/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	\$45.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	\$50.00/Each
6.	Standard Proctor Test (ASTM D698)	\$115.00/Each
7.	Modified Proctor Test (ASTM D1557)	\$130.00/Each
8.	Hydrometer Test (ASTM D422)	\$90.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	\$190.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	\$250.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	\$275.00/Each
12.	Organic Content of Soils (D2974)	\$45.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	\$40.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	\$70.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	\$40.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	\$160.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	\$280.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	\$280.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	\$80.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	\$80.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	\$70.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	\$180.00/Test
23.	Visual Examination of Chert in Aggregate	\$30.00/Test

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	\$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	\$100.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	\$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	\$14.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$44.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$22.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$7.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$50.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$12.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$12.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$50.00/Each
35.	Case of Cylinder Molds	\$50.00/Case
36.	Mileage	\$0.50/Mile
37.	Nuclear Gauge Rental	\$20.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½ day: \$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$20.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

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City of De Pere

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Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	\$67.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	\$67.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	\$45.00/hour
45.	Austin Dier, CET, Senior Engineer Technician	\$45.00/hour
46.	Ethan Bornick, CET, Senior Engineer Technician	\$45.00/hour
47.	Engineer Technician	\$37.00/hour
48.	Engineering Technician, Intern / Coop	\$37.00/hour
49.	Administrative Assistant	\$35.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2023 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC.

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$67.00	\$670.00
Project Engineer	HR	10	\$67.00	\$670.00
Staff Engineer	HR	50	\$67.00	\$3,350.00
Field Technician				
Senior Technician	HR	50	\$45.00	\$2,250.00
Technician	HR	400	\$37.00	\$14,800.00
Clerical	HR	50	\$35.00	\$1,750.00
Mileage	MI	5,000	\$0.50	\$2,500.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	16		
Laboratory Testing Services				
Standard Proctor	EA	1	\$115.00	\$115.00
Modified Proctor	EA	10	\$130.00	\$1,300.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$14.00	\$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	\$14.00	\$140.00
Handling of Backup Cylinders	EA	160	\$7.00	\$1,120.00
Aggregate Sieve Analysis	EA	10	\$60.00	\$600.00
Atterberg Limits	EA	1	\$50.00	\$50.00
Permeability, Granular Soils	EA	1	\$250.00	\$250.00
Permeability, Cohesive Soils	EA	1	\$275.00	\$275.00
Field Technician Services				
Sample Pickup	EA	1	\$50.00	\$50.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	N/A	N/A
Soil Boring	VF	150	N/A	N/A
Report	EA	1	N/A	N/A

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 13, 2023

RE: **Consideration and possible action on Quotes for 2023 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2023 construction projects. The total cost of this work was estimated using previous quantities as follows:

Materials Testing	Estimate
BATC	\$39,090.00
ECS	\$41,375.00
PSI	\$43,115.00

Soil Boring	Estimate
PSI	\$7,200.00
ECS	\$9,487.50

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at \$39,090 and the quote from Professional Service Industries, Inc (PSI) for soil borings estimated at \$7,200. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2023 0112 CI_CALC_2023_Materials_Testing_Comparison	(PDF)
2022 1229 BATC_Materials_Testing_Proposal	(PDF)
2023 0111 PSI_Materials_Testing_Proposal	(PDF)
2023 0112 ECS_Materials_Testing_Proposal	(PDF)

Item	Unit	2023 Estimate	BATC		PSI		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services								
Project Manager	Per hour	10.00	\$67.00	\$670.00	\$75.00	\$750.00	\$70.00	\$700.00
Project Engineer	Per hour	10.00	\$67.00	\$670.00	\$75.00	\$750.00	\$125.00	\$1,250.00
Staff Engineer	Per hour	50.00	\$67.00	\$3,350.00	\$75.00	\$3,750.00	\$70.00	\$3,500.00
Field Technician								
Senior Technician	Per hour	50.00	\$45.00	\$2,250.00	\$45.00	\$2,250.00	\$50.00	\$2,500.00
Technician	Per hour	400.00	\$37.00	\$14,800.00	\$40.00	\$16,000.00	\$43.50	\$17,400.00
Clerical	Per hour	50.00	\$35.00	\$1,750.00	\$25.00	\$1,250.00	\$35.00	\$1,750.00
Mileage	Per mile	5000.00	\$0.50	\$2,500.00	\$0.75	\$3,750.00	\$0.65	\$3,250.00
Laboratory Testing Services								
Standard Proctor	Per each	1.00	\$115.00	\$115.00	\$125.00	\$125.00	\$110.00	\$110.00
Modified Proctor	Per each	10.00	\$130.00	\$1,300.00	\$150.00	\$1,500.00	\$125.00	\$1,250.00
Concrete Compression Test (Cylinder by Company)	Per each	500.00	\$14.00	\$7,000.00	\$14.00	\$7,000.00	\$11.50	\$5,750.00
Concrete Compression Test (Cylinder by City)	Per each	10.00	\$14.00	\$140.00	\$20.00	\$200.00	\$20.00	\$200.00
Handling of Backup Cylinders	Per each	160.00	\$7.00	\$1,120.00	\$14.00	\$2,240.00	\$1.50	\$240.00
Aggregate Sieve Analysis	Per each	10.00	\$60.00	\$600.00	\$50.00	\$500.00	\$70.00	\$700.00
Atterberg Limits	Per each	1.00	\$50.00	\$50.00	\$85.00	\$85.00	\$60.00	\$60.00
Permeability, Granular Soils	Per each	1.00	\$250.00	\$250.00	\$325.00	\$325.00	\$200.00	\$200.00
Permeability, Cohesive Soils	Per each	1.00	\$275.00	\$275.00	\$400.00	\$400.00	\$250.00	\$250.00
Field Technician Services								
Sample Pickup	Per each	1.00	\$50.00	\$50.00	\$40.00	\$40.00	\$15.00	\$15.00
Nuclear Density Gauge	Per ½ day	100.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00
Nuclear Density Gauge	Per day	5.00	\$40.00	\$200.00	\$40.00	\$200.00	\$50.00	\$250.00
MATERIAL TESTING TOTAL COST				\$39,090.00		\$43,115.00		\$41,375.00
Soil Boring		2023 Est.						
Mobilization	Per each	5.00			\$750.00	\$3,750.00	\$800.00	\$4,000.00
Soil Boring	VF	150.00			\$15.00	\$2,250.00	\$23.25	\$3,487.50
Report	Per each	1.00			\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00
						\$7,200.00		\$9,487.50

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2023 CONSTRUCTION
CITY OF DE PERE, WISCONSIN**

CLIENT:

**MR. ERIC RAKERS, P.E.
CITY ENGINEER**

DATE:

DECEMBER 28, 2022



3125 Birch Road, Suite B
Suamico, WI 54173
Telephone: 920/660-
5246
Fax: 920/544-9693

December 28, 2022

Mr. Eric Rakers, P.E.
City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2023 Construction
City of De Pere, Wisconsin

Mr. Rakers,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2023 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted an electronic copy of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

A handwritten signature in blue ink, appearing to read "Jacob P. Franzmeier", is written over the printed name.

Jacob P. Franzmeier, P.E.
Owner / Geotechnical Engineer

cc: Chase Kuffel, P.E., Assistant City Engineer

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2023 CONSTRUCTION
CITY OF DE PERE**

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City of De Pere

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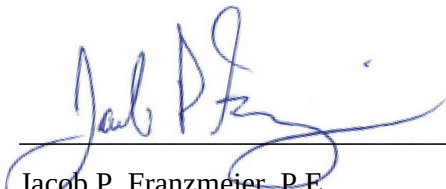
1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2023 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC
3125 Birch Road, Suite B
Suamico, WI 54173
Phone: 920-660-5246
Fax: 920-544-9693
Email: jake@bayareateesting.com

I, Jacob P. Franzmeier, am authorized to represent Bay Area Testing & Consulting, LLC.



Jacob P. Franzmeier, P.E.
Owner / Geotechnical Engineer

12/28/2022

Date

1.2 Statement of Qualifications

In December, 2010, BATC was established in Green Bay, Wisconsin, to provide independent construction materials testing for various private, commercial, and municipal projects, along with Wisconsin Department of Transportation (WisDOT) projects. BATC is currently on the WisDOT list of qualified laboratories for concrete, soil, aggregate, and asphalt testing. BATC also participates in the AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program for Coarse Aggregate. Since our staff has a wide variety of experience on projects throughout the state, our extensive knowledge and experience in soil, concrete, and asphalt field and laboratory testing results in exceptional quality control.

Further, our company goal is to provide accurate, detailed, and repeatable quality control results in a timely manner. Since all of our staff members have both extensive field and laboratory experience, we maintain that our test results are done both precisely and promptly, no matter who performs the testing, saving our clients both time and money.

All of our staff members are certified at different levels based on their experience and capabilities. Further, as an organization, we currently have certified personnel through the American Concrete Institute, the Wisconsin Department of Transportation Highway Technician Certification Program, and Troxler Laboratories. The following list contains the certifications and qualifications BATC employees currently maintain:

- Wisconsin DOT Certified PCC Technician – Level II
- Wisconsin DOT Certified PCC Technician – Level I
- Wisconsin DOT Certified ATTS Technician
- Wisconsin DOT Certified Aggregate Technician – Level I
- Wisconsin DOT Certified Grading Technician
- Wisconsin DOT Certified Aggregate Sampling Technician
- Wisconsin DOT Certified Concrete Strength Tester
- Wisconsin DOT Certified Nuclear Density Technician
- Wisconsin DOT Certified Asphalt Technician – Level ITP
- ACI Concrete Field Technician – Level I
- Soil Moisture/Density Operator – Troxler Electronics Labs, Inc.

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an “as-needed” basis for the 2023 construction season under a fixed fee, open-ended contract. Our understanding of the scope of services includes but is not limited to the following:

- Earthwork Testing
- Subgrade Compaction
- Trench Compaction
- Crushed Aggregate Base Course Testing (Material and Compaction)
- Asphaltic Concrete Pavement Testing (Samples and Compaction)
- Concrete Testing
- Soil Borings
- Field Observation Related to Soil and/or Construction Conditions

BATC understands that the City of De Pere would like a firm that can provide the above listed scope of services in a timely and professional manner in compliance with industry standards, by certified technicians and engineers under the direct supervision of a Professional Engineer, licensed in the State of Wisconsin. Most test results will be submitted to the City within 24 hours, unless a further detailed analysis is needed to provide a more cost effective solution to the problem. All reports will be submitted in PDF format and paper copies will be provided, if requested.

2.1 Overview of Construction Materials Testing

BATC will provide construction materials field testing for the 2023 City of De Pere contract. BATC will be responsible for the concrete testing, soil and aggregate laboratory testing, soil and asphalt density testing, and asphalt sampling, as well as construction inspections and observations upon the City's request. For this contract, BATC will utilize subcontract services for some of the specialty laboratory testing services, if needed.

Some of the laboratory services that can be provided are: washed and unwashed sieve analysis, standard and modified proctors, Atterberg Limits, hydrometer testing, double hydrometer testing, percent material finer than the #200 sieve testing, fractured face count of coarse aggregate, specific gravity of fine and coarse aggregates, L.A. Abrasion, freeze-thaw soundness, sodium sulfate soundness, lightweight particles, organic content, organic impurities testing, compressive strength of concrete, mortar, and grout, flexural and splitting tensile strength of concrete, asphalt extraction and gradation including asphalt content, and determination of theoretical maximum density of bituminous concrete.

Some of the field testing services that can be provided are: slump, air content, temperature, unit weight, and yield of plastic concrete; soil bearing capacity verification; proof-rolling observations of subgrade soils; nuclear density testing of soil, base aggregate, and asphalt; concrete and asphalt coring and analysis; rebar inspection; mortar and grout testing; and concrete batch plant inspections, if requested.

The list of laboratory and field testing services that BATC listed above is not a complete list of tests that could be performed. As demand increases for a particular testing procedure, and as our company continues to grow, BATC evaluates our services on a case by case basis and determines whether or not to expand our services to meet the demand of the requested testing procedure.

2.2 City of De Pere Materials Testing Scope of Services

Prior to the start of each project for the City, BATC would like to obtain any available project plans and specifications, if allowed by the City contracts. If available, these plans and specifications can be submitted to us electronically. We have found with working in municipalities over the years, it is convenient for the field technicians to have project plans in case a situation arises wherein a City of De Pere inspector is not able to be on-site. During the peak of the construction season, we request a 24 hour courtesy call prior to on-site testing but in reality, we can typically make it on-site within 4 hours of being notified, and more times than not, sooner than 4 hours. BATC takes pride in reliable and timely service to our clients.

2.2.1 Earthwork, Subgrade and Trench Compaction, and Crushed Aggregate Base Course Testing Services

BATC field staff will provide base aggregate and soil sampling and testing, as requested, on projects throughout the City of De Pere. We will either obtain samples on-site after the material is delivered to the construction site or stockpiled on-site, or we will obtain samples from the pit or quarry using proper sampling methods. Further, we will provide test results for sieve analyses and proctor tests on granular soils typically within 24 hours of obtaining samples. However, when cohesive soils will be utilized for backfilling utility trenches or used for pond liners, proctor test results will typically be available within 36 hours of obtaining the sample because of the additional preparation time needed for cohesive soils.

After the completion of the laboratory testing and approval of the source by the City of De Pere, BATC will provide nuclear density testing on sub-base and base course, trench backfill, and/or structural fill materials. BATC will immediately notify the City of De Pere inspector of all test results before leaving the jobsite. If the inspector cannot be found on-site or by telephone, the City Project Manager will be notified prior to the technician's departure from the jobsite. Test results for compaction testing will be sent to the City of De Pere within 24 hours of our return to the laboratory.

2.2.2 Asphaltic Concrete Pavement Testing Services

During paving operations, BATC staff will provide on-site asphalt density testing and asphalt sampling on an as requested basis. Sampling of asphalt pavement may occur on-site or at the asphalt plant either by our qualified staff or the asphalt suppliers' staff, depending on the asphalt suppliers' insurance and liability restrictions. In either case, BATC personnel will be present during the sampling of the asphalt to ensure proper sampling techniques are followed. We typically require a 12 hour notice for any field sampling and testing, but will try to accommodate the schedule of either the City or asphalt paving contractor with a notice of 4 hours.

After sampling, BATC personnel will return the asphalt sample to our laboratory to perform testing. We are capable and our laboratory is certified to perform asphalt extraction and gradation analysis, including asphalt content, and theoretical maximum density of bituminous pavement. If further analysis is needed, such as determining the bulk density by use of gyratory compaction methods in the laboratory, we may have to employ a subcontractor to perform these services. However, we can determine bulk specific gravity of in-place compacted asphalt pavement from core samples from the roadway during construction, if needed. Test results for asphalt density testing will be provided within 48 hours of receiving the sample. Asphalt extraction and gradation and theoretical maximum density determination laboratory asphalt testing will be provided within 36 hours of receiving the sample.

2.2.3 Concrete Testing Services

Based on our past experience working with the City of De Pere, typically concrete testing and cylinders would be cast by BATC, but some may be cast by City of De Pere inspectors. When providing concrete testing services, BATC will conduct slump, air content, and temperature tests, and cast four (4) standard 6" x 12" concrete cylinders, unless directed otherwise. BATC will typically pick-up cylinders within 24 hours of cylinders being cast, but in no case will cylinders be in the field longer than 48 hours. We understand that the most critical time period for cylinders is within the first 48 hours of curing in the field. Therefore, we will do our best to ensure all

cylinders cast by BATC and the City of De Pere inspectors cure at the proper initial curing temperature and record maximum/minimum temperatures upon pick-up of the cylinder sets. If we notice that cylinders are curing too hot or too cold during the initial cure, we will immediately contact the City Project Manager and discuss methods to ensure proper curing methods. Test results for field testing will be reported to the City Inspector immediately after testing, with a written report sent to the City typically within 24 hours of testing. Compressive strength testing will be conducted at 7 and 28 days and reports will be sent to the City usually within 24 hours after the testing is completed. However, if concrete compressive strength does not meet the required 7-day or 28-day strength, BATC will immediately contact the City Project Manager to discuss the next course of action.

2.2.4 Soil Borings

Since we currently do not conduct or subcontract drilling services to provide soil borings, we will not be providing a price for the soil boring portion of this contract. However, in the future, we may provide prices for soil borings, if requested, on a case-by-case basis.

2.2.5 Construction Inspection and Observations

BATC will provide construction inspection and/or observations on an as requested basis throughout the 2023 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the necessary field and laboratory testing to fulfill the intention of the specifications or recommendations.

For structural concrete observations before and at the completion of concrete pours, BATC will provide documentation that the number, size, splice lengths and locations, and clear cover of the reinforcement steel match the reinforcement schedule prior to placement of concrete. If there is a deficiency in the reinforcement steel, BATC will immediately contact the project inspector or project engineer and the issue will be resolved prior to the placement of concrete. Further, if requested, BATC will also document the placement, orientation, and location of any structural bolt settings in accordance with the structural drawings. Also, BATC will ensure concrete placement is done in conformance with the most recent ACI and ASTM procedures for form work, perform mix design reviews, and review and recommend proper consolidation and curing techniques. Construction Inspection and/or Observation written reports will be available to the City within 48 hours of our return to the laboratory.

BATC can also provide concrete batch plant inspections, if requested by the City. BATC would travel to the concrete batch plant, perform the inspections in accordance with ACI 311.5 and document any deficiencies with the batch plant. These deficiencies would be documented during the inspection process and verbally reported to the City immediately following the inspection. The batch plant inspection report would be available to the City in writing within 24 hours of the completion of the inspection.

2.2.6 Additional Field and Laboratory Testing

BATC is capable and certified to perform a wide variety of specialty testing not typically requested on projects. Further, additional services include masonry testing and observations, sprayed applied fire-proofing testing, caisson inspections, moisture-vapor transmission testing, concrete and asphalt coring for thickness, concrete distress evaluations, smoke pencil testing of exterior building wall coverings, flexural and splitting tensile strength of concrete specimens, double hydrometer testing, and flat and/or elongated particle testing. Depending on what the circumstances are regarding the additional services, we will be able to perform the above testing on an as-requested basis.

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, P.E.

Professional Engineer/Staff Engineer/Field Operations Manager/Chief Quality Control Officer

Jacob will be the primary contact for the construction materials testing services for this contract. Jacob has over 17 years of experience in construction materials testing, site recommendations and trouble shooting, and geotechnical engineering. Jacob is the Field Operations Manager/Lab Supervisor of BATC. His duties include overseeing all operations of BATC from scheduling technicians to reviewing field reports. He is also BATC's Radiation Safety Officer and Chief Quality Control Officer for the WisDOT Laboratory Certification. Jacob will be the direct contact for this contract and will be coordinating the material testing, including concrete, asphalt, soil, base aggregate, and any other testing services needed for the City contract. He will also be attending all meetings that require our attendance as requested by the City. Further, he will also conduct field work involving engineering recommendations and inspections, and on occasion field materials testing, if needed or if immediate testing is requested by the City. Jacob is licensed in the State of Wisconsin as a Professional Engineer.

Henry P. Koch, CET

Senior Engineering Technician

Henry has over 30 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Austin Dier, CET

Senior Engineering Technician

Austin has over 10 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

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Ethan Bornick, CET
Senior Engineering Technician

Ethan has over 10 years of experience as both a field and laboratory technician. His field experience includes soil subgrade bearing capacity verification, proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Ethan is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

Depending on the schedule for the day and the complexity of the City project, any of the above staff may be sent to the projects. However, a majority of the field testing will be performed by either a Senior Engineering Technician or an Engineering Technician. Further, if the project is complex and requires more extensive testing and observations, either a Senior Engineering Technician or a Staff Engineer would be scheduled to the project because of their experience. If a project would require a recommendation regarding either an alternative construction method or a change in design, a Staff Engineer or a Professional Engineer would be scheduled for that particular case. Only in cases in which the City would need an immediate response to a project, any of the staff personnel could be scheduled to that project to ensure that the required testing is performed, especially if the testing is critical to the project schedule.

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

We understand in some cases project plans change and a quick response is required with very little notice. With our past experience on similar projects, especially working with time critical concrete pours, such as with the Wisconsin Department of Transportation, we recognize that at times the City of De Pere will need an immediate response. As stated previously, BATC takes pride in reliable and timely service. For instance, the office phone is always with the owner and field coordinator, Mr. Franzmeier, day and night, weekdays, and on the weekends. All phone calls for BATC run through one point of contact, ensuring that all scheduling gets to the technicians as quickly and efficiently as possible. If a situation would arise that requires immediate testing in the City of De Pere, a BATC staff member will almost always be there when needed or within a reasonable time limit, day or night, if requested. Also, based on previous year's project locations, we generally have multiple projects in or near the City of De Pere. With this many projects in the area, we will have more flexibility with our schedule and a more timely response if something is not scheduled and work needs to be performed. Typically, if Saturday work is expected for an upcoming weekend, we would ask to have a curtesy call prior to Friday to inform us. We understand that sometimes weekend work is unexpected and is usually last minute scheduling by the contractor, which we can typically accommodate.

4.2 BATC Approach

BATC's primary goal is to provide affordable quality control while emphasizing safety and team work. We have experience in almost all facets of the construction project, from soil assessments in the geotechnical phase to inspecting and testing construction materials during the construction phase. BATC, as a part of your construction team, is committed to the success of your projects. One of our goals as a smaller company is to achieve exceptional quality control on each project to ensure our client's satisfaction. We will assist both the project engineer and project inspector in

the scheduling and management of the quality control by being proactive and we will be available anytime for questions you may have before, during, and after the completion of the project. Our success depends on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

5.0 PREVIOUS PROJECTS

BATC has performed construction materials testing on a wide variety of projects throughout the state in recent years. The following is a list of recent projects of similar nature that BATC was contracted to perform, a brief description of the services performed, and references for each of the contracts:

➤ **2011, 2016, 2019, 2020, 2021, and 2022 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin**

BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.

Contracting Party: City of De Pere

Project Contact: Chase K. Kuffel

Contact Number: 920-339-4060

➤ **Titletown Development Phase I and Phase II, Green Bay, Wisconsin**

BATC is currently performing all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, fireproofing inspections, and construction observations.

Contracting Party: Sterling Development Group

Project Contact: Adam Bickoff

Contact Number: 201-207-9205

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- Titletown – Bellin Clinic, Ashwaubenon, Wisconsin
BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780
- City of Kaukauna – Project 1-17, 1-18, 1-19, 1-20, 1-21 Kaukauna, Wisconsin
BATC performed the construction materials testing contract for the City of Kaukauna Projects, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.
Contracting Party: Vinton Construction Company
Project Contact: Ron Raboine
Contact Number: 920-682-0375
- Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin
BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.
Contracting Party: Peters Concrete Company
Project Contact: Brian Bartels
Contact Number: 920-494-3700
- Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin
BATC performed all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
Contracting Party: Aurora Baycare Medical Center
Project Contact: Barbara Johnson
Contact Number: 920-288-4033

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- Agropur Expansion and Renovations, Luxemburg and Weyauwega, Wisconsin
BATC performed all inspections and testing for the general contractor on the cheese plant expansions and renovations including building additions, parking lot expansions, and wastewater treatment plant construction including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780

- Belmark Building Additions and Expansions on Multiple Buildings, De Pere, Wisconsin
BATC performed all inspections and testing for the general contractor on multiple building and parking lot expansions to the plant including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: The Boldt Company
Project Contact: Tony Meeuwsen
Contact Number: 920-450-3255

- Appleton Medical Center Hybrid OR Expansion, Appleton, Wisconsin
BATC performed all inspections and testing for the general contractor on a hospital building expansion including, but not limited to: soil subgrade bearing capacity verification, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, sprayed applied fireproof testing, reinforcing steel observations, and construction observations.
Contracting Party: The Boldt Company
Project Contact: Matt Peterson
Contact Number: 920-225-6259

- Wrightstown Water Transmission Main Project, Brown County, Wisconsin
BATC performed testing for the general contractor on a water transmission main project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
Contracting Party: Carl Bowers and Sons Construction
Project Contact: Bill Bowers
Contact Number: 920-419-4950

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- Aldon Station Infrastructure Construction, Village of Ashwaubenon, Wisconsin
BATC performed testing for the general contractor on a mass fill / utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Riverview Construction
Project Contact: Matt Athey
Contact Number: 920-609-1025
- 2021 Water and Sewer Construction, Village of Fox Crossing, Wisconsin
BATC performed testing for the general contractor on a large utility construction project including, but not limited to: soil compaction testing, and soil laboratory testing.
Contracting Party: David Tenor Corporation
Project Contact: Dave Tenor
Contact Number: 920-360-9246
- Bellevue TID #1 Phase 2, Contract A-22, Village of Bellevue, Wisconsin
BATC performed testing for the general contractor on a utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Dorner, Inc.
Project Contact: Matt Athey
Contact Number: 920-609-1025

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6.0 SUPPLEMENTAL FEE SCHEDULE

BATC FEE SCHEDULE 2023

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	\$60.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	\$120.00/Each
3.	Moisture Content of Soils (ASTM D2216)	\$10.00/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	\$45.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	\$50.00/Each
6.	Standard Proctor Test (ASTM D698)	\$115.00/Each
7.	Modified Proctor Test (ASTM D1557)	\$130.00/Each
8.	Hydrometer Test (ASTM D422)	\$90.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	\$190.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	\$250.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	\$275.00/Each
12.	Organic Content of Soils (D2974)	\$45.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	\$40.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	\$70.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	\$40.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	\$160.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	\$280.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	\$280.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	\$80.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	\$80.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	\$70.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	\$180.00/Test
23.	Visual Examination of Chert in Aggregate	\$30.00/Test

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	\$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	\$100.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	\$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	\$14.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$44.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$22.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$7.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$50.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$12.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$12.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$50.00/Each
35.	Case of Cylinder Molds	\$50.00/Case
36.	Mileage	\$0.50/Mile
37.	Nuclear Gauge Rental	\$20.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½ day: \$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$20.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

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Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	\$67.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	\$67.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	\$45.00/hour
45.	Austin Dier, CET, Senior Engineer Technician	\$45.00/hour
46.	Ethan Bornick, CET, Senior Engineer Technician	\$45.00/hour
47.	Engineer Technician	\$37.00/hour
48.	Engineering Technician, Intern / Coop	\$37.00/hour
49.	Administrative Assistant	\$35.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2023 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC.

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$67.00	\$670.00
Project Engineer	HR	10	\$67.00	\$670.00
Staff Engineer	HR	50	\$67.00	\$3,350.00
Field Technician				
Senior Technician	HR	50	\$45.00	\$2,250.00
Technician	HR	400	\$37.00	\$14,800.00
Clerical	HR	50	\$35.00	\$1,750.00
Mileage	MI	5,000	\$0.50	\$2,500.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	16		
Laboratory Testing Services				
Standard Proctor	EA	1	\$115.00	\$115.00
Modified Proctor	EA	10	\$130.00	\$1,300.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$14.00	\$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	\$14.00	\$140.00
Handling of Backup Cylinders	EA	160	\$7.00	\$1,120.00
Aggregate Sieve Analysis	EA	10	\$60.00	\$600.00
Atterberg Limits	EA	1	\$50.00	\$50.00
Permeability, Granular Soils	EA	1	\$250.00	\$250.00
Permeability, Cohesive Soils	EA	1	\$275.00	\$275.00
Field Technician Services				
Sample Pickup	EA	1	\$50.00	\$50.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	N/A	N/A
Soil Boring	VF	150	N/A	N/A
Report	EA	1	N/A	N/A



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-13 Authorizing Agreement for Contractor Services Between the City of De Pere and Professional Services Industries, Inc. (2023 Soil Borings).

The Board of Public Works at the February 13, 2023 meeting approved the quote for 2023 Soil Borings from Professional Services Industries estimated at \$7,200 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso23-13 (PDF)
- PSI(2023 Soil Boring)2-15-23-189-001-15 (PDF)
- Exhibit A-PSI (PDF)
- Exhibit B-PSI (PDF)
- 2023 0213 CI_BOPW_Materials_Testing (PDF)
- 2023 0112 CI_CALC_2023_Materials_Testing_Comparison (PDF)
- 2023 0111 PSI_Materials_Testing_Proposal (PDF)

RESOLUTION #23-13

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND PROFESSIONAL SERVICE INDUSTRIES, INC.
(2023 Soil Boring)

WHEREAS, the City is in need of soil boring services for its 2023 construction projects; and

WHEREAS, Professional Service Industries, Inc. has available and offers to provide personnel, equipment and professional assistance necessary to accomplish such soil boring services within the required timeframe.

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Professional Service Industries, Inc. (2023 Soil Boring) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2023

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND PROFESSIONAL SERVICE INDUSTRIES, INC.
(2023 Soil Boring)**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Professional Service Industries, Inc., a foreign corporation authorized to conduct business in the State of Wisconsin ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform soil boring services for its 2023 construction projects as described in the City's Request for Proposals for Geotechnical Services, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

II. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit B based upon unit prices, to be invoiced on a monthly basis. Invoices shall include an itemization of charges. Payment to the Contractor is due upon receipt of an invoice by the City; however, no more than one invoice per month shall be submitted. Compensation for special services shall be as agreed upon by the City and Contractor and set forth in the written authorization for special services.

III. INSURANCE

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

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

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

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

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or

2023 Soil Boring
Professional Service Industries, Inc.
Page 2 of 6

- which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.
2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
 3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
 4. **WORK SAFETY AND HEALTH.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
 5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

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

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

2023 Soil Boring
Professional Service Industries, Inc.
Page 4 of 6

the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Professional Service Industries, Inc.
Attention: Patrick Bray, Branch Manager
3009 Vandebroek Road
Kaukauna, WI 54130

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

2023 Soil Boring
Professional Service Industries, Inc.
Page 5 of 6

PROFESSIONAL SERVICE INDUSTRIES, INC.

By:

Patrick Bray, Branch Manager_____
Printed Name: _____

Title: _____

Approved as to Form:_____
Anthony S. Wachewicz III, City Attorney

J:\Law\Agreements\2023\Contractor\PSI(2023 Soil Boring)2-15-22-189-001-15.docx

CITY OF DE PERE

By:

James G. Boyd, Mayor_____
Carey E. Danen, City Clerk

**Request for Proposals
For
Geotechnical Services**

The City of De Pere would like to invite your firm to submit a proposal for the 2023 construction materials consulting.

Your proposal must be submitted to our office by Thursday, January 12, 2023 at 3:00 p.m. Proposals can be submitted via mail or e-mail to Eric Rakers at 925 S. Sixth Street, De Pere, WI 54115 or erakers@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2023 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials and soil testing services and the soil boring services to separate firms.

SCOPE OF SERVICES:

Construction materials and soils testing services shall include, but are not limited to:

1. Earthwork Testing
2. Subgrade Compaction
3. Trench Compaction
4. Crushed Aggregate Base Course Testing (Material and Compaction)
5. Asphaltic Concrete Pavement Testing (Samples and Compaction)
6. Concrete Testing
7. Soil Borings
8. Field Observation Related to Soil and/or Construction Conditions

SCHEDULING:

The City will request services throughout the year. Generally, the City will give a 24-hour notice prior to needing service; however the City reserves the right for shorter notices.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

The proposed fee schedule shall be submitted on the attached form. Estimated hours and testing quantities are based off similar construction year totals.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Any account fee set-up charges shall be considered incidental to the items listed in the fee schedule attached with this agreement.

DELIVERY:

E-mail, in pdf format, copies of test results specific for each project to the City Engineer. Hard copies will not need to be provided. Report all failed test results by telephone to the project inspector within 24 hours of any failed test.

Provide four (4) hard copies for each soil boring report to the City.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each project.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10		
Project Engineer	HR	10		
Staff Engineer	HR	50		
Field Technician				
Senior Technician	HR	50		
Technician	HR	400		
Clerical	HR	50		
Mileage	MI	5,000		
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1		
Modified Proctor	EA	10		
Concrete Compression Test (Cylinder by Company)	EA	500		
Concrete Compression Test (Cylinder by City)	EA	10		
Handling of Backup Cylinders	EA	160		
Aggregate Sieve Analysis	EA	10		
Atterberg Limits	EA	1		
Permeability, Granular Soils	EA	1		
Permeability, Cohesive Soils	EA	1		
Field Technician Services				
Sample Pickup	EA	1		
Nuclear Density Gauge	½ DAY	100		
Nuclear Density Gauge	DAY	5		

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5		
Soil Boring	VF	150		
Report	EA	1		

Professional Service Industries, Inc.
3009 Vandebroek Road
Kaukauna, Wisconsin 54130
Phone: (920)-735-1200

Mr. Eric Rakers, P.E.
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

Re: Proposal for Construction Material Testing Services
Proposed Soil Testing Services – 2023 Construction
De Pere, Wisconsin

Dear Mr. Rakers:

In accordance with your request, Professional Service Industries, Inc. (PSI), an Intertek Company, is pleased to submit this proposal for providing construction materials testing services for the above referenced project. The purpose of the services will be to perform construction observations and materials testing, as part of a generalized evaluation of compliance with the project specifications, within the limitations of the authorized scope of our work. A brief description of our understanding of the project, scope of proposed work to be provided, proposed method of performance and fee is included in the following paragraphs.

Project Description

It is understood that the 2023 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

PSI can provide the following construction monitoring and testing services, when scheduled by your personnel:



Earthwork

- Observe site stripping to document that unsuitable fills, organic soils and existing building foundations, walls and slabs are removed and that exposed subgrades are suitable for placement of new fill or subbase materials.
- Perform moisture-density relationship testing in accordance with ASTM D698 (Standard Proctor) or ASTM D1557 (Modified Proctor) in order to determine the Proctor maximum dry density and optimum moisture content.
- Document in-place density of compacted fill soils in accordance with ASTM D2922 at the frequencies described in the project documents.

Concrete Observations and Testing

- Perform and document slump testing in accordance with ASTM C143 at the point of discharge for each set of cylinders taken.
- Perform and document air content testing in accordance with ASTM C231 for regular weight concrete.
- Record concrete and air temperature at the time cylinders are taken.
- Cast, cure and test cylinders in accordance with project specifications.
- Transport laboratory cured cylinders to our facilities to be placed in our curing tanks within 24 to 48 hours of casting.

Fees

Professional Service Industries, Inc. proposes to provide the above referenced services on a unit rate basis in accordance with the PSI's Standard Fee Schedule, and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. PSI's fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. We request that the field services be scheduled at least 24 hours in advance.

Closing

If this proposal is acceptable, please sign and return one (1) copy of this proposal to PSI. We also ask that you complete and return the attached Project Data Sheet so that we can properly establish your file. **PSI can proceed with services immediately; however, all reports will be withheld until we have received written authorization to proceed and a completed copy of the attached project data sheet.**

PSI appreciates the opportunity to offer its services to your project and looks forward to being of service to you. Meanwhile, if you have any questions or require additional information, please contact our office at (920) 735-1200.



Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy

Patrick Bray

Branch Manager

Attachments: Proposal Acceptance Form
 City of De Pere Fee Schedule
 General Conditions

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS _____ DAY OF _____ , 2023
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No.: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Distribution of Reports:

Name	Email Address	Report Type				
		Soils/ Foundation	Reinforcing Steel	Concrete	Structural Steel	Misc.

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandebroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$75.00	\$750.00
Project Engineer	HR	10	\$75.00	\$750.00
Staff Engineer	HR	50	\$75.00	\$3,750.00
Field Technician				
Senior Technician	HR	50	\$45.00	\$2,250.00
Technician	HR	400	\$40.00	\$16,000.00
Clerical	HR	50	\$25.00	\$1,250.00
Mileage	MI	5,000	\$0.75	\$3,750.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	18		
Laboratory Testing Services				
Standard Proctor	EA	1	\$125.00	\$125.00
Modified Proctor	EA	10	\$150.00	\$1,500.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$14.00	\$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	\$20.00	\$200.00
Handling of Backup Cylinders	EA	160	\$14.00	\$2,240.00
Aggregate Sieve Analysis	EA	10	\$50.00	\$500.00
Atterberg Limits	EA	1	\$85.00	\$85.00
Permeability, Granular Soils	EA	1	\$325.00	\$325.00
Permeability, Cohesive Soils	EA	1	\$400.00	\$400.00
Field Technician Services				
Sample Pickup	EA	1	\$40.00	\$40.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$750.00	\$3,750.00
Soil Boring	VF	150	\$15.00	\$2,250.00
Report	EA	1	\$1,200.00	\$1,200.00

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: February 13, 2023

RE: **Consideration and possible action on Quotes for 2023 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2023 construction projects. The total cost of this work was estimated using previous quantities as follows:

Materials Testing	Estimate
BATC	\$39,090.00
ECS	\$41,375.00
PSI	\$43,115.00

Soil Boring	Estimate
PSI	\$7,200.00
ECS	\$9,487.50

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at \$39,090 and the quote from Professional Service Industries, Inc (PSI) for soil borings estimated at \$7,200. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2023 0112 CI_CALC_2023_Materials_Testing_Comparison	(PDF)
2022 1229 BATC_Materials_Testing_Proposal	(PDF)
2023 0111 PSI_Materials_Testing_Proposal	(PDF)
2023 0112 ECS_Materials_Testing_Proposal	(PDF)

Item	Unit	2023 Estimate	BATC		PSI		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services								
Project Manager	Per hour	10.00	\$67.00	\$670.00	\$75.00	\$750.00	\$70.00	\$700.00
Project Engineer	Per hour	10.00	\$67.00	\$670.00	\$75.00	\$750.00	\$125.00	\$1,250.00
Staff Engineer	Per hour	50.00	\$67.00	\$3,350.00	\$75.00	\$3,750.00	\$70.00	\$3,500.00
Field Technician								
Senior Technician	Per hour	50.00	\$45.00	\$2,250.00	\$45.00	\$2,250.00	\$50.00	\$2,500.00
Technician	Per hour	400.00	\$37.00	\$14,800.00	\$40.00	\$16,000.00	\$43.50	\$17,400.00
Clerical	Per hour	50.00	\$35.00	\$1,750.00	\$25.00	\$1,250.00	\$35.00	\$1,750.00
Mileage	Per mile	5000.00	\$0.50	\$2,500.00	\$0.75	\$3,750.00	\$0.65	\$3,250.00
Laboratory Testing Services								
Standard Proctor	Per each	1.00	\$115.00	\$115.00	\$125.00	\$125.00	\$110.00	\$110.00
Modified Proctor	Per each	10.00	\$130.00	\$1,300.00	\$150.00	\$1,500.00	\$125.00	\$1,250.00
Concrete Compression Test (Cylinder by Company)	Per each	500.00	\$14.00	\$7,000.00	\$14.00	\$7,000.00	\$11.50	\$5,750.00
Concrete Compression Test (Cylinder by City)	Per each	10.00	\$14.00	\$140.00	\$20.00	\$200.00	\$20.00	\$200.00
Handling of Backup Cylinders	Per each	160.00	\$7.00	\$1,120.00	\$14.00	\$2,240.00	\$1.50	\$240.00
Aggregate Sieve Analysis	Per each	10.00	\$60.00	\$600.00	\$50.00	\$500.00	\$70.00	\$700.00
Atterberg Limits	Per each	1.00	\$50.00	\$50.00	\$85.00	\$85.00	\$60.00	\$60.00
Permeability, Granular Soils	Per each	1.00	\$250.00	\$250.00	\$325.00	\$325.00	\$200.00	\$200.00
Permeability, Cohesive Soils	Per each	1.00	\$275.00	\$275.00	\$400.00	\$400.00	\$250.00	\$250.00
Field Technician Services								
Sample Pickup	Per each	1.00	\$50.00	\$50.00	\$40.00	\$40.00	\$15.00	\$15.00
Nuclear Density Gauge	Per ½ day	100.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00
Nuclear Density Gauge	Per day	5.00	\$40.00	\$200.00	\$40.00	\$200.00	\$50.00	\$250.00
MATERIAL TESTING TOTAL COST				\$39,090.00		\$43,115.00		\$41,375.00
Soil Boring		2023 Est.						
Mobilization	Per each	5.00			\$750.00	\$3,750.00	\$800.00	\$4,000.00
Soil Boring	VF	150.00			\$15.00	\$2,250.00	\$23.25	\$3,487.50
Report	Per each	1.00			\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00
						\$7,200.00		\$9,487.50

Professional Service Industries, Inc.
3009 Vandebroek Road
Kaukauna, Wisconsin 54130
Phone: (920)-735-1200

Mr. Eric Rakers, P.E.
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

Re: Proposal for Construction Material Testing Services
Proposed Soil Testing Services – 2023 Construction
De Pere, Wisconsin

Dear Mr. Rakers:

In accordance with your request, Professional Service Industries, Inc. (PSI), an Intertek Company, is pleased to submit this proposal for providing construction materials testing services for the above referenced project. The purpose of the services will be to perform construction observations and materials testing, as part of a generalized evaluation of compliance with the project specifications, within the limitations of the authorized scope of our work. A brief description of our understanding of the project, scope of proposed work to be provided, proposed method of performance and fee is included in the following paragraphs.

Project Description

It is understood that the 2023 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

PSI can provide the following construction monitoring and testing services, when scheduled by your personnel:



Earthwork

- Observe site stripping to document that unsuitable fills, organic soils and existing building foundations, walls and slabs are removed and that exposed subgrades are suitable for placement of new fill or subbase materials.
- Perform moisture-density relationship testing in accordance with ASTM D698 (Standard Proctor) or ASTM D1557 (Modified Proctor) in order to determine the Proctor maximum dry density and optimum moisture content.
- Document in-place density of compacted fill soils in accordance with ASTM D2922 at the frequencies described in the project documents.

Concrete Observations and Testing

- Perform and document slump testing in accordance with ASTM C143 at the point of discharge for each set of cylinders taken.
- Perform and document air content testing in accordance with ASTM C231 for regular weight concrete.
- Record concrete and air temperature at the time cylinders are taken.
- Cast, cure and test cylinders in accordance with project specifications.
- Transport laboratory cured cylinders to our facilities to be placed in our curing tanks within 24 to 48 hours of casting.

Fees

Professional Service Industries, Inc. proposes to provide the above referenced services on a unit rate basis in accordance with the PSI's Standard Fee Schedule, and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. PSI's fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. We request that the field services be scheduled at least 24 hours in advance.

Closing

If this proposal is acceptable, please sign and return one (1) copy of this proposal to PSI. We also ask that you complete and return the attached Project Data Sheet so that we can properly establish your file. **PSI can proceed with services immediately; however, all reports will be withheld until we have received written authorization to proceed and a completed copy of the attached project data sheet.**

PSI appreciates the opportunity to offer its services to your project and looks forward to being of service to you. Meanwhile, if you have any questions or require additional information, please contact our office at (920) 735-1200.



Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy

Patrick Bray

Branch Manager

Attachments: Proposal Acceptance Form
 City of De Pere Fee Schedule
 General Conditions

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS _____ DAY OF _____ , 2023
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Distribution of Reports:

Name	Email Address	Report Type				
		Soils/ Foundation	Reinforcing Steel	Concrete	Structural Steel	Misc.

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandebroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$75.00	\$750.00
Project Engineer	HR	10	\$75.00	\$750.00
Staff Engineer	HR	50	\$75.00	\$3,750.00
Field Technician				
Senior Technician	HR	50	\$45.00	\$2,250.00
Technician	HR	400	\$40.00	\$16,000.00
Clerical	HR	50	\$25.00	\$1,250.00
Mileage	MI	5,000	\$0.75	\$3,750.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	18		
Laboratory Testing Services				
Standard Proctor	EA	1	\$125.00	\$125.00
Modified Proctor	EA	10	\$150.00	\$1,500.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$14.00	\$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	\$20.00	\$200.00
Handling of Backup Cylinders	EA	160	\$14.00	\$2,240.00
Aggregate Sieve Analysis	EA	10	\$50.00	\$500.00
Atterberg Limits	EA	1	\$85.00	\$85.00
Permeability, Granular Soils	EA	1	\$325.00	\$325.00
Permeability, Cohesive Soils	EA	1	\$400.00	\$400.00
Field Technician Services				
Sample Pickup	EA	1	\$40.00	\$40.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$750.00	\$3,750.00
Soil Boring	VF	150	\$15.00	\$2,250.00
Report	EA	1	\$1,200.00	\$1,200.00



GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.

3. PREVAILING WAGES: This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

4. SCHEDULING OF WORK: The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.

5. ACCESS TO SITE: Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.

6. CLIENT'S DUTY TO NOTIFY ENGINEER: Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.

7. RESPONSIBILITY: PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.

8. SAMPLE DISPOSAL: Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.

9. PAYMENT: The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. INDEMNITY: Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

13. EMPLOYEES/WITNESS FEES: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.

14. FIDUCIARY: PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.

15. RECORDING: Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.

16. CHOICE OF LAW AND EXCLUSIVE VENUE: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.

17. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken, and the remaining provisions shall be enforceable.

18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

B-900-11(14)

9/17



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-14 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking-Curb & Gutter and Sidewalk).

The Board of Public Works at the February 13, 2023 meeting approved award of Contract 23-19 Mudjacking Request for Proposal to Badger Concrete Lifting, LLC in the estimated amount of \$6,040 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso23-14 (PDF)
- Badger Concrete Lifting(Mudjacking)2-3-23-161-001-12 (PDF)
- Exhibit A-Badger Concrete Lifting, LLC (PDF)
- Exhibit B-Badger Concrete Lifting, LLC (PDF)
- 2023 0213 CI_BOPW_Award_23-19 (PDF)
- 2023 0202 CE_23-19 Bid Tab (PDF)

RESOLUTION #23-14

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)

WHEREAS, the City is in need of mudjacking services at various locations within the City of De Pere; and

WHEREAS, Badger Concrete Lifting, LLC has available and offers to provide personnel and equipment necessary to accomplish the mudjacking services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking – Curb & Gutter and Sidewalk) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 2/13/2023

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of De Pere, Wisconsin, ("City"), and Badger Concrete Lifting, LLC, a Wisconsin limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform concrete mudjacking services described in the City's Request for Proposals, Project 23-19, Mudjacking – Curb & Gutter and Sidewalk Various Locations, dated January 13, 2023, attached and incorporated herein as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated herein as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

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

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

(A) Coverages must include the following extensions:
Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

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

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and

property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Badger Concrete Lifting, LLC
Attention: Kyle Schoenebeck
811 Severndroog Way
Green Bay, WI 54313-7482

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

(Signatures follow on Page 6 of 6)

Badger Concrete Lifting, LLC
Mudjacking – Curb, Gutter and Sidewalk
Page 5 of 6

BADGER CONCRETE LIFTING, LLC**CITY OF DE PERE**

By: _____
Kyle Schoenebeck, Owner

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

Anthony S. Wachewicz III, City Attorney

J:\Law\Agreements\2022\Contractor Agreements\Badger Concrete Lifting(Mudjacking)2-8-22-161-001-12.docx

JANUARY 13, 2023

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 23-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, February 2, 2023**, at which time they will be publicly opened and read aloud. The bid opening will occur virtually or in person. See the proposal forms and specifications for additional information.

Project 23-19 for which proposals are being sought includes the following approximate quantities:

- 10 LF Mudjacking Curb & Gutter
- 2,000 SF Mudjacking Sidewalk

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@deperewi.gov.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

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

Dated this 13th day of January, 2023.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 23-19

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 23-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mudjacking Curb & Gutter	LF	10*	\$	\$
SD-02	Mudjacking Sidewalk	SF	2,000*	\$	\$
TOTAL					\$

* Estimate, final totals determined in field.

PROPOSAL

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

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

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS**SPECIAL PROVISIONS****PROJECT 23-19****MUDJACKING - CURB & GUTTER AND SIDEWALK****VARIOUS LOCATIONS****1. SCOPE OF WORK**

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2022 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. OPENING BIDS

Bids will be opened at the time and place indicated in the Advertisement to Bid. The bid opening can viewed live via the GoToMeeting information shown below. An abstract of the amounts of the base bids and major alternatives, if any, will be made available to bidders after opening the bids.

The bid opening can be viewed live via GoToMeeting as follows:

<https://meet.goto.com/500098837>

You can also dial in using your phone.

United States (Toll Free): 1 877 309 2073

Access Code: 500-098-837

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

3. MUDJACKING

A. See Attached Section 32 01 20 Mudjacking.

B. The unit price for Mudjacking work includes:

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

- C. Measurement: The City will measure Mudjacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.
- D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
SD-01	Mudjacking, Curb & Gutter	LF
SD-02	Mudjacking, Sidewalk	SF

3. PROSECUTION AND PROGRESS

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

A sample contractor's agreement is attached to this proposal for your consideration.

SECTION 32 01 20**MUDJACKING****PART 1 – GENERAL****1.1 SUMMARY****A. Section Includes**

1. Mudjacking Concrete
2. Mudjacking Hole Restoration
3. Clean-up

1.2 REFERENCES (Not Used)**1.3 SUBMITTALS****A. Grout mix design.****PART 2 – PRODUCTS****2.1 MATERIALS**

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

PART 3 – EXECUTION**3.1 MUDJACKING CONCRETE**

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

- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Engineer.

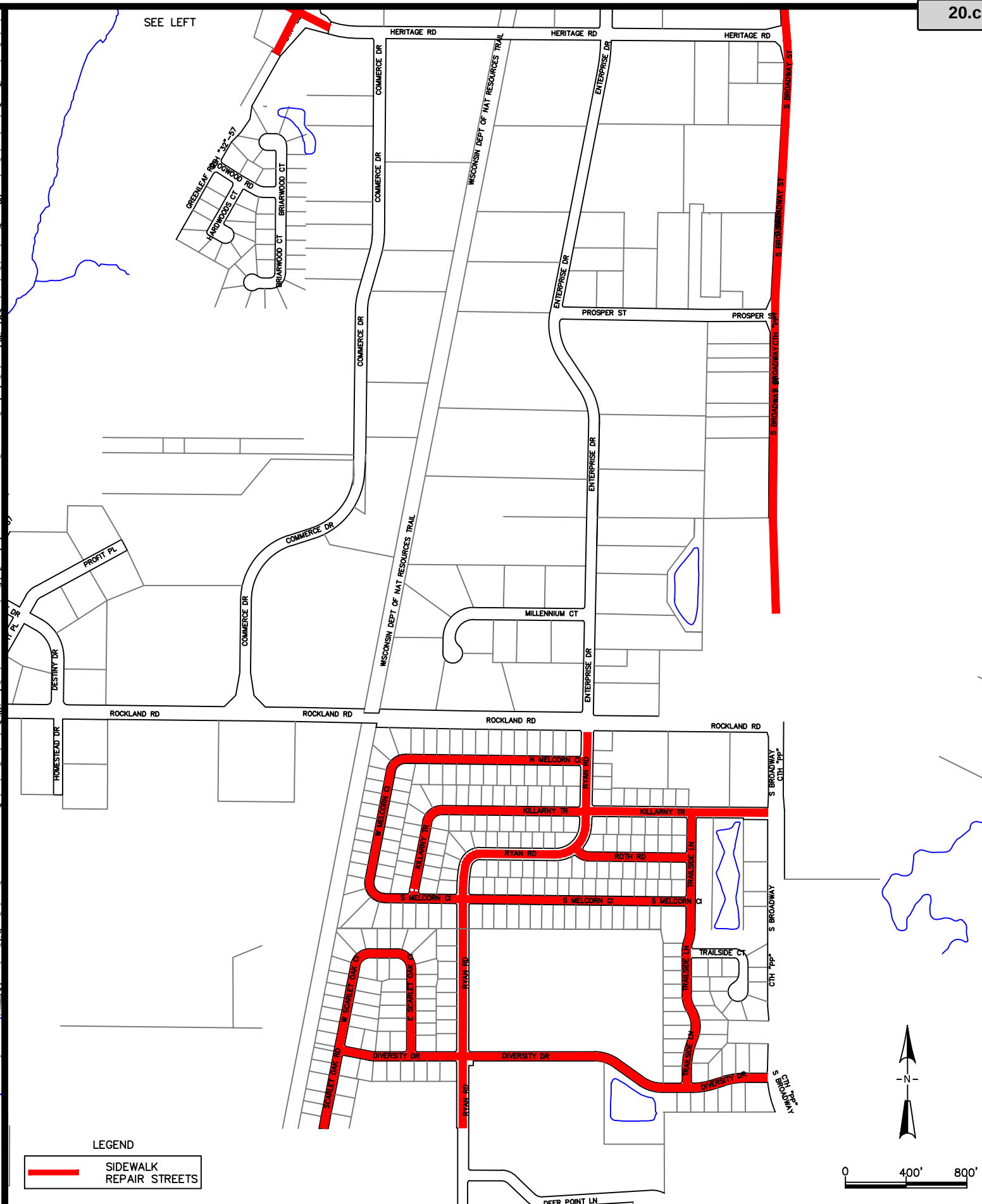
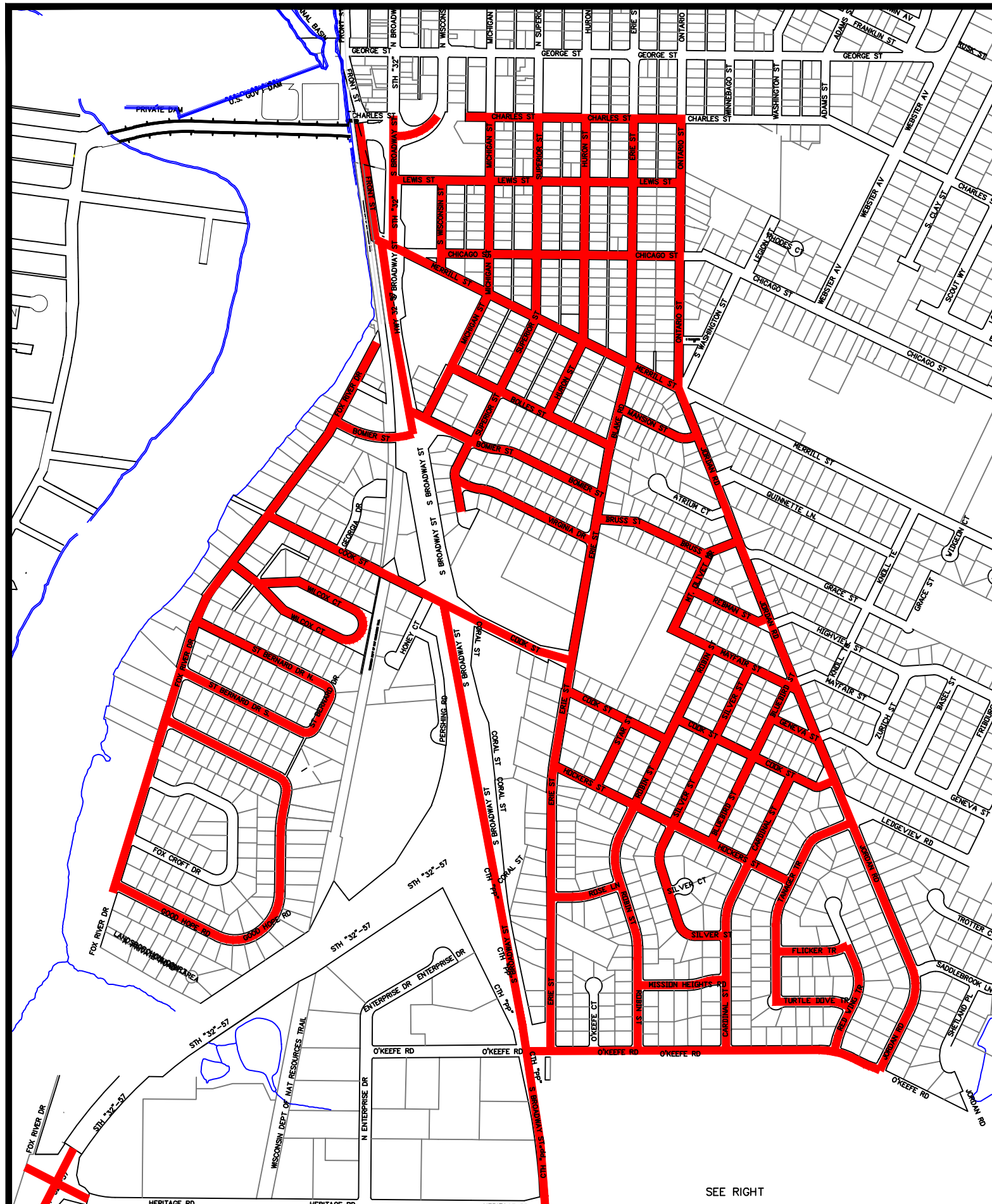
3.2 MUDJACK HOLE RESTORATION

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

3.3 CLEAN-UP

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

END OF SECTION



CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

SIDEWALK REPAIR AREA

NAME: SIDEWALK AND CURB REPAIR

PROJECT #	23-0
-----------	------

	BY	DATE
SURVEYED		
DRAWN	MAL	12-2022
DESIGNED	MAL	12-2022
CHECKED	CKK	12-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

Packe

PAGE
NO.

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those _____ services described in the City's Request for Proposals _____, dated _____, attached and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

(1) All Owned Autos

(2) All Hired Autos

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

(B) Limits of Liability:

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

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

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

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

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

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Name of Business
Attention:
Address:

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

Name of Contractor

By:

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

City Attorney

J:\Law\Agreements\Contractor Agreement Template1-5-23.docx

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 23-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

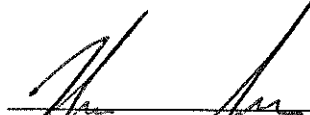
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mudjacking Curb & Gutter	LF	10*	\$ 4.00	\$ 40. ⁰⁰
SD-02	Mudjacking Sidewalk	SF	2,000*	\$ 3.00	\$ 6,000. ⁰⁰
TOTAL					\$ 6,040. ⁰⁰

* Estimate, final totals determined in field.

PROPOSAL

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

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


(Signature of Bidder)

TITLE Owner

Kyle Schoenebeck
Print or Type Name of Bidder

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: February 13, 2023

RE: **Consideration and possible action on award of Project 23-19 Mudjacking – Request for Proposal***

The Engineering Department received a proposal for Project 23-19 Mudjacking on February 2, 2023. This work is for repairs to City sidewalk. The proposal is as follows:

Contractor	Amount
Badger Concrete Lifting, LLC	\$6,040

Even though there was only one bidder on this project, the unit prices for Badger Concrete Lifting, LLC have not increased from 2022. A comparison of unit prices for the low bid from the past two years is listed below:

Contractor	Mudjacking Curb & Gutter (LF)	Mudjacking Sidewalk (SF)
Badger Concrete Lifting, LLC (2023)	\$4.00	\$3.00
Badger Concrete Lifting, LLC (2022)	\$4.00	\$3.00

The allocated budget amount for the project from the capital improvement fund is \$9,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from Badger Concrete Lifting, LLC in the amount of \$6,040.

Attachments:

2023 0202 CE_23-19 Bid Tab (PDF)



**PROJECT 23-19
MUDJACKING PROPOSALS**

BIDDER NO. 1

Badger Concrete Lifting, LLC

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
SD-01	Mudjacking Curb & Gutter	LF	10	\$4.00	\$40.00
SD-02	Mudjacking Sidewalk	SF	2,000	\$3.00	\$6,000.00
TOTAL AMOUNT BID:					\$6,040.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-15 Authorizing Agreement for Contractor Services Between the City of De Pere and All Star Cutting & Coring, LLC (Concrete Grinding Sidewalk-Various Locations).

The Board of Public Works at the February 13, 2023 meeting approved the award of Contract 23-19A Concrete Grinding Sidewalk-Various Locations Request for Proposal to All Star Cutting & Coring, LLC in the estimated amount of \$15,080 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso23-15 (PDF)
- All Star Cutting & Coring, LLC(Concrete Grinding)2-3-23-161-001-12 (PDF)
- Exhibit A-All Star Cutting & Coring, LLC (PDF)
- Exhibit B-All Star Cutting & Coring, LLC (PDF)
- 2023 0213 CI_BOPW_Award_23-19A(PDF)
- 2023 0202 CE_23-19A Bid Tab (PDF)

RESOLUTION #23-15

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND ALL STAR CUTTING & CORING, LLC
(Concrete Grinding Sidewalk – Various Locations)

WHEREAS, the City is in need of concrete grinding services at various locations within the City of De Pere; and

WHEREAS, All Star Cutting & Coring, LLC has available and offers to provide personnel and equipment necessary to accomplish the concrete sidewalk grinding services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2023

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ALL STAR CUTTING & CORING, LLC
(Concrete Grinding Sidewalk – Various Locations)**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and All Star Cutting & Coring, LLC, a Wisconsin limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City's Request for Proposals, Project 23-19A, Concrete Grinding Sidewalk – Various Locations, dated January 13, 2023, attached hereto and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

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

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

- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

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

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **WORK SAFETY AND HEALTH.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due said Contractor under and by virtue of this contract, as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible

party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the City Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition

precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

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

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

VIII. NOTICES

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

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

If to Contractor:
All Star Cutting & Coring, LLC
Attention: Thomas G. Tennessen
140 Allegiance Court
Appleton, WI 54913-9395

Signatures to follow on Page 6 of 6

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

ALL STAR CUTTING & CORING, LLC

By: _____
 Thomas G. Tennessen
 Managing Member/Owner

By: _____
 Printed Name: _____
 Title: _____

CITY OF DE PERE

By: _____
 James G. Boyd, Mayor

By: _____
 Carey E. Danen, City Clerk

Approved as to Form:

 Anthony S. Wachewicz III, City Attorney

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JANUARY 13, 2023
CITY OF DE PERE
REQUEST FOR PROPOSALS
PROJECT 23-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, February 2, 2023** at which time they will be publicly opened and read aloud. The bid opening will occur virtually or in person. See the proposal forms and specifications for additional information.

Project 23-19A for which proposals are being sought includes the following approximate quantities:

- 200 Each Grinding sidewalk up to five (5) feet wide and less than (2) inches high
- 10 LF Grind of sidewalk wider than five (5) feet wide

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@deperewi.gov.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

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

Dated this 13th day of January, 2023.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 23-19A

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 23-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EACH	200*	\$	\$
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	10*	\$	\$
TOTAL					\$

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of

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

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS**SPECIAL PROVISIONS****PROJECT 23-19A****CONCRETE GRINDING SIDEWALK****VARIOUS LOCATIONS****1. SCOPE OF WORK**

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2022 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. OPENING BIDS

Bids will be opened at the time and place indicated in the Advertisement to Bid. The bid opening can viewed live via the GoToMeeting information shown below. An abstract of the amounts of the base bids and major alternatives, if any, will be made available to bidders after opening the bids.

The bid opening can be viewed live via GoToMeeting as follows:

<https://meet.goto.com/500098837>

You can also dial in using your phone.

United States (Toll Free): 1 877 309 2073

Access Code: 500-098-837

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

3. CONCRETE GRINDING SPECIFICATION

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

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

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

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

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

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

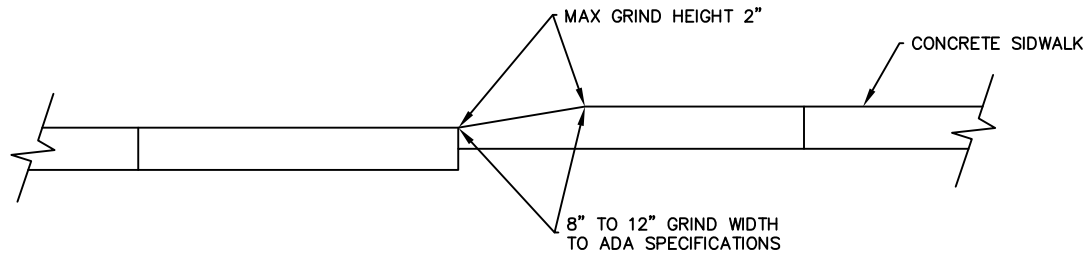
- C. Measurement: The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.
- D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
SD-01 Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EACH
SD-02 Grinding of sidewalk wider than five (5') feet wide	LF

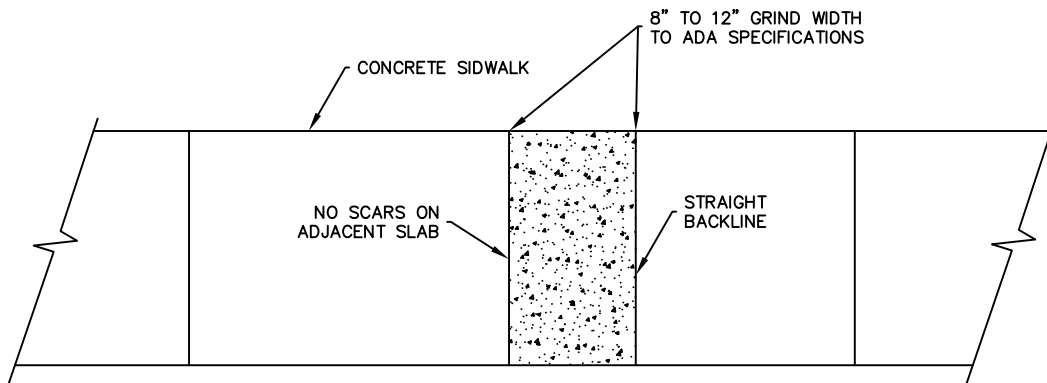
Payment is full compensation for furnishing all materials, mobilizing to site, grinding, clean up, removing all excess debris, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

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

A sample contractor agreement is attached for your reference.



TYPICAL SECTION



PLAN VIEW



ENGINEERING DIVISION

925 S. SIXTH ST
DE PERE, WI 54115

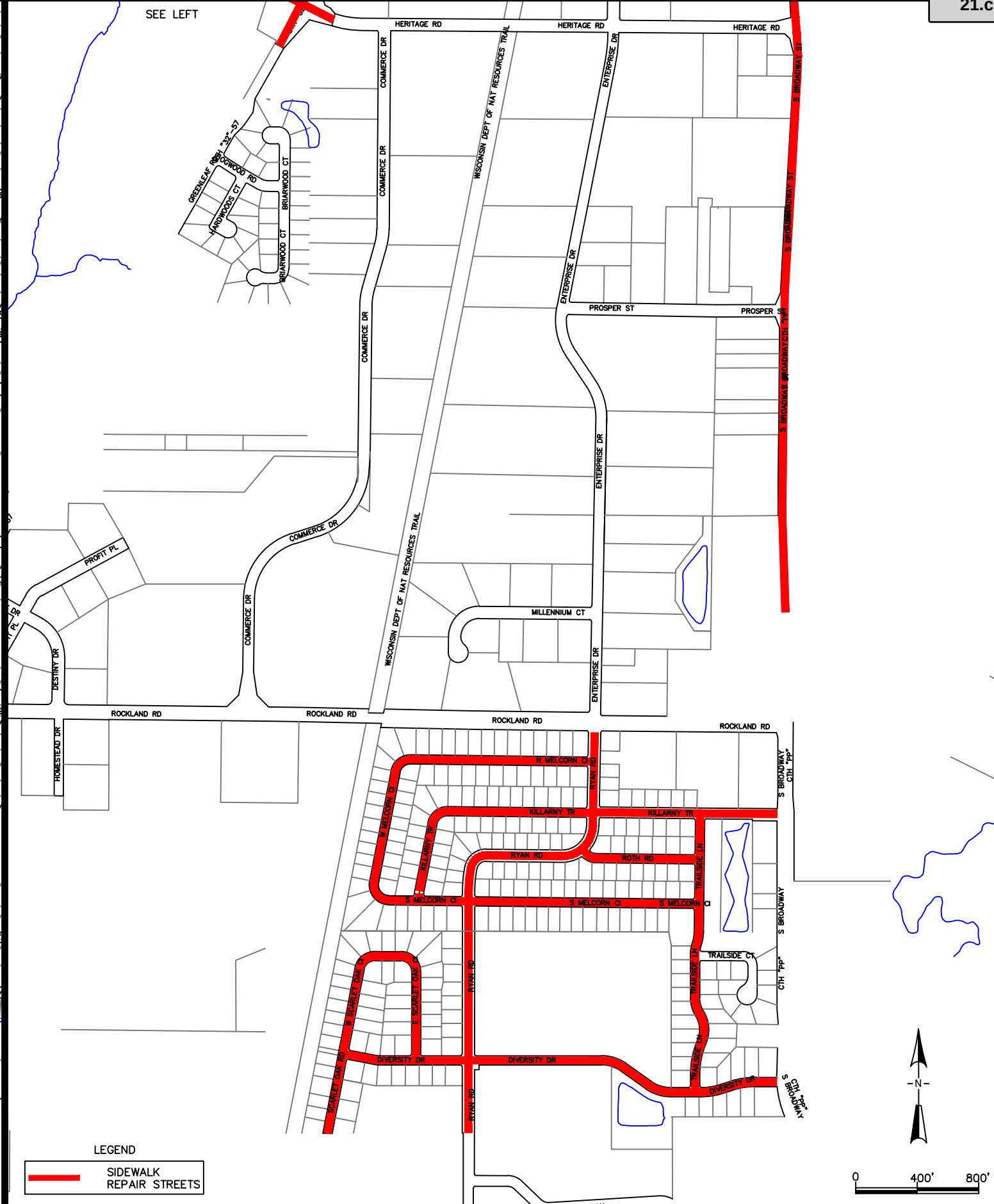
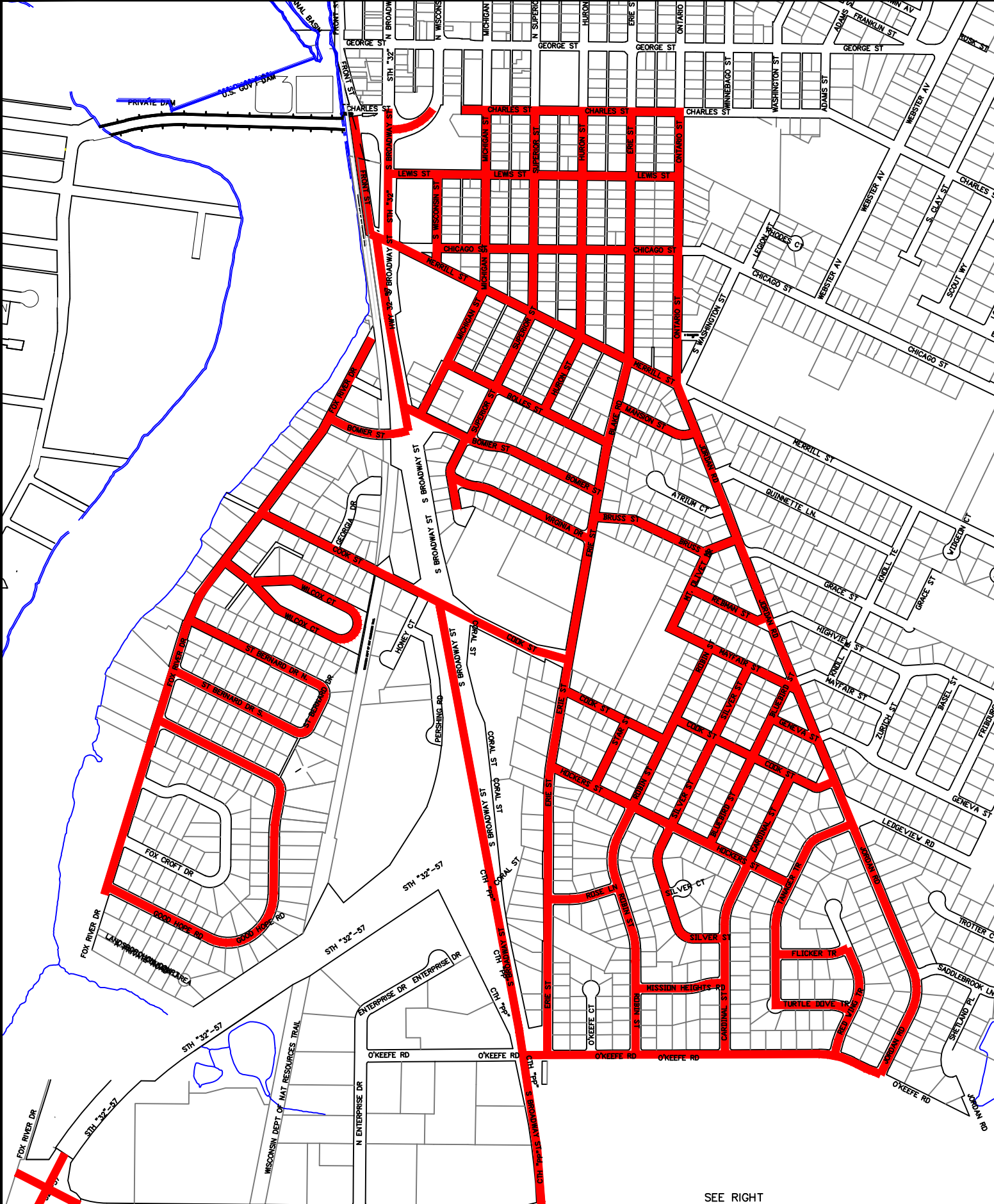
OFFICE 920-339-4061
FAX 920-339-4071

TITLE:
CONCRETE SIDEWALKS
GRINDING DETAIL

DIVISION: 32

DRAWING NO:
C-9

DATE: 12/2018
BY: KAD
CHECKED:



CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 23-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

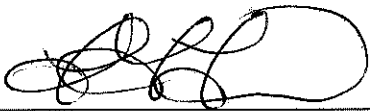
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EACH	200*	\$ 75 ⁰⁰	\$ 15,000 ⁻
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	10*	\$ 8	\$ 80 ⁻
TOTAL					\$ 15,080.00

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of

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



(Signature of Bidder)

TITLE OWNER

TOM G. TERPESCH

Print or Type Name of Bidder

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: February 13, 2023

RE: **Consideration and possible action on award of Project 23-19A Sidewalk Grinding - Request for Proposal***

The Engineering Department received a proposal for Project 23-19A Sidewalk Grinding on February 2, 2023. This work is for repairs to City sidewalks. The proposal is as follows:

Contractor	Amount
All Star Cutting & Coring, LLC	\$15,080

Nearly all of work completed under Project 23-19A is grinding of sidewalks less than 5-feet wide at locations where City terrace trees have created a hazard. A comparison of unit prices for the low bid from the past two years is listed below:

Contractor	Grinding Sidewalk Less than 5' Wide (EA)	Grinding Sidewalk More than 5' Wide (LF)
All Star Cutting & Coring, LLC (2023)	\$75.00	\$8.00
ESI, LTD (2022)	\$53.25	\$11.45

The allocated budget amount for the project from the capital improvement fund is \$16,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from All Star Cutting & Coring, LLC in the amount of \$15,080.

Attachments:

2023 0202 CE_23-19A Bid Tab (PDF)



**PROJECT 23-19A
SIDEWALK GRINDING PROPOSALS**

				BIDDER NO. 1	
				All Star Cutting & Coring, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
SD-01	Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EA	200	\$75.00	\$15,000.00
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	10	\$8.00	\$80.00
TOTAL AMOUNT BID:				\$15,080.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-16 Authorizing Third Amendment to Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc. (Grant Identification, Solicitation and Management Services).

The Board of Public Works at the February 13, 2023 meeting approved MSA Professional Services, Inc. Proposal for Community Development Block Grant Application for Street Improvement Projects with funding from unassigned reserves in the amount of \$16,000 for for grant application and additional \$35,000 if grant is awarded to hire MSA for administration of the grant and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

In addition, as part of the grant application process, the City is required to commit to funding and showing financial commitment for the City's share of the grant. If the City is successful in obtaining the CDBG grant, the intent would be to bid and reconstruct the streets in 2024. Staff recommends Council approve dedicating funding for the financial commitment for the CDBG grant as part of the 2024 budget. Estimated construction costs at this time for this project is \$2,000,000 therefore the City's share would be \$1,000,000.

The City contracted with MSA Professional Services, Inc. (MSA) to perform an income survey to determine if the City is eligible for a Community Development Block Grant (CDBG) that would use for street infrastructure improvements on S. Superior Street from Merrill Street south to cul-de-sac and Bomier Street from S. Superior Street to Erie Street (see attached map). The survey concluded over 51% of the persons surveyed were low or moderate income (LMI) which makes the City eligible for the CDBG grant. The next step in the process is for the City to actually apply for the CDBG grant which is due by May 18, 2023. In order to do so, the City needs to hire MSA to apply for the grant for the City. MSA's proposal fees (see attached proposal) are \$16,000. This funding was not included in the 2023 budget, so it is recommended the funding come from the unassigned reserve fund. In addition, if the City is successful in securing the CDBG grant, MSA would need to be hired in the future to administer the grant. Costs of doing so is estimated at \$35,000.

Staff recommends approving MSA's proposal and funding it from unassigned reserves.

ATTACHMENTS:

- Reso23-16 (PDF)
- Third Amendment-MSA(Grant ID Solicitation and Management) 2-15-23 (PDF)

- Attachments A and B MSA CDBG Grant Application Proposal (PDF)
- CDBG Income Survey Map 2-7-2023 (PDF)

RESOLUTION #23-16

AUTHORIZING THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND MSA PROFESSIONAL SERVICES, INC.
(Grant Identification, Solicitation and Management Services)

WHEREAS, the City and MSA Professional Services, Inc. ("Consultant") are parties to an Agreement for Consulting Services for grant identification, solicitation and management services dated April 26, 2022, with subsequent First and Second Amendments thereto dated June 28, 2022, and January 19, 2023, respectively; and

WHEREAS, the parties wish to further amend the scope of work to allow for Consultant to perform additional services related to the application for a Community Development Block Grant for Public Facilities (CDBG-PF), pursuant to the terms and conditions identified in the attached Third Amendment to Consulting Agreement; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Third Amendment to Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc., as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

In the event that the City is successful in obtaining the CDBG-PF grant, the City commits to dedicating funding for its matching share of the grant.

BE IT FURTHER RESOLVED THAT:

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

Resolution #23-16

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2023

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND MSA PROFESSIONAL SERVICES, INC.
(Grant Identification, Solicitation and Management Services)**

THIS THIRD AMENDMENT to Agreement for Consulting Services is made and entered into this ____ day of _____, 2023, by and between the City of De Pere ("City"), a Wisconsin municipal corporation ("City"), and MSA Professional Services, Inc., a Wisconsin corporation ("Consultant").

WHEREAS, the City and Consultant are parties to an Agreement for Consulting Services (Grant Identification, Solicitation and Management Services) dated April 26, 2022, with subsequent First and Second Amendments thereto dated respectively June 28, 2022, and January 19, 2023, (collectively the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to provide for additional work for Consultant to perform, namely to provide application and environmental review services for a Community Development Block Grant for Public Facilities (CDBG-PF) as outlined in the Scope of Services attached hereto.

NOW THEREFORE, upon the promises and obligations provided herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to amend the Agreement as follows:

1. Consultant's Scope of Work shall be amended to include additional services for the CDBG-PF application and environmental review services pursuant to Attachments A and B, both of which shall be incorporated herein by reference and as an addition to the Agreement; however, no standard terms or conditions of Consultant are incorporated into the Agreement or this Third Amendment.
2. The work or services associated with this Third Amendment are anticipated to be completed by June 1, 2023, and the lump sum cost for such additional work shall be:

a. CDBG-PF Application	\$12,500
b. CDBG-PF Environmental Review	\$ 3,500
Total	\$16,000
3. All other terms and conditions of the Agreement, shall remain in full force and effect, unless specifically modified by this Third Amendment.

[Signatures to follow on Page 2 of 2]

MSA PROFESSIONAL SERVICES, INC.

By:

Brittney Mitchell, Funding Team Leader

Ben Andrews, Community Development Specialist

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk



Professional Services Agreement

MSA Project Number: 09441032

This AGREEMENT (Agreement) is made today _____, 2023 by and between CITY OF DE PERE (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: CDBG-PF Application

The scope of the work authorized is: See Attachment B

The schedule to perform the work is: Approximate Start Date: _____
Approximate Completion Date: 06/01/2023

The lump sum fee for the Application work is: \$12,500

The estimated hourly fee for the Environmental Review is: \$3,500

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Payment for these services will be on a lump sum and hourly basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF DE PERE

James Boyd
Mayor
Date: _____

Attest: City Clerk (WI Only)

Clerk Name: Carey Danen,
Date: _____

335 S Broadway
De Pere, WI 54115
Phone: 920-339-4072

MSA PROFESSIONAL SERVICES, INC.

Brittney Mitchell

Brittney Mitchell
Team Leader
Date: 02/03/2023

Benjamin Andrews

Ben Andrews
Community Development Specialist
Date: 02/03/2023

1500 N. Casaloma Dr., Ste 100
Appleton, WI 54913
Phone: 920-545-2086

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$150/hr.
Geographic Information Systems (GIS)	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

Attachment B

Scope of Services

Scope of Services: CDBG Public Facilities (PF) Application

Working in conjunction with the City of De Pere (OWNER), MSA agrees to provide services for the preparation of an application for a CDBG-PF grant to the Department of Administration, as hereinafter stated. The liability related to the application, administration and/or other assistance provided is limited to the stated fee for said assistance. MSA is committed to high quality service and performance of the scope herein and is not responsible for the actions of others including but not limited to the agencies associated with these funding sources and oversight.

SECTION 1: CDBG Application

1A: Basic Services- Project Proposal CDBG-PF \$12,500 (lump sum)

1. Participate in one planning meeting with OWNER staff.
2. Review Project Eligibility with staff from Department of Administration.
3. Provide the OWNER with a draft Citizen Participation Plan for adoption by the OWNER, if necessary.
4. Attend and participate in required citizen participation public hearing.
5. Complete and submit the CDBG-PF application to the OWNER for review. Revise if necessary.
6. Prepare for signature all resolutions, letters, documents and notices as required by the application and submit to the OWNER for review.
7. Submit application to the Department of Administration and respond to questions, as needed.

1B: Additional Services – Available Upon Request

1. Acquisition of Property
 - a. If authorized by the OWNER, MSA shall furnish, or cause to be furnished, additional services and assistance required for property acquisition in compliance with CDBG or DOT rules. MSA does not assume any liability for the other parties to the acquisition.

1C: CDBG Application - The Owner's Responsibility

The OWNER will:

1. Examine all studies, reports, estimates, and other documents presented by MSA.
2. Provide such legal, financial, accounting, public facilities, appraisals, easements, and insurance counseling services as may be required for the application.
3. Provide MSA with copies of existing studies, reports, plans, maps, and surveys relative to the documentation of needs of the City and particularly those that are

relevant to neighborhood revitalization planning and public works needs documentation.

4. Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.
5. Advertise and make arrangements for citizen participation public hearing(s) and/or meeting(s). The City will be responsible for all notice and public hearing/meeting publishing costs.
6. Participate in program planning as well as review and approve application.
7. Specific responsibilities related to any additional services required.

SECTION 2: CDBG Application Environmental Review

2A: CDBG-PF Environmental Review

\$3,500 (Est. Hourly)

1. Environmental Review
 - a. Prepare a Desktop Environmental Review Record according to 24 CFR Part 58 requirements to include
 - i. Review of maps and records available on publicly accessible websites and portals
 - ii. Completion and submission of Review Record and associated documentation
 - b. Request release of funds after environmental review is completed.
 - c. Desktop environmental review does not include:
 - i. Archeological survey
 1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
 - ii. Hydrological study
 1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
 - iii. Contaminated soil/hazardous waste mitigation
 1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
 - iv. Publication

Any necessary publication shall be published by the Owner or contracted as a reimbursable expense

SECTION 3: Equal Opportunity Statement

3A: Equal Opportunity

MSA agrees to comply with the following Equal Opportunity provisions:

1. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
2. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
3. Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally assisted construction contracts in excess of \$2,000.

MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the

termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

8. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

9. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

10. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

11. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

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

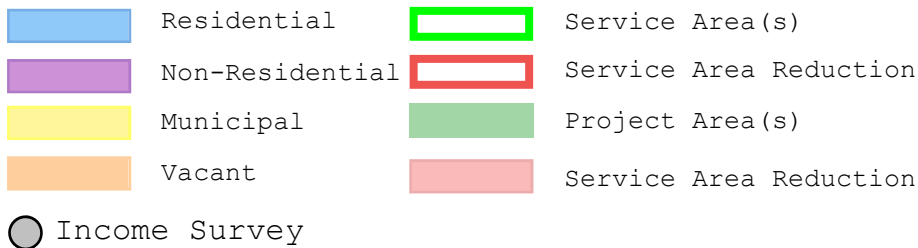
12. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

14. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

City of De Pere_Income Survey





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-17 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (AT&T Mobile Wireless Antenna Installation- Merrill Street Water Tower).

The Board of Public Works at the February 13, 2023 meeting approved engineering technical services with Dixon Engineering regarding installation of AT&T's Wireless Antennae Facilities on Merrill Street Water Tower and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City received a request from AT&T regarding installation of wireless antennae facilities on the City's Merrill Street water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by AT&T. Staff has received payment from AT&T for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

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

ATTACHMENTS:

- Reso23-17 (PDF)
- De Pere Merrill ATT (WI6443) 12.30.22 Proposal (PDF)

RESOLUTION #23-17

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(AT&T -Mobile Wireless Antenna Installation – Merrill Street Water Tower)

WHEREAS, the City is in need of engineering technical services regarding AT&T's mobile wireless antenna facilities installation on the Merrill Street Water Tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering technical services within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Proposal/Contract Agreement for Antennas as is attached hereto, provided that AT&T has paid to City's Finance Director-Treasurer the sum due and owing under such contract prior to execution thereof.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

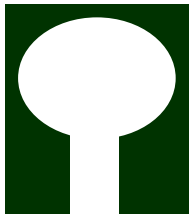
ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2023



DIXON

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

4811 S. 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

Proposal/Contract Agreement for Antennas

City of De Pere, Wisconsin / (WI6443)

250,000 Gallon Double Ellipse – Merrill Tank 49-05-11-02

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

1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Six Thousand Two Hundred dollars **\$6,200**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Attend a Precon Meeting, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, Vice President

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

December 30, 2022

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, 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

*City of De Pere, Wisconsin / (WI6443)
250,000 Gallon Double Ellipse – Merrill Tank 49-05-11-02*

- I. Design Drawings and Structural Calculations Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal are included.
- II. Site Work for:
 - a. Attend and participate in a Preconstruction Meeting.
 - b. Perform Installation Inspections as the project progresses and a final post inspection to compare with design criteria. These inspections include a letter report and photographs.

SCHEDULE B

*City of De Pere, Wisconsin / (WI6443)
250,000 Gallon Double Ellipse – Merrill Tank 49-05-11-02*

I. PAYMENT

- a. When service is rendered Owner shall pay DIXON the following line item prices:
 - i. Schedule A, Item I, Design Drawings and Structural Calculations Review, the lump sum of **\$1,850**.
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item II
 - 1. **(1)** Preconstruction Meeting **\$1,450** per meeting
 - 2. **(2)** Installation Inspections **\$1,450** per inspection (\$2,900 Total)

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.

Attachment C
Employee Billable Rates and Terms
Antennas

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate*</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$187.00	\$281.00
Engineer	\$193.00	\$291.50
CWI Welding RPR	\$206.00	\$308.00
DIXON Level 3 or NACE certified Level 3 RPR	\$189.00-\$171.00	\$194.00-\$255.00
DIXON Level 2 or NACE Level 2 RPR	\$113.00-\$143.00	\$169.00-\$215.00
DIXON Level 1 or NACE Level 1 RPR	\$106.00-\$118.00	\$158.00-\$176.00
Contract Support Staff	\$135.00-\$165.00	\$204.00-\$248.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$140.00 per diem	\$130.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2023 (Revised: 9/8/2022)

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

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-18 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (AT&T Mobile Wireless Antenna Installation- Matthew Street Water Tower).

The Board of Public Works at the February 13, 2023 meeting approved engineering technical services with Dixon Engineering regarding installation of AT&T's Wireless Antennae Facilities on Matthew Water Tower and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City received a request from AT&T regarding installation of wireless antennae facilities on the City's Matthew water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by AT&T. Staff has received payment from AT&T for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

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

ATTACHMENTS:

- Reso23-18 (PDF)
- De Pere Matthew ATT (WI6303) 12.30.22 Proposal (PDF)

RESOLUTION #23-18

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(AT&T -Mobile Wireless Antenna Installation – Matthew Street Water Tower)

WHEREAS, the City is in need of engineering technical services regarding AT&T's mobile wireless antenna facilities installation on the Matthew Street Water Tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering technical services within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Proposal/Contract Agreement for Antennas as is attached hereto, provided that AT&T has paid to City's Finance Director-Treasurer the sum due and owing under such contract prior to execution thereof.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

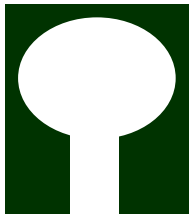
ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2023



DIXON

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

4811 S. 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

Proposal/Contract Agreement for Antennas

*City of De Pere, Wisconsin / (WI6303)
500,000 Gallon Spheroid - Matthew Tank 49-05-11-03*

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

1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Six Thousand Two Hundred dollars **\$6,200**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Attend a Precon Meeting, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, Vice President

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

December 30, 2022

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, 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

*City of De Pere, Wisconsin / (WI6303)
500,000 Gallon Spheroid - Matthew Tank 49-05-11-03*

- I. Design Drawings and Structural Calculations Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal are included.
- II. Site Work for:
 - a. Attend and participate in a Preconstruction Meeting.
 - b. Perform Installation Inspections as the project progresses and a final post inspection to compare with design criteria. These inspections include a letter report and photographs.

SCHEDULE B

*City of De Pere, Wisconsin / (WI6303)
500,000 Gallon Spheroid - Matthew Tank 49-05-11-03*

I. PAYMENT

- a. When service is rendered Owner shall pay DIXON the following line item prices:
 - i. Schedule A, Item I, Design Drawings and Structural Calculations Review, the lump sum of **\$1,850**.
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item II
 1. **(1)** Preconstruction Meeting **\$1,450** per meeting
 2. **(2)** Installation Inspections **\$1,450** per inspection (\$2,900 Total)

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.

Attachment C
Employee Billable Rates and Terms
Antennas

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate*</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$187.00	\$281.00
Engineer	\$193.00	\$291.50
CWI Welding RPR	\$206.00	\$308.00
DIXON Level 3 or NACE certified Level 3 RPR	\$189.00-\$171.00	\$194.00-\$255.00
DIXON Level 2 or NACE Level 2 RPR	\$113.00-\$143.00	\$169.00-\$215.00
DIXON Level 1 or NACE Level 1 RPR	\$106.00-\$118.00	\$158.00-\$176.00
Contract Support Staff	\$135.00-\$165.00	\$204.00-\$248.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$140.00 per diem	\$130.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2023 (Revised: 9/8/2022)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-19 Approving State/Municipal Financial Agreement for a State - LET Highway Project (STH 32 from Merrill Street to Cook Street).

The Board of Public Works at the February 13, 2023 meeting approved State-State/Municipal Financial Agreement for STH 32 from Merrill Street to Cook Street and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City received the attached email from the DOT regarding their upcoming STH 32 project from STH 96 to Cook Street. The DOT has proposed extending this project from Cook Street to Merrill Street as a resurfacing type project. Since this section of STH 32 is connecting highway, the City needs to enter into a State/Municipal Financial Agreement (SMFA) which requires the City to fund 25% of the design in the amount of \$19,550. (See attached agreement) The project is proposed to be constructed in 2027 contingent on funding availability.

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

ATTACHMENTS:

- Reso23-19 (PDF)
- STH 32 Merrill to Cook DOT Email 1-6-2023 (PDF)
- STH 32 - WisDOT Project 4085-65-01 SMFA 2-6-2023 (PDF)

RESOLUTION #23-19

APPROVING STATE/MUNICIPAL FINANCIAL AGREEMENT
FOR A STATE – LET HIGHWAY PROJECT
(STH 32 – Cook Street – Merrill Street)

WHEREAS, Wis. Stats. § 86.25, permits the State of Wisconsin Department of Transportation to enter into cost share agreements with local units of government; and

WHEREAS, the State/Municipal Agreement for a State – Let Highway Project (I.D. 4085-65-01/72), attached and incorporated by reference as Exhibit A, provides cost distribution for plan development and resurface level roadway improvements to STH 32 (Cook Street - Merrill Street) to address necessary improvements identified by the 2021 Pavement Management Decision Support System; and

WHEREAS, the Board of Public Works has reviewed Exhibit A and recommends approval thereof;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the Mayor is hereby authorized and directed to enter into the attached State/Municipal Financial Agreement for a State – Let Highway Project (Exhibit A).

BE IT FURTHER RESOLVED:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2023

Scott Thoresen

From: Ebent, Anne - DOT <Anne.Ebent@dot.wi.gov>
Sent: Friday, January 6, 2023 10:23 AM
To: Scott Thoresen; Eric Rakers
Cc: Gwidt, Eric - DOT; Ebent, Anne - DOT
Subject: City of De Pere - State Highway 32 - WisDOT Project 4085-65-01/72
Attachments: 40856501_72 DE PERE STH 32 COOK STREET TO MERRILL STREET ORG SMFA 01062023 DRAFT.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Scott and Eric,

The Wisconsin Department of Transportation (WisDOT) Northeast Region (NER) currently has a project (Project 4085-65-00/71) scheduled on State Highway 32, beginning near State Highway 96 and ending at the connecting highway limits located at Cook Street.

The WisDOT is working in accordance with the 2020-2029 Transportation Asset Management Plan (TAMP), which focuses on delivering a high-quality state trunk highway system at a minimum practicable cost. Please refer to the following link for additional information regarding the TAMP. <https://wisconsindot.gov/Pages/projects/multimodal/tamp.aspx>

When reviewing the latest Pavement Management Decision Support System (PMDSS) data, it was determined that the connecting highway pavement is eligible for an improvement project. According to the PMDSS data, a resurface level improvement may be scheduled on the connecting highway portion beginning at Cook Street, extending to the joint (asphalt/concrete) located just south of the Merrill Street intersection. The tentative schedule for this work would be 2027, contingent of funding availability. This project would be constructed with Project 4085-65-00/71.

Because this section of highway is a connecting highway, the city of De Pere would be responsible for 25% of the design costs. If in agreement to move forward with a project, see the attached State/Municipal Financial Agreement (SMFA). Please review, sign and return back to me (electronically is fine). The estimated costs shown are conceptual and the SMFA will be revised throughout the scoping and design phases of the project. There may be additional cost share for construction items identified as the project goes through the scoping and design phases; items the city may want to include with the project. Once I receive the signed SMFA, the WisDOT Northeast Region will request authorization for design and begin our scoping process.

Please let me know if you would like to meet with us to discuss further.

Thank you,
 Anne

Anne M. Ebent, P.E.
 Programming/Scoping Engineer
 Wisconsin Department of Transportation
 Northeast Region
 Phone: (920) 492-5694
wisconsindot.gov

If this is related to a records request, please email: dotdtsdnerecords@dot.wi.gov



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

Date: January 6, 2023
 I.D.: 4085-65-01/72
 Road Name: State Highway 32
 Title: Broadway Street, C of De Pere
 Limits: Cook Street – Merrill Street
 County: Brown
 Roadway Length: 0.4 miles

The signatory **city of De Pere**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is a connecting highway.

Broadway Street, for most of the length of the project, is a 4-lane divided highway consisting of 2, 12-foot lanes in each direction. Between Cook Street and Bomier Street, is a rural section; curb and gutter and sidewalk are located along the project limits between Bomier Street and Merrill Street.

Improvements were identified on the 2021 Pavement Management Decision Support System (PMDSS).

Proposed Improvement - Nature of work: It is anticipated the proposed improvements will consist of a resurface level improvement project. The project will begin at the connecting highway limits north of Cook Street and will extend to the asphalt/concrete joint located south of the Merrill Street intersection.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The non-participating work will be determined as this project continues through the design process; it is anticipated the municipality will be responsible for any sanitary or water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development	\$ 78,200	\$ 58,650	75%	\$ 19,550	25%
Real Estate Acquisition:					
Acquisition	\$ -	\$ -		\$ -	
¹ Construction:					
Roadway (cat 0010)	\$ 384,200	\$ 384,200	100%	\$ -	
subtotal 4085-65-72					
Non-Participating	TBD				100%
Total Cost Distribution	\$ 462,400	\$ 442,850		\$ 19,550	
1. Estimates include construction engineering.					

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

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

Name (print)

Title

Signature

Date

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

Name

Title

Signature

Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited

to participation in the costs of the following items as specified in the Summary of Costs:

- (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of

costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
8. Basis for local participation:
 - (a) The Municipality will be responsible for 25% of the design for the anticipated resurface level improvement project. Any additional work per the request of the Municipality will be funded by the Municipality.
 - (b) Non-participating construction costs and cost share will be further defined as this project continues through the design process.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Resolution #23-20 Rescinding Property Tax (Parcel WD-657).

ATTACHMENTS:

- Reso23-20 (PDF)
- Memo to council_SNC (PDF)
- WD-657 2022 tax bill (PDF)
- 2022 SNC Exempt Parcel Map(PDF)

RESOLUTION #23-20

RESCINDING PROPERTY TAX
(Parcel WD-657)

WHEREAS, St. Norbert College (SNC), as the owner of Parcel WD-657, qualifies for a property tax exemption as a private college under Wis. Stats. §70.11(3); and

WHEREAS, SNC has historically swapped out parcels under their ownership for exemption status, capped at a total of 80 acres, for each two-year reporting period;

WHEREAS, a review of SNC exempt parcels has determined that Parcel WD-657 was erroneously included in the City's Statement of Assessment and was not removed from the 2022 tax roll and that such taxation of the property is exempt by law from taxation, which may constitute palpable error under Wisconsin Statute §74.33(c); and

WHEREAS, the Common Council, acknowledging the palpable error in assessment of property tax, wishes to rescind the 2022 taxes in the amount of \$69,068.14 plus interest of \$690.68, totaling in the amount of \$69,758.82.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DE PERE THAT:

1. The Common Council hereby rescinds the 2022 property tax for Parcel WD-657 pursuant to Wisconsin Statutes §§ 74.33(c) and 74.41 based upon the property being exempt by law from taxation.
2. The City Clerk is authorized and directed to formally rescind the 2022 property tax for Parcel WD-657 pursuant to Wisconsin Statutes §§ 74.33(c) and 74.41 and the preceding Council action to chargeback the other appropriate taxing jurisdictions in Brown County for their portion received.
3. The City of De Pere shall make payment to Brown County for 2022 property taxes for Parcel WD-657 in the amount of \$69,068.14 plus interest of 690.68, totaling in the amount of \$69,758.82 from

Resolution #23-20

Page 2 of 2

unassigned reserves based upon the property being exempt by law from taxation and, therefore, palpable error pursuant to Wisconsin Statutes §§ 74.33(c) and 74.41 .

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

CITY OF DE PERE MEMO



To: Honorable Mayor James Boyd and members of the Common Council

From: Carey Danen, Clerk

Date: February 22, 2023 (meeting date)

RE: Request to pay tax bill and rescind property taxes for St. Norbert College Parcel WD-657

Under Wisconsin law, certain types of properties are exempt from property tax. Exempt property owners are required to file a report with the Clerk's office every even-numbered year to confirm their status and make any updates necessary. St. Norbert College qualifies for this exemption as a private college (sec. 70.11(3), Wis. Stats.) They are capped at a total of 80 acres that can be declared tax exempt; the college has historically swapped out parcels on their list for each two-year reporting period.

In 2022, SNC removed five parcels valued at \$1,007,600 from their tax exempt list and replaced them with parcel WD-657 (valued at \$4,028,800). Upon receipt of all tax exempt reports, I forward them to the City's assessor so that updates can be made. I was notified by SNC at the end of last summer that the five parcels were correctly updated and that the County land records website reflected their new taxable status, but that parcel WD-657 did not reflect the change to tax exempt.

I re-sent the tax exempt reports to our new account manager at Accurate Appraisal on September 1st. Six weeks later I followed up because the parcel was still listed as taxable, and at that point Accurate confirmed that they had made the change on their end. Our account manager instructed me to amend the City's Statement of Assessment to remove it from the tax roll; regrettably I failed to take that step and the parcel received a tax bill.

In order to correct this error, I am requesting your approval to pay the tax bill and interest in the amount of \$69,758.82 from unassigned reserves (SNC did pay the amount due for storm water management). The City must formally rescind the property tax amount, and we can then chargeback the other taxing jurisdictions for the portion that they received. There is a delay before this money would be recouped, because the Department of Revenue does not approve chargebacks until after the October 1st submission deadline. The other jurisdictions then have until February 15th of 2024 to make payment. At that point, \$45,587.02 will be returned to unassigned reserves.

I have implemented additional steps in my tax roll preparation process to confirm all tax exempt parcels before giving final approval of the tax roll to the County treasurer, in order to ensure that this mistake does not occur again in the future. I will also require Accurate Appraisal to review the exempt parcels for the final Statement of Assessment as it is part of their contractual duties to verify that the exemptions taken are properly included.

Thank you for your consideration of and understanding in this matter. Please contact me in advance of the meeting with any questions.

REAL ESTATE PROPERTY TAX BILL FOR 2022

CITY OF DE PERE

Total Due For Full Payment

Bill #: 6089146

By January 31, 2023

\$72,092.14

Parcel #: WD-657

-- OR --

Alt. Parcel #:

Pay First Installment

By January 31, 2023

\$37,558.07

ST NORBERT COLLEGE INC
ST NORBERT COLLEGE ATTN:VP BUSINESS/FINANCE
100 GRANT ST
DE PERE WI 54115-2002

Make Check Payable and Mail to:

CITY OF DE PERE
TAX COLLECTION
335 S BROADWAY
DE PERE WI 54115



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

MAIL: City of De Pere Tax Collection, 335 S. Broadway, De Pere, WI 54115

ONLINE: www.browncountywi.gov/propertytax
Use Guest sign-in. Enter Parcel# only in Property# field for best results.
VPS Convenience Fees: E-check \$1.25, Personal Visa Debit Cards \$3.95, and
Credit Cards/Other Debit Cards 2.55%

IN PERSON: City Hall Clerk's Office (Mon-Thurs 7:30AM-5:00PM; Fri 7:30AM-11:30AM,
except holidays)

DROP BOX: Secure, built-in drop box marked by signage on Merrill St side of City Hall

NOTE: Homeowners check for Lottery Credit deduction on Primary Residence only.
For mailing address changes go to www.browncountywi.gov/addresschange
Receipts are available at www.browncountywi.gov/propertysearch
Postponed 2nd installment payments will be collected by Brown County.



STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2022
CITY OF DE PERE
BROWN COUNTY

BILL NO. 6089146

SEQ# 6574

Correspondence should refer to parcel number
PARCEL#: WD-657

Property Address
420 COLLEGE AVE

Assessed Value Land 423,100	Ass'd Value Improvements 3,605,700	Total Assessed Value 4,028,800	Ave. Assmt. Ratio 0.9582	Est. Fair Mkt. Land 441,600	Est. Fair Mkt. Improvements 3,763,000	Total Est. Fair Mkt. 4,204,600	☐ A star in this box means unpaid prior year taxes
Taxing Jurisdiction							
2021 Est. State Aids Allocated Tax Dist.		2022 Est. State Aids Allocated Tax Dist.		2021 Net Tax		2022 Net Tax	
CITY OF DE PERE		3,077,437		24,202.59		23,548.69	
NORTHEAST WI VTAE		2,246,339		2,914.68		2,788.74	
WEST DEPERE SCH		14,197,082		30,608.34		28,711.00	
BROWN COUNTY		787,822		14,811.83		14,087.28	
Total		20,308,680		72,537.44		69,135.71	
First Dollar Credit				68.35		67.57	
Lottery & Gaming Credit							
Net Property Tax				72,469.09		69,068.14	
School taxes reduced by school levy tax credit		\$4,712.84		Net Assessed Value Rate (Does NOT reflect credits)		0.017160374	
ST NORBERT COLLEGE INC		2653186 2369985 ACRES: 1.667		RETAIN THIS PORTION AS YOUR COPY			
ST NORBERT COLLEGE ATTN:VP BUSINESS		72,633 SQ FT LOT 2 OF 50 CSM		SEE REVERSE SIDE FOR IMPORTANT INFORMATION			
100 GRANT ST		106 BNG ALL OF LOTS 10 &					
DE PERE WI 54115-2002		20-25 & PRT OF LOTS 4-9 & 26					
FOR INFORMATIONAL PURPOSES ONLY		& PRT OF VAC ALLEY BLK C ALL					
- Voter Approved Temporary Tax Increases		Total		Additional Taxes		Year	
Taxing Jurisdiction		Additional Taxes		Applied to Property		Increase Ends	
WEST DEPERE SCH		251,797.00		702.87		2040	
WEST DEPERE SCH		1,648,128.00		4,600.61		2039	
Total		20,308,680		72,537.44		69,135.71	
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Lottery & Gaming Credit							
Net Property Tax				72,469.09		69,068.14	
School taxes reduced by school levy tax credit		\$4,712.84		Net Assessed Value Rate (Does NOT reflect credits)		0.017160374	
ST NORBERT COLLEGE INC		2653186 2369985 ACRES: 1.667		RETAIN THIS PORTION AS YOUR COPY			
ST NORBERT COLLEGE ATTN:VP BUSINESS		72,633 SQ FT LOT 2 OF 50 CSM		SEE REVERSE SIDE FOR IMPORTANT INFORMATION			
100 GRANT ST		106 BNG ALL OF LOTS 10 &					
DE PERE WI 54115-2002		20-25 & PRT OF LOTS 4-9 & 26					
FOR INFORMATIONAL PURPOSES ONLY		& PRT OF VAC ALLEY BLK C ALL					
- Voter Approved Temporary Tax Increases		Total		Additional Taxes		Year	
Taxing Jurisdiction		Additional Taxes		Applied to Property		Increase Ends	
WEST DEPERE SCH		251,797.00		702.87		2040	
WEST DEPERE SCH		1,648,128.00		4,600.61		2039	
Total		20,308,680		72,537.44		69,135.71	
First Dollar Credit				68.35		67.57	
Lottery & Gaming Credit							
Net Property Tax				72,469.09		69,068.14	
School taxes reduced by school levy tax credit		\$4,712.84		Net Assessed Value Rate (Does NOT reflect credits)		0.017160374	
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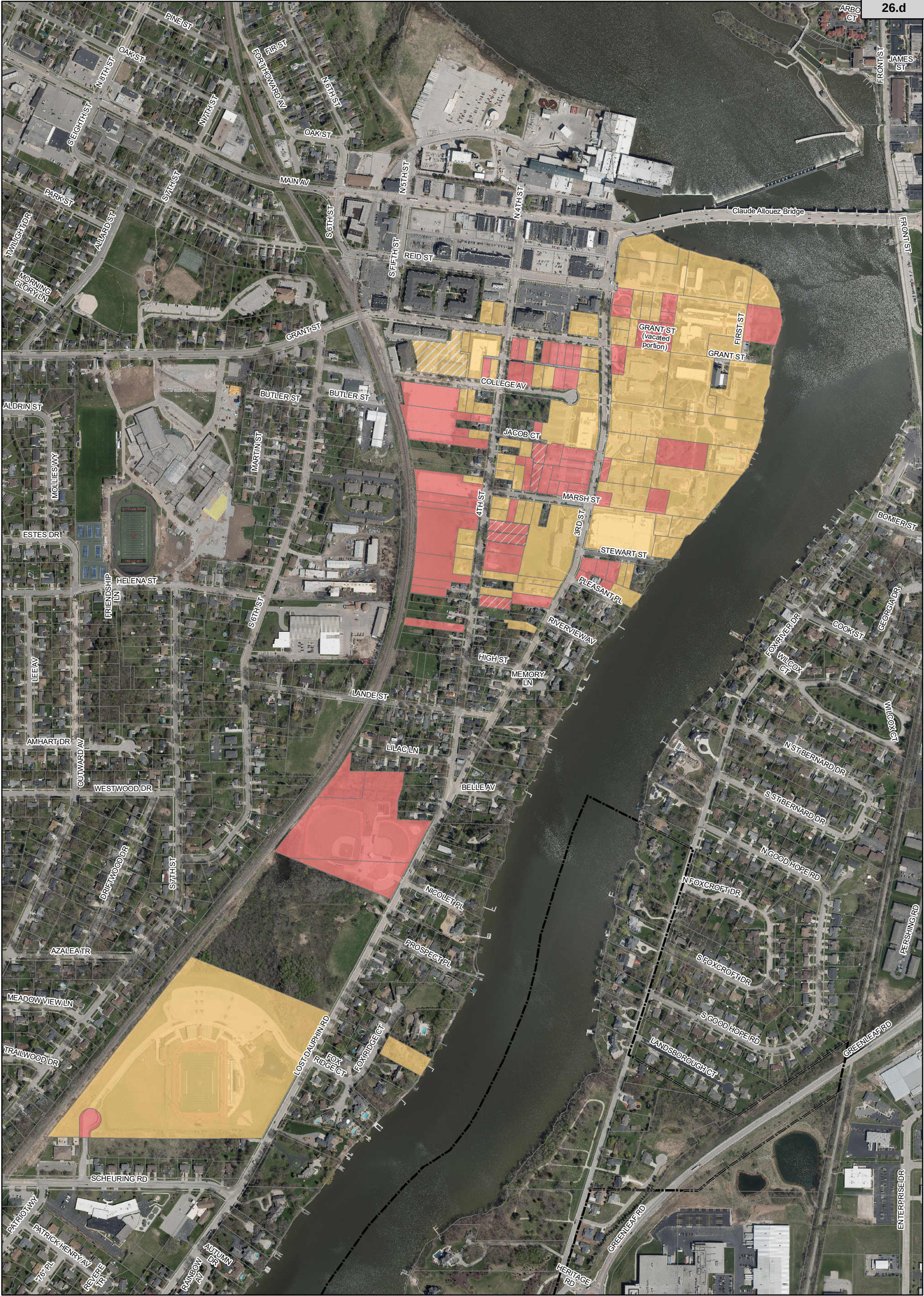
CITY OF DE PERE
TAX COLLECTION
335 S BROADWAY
DE PERE WI 54115

TAX BILL ENCLOSED
for WD-657

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

FORWARDING SERVICE REQUESTED

ST NORBERT COLLEGE INC
ST NORBERT COLLEGE ATTN:VP BUSINESS/FINANCE
100 GRANT ST
DE PERE WI 54115-2002





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 2-22-23 VOUCHERS (PDF)

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PACKET: 06961 FEB 2023 COUNCIL 2-21-23

**** CHECK LISTING ****

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP I-20295	A1 ELEVATOR CORP	R	2/21/2023		56.25CR	101651	56.25
4632	ACCURATE APPRAISAL LLC I-4018	ACCURATE APPRAISAL LLC	R	2/21/2023		60,800.00CR	101652	60,800.00
7583	ADVANCE AUTO PARTS I-6339-323954	ADVANCE AUTO PARTS	R	2/21/2023		13.57CR	101653	13.57
0007	AMBROSIUS SALES & SERVICE I-53867 I-53874 I-53945 I-53973 I-53974 I-53992	AMBROSIUS SALES & SERVICE AMBROSIUS SALES & SERVICE AMBROSIUS SALES & SERVICE AMBROSIUS SALES & SERVICE AMBROSIUS SALES & SERVICE AMBROSIUS SALES & SERVICE	R	2/21/2023 2/21/2023 2/21/2023 2/21/2023 2/21/2023 2/21/2023		143.28CR 0.84CR 18.04CR 77.28CR 2.37CR 2.50CR	101654 101654 101654 101654 101654 101654	244.31
0020	BADGERLAND PRINTING INC I-39336 I-39343 I-39399	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R	2/21/2023 2/21/2023 2/21/2023		91.00CR 75.00CR 594.00CR	101655 101655 101655	760.00
0023	BATTERIES PLUS LLC I-P59296342	BATTERIES PLUS LLC	R	2/21/2023		34.40CR	101656	34.40
6404	BAY AREA TESTING & CONSULTING LLC I-6284	BAY AREA TESTING & CONSULTING	R	2/21/2023		127.00CR	101657	127.00
0027	BAY TOWEL INC I-4457725 I-4463924	BAY TOWEL INC BAY TOWEL INC	R	2/21/2023 2/21/2023		194.89CR 116.00CR	101658 101658	310.89
8891	BAYCARE AURORA LLC I-188-CI0000340	BAYCARE AURORA LLC	R	2/21/2023		70.77CR	101659	70.77
3008	BOUND TREE MEDICAL LLC I-84841489	BOUND TREE MEDICAL LLC	R	2/21/2023		43.12CR	101660	43.12
0038	BROADWAY AUTOMOTIVE INC I-629112P I-630143P	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R	2/21/2023 2/21/2023		59.24CR 19.85CR	101661 101661	79.09

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PACKET: 06961 FEB 2023 COUNCIL 2-21-23

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-1341	BROWN COUNTY HIGHWAY DEPARTMEN	R	2/21/2023		45,314.02CR	101662	45,314.02
2944	BROWN COUNTY JAIL							
	I-DEPERE01.2023	BROWN COUNTY JAIL	R	2/21/2023		320.00CR	101663	320.00
0046	BROWN COUNTY PORT & RESOURCE RECOVERY							
	I-53396	BROWN COUNTY PORT & RESOURCE R	R	2/21/2023		28,817.20CR	101664	28,817.20
2984	BROWN COUNTY TREASURER							
	I-2023-1	BROWN COUNTY TREASURER	R	2/21/2023		90.00CR	101665	90.00
0536	CDW GOVERNMENT INC							
	C-GL33739	CDW GOVERNMENT INC	R	2/21/2023		805.60	101666	
	C-GL95569	CDW GOVERNMENT INC	R	2/21/2023		3,457.45	101666	
	I-GC22601	CDW GOVERNMENT INC	R	2/21/2023		3,457.45CR	101666	
	I-GD06177	CDW GOVERNMENT INC	R	2/21/2023		318.44CR	101666	
	I-GD18946	CDW GOVERNMENT INC	R	2/21/2023		107.58CR	101666	
	I-GG83073	CDW GOVERNMENT INC	R	2/21/2023		957.60CR	101666	
	I-GJ68182	CDW GOVERNMENT INC	R	2/21/2023		1,155.00CR	101666	
	I-GK01223	CDW GOVERNMENT INC	R	2/21/2023		100.70CR	101666	
	I-GK40790	CDW GOVERNMENT INC	R	2/21/2023		943.92CR	101666	
	I-GK85085	CDW GOVERNMENT INC	R	2/21/2023		13.06CR	101666	
	I-GK94987	CDW GOVERNMENT INC	R	2/21/2023		33.72CR	101666	2,824.42
8864	CENTER FOR INTERNET SECURITY INC							
	I-INV-230208-0043895	CENTER FOR INTERNET SECURITY I	R	2/21/2023		14,730.00CR	101667	14,730.00
2708	CLEANING SOLUTION SERVICES INC							
	I-22849	CLEANING SOLUTION SERVICES INC	R	2/21/2023		1,436.94CR	101668	
	I-22850	CLEANING SOLUTION SERVICES INC	R	2/21/2023		1,758.93CR	101668	
	I-22898	CLEANING SOLUTION SERVICES INC	R	2/21/2023		518.79CR	101668	3,714.66
8342	KYLE COLLINS							
	I-202302143856	KYLE COLLINS	R	2/21/2023		125.00CR	101669	125.00
7997	COMPLETE OFFICE							
	I-AR49018	COMPLETE OFFICE	R	2/21/2023		43.08CR	101670	
	I-AR49019	COMPLETE OFFICE	R	2/21/2023		55.28CR	101670	
	I-AR49020	COMPLETE OFFICE	R	2/21/2023		42.17CR	101670	
	I-AR49021	COMPLETE OFFICE	R	2/21/2023		59.44CR	101670	199.97

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7639	CORE & MAIN LP							
	I-S297227	CORE & MAIN LP	R	2/21/2023		675.00CR	101671	
	I-S304007	CORE & MAIN LP	R	2/21/2023		1,643.54CR	101671	
	I-S342700	CORE & MAIN LP	R	2/21/2023		40.00CR	101671	2,358.54
8027	CURB N DECOR LLC							
	I-23-842	CURB N DECOR LLC	R	2/21/2023		225.00CR	101672	225.00
7288	JESSICA DART							
	I-202302143857	JESSICA DART	R	2/21/2023		125.00CR	101673	
	I-202302143858	JESSICA DART	R	2/21/2023		179.47CR	101673	304.47
0075	DIGGERS HOTLINE INC							
	I-230 1 36401	DIGGERS HOTLINE INC	R	2/21/2023		260.06CR	101674	260.06
3212	DIXON ENGINEERING INC							
	I-23-0163	DIXON ENGINEERING INC	R	2/21/2023		1,750.00CR	101675	1,750.00
8970	EACCESS SOLUTIONS INC							
	I-PS-INV179882	EACCESS SOLUTIONS INC	R	2/21/2023		540.54CR	101676	540.54
5634	EGOV STRATEGIES LLC							
	I-INV-17491	EGOV STRATEGIES LLC	R	2/21/2023		2,056.00CR	101677	2,056.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2520610	EMERGENCY MEDICAL PRODUCTS INC	R	2/21/2023		174.49CR	101678	
	I-2522880	EMERGENCY MEDICAL PRODUCTS INC	R	2/21/2023		865.13CR	101678	1,039.62
0086	ERC INC							
	I-ERC-0223-1216	ERC INC	R	2/21/2023		578.12CR	101679	578.12
7422	EXCEL UNDERGROUND LLC							
	I-10315	EXCEL UNDERGROUND LLC	R	2/21/2023		2,274.05CR	101680	2,274.05
1499	FERGUSON ENTERPRISES LLC #3326							
	I-229957	FERGUSON ENTERPRISES LLC #3326	R	2/21/2023		1,810.35CR	101681	1,810.35
5173	FIRE RESCUE SUPPLY LLC							
	I-9872	FIRE RESCUE SUPPLY LLC	R	2/21/2023		1,290.00CR	101682	1,290.00
5124	FIRELINE SPRINKLER CORP							
	I-6551-23	FIRELINE SPRINKLER CORP	R	2/21/2023		255.00CR	101683	
	I-8037-23	FIRELINE SPRINKLER CORP	R	2/21/2023		265.00CR	101683	520.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0200	FIRST SUPPLY LLC							
	I-13537953-00	FIRST SUPPLY LLC	R	2/21/2023		203.81CR	101684	
	I-13560158-00	FIRST SUPPLY LLC	R	2/21/2023		1,858.67CR	101684	2,062.48
0835	FOSTER COACH SALES INC							
	I-25253	FOSTER COACH SALES INC	R	2/21/2023		84.28CR	101685	84.28
6170	DAN GATZ							
	I-202302143859	DAN GATZ	R	2/21/2023		1,350.00CR	101686	1,350.00
6923	GORDON FLESCH COMPANY INC.							
	I-IN14055004	GORDON FLESCH COMPANY INC.	R	2/21/2023		35.50CR	101687	35.50
0116	GRAINGER INC							
	I-9330579203	GRAINGER INC	R	2/21/2023		13.63CR	101688	
	I-9595384786	GRAINGER INC	R	2/21/2023		114.65CR	101688	128.28
7687	JAMES GREVE							
	I-202302143860	JAMES GREVE	R	2/21/2023		125.00CR	101689	125.00
1237	HASTINGS AIR ENERGY CONTROL							
	I-PS-I0000077	HASTINGS AIR ENERGY CONTROL	R	2/21/2023		433.92CR	101690	433.92
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-22-18 (1)	HURCKMAN MECHANICAL INDUSTRIES	R	2/21/2023		5,890.00CR	101691	5,890.00
0135	HYDROCLEAN EQUIPMENT INC							
	I-18527	HYDROCLEAN EQUIPMENT INC	R	2/21/2023		75.00CR	101692	75.00
5484	HYDROCORP INC							
	I-70601-IN	HYDROCORP INC	R	2/21/2023		2,787.00CR	101693	2,787.00
0991	IAFC MEMBERSHIP							
	I-202302143861	IAFC MEMBERSHIP	R	2/21/2023		215.00CR	101694	215.00
7810	IDEMIA IDENTITY & SECURITY USA LLC							
	I-154275	IDEMIA IDENTITY & SECURITY USA	R	2/21/2023		555.00CR	101695	555.00
1399	INDOFF INC							
	I-3622123	INDOFF INC	R	2/21/2023		231.28CR	101696	
	I-3625657	INDOFF INC	R	2/21/2023		54.19CR	101696	
	I-3628104	INDOFF INC	R	2/21/2023		157.92CR	101696	443.39

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6688	KIM JOHNSON I-202302143862	KIM JOHNSON	R	2/21/2023		125.00CR	101697	125.00
8364	JOHNSTONE SUPPLY I-6051904 I-6053848 I-6054402 I-6054471	JOHNSTONE SUPPLY JOHNSTONE SUPPLY JOHNSTONE SUPPLY JOHNSTONE SUPPLY	R	2/21/2023 2/21/2023 2/21/2023 2/21/2023		40.58CR 40.71CR 265.51CR 40.58CR	101698 101698 101698 101698	387.38
2602	JOSSART BROTHERS INC I-5412	JOSSART BROTHERS INC	R	2/21/2023		2,898.00CR	101699	2,898.00
1276	JX ENTERPRISES INC I-14523635	JX ENTERPRISES INC	R	2/21/2023		3,240.49CR	101700	3,240.49
3986	KIMPS ACE HARDWARE CORP I-400294	KIMPS ACE HARDWARE CORP	R	2/21/2023		1,250.00CR	101701	1,250.00
4584	KRUCZEK CONST INC I-202302143863	KRUCZEK CONST INC	R	2/21/2023		8,581.88CR	101702	8,581.88
7563	MATTHEW LECLAIR I-202302143864	MATTHEW LECLAIR	R	2/21/2023		117.09CR	101703	117.09
7446	MACQUEEN EQUIPMENT I-P27595	MACQUEEN EQUIPMENT	R	2/21/2023		129.22CR	101704	129.22
0173	MENARDS INC I-10621 I-10938 I-10944 I-10968 I-10991 I-11286 I-11325 I-11389 I-9817	MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC	R	2/21/2023 2/21/2023 2/21/2023 2/21/2023 2/21/2023 2/21/2023 2/21/2023 2/21/2023 2/21/2023		93.07CR 15.98CR 124.99CR 12.98CR 45.43CR 21.41CR 149.90CR 12.99CR 13.21CR	101705 101705 101705 101705 101705 101705 101705 101705 101705	489.96
5381	METAL SUPERMARKETS GREEN BAY INC I-1047589	METAL SUPERMARKETS GREEN BAY I	R	2/21/2023		42.08CR	101706	42.08
8971	DEAN MOREAU I-202302143865	DEAN MOREAU	R	2/21/2023		125.00CR	101707	125.00

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PACKET: 06961 FEB 2023 COUNCIL 2-21-23

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8431	MULTI MEDIA CHANNELS LLC							
	I-61438	MULTI MEDIA CHANNELS LLC	R	2/21/2023		200.87CR	101708	200.87
7606	NORTHCENTRAL TECHNICAL COLLEGE							
	I-202302143867	NORTHCENTRAL TECHNICAL COLLEGE	R	2/21/2023		30.00CR	101709	30.00
0531	NORTHEAST AUTO PARTS INC							
	C-379833	NORTHEAST AUTO PARTS INC	R	2/21/2023		63.51	101710	
	C-381463	NORTHEAST AUTO PARTS INC	R	2/21/2023		10.00	101710	
	C-381900	NORTHEAST AUTO PARTS INC	R	2/21/2023		385.34	101710	
	I-381240	NORTHEAST AUTO PARTS INC	R	2/21/2023		61.47CR	101710	
	I-381447	NORTHEAST AUTO PARTS INC	R	2/21/2023		99.95CR	101710	
	I-381512	NORTHEAST AUTO PARTS INC	R	2/21/2023		11.69CR	101710	
	I-381688	NORTHEAST AUTO PARTS INC	R	2/21/2023		323.34CR	101710	
	I-381734	NORTHEAST AUTO PARTS INC	R	2/21/2023		7.10CR	101710	
	I-381950	NORTHEAST AUTO PARTS INC	R	2/21/2023		24.15CR	101710	
	I-382142	NORTHEAST AUTO PARTS INC	R	2/21/2023		87.04CR	101710	155.89
5433	NORTHEAST WI TECH COLLEGE							
	I-CS36572	NORTHEAST WI TECH COLLEGE	R	2/21/2023		200.00CR	101711	200.00
3250	NORTHERN LAKE SERVICE							
	I-23000791	NORTHERN LAKE SERVICE	R	2/21/2023		110.00CR	101712	
	I-2301310	NORTHERN LAKE SERVICE	R	2/21/2023		1,285.00CR	101712	1,395.00
8327	OSBURN ASSOCIATES INC							
	I-298985	OSBURN ASSOCIATES INC	R	2/21/2023		175.02CR	101713	175.02
0208	POMP'S TIRE SERVICE INC							
	I-90082514	POMP'S TIRE SERVICE INC	R	2/21/2023		840.06CR	101714	840.06
1246	PREVEA HEALTH							
	I-141700	PREVEA HEALTH	R	2/21/2023		148.10CR	101715	148.10
1807	RDJ SPECIALTIES INC							
	I-115710	RDJ SPECIALTIES INC	R	2/21/2023		693.10CR	101716	
	I-115719	RDJ SPECIALTIES INC	R	2/21/2023		384.33CR	101716	1,077.43
0227	REINDERS INC							
	I-6026309-00	REINDERS INC	R	2/21/2023		268.50CR	101717	
	I-6026779-00	REINDERS INC	R	2/21/2023		430.13CR	101717	
	I-6026779-01	REINDERS INC	R	2/21/2023		203.51CR	101717	
	I-6026949-00	REINDERS INC	R	2/21/2023		312.13CR	101717	1,214.27

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0158	ROBERT E LEE & ASSOCIATES INC							
	I-83364	ROBERT E LEE & ASSOCIATES INC	R	2/21/2023		2,973.25CR	101718	
	I-83365	ROBERT E LEE & ASSOCIATES INC	R	2/21/2023		3,144.00CR	101718	
	I-83366	ROBERT E LEE & ASSOCIATES INC	R	2/21/2023		11,700.28CR	101718	
	I-83367	ROBERT E LEE & ASSOCIATES INC	R	2/21/2023		19,015.89CR	101718	
	I-83368	ROBERT E LEE & ASSOCIATES INC	R	2/21/2023		3,634.50CR	101718	
	I-83369	ROBERT E LEE & ASSOCIATES INC	R	2/21/2023		23.75CR	101718	40,491.67
8178	KYLE ROUCE							
	I-202302143868	KYLE ROUCE	R	2/21/2023		125.00CR	101719	125.00
0235	SAINT VINCENT HOSPITAL							
	I-2669	SAINT VINCENT HOSPITAL	R	2/21/2023		79.98CR	101720	79.98
1	SKLENA, AMY							
	I-202302143869	MAILBOX	R	2/21/2023		75.00CR	101721	75.00
0959	BERNARD SKOVIK							
	I-202302143870	BERNARD SKOVIK	R	2/21/2023		125.00CR	101722	125.00
4973	STAFFORD ROSENBAUM LLP							
	I-1277232	STAFFORD ROSENBAUM LLP	R	2/21/2023		1,918.00CR	101723	1,918.00
7503	STANGEL INC							
	I-8756	STANGEL INC	R	2/21/2023		550.00CR	101724	550.00
3378	STRYKER SALES CORP							
	I-11546931 DM	STRYKER SALES CORP	R	2/21/2023		3,612.90CR	101725	
	I-11546934	STRYKER SALES CORP	R	2/21/2023		3,662.90CR	101725	
	I-11546938 DM	STRYKER SALES CORP	R	2/21/2023		3,662.90CR	101725	10,938.70
3253	BILL TEWS							
	I-202302143871	BILL TEWS	R	2/21/2023		79.13CR	101726	79.13
7689	CHAD THOMSON							
	I-202302143872	CHAD THOMSON	R	2/21/2023		101.85CR	101727	101.85
8774	MCKENZIE THOMSON							
	I-202302143873	MCKENZIE THOMSON	R	2/21/2023		125.00CR	101728	125.00
7888	TITLETOWN DRONES LLC							
	I-23-402	TITLETOWN DRONES LLC	R	2/21/2023		199.00CR	101729	199.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1301	TRACE ANALYTICS INC							
	I-23-00783	TRACE ANALYTICS INC	R	2/21/2023		376.28CR	101730	376.28
0267	TRAFFIC & PARKING CONTROL INC							
	I-1745155	TRAFFIC & PARKING CONTROL INC	R	2/21/2023		4,083.55CR	101731	
	I-1745768	TRAFFIC & PARKING CONTROL INC	R	2/21/2023		319.69CR	101731	
	I-1746177	TRAFFIC & PARKING CONTROL INC	R	2/21/2023		72.50CR	101731	4,475.74
0417	TWEET GAROT MECHANICAL INC							
	I-119832	TWEET GAROT MECHANICAL INC	R	2/21/2023		2,194.00CR	101732	2,194.00
0272	UNIFORM SHOPPE INC							
	I-330090	UNIFORM SHOPPE INC	R	2/21/2023		51.50CR	101733	
	I-330093	UNIFORM SHOPPE INC	R	2/21/2023		194.75CR	101733	
	I-330094	UNIFORM SHOPPE INC	R	2/21/2023		167.90CR	101733	
	I-330095	UNIFORM SHOPPE INC	R	2/21/2023		72.90CR	101733	
	I-330096	UNIFORM SHOPPE INC	R	2/21/2023		115.90CR	101733	
	I-330199	UNIFORM SHOPPE INC	R	2/21/2023		218.85CR	101733	
	I-330390	UNIFORM SHOPPE INC	R	2/21/2023		217.85CR	101733	
	I-330391	UNIFORM SHOPPE INC	R	2/21/2023		107.40CR	101733	
	I-330540	UNIFORM SHOPPE INC	R	2/21/2023		65.95CR	101733	
	I-330599	UNIFORM SHOPPE INC	R	2/21/2023		196.90CR	101733	1,409.90
8973	JOSH VAN LAANEN							
	I-202302143874	JOSH VAN LAANEN	R	2/21/2023		125.00CR	101734	125.00
0277	VAN'S FIRE & SAFETY INC							
	I-4167779	VAN'S FIRE & SAFETY INC	R	2/21/2023		584.68CR	101735	584.68
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-12402	VANDEN PLAS PORTABLE SOLUTIONS	R	2/21/2023		154.88CR	101736	154.88
3085	VANDERLOOP'S SHOES INC							
	I-I04-10067321	VANDERLOOP'S SHOES INC	R	2/21/2023		125.00CR	101737	
	I-I04-10067522	VANDERLOOP'S SHOES INC	R	2/21/2023		125.00CR	101737	
	I-I04-10067726	VANDERLOOP'S SHOES INC	R	2/21/2023		125.00CR	101737	
	I-I04-10067952	VANDERLOOP'S SHOES INC	R	2/21/2023		335.00CR	101737	710.00
7328	PAT VANRITE							
	I-202302143875	PAT VANRITE	R	2/21/2023		125.00CR	101738	125.00
8974	GREG VEESAR							
	I-202302143876	GREG VEESAR	R	2/21/2023		125.00CR	101739	125.00

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3707	VIKING ELECTRIC SUPPLY							
	C-S006610071.001	VIKING ELECTRIC SUPPLY	R	2/21/2023		34.68	101740	
	I-S006138352.002	VIKING ELECTRIC SUPPLY	R	2/21/2023		39,709.08CR	101740	
	I-S006610084.001	VIKING ELECTRIC SUPPLY	R	2/21/2023		120.36CR	101740	
	I-S006610113.001	VIKING ELECTRIC SUPPLY	R	2/21/2023		893.07CR	101740	40,687.83
1798	VILLA REAL							
	I-LC-1-50532	VILLA REAL	R	2/21/2023		64.90CR	101741	64.90
3311	VINTON CONSTRUCTION CORP							
	I-22-20 (4) FINAL	VINTON CONSTRUCTION CORP	R	2/21/2023		40,952.89CR	101742	40,952.89
7325	JESSE WEGNER							
	I-202302143877	JESSE WEGNER	R	2/21/2023		125.00CR	101743	125.00
0282	WESCO DISTRIBUTION INC							
	I-793302	WESCO DISTRIBUTION INC	R	2/21/2023		184.65CR	101744	184.65
2645	WI DEPT OF JUSTICE							
	I-202302143878	WI DEPT OF JUSTICE	R	2/21/2023		7.00CR	101745	7.00
7527	WI DEPT OF JUSTICE							
	I-455TIME-0000013852	WI DEPT OF JUSTICE	R	2/21/2023		825.00CR	101746	825.00
0294	WI DEPT OF TRANSPORTATION BBS							
	I-395-0000294315	WI DEPT OF TRANSPORTATION	R	2/21/2023		11,198.30CR	101747	
	I-395-0000294351	WI DEPT OF TRANSPORTATION BBS	R	2/21/2023		5,564.42CR	101747	
	I-680-00000000893	WI DEPT OF TRANSPORTATION BBS	R	2/21/2023		700.00CR	101747	17,462.72
6469	WI DOCUMENT IMAGING							
	I-197246	WI DOCUMENT IMAGING	R	2/21/2023		960.17CR	101748	960.17
7710	WI HUMANE SOCIETY							
	I-2465	WI HUMANE SOCIETY	R	2/21/2023		5,150.00CR	101749	5,150.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	99	0.00	382,197.98	382,197.98
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	99	0.00	382,197.98	382,197.98

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	2/2023	151,366.04CR
201	2/2023	8,565.34CR
208	2/2023	18.25CR
280	2/2023	22,657.01CR
295	2/2023	22,657.01CR
405	2/2023	99,235.68CR
415	2/2023	39,709.08CR
601	2/2023	33,325.36CR
650	2/2023	4,664.21CR
=====		
ALL		382,197.98CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 22, 2023

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Discussion and Possible Action on Potential Acquisition of Private Property for Public Purposes.
