



Common Council

335 South Broadway

Regular Meeting

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

Agenda

Wednesday, February 17, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **February 17, 2016** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

Call to order.

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the February 2, 2016 Common Council Minutes.
4. A Public Hearing on a Conditional Use to allow student housing at 103 Grant Street.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #16-13. Authorizing and Approving a Conditional Use Permit (Part of Parcel WD-697).
5. Public comment upon matters not on the agenda or other comments.
6. Presentation of Proclamation by Mayor Walsh Proclaiming Angel Hon, Hayden Hoffman and Megan Kuehl "De Pere Hometown Heroes".
7. Recommendation from the Finance & Personnel Committee to award the Fire Station #2 Renovation contract to RJM Construction, LLC in the amount of \$261,950.
8. Recommendation from the Board of Public Works to Award the Contract for Project 16-04A Utility & Pond Construction to Kruczek Construction Incorporated in the Amount of \$986,986.86
9. Recommendation from the Board of Public Works to Award the Contract for Project 16-04B Concrete Street Construction/Reconstruction to Relyco, Inc. In the Amount of \$1,646,773.23
10. Recommendation from the Board of Public Works to Award the Contract for Project 16-06 2016 Concrete Pavement Patching to Sommers Construction Company, Inc. in the Amount of \$311,899.50.
11. Recommendation from the Board of Public Works to Award the Contract for Project 16-09 Pond and Drainage System Construction to Kruczek Construction Incorporated in the Amount of \$573,573.73.

12. Recommendation from the Board of Public Works to Award the Contract for Project 16-16 Southbridge Road Wing Wall Repair to Highway Landscapers, Inc. in the Amount of \$54,452.00.
13. Resolution #16-14, Disallowance of Claim (Dave and Michelle DeLeeuw).
14. Resolution #16-15, Disallowance of Claim (Tara and Joseph Silbernegel).
15. Resolution #16-16, Authorizing Agreement for Consulting Services Between the City of De Pere and Hanging Gardens LLC (Green Roof Design).
16. Resolution #16-17, Authorizing Agreement for Contractor Services Between the City of De Pere and Excel Underground, LLC (Utility Locating Services).
17. Resolution #16-18, Authorizing Amendment to Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and JDL3 Properties, LLC.
18. Resolution #16-19, Authorizing Third Amendment to Agreement Regarding Option to Purchase Certain Property Between the City of De Pere and Karman Development, LLP.
19. Resolution #16-20, Authorizing Agreement for Consultant Services Between the City of De Pere and Springsted, Incorporated (Tax Increment Financing District #7 Amendment No. 2).
20. Resolution #16-21, Ratifying Additional Soil Sampling and Analysis and Phase I Environmental Analysis Agreement with AECOM Technical Services, Inc. (AECOM).
21. Resolution #16-22, Authorizing City of De Pere and Associated Bank N.A., Green Bay Escrow Agreement to Assure Distribution of Expended Funds (Tax Increment Financing District #6).
22. Southern Bridge Project Update.
23. Appointments to boards and commissions by Mayor Walsh.
24. Voucher Approval.
25. Operator License Applications.
26. Future Agenda Items.
27. Resolution #16-23, Ratifying Contract with the De Pere Police Benevolent Association.

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.

28. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Patrick Wrenn, St. Norbert College
Angel Hon
Megan Kuehl
Hayden Hoffman
Timothy Page, Highway Landscapers
John Kruczek, Kruczek Construction, Inc.
Dave McKewin, Sommers Construction
Val Tereshchenko, Relyco, Inc.
Dave & Michelle DeLeeuw
Tara & Joseph Silbernagel
Brendan Matthews
Dave Dewick

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: February 17, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the February 2, 2016 Common Council Minutes.

ATTACHMENTS:

- 2-2-2016 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, February 2, 2016

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on February 2, 2016 at 7:30 PM De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
Kevin Bauer	Alderman	Present
James Boyd	Alderman	Present
Scott Crevier	Alderman	Present
Michael Donovan	Alderman	Present
Jim Kneiszel	Alderman	Present
Larry Lueck	Alderman	Present
Dean Raasch	Alderman	Present
Lisa Rafferty	Alderman	Present

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the January 19, 2016 Common Council Meeting.
Mayor Walsh thanked everyone for attending the meeting despite the bad weather.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderman
SECONDER: Lisa Rafferty, Alderman
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

4. Public comment upon matters not on the agenda or other announcements. None.
5. Recommendation from the License Committee on an Application for Change of Agent submitted by El Presidente Mexican Restaurant, LLC.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kevin Bauer, Alderman
SECONDER: Dean Raasch, Alderman
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

6. Recommendation from the Plan Commission for a two (2) lot CSM along Southbridge Rd. Surveyor: Steve Bieda, Mau and Associates

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderman
SECONDER: Kevin Bauer, Alderman
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

7. Recommendation from the Board of Park Commissioners to approve Tree Donation from the GB Packers, WDNR, GB Packaging & SCA.

Attachment: 2-2-2016 Common Council Minutes (4362 : Approval of the Minutes of the February 2, 2016 Common Council Minutes.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

8. Recommendation from the Board of Park Commissioners to Accept Donation from American Transmission Company (ATC) for use in the Urban Orchard program.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

9. Resolution #16-11, Authorizing License Agreement Between the City of De Pere and Fox River Boat Holding Company, LLC.

This item was addressed before Item #5.

Alderperson Kneiszel moved, seconded by Alderperson Rafferty to open the meeting. Upon vote, motion carried unanimously. No one wished to speak. Alderperson Bauer moved, seconded by Alderperson Kneiszel to close the meeting. Upon vote, motion carried unanimously. Upon motion to approve the resolution, motion carried unanimously. A roll call vote was taken on the item and the vote was unanimous.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

10. Resolution #16-12, Authorizing Agreement for Consulting Services Between the City of De Pere and Vierbicher Associates, Inc. (Aquatic Facility Location Study).

Alderperson Crevier asked why we need to have a consultant make this location decision for the City.

Parks Director Marty Kosobucki explained that the Park Board and staff wanted to hire a consultant to make the decision. The subject of eliminating our existing pools is going to receive a lot of input from the community and the City would like to have an unbiased opinion from an outside consultant. The consultant will also research the option of coordinating with the YMCA to build an aquatic center. A consultant brings a level of expertise that better suites them to review this over the City. Discussion followed. Upon roll call vote on the resolution, motion carried 7-1 with Alderperson Crevier voting nay.

RESULT:	ADOPTED [7 TO 1]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Bauer, Boyd, Donovan, Kneiszel, Lueck, Raasch, Rafferty
NAYS:	Scott Crevier

11. Operator License Applications.

CITY OF DE PERE -February 2, 2016					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	SCHUMACHER, JEREMY R.	301 N. 6TH ST.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	KAUFERT, MELISSA A.	1600 N. LEONA ST.	APPLETON	WI	54911
2	KRAMER JR., WILLIAM A.	365 MAIN AVE., APT. 1	DE PERE	WI	54115
3	RASMUSSEN, CARRIE L.	40 WEIMAR CT.	APPLETON	WI	54915
4	SADOWSKI, MORGAN L.	1510 ST. AGNES DR.	GREEN BAY	WI	54304
5	SCHMIDT, AMBER N.	3901 EAST RIVER DR.	GREEN BAY	WI	54301

Aldersperson Bauer moved, seconded by Aldersperson Raasch to approve Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.

Aldersperson Bauer moved, seconded by Aldersperson Boyd to table Operator License Application #4 and to approve Operator License Applications #1-3 and 5. Upon vote, motion carried unanimously.

12. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

13. Future agenda items. None.

14. Adjournment.

Aldersperson Bauer moved, seconded by Aldersperson Raasch to adjourn the meeting at 7:46 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2016

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: Resolution #16-13. Authorizing and Approving a Conditional Use Permit (Part of Parcel WD-697).

The Plan Commission voted to recommend approval of the conditional use at its January 25, 2016 meeting.

ATTACHMENTS:

- Reso16-13 (DOCX)
- PC_Staff Memo_CU_SNC (PDF)
- SNC_CU_201601201351 (PDF)

RESOLUTION #16-13

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Part of Parcel WD-697)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 17th day of February, 2016 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-39(2)(a), De Pere Municipal Code, for purposes of permitting within the R-2 Single and Two Family Residence District Zone, student housing at 103 Grant Street.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-13 (4346 : Resolution #16-13, CU_SNC)

Item 8: Conditional Use Application for renovation of the St. Norbert College St. Joseph Priory (A portion of WD-697) in a Single and Two Family (R2) Zoning District. Applicant: St. Norbert College*

St. Norbert College (SNC) submitted a Conditional Use Permit request to convert the St. Joseph Priory to new dorm rooms. A conditional use is required for the property because one had not been in place for this parcel previously, and to be in line with the City's Zoning Code.

The College proposed to convert the Priory into 36 rooms and 2 suites. The 36 rooms will each have two students per room, totaling 72 students. Each suite will be utilized for visiting professors, with one person per suite; for a total of 74 occupants. No new parking is proposed and students will be required to park in current student lots. These dorms are not new additional rooms, but will be replacing rooms currently located at Riverside and Vander Zanden dormitories, which will be taken offline this summer. The Riverside and Vander Zanden dorm buildings are scheduled to be demolished this summer as part of a proposed First Street project.

As a land use, dormitories are consistent with uses typical of a college campus. Because the proposed project is replacing current housing units, and not proposing new units, there should be no additional parking need.



Figure 1 Site location

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	X		
Will the proposed building be architecturally compatible with those in the surrounding area?			X
Will the condition create a:			
1. Noise problem		X	
2. Traffic problem		X	
3. Parking problem (see additional text in this staff report)		X	
4. Highway Access problem			X
5. Garbage disposal problem		X	
6. Policy and Fire protection problem		X	
7. Be hazardous to children		X	

City of De Pere
Staff Comments

Plan Commission
January 25, 2016

8. Lighting problem		X	
9. Sewage disposal problem		X	
10. Water supply problem		X	
11. Runoff or drainage problems		X	
12. Windblown articles		X	
13. Water pollution		X	
14. Air pollution		X	
15. Wind erosion		X	
Would the new use of the property have an adverse effect on population densities?		X	
Would the property insurance rates increase for adjoining owners?		X	
Would the granting of the conditional use be detrimental to the environment?		X	
Would the proposed use add or create a floodplain problem?		X	
Would prime agricultural land be destroyed if approved?		X	
Will this use have an adverse effect on a school district?		X	
Will this change decrease adjacent property values?		X	
Will the use add to the economic growth of the labor and industry of Brown County?		X	
Is the conditional use primarily for a speculative income return?		X	

Recommendation

Staff recommends approval of the Conditional Use Permit request to convert the St. Joseph Priory into 36 dorm rooms and 2 professor suites. The Recommendation from the Plan Commission will be forwarded to City Council for action.

		CITY OF DE PERE	Fee: \$ 290.00
		APPLICATION FOR CONDITIONAL USE	Receipt #: 109225
			Date: 1-20-16

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) St. Norbert College	Authorized Representative Patrick Wrenn	Title Director of Facilities	
Mailing Address 100 Grant Street	City De Pere	State WI	ZIP Code 54115-2099
Email Address patrick.wrenn@snc.edu	Phone Number (incl. area code) 920-403-3176	Fax Number (incl. area code) 920-403-4066	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) same	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 103 Grant Street	Parcel No. WD-692
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SECTION 4: Proposed Conditional Use

Existing Zoning:	R-2
Present Use of Parcel:	Long term housing for individuals with one person per room or suite
Proposed Use of Parcel:	Short term housing for students with two people per room and one person per suite
Present Use of Adjacent Properties:	Adjacent properties consist of student housing, academic buildings, and a church

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) Patrick Wrenn	Title Director of Facilities	Phone Number 920-403-3176
Signature of Applicant 		Date Signed 01-13-2016

A plan consisting of all applicable information listed on the attached shall be submitted with this application.

TO BE COMPLETED BY CITY STAFF

A Conditional Use Permit is authorized by the De Pere Zoning Code, Section(s):

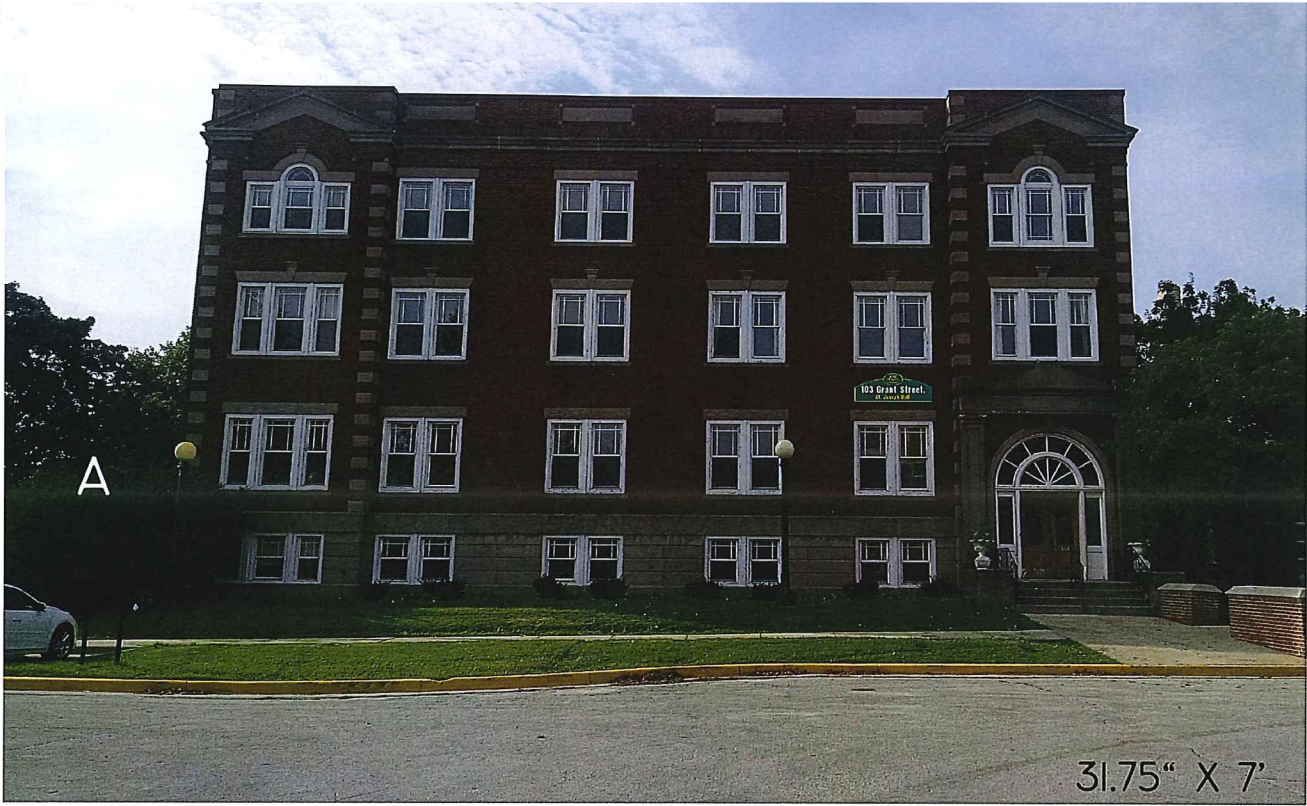
St. Joseph Priory Renovation

Start date – immediately

Finish date – May 15, 2016

Work to include the following:

- Rewiring of all electrical to include adding ground wires
- Replacement of plumbing lines and fixtures, State plan submittal by contractor
- Installation of new fire alarm system, State plan submittal by contractor
- Installation of new fire sprinkler system, State plan submittal by contractor
- New flooring
- New drop ceilings
- New lighting
- Renovation of lower basement level kitchen, dining, and lounge area
- New exterior entrance on North end of building to accommodate ADA access
- Installation of wheelchair lift from 1st floor to basement level, State plan submittal by contractor
- Modernization of existing elevator, State plan submittal by contractor
- All floorplan drawings, demo drawings by Performa Architects & Engineers, State plan submittal by Performa

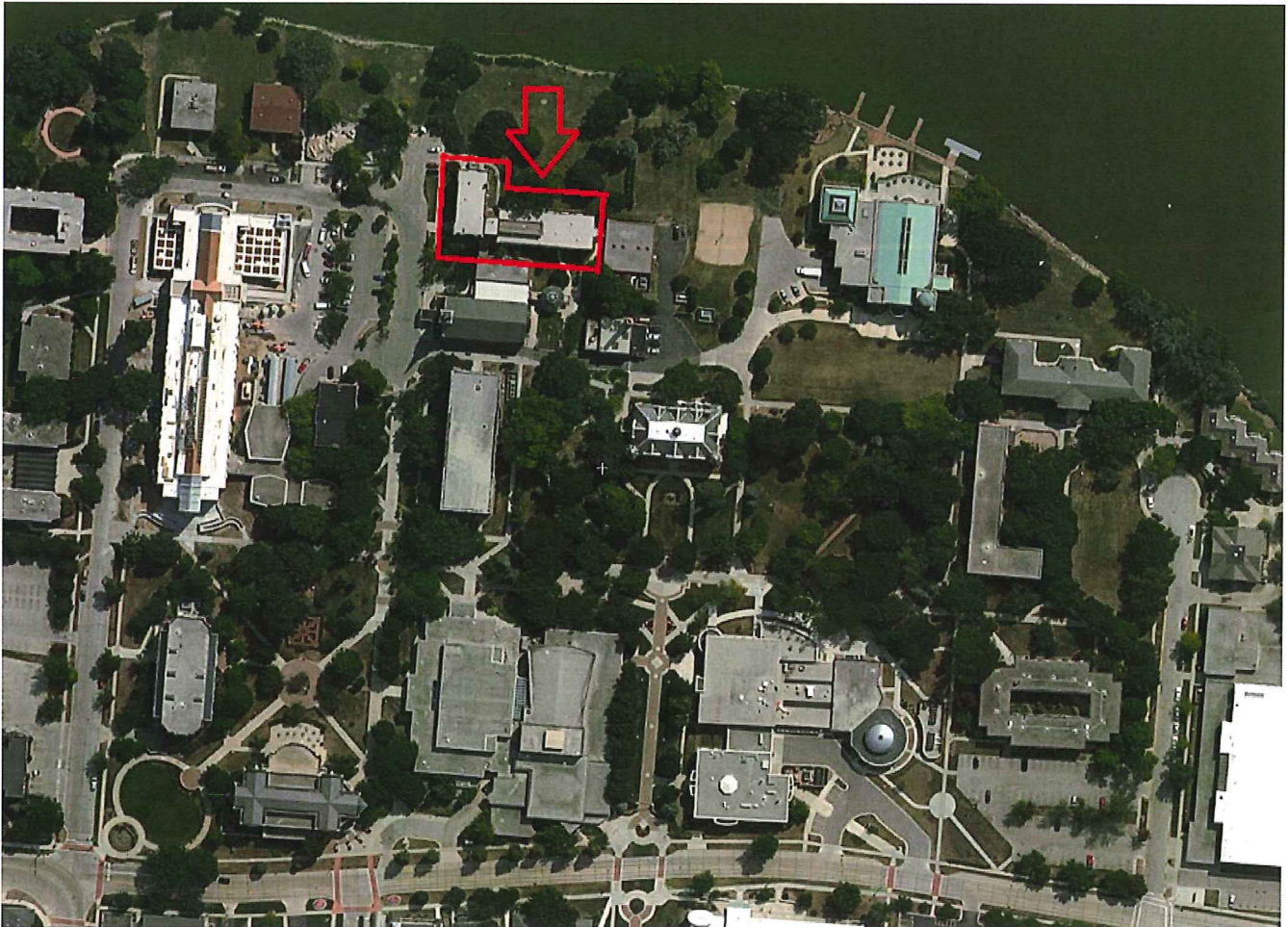


8070 HOLLYHURST WAY GREEN BAY, WI 53004

LAYOUT

☐ APPROVED ☐ CHANGES

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WITHOUT PERMISSION
SALESPERSON



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

MEETING DATE: February 17, 2016

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Presentation of Proclamation by Mayor Walsh Proclaiming Angel Hon, Hayden Hoffman and Megan Kuehl "De Pere Hometown Heroes".

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: February 17, 2016

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Recommendation from the Finance & Personnel Committee to award the Fire Station #2 Renovation contract to RJM Construction, LLC in the amount of \$261,950.

ATTACHMENTS:

- FIRE STATION 2 RENOVATION (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief *DL Rubin*

Date: February 9, 2016

Re: Fire Station 2 Renovation – Construction Contractor Selection

The Fire Department received five (5) bid proposals to provide construction materials and workmanship needed to complete the renovation at Fire Station 2 located at 1180 Grant Street (West Side). The five (5) sealed bids that were received were based on the construction documents (drawings and written plans) that were developed and distributed by the project Architectural Firm, SEH, Inc. of Appleton, Wisconsin. The final plan was reviewed and approved by the Fire Rescue Department's Renovation Team and senior leadership. The project action plan steps that are being followed include:

1. Conceptual Design
 - a. Meet with staff to evaluate the current facility and review staff concerns and gather input.
 - b. Review applicable state and/or zoning codes.
 - c. Review past plans for the fire station.
 - d. Based on research and data, generate a preliminary ADA compliant design incorporating energy efficiency and LEED considerations for review with staff.
 - e. Provide recommendations on temporary living facilities.
 - f. Minimize impacts to materials that could potentially contain asbestos.
 - g. Finalize design.
 - h. Generate a preliminary estimate for the project.
2. Design Development
 - a. Develop final plans and specifications.
 - b. Prepare and submit plans for state approval.
 - c. Prepare a summary of quantities and construction cost opinion.
 - d. Prepare documents for bidding.
3. Construction Bidding and Administration
 - a. Provide bidding documents (the City will provide general conditions).
 - b. Address questions during the bidding.
 - c. Attend bid opening and evaluate bids.
 - d. Make a recommendation to the City.

Request for proposals (RFP) were downloaded by ten (10) Wisconsin construction companies. A total of five (5) sealed bid proposals were received. The sealed bid opening took place at the Municipal Service Center in the large Conference Room on Thursday, January 14, 2016 at 2:00 p.m. Representing the City of De Pere was Mr. Pat Fehrenbach of SEH, Inc.; City Engineer Eric Rakers and Fire Chief Dennis L. Rubin.

The bid opening revealed the followingⁱ:

Construction Company Bidder	Amount of Bid
RJM Construction of Black Creek	\$261,950
Zeise Construction of Green Bay	\$299,000
Milbach Construction of Kaukauna	\$317,900
Cardinal Construction of Fond du Lac	\$366,532
IEI General Contractors of De Pere	\$369,250

Considering the base bid amount; the bidder pre-qualification review; and the input from the project Architect; City Staff is recommending that the Common Council contracts with RJM Construction of Black Creek, WI to complete the Fire Station 2 renovation work at a cost of \$261,950. The detailed breakdown bid sheet calculationⁱⁱ is attached to this staff report.

The Fire Station 2 remodel project allocation is a total of \$500,000. The funding is included in the Capital Improvement Program (CIP) budget line item. This funding includes the above identified construction costs, architectural design and inspection, project contingency, asbestos abatement contingency, appliances, technology and furniture upgrades. I am pleased to point out that this project is on-budget and should be completed within a reasonable timeframe.”

Finally, once this project is approved by the City Council, the cycle time for this project (from start to completion) will be discussed with the selected contractor. The expectation, barring unforeseen circumstances will be four (4) months. This project will come in on budget and within a reasonable timeframe.

Thank you for your consideration of this request. We respectfully urge the Finance and Personnel Committee to approve this request and forward it for final approval by the City of De Pere Common Council.

ⁱ SEH, Inc. “Bids Received” matrix

ⁱⁱSEH, Inc. Detailed Bid Form



BIDS RECEIVED

City of De Pere
Fire Station #2 - Remodel
Project Manager: Pat Fehrenbach

Bid Date: 2:00 pm January 14, 2016

BIDDER	5% BID BOND Y/N	ADDENDUM 1 Y/N	NON COLLUSION Y/N	BASE BID AMOUNT	ALTERNATE #1: ALT FIRST FLOOR PLAN	ALTERNATE #2: ALT BASEMENT PLAN	ALTERNATE #3: KEEP EXISTING MECHANICAL	ALTERNATE: #4 NO FIRE PROT. IN APP. BAY	ALTERNATE TOTALS:
Milbach Constrction Kaukauna, WI	Y	Y	Y	\$317,900.00	-\$19,900.00	-\$15,840.00	-\$5,580.00	-\$3,358.00	-\$44,678.00
Cardinal Construction Fond du Lac, WI	Y	Y	Y	\$366,532.00	-\$21,190.00	-\$21,340.00	-\$4,360.00	-\$7,130.00	-\$54,020.00
Zeise Construction, Green Bay WI	Y	Y	Y	\$299,000.00	-\$28,000.00	-\$24,950.00	-\$4,300.00	-\$2,400.00	-\$59,650.00
RJM Construction Black Creek, WI	Y	Y	Y	\$261,950.00	-\$23,000.00	-\$20,700.00	-\$5,200.00	-\$3,250.00	-\$52,150.00
IEI General Contractors De Pere, WI	Y	Y	N	\$369,250.00	-\$19,785.00	-\$20,875.00	-\$4,075.00	-\$5,800.00	-\$50,535.00

DOCUMENT 00411 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: RJM Construction LLC
- B. Project Name: **De Pere Fire Station #2 - Remodel**
- C. Project Location: **1180 Grant Street**
- D. Owner: **City of De Pere**
- E. Architect: **Short Elliott Henderickson, Inc. (SEH)**
- F. Architect Project Number: **DEPEW 133719**

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Short Elliott Henderickson, Inc. (SEH), having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two Hundred Sixty One Thousand Nine Hundred Fifty & ⁰⁰/₁₀₀ Dollars (\$ 261,950.⁰⁰).
2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004323 "Alternates Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Thirteen Thousand Ninety Eight & ⁰⁰/₁₀₀ Dollars (\$ 13,098.⁰⁰).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: RJM Construction
2. Masonry Work: RJM Construction
3. Roofing Work: RJM Construction
4. Plumbing Work: Jim's Plumbing
5. HVAC Work: Boucher Heating
6. Electrical Work: Meulmans Brothers Electric
7. Demolition Work: RJM Construction
8. Carpentry Work: RJM Construction
9. Painting Work: Go Green Painting

1.5 TIME OF COMPLETION

- A. Contractor's anticipated date of completion of all Work: June 15th
- B. Upon award of contract, contractor shall submit a work schedule to owner and architect.

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 1/8/16
2. Addendum No. 2, dated _____
3. Addendum No. 3, dated _____
4. Addendum No. 4, dated _____

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Alternates.
2. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Wisconsin, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 14th day of January, 2018.

DEPEW 133719

De Pere Fire Station #2 - Remodel

12/15

- B. Submitted By: RJM Construction LLC (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Ryan J. Mintschmidt (Type or print name).
- E. Title: Member (Owner/Partner/President/Vice President).
- F. Witness By: [Handwritten Signature] (Handwritten signature).
- G. Attest: [Handwritten Signature] (Handwritten signature).
- H. By: Robert J. Glidden (Type or print name).
- I. Title: [Blank] (Corporate Secretary or Assistant Secretary).
- J. Street Address: 1601 W. Forest St.
- K. City, State, Zip: Black Creek WI 54106
- L. Phone: 920-984-3103
- M. License No.: 250530
- N. Federal ID No.: 39-1953197 (Affix Corporate Seal Here).

END OF DOCUMENT 004113



DEPEW 133719

De Pere Fire Station #2 - Remodel

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BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

00411 - 4

Attachment: FIRE STATION 2 RENOVATION (4401 : Recommendation from the Finance/Personnel Committee to award the Fire Station #2

DEPEW 133719

De Pere Fire Station #2 - Remodel

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DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: RJM Construction LLC
- B. Project Name: **De Pere Fire Station #2 - Remodel**
- C. Project Location: **1180 Grant Street, De Pere, WI.**
- D. Owner: **City of De Pere.**
- E. Architect: **Short Elliott Henderickson, Inc. (SEH).**
- F. Architect Project Number: **DEPEW 133719.**

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

ALTERNATES FORM

004323 - 1

DEPEW 133719

De Pere Fire Station #2 - Remodel

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1.4 SCHEDULE OF ALTERNATES

- A. **Alternate No. 1: Alternate First Floor Plan:** Alternate First Floor Plan per construction documents.

1. ADD DEDUCT X NO CHANGE NOT APPLICABLE .
 2. Twenty Three Thousand & 00/100 Dollars (\$ 23,000.00).

- B. **Alternate No. 2: Alternate Basement Plan:** Alternate Basement Plan per construction documents.

1. ADD DEDUCT X NO CHANGE NOT APPLICABLE .
 2. Twenty Thousand Seven Hundred & 00/100 Dollars (\$ 20,700.00).

- C. **Alternate No. 3: Keep Existing Furnace and A/C unit in lieu of Replacement:**

1. ADD DEDUCT X NO CHANGE NOT APPLICABLE .
 2. Five Thousand Two Hundred & 00/100 Dollars (\$ 5,200.00).

- D. **Alternate No. 4: No Fire Sprinkler System in Apparatus Bay:**

1. ADD DEDUCT X NO CHANGE NOT APPLICABLE .
 2. Three Thousand Two Hundred Fifty & 00/100 Dollars (\$ 3,250.00).

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 14 day of January, 2016.
 B. Submitted By: RJM Construction LLC (Insert name of bidding firm or corporation).
 C. Authorized Signature: [Signature] (Handwritten signature).
 D. Signed By: Ryan J. Mmischmidt (Type or print name).
 E. Title: member (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

DEPEW 133719

De Pere Fire Station #2 - Remodel

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DOCUMENT 004336 - LIST OF PROPOSED SUBCONTRACTORS

Company Bouchers Heating Telephone No. 920-734-8672
 Name of Contact Dan
 Address Appleton
 Type of Construction HVAC

Company Mulman Brothers Electric Telephone No. 920-213-6613
 Name of Contact Jody
 Address Appleton
 Type of Construction Elec

Company Go Green Painting Telephone No. 920-366-0778
 Name of Contact Alon
 Address Green Bay
 Type of Construction Painting

Company Jim's Plumbing Telephone No. 920-757-5258
 Name of Contact Jeff
 Address Greenville
 Type of Construction Plumbing

Company USA Fire Protection Telephone No. 920 836 3344
 Name of Contact Mallory
 Address Greenville
 Type of Construction Fire Protection

Company _____ Telephone No. _____
 Name of Contact _____
 Address _____
 Type of Construction _____

UNIT PRICES FORM

004322-1

DEPEW 133719

De Pere Fire Station #2 - Remodel

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Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

END OF DOCUMENT 004336

UNIT PRICES FORM

004322-2

DOCUMENT 004373 - PROPOSED SCHEDULE OF VALUES FORM

1.1 BID FORM SUPPLEMENT

- A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
- B. Arrange schedule of values consistent with format of AIA Document G703.
1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; docspurchases@aia.org; (800) 942-7732.

PAGE OF PAGES

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO: DePere Fire Station #2

Users may obtain validation of this document by requesting of the licensee a completed *Non-Document Self-Validation* or *Document Self-Validation*.

DEPEW 133719

De Pere Fire Station #2 - Remodel

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END OF DOCUMENT 004373

PROPOSED SCHEDULE OF VALUES FORM

004373 - 2

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: RJM Construction LLC
- B. Prime Contract: _____
- C. Project Name: **De Pere Fire Station #2 - Remodel.**
- D. Project Location: **1180 Grant Street, De Pere, Wisconsin.**
- E. Owner: **City of De Pere.**
- F. Architect: **Short Elliott Henderickson, Inc. (SEH).**
- G. Architect Project Number: **DEPEW 133719**

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
1. Used the Bid Form provided in the Project Manual.
 2. Prepared the Bid Form as required by the Instructions to Bidders.
 3. Indicated on the Bid Form the Addenda received.
 4. Attached to the Bid Form: Bid Supplement Form - Alternates.
 5. Attached to the Bid Form: Proposed Schedule of Values Form.
 6. Attached to the Bid Form: Bid Guarantee for the amount required.
 7. Affidavit of Non-Collusion.
 8. Bid envelope shows name and address of the Bidder.
 9. Bid envelope shows the Bidder's Contractor's License Number.
 10. Bid envelope shows name of Project being bid.
 11. Bid envelope shows name of Prime Contract being bid, if applicable.
 12. Bid envelope shows time and day of Bid Opening.
 13. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
 14. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

DEPEW 133719

DePere Fire Station #2 - Remodel

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END OF DOCUMENT 004393

BID SUBMITTAL CHECKLIST

004393 - 2

DEPEW 133719

De Pere Fire Station #2 - Remodel

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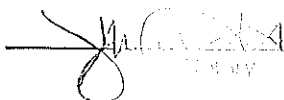
DOCUMENT 004519 - AFFIDAVIT OF NON-COLLUSION

STATE OF WICOUNTY OF Outagamie

I Hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this

14 day of January, 20 16



 Bidder's Signature

member
 Title

RJM Construction LLC
 Company

END OF DOCUMENT 004519

AFFIDAVIT OF NON-COLLUSION

004519-1

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Bid Bond

AIA® Document A310™ – 2010
CONTRACTOR:*(Name, legal status and address)*

RJM CONSTRUCTION, LLC
 601 W Forest St
 Black Creek, WI 54106

Bid Bond No. GR06144

SURETY:*(Name, legal status and principal place of business)*

Granite Re, Inc.
 14001 Quallbrook Dr
 Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:*(Name, legal status and address)*

City of De Pere
 925 S 6th St
 De Pere, WI 54115

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:*(Name, location or address, and Project number, if any)*

Firestation #2 Remodel

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby releases any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Any notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond inconsistent with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be considered as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of December, 2015

*(Witness)**(Witness)***RJM CONSTRUCTION, LLC***(Principal)**(Seal)**(Title)***Granite Re, Inc.***(Surety)**(Seal)**(Title)* Robert Downey, Attorney-in-Fact

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081110

Attachment: FIRE STATION 2 RENOVATION (4401 : Recommendation from the Finance/Personnel Committee to award the Fire Station #2

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these presents,

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA, State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; W. L. WRIGHT; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-fact for the following purposes, to wit:

To sign its name and execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC., a certified copy of which is hereto annexed and made a part of these presents; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said Board of Directors may have done or may do in the premises.

MICHAEL J. DOUGLAS; W. L. WRIGHT; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises and execute the same.

In Witness Whereof, GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.



Kenneth D. Whittington
Kenneth D. Whittington, President

Kyle P. McDonald
Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of said GRANITE RE, INC. Company, in and which executed the foregoing Power of Attorney; that they each knew the seal of said GRANITE RE, INC. Company, and that the said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said GRANITE RE, INC. Company, and that they each signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



My Commission Expires
August 8, 2017
Commissioner

Kathleen E. Carlson
Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, I, _____, duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said excerpt reads as follows:

"RESOLVED, That the President, Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint and employ such individuals as may be necessary for the conduct of the business of the Company, and to execute on behalf of the company fidelity and surety bonds of similar character issued by the Company in the course of its business. On any instrument making or executing such appointments, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or contract, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, I, _____, have signed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 2013.



Kyle P. McDonald
Kyle P. McDonald, Secretary/Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2016

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Recommendation from the Board of Public Works to Award the Contract for Project 16-04A Utility & Pond Construction to Kruczek Construction Incorporated in the Amount of \$986,986.86

The Board of Public Works recommendation is to award the bid to Kruczek Construction Incorporated in the amount of \$986,986.86. The budget includes \$1,046,200 from TID #6 and special assessments for this work.

The Engineering Department received bids for Project 16-04A Utility and Pond Construction on January 28, 2016. The work includes sanitary sewer, water main, storm sewer, and detentions ponds for at two locations in the City's West Business Park. Site 1 is a new street extension connecting Fortune Avenue to Venture Avenue. Site 2 is reconstruction of Richco Road. The bids received are as follows:

Contractor	Amount
Kruczek Construction Incorporated	\$986,986.86
David Tenor Corporation	\$1,035,578.46
RC Excavating	\$1,047,081.55
Jossart Brothers	\$1,059,596.70
De Groot Inc.	\$1,067,173.03
Dorner Inc.	\$1,080,775.90
PTS	\$1,099,640.50
Radtko	\$1,106,380.23
Relyco, Inc.	\$1,144,799.85
Peters Concrete Company	\$1,145,142.65
Mashuda Contractors	\$1,154,036.20
Advance Construction, Inc.	\$1,234,461.10
Carl Bowers & Sons Const. Co. Inc.	\$1,308,639.50
Musson Brothers	\$1,343,754.50
Buteyn-Peterson Construction Company	\$1,449,536.68

ATTACHMENTS:

- 16-04A Bid Tab (PDF)

**PROJECT 16-04A UTILITY AND
POND CONSTRUCTION
BID TAB
CITY OF DE PERE**



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Kruczek		David Tenor		RC Excavating		Jossart Brothers	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SS-01	Provide 8” PVC Sanitary Sewer (Natural Backfill)	LF	1,860	\$25.00	\$46,500.00	\$30.00	\$55,800.00	\$25.50	\$47,430.00	\$27.00	\$50,220.00
SS-02	Provide 8” PVC Sanitary Sewer (Granular Backfill)	LF	130	\$61.00	\$7,930.00	\$48.00	\$6,240.00	\$61.75	\$8,027.50	\$57.00	\$7,410.00
SS-03	Provide 6” PVC Sanitary Lateral (Natural Backfill)	LF	160	\$34.00	\$5,440.00	\$30.00	\$4,800.00	\$34.50	\$5,520.00	\$29.00	\$4,640.00
SS-04	Provide 6” PVC Sanitary Lateral (Granular Backfill)	LF	200	\$67.00	\$13,400.00	\$55.00	\$11,000.00	\$67.75	\$13,550.00	\$70.00	\$14,000.00
SS-05	Provide 6” Sanitary Riser	LF	25	\$44.00	\$1,100.00	\$60.00	\$1,500.00	\$44.50	\$1,112.50	\$50.00	\$1,250.00
SS-06	Provide 8” x 6” Wye	EACH	5	\$75.00	\$375.00	\$75.00	\$375.00	\$75.75	\$378.75	\$100.00	\$500.00
SS-07	Provide 4’ Diameter Sanitary Manhole	VF	160	\$177.00	\$28,320.00	\$250.00	\$40,000.00	\$179.00	\$28,640.00	\$200.00	\$32,000.00
SS-08	Provide 8” PVC Sanitary Sewer (Bore & Jack)	LS	1	\$28,000.00	\$28,000.00	\$29,000.00	\$29,000.00	\$23,450.00	\$23,450.00	\$37,000.00	\$37,000.00
STORM SEWER											
ST-01	Provide 45”x 29” Elliptical RCP CL III (Natural Backfill)	LF	75	\$108.00	\$8,100.00	\$101.00	\$7,575.00	\$109.25	\$8,193.75	\$102.00	\$7,650.00
ST-02	Provide 45”x 29” Elliptical RCP CL III (Granular Backfill)	LF	115	\$114.00	\$13,110.00	\$115.00	\$13,225.00	\$115.25	\$13,253.75	\$122.00	\$14,030.00
ST-03	Provide 42” RCP CL III or Polypropylene (Natural Backfill)	LF	385	\$88.00	\$33,880.00	\$82.00	\$31,570.00	\$89.00	\$34,265.00	\$83.00	\$31,955.00
ST-04	Provide 36” RCP CL III or Polypropylene (Natural Backfill)	LF	850	\$75.00	\$63,750.00	\$64.00	\$54,400.00	\$76.00	\$64,600.00	\$65.00	\$55,250.00
ST-05	Provide 30” RCP CL III or Polypropylene (Natural Backfill)	LF	50	\$76.00	\$3,800.00	\$55.00	\$2,750.00	\$77.00	\$3,850.00	\$53.00	\$2,650.00
ST-06	Provide 27” RCP CL III or Polypropylene (Natural Backfill)	LF	8	\$110.00	\$880.00	\$55.00	\$440.00	\$112.00	\$896.00	\$50.00	\$400.00
ST-07	Provide 24” RCP CL III or Polypropylene (Natural Backfill)	LF	415	\$44.00	\$18,260.00	\$44.00	\$18,260.00	\$44.50	\$18,467.50	\$43.00	\$17,845.00
ST-08	Provide 18” RCP CL III or PVC Storm Sewer (Natural Backfill)	LF	640	\$30.00	\$19,200.00	\$35.00	\$22,400.00	\$30.50	\$19,520.00	\$32.00	\$20,480.00
ST-09	Provide 18” RCP CL III or PVC Storm Sewer (Granular Backfill)	LF	195	\$43.00	\$8,385.00	\$45.00	\$8,775.00	\$43.50	\$8,482.50	\$47.00	\$9,165.00
ST-10	Provide 24” RCP CL III Culvert (Granular Backfill)	LF	200	\$55.00	\$11,000.00	\$62.00	\$12,400.00	\$57.00	\$11,400.00	\$53.00	\$10,600.00

**PROJECT 16-04A UTILITY AND
POND CONSTRUCTION
BID TAB
CITY OF DE PERE**



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Kruczek		David Tenor		RC Excavating		Jossart Brothers	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
ST-11	DELETED										
ST-12	Provide 15” PVC or RCP (Granular Backfill)	LF	100	\$40.00	\$4,000.00	\$42.00	\$4,200.00	\$40.50	\$4,050.00	\$45.00	\$4,500.00
ST-13	Provide 15” PVC or RCP (Natural Backfill)	LF	125	\$33.00	\$4,125.00	\$32.00	\$4,000.00	\$33.50	\$4,187.50	\$31.00	\$3,875.00
ST-14	Provide 8’ Diameter Storm Manhole	VF	20	\$430.00	\$8,600.00	\$730.00	\$14,600.00	\$435.00	\$8,700.00	\$570.00	\$11,400.00
ST-15	Provide 6’ Diameter Storm Manhole	VF	35	\$425.00	\$14,875.00	\$520.00	\$18,200.00	\$430.00	\$15,050.00	\$442.00	\$15,470.00
ST-16	Provide 5’ Diameter Storm Manhole	VF	50	\$255.00	\$12,750.00	\$480.00	\$24,000.00	\$260.00	\$13,000.00	\$390.00	\$19,500.00
ST-17	Provide 4’ Diameter Storm Manhole	VF	6	\$250.00	\$1,500.00	\$370.00	\$2,220.00	\$255.00	\$1,530.00	\$337.00	\$2,022.00
ST-18	Provide 45” x 29” RCP Flared End Section	EACH	1	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00	\$1,215.00	\$1,215.00	\$1,300.00	\$1,300.00
ST-19	Provide 42” RCP Flared End Section	EACH	2	\$1,500.00	\$3,000.00	\$1,400.00	\$2,800.00	\$1,515.00	\$3,030.00	\$1,300.00	\$2,600.00
ST-20	DELETED										
ST-21	Provide 24” RCP Flared End Section	EACH	5	\$600.00	\$3,000.00	\$850.00	\$4,250.00	\$610.00	\$3,050.00	\$1,100.00	\$5,500.00
ST-22	Provide Type ‘A’ Inlet	EACH	3	\$800.00	\$2,400.00	\$1,585.00	\$4,755.00	\$810.00	\$2,430.00	\$1,270.00	\$3,810.00
ST-23	Provide Type ‘B’ Inlet	EACH	16	\$825.00	\$13,200.00	\$1,775.00	\$28,400.00	\$835.00	\$13,360.00	\$1,600.00	\$25,600.00
ST-24	Remove Pipe	LF	300	\$15.00	\$4,500.00	\$7.00	\$2,100.00	\$15.25	\$4,575.00	\$8.00	\$2,400.00
ST-25	Remove Inlet	EA	2	\$150.00	\$300.00	\$250.00	\$500.00	\$152.00	\$304.00	\$250.00	\$500.00
ST-26	Reconnect to Existing Inlet	EACH	1	\$200.00	\$200.00	\$350.00	\$350.00	\$205.00	\$205.00	\$1,000.00	\$1,000.00
ST-27	Pond Outlet Structure	EACH	2	\$8,500.00	\$17,000.00	\$4,700.00	\$9,400.00	\$8,600.00	\$17,200.00	\$6,000.00	\$12,000.00
ST-28	Pond Stone Weeper – Site 1	LS	1	\$1,800.00	\$1,800.00	\$2,850.00	\$2,850.00	\$3,550.00	\$3,550.00	\$4,000.00	\$4,000.00
ST-29	Pond Stone Weeper – Site 2	LS	1	\$1,000.00	\$1,000.00	\$2,850.00	\$2,850.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00

**PROJECT 16-04A UTILITY AND
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				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Kruczek		David Tenor		RC Excavating		Jossart Brothers	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
WATERMAIN											
W-01	Provide 12" PVC Watermain (Natural Backfill)	LF	2,375	\$36.00	\$85,500.00	\$44.00	\$104,500.00	\$36.50	\$86,687.50	\$39.00	\$92,625.00
W-02	Provide 12" PVC Watermain (Granular Backfill)	LF	150	\$53.00	\$7,950.00	\$53.00	\$7,950.00	\$54.00	\$8,100.00	\$53.00	\$7,950.00
W-03	Provide 6" PVC Water Service (Natural Backfill)	LF	125	\$28.00	\$3,500.00	\$29.00	\$3,625.00	\$28.50	\$3,562.50	\$25.00	\$3,125.00
W-04	Provide 6" PVC Water Service (Granular Backfill)	LF	200	\$39.00	\$7,800.00	\$48.00	\$9,600.00	\$39.50	\$7,900.00	\$55.00	\$11,000.00
W-05	Provide 6" PVC Hydrant Lead	LF	50	\$52.00	\$2,600.00	\$29.00	\$1,450.00	\$53.00	\$2,650.00	\$30.00	\$1,500.00
W-06	Provide Hydrant Assembly – 7.0 Bury	EACH	1	\$3,500.00	\$3,500.00	\$3,125.00	\$3,125.00	\$3,550.00	\$3,550.00	\$3,200.00	\$3,200.00
W-07	Provide Hydrant Assembly – 7.5 Bury	EACH	3	\$3,600.00	\$10,800.00	\$3,150.00	\$9,450.00	\$3,650.00	\$10,950.00	\$3,250.00	\$9,750.00
W-08	Provide Hydrant Assembly – 8.5 Bury	EACH	3	\$3,700.00	\$11,100.00	\$3,250.00	\$9,750.00	\$3,750.00	\$11,250.00	\$3,350.00	\$10,050.00
W-09	Provide Hydrant Assembly – 9.0 Bury	EACH	1	\$3,825.00	\$3,825.00	\$3,300.00	\$3,300.00	\$3,865.00	\$3,865.00	\$3,400.00	\$3,400.00
W-10	Provide Hydrant Assembly – 9.5 Bury	EACH	1	\$3,900.00	\$3,900.00	\$3,375.00	\$3,375.00	\$3,950.00	\$3,950.00	\$3,500.00	\$3,500.00
W-11	Provide 12" Valve	EACH	8	\$2,860.00	\$22,880.00	\$2,400.00	\$19,200.00	\$2,900.00	\$23,200.00	\$2,800.00	\$22,400.00
W-12	Provide 6" Valve	EACH	14	\$1,250.00	\$17,500.00	\$1,040.00	\$14,560.00	\$1,275.00	\$17,850.00	\$1,300.00	\$18,200.00
W-13	Provide Connection to Existing Water Main	EACH	2	\$1,035.00	\$2,070.00	\$1,100.00	\$2,200.00	\$1,050.00	\$2,100.00	\$1,500.00	\$3,000.00
W-14	Abandon / Remove Water Main and Appurtenances	LS	1	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00	\$1,115.00	\$1,115.00	\$7,500.00	\$7,500.00
W-15	Remove Hydrant	EACH	1	\$500.00	\$500.00	\$300.00	\$300.00	\$505.00	\$505.00	\$300.00	\$300.00
W-16	Connection to Existing Water Main - American Boulevard	LS	1	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$7,600.00	\$7,600.00	\$27,000.00	\$27,000.00
STREET AND DRAINAGE											
SD-01	Unclassified Excavation / Pond Excavation – Site 1	CY	69,250	\$3.00	\$207,750.00	\$2.83	\$195,977.50	\$3.50	\$242,375.00	\$2.89	\$200,132.50

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				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Kruczek		David Tenor		RC Excavating		Jossart Brothers	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SD-02	Unclassified Excavation / Pond Excavation – Site 2	CY	19,500	\$4.75	\$92,625.00	\$4.54	\$88,530.00	\$4.70	\$91,650.00	\$4.62	\$90,090.00
SD-03	Pavement Removal	SY	2,378	\$3.20	\$7,609.60	\$4.07	\$9,678.46	\$2.60	\$6,182.80	\$4.15	\$9,868.70
SD-04	Landscaping – Topsoil, Seed, Fertilizer and Mulch – Other than Ponds	SY	1,750	\$1.75	\$3,062.50	\$2.22	\$3,885.00	\$2.00	\$3,500.00	\$2.50	\$4,375.00
SD-05	Landscaping – Topsoil, Seed, Fertilizer and Mulch – Wetland Meadow Seeding - Ponds	SY	1,000	\$3.00	\$3,000.00	\$2.55	\$2,550.00	\$2.50	\$2,500.00	\$2.75	\$2,750.00
SD-06	Landscaping – Topsoil, Seed, Fertilizer and Mulch – Upland Meadow Seeding - Ponds	SY	8,250	\$1.60	\$13,200.00	\$1.80	\$14,850.00	\$1.75	\$14,437.50	\$2.00	\$16,500.00
SD-07	DELETED										
SD-08	Clear and Grub – Site 2	LS	1	\$1,139.51	\$1,139.51	\$4,600.00	\$4,600.00	\$1,650.00	\$1,650.00	\$4,750.00	\$4,750.00
SPECIAL CONSTRUCTION											
SP-01	Provide Pipe Foundation Stabilization	CY	100	\$10.00	\$1,000.00	\$15.00	\$1,500.00	\$20.00	\$2,000.00	\$0.01	\$1.00
SP-02	Provide Silt Fence	LF	8,900	\$1.40	\$12,460.00	\$1.75	\$15,575.00	\$1.75	\$15,575.00	\$1.80	\$16,020.00
SP-03	Provide Inlet Protection, Type A	EACH	19	\$100.00	\$1,900.00	\$100.00	\$1,900.00	\$110.00	\$2,090.00	\$125.00	\$2,375.00
SP-04	Provide Inlet Protection, Type C	EACH	6	\$50.00	\$300.00	\$50.00	\$300.00	\$50.00	\$300.00	\$55.00	\$330.00
SP-05	Erosion Control Revegetation Mat, Channel	SY	1,500	\$1.35	\$2,025.00	\$1.25	\$1,875.00	\$1.25	\$1,875.00	\$1.50	\$2,250.00
SP-06	Erosion Control Revegetation Mat, Non-Channel	SY	8,250	\$1.00	\$8,250.00	\$1.05	\$8,662.50	\$1.05	\$8,662.50	\$1.25	\$10,312.50
SP-07	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 12” Thick	SY	275	\$20.00	\$5,500.00	\$40.00	\$11,000.00	\$32.00	\$8,800.00	\$30.00	\$8,250.00
SP-08	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 18” Thick	SY	350	\$30.00	\$10,500.00	\$50.00	\$17,500.00	\$46.00	\$16,100.00	\$45.00	\$15,750.00
SP-09	Provide Tracking Pad	EACH	2	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00	\$1,000.00	\$2,000.00	\$1,600.00	\$3,200.00
SP-10	Remove Fence	LF	265	\$3.85	\$1,020.25	\$5.00	\$1,325.00	\$5.00	\$1,325.00	\$8.00	\$2,120.00
SP-11	Remove & Dispose of Concrete/Asphalt Material-Site 2	LS	1	\$12,240.00	\$12,240.00	\$6,500.00	\$6,500.00	\$19,000.00	\$19,000.00	\$6,500.00	\$6,500.00

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				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Kruczek		David Tenor		RC Excavating		Jossart Brothers	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SP-12	Temporary Seed Topsoil Stockpile – Site 1	LS	1	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
SP-13	Temporary Seed Topsoil Stockpile – Site 2	LS	1	\$1,500.00	\$1,500.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
	TOTAL BID				\$986,986.86		\$1,035,578.46		\$1,047,081.55		\$1,059,596.70

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				BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				DeGroot		Dorner		PTS		Radtko	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SS-01	Provide 8” PVC Sanitary Sewer (Natural Backfill)	LF	1,860	\$38.50	\$71,610.00	\$31.00	\$57,660.00	\$38.00	\$70,680.00	\$27.00	\$50,220.00
SS-02	Provide 8” PVC Sanitary Sewer (Granular Backfill)	LF	130	\$54.54	\$7,090.20	\$60.00	\$7,800.00	\$60.00	\$7,800.00	\$51.00	\$6,630.00
SS-03	Provide 6” PVC Sanitary Lateral (Natural Backfill)	LF	160	\$27.60	\$4,416.00	\$34.00	\$5,440.00	\$33.00	\$5,280.00	\$25.00	\$4,000.00
SS-04	Provide 6” PVC Sanitary Lateral (Granular Backfill)	LF	200	\$55.09	\$11,018.00	\$87.00	\$17,400.00	\$68.00	\$13,600.00	\$49.00	\$9,800.00
SS-05	Provide 6” Sanitary Riser	LF	25	\$83.20	\$2,080.00	\$69.00	\$1,725.00	\$68.00	\$1,700.00	\$40.00	\$1,000.00
SS-06	Provide 8” x 6” Wye	EACH	5	\$404.06	\$2,020.30	\$93.00	\$465.00	\$113.00	\$565.00	\$75.00	\$375.00
SS-07	Provide 4’ Diameter Sanitary Manhole	VF	160	\$246.85	\$39,496.00	\$212.00	\$33,920.00	\$260.00	\$41,600.00	\$190.00	\$30,400.00
SS-08	Provide 8” PVC Sanitary Sewer (Bore & Jack)	LS	1	\$25,764.62	\$25,764.62	\$55,000.00	\$55,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$31,000.00
STORM SEWER											
ST-01	Provide 45”x 29” Elliptical RCP CL III (Natural Backfill)	LF	75	\$107.79	\$8,084.25	\$89.00	\$6,675.00	\$92.00	\$6,900.00	\$87.00	\$6,525.00
ST-02	Provide 45”x 29” Elliptical RCP CL III (Granular Backfill)	LF	115	\$114.12	\$13,123.80	\$103.00	\$11,845.00	\$110.00	\$12,650.00	\$98.00	\$11,270.00
ST-03	Provide 42” RCP CL III or Polypropylene (Natural Backfill)	LF	385	\$76.02	\$29,267.70	\$81.00	\$31,185.00	\$84.00	\$32,340.00	\$75.00	\$28,875.00
ST-04	Provide 36” RCP CL III or Polypropylene (Natural Backfill)	LF	850	\$64.74	\$55,029.00	\$65.00	\$55,250.00	\$69.00	\$58,650.00	\$64.00	\$54,400.00
ST-05	Provide 30” RCP CL III or Polypropylene (Natural Backfill)	LF	50	\$58.60	\$2,930.00	\$47.00	\$2,350.00	\$54.00	\$2,700.00	\$56.00	\$2,800.00
ST-06	Provide 27” RCP CL III or Polypropylene (Natural Backfill)	LF	8	\$69.98	\$559.84	\$42.00	\$336.00	\$82.00	\$656.00	\$51.00	\$408.00
ST-07	Provide 24” RCP CL III or Polypropylene (Natural Backfill)	LF	415	\$42.40	\$17,596.00	\$37.00	\$15,355.00	\$39.00	\$16,185.00	\$40.00	\$16,600.00
ST-08	Provide 18” RCP CL III or PVC Storm Sewer (Natural Backfill)	LF	640	\$38.36	\$24,550.40	\$31.00	\$19,840.00	\$36.00	\$23,040.00	\$32.00	\$20,480.00
ST-09	Provide 18” RCP CL III or PVC Storm Sewer (Granular Backfill)	LF	195	\$56.91	\$11,097.45	\$41.00	\$7,995.00	\$51.00	\$9,945.00	\$41.00	\$7,995.00
ST-10	Provide 24” RCP CL III Culvert (Granular Backfill)	LF	200	\$72.49	\$14,498.00	\$49.00	\$9,800.00	\$67.00	\$13,400.00	\$50.00	\$10,000.00

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ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				DeGroot	DeGroot	Dorner	Dorner	PTS	PTS	Radtke	Radtke
UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
ST-11	DELETED										
ST-12	Provide 15" PVC or RCP (Granular Backfill)	LF	100	\$50.93	\$5,093.00	\$38.00	\$3,800.00	\$49.00	\$4,900.00	\$40.00	\$4,000.00
ST-13	Provide 15" PVC or RCP (Natural Backfill)	LF	125	\$41.20	\$5,150.00	\$29.00	\$3,625.00	\$43.00	\$5,375.00	\$31.00	\$3,875.00
ST-14	Provide 8' Diameter Storm Manhole	VF	20	\$594.00	\$11,880.00	\$742.00	\$14,840.00	\$950.00	\$19,000.00	\$525.00	\$10,500.00
ST-15	Provide 6' Diameter Storm Manhole	VF	35	\$486.98	\$17,044.30	\$550.00	\$19,250.00	\$450.00	\$15,750.00	\$430.00	\$15,050.00
ST-16	Provide 5' Diameter Storm Manhole	VF	50	\$395.11	\$19,755.50	\$415.00	\$20,750.00	\$400.00	\$20,000.00	\$365.00	\$18,250.00
ST-17	Provide 4' Diameter Storm Manhole	VF	6	\$393.75	\$2,362.50	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$340.00	\$2,040.00
ST-18	Provide 45" x 29" RCP Flared End Section	EACH	1	\$1,507.73	\$1,507.73	\$1,745.00	\$1,745.00	\$1,545.00	\$1,545.00	\$1,475.00	\$1,475.00
ST-19	Provide 42" RCP Flared End Section	EACH	2	\$1,529.24	\$3,058.48	\$1,553.00	\$3,106.00	\$1,520.00	\$3,040.00	\$1,500.00	\$3,000.00
ST-20	DELETED										
ST-21	Provide 24" RCP Flared End Section	EACH	5	\$979.64	\$4,898.20	\$856.00	\$4,280.00	\$960.00	\$4,800.00	\$1,010.00	\$5,050.00
ST-22	Provide Type 'A' Inlet	EACH	3	\$1,511.53	\$4,534.59	\$1,364.00	\$4,092.00	\$1,100.00	\$3,300.00	\$1,585.00	\$4,755.00
ST-23	Provide Type 'B' Inlet	EACH	16	\$1,677.84	\$26,845.44	\$1,448.00	\$23,168.00	\$1,470.00	\$23,520.00	\$1,750.00	\$28,000.00
ST-24	Remove Pipe	LF	300	\$12.12	\$3,636.00	\$5.22	\$1,566.00	\$23.00	\$6,900.00	\$19.00	\$5,700.00
ST-25	Remove Inlet	EA	2	\$303.00	\$606.00	\$213.00	\$426.00	\$230.00	\$460.00	\$450.00	\$900.00
ST-26	Reconnect to Existing Inlet	EACH	1	\$656.50	\$656.50	\$426.00	\$426.00	\$500.00	\$500.00	\$900.00	\$900.00
ST-27	Pond Outlet Structure	EACH	2	\$7,402.92	\$14,805.84	\$8,626.00	\$17,252.00	\$5,850.00	\$11,700.00	\$5,400.00	\$10,800.00
ST-28	Pond Stone Weeper – Site 1	LS	1	\$1,010.00	\$1,010.00	\$3,615.00	\$3,615.00	\$4,500.00	\$4,500.00	\$716.66	\$716.66
ST-29	Pond Stone Weeper – Site 2	LS	1	\$1,010.00	\$1,010.00	\$4,073.00	\$4,073.00	\$6,000.00	\$6,000.00	\$839.48	\$839.48

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				BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				DeGroot		Dorner		PTS		Radtke	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
WATERMAIN											
W-01	Provide 12" PVC Watermain (Natural Backfill)	LF	2,375	\$38.77	\$92,078.75	\$36.00	\$85,500.00	\$36.00	\$85,500.00	\$36.50	\$86,687.50
W-02	Provide 12" PVC Watermain (Granular Backfill)	LF	150	\$51.97	\$7,795.50	\$58.00	\$8,700.00	\$51.00	\$7,650.00	\$49.00	\$7,350.00
W-03	Provide 6" PVC Water Service (Natural Backfill)	LF	125	\$25.41	\$3,176.25	\$24.00	\$3,000.00	\$44.00	\$5,500.00	\$22.00	\$2,750.00
W-04	Provide 6" PVC Water Service (Granular Backfill)	LF	200	\$42.51	\$8,502.00	\$54.00	\$10,800.00	\$50.00	\$10,000.00	\$44.00	\$8,800.00
W-05	Provide 6" PVC Hydrant Lead	LF	50	\$39.05	\$1,952.50	\$26.00	\$1,300.00	\$61.00	\$3,050.00	\$25.00	\$1,250.00
W-06	Provide Hydrant Assembly – 7.0 Bury	EACH	1	\$3,310.53	\$3,310.53	\$3,311.00	\$3,311.00	\$3,075.00	\$3,075.00	\$3,300.00	\$3,300.00
W-07	Provide Hydrant Assembly – 7.5 Bury	EACH	3	\$3,412.66	\$10,237.98	\$3,453.00	\$10,359.00	\$3,125.00	\$9,375.00	\$3,370.00	\$10,110.00
W-08	Provide Hydrant Assembly – 8.5 Bury	EACH	3	\$3,565.34	\$10,696.02	\$3,641.00	\$10,923.00	\$3,230.00	\$9,690.00	\$3,475.00	\$10,425.00
W-09	Provide Hydrant Assembly – 9.0 Bury	EACH	1	\$3,618.05	\$3,618.05	\$3,777.00	\$3,777.00	\$3,280.00	\$3,280.00	\$3,530.00	\$3,530.00
W-10	Provide Hydrant Assembly – 9.5 Bury	EACH	1	\$3,669.68	\$3,669.68	\$3,940.00	\$3,940.00	\$3,350.00	\$3,350.00	\$3,585.00	\$3,585.00
W-11	Provide 12" Valve	EACH	8	\$2,630.71	\$21,045.68	\$2,938.00	\$23,504.00	\$2,560.00	\$20,480.00	\$2,650.00	\$21,200.00
W-12	Provide 6" Valve	EACH	14	\$1,201.26	\$16,817.64	\$1,174.00	\$16,436.00	\$1,140.00	\$15,960.00	\$1,180.00	\$16,520.00
W-13	Provide Connection to Existing Water Main	EACH	2	\$2,414.91	\$4,829.82	\$1,438.00	\$2,876.00	\$1,800.00	\$3,600.00	\$2,300.00	\$4,600.00
W-14	Abandon / Remove Water Main and Appurtenances	LS	1	\$7,272.00	\$7,272.00	\$3,579.00	\$3,579.00	\$3,600.00	\$3,600.00	\$2,000.00	\$2,000.00
W-15	Remove Hydrant	EACH	1	\$505.00	\$505.00	\$705.00	\$705.00	\$400.00	\$400.00	\$300.00	\$300.00
W-16	Connection to Existing Water Main - American Boulevard	LS	1	\$21,347.32	\$21,347.32	\$20,076.00	\$20,076.00	\$15,200.00	\$15,200.00	\$26,000.00	\$26,000.00
STREET AND DRAINAGE											
SD-01	Unclassified Excavation / Pond Excavation – Site 1	CY	69,250	\$2.86	\$198,055.00	\$3.00	\$207,750.00	\$3.25	\$225,062.50	\$4.20	\$290,850.00

**PROJECT 16-04A UTILITY AND
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				BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				DeGroot		Dorner		PTS		Radtko	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SD-02	Unclassified Excavation / Pond Excavation – Site 2	CY	19,500	\$4.58	\$89,310.00	\$4.50	\$87,750.00	\$5.00	\$97,500.00	\$4.98	\$97,110.00
SD-03	Pavement Removal	SY	2,378	\$4.11	\$9,773.58	\$4.05	\$9,630.90	\$4.00	\$9,512.00	\$2.02	\$4,803.56
SD-04	Landscaping – Topsoil, Seed, Fertilizer and Mulch – Other than Ponds	SY	1,750	\$2.23	\$3,902.50	\$2.25	\$3,937.50	\$3.00	\$5,250.00	\$2.01	\$3,517.50
SD-05	Landscaping – Topsoil, Seed, Fertilizer and Mulch – Wetland Meadow Seeding - Ponds	SY	1,000	\$2.55	\$2,550.00	\$2.50	\$2,500.00	\$4.00	\$4,000.00	\$2.32	\$2,320.00
SD-06	Landscaping – Topsoil, Seed, Fertilizer and Mulch – Upland Meadow Seeding - Ponds	SY	8,250	\$1.77	\$14,602.50	\$1.75	\$14,437.50	\$2.00	\$16,500.00	\$1.84	\$15,180.00
SD-07	DELETED										
SD-08	Clear and Grub – Site 2	LS	1	\$4,681.35	\$4,681.35	\$4,750.00	\$4,750.00	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00
SPECIAL CONSTRUCTION											
SP-01	Provide Pipe Foundation Stabilization	CY	100	\$20.20	\$2,020.00	\$20.50	\$2,050.00	\$15.00	\$1,500.00	\$20.00	\$2,000.00
SP-02	Provide Silt Fence	LF	8,900	\$1.77	\$15,753.00	\$1.75	\$15,575.00	\$1.70	\$15,130.00	\$1.70	\$15,130.00
SP-03	Provide Inlet Protection, Type A	EACH	19	\$114.43	\$2,174.17	\$112.00	\$2,128.00	\$90.00	\$1,710.00	\$110.00	\$2,090.00
SP-04	Provide Inlet Protection, Type C	EACH	6	\$52.02	\$312.12	\$51.00	\$306.00	\$70.00	\$420.00	\$50.00	\$300.00
SP-05	Erosion Control Revegetation Mat, Channel	SY	1,500	\$1.25	\$1,875.00	\$1.25	\$1,875.00	\$1.20	\$1,800.00	\$1.20	\$1,800.00
SP-06	Erosion Control Revegetation Mat, Non-Channel	SY	8,250	\$1.04	\$8,580.00	\$1.05	\$8,662.50	\$1.10	\$9,075.00	\$1.00	\$8,250.00
SP-07	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 12” Thick	SY	275	\$20.81	\$5,722.75	\$35.00	\$9,625.00	\$22.00	\$6,050.00	\$21.13	\$5,810.75
SP-08	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 18” Thick	SY	350	\$28.09	\$9,831.50	\$50.00	\$17,500.00	\$31.00	\$10,850.00	\$30.19	\$10,566.50
SP-09	Provide Tracking Pad	EACH	2	\$1,560.45	\$3,120.90	\$1,550.00	\$3,100.00	\$1,600.00	\$3,200.00	\$1,132.34	\$2,264.68
SP-10	Remove Fence	LF	265	\$10.10	\$2,676.50	\$5.50	\$1,457.50	\$6.00	\$1,590.00	\$2.37	\$628.05
SP-11	Remove & Dispose of Concrete/Asphalt Material-Site 2	LS	1	\$6,241.80	\$6,241.80	\$6,100.00	\$6,100.00	\$1,600.00	\$1,600.00	\$20,397.55	\$20,397.55

**PROJECT 16-04A UTILITY AND
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				BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				DeGroot		Dorner		PTS		Radtke	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SP-12	Temporary Seed Topsoil Stockpile – Site 1	LS	1	\$2,525.00	\$2,525.00	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00	\$1,250.00	\$1,250.00
SP-13	Temporary Seed Topsoil Stockpile – Site 2	LS	1	\$2,525.00	\$2,525.00	\$2,500.00	\$2,500.00	\$1,100.00	\$1,100.00	\$975.00	\$975.00
	TOTAL BID				\$1,067,173.03		\$1,080,775.90		\$1,099,640.50		\$1,106,380.23

**PROJECT 16-04A UTILITY AND
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				BIDDER NO. 9		BIDDER NO. 10		BIDDER NO. 11		BIDDER NO. 12	
				Relyco		Peters		Mashuda		Advance	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SS-01	Provide 8” PVC Sanitary Sewer (Natural Backfill)	LF	1,860	\$55.00	\$102,300.00	\$30.59	\$56,897.40	\$58.00	\$107,880.00	\$61.00	\$113,460.00
SS-02	Provide 8” PVC Sanitary Sewer (Granular Backfill)	LF	130	\$80.00	\$10,400.00	\$39.50	\$5,135.00	\$86.00	\$11,180.00	\$88.00	\$11,440.00
SS-03	Provide 6” PVC Sanitary Lateral (Natural Backfill)	LF	160	\$50.00	\$8,000.00	\$27.40	\$4,384.00	\$51.00	\$8,160.00	\$61.00	\$9,760.00
SS-04	Provide 6” PVC Sanitary Lateral (Granular Backfill)	LF	200	\$60.00	\$12,000.00	\$47.90	\$9,580.00	\$85.00	\$17,000.00	\$88.00	\$17,600.00
SS-05	Provide 6” Sanitary Riser	LF	25	\$43.00	\$1,075.00	\$35.00	\$875.00	\$40.00	\$1,000.00	\$66.00	\$1,650.00
SS-06	Provide 8” x 6” Wye	EACH	5	\$100.00	\$500.00	\$150.00	\$750.00	\$91.00	\$455.00	\$75.00	\$375.00
SS-07	Provide 4’ Diameter Sanitary Manhole	VF	160	\$170.00	\$27,200.00	\$206.65	\$33,064.00	\$167.00	\$26,720.00	\$213.00	\$34,080.00
SS-08	Provide 8” PVC Sanitary Sewer (Bore & Jack)	LS	1	\$50,000.00	\$50,000.00	\$29,000.00	\$29,000.00	\$56,956.00	\$56,956.00	\$41,000.00	\$41,000.00
STORM SEWER											
ST-01	Provide 45”x 29” Elliptical RCP CL III (Natural Backfill)	LF	75	\$73.00	\$5,475.00	\$99.00	\$7,425.00	\$101.00	\$7,575.00	\$130.00	\$9,750.00
ST-02	Provide 45”x 29” Elliptical RCP CL III (Granular Backfill)	LF	115	\$96.50	\$11,097.50	\$109.00	\$12,535.00	\$123.00	\$14,145.00	\$135.00	\$15,525.00
ST-03	Provide 42” RCP CL III or Polypropylene (Natural Backfill)	LF	385	\$99.00	\$38,115.00	\$77.10	\$29,683.50	\$96.50	\$37,152.50	\$95.00	\$36,575.00
ST-04	Provide 36” RCP CL III or Polypropylene (Natural Backfill)	LF	850	\$85.50	\$72,675.00	\$73.50	\$62,475.00	\$75.50	\$64,175.00	\$78.00	\$66,300.00
ST-05	Provide 30” RCP CL III or Polypropylene (Natural Backfill)	LF	50	\$74.00	\$3,700.00	\$56.20	\$2,810.00	\$62.00	\$3,100.00	\$66.00	\$3,300.00
ST-06	Provide 27” RCP CL III or Polypropylene (Natural Backfill)	LF	8	\$247.00	\$1,976.00	\$75.00	\$600.00	\$106.25	\$850.00	\$61.00	\$488.00
ST-07	Provide 24” RCP CL III or Polypropylene (Natural Backfill)	LF	415	\$47.00	\$19,505.00	\$43.10	\$17,886.50	\$47.50	\$19,712.50	\$58.00	\$24,070.00
ST-08	Provide 18” RCP CL III or PVC Storm Sewer (Natural Backfill)	LF	640	\$46.00	\$29,440.00	\$32.20	\$20,608.00	\$45.75	\$29,280.00	\$52.00	\$33,280.00
ST-09	Provide 18” RCP CL III or PVC Storm Sewer (Granular Backfill)	LF	195	\$54.00	\$10,530.00	\$50.10	\$9,769.50	\$61.00	\$11,895.00	\$58.00	\$11,310.00
ST-10	Provide 24” RCP CL III Culvert (Granular Backfill)	LF	200	\$21.50	\$4,300.00	\$43.10	\$8,620.00	\$68.00	\$13,600.00	\$63.00	\$12,600.00

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				BIDDER NO. 9		BIDDER NO. 10		BIDDER NO. 11		BIDDER NO. 12	
				Relyco		Peters		Mashuda		Advance	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
ST-11	DELETED										
ST-12	Provide 15” PVC or RCP (Granular Backfill)	LF	100	\$44.00	\$4,400.00	\$41.90	\$4,190.00	\$50.00	\$5,000.00	\$57.00	\$5,700.00
ST-13	Provide 15” PVC or RCP (Natural Backfill)	LF	125	\$42.00	\$5,250.00	\$36.00	\$4,500.00	\$41.50	\$5,187.50	\$51.00	\$6,375.00
ST-14	Provide 8’ Diameter Storm Manhole	VF	20	\$670.00	\$13,400.00	\$555.00	\$11,100.00	\$640.00	\$12,800.00	\$595.00	\$11,900.00
ST-15	Provide 6’ Diameter Storm Manhole	VF	35	\$540.00	\$18,900.00	\$430.00	\$15,050.00	\$515.00	\$18,025.00	\$484.00	\$16,940.00
ST-16	Provide 5’ Diameter Storm Manhole	VF	50	\$465.00	\$23,250.00	\$317.00	\$15,850.00	\$381.00	\$19,050.00	\$405.00	\$20,250.00
ST-17	Provide 4’ Diameter Storm Manhole	VF	6	\$340.00	\$2,040.00	\$313.00	\$1,878.00	\$335.00	\$2,010.00	\$315.00	\$1,890.00
ST-18	Provide 45” x 29” RCP Flared End Section	EACH	1	\$1,350.00	\$1,350.00	\$1,595.00	\$1,595.00	\$1,300.00	\$1,300.00	\$1,555.00	\$1,555.00
ST-19	Provide 42” RCP Flared End Section	EACH	2	\$1,375.00	\$2,750.00	\$1,480.00	\$2,960.00	\$1,325.00	\$2,650.00	\$1,530.00	\$3,060.00
ST-20	DELETED										
ST-21	Provide 24” RCP Flared End Section	EACH	5	\$885.00	\$4,425.00	\$875.00	\$4,375.00	\$810.00	\$4,050.00	\$642.00	\$3,210.00
ST-22	Provide Type ‘A’ Inlet	EACH	3	\$1,470.00	\$4,410.00	\$1,185.00	\$3,555.00	\$1,700.00	\$5,100.00	\$1,555.00	\$4,665.00
ST-23	Provide Type ‘B’ Inlet	EACH	16	\$1,575.00	\$25,200.00	\$1,760.00	\$28,160.00	\$1,710.00	\$27,360.00	\$1,975.00	\$31,600.00
ST-24	Remove Pipe	LF	300	\$8.00	\$2,400.00	\$8.00	\$2,400.00	\$8.00	\$2,400.00	\$15.00	\$4,500.00
ST-25	Remove Inlet	EA	2	\$350.00	\$700.00	\$300.00	\$600.00	\$250.00	\$500.00	\$250.00	\$500.00
ST-26	Reconnect to Existing Inlet	EACH	1	\$750.00	\$750.00	\$400.00	\$400.00	\$900.00	\$900.00	\$500.00	\$500.00
ST-27	Pond Outlet Structure	EACH	2	\$6,450.00	\$12,900.00	\$5,000.00	\$10,000.00	\$6,950.00	\$13,900.00	\$7,000.00	\$14,000.00
ST-28	Pond Stone Weeper – Site 1	LS	1	\$2,750.00	\$2,750.00	\$1,000.00	\$1,000.00	\$1,725.00	\$1,725.00	\$6,100.00	\$6,100.00
ST-29	Pond Stone Weeper – Site 2	LS	1	\$2,750.00	\$2,750.00	\$1,100.00	\$1,100.00	\$910.00	\$910.00	\$6,100.00	\$6,100.00

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				BIDDER NO. 9		BIDDER NO. 10		BIDDER NO. 11		BIDDER NO. 12	
				Relyco		Peters		Mashuda		Advance	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
WATERMAIN											
W-01	Provide 12" PVC Watermain (Natural Backfill)	LF	2,375	\$41.75	\$99,156.25	\$43.51	\$103,336.25	\$39.70	\$94,287.50	\$56.00	\$133,000.00
W-02	Provide 12" PVC Watermain (Granular Backfill)	LF	150	\$70.00	\$10,500.00	\$46.75	\$7,012.50	\$59.20	\$8,880.00	\$60.00	\$9,000.00
W-03	Provide 6" PVC Water Service (Natural Backfill)	LF	125	\$48.00	\$6,000.00	\$38.00	\$4,750.00	\$36.00	\$4,500.00	\$25.00	\$3,125.00
W-04	Provide 6" PVC Water Service (Granular Backfill)	LF	200	\$60.00	\$12,000.00	\$40.40	\$8,080.00	\$52.00	\$10,400.00	\$35.00	\$7,000.00
W-05	Provide 6" PVC Hydrant Lead	LF	50	\$44.00	\$2,200.00	\$40.00	\$2,000.00	\$36.00	\$1,800.00	\$45.00	\$2,250.00
W-06	Provide Hydrant Assembly – 7.0 Bury	EACH	1	\$3,000.00	\$3,000.00	\$3,105.00	\$3,105.00	\$2,966.00	\$2,966.00	\$3,575.00	\$3,575.00
W-07	Provide Hydrant Assembly – 7.5 Bury	EACH	3	\$3,040.00	\$9,120.00	\$3,260.00	\$9,780.00	\$3,040.00	\$9,120.00	\$3,625.00	\$10,875.00
W-08	Provide Hydrant Assembly – 8.5 Bury	EACH	3	\$3,200.00	\$9,600.00	\$3,500.00	\$10,500.00	\$3,140.00	\$9,420.00	\$3,825.00	\$11,475.00
W-09	Provide Hydrant Assembly – 9.0 Bury	EACH	1	\$3,276.00	\$3,276.00	\$3,600.00	\$3,600.00	\$3,276.00	\$3,276.00	\$3,925.00	\$3,925.00
W-10	Provide Hydrant Assembly – 9.5 Bury	EACH	1	\$3,331.00	\$3,331.00	\$3,700.00	\$3,700.00	\$3,331.00	\$3,331.00	\$4,025.00	\$4,025.00
W-11	Provide 12" Valve	EACH	8	\$2,641.00	\$21,128.00	\$2,375.00	\$19,000.00	\$2,589.00	\$20,712.00	\$2,555.00	\$20,440.00
W-12	Provide 6" Valve	EACH	14	\$1,063.00	\$14,882.00	\$1,050.00	\$14,700.00	\$1,063.00	\$14,882.00	\$1,800.00	\$25,200.00
W-13	Provide Connection to Existing Water Main	EACH	2	\$1,800.00	\$3,600.00	\$900.00	\$1,800.00	\$1,800.00	\$3,600.00	\$3,790.00	\$7,580.00
W-14	Abandon / Remove Water Main and Appurtenances	LS	1	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$1,695.00	\$1,695.00
W-15	Remove Hydrant	EACH	1	\$800.00	\$800.00	\$300.00	\$300.00	\$800.00	\$800.00	\$500.00	\$500.00
W-16	Connection to Existing Water Main - American Boulevard	LS	1	\$29,100.00	\$29,100.00	\$18,250.00	\$18,250.00	\$21,200.00	\$21,200.00	\$30,000.00	\$30,000.00
STREET AND DRAINAGE											
SD-01	Unclassified Excavation / Pond Excavation – Site 1	CY	69,250	\$2.75	\$190,437.50	\$4.45	\$308,162.50	\$2.98	\$206,365.00	\$2.75	\$190,437.50

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				BIDDER NO. 9		BIDDER NO. 10		BIDDER NO. 11		BIDDER NO. 12	
				Relyco		Peters		Mashuda		Advance	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SD-02	Unclassified Excavation / Pond Excavation – Site 2	CY	19,500	\$4.40	\$85,800.00	\$5.67	\$110,565.00	\$4.63	\$90,285.00	\$4.40	\$85,800.00
SD-03	Pavement Removal	SY	2,378	\$3.95	\$9,393.10	\$2.25	\$5,350.50	\$3.15	\$7,490.70	\$3.95	\$9,393.10
SD-04	Landscaping – Topsoil, Seed, Fertilizer and Mulch – Other than Ponds	SY	1,750	\$2.15	\$3,762.50	\$2.15	\$3,762.50	\$1.25	\$2,187.50	\$2.15	\$3,762.50
SD-05	Landscaping – Topsoil, Seed, Fertilizer and Mulch – Wetland Meadow Seeding - Ponds	SY	1,000	\$2.45	\$2,450.00	\$1.45	\$1,450.00	\$3.50	\$3,500.00	\$2.45	\$2,450.00
SD-06	Landscaping – Topsoil, Seed, Fertilizer and Mulch – Upland Meadow Seeding - Ponds	SY	8,250	\$1.70	\$14,025.00	\$1.95	\$16,087.50	\$1.45	\$11,962.50	\$1.70	\$14,025.00
SD-07	DELETED										
SD-08	Clear and Grub – Site 2	LS	1	\$4,500.00	\$4,500.00	\$4,250.00	\$4,250.00	\$1,000.00	\$1,000.00	\$4,100.00	\$4,100.00
SPECIAL CONSTRUCTION											
SP-01	Provide Pipe Foundation Stabilization	CY	100	\$40.00	\$4,000.00	\$18.00	\$1,800.00	\$25.00	\$2,500.00	\$35.00	\$3,500.00
SP-02	Provide Silt Fence	LF	8,900	\$1.70	\$15,130.00	\$1.70	\$15,130.00	\$2.00	\$17,800.00	\$1.70	\$15,130.00
SP-03	Provide Inlet Protection, Type A	EACH	19	\$110.00	\$2,090.00	\$110.00	\$2,090.00	\$100.00	\$1,900.00	\$110.00	\$2,090.00
SP-04	Provide Inlet Protection, Type C	EACH	6	\$50.00	\$300.00	\$50.00	\$300.00	\$50.00	\$300.00	\$50.00	\$300.00
SP-05	Erosion Control Revegetation Mat, Channel	SY	1,500	\$1.20	\$1,800.00	\$1.20	\$1,800.00	\$1.65	\$2,475.00	\$1.20	\$1,800.00
SP-06	Erosion Control Revegetation Mat, Non-Channel	SY	8,250	\$1.00	\$8,250.00	\$1.00	\$8,250.00	\$1.05	\$8,662.50	\$1.00	\$8,250.00
SP-07	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 12” Thick	SY	275	\$35.00	\$9,625.00	\$24.20	\$6,655.00	\$20.00	\$5,500.00	\$28.00	\$7,700.00
SP-08	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 18” Thick	SY	350	\$45.00	\$15,750.00	\$24.20	\$8,470.00	\$27.00	\$9,450.00	\$40.00	\$14,000.00
SP-09	Provide Tracking Pad	EACH	2	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
SP-10	Remove Fence	LF	265	\$2.00	\$530.00	\$3.00	\$795.00	\$2.00	\$530.00	\$10.00	\$2,650.00
SP-11	Remove & Dispose of Concrete/Asphalt Material-Site 2	LS	1	\$6,000.00	\$6,000.00	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00

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				BIDDER NO. 9		BIDDER NO. 10		BIDDER NO. 11		BIDDER NO. 12	
				Relyco		Peters		Mashuda		Advance	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SP-12	Temporary Seed Topsoil Stockpile – Site 1	LS	1	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00
SP-13	Temporary Seed Topsoil Stockpile – Site 2	LS	1	\$750.00	\$750.00	\$750.00	\$750.00	\$1,250.00	\$1,250.00	\$2,500.00	\$2,500.00
	TOTAL BID				\$1,144,799.85		\$1,145,142.65		\$1,154,036.20		\$1,234,461.10

**PROJECT 16-04A UTILITY AND
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				BIDDER NO. 13		BIDDER NO. 14		BIDDER NO. 15	
				Carl Bowers		Musson Brothers		Buteyn-Peterson	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER									
SS-01	Provide 8” PVC Sanitary Sewer (Natural Backfill)	LF	1,860	\$40.00	\$74,400.00	\$43.00	\$79,980.00	\$40.00	\$74,400.00
SS-02	Provide 8” PVC Sanitary Sewer (Granular Backfill)	LF	130	\$66.00	\$8,580.00	\$66.00	\$8,580.00	\$65.00	\$8,450.00
SS-03	Provide 6” PVC Sanitary Lateral (Natural Backfill)	LF	160	\$30.00	\$4,800.00	\$43.00	\$6,880.00	\$40.00	\$6,400.00
SS-04	Provide 6” PVC Sanitary Lateral (Granular Backfill)	LF	200	\$47.00	\$9,400.00	\$66.00	\$13,200.00	\$80.00	\$16,000.00
SS-05	Provide 6” Sanitary Riser	LF	25	\$50.00	\$1,250.00	\$66.00	\$1,650.00	\$14.00	\$350.00
SS-06	Provide 8” x 6” Wye	EACH	5	\$100.00	\$500.00	\$170.00	\$850.00	\$116.00	\$580.00
SS-07	Provide 4’ Diameter Sanitary Manhole	VF	160	\$225.00	\$36,000.00	\$260.00	\$41,600.00	\$203.00	\$32,480.00
SS-08	Provide 8” PVC Sanitary Sewer (Bore & Jack)	LS	1	\$51,000.00	\$51,000.00	\$36,000.00	\$36,000.00	\$42,590.00	\$42,590.00
STORM SEWER									
ST-01	Provide 45”x 29” Elliptical RCP CL III (Natural Backfill)	LF	75	\$95.00	\$7,125.00	\$118.00	\$8,850.00	\$138.00	\$10,350.00
ST-02	Provide 45”x 29” Elliptical RCP CL III (Granular Backfill)	LF	115	\$111.00	\$12,765.00	\$120.00	\$13,800.00	\$150.00	\$17,250.00
ST-03	Provide 42” RCP CL III or Polypropylene (Natural Backfill)	LF	385	\$82.00	\$31,570.00	\$120.00	\$46,200.00	\$145.00	\$55,825.00
ST-04	Provide 36” RCP CL III or Polypropylene (Natural Backfill)	LF	850	\$66.00	\$56,100.00	\$103.00	\$87,550.00	\$114.00	\$96,900.00
ST-05	Provide 30” RCP CL III or Polypropylene (Natural Backfill)	LF	50	\$55.00	\$2,750.00	\$75.00	\$3,750.00	\$89.00	\$4,450.00
ST-06	Provide 27” RCP CL III or Polypropylene (Natural Backfill)	LF	8	\$54.00	\$432.00	\$140.00	\$1,120.00	\$35.00	\$280.00
ST-07	Provide 24” RCP CL III or Polypropylene (Natural Backfill)	LF	415	\$43.00	\$17,845.00	\$61.00	\$25,315.00	\$58.00	\$24,070.00
ST-08	Provide 18” RCP CL III or PVC Storm Sewer (Natural Backfill)	LF	640	\$37.00	\$23,680.00	\$53.00	\$33,920.00	\$55.00	\$35,200.00
ST-09	Provide 18” RCP CL III or PVC Storm Sewer (Granular Backfill)	LF	195	\$57.00	\$11,115.00	\$57.00	\$11,115.00	\$68.00	\$13,260.00
ST-10	Provide 24” RCP CL III Culvert (Granular Backfill)	LF	200	\$59.00	\$11,800.00	\$54.00	\$10,800.00	\$70.00	\$14,000.00

**PROJECT 16-04A UTILITY AND
POND CONSTRUCTION
BID TAB
CITY OF DE PERE**



				BIDDER NO. 13		BIDDER NO. 14		BIDDER NO. 15	
				Carl Bowers		Musson Brothers		Buteyn-Peterson	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER									
ST-11	DELETED								
ST-12	Provide 15” PVC or RCP (Granular Backfill)	LF	100	\$50.00	\$5,000.00	\$58.00	\$5,800.00	\$56.00	\$5,600.00
ST-13	Provide 15” PVC or RCP (Natural Backfill)	LF	125	\$34.00	\$4,250.00	\$54.00	\$6,750.00	\$48.00	\$6,000.00
ST-14	Provide 8’ Diameter Storm Manhole	VF	20	\$700.00	\$14,000.00	\$610.00	\$12,200.00	\$818.00	\$16,360.00
ST-15	Provide 6’ Diameter Storm Manhole	VF	35	\$500.00	\$17,500.00	\$476.00	\$16,660.00	\$550.00	\$19,250.00
ST-16	Provide 5’ Diameter Storm Manhole	VF	50	\$430.00	\$21,500.00	\$350.00	\$17,500.00	\$434.00	\$21,700.00
ST-17	Provide 4’ Diameter Storm Manhole	VF	6	\$350.00	\$2,100.00	\$308.00	\$1,848.00	\$376.00	\$2,256.00
ST-18	Provide 45” x 29” RCP Flared End Section	EACH	1	\$1,200.00	\$1,200.00	\$1,600.00	\$1,600.00	\$1,376.00	\$1,376.00
ST-19	Provide 42” RCP Flared End Section	EACH	2	\$1,250.00	\$2,500.00	\$1,600.00	\$3,200.00	\$1,570.00	\$3,140.00
ST-20	DELETED								
ST-21	Provide 24” RCP Flared End Section	EACH	5	\$650.00	\$3,250.00	\$1,000.00	\$5,000.00	\$964.00	\$4,820.00
ST-22	Provide Type ‘A’ Inlet	EACH	3	\$1,400.00	\$4,200.00	\$1,800.00	\$5,400.00	\$1,444.00	\$4,332.00
ST-23	Provide Type ‘B’ Inlet	EACH	16	\$1,500.00	\$24,000.00	\$1,700.00	\$27,200.00	\$2,560.00	\$40,960.00
ST-24	Remove Pipe	LF	300	\$5.00	\$1,500.00	\$20.00	\$6,000.00	\$18.50	\$5,550.00
ST-25	Remove Inlet	EA	2	\$250.00	\$500.00	\$300.00	\$600.00	\$420.00	\$840.00
ST-26	Reconnect to Existing Inlet	EACH	1	\$300.00	\$300.00	\$450.00	\$450.00	\$370.00	\$370.00
ST-27	Pond Outlet Structure	EACH	2	\$9,000.00	\$18,000.00	\$6,950.00	\$13,900.00	\$1,700.00	\$3,400.00
ST-28	Pond Stone Weeper – Site 1	LS	1	\$300.00	\$300.00	\$2,800.00	\$2,800.00	\$2,184.00	\$2,184.00
ST-29	Pond Stone Weeper – Site 2	LS	1	\$300.00	\$300.00	\$3,200.00	\$3,200.00	\$2,184.00	\$2,184.00

**PROJECT 16-04A UTILITY AND
POND CONSTRUCTION
BID TAB
CITY OF DE PERE**



				BIDDER NO. 13		BIDDER NO. 14		BIDDER NO. 15	
				Carl Bowers		Musson Brothers		Buteyn-Peterson	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER									
WATERMAIN									
W-01	Provide 12" PVC Watermain (Natural Backfill)	LF	2,375	\$45.00	\$106,875.00	\$66.00	\$156,750.00	\$70.00	\$166,250.00
W-02	Provide 12" PVC Watermain (Granular Backfill)	LF	150	\$65.00	\$9,750.00	\$83.00	\$12,450.00	\$93.00	\$13,950.00
W-03	Provide 6" PVC Water Service (Natural Backfill)	LF	125	\$40.00	\$5,000.00	\$40.00	\$5,000.00	\$56.00	\$7,000.00
W-04	Provide 6" PVC Water Service (Granular Backfill)	LF	200	\$50.00	\$10,000.00	\$48.00	\$9,600.00	\$82.00	\$16,400.00
W-05	Provide 6" PVC Hydrant Lead	LF	50	\$40.00	\$2,000.00	\$100.00	\$5,000.00	\$56.00	\$2,800.00
W-06	Provide Hydrant Assembly – 7.0 Bury	EACH	1	\$3,300.00	\$3,300.00	\$3,500.00	\$3,500.00	\$3,758.00	\$3,758.00
W-07	Provide Hydrant Assembly – 7.5 Bury	EACH	3	\$3,400.00	\$10,200.00	\$3,700.00	\$11,100.00	\$3,868.00	\$11,604.00
W-08	Provide Hydrant Assembly – 8.5 Bury	EACH	3	\$3,500.00	\$10,500.00	\$4,000.00	\$12,000.00	\$4,050.00	\$12,150.00
W-09	Provide Hydrant Assembly – 9.0 Bury	EACH	1	\$3,600.00	\$3,600.00	\$4,200.00	\$4,200.00	\$4,152.00	\$4,152.00
W-10	Provide Hydrant Assembly – 9.5 Bury	EACH	1	\$3,700.00	\$3,700.00	\$4,300.00	\$4,300.00	\$4,315.00	\$4,315.00
W-11	Provide 12" Valve	EACH	8	\$3,000.00	\$24,000.00	\$3,000.00	\$24,000.00	\$4,150.00	\$33,200.00
W-12	Provide 6" Valve	EACH	14	\$1,300.00	\$18,200.00	\$1,300.00	\$18,200.00	\$1,984.00	\$27,776.00
W-13	Provide Connection to Existing Water Main	EACH	2	\$3,000.00	\$6,000.00	\$3,200.00	\$6,400.00	\$1,400.00	\$2,800.00
W-14	Abandon / Remove Water Main and Appurtenances	LS	1	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00	\$760.00	\$760.00
W-15	Remove Hydrant	EACH	1	\$800.00	\$800.00	\$600.00	\$600.00	\$700.00	\$700.00
W-16	Connection to Existing Water Main - American Boulevard	LS	1	\$3,000.00	\$3,000.00	\$3,400.00	\$3,400.00	\$42,928.00	\$42,928.00
STREET AND DRAINAGE									
SD-01	Unclassified Excavation / Pond Excavation – Site 1	CY	69,250	\$3.00	\$207,750.00	\$4.55	\$315,087.50	\$4.37	\$302,622.50

**PROJECT 16-04A UTILITY AND
POND CONSTRUCTION
BID TAB
CITY OF DE PERE**



				BIDDER NO. 13		BIDDER NO. 14		BIDDER NO. 15	
				Carl Bowers		Musson Brothers		Buteyn-Peterson	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER									
SD-02	Unclassified Excavation / Pond Excavation – Site 2	CY	19,500	\$12.00	\$234,000.00	\$4.10	\$79,950.00	\$5.05	\$98,475.00
SD-03	Pavement Removal	SY	2,378	\$5.00	\$11,890.00	\$4.25	\$10,106.50	\$5.56	\$13,221.68
SD-04	Landscaping – Topsoil, Seed, Fertilizer and Mulch – Other than Ponds	SY	1,750	\$3.25	\$5,687.50	\$2.00	\$3,500.00	\$1.00	\$1,750.00
SD-05	Landscaping – Topsoil, Seed, Fertilizer and Mulch – <u>Wetland Meadow Seeding</u> - Ponds	SY	1,000	\$3.25	\$3,250.00	\$4.15	\$4,150.00	\$2.25	\$2,250.00
SD-06	Landscaping – Topsoil, Seed, Fertilizer and Mulch – <u>Upland Meadow Seeding</u> - Ponds	SY	8,250	\$3.50	\$28,875.00	\$2.10	\$17,325.00	\$2.25	\$18,562.50
SD-07	DELETED								
SD-08	Clear and Grub – Site 2	LS	1	\$1,500.00	\$1,500.00	\$4,100.00	\$4,100.00	\$4,200.00	\$4,200.00
SPECIAL CONSTRUCTION									
SP-01	Provide Pipe Foundation Stabilization	CY	100	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$36.00	\$3,600.00
SP-02	Provide Silt Fence	LF	8,900	\$1.50	\$13,350.00	\$2.00	\$17,800.00	\$1.50	\$13,350.00
SP-03	Provide Inlet Protection, Type A	EACH	19	\$100.00	\$1,900.00	\$100.00	\$1,900.00	\$75.00	\$1,425.00
SP-04	Provide Inlet Protection, Type C	EACH	6	\$100.00	\$600.00	\$50.00	\$300.00	\$75.00	\$450.00
SP-05	Erosion Control Revegetation Mat, Channel	SY	1,500	\$3.00	\$4,500.00	\$1.65	\$2,475.00	\$1.75	\$2,625.00
SP-06	Erosion Control Revegetation Mat, Non-Channel	SY	8,250	\$3.50	\$28,875.00	\$1.05	\$8,662.50	\$1.10	\$9,075.00
SP-07	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 12” Thick	SY	275	\$50.00	\$13,750.00	\$26.00	\$7,150.00	\$40.00	\$11,000.00
SP-08	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 18” Thick	SY	350	\$55.00	\$19,250.00	\$36.00	\$12,600.00	\$40.00	\$14,000.00
SP-09	Provide Tracking Pad	EACH	2	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
SP-10	Remove Fence	LF	265	\$25.00	\$6,625.00	\$2.00	\$530.00	\$2.00	\$530.00
SP-11	Remove & Dispose of Concrete/Asphalt Material-Site 2	LS	1	\$15,000.00	\$15,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00

**PROJECT 16-04A UTILITY AND
POND CONSTRUCTION
BID TAB
CITY OF DE PERE**



				BIDDER NO. 13		BIDDER NO. 14		BIDDER NO. 15	
				Carl Bowers		Musson Brothers		Buteyn-Peterson	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER									
SP-12	Temporary Seed Topsoil Stockpile – Site 1	LS	1	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$500.00	\$500.00
SP-13	Temporary Seed Topsoil Stockpile – Site 2	LS	1	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$200.00	\$200.00
	TOTAL BID				\$1,308,639.50		\$1,343,754.50		\$1,449,536.68

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2016

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Recommendation from the Board of Public Works to Award the Contract for Project 16-04B Concrete Street Construction/Reconstruction to Relyco, Inc. In the Amount of \$1,646,773.23

The Board of Public Works recommendation is to award the contract for Project 16-04B Concrete Street Construction/Reconstruction to Relyco, Inc. for \$1,646,773.23.

The Engineering Department received bids for Project 16-04B Concrete Street Construction/Reconstruction on January 28, 2016. The work includes a new concrete street connecting Fortune Avenue to Venture Avenue, reconstruction of Richco Road to connect to American Boulevard, reconstruction of Fortune Avenue from Lawrence Drive to 1300 feet east of American Boulevard, and LED street lighting for these locations in the City's west business park. The bids received are as follows:

Contractor	Amount	<u>Alternate Item</u> SP-26 ALT HPS Roadway Luminaire M400A POWR/DOOR MDRA 25S	<u>Alternate Item</u> SP-36 ALT Railroad Crossing-Timber
Relyco, Inc.	\$1,646,773.23	\$5,610.00	\$91,000.00
Vinton Construction	\$1,668,993.77	\$5,610.00	\$84,000.00
Michels Paving	\$1,913,051.24	\$5,610.00	\$98,224.00

The budget includes \$1,800,000 from TID #6 and special assessments for this work. Alternate Item SP-26 was requested to evaluate the LED street lighting cost when HPS is allowed as an alternate. The HPS alternate is not recommended. Alternate Item SP-36 was requested to evaluate the cost to construct a timber crossing for the spur line in place of the composite crossing listed in the base bid. This alternate is not recommended because the wood crossing will not last as long in our climate. The composite crossings tend to do very well because snow plows, road salts, and the freeze-thaw cycle have very little effect on the product.

ATTACHMENTS:

- 16-04B Bid Tab (PDF)

**PROJECT 16-04B CONCRETE STREET
CONSTRUCTION/
RECONSTRUCTION**

9.a

**BID TAB
CITY OF DE PERE**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Relyco, Inc.		Vinton Construction		Michels Paving, A Division of Michels	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
WATERMAIN									
W-01	Provide 6" Valve	EACH	3	\$1,100.00	\$3,300.00	\$1,410.00	\$4,230.00	\$5,500.00	\$16,500.00
W-02	Provide 6" Hydrant Lead (Natural Backfill)	LF	55	\$40.00	\$2,200.00	\$58.80	\$3,234.00	\$145.00	\$7,975.00
W-03	Hydrant 6.5' Bury (Site 3)	EACH	3	\$3,000.00	\$9,000.00	\$3,920.00	\$11,760.00	\$7,500.00	\$22,500.00
W-04	Remove Hydrant	EACH	3	\$800.00	\$2,400.00	\$435.00	\$1,305.00	\$800.00	\$2,400.00
STORM SEWER									
ST-01	Provide Pipe Edgedrain 6-Inch	LF	9,850	\$10.56	\$104,016.00	\$8.50	\$83,725.00	\$6.86	\$67,571.00
ST-02	Remove Pipe	LF	120	\$17.04	\$2,044.80	\$6.00	\$720.00	\$25.00	\$3,000.00
ST-03	Provide 12" PVC or RCP (Granular Backfill)	LF	20	\$102.68	\$2,053.60	\$47.85	\$957.00	\$81.00	\$1,620.00
ST-04	Provide 15" PVC or RCP (Natural Backfill)	LF	50	\$41.34	\$2,067.00	\$50.40	\$2,520.00	\$68.00	\$3,400.00
ST-05	Provide 15" PVC or RCP (Granular Backfill)	LF	45	\$69.90	\$3,145.50	\$58.80	\$2,646.00	\$84.00	\$3,780.00
ST-06	Provide 18" PVC or RCP CL III (Natural Backfill)	LF	30	\$64.91	\$1,947.30	\$56.40	\$1,692.00	\$75.00	\$2,250.00
ST-07	Provide 18" PVC or RCP CL III (Granular Backfill)	LF	42	\$44.04	\$1,849.68	\$64.80	\$2,721.60	\$96.00	\$4,032.00
ST-08	Remove and Replace 24"X38" RCP Horizontal Elliptical Class HE-IV Storm Sewer (Granular Backfill)	LF	8	\$571.21	\$4,569.68	\$144.00	\$1,152.00	\$132.00	\$1,056.00
ST-09	Provide 5' Diameter Storm Manhole	VF	5	\$575.75	\$2,878.75	\$665.00	\$3,325.00	\$775.00	\$3,875.00
ST-10	Reconnect to Existing Pipe	EACH	13	\$273.25	\$3,552.25	\$200.00	\$2,600.00	\$500.00	\$6,500.00
ST-11	Reconnect to Existing Manhole/Inlet	EACH	3	\$154.88	\$464.64	\$263.00	\$789.00	\$500.00	\$1,500.00
ST-12	Abandon Existing Storm Pipe	LF	65	\$4.60	\$299.00	\$12.00	\$780.00	\$35.00	\$2,275.00
ST-13	Remove Inlet	EACH	9	\$152.25	\$1,370.25	\$298.00	\$2,682.00	\$400.00	\$3,600.00
ST-14	Install Concrete Collar	EACH	1	\$281.25	\$281.25	\$500.00	\$500.00	\$450.00	\$450.00
ST-15	Type B Inlet	EACH	12	\$1,562.89	\$18,754.68	\$1,922.00	\$23,064.00	\$1,975.00	\$23,700.00
STREET AND DRAINAGE CONSTRUCTION									
SD-01	Pavement Removal	SY	13,965	\$2.25	\$31,421.25	\$2.75	\$38,403.75	\$6.10	\$85,186.50
SD-02	Unclassified Excavation – Site 1	CY	3,250	\$5.85	\$19,012.50	\$6.54	\$21,255.00	\$8.42	\$27,365.00
SD-03	Unclassified Excavation – Site 2	CY	3,530	\$6.80	\$24,004.00	\$5.17	\$18,250.10	\$7.96	\$28,098.80
SD-04	Unclassified Excavation – Site 3	CY	4,046	\$8.00	\$32,368.00	\$8.87	\$35,888.02	\$10.49	\$42,442.54
SD-05	Unclassified Excavation – Site 4	CY	1,480	\$7.50	\$11,100.00	\$10.95	\$16,206.00	\$9.49	\$14,045.20
SD-06	1 1/4-inch Crushed Aggregate Base Course (6-inch depth)	SY	23,730	\$3.85	\$91,360.50	\$3.91	\$92,784.30	\$3.30	\$78,309.00
SD-07	Base Aggregate Open Graded (4-inch depth)	SY	23,000	\$3.00	\$69,000.00	\$2.65	\$60,950.00	\$3.14	\$72,220.00
SD-08	Asphaltic Pavement Patch Type E-0.3, (PG58-28) 4- Inch	SY	275	\$45.30	\$12,457.50	\$45.75	\$12,581.25	\$45.30	\$12,457.50
SD-09	Asphaltic Pavement Patch Type E-0.3, (PG58-28) 2- Inch	SY	525	\$16.25	\$8,531.25	\$0.01	\$5.25	\$16.25	\$8,531.25
SD-10	Remove and Replace 24" Concrete Curb & Gutter	LF	20	\$18.50	\$370.00	\$30.00	\$600.00	\$37.88	\$757.60

**PROJECT 16-04B CONCRETE STREET
CONSTRUCTION/
RECONSTRUCTION**

9.a

**BID TAB
CITY OF DE PERE**



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Relyco, Inc.		Vinton Construction		Michels Paving, A Division of Michels	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-11	Concrete Curb & Gutter Integral	LF	9,485	\$9.90	\$93,901.50	\$12.00	\$113,820.00	\$12.56	\$119,131.60
SD-12	Concrete Curb & Gutter Integral, HES	LF	510	\$10.53	\$5,370.30	\$15.00	\$7,650.00	\$15.35	\$7,828.50
SD-13	9" Doweled Concrete Pavement with Integral Curb & Gutter	SY	17,700	\$37.96	\$671,892.00	\$36.70	\$649,590.00	\$41.35	\$731,895.00
SD-14	9" Doweled Concrete Pavement with Integral Curb & Gutter, HES	SY	900	\$39.11	\$35,199.00	\$39.70	\$35,730.00	\$44.83	\$40,347.00
SD-15	Concrete Median Sloped Nose Type 1 Modified	SF	175	\$7.37	\$1,289.75	\$8.50	\$1,487.50	\$7.75	\$1,356.25
SD-16	Concrete Sidewalk or Driveway 9-inch, HES	SY	1,900	\$39.31	\$74,689.00	\$49.70	\$94,430.00	\$49.70	\$94,430.00
SD-17	Remove and Replace Concrete Sidewalk and Ramp 6-inch	SY	55	\$34.88	\$1,918.40	\$47.00	\$2,585.00	\$41.50	\$2,282.50
SD-18	Drilled Tie Bars	EACH	185	\$6.77	\$1,252.45	\$8.00	\$1,480.00	\$8.15	\$1,507.75
SD-19	Drilled Dowel Bars	EACH	165	\$13.00	\$2,145.00	\$13.00	\$2,145.00	\$14.25	\$2,351.25
SD-20	Detectable Warning Field Yellow	EACH	3	\$240.00	\$720.00	\$240.00	\$720.00	\$240.00	\$720.00
SD-21	Landscaping – Topsoil, Seed, Fertilizer and Mulch	SY	25,000	\$0.75	\$18,750.00	\$1.75	\$43,750.00	\$2.35	\$58,750.00
SD-22	Provide 18" Concrete Curb & Gutter	LF	415	\$17.43	\$7,233.45	\$17.80	\$7,387.00	\$17.80	\$7,387.00
SPECIAL CONSTRUCTION									
SP-01	Inlet Protection, Type C	EACH	37	\$48.00	\$1,776.00	\$48.00	\$1,776.00	\$48.00	\$1,776.00
SP-02	Erosion Control Non-Channel Revegetation Mat	SY	25	\$3.00	\$75.00	\$3.00	\$75.00	\$3.00	\$75.00
SP-03	Adjust Inlet	EACH	19	\$150.00	\$2,850.00	\$250.00	\$4,750.00	\$550.00	\$10,450.00
SP-04	Adjust Manhole	EACH	28	\$150.00	\$4,200.00	\$250.00	\$7,000.00	\$550.00	\$15,400.00
SP-05	Remove Existing Light Pole Base	EACH	9	\$100.00	\$900.00	\$100.00	\$900.00	\$100.00	\$900.00
SP-06	Remove Existing Light Pole (salvage to City)	EACH	7	\$200.00	\$1,400.00	\$200.00	\$1,400.00	\$200.00	\$1,400.00
SP-07	Conduit Rigid Nonmetallic Schedule 40, 2-Inch minimum	LF	7,100	\$5.50	\$39,050.00	\$5.50	\$39,050.00	\$5.50	\$39,050.00
SP-08	Conduit Rigid Nonmetallic Schedule 40, 3-Inch minimum	LF	20	\$6.00	\$120.00	\$6.00	\$120.00	\$6.00	\$120.00
SP-09	Conduit Bored, 2-Inch	LF	400	\$12.00	\$4,800.00	\$12.00	\$4,800.00	\$12.00	\$4,800.00
SP-10	Pull Box 24x42-Inch	EACH	5	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00
SP-11	Concrete Base, Type 1	EACH	3	\$575.00	\$1,725.00	\$575.00	\$1,725.00	\$575.00	\$1,725.00
SP-12	Concrete Base, Type 5	EACH	17	\$625.00	\$10,625.00	\$625.00	\$10,625.00	\$625.00	\$10,625.00
SP-13	Concrete Control Cabinet Base, Type L24	EACH	2	\$1,100.00	\$2,200.00	\$1,100.00	\$2,200.00	\$1,100.00	\$2,200.00
SP-14	Electrical Wire Lighting 12 AWG	LF	7,800	\$0.50	\$3,900.00	\$0.50	\$3,900.00	\$0.50	\$3,900.00
SP-15	Electrical Wire Lighting 4 AWG	LF	10,500	\$1.10	\$11,550.00	\$1.10	\$11,550.00	\$1.10	\$11,550.00
SP-16	Electrical Wire Lighting 2 AWG	LF	5,000	\$1.50	\$7,500.00	\$1.50	\$7,500.00	\$1.50	\$7,500.00
SP-17	Electrical Service Meter Breaker Pedestal, Fortune Avenue	LS	1	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00
SP-18	Pedestal Base, Type 1 with factory applied black finish	EACH	3	\$205.00	\$615.00	\$205.00	\$615.00	\$205.00	\$615.00
SP-19	Transformer Base Breakaway 11 1/2-Inch Bolt Circle, anodized black with factory applied black finish	EACH	17	\$295.00	\$5,015.00	\$295.00	\$5,015.00	\$295.00	\$5,015.00

**PROJECT 16-04B CONCRETE STREET
CONSTRUCTION/
RECONSTRUCTION**

9.a

**BID TAB
CITY OF DE PERE**



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Relyco, Inc.		Vinton Construction		Michels Paving, A Division of Michels	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-20	Poles Type 5-Aluminum, anodized black	EACH	17	\$1,130.00	\$19,210.00	\$1,130.00	\$19,210.00	\$1,130.00	\$19,210.00
SP-21	Traffic Signal Standards Aluminum 10-FT, factory applied black finish	EACH	3	\$320.00	\$960.00	\$320.00	\$960.00	\$320.00	\$960.00
SP-22	Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT, anodized black	EACH	17	\$175.00	\$2,975.00	\$175.00	\$2,975.00	\$175.00	\$2,975.00
SP-23	Pedestrian Signal Face 16-inch w/Countdown Timer	EACH	8	\$450.00	\$3,600.00	\$450.00	\$3,600.00	\$450.00	\$3,600.00
SP-24	Pedestrian Push Button	EACH	8	\$220.00	\$1,760.00	\$220.00	\$1,760.00	\$220.00	\$1,760.00
SP-25	Wiring for Pedestrian Push Button & Pedestrian Signal Face	LS	1	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
SP-26	Luminaires Utility LED C	EACH	17	\$455.00	\$7,735.00	\$455.00	\$7,735.00	\$455.00	\$7,735.00
SP-27	Lighting Control Cabinet, 120/240 24-Inch (Fortune Ave)	EACH	1	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00
SP-28	Lighting Control Cabinet, 120/240 24-Inch (American Blvd)	EACH	1	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00
SP-29	Pavement Marking Epoxy 4-inch White	LF	2,150	\$0.85	\$1,827.50	\$0.85	\$1,827.50	\$1.85	\$3,977.50
SP-30	Pavement Marking Epoxy 4-Inch Yellow	LF	3,800	\$0.85	\$3,230.00	\$0.85	\$3,230.00	\$0.85	\$3,230.00
SP-31	Pavement Marking Epoxy 8-Inch White	LF	110	\$0.95	\$104.50	\$0.95	\$104.50	\$0.95	\$104.50
SP-32	Pavement Marking Stop Line Epoxy 18-inch	LF	110	\$9.75	\$1,072.50	\$9.75	\$1,072.50	\$9.75	\$1,072.50
SP-33	Pavement Marking Crosswalk Epoxy 12-inch	LF	225	\$8.50	\$1,912.50	\$8.50	\$1,912.50	\$8.50	\$1,912.50
SP-34	Pavement Marking Arrows Epoxy Type 1	EACH	2	\$215.00	\$430.00	\$215.00	\$430.00	\$215.00	\$430.00
SP-35	Pavement Marking Arrows Epoxy Type 2	EACH	2	\$275.00	\$550.00	\$275.00	\$550.00	\$275.00	\$550.00
SP-36	Temporary Pavement Marking Reflective Tape 4-inch yellow	LF	500	\$1.00	\$500.00	\$1.00	\$500.00	\$1.00	\$500.00
SP-37	Temporary Pavement Marking Stopline Removable Tape 18-inch	LF	25	\$5.00	\$125.00	\$5.00	\$125.00	\$5.00	\$125.00
SP-38	Maintain Erosion Best Management Practices	LS	1	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00
SP-39	Railroad Crossing – Composite	LS	1	\$101,000.00	\$101,000.00	\$94,000.00	\$94,000.00	\$112,724.00	\$112,724.00
SP-40	Relocate Mailboxes	EACH	4	\$300.00	\$1,200.00	\$200.00	\$800.00	\$150.00	\$600.00
TOTAL BID					\$1,646,773.23		\$1,668,993.77		\$1,913,051.24
ALTERNATE ITEMS									
ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-26 ALT	HPS Roadway Luminaire M400A POWR/DOOR MDRE 25 S	EACH	17	\$330.00	\$5,610.00	\$330.00	\$5,610.00	\$330.00	\$5,610.00
SP-36	Railroad Crossing-Timber	LS	1	\$91,000.00	\$91,000.00	\$84,000.00	\$84,000.00	\$98,224.00	\$98,224.00

Attachment: 16-04B Bid Tab (4388 : Recommendation from the BOPW to Award Project 16-04B Concrete Street Construction/Reconstruction)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award the Contract for Project 16-06 2016 Concrete Pavement Patching to Sommers Construction Company, Inc. in the Amount of \$311,899.50.

Staff recommendation is to award the contract for 16-06 2016 Concrete Pavement Patching to Sommers Construction Company, Inc. for \$311,899.50

The Engineering Department received bids on Project 16-06 2016 Concrete Pavement Patching on February 2, 2016. The work includes concrete patching on Lawrence Drive from Southwest Park to 400 feet south of Fortune Avenue and on American Boulevard from Biotech Way to Southbridge Road. The bids received are as follows:

Contractor	Amount
Sommers Construction Company Inc.	\$311,899.50
Vinton Construction	\$358,363.00
Martell Construction, Inc.	\$362,395.00
Cornerstone Pavers, LLC	\$369,339.92
Fischer Ulman Construction, Inc.	\$374,487.50
Jim Fisher, Inc.	\$397,155.00
Al Dix Concrete, Inc.	\$412,355.00

The budgeted amount from capital improvement budget is \$327,500. Funding for this work will be from TID #6.

ATTACHMENTS:

- 16-06 Bid Tab(PDF)

PROJECT 16-06 CONCRETE PAVEMENT PATCHING

BID TAB

10.a



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7	
				Sommers Construction Company, Inc.		Vinton Construction		Martell Construction, Inc.		Cornerstone Pavers, LLC		Fischer Ulman Construction, Inc.		Jim Fischer, Inc.		Al Dix Concrete, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE CONSTRUCTION																	
SD-01	Remove and Replace 9" Doweled Concrete Pavement	SY	1160	\$ 57.80	\$ 67,048.00	\$ 70.20	\$ 81,432.00	\$ 68.20	\$ 79,112.00	\$ 64.82	\$ 75,191.20	\$ 64.00	\$ 74,240.00	\$ 68.00	\$ 78,880.00	\$ 67.00	\$ 77,720.00
SD-02	Remove and Replace 8" Doweled Concrete Pavement	SY	2600	\$ 56.40	\$ 146,640.00	\$ 67.80	\$ 176,280.00	\$ 64.50	\$ 167,700.00	\$ 61.40	\$ 159,640.00	\$ 61.00	\$ 158,600.00	\$ 66.00	\$ 171,600.00	\$ 64.00	\$ 166,400.00
SD-03	Provide New 9" Doweled Concrete Pavement	SY	310	\$ 47.05	\$ 14,585.50	\$ 53.00	\$ 16,430.00	\$ 55.85	\$ 17,313.50	\$ 51.00	\$ 15,810.00	\$ 61.00	\$ 18,910.00	\$ 64.00	\$ 19,840.00	\$ 60.00	\$ 18,600.00
SD-04	Drilled Tie Bars	EA	1830	\$ 6.00	\$ 10,980.00	\$ 7.00	\$ 12,810.00	\$ 6.00	\$ 10,980.00	\$ 5.98	\$ 10,943.40	\$ 7.00	\$ 12,810.00	\$ 7.50	\$ 13,725.00	\$ 7.00	\$ 12,810.00
SD-05	Drilled Dowel Bars	EA	1100	\$ 11.00	\$ 12,100.00	\$ 12.00	\$ 13,200.00	\$ 13.00	\$ 14,300.00	\$ 9.60	\$ 10,560.00	\$ 12.50	\$ 13,750.00	\$ 13.00	\$ 14,300.00	\$ 12.00	\$ 13,200.00
SD-06	Cross Stitching Longitudinal Joints and Cracks - #6 Bars	EA	218	\$ 21.00	\$ 4,578.00	\$ 20.00	\$ 4,360.00	\$ 24.00	\$ 5,232.00	\$ 28.74	\$ 6,265.32	\$ 25.00	\$ 5,450.00	\$ 40.00	\$ 8,720.00	\$ 75.00	\$ 16,350.00
SD-07	Remove and Replace 24" Concrete Curb and Gutter Integral – 9" Depth	LF	725	\$ 15.00	\$ 10,875.00	\$ 17.00	\$ 12,325.00	\$ 17.50	\$ 12,687.50	\$ 29.70	\$ 21,532.50	\$ 31.50	\$ 22,837.50	\$ 26.00	\$ 18,850.00	\$ 30.00	\$ 21,750.00
SD-08	Remove and Replace 24" Concrete Curb and Gutter Integral – 8" Depth	LF	1000	\$ 15.00	\$ 15,000.00	\$ 17.00	\$ 17,000.00	\$ 17.20	\$ 17,200.00	\$ 29.39	\$ 29,390.00	\$ 30.75	\$ 30,750.00	\$ 25.00	\$ 25,000.00	\$ 29.00	\$ 29,000.00
SD-09	Install New 24" Concrete Curb and Gutter Integral – 9" Depth	LF	175	\$ 15.00	\$ 2,625.00	\$ 17.00	\$ 2,975.00	\$ 14.20	\$ 2,485.00	\$ 19.90	\$ 3,482.50	\$ 28.00	\$ 4,900.00	\$ 22.00	\$ 3,850.00	\$ 25.00	\$ 4,375.00
SD-10	Unclassified Excavation	CY	160	\$ 15.65	\$ 2,504.00	\$ 14.95	\$ 2,392.00	\$ 20.00	\$ 3,200.00	\$ 21.00	\$ 3,360.00	\$ 17.50	\$ 2,800.00	\$ 18.00	\$ 2,880.00	\$ 15.00	\$ 2,400.00
SD-11	Remove Concrete Curb Head	LF	75	\$ 8.00	\$ 600.00	\$ 5.00	\$ 375.00	\$ 20.00	\$ 1,500.00	\$ 22.00	\$ 1,650.00	\$ 40.00	\$ 3,000.00	\$ 10.00	\$ 750.00	\$ 40.00	\$ 3,000.00
SD-12	Crushed Aggregate Base Course 1 ¼" – 8" Depth	TON	320	\$ 11.95	\$ 3,824.00	\$ 10.70	\$ 3,424.00	\$ 16.00	\$ 5,120.00	\$ 15.00	\$ 4,800.00	\$ 16.25	\$ 5,200.00	\$ 16.50	\$ 5,280.00	\$ 20.00	\$ 6,400.00
SD-13	Concrete Median Sloped Nose	SF	200	\$ 8.00	\$ 1,600.00	\$ 8.00	\$ 1,600.00	\$ 8.00	\$ 1,600.00	\$ 8.75	\$ 1,750.00	\$ 11.00	\$ 2,200.00	\$ 8.00	\$ 1,600.00	\$ 28.00	\$ 5,600.00
SD-14	Traffic Control	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 8,000.00	\$ 8,000.00	\$ 16,000.00	\$ 16,000.00	\$ 17,000.00	\$ 17,000.00	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00	\$ 22,000.00	\$ 22,000.00
SPECIAL CONSTRUCTION																	
SC-01	Inlet Protection Erosion Control	EA	87	\$ 45.00	\$ 3,915.00	\$ 30.00	\$ 2,610.00	\$ 45.00	\$ 3,915.00	\$ 45.00	\$ 3,915.00	\$ 50.00	\$ 4,350.00	\$ 90.00	\$ 7,830.00	\$ 100.00	\$ 8,700.00
SC-02	Adjust Inlets/Manholes	EA	9	\$ 225.00	\$ 2,025.00	\$ 350.00	\$ 3,150.00	\$ 450.00	\$ 4,050.00	\$ 450.00	\$ 4,050.00	\$ 410.00	\$ 3,690.00	\$ 450.00	\$ 4,050.00	\$ 450.00	\$ 4,050.00
	TOTAL BID				\$ 311,899.50		\$ 358,363.00		\$ 362,395.00		\$ 369,339.92		\$ 374,487.50		\$ 397,155.00		\$ 412,355.00

Attachment: 16-06 Bid Tab (4390 : Recommendation from the BOPW to Award Contract for Project 16-06

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award the Contract for Project 16-09 Pond and Drainage System Construction to Kruczek Construction Incorporated in the Amount of \$573,573.73.

The Board of Public Works recommendation is to award the bid for Project 16-09 Pond and Drainage System Construction to Kruczek Construction Incorporated for \$573,573.73.

The budgeted amount from the capital improvement budget is \$823,000. Funding will be \$55,000 from TID #6, \$638,000 from TID #10, and \$130,000 from the storm water utility.

The Engineering Department received bids on Project 16-09 Pond and Drainage System Construction on January 28, 2016. This project involved work at several locations including:

- Swale repair near Humana from the West Business Park ponds.
- Swale repair for the Tenth Street Outfall
- Paint Horse Trail Pond Repair
- Rockland Road Ditching
- Commerce Pond and Associated Storm Sewer

The project involved a large variety of work including storm sewer installation from sizes of 21” to 42”, excavation, grading, rip rap placement, landscaping, and erosion control. The bids received were as follows:

Contractor	Amount
Kruczek Construction Incorporated	\$573,573.73
RC Excavating	\$592,609.10
Peters Concrete Company	\$593,209.70
Radtke Contractors, Inc.	\$595,598.36
Relyco, Inc.	\$599,979.70
Buteyn-Peterson Construction Company	\$638,582.80
Musson Brothers Inc.	\$694,610.00
Advance Construction Inc.	\$694,652.70

Dorner Inc.	\$708,852.10
Kopplin & Kinas., Inc.	\$723,765.80

ATTACHMENTS:

- 16-09 Bid Tab(PDF)

PROJECT 16-09 POND & DRAINAGE
SYSTEM CONSTRUCTION
BID TAB
CITY OF DE PERE



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9		BIDDER NO. 10	
				Kruczek		RC Excavating		Peters Concrete		Radtke Contractors		Relyco		Buteyn-Peterson		Musson Brothers		Advance Construction		Dorner		Kopplin & Kinas	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER																							
ST-01	Provide 42" RCP CL III, PVC, or Polypropylene Storm Sewer	LF	820	\$ 90.00	\$ 73,800.00	\$ 85.00	\$ 69,700.00	\$ 85.45	\$ 70,069.00	\$ 84.00	\$ 68,880.00	\$ 85.00	\$ 69,700.00	\$ 117.00	\$ 95,940.00	\$ 140.00	\$ 114,800.00	\$ 152.00	\$ 124,640.00	\$ 112.00	\$ 91,840.00	\$ 99.50	\$ 81,590.00
ST-02	Provide 36" RCP CL III, PVC, or Polypropylene Storm Sewer	LF	360	\$ 68.00	\$ 24,480.00	\$ 71.00	\$ 25,560.00	\$ 67.90	\$ 24,444.00	\$ 70.00	\$ 25,200.00	\$ 72.00	\$ 25,920.00	\$ 105.00	\$ 37,800.00	\$ 100.00	\$ 36,000.00	\$ 102.00	\$ 36,720.00	\$ 80.00	\$ 28,800.00	\$ 73.00	\$ 26,280.00
ST-03	Provide 30" RCP CL III, PVC, or Polypropylene Storm Sewer	LF	395	\$ 53.00	\$ 20,935.00	\$ 62.00	\$ 24,490.00	\$ 58.30	\$ 23,028.50	\$ 61.00	\$ 24,095.00	\$ 54.00	\$ 21,330.00	\$ 85.00	\$ 33,575.00	\$ 74.00	\$ 29,230.00	\$ 85.00	\$ 33,575.00	\$ 78.00	\$ 30,810.00	\$ 67.00	\$ 26,465.00
ST-04	Provide 24" RCP CL V Storm Sewer (Granular Backfill)	LF	45	\$ 65.00	\$ 2,925.00	\$ 60.00	\$ 2,700.00	\$ 70.50	\$ 3,172.50	\$ 59.00	\$ 2,655.00	\$ 97.00	\$ 4,365.00	\$ 83.00	\$ 3,735.00	\$ 84.00	\$ 3,780.00	\$ 100.00	\$ 4,500.00	\$ 80.00	\$ 3,600.00	\$ 70.75	\$ 3,183.75
ST-05	Provide 24" RCP CL III, PVC, or Polypropylene Storm Sewer	LF	70	\$ 50.00	\$ 3,500.00	\$ 52.00	\$ 3,640.00	\$ 55.55	\$ 3,888.50	\$ 51.00	\$ 3,570.00	\$ 51.00	\$ 3,570.00	\$ 73.00	\$ 5,110.00	\$ 66.00	\$ 4,620.00	\$ 73.00	\$ 5,110.00	\$ 70.00	\$ 4,900.00	\$ 52.50	\$ 3,675.00
ST-06	Provide 21" RCP CL III, PVC, or Polypropylene Storm Sewer	LF	90	\$ 46.00	\$ 4,140.00	\$ 48.00	\$ 4,320.00	\$ 61.20	\$ 5,508.00	\$ 47.00	\$ 4,230.00	\$ 43.00	\$ 3,870.00	\$ 58.00	\$ 5,220.00	\$ 67.00	\$ 6,030.00	\$ 70.00	\$ 6,300.00	\$ 122.00	\$ 10,980.00	\$ 99.50	\$ 8,955.00
ST-07	Provide 18" RCP CL III, PVC, or Polypropylene Storm Sewer	LF	155	\$ 67.00	\$ 10,385.00	\$ 72.00	\$ 11,160.00	\$ 60.80	\$ 9,424.00	\$ 41.00	\$ 6,355.00	\$ 63.00	\$ 9,765.00	\$ 48.00	\$ 7,440.00	\$ 103.00	\$ 15,965.00	\$ 67.00	\$ 10,385.00	\$ 145.00	\$ 22,475.00	\$ 158.00	\$ 24,490.00
ST-08	Provide 7' Diameter Storm Manhole or Equivalent Box	VF	9.0	\$ 960.00	\$ 8,640.00	\$ 725.00	\$ 6,525.00	\$ 503.00	\$ 4,527.00	\$ 715.00	\$ 6,435.00	\$ 710.00	\$ 6,390.00	\$ 590.00	\$ 5,310.00	\$ 600.00	\$ 5,400.00	\$ 845.00	\$ 7,605.00	\$ 880.00	\$ 7,920.00	\$ 1,098.00	\$ 9,882.00
ST-09	Provide 6' Diameter Storm Manhole	VF	10.5	\$ 900.00	\$ 9,450.00	\$ 440.00	\$ 4,620.00	\$ 378.00	\$ 3,969.00	\$ 435.00	\$ 4,567.50	\$ 560.00	\$ 5,880.00	\$ 440.00	\$ 4,620.00	\$ 420.00	\$ 4,410.00	\$ 430.00	\$ 4,515.00	\$ 735.00	\$ 7,717.50	\$ 610.00	\$ 6,405.00
ST-10	Provide 4' Diameter Storm Manhole	VF	32	\$ 350.00	\$ 11,200.00	\$ 370.00	\$ 11,840.00	\$ 315.00	\$ 10,080.00	\$ 365.00	\$ 11,680.00	\$ 735.00	\$ 23,520.00	\$ 67.00	\$ 2,144.00	\$ 300.00	\$ 9,600.00	\$ 370.00	\$ 11,840.00	\$ 440.00	\$ 14,080.00	\$ 360.00	\$ 11,520.00
ST-11	Provide Pond Outlet Structure (Commerce Pond)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 3,100.00	\$ 3,100.00	\$ 4,800.00	\$ 4,800.00	\$ 3,050.00	\$ 3,050.00	\$ 4,100.00	\$ 4,100.00	\$ 6,292.00	\$ 6,292.00	\$ 9,000.00	\$ 9,000.00	\$ 6,900.00	\$ 6,900.00	\$ 8,800.00	\$ 8,800.00	\$ 6,750.00	\$ 6,750.00
ST-12	Provide Pond Outlet Structure (Paint Horse Pond)	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 2,700.00	\$ 2,700.00	\$ 3,500.00	\$ 3,500.00	\$ 2,650.00	\$ 2,650.00	\$ 2,900.00	\$ 2,900.00	\$ 4,950.00	\$ 4,950.00	\$ 7,500.00	\$ 7,500.00	\$ 5,800.00	\$ 5,800.00	\$ 7,000.00	\$ 7,000.00	\$ 6,850.00	\$ 6,850.00
ST-13	Provide 42" Concrete Endwall	EA	1	\$ 2,100.00	\$ 2,100.00	\$ 1,450.00	\$ 1,450.00	\$ 1,650.00	\$ 1,650.00	\$ 1,400.00	\$ 1,400.00	\$ 1,100.00	\$ 1,100.00	\$ 1,702.00	\$ 1,702.00	\$ 1,700.00	\$ 1,700.00	\$ 2,375.00	\$ 2,375.00	\$ 2,200.00	\$ 2,200.00	\$ 1,745.00	\$ 1,745.00
ST-14	Provide 30" Concrete Endwall	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 960.00	\$ 2,880.00	\$ 1,100.00	\$ 3,300.00	\$ 950.00	\$ 2,850.00	\$ 665.00	\$ 1,995.00	\$ 1,158.00	\$ 3,474.00	\$ 1,100.00	\$ 3,300.00	\$ 1,465.00	\$ 4,395.00	\$ 1,275.00	\$ 3,825.00	\$ 1,225.00	\$ 3,675.00
ST-15	Provide 24" Concrete Endwall	EA	1	\$ 700.00	\$ 700.00	\$ 925.00	\$ 925.00	\$ 1,000.00	\$ 1,000.00	\$ 910.00	\$ 910.00	\$ 610.00	\$ 610.00	\$ 1,050.00	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00	\$ 925.00	\$ 925.00	\$ 1,075.00	\$ 1,075.00	\$ 1,125.00	\$ 1,125.00
ST-16	Provide 18" Concrete Endwall	EA	3	\$ 600.00	\$ 1,800.00	\$ 830.00	\$ 2,490.00	\$ 900.00	\$ 2,700.00	\$ 820.00	\$ 2,460.00	\$ 550.00	\$ 1,650.00	\$ 890.00	\$ 2,670.00	\$ 850.00	\$ 2,550.00	\$ 725.00	\$ 2,175.00	\$ 1,225.00	\$ 3,675.00	\$ 1,020.00	\$ 3,060.00
ST-17	Provide Type "B" Inlet	EA	2	\$ 1,390.00	\$ 2,780.00	\$ 1,825.00	\$ 3,650.00	\$ 1,635.00	\$ 3,270.00	\$ 1,800.00	\$ 3,600.00	\$ 875.00	\$ 1,750.00	\$ 2,118.00	\$ 4,236.00	\$ 1,700.00	\$ 3,400.00	\$ 1,725.00	\$ 3,450.00	\$ 1,900.00	\$ 3,800.00	\$ 1,650.00	\$ 3,300.00
ST-18	Provide 24" Plug	EA	2	\$ 100.00	\$ 200.00	\$ 205.00	\$ 410.00	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 235.00	\$ 470.00	\$ 193.00	\$ 386.00	\$ 460.00	\$ 920.00	\$ 155.00	\$ 310.00	\$ 490.00	\$ 980.00	\$ 260.00	\$ 520.00
ST-19	Provide Backflow Preventer (Tideflex Checkmate or Equal)	EA	1	\$ 6,800.00	\$ 6,800.00	\$ 5,700.00	\$ 5,700.00	\$ 5,500.00	\$ 5,500.00	\$ 5,600.00	\$ 5,600.00	\$ 5,800.00	\$ 5,800.00	\$ 5,900.00	\$ 5,900.00	\$ 6,400.00	\$ 6,400.00	\$ 6,250.00	\$ 6,250.00	\$ 6,800.00	\$ 6,800.00	\$ 6,450.00	\$ 6,450.00
STREET AND DRAINAGE																							
SD-01	Clearing and Grubbing (Commerce Pond)	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 6,020.00	\$ 6,020.00	\$ 14,000.00	\$ 14,000.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 4,670.00	\$ 4,670.00	\$ 12,000.00	\$ 12,000.00	\$ 5,400.00	\$ 5,400.00	\$12,500.00	\$ 12,500.00	\$ 6,600.00	\$ 6,600.00
SD-02	Clearing and Grubbing (Paint Horse Pond)	LS	1	\$ 6,400.00	\$ 6,400.00	\$ 6,420.00	\$ 6,420.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ 4,670.00	\$ 4,670.00	\$ 10,800.00	\$ 10,800.00	\$ 5,800.00	\$ 5,800.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00
SD-03	Clearing and Grubbing (Easement - Tenth St.)	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,855.00	\$ 4,855.00	\$ 4,250.00	\$ 4,250.00	\$ 4,250.00	\$ 4,250.00	\$ 4,250.00	\$ 4,250.00	\$ 4,670.00	\$ 4,670.00	\$ 9,250.00	\$ 9,250.00	\$ 4,250.00	\$ 4,250.00	\$ 5,000.00	\$ 5,000.00	\$ 4,600.00	\$ 4,600.00
SD-04	Clearing and Grubbing (West Side Business Park)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,100.00	\$ 3,100.00	\$ 10,950.00	\$ 10,950.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,670.00	\$ 4,670.00	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,600.00	\$ 2,600.00	\$ 2,800.00	\$ 2,800.00
SD-05	Unclassified Excavation (Commerce Pond)	CY	45,100	\$ 3.00	\$ 135,300.00	\$ 4.00	\$ 180,400.00	\$ 3.35	\$ 151,085.00	\$ 4.84	\$ 218,284.00	\$ 3.50	\$ 157,850.00	\$ 4.30	\$ 193,930.00	\$ 3.95	\$ 178,145.00	\$ 3.95	\$ 178,145.00	\$ 3.05	\$ 137,555.00	\$ 4.47	\$ 201,597.00
SD-06	Unclassified Excavation (Paint Horse Pond))	CY	2,110	\$ 8.50	\$ 17,935.00	\$ 8.00	\$ 16,880.00	\$ 7.42	\$ 15,656.20	\$ 4.02	\$ 8,482.20	\$ 9.50	\$ 20,045.00	\$ 8.50	\$ 17,935.00	\$ 7.00	\$ 14,770.00	\$ 8.45	\$ 17,829.50	\$ 8.70	\$ 18,357.00	\$ 7.32	\$ 15,445.20
SD-07	Provide Borrow Material (Easement - Tenth)	CY	40	\$ 10.00	\$ 400.00	\$ 70.00	\$ 2,800.00	\$ 20.00	\$ 800.00	\$ 25.87	\$ 1,034.80	\$ 53.50	\$ 2,140.00	\$ 192.00	\$ 7,680.00	\$ 30.00	\$ 1,200.00	\$ 28.00	\$ 1,120.00	\$ 50.00	\$ 2,000.00	\$ 79.00	\$ 3,160.00
SD-08	Provide Borrow Material (West Side Business Park)	CY	430	\$ 10.00	\$ 4,300.00	\$ 11.50	\$ 4,945.00	\$ 6.00	\$ 2,580.00	\$ 13.70	\$ 5,891.00	\$ 15.85	\$ 6,815.50	\$ 13.00	\$ 5,590.00	\$ 12.00	\$ 5,160.00	\$ 15.00	\$ 6,450.00	\$ 25.00	\$ 10,750.00	\$ 19.68	\$ 8,462.40
SD-09	Ditch Grading (West Side Business Park)	LF	312	\$ 20.00	\$ 6,240.00	\$ 6.80	\$ 2,121.60	\$ 2.00	\$ 624.00	\$ 2.27	\$ 708.24	\$ 5.60	\$ 1,747.20	\$ 13.65	\$ 4,258.80	\$ 25.00	\$ 7,800.00	\$ 4.00	\$ 1,248.00	\$ 20.00	\$ 6,240.00	\$ 6.05	\$ 1,887.60
SD-10	Ditch Grading (Rockland Road)	LF	370	\$ 15.00	\$ 5,550.00	\$ 10.00	\$ 3,700.00	\$ 12.50	\$ 4,625.00	\$ 5.72	\$ 2,116.40	\$ 10.90	\$ 4,033.00	\$ 15.00	\$ 5,550.00	\$ 5.00	\$ 1,850.00	\$ 15.00	\$ 5,550.00	\$ 15.50	\$ 5,735.00	\$ 12.18	\$ 4,506.60
SD-11	Provide Landscaping - Topsoil and Upland Meadow Seed, Mulch	SY	13,000	\$ 1.50	\$ 19,500.00	\$ 1.60	\$ 20,800.00	\$ 1.75	\$ 22,750.00	\$ 1.49	\$ 19,370.00	\$ 1.45	\$ 18,850.00	\$ 0.75	\$ 9,750.00	\$ 0.95	\$ 12,350.00	\$ 2.95	\$ 38,350.00	\$ 3.25	\$ 42,250.00	\$ 2.66	\$ 34,580.00
SD-12	Provide Landscaping - Temporary Nurse Crop, and Mulch	SY	60,000	\$ 0.75	\$ 45,000.00	\$ 0.26	\$ 15,600.00	\$ 0.26	\$ 15,600.00	\$ 0.72	\$ 43,200.00	\$ 0.26	\$ 15,600.00	\$ 0.25	\$ 15,000.00	\$ 0.25	\$ 15,000.00	\$ 0.26	\$ 15,600.00	\$ 0.50	\$ 30,000.00	\$ 0.28	\$ 16,800.00
SD-13	Provide Landscaping - Topsoil, Lawn Seed, and Mulch	SY	3,500	\$ 1.50	\$ 5,250.00	\$ 1.85	\$ 6,475.00	\$ 1.95	\$ 6,825.00	\$ 1.64	\$ 5,740.00	\$ 5.65	\$ 19,775.00	\$ 1.75	\$ 6,125.00	\$ 0.75	\$ 2,625.00	\$ 3.15	\$ 11,025.00	\$ 4.50	\$ 15,750.00	\$ 2.88	\$ 10,080.00
SD-14	Topsoil Stripping at Fill Site- Commerce Pond	SY	81,000	\$ 0.50	\$ 40,500.00	\$ 0.50	\$ 40,500.00	\$ 1.17	\$ 94,770.00	\$ 0.11	\$ 8,910.00	\$ 0.90	\$ 72,900.00	\$ 0.50	\$ 40,500.00	\$ 0.70	\$ 56,700.00	\$ 0.49	\$ 39,690.00	\$ 0.50	\$ 40,500.00	\$ 1.02	\$ 82,620.00
SD-15	Topsoil Stripping at Fill Site - Paint Horse Trail	SY	3,400	\$ 1.00	\$ 3,400.00	\$ 0.50	\$ 1,700.00	\$ 0.79	\$ 2,686.00	\$ 0.18	\$ 612.00	\$ 1.10	\$ 3,740.00	\$ 1.00	\$ 3,400.00	\$ 2.85	\$ 9,690.00	\$ 1.00	\$ 3,400.00	\$ 1.10	\$ 3,740.00	\$ 1.68	\$ 5,712.00

Attachment: 16-09 Bid Tab (4391 : Recommendation from the BOPW to Award Bid for Project 16-09 Pond and Drainage System Construction*)

PROJECT 16-09 POND & DRAINAGE
SYSTEM CONSTRUCTION
BID TAB
CITY OF DE PERE



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9		BIDDER NO. 10	
				Kruczek		RC Excavating		Peters Concrete		Radtke Contractors		Relyco		Buteyn-Peterson		Musson Brothers		Advance Construction		Dorner		Kopplin & Kinas	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER																							
SPECIAL CONSTRUCTION																							
SC-01	Provide Soil Class A-7, or A-8 (Easement - Tenth)	TON	20	\$ 10.00	\$ 200.00	\$ 40.00	\$ 800.00	\$ 20.00	\$ 400.00	\$ 19.00	\$ 380.00	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00	\$ 24.81	\$ 496.20	\$ 50.00	\$ 1,000.00	\$ 45.00	\$ 900.00
SC-02	Provide Silt Fence	LF	7,000	\$ 1.50	\$ 10,500.00	\$ 1.75	\$ 12,250.00	\$ 1.70	\$ 11,900.00	\$ 1.70	\$ 11,900.00	\$ 1.70	\$ 11,900.00	\$ 1.50	\$ 10,500.00	\$ 2.00	\$ 14,000.00	\$ 1.70	\$ 11,900.00	\$ 2.00	\$ 14,000.00	\$ 1.75	\$ 12,250.00
SC-03	Provide Erosion Bales	EA	20	\$ 12.00	\$ 240.00	\$ 15.00	\$ 300.00	\$ 15.00	\$ 300.00	\$ 15.00	\$ 300.00	\$ 15.00	\$ 300.00	\$ 20.00	\$ 400.00	\$ 12.00	\$ 240.00	\$ 15.00	\$ 300.00	\$ 20.00	\$ 400.00	\$ 15.50	\$ 310.00
SC-04	Provide Inlet Protection	EA	2	\$ 100.00	\$ 200.00	\$ 85.00	\$ 170.00	\$ 80.00	\$ 160.00	\$ 80.00	\$ 160.00	\$ 80.00	\$ 160.00	\$ 150.00	\$ 300.00	\$ 100.00	\$ 200.00	\$ 80.00	\$ 160.00	\$ 150.00	\$ 300.00	\$ 80.00	\$ 160.00
SC-05	Provide Erosion Control Sediment Logs-8"	LF	50	\$ 10.00	\$ 500.00	\$ 5.50	\$ 275.00	\$ 5.00	\$ 250.00	\$ 5.00	\$ 250.00	\$ 5.00	\$ 250.00	\$ 5.00	\$ 250.00	\$ 10.00	\$ 500.00	\$ 5.00	\$ 250.00	\$ 15.00	\$ 750.00	\$ 5.25	\$ 262.50
SC-06	Provide Erosion Control Revegetation Mat, Class I, Type A	SY	8,000	\$ 1.00	\$ 8,000.00	\$ 1.05	\$ 8,400.00	\$ 1.00	\$ 8,000.00	\$ 1.00	\$ 8,000.00	\$ 1.00	\$ 8,000.00	\$ 1.10	\$ 8,800.00	\$ 1.00	\$ 8,000.00	\$ 1.00	\$ 8,000.00	\$ 1.25	\$ 10,000.00	\$ 1.05	\$ 8,400.00
SC-07	Provide Turf Reinforcing Mat	SY	185	\$ 20.00	\$ 3,700.00	\$ 12.50	\$ 2,312.50	\$ 9.40	\$ 1,739.00	\$ 9.40	\$ 1,739.00	\$ 9.40	\$ 1,739.00	\$ 15.00	\$ 2,775.00	\$ 20.00	\$ 3,700.00	\$ 9.40	\$ 1,739.00	\$ 15.00	\$ 2,775.00	\$ 9.75	\$ 1,803.75
SC-08	Provide Rip Rap (Extra Heavy) with Geotextile Fabric Type HR	SY	90	\$ 55.00	\$ 4,950.00	\$ 48.00	\$ 4,320.00	\$ 24.20	\$ 2,178.00	\$ 40.17	\$ 3,615.30	\$ 55.00	\$ 4,950.00	\$ 50.00	\$ 4,500.00	\$ 55.00	\$ 4,950.00	\$ 50.00	\$ 4,500.00	\$ 39.14	\$ 3,522.60	\$ 54.00	\$ 4,860.00
SC-09	Provide Rip Rap (Heavy) with Geotextile Fabric Type HR	SY	640	\$ 30.00	\$ 19,200.00	\$ 46.00	\$ 29,440.00	\$ 24.20	\$ 15,488.00	\$ 38.91	\$ 24,902.40	\$ 30.00	\$ 19,200.00	\$ 38.00	\$ 24,320.00	\$ 30.00	\$ 19,200.00	\$ 38.00	\$ 24,320.00	\$ 45.00	\$ 28,800.00	\$ 41.90	\$ 26,816.00
SC-10	Provide Rip Rap (Light) with with Geotextile Fabric Type HR	SY	15	\$ 40.00	\$ 600.00	\$ 55.00	\$ 825.00	\$ 24.20	\$ 363.00	\$ 31.12	\$ 466.80	\$ 50.00	\$ 750.00	\$ 75.00	\$ 1,125.00	\$ 45.00	\$ 675.00	\$ 44.00	\$ 660.00	\$ 40.00	\$ 600.00	\$ 48.20	\$ 723.00
SC-11	Provide Stone Construction Entrance	EA	4	\$ 750.00	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,486.33	\$ 5,945.32	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00	\$ 2,750.00	\$ 11,000.00	\$ 1,500.00	\$ 6,000.00	\$ 2,150.00	\$ 8,600.00	\$ 1,300.00	\$ 5,200.00
SC-12	Reconstruct 4' Diameter Sanitary Manhole (Tenth)	VF	4	\$ 460.00	\$ 1,840.00	\$ 710.00	\$ 2,840.00	\$ 300.00	\$ 1,200.00	\$ 700.00	\$ 2,800.00	\$ 250.00	\$ 1,000.00	\$ 465.00	\$ 1,860.00	\$ 1,700.00	\$ 6,800.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 565.00	\$ 2,260.00
SC-13	Scour Channel Repair (Paint Horse Pond)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 451.40	\$ 451.40	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,100.00	\$ 2,100.00	\$ 3,360.00	\$ 3,360.00
SC-14	Provide Temporary Plug and Storm Water Bypass	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,800.00	\$ 3,800.00	\$ 2,000.00	\$ 2,000.00	\$ 3,750.00	\$ 3,750.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,600.00	\$ 2,600.00	\$ 7,500.00	\$ 7,500.00	\$15,000.00	\$ 15,000.00	\$ 3,600.00	\$ 3,600.00
SC-15	Pond Dewatering (Paint Horse Pond)	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 13,752.00	\$ 13,752.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 3,600.00	\$ 3,600.00	\$ 3,750.00	\$ 3,750.00	\$ 4,280.00	\$ 4,280.00
PROFESSIONAL SERVICES																							
PS-01	Construction Staking and Record Survey (Commerce Pond)	LS	1	\$ 2,100.00	\$ 2,100.00	\$ 4,850.00	\$ 4,850.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 3,000.00	\$ 3,000.00	\$ 2,100.00	\$ 2,100.00	\$ 5,000.00	\$ 5,000.00	\$ 3,100.00	\$ 3,100.00
PS-02	Construction Staking and Record Survey (Paint Horse Pond)	LS	1	\$ 1,733.73	\$ 1,733.73	\$ 3,550.00	\$ 3,550.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,700.00	\$ 1,700.00	\$ 3,600.00	\$ 3,600.00	\$ 2,300.00	\$ 2,300.00
PS-03	Construction Staking and Record Survey (West Side Business Park)	LS	1	\$ 1,100.00	\$ 1,100.00	\$ 2,800.00	\$ 2,800.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,800.00	\$ 1,800.00	\$ 1,100.00	\$ 1,100.00	\$ 2,900.00	\$ 2,900.00	\$ 1,400.00	\$ 1,400.00
	TOTAL BID				\$ 573,573.73		\$ 592,609.10		\$ 593,209.70		\$ 595,598.36		\$ 599,979.70		\$ 638,582.80		\$ 694,610.00		\$ 694,652.70		\$ 708,852.10		\$ 723,756.80

Attachment: 16-09 Bid Tab (4391 : Recommendation from the BOPW to Award Bid for Project 16-09 Pond and Drainage System Construction*)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2016

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Recommendation from the Board of Public Works to Award the Contract for Project 16-16 Southbridge Road Wing Wall Repair to Highway Landscapers, Inc. in the Amount of \$54,452.00.

The Board of Public Works recommendation is to award the contract for Project 16-16 Southbridge Road Wing Wall Repair to Highway Landscapers, Inc. in the amount of \$54,452.00. The budget includes \$73,000 from TID #6 for this work.

The Engineering Department received bids for Project 16-16 Southbridge Road Wing Wall Repair on January 28, 2016. This work includes replacement of a failed wing wall and anchoring the remaining wing walls on the box culvert crossing the Ashwaubenon Creek at Southbridge Road. The bids for this work are as follows:

Contractor	Amount
Highway Landscapers, Inc.	\$54,452.00
Norcon Corporation	\$67,096.00
NuGen Johnson, LLC	\$105,873.00
Jahnke General Contractors	\$118,587.00
Concrete Structures Inc.	\$128,170.00
IEI General Contractors	\$134,353.33

ATTACHMENTS:

- 16-16 Bid Tab(PDF)

PROJECT 16-16 SOUTHBRIDGE
ROAD WING WALL REPAIR
BID TAB
CITY OF DE PERE



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Highway Landscapers, Inc.		Norcon Corporation		NuGen Johnson, LLC		Jahnke General Contractors, Inc.		Concrete Structures		IEI General Contractors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE CONSTRUCTION															
SD-01	Turf and Grasses - Topsoil, Fertilizer, Seeding Mixture No. 20 & Watering	SY	290	\$ 12.50	\$ 3,625.00	\$ 8.00	\$ 2,320.00	\$ 3.75	\$ 1,087.50	\$ 14.00	\$ 4,060.00	\$ 15.00	\$ 4,350.00	\$ 8.90	\$ 2,581.00
SD-02	Silt Fence	LF	210	\$ 2.00	\$ 420.00	\$ 2.50	\$ 525.00	\$ 2.25	\$ 472.50	\$ 2.80	\$ 588.00	\$ 2.00	\$ 420.00	\$ 2.23	\$ 468.30
SD-03	Erosion Control Mat - Urban Class 1, Type A (Non channel)	SY	290	\$ 1.80	\$ 522.00	\$ 2.50	\$ 725.00	\$ 1.85	\$ 536.50	\$ 1.80	\$ 522.00	\$ 2.00	\$ 580.00	\$ 2.23	\$ 646.70
SPECIAL CONSTRUCTION															
SC-01	Clearing	SY	220	\$ 5.00	\$ 1,100.00	\$ 4.00	\$ 880.00	\$ 2.57	\$ 565.40	\$ 5.00	\$ 1,100.00	\$ 5.00	\$ 1,100.00	\$ 10.49	\$ 2,307.80
SC-02	Grubbing	SY	220	\$ 5.00	\$ 1,100.00	\$ 4.00	\$ 880.00	\$ 2.57	\$ 565.40	\$ 5.00	\$ 1,100.00	\$ 5.00	\$ 1,100.00	\$ 11.13	\$ 2,448.60
SC-03	Removing Old Structure (Wing Wall #1)	LS	1	\$ 750.00	\$ 750.00	\$ 1,800.00	\$ 1,800.00	\$ 753.00	\$ 753.00	\$ 3,200.00	\$ 3,200.00	\$ 2,500.00	\$ 2,500.00	\$ 3,894.15	\$ 3,894.15
SC-04	Excavation for Structures Culverts (Wingwalls 1, 2, 3, and 4)	LS	1	\$4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00	\$ 13,700.00	\$ 13,700.00	\$ 18,000.00	\$ 18,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,009.46	\$ 7,009.46
SC-05	Backfill Structure	CY	300	\$ 22.00	\$ 6,600.00	\$ 12.00	\$ 3,600.00	\$ 29.00	\$ 8,700.00	\$ 40.00	\$ 12,000.00	\$ 20.00	\$ 6,000.00	\$ 28.87	\$ 8,661.00
SC-06	Finishing Roadway	LS	1	\$1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 2,781.53	\$ 2,781.53
SC-07	Masonry Anchors Type L No. 6 Bars	EACH	60	\$ 45.00	\$ 2,700.00	\$ 42.00	\$ 2,520.00	\$ 14.00	\$ 840.00	\$ 43.00	\$ 2,580.00	\$ 25.00	\$ 1,500.00	\$ 53.00	\$ 3,180.00
SC-08	Concrete Masonry Culverts	CY	7	\$1,100.00	\$ 7,700.00	\$ 875.00	\$ 6,125.00	\$ 750.00	\$ 5,250.00	\$ 925.00	\$ 6,475.00	\$ 3,000.00	\$ 21,000.00	\$ 863.07	\$ 6,041.49
SC-09	Bar Steel Reinforcement HS Coated Structures	LBS	320	\$ 2.75	\$ 880.00	\$ 2.25	\$ 720.00	\$ 2.20	\$ 704.00	\$ 3.45	\$ 1,104.00	\$ 1.50	\$ 480.00	\$ 9.31	\$ 2,979.20
SC-10	Rubberized Membrane Waterproofing	SY	8	\$ 40.00	\$ 320.00	\$ 32.00	\$ 256.00	\$ 35.00	\$ 280.00	\$ 66.00	\$ 528.00	\$ 35.00	\$ 280.00	\$ 556.31	\$ 4,450.48
SC-11	Pipe Underdrain Wrapped 6-Inch	LF	135	\$ 8.00	\$ 1,080.00	\$ 9.00	\$ 1,215.00	\$ 30.00	\$ 4,050.00	\$ 23.00	\$ 3,105.00	\$ 10.00	\$ 1,350.00	\$ 28.05	\$ 3,786.75
SC-12	Excavation Common	CY	115	\$ 12.00	\$ 1,380.00	\$ 54.00	\$ 6,210.00	\$ 30.00	\$ 3,450.00	\$ 32.00	\$ 3,680.00	\$ 12.00	\$ 1,380.00	\$ 32.61	\$ 3,750.15
SC-13	Mobilization	LS	1	\$3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 27,368.70	\$ 27,368.70	\$ 9,600.00	\$ 9,600.00	\$ 36,500.00	\$ 36,500.00	\$ 21,363.28	\$ 21,363.28
SC-14	Turbidity Barrier	SY	55	\$ 35.00	\$ 1,925.00	\$ 30.00	\$ 1,650.00	\$ 41.00	\$ 2,255.00	\$ 27.00	\$ 1,485.00	\$ 30.00	\$ 1,650.00	\$ 25.29	\$ 1,390.95
SC-15	Traffic Control	LS	1	\$ 750.00	\$ 750.00	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00	\$ 2,205.00	\$ 2,205.00	\$ 1,025.00	\$ 1,025.00	\$ 3,140.43	\$ 3,140.43
SC-16	Temporary Safety Fence	LF	100	\$ 4.00	\$ 400.00	\$ 3.50	\$ 350.00	\$ 4.00	\$ 400.00	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 3.89	\$ 389.00
SC-17	Concrete Crack Repair, Structural (undistributed)	LF	100	\$ 20.00	\$ 2,000.00	\$ 45.00	\$ 4,500.00	\$ 42.00	\$ 4,200.00	\$ 135.00	\$ 13,500.00	\$ 20.00	\$ 2,000.00	\$ 50.07	\$ 5,007.00
SC-18	Concrete Crack Repair, Non-Structural (undistributed)	LF	100	\$ 15.00	\$ 1,500.00	\$ 5.00	\$ 500.00	\$ 30.00	\$ 3,000.00	\$ 72.00	\$ 7,200.00	\$ 20.00	\$ 2,000.00	\$ 33.38	\$ 3,338.00
SC-19	Bar Steel Reinforcement HS Coated Threaded Structures	EACH	30	\$ 200.00	\$ 6,000.00	\$ 525.00	\$ 15,750.00	\$ 548.00	\$ 16,440.00	\$ 520.00	\$ 15,600.00	\$ 666.00	\$ 19,980.00	\$ 854.67	\$ 25,640.10
SC-20	Cofferdam, Flow Diversion, and Dewatering	LS	1	\$5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,730.00	\$ 8,730.00	\$ 9,000.00	\$ 9,000.00	\$ 15,500.00	\$ 15,500.00	\$ 15,203.86	\$ 15,203.86
SC-21	Non-Bituminous Joint Sealer	LF	35	\$ 20.00	\$ 700.00	\$ 22.00	\$ 770.00	\$ 15.00	\$ 525.00	\$ 13.00	\$ 455.00	\$ 5.00	\$ 175.00	\$ 111.26	\$ 3,894.10
	TOTAL BID				\$ 54,452.00		\$ 67,096.00		\$ 105,873.00		\$ 118,587.00		\$ 128,170.00		\$ 134,353.33

Attachment: 16-16 Bid Tab (4393 : BOPW Recommendation to Award Project 16-16 Southbridge Road Wing Wall Repair*)

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

MEETING DATE: February 17, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #16-14, Disallowance of Claim (Dave and Michelle DeLeeuw).

ATTACHMENTS:

- Reso16-14 (DOCX)
- DeLeeuw Claim (PDF)

RESOLUTION #16-14

DISALLOWANCE OF CLAIM
(Dave and Michelle DeLeeuw)

WHEREAS, a Notice of Claim and Claim was filed by Dave and Michelle DeLeeuw (“Claimants”), 1828 Shelley Lane, De Pere, Wisconsin 54115, in the City Clerk-Treasurer’s office on January 6, 2016; and

WHEREAS such Notice and Claim alleges that on December 17, 2015, excess water in the Claimants’ backyard caused flooding in their basement resulting in \$13,631.57 in damages; and

WHEREAS, the De Pere area experienced unusual and excessive amounts of rainfall over a 48 hour period between December 12 and December 14, 2015; and

WHEREAS, this matter has been reviewed by the City’s liability insurance carrier, Emcasco Insurance Company (EMC), which investigated the same and determined there is proper water flow design for the Claimants’ backyard and further there was no evidence of a slope defect; therefore based upon its investigation, EMC has determined the City was not negligent or legally responsible for the property damage.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Claim submitted by Dave and Michelle DeLeeuw be, and the same is hereby denied, and that no action on this Claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the Claimants, Dave and Michelle DeLeeuw, as a Notice of Disallowance.

Attachment: Reso16-14 (4374 : Resolution #16-14, Disallowance of Claim - DeLeeuw)

Resolution #16-14
Page 2 of 2

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 17th day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-14 (4374 : Resolution #16-14, Disallowance of Claim - DeLeeuw)

COPY



Milwaukee Claim Department

January 27, 2016

DAVE & MICHELLE DELEEuw
1828 SHELLEY LN
DE PERE WI 54115-3700



RE: Insured: City of Depere
Claim Number: 1200853
Loss Date: 12/17/2015
Claimant: Dave & Michelle DeLeeuw

Dear Dave & Michelle DeLeeuw:

I am handling the liability claim that was presented to our insured regarding your basement flooding and damages.

Our insured has reviewed the evaluation maps and the contour lines show a proper water flow from west to east. There is no indication that there is any defect in the slope of the land. However, a private storm sewer was added in your neighbor's backyard in the mid 1990's to address the flooding issue. It is my understanding that his house was the 2nd to last to be built and he matched the height of his house to the existing homes on each side of him. Based on our investigation, there is no liability in this matter and I will not be able to offer any compensation for your damages.

Since this matter involves a municipality, to challenge our decision, you will need to send the City of Depere a letter that you are making a claim under State of Wisconsin Statute 893.80. Your letter needs to include the supporting documents as to why the City of Depere is at fault and an itemization of your damages.

Please feel free to contact me at (262) 717-3968 with any questions.

Sincerely,

Paul Kasdorf
Sr. Claims Adjuster
paul.c.kasdorf@emcins.com

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com



cc: CITY OF DEPERE
335 S BROADWAY
DE PERE WI 54115

Cc: Via email:
David Princeton-M3 INSURANCE SOLUTIONS INC

Milwaukee Claim Department



January 8, 2016

D0054
CITY OF DEPERE
335 S BROADWAY
DE PERE WI 54115-2526

Dear City Of Depere:

EMC has received notice of your claim. The initial information received is referenced in the Claims Contact Summary below. You may wish to retain the Claims Contact Summary information for your records. It will assist you when contacting EMC regarding the status of your claim.

If we have not spoken about your claim upon receipt of this letter, please use the information below to contact me.

Sincerely,

Paul Kasdorf
Senior Claims Adjuster

YOUR CLAIM INFORMATION

Claim Number:	Z01200853
Claimant:	Dave & Michelle DeLeeuw
Policy Number:	5D3-15-78 General Liability (Occurrence)
Loss Date:	12/17/2015
Adjuster:	Paul Kasdorf
Phone:	262-717-3968
Email:	<u>Paul.C.Kasdorf@EMCIns.com</u>

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050



LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: December 17th, 2015, at 7am
2. Location of Incident: 1828 Shelley Lane, De Pere, WI
3. Name of Injured Person/Owner of Damaged Property: Property of Dave & Michelle DeLeeuw (Age if Minor:)
4. Address: 1828 Shelley Lane, De Pere, WI 54115
5. Telephone Number: (H) 920-427-9782 (C) 920-419-6875 (W) 337-1036 x3500
6. Please give a detailed description of the incident (use back of form if necessary):
Please see attached!
7. Total Amount of Claimed Damages: \$ 13,631.57 (Attach itemized statements/bills)
8. Witness name, address and telephone number: Mike and Diane Meier,
1504 Grant Street, Little Chute, WI 54140 - 920-788-3012

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

1-3-16
Date

Michelle DeLeeuw
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

[Signature]
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Description of Incident

December 17th, 2015

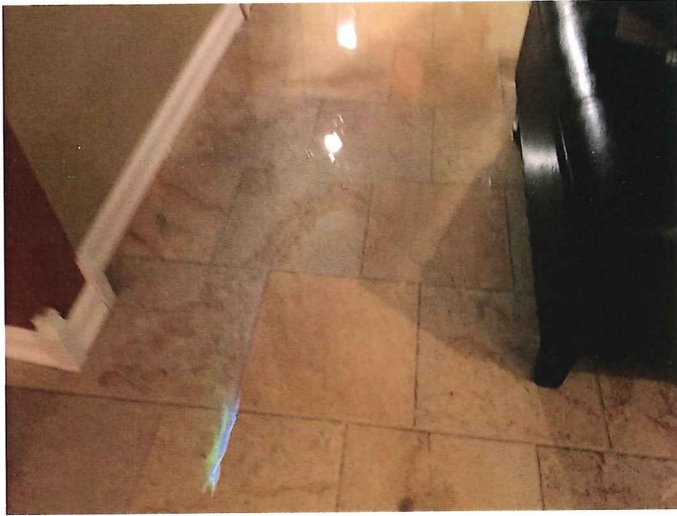
My husband and I left our dogs out the morning of Monday, December 17th, and discovered a very large pond of water covering about $\frac{1}{3}$ of our backyard that led all the way up to our house (shown in pictures). The pond reached about 2 feet in the deepest part (where the 4 backyards meet). We immediately went to our basement and discovered 1.5-2" of water covering our entire basement floor (shown in pictures). Our basement was $\frac{3}{4}$ finished with a family room, bar area, and storage area.

My husband immediately ran to purchase an emergency backup pump to get all the excess water out of our basement and foundation of our home. We could literally hear water running down the backside of our walls. We had to quickly try and save as much of our belongings as possible. Unfortunately, our entire basement was destroyed. All of our estimates are attached.

Clearly, there are some draining issues in our yard that need to be corrected. If our yard drained properly our sump pump would have been able to keep up, and we wouldn't have had this unfortunate incident take place. Our insurance company refuses to cover us saying that this is a drainage/flooding issue within the city. Our family spends a lot of time in that space, so we're hopeful to get our basement refinished relatively soon.

This is what we discovered when we looked out our back door on the morning of Monday, December 17th. The water was all the way up to our house. It was 2 ft deep at the corner of where our yards all meet. Clearly, we have a drainage problem in our neighborhood.





This is our basement floor hallway with about 1.5-2" of water running through it.



This is one of our carpeted areas in our basement completely drenched as it soaked up the 1.5"-2" of water.

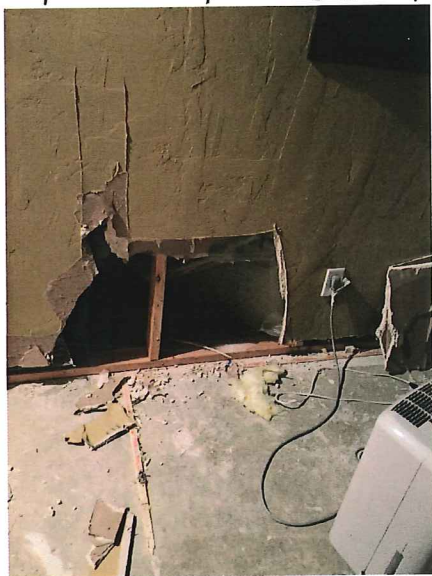


This is difficult to see, but the water is swirling down the drain located beneath our carpet and leading into our bathroom area.

These are different pictures of the pile of all the carpeting, flooring, trim and other valuables that we lost.



These 2 pictures show the drywall damage. First one shows we had to open it up to get all the water out from behind the wall. Second one shows 5" of drywall we needed to remove because of all the moisture. We had Service Master come out and probe how far up the damage goes up on our drywall.



The following pictures shows a portion of the bar we had to tear out because of all the water damage.



Insured: Michelle DeLeeuw
Home: 1828 Shelley Ln.
Depere

Home: (920) 427-9782

Estimator: Shane Loch
Position: Estimator Project Manager
Company: NEW-Green Bay
Business: 3201 Market Street
Green Bay 54304

Business: (920) 339-3184
E-mail: sloch@newrestorationservices
.com

Claim Number:**Policy Number:****Type of Loss:**

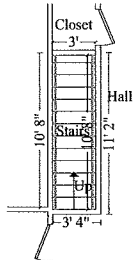
Date of Loss:
Date Inspected:

Date Received:
Date Entered: 12/30/2015 12:31 PM

Price List: WIGR8X_DEC15
Restoration/Service/Remodel
Estimate: 2015-12-30-1231

2015-12-30-1231

Main Level

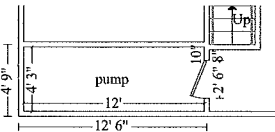


Stairs

Height: 17'

318.31 SF Walls	32.00 SF Ceiling
350.31 SF Walls & Ceiling	61.63 SF Floor
6.85 SY Flooring	29.79 LF Floor Perimeter
24.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Clean and deodorize carpet	61.63 SF	0.00	0.30	0.03	18.52
3. Clean carpet - cleaning charge per step	12.00 EA	0.00	3.04	0.03	36.51
Totals: Stairs				0.06	55.03

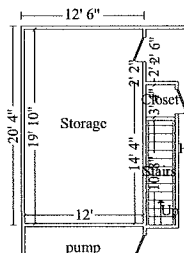


pump

Height: 8'

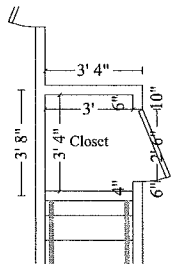
260.00 SF Walls	51.00 SF Ceiling
311.00 SF Walls & Ceiling	51.00 SF Floor
5.67 SY Flooring	32.50 LF Floor Perimeter
32.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4. Labor to frame 2" x 4" x 8' non-bearing wall - 16" oc	14.00 LF	0.00	7.65	0.29	107.39
6. 2" x 2" x 8' #2 treated pine (material only)	14.00 EA	0.00	3.55	2.49	52.19
7. R&R 1/2" drywall - hung, taped, ready for texture	112.00 SF	0.32	1.40	2.86	195.50
9. Texture drywall - heavy hand texture	112.00 SF	0.00	0.62	0.84	70.28
10. Seal/prime then paint the surface area (2 coats)	152.00 SF	0.00	0.57	1.14	87.78
Totals: pump				7.62	513.14

**Storage****Height: 8'**

509.33 SF Walls	238.00 SF Ceiling
747.33 SF Walls & Ceiling	238.00 SF Floor
26.44 SY Flooring	63.67 LF Floor Perimeter
63.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
12. R&R 1/2" drywall - hung, taped, ready for texture	272.00 SF	0.32	1.40	6.94	474.78
13. Texture drywall - heavy hand texture	272.00 SF	0.00	0.62	2.04	170.68
14. Seal/prime then paint the surface area (2 coats)	272.00 SF	0.00	0.57	2.04	157.08
Totals: Storage				11.02	802.54

**Closet****Height: 8'**

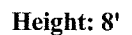
104.33 SF Walls	10.00 SF Ceiling
114.33 SF Walls & Ceiling	10.00 SF Floor
1.11 SY Flooring	12.67 LF Floor Perimeter
12.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
15. R&R 1/2" - drywall per LF - up to 2' tall	12.67 LF	1.71	5.98	0.74	98.18
56. Texture drywall - heavy hand texture	26.08 SF	0.00	0.62	0.20	16.37
16. Baseboard - Detach and reset	12.67 LF	0.00	1.84	0.01	23.32
18. Interior door - Detach & reset	1.00 EA	0.00	53.99	0.04	54.03
19. R&R Pad - felt	10.00 SF	0.09	0.48	0.19	5.89
21. R&R Engineered wood flooring - High grade	10.00 SF	1.78	11.04	4.15	132.35
23. Seal/prime then paint the walls (2 coats)	104.33 SF	0.00	0.57	0.78	60.25
Totals: Closet				6.11	390.39



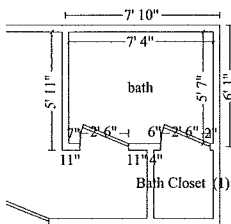
Height: 8'

Opens into LIVING
Opens into LIVING

Page: 4

CONTINUED - Hall

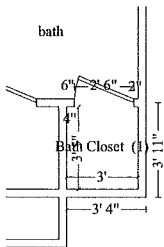
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
34. Seal/prime then paint the walls (2 coats)	953.05 SF	0.00	0.57	7.15	550.39
35. R&R Pad - felt	275.76 SF	0.09	0.48	5.24	162.42
36. R&R Engineered wood flooring - High grade	275.76 SF	1.78	11.04	114.44	3,649.68
Totals: Hall				135.56	5,630.33



bath

Height: 8'

206.67 SF Walls	40.94 SF Ceiling
247.61 SF Walls & Ceiling	40.94 SF Floor
4.55 SY Flooring	25.83 LF Floor Perimeter
25.83 LF Ceil. Perimeter	

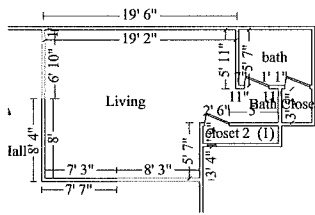


Subroom: Bath Closet (1)

Height: 8'

102.67 SF Walls	10.25 SF Ceiling
112.92 SF Walls & Ceiling	10.25 SF Floor
1.14 SY Flooring	12.83 LF Floor Perimeter
12.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
42. Baseboard - Detach and reset	38.67 LF	0.00	1.84	0.04	71.19
43. R&R 1/2" - drywall per LF - up to 2' tall	38.67 LF	1.71	5.98	2.26	299.64
53. Texture drywall - heavy hand texture	77.33 SF	0.00	0.62	0.58	48.52
44. Seal/prime then paint the walls and ceiling (2 coats)	360.53 SF	0.00	0.57	2.70	208.20
45. R&R Engineered wood flooring - High grade	51.19 SF	1.78	11.04	21.24	677.50
46. R&R Pad - felt	51.19 SF	0.09	0.48	0.97	30.15
47. Interior door - Detach & reset	2.00 EA	0.00	53.99	0.09	108.07
48. Vanity - Detach & reset	3.00 LF	0.00	38.40	0.00	115.20
49. Vanity top - Detach and reset	3.00 LF	0.00	30.68	0.00	92.04
51. Toilet - Detach & reset	1.00 EA	0.00	167.37	0.22	167.59
Totals: bath				28.10	1,818.10

**Living****Height: 8'**

514.04 SF Walls	280.16 SF Ceiling
794.20 SF Walls & Ceiling	280.16 SF Floor
31.13 SY Flooring	61.74 LF Floor Perimeter
76.82 LF Ceil. Perimeter	

Missing Wall - Goes to Floor**6' 10" X 6' 8"****Opens into HALL****Missing Wall - Goes to Floor****8' 3" X 6' 8"****Opens into HALL**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
37. Baseboard - Detach and reset	61.74 LF	0.00	1.84	0.06	113.66
38. R&R 1/2" - drywall per LF - up to 2' tall	61.74 LF	1.71	5.98	3.61	478.40
54. Texture drywall - heavy hand texture	128.51 SF	0.00	0.62	0.96	80.64
39. Seal/prime then paint the walls (2 coats)	514.04 SF	0.00	0.57	3.86	296.86
40. R&R Carpet pad - High grade	280.16 SF	0.09	0.78	9.53	253.26
57. Remove Carpet - High grade	280.16 SF	0.22	0.00	0.00	61.64
41. Carpet - High grade	322.19 SF	0.00	4.62	63.15	1,551.67
15 % waste added for Carpet - High grade.					
Totals: Living				81.17	2,836.13
Total: Main Level				288.30	13,126.59

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
2. Floor cleaning labor minimum	1.00 EA	0.00	45.48	0.00	45.48
5. Framing labor minimum	1.00 EA	0.00	15.98	0.00	15.98
26. Roofing labor minimum	1.00 EA	0.00	292.80	0.00	292.80
50. Tile / marble labor minimum	1.00 EA	0.00	104.27	0.00	104.27
52. Plumbing labor minimum	1.00 EA	0.00	46.45	0.00	46.45
Totals: Labor Minimums Applied				0.00	504.98
Line Item Totals: 2015-12-30-1231				288.30	13,631.57

Grand Total Areas:

3,080.43 SF Walls	947.82 SF Ceiling	4,028.25 SF Walls and Ceiling
977.45 SF Floor	108.61 SY Flooring	369.65 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	394.36 LF Ceil. Perimeter
977.45 Floor Area	1,039.27 Total Area	2,533.79 Interior Wall Area
1,308.00 Exterior Wall Area	145.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary for Dwelling

Line Item Total	13,343.27
Material Sales Tax	288.30
Replacement Cost Value	\$13,631.57
Net Claim	\$13,631.57

Shane Loch
Estimator Project Manager

Recap of Taxes

	Material Sales Tax (5%)	Services Mat'l Tax (5%)	Service Sales Tax (5%)	Manuf. Home Tax (5%)	Storage Tax (5%)
Line Items	288.30	0.00	0.00	0.00	0.00
Total	288.30	0.00	0.00	0.00	0.00

Recap by Room

Estimate: 2015-12-30-1231

Area: Main Level

Stairs	54.97	0.41%
pump	505.52	3.79%
Storage	791.52	5.93%
Closet	384.28	2.88%
bar	1,062.27	7.96%
Hall	5,494.77	41.18%
bath	1,790.00	13.42%
Living	2,754.96	20.65%

Area Subtotal: Main Level

12,838.29 96.22%

Labor Minimums Applied

504.98 3.78%

Subtotal of Areas

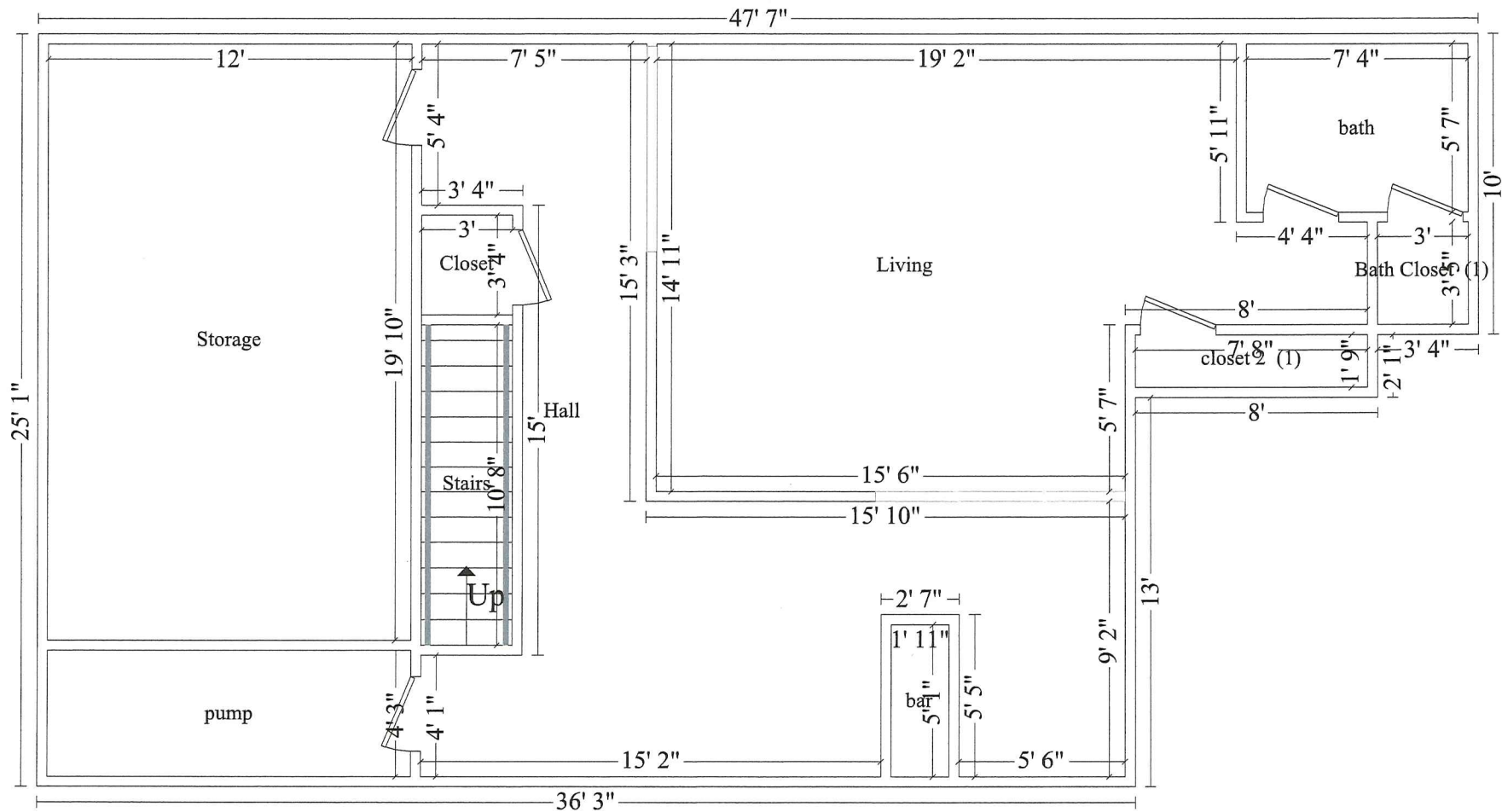
13,343.27 100.00%

Total

13,343.27 100.00%

Recap by Category

Items	Total	%
CABINETRY	359.76	2.64%
CLEANING	100.45	0.74%
GENERAL DEMOLITION	1,317.62	9.67%
DOORS	161.97	1.19%
DRYWALL	2,440.81	17.91%
FLOOR COVERING - CARPET	1,868.77	13.71%
FLOOR COVERING - WOOD	3,719.93	27.29%
FINISH CARPENTRY / TRIMWORK	641.80	4.71%
FRAMING & ROUGH CARPENTRY	172.78	1.27%
MARBLE - CULTURED OR NATURAL	92.04	0.68%
PLUMBING	213.82	1.57%
PANELING & WOOD WALL FINISHES	230.80	1.69%
PAINTING	1,453.81	10.67%
ROOFING	464.64	3.41%
TIL	104.27	0.76%
Subtotal	13,343.27	97.89%
Material Sales Tax	288.30	2.11%
Total	13,631.57	100.00%



Main Level

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #16-15, Disallowance of Claim (Tara and Joseph Silbernagel).

ATTACHMENTS:

- Reso16-15 (DOCX)
- Silbernagel Claim (PDF)

RESOLUTION #16-15

DISALLOWANCE OF CLAIM
(Tara and Joseph Silbernagel)

WHEREAS, a Notice of Claim and Claim was filed by Tara and Joseph Silbernagel ("Claimants"), 115 South Winnebago Street, De Pere, Wisconsin 54115, in the City Clerk-Treasurer's office on January 28, 2016; and

WHEREAS such Notice and Claim alleges that Claimants sustained damages when sewer water backed up into their basement on December 14, 2015, for which they incurred costs for flushing and cleaning services totaling \$199.50; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier, Emcasco Insurance Company (EMC), which investigated the same and determined that the Green Bay Metropolitan Sewerage District (GBMSD) portion of the sewer line had overloaded the City's sewer line, which was resolved when GBMSD reduced their system pumps. EMC therefore determined the City was not negligent in the operation and maintenance of its sewers, and not negligent or legally responsible for damages caused by the sewer backup on December 14, 2015.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Claim submitted by Tara and Joseph Silbernagel be, and the same is hereby denied, and that no action on this Claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the Claimants, Tara and Joseph Silbernagel, as a Notice of Disallowance.

Attachment: Reso16-15 (4402 : Resolution #16-15, Disallowance of Claim - Silbernagel)

Resolution #16-15
Page 2 of 2

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 17th day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-15 (4402 : Resolution #16-15, Disallowance of Claim - Silbernagel)

COPY



Milwaukee Claim Department

February 3, 2016

TARA & JOSEPH SILBERNAGEL
 115 S WINNEBAGO ST
 DE PERE WI 54115-3045



RE: Insured: City Of Depere
 Claim Number: 1206128
 Loss Date: 12/14/2015
 Claimant: Tara & Joseph Silbernagel

Dear Tara & Joseph Silbernagel:

I am the adjuster handling the claim you presented to our insured for the damage to your basement.

It is our understanding that 4-5" of rain fell in a short period of time. Our insured responded to the area after they received a call of the backups and they found the main sewer line was backing up. They called the GreenBay Sewage District and they had to turn the pumps down and there was no damage or maintenance needed to the sewer system that is maintained by the City of Depere. Therefore our insured is not legally liable for the expenses you incurred.

Please feel free to contact me at (262) 717-3968 with any questions.

Sincerely,

Paul Kasdorf
 Sr. Claims Adjuster
paul.c.kasdorf@emcins.com

CC: CITY OF DEPERE
 335 S BROADWAY
 DE PERE WI 54115-2526

CC: M3 INSURANCE SOLUTIONS (VIA EMAIL)

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

Milwaukee Claim Department



January 30, 2016

E0015
CITY OF DEPERE
335 S BROADWAY
DE PERE WI 54115-2526

Dear City Of Depere:

EMC has received notice of your claim. The initial information received is referenced in the Claims Contact Summary below. You may wish to retain the Claims Contact Summary information for your records. It will assist you when contacting EMC regarding the status of your claim.

If we have not spoken about your claim upon receipt of this letter, please use the information below to contact me.

Sincerely,

Paul Kasdorf
Senior Claims Adjuster

YOUR CLAIM INFORMATION

Claim Number:	Z01206128
Claimant:	Tara & Joseph Silbernagel
Policy Number:	5B3-15-78 General Liability (Occurrence)
Loss Date:	12/14/2015
Adjuster:	Paul Kasdorf
Phone:	262-717-3968
Email:	Paul.C.Kasdorf@EMCIns.com

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050



LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: 12/14/15
2. Location of Incident: 115 S. WINNEBAGO ST., DEPERE
3. Name of Injured Person/Owner of Damaged Property: TARA & JOSEPH SILBERNAGEL
(Age if Minor: _____)
4. Address: 115 S. WINNEBAGO ST., DEPERE
5. Telephone Number: (H) (920) 339-9624 (C) (920) 639-9646 ^{Tim} (W) (920) 327-7074 ^{Tara}
6. Please give a detailed description of the incident (use back of form if necessary):
AROUND 9:00 AM, A PUNGENT ODOR DREW OUR ATTENTION TO OUR BASEMENT, WHERE DISCOVERED SEWAGE WATER SEEPING IN THROUGH OUR BASEMENT DRAIN. JOE IMMEDIATELY BEGAN SHOP-VAC'ING THE DIRTY INFILTRATE BUT WAS UNABLE TO KEEP UP WITH THE FLOW OF INCOMING SEWAGE/WATER, EVEN AFTER REMOVING OVER 100 GALLONS (20+ TRIPS W/ THE 5-GALLON SHOP-VAC). AFTER
7. Total Amount of Claimed Damages: \$ 199.50 (Attach itemized statements/bills)
8. Witness name, address and telephone number: ASAP SEWER & DRAIN CLEANING, LLC.
2780 HELSINKI RD, GREEN BAY 54311. 920-471-7098 (ERIC VEESER?)

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

1/10/16
Date

Tara Silbernagel
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

RE THAN 2 HOURS OF STEADY FLOW INTO THE MAIN DRAIN. IT
BEGAN TO RECEDE.

SEVERAL PLUMBERS AND A COUPLE SEWER/DRAIN COMPANIES WERE CALLED, BUT NONE WAS AVAILABLE TO STOP IN UNTIL ~~11:00~~^{2:00} THAT DAY. ASAP SEWER & DRAIN CLEANING LLC, WAS ABLE TO SEND A REPRESENTATIVE SHORTLY AFTER 11:30 AM BUT TOLD US THEY WOULD NOT BE ABLE TO PUMP THE WATER OUT UNTIL THE CITY'S SEWERS WERE NO LONGER BLOCKED. AT THIS POINT, WE PAID \$40 CASH TO HAVE ASAP RETURN LATER THAT AFTERNOON. UNFORTUNATELY, OUR "DESIGNATED" TIME HAD PASSED, AND ASAP WAS NOT ABLE TO GIVE US SERVICE. ^(ASAP) THEY DID RETURN THE NEXT MORNING TO PUMP OUT THE REMAINING WATER AND CLEAN FROM OUR DRAIN TO THE STREET.

DURING THIS "DOWN TIME," WE WERE ONLY ABLE TO USE VERY LIMITED WATER (NO SHOWERS, NO TOILET FLUSHES, NO DRINKING WATER, ETC.) OR WATER WOULD BACK UP INTO THE MAIN HOUSE IN THOSE DRAINS.

LUCKILY, OUR BASEMENT IS NOT COMPLETELY REFINISHED, AND WE WERE ABLE TO PULL BACK CARPETS, PADS, FURNITURE, ETC. TO MINIMIZE SOAKING AND DAMAGE, THOUGH THE ODOR PERMIATED OUR ENTIRE HOUSE FOR DAYS, AND PARTS OF SOME ITEMS NEEDED CLEANING.

SEWAGE WATER AT ITS HIGHEST IN OUR BASEMENT WAS AROUND 2 INCHES. IT COVERED ROUGHLY 200 SQUARE FEET. WE TOOK CARE OF CLEANING AND DE-ODORIZING OURSELVES BUT HAD TO PAY ASAP SEWER AND DRAIN CLEANING \$199.50 FOR THEIR SERVICES OF FLUSHING AND CLEANING.

A.S.A.P. Sewer and Drain Cleaning LLC



SPECIALIZING IN SEWER AND DRAIN CLEANING

- Toilets
- Bath tubs
- Sinks
- Washer/laundry lines
- Sewer lines/main drains
- Dishwasher lines
- Septic lines
- Drain Fields
- Roof drains
- Garage drains
- Shower drains
- Area drains
- Basement drains
- Floor drains
- Sump pump
- Drain tile

Camera Inspections • Pipe Locating • Root Removal

A.S.A.P. Sewer and Drain Cleaning LLC

2780 Helsinki Road
Green Bay, WI 54311

(920)471-7098
Asapl1995@gmail.com
www.plumbinggreenbay.com

Invoice

Date	Invoice #
12/15/2015	725
Terms	Due Date
Due on receipt	12/15/2015

Bill To

Tara Silbernagel
115 S Winnebago St
DePere, WI 54115

PAID

Balance Due	Enclosed
\$0.00	

Please detach top portion and return with your payment.

Date	Activity	Quantity	Rate	Amount
12/15/2015	Cleaned Sewer from the house to the main in the street with 2 inch cutter. Cleaned Sewer from the house to the main in the street with 4 inch cutter. Explained to the customer what I found build up from the city backing up.	2	66.00	132.00
12/15/2015	Inspected sewer line and found that the city was backing up into the house	1	45.00	45.00
12/15/2015	This charge is charged to every job to cover regular maintenance and gas for Truck #1 of Asap sewer and drain cleanings fleet.	1	22.50	22.50
Total				\$199.50
Payment				\$199.50
Balance Due				\$0.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #16-16, Authorizing Agreement for Consulting Services Between the City of De Pere and Hanging Gardens LLC (Green Roof Design).

See attached memo.

ATTACHMENTS:

- Reso16-16 (DOCX)
- Hanging Gardens (green roof design) 2-16-106-001-16 (PDF)
- Exhibit A - Hanging Gardens (PDF)
- Exhibit B - Hanging Gardens (PDF)
- Finance Committee.Green Roof Proposal Summary (DOC)

RESOLUTION #16-16

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND HANGING GARDENS LLC
(Green Roof Design)

WHEREAS, the City is in need of design, bid and construction management services for the City Hall roof replacement project; and

WHEREAS, Hanging Gardens LLC has available and offers to provide personnel and equipment necessary to accomplish the services within the required time; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Hanging Gardens LLC (Green Roof Design) 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 17th day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-16 (4416 : Resolution #16-16, Authorizing Consulting Agreement for Green Roof at City Hall.)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND HANGING GARDENS LLC
(Green Roof Design)**

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the City of De Pere, Wisconsin, ("City"), and Hanging Gardens LLC., a Wisconsin Limited Liability Company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of design, bid and construction management services for the City Hall roof replacement project; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultants Proposal thereto (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those 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 shall provide the Consultant with information as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed by August 1, 2016. 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, namely payment in a lump sum at the conclusion of each phase of the project. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. 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.

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 \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and 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 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 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.

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.

XIX. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: Parks, Recreation & Forestry Director
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Hanging Gardens LLC
Attention: Anthony Mayer, LEED AP, GRP
247 W. Freshwater Way, Suite 210
Milwaukee, WI 53204

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

HANGING GARDENS LLC

By:

CITY OF DE PERE

By:

Print Name: _____

Title: _____

Michael J. Walsh, Mayor

Print Name: _____

Title: _____

Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\Hanging Gardens (green roof design) 2-16-106-001-16.docx

City of De Pere

Request for Qualifications

For

Green Roof Design Services

The City of De Pere is inviting firms to submit qualifications and proposal to be considered for designing a “Green” Roof at the De Pere City Hall.

General Information:

A section of roof on the De Pere City Hall, located at 335 S. Sixth Street, is in need of replacement. As part of an effort to be more environmentally conscious the City is pursuing the replacement of its standard roof with a “Green” Roof concept. The roof is approximately 8,000 square feet and is currently constructed of rubber membrane.

In the summer of 2015, the City of De Pere contracted with Performa, Inc. to conduct a structural analysis of the roof as it related to supporting “Sustainable” types of roof options. The study also provided the recommendation of replacing the current roof structure with a “Green” type of roof. A copy of the plan will be available for review.

The roof structure has limited access (hatch/ladder). Due to the limited access, the roof will not be available for general or public use of any kind. The goals of the Green Roof are to assist with storm water runoff and reducing energy costs.

The City has committed funding in 2016, to have a consultant design, bid and manage the project.

Scope of Services:

The scope of services for this project include the following.

- 1) Design Green Roof for De Pere City Hall.
 - a. Consultant should review structural analysis conducted, and meet with City Staff.
- 2) Develop bid documents and coordinate bid process with cooperation of City staff.
- 3) Provide construction management services to ensure project is constructed to specifications.

Scheduling/Time Line:

January 8, 2016 – Proposals due by 11:30 am

January 11-15, 2016 – Proposal review by staff

January 19, 2016 – Recommendation to City Council

Insurance:

Your company shall effect and maintain insurance to protect from claims under workmen’s 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.

Proposal Information:

Within your proposal please include the following information in the order listed.

1. Company Information
2. Staff Bio and Experience
3. Description of (3-5) similar projects company has worked on.
4. Explanation of company understanding of the project.
5. Explanation of plan to address design, bidding and construction management.
6. Fee Structure (a fee schedule has been included for your guidance).

Evaluation Procedure:

All proposals shall be reviewed based on the following criteria.

- Staff experience and expertise in related work.
- Explanation/work plan for each component.
- Explanation and detail of plan to accomplish each main task (design, bid, construction management).
- Similar successful projects.
- Fee structure.

Proposed Fee Schedule:

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee Breakdown:

Scope of Services Item #1 (Design of Green Roof): _____

Scope of Services Item #2 (Coordination of Bid Process): _____

Scope of Services Item #3 (Construction Management): _____

Price per/hour for Misc items not covered under contract: _____/hour

De Pere City Hall

Response to Request for Quotation

Company Information

Hanging Gardens is the industry expert that provides high value sustainable site green infrastructure solutions. With over 50+ years of combined experience in this relatively new industry we provide: design integration, project delivery, and support services for green infrastructure projects and developments. We have become the reliable common thread for many designers, as well as a network of landscape architects, contractors, architects, engineers, and developers, to provide the tools from conception to completion to execute these challenging sustainable site green infrastructure projects. It is with these highest quality tools and products that we have developed and collaborated with our leading worldwide partners that we are able to tailor our design integration process to suit each client's unique needs. Through this process, we are able to offer a total system warranty, ensuring the utmost quality of each project.

Design integration specialties include:

- Green/Vegetated roofs (extensive, semi-intensive, intensive)
- Blue/Stormwater Retention Roofs
- Porous Pavements
- On grade stormwater harvesting
- Individual green infrastructure stormwater components

Headquartered at the Global Water Center, in Milwaukee, Hanging Gardens has seated itself among the industry's top water professionals, creating a rich network within this thriving water think tank. We have completed a multitude of projects nationwide, including places such as: Milwaukee, Madison, Chicago, New Orleans, St. Louis, and Seattle, with representatives throughout the country.

Background

Proposer:

Hanging Gardens, LLC (HG)

Mr. Anthony Mayer, LEED AP, GRP
PROJECT LEAD
 CEO/Co-Founder
 247 W. Freshwater Way, Suite 210
 Milwaukee, WI, 53204
 (414) 877-2001
anthony.mayer@hanging-gardens.com

HG Design Integration Support Staff Phone (877) 266-0015

Mr. John Lottes, AIA
 Partner, Architectural Review
 Mr. Jacob Staffin,
 Chief of Design Integration
 Ms. Kayla Buszka
 Sales Assistant

Project Partners/Supporting Cast:

Building Owner: De Pere City Hall

Marty Kosobucki
 Director Parks, Recreation and Forestry

Hanging Gardens

Global Water Center 247 W. Freshwater Way Suite 210 Milwaukee, WI 53204
sales@hanging-gardens.com | 877.266.0015 | www.hanging-gardens.com

Roof Consultant**To Be Determined**

*The selected contractor will have 3-5 projects completed similar to the De Pere project.

Energy Analysis Consultant

Phil Vetterkind, LEED AP
pvetterkind@hunzinger.com

Monitoring & Maintenance

Ms. Angie Durhman, ASLA, GRP
 Owner, Monitoring and Maintenance Coordinator
angie@adgreenroof.com

Biological Consultant

Dr. Colleen Butler, PhD Biology
colleen.butler@gmail.com

Soils Consultant**Greensite, LLC**

Mr. Michael Curry, ASLA, GRP
 Agronomist
M.Curry@greensiteinc.com

Team Mission Statement and Relevant Experience**Anthony Mayer, LEED AP, GRP & Hanging Gardens, LLC (HG):**

Hanging Gardens LLC, a national firm that provides roof-to-sewer solutions utilizing green infrastructure for stormwater management. Hanging Gardens, LLC is headquartered at the Global Water Center in Milwaukee, WI, where they specialize in consulting; grant procurement, vegetative roofing, and stormwater management systems. The company procures an international array of products, allowing them to provide the best quality, most advanced green infrastructure components in the world. Their products provide end-to-end solutions through single sourcing rather than working with multiple companies for different products, streamlining the process of project implementation. Hanging Gardens' unique structure and niche in the marketplace leverages economies of scale and integrated system designs provide single source warranties that save clients time and money.

Qualifications: LEED AP, and Certified GRP (Green Roofing Professional), 14 years in green roofing, 23 years in landscape construction, and 15 years in project management.

Relevant Completed Green Roof Projects that were designed and managed by HG:

- Indianapolis Zoo Orangutan Exhibit (8,000 S.F.), Indianapolis, IN – \$425,000 - 5/2014 completion.
Project contact: Daniel Overbey, LEED BD+C, AIA, Browning, Day, Mullins, Dierdorff, (317) 635-5030, doverbey@bdmd.com
- UW-Heath East (45,000 S.F.), Madison, WI – \$950,000 - 11/2014 completion
Project contact: Jeffrey Miller, ASLA, GRP, David J. Frank Landscaping, (262) 255-4888, jeff.miller@davidjfrank.com
- Bronzeville Cooking (9,000 S.F.), \$80,000 - Chicago, IL – 5/2015 completion,
 Project contact: Bernard Lloyd, Urban Juncture, (773) 285-5000, bloyd@urban-juncture.com
- Food Roof (11,000 S.F.), St. Louis, MO – \$144,500 - 7/2015 completion
 Project contact: Joseph Ostafi, AIA, HOK Architects & Planners and Urban Harvest, STL, (314) 754-4259, joseph.ostafi@hok.com

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Phil Vetterkind, LEED AP, Sustainable Building Solutions (optional):

Phil Vetterkind is the Director of Sustainable Building Solutions, a value-driven green advisory firm that champions comprehensive, triple-bottom-line results for building owners, designers, and tenants. Responsibilities include sustainable education, training and awareness for area professionals, consulting, identification and implementation of project specific strategies for sustainable objectives, and energy analysis.

Qualifications: LEED AP, 13 years in the sustainable development industry

Relevant Sustainable Building Solutions Projects:

- Johnson Controls Inc, World Headquarters- LEED Platinum
- Leader on over 30 LEED projects
- Secured 10 LEED Platinum certifications

Angie Durhman, ASLA, GRP & AD Greenroof, LLC:

Over the past ten years, Angie has managed green roof installations nationwide. Responsibilities included driving and supporting national sales efforts, design consultation, installation oversight, maintenance service, estimating, sourcing sustainable materials, and documentation. Annual revenue of green roof projects was between \$7-15M; Project size ranged 200 sf to 140,000 sf; Approx. 350 installs in re-roofing and new construction for public and private customers.

Qualifications: ASLA, GRP (Green Roof Professional), 10 years in green roofing, monitoring and maintenance.

Relevant Monitoring and Maintenance Projects:

- Photon West Data Center, Omaha, NE
- Penfield Apartments Study, St. Paul, MN
- Target Center, Minneapolis, MN

Michael Curry, ASLA, GRP & GreenSite, LLC.:

Over the past twenty years, Michael has been a landscape architect and horticulturist / entrepreneur that has gained a broad range of experience in Design Build, Project Management, Plant and Soil Science, Green Roofs & Green Walls. Accomplished in Business Development and Product R&D. He currently focuses on sustainable design & development, reclamation & restoration, green technology, and urban farming.

Qualifications: ASLA, GRP, 20 years as an agronomist/soils scientist and 14 years in green roofing

Relevant Completed Green Roof or Green Infrastructure Projects:

- Chicago City Hall, Chicago, IL
- Navy Pier, Chicago, IL
- Southern Illinois University, Carbondale, IL



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Dr. Colleen Butler, PhD Biology, Biological Consultant to AD Greenroof, LLC:

Since 2007, Dr. Butler has conducted botanical experiments and created systems to maintain green roofs. Additionally, she has directed curriculum through supervising undergraduate researchers and high school interns and has provided guided tours to students and community members to further educate others in regards to green infrastructure.

Qualifications: PhD in Biology, 8 years in green roofing, monitoring and maintenance.

Relevant Completed Green Roof or Green Infrastructure Experience:

- Sewer and Water Board of New Orleans, LA
- Tufts University, MA
- HG Sustainable Plants, (ongoing), Nationwide

Similar Projects:

JW Winco Green Roof



The JW Winco Green Roof was designed to provide space that would serve top notch ecological and energy saving functions, all while remaining cost effective for the business. This roof is not accessible to the public, and therefore any and all purpose for the green roof, rather than aesthetics, is to serve as an energy use reduction tool for this roughly 17,000 SF project. The pre grown extensive sedum system used provides immediate productivity once placed on the roof, meaning no establishment time for the plants, and instant benefits of a green roof. Hanging Gardens worked in conjunction with JW Winco to ensure the most cost effective methods were used in order to achieve their green roof

vision. Within the first year of install, the client had seen a 75% reduction in air conditioning costs for their building, speaking highly to the goal of cost savings.

The Brix Green & Blue Roof

The Brix project proved to be one of the most cutting edge projects that Hanging Gardens worked on in 2015. This old Milwaukee candy factory was restored and turned into luxury living spaces for local residents. After choosing a location atop their parking garage for an outdoor space for residents, Hanging Gardens went to work designing a roughly 24,000 SF green and blue roof for this project. The space holds water underneath the green roof deck, and all the while functions as a lavish outdoor living space for Brix residents. A wetlands design is incorporated into the roof where wetlands plants can have constant access to water from the blue roof below, and pavers are surrounded by Irish moss.



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Charmant Hotel Green Roof

Charmant Hotel wanted to provide a rooftop escape for guests staying in their upper suites, all the while being able to make use of space atop the building for guests in the restaurant featured in the lower level of the hotel. Hanging Gardens went to work designing a high end outdoor space focused on relaxation and dining amenities for this roughly 3,800 SF hotel. Charmant features outdoor fire pits, seating for diners from the restaurant below, and secluded hedges that keep guests nestled in to their rooftop utopia.

UW Health East Campus Green Roof

UW Health East Campus has quite a unique green roof. With a span of roughly 37,000 SF, this design features both extensive and semi-intensive systems. There is public access to the semi-intensive area which features seating for lunch room patrons alongside flowers, trees, and shrubs. Surrounding raised beds are home to an herb garden that the lunch room harvests for use in the kitchen. Beyond public access lies the extensive system. Working closely with the Landscape Designer, we were able to use different varieties of sedum to create a design in the sedum layout that can be seen from looking overhead the building. Different sedum species were combined to create different color tones resulting in a beautiful swirl of colors that bloom throughout the growing season.



Alverno College Green Roof



The Alverno College Green roof was funded in partnership with a grant from the Milwaukee Metropolitan Sewerage District's Freshcoast 740 program. This program provides grant funding to green infrastructure projects that will help reduce the amount of water that is coming into the treatment facility for the district. After installation of their roughly 10,000 SF extensive sedum system, Alverno's roof will help keep roughly 152,000 gallons of stormwater from entering into treatment at the sewerage district. This roof, like the JW Winco roof, has no public access, and will not only help Alverno eliminate the amount of stormwater flowing to the district, but will also aid the college by providing energy cost savings.

Company Understanding of Project:

After careful attention to the city of De Pere's Request for Qualifications, Hanging Gardens has determined that this project is intended to serve the primary function of both energy cost and storm water runoff reduction. Keeping these two reigning factors in mind, the following proposal has been prepared.

Statement of Purpose:

This proposal will contain a diverse application of stormwater best management practices for green roofing to allow for an interpretive analysis of stormwater mitigation capabilities, and cost effectiveness given the context. This design and supplemental curriculum will provide a solid foundation for future performance driven green roofing projects throughout the city.

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Project Prerequisites:

Retrofitting any existing building with a green roof provides its challenges. The De Pere City Hall green roof is no exception to this rule. Below is a list of standard company prerequisites that we have accomplished:

- An initial review of the available structural documents in the City of De Pere archives to create our basis for allowable structural loads for the project.
- A roof analysis to provide our roof consultant with the necessary fabric to make re-roofing/waterproofing recommendations for the green roofing systems.
- The assembly of all key players and stakeholders for the project.
- The creation of schematic designs to create a basis of proposal from.
- The phasing of the project to accommodate what we believe to be a reasonable budget and timeline for the completion of the project.

Green Roof Size and Accessibility:

The total roof size of the building is approximately 8,000 S.F. After preliminary analysis, the existing waterproofing membrane appears to be in decent condition. At the Northeast parapet wall, the membrane appears to be lifted from its original application due to possible water being introduced from a previous leak. There are not any significant leaks or damage in the proposed project area. There is one roof penetration which will be sleeved and waterproofed appropriately to prevent any leaks. It is also recommended, in order to comply with OSHA, that the building architect is contacted in order to determine where it would be appropriate to



De Pere
City Hall
Current
Green Roof
Condition

De Pere
City Hall
Current
Green Roof
Condition



install tie offs for contractors to prevent falls. As an alternative to installing a tie off, OSHA regulations will also permit a separate person entitled a "Safety Monitor" to be paid to accompany maintenance and contractor personnel atop the roof each time they are working to remind workers when they are near the edge of the roof. It is recommended, by Hanging Gardens, that the tie off option be considered, seeing as it would be more financially feasible in the long run for the city of De Pere.

We have determined that the City Hall building roof can physically support another 80lbs/SF. We would like to inform you that this weight allowance gives the city several options when it comes to what types of green roof systems can be considered. It is our understanding that the City of De Pere

would like to choose a system that is going to be most effective in energy reduction, as well as decreasing storm water runoff, all for the best possible price that can be achieved. Typically, an extensive sedum system is most cost effective, and will still perform the tasks that City Hall is looking for this addition to accomplish. Although this is the system we feel City Hall truly has in mind, we feel it necessary as industry experts to inform you of all of your options.

There are alternative vegetated roofing systems that could be considered for this project. One system is the Stormwater Catchment Vegetated Roofing System (HG #2160). This system is composed of perennial plantings and is designed with a drainage/retention board that will help this system retain almost double the amount of water that a sedum system could hold. Another system the city could consider is a Perennial Garden System (HG # 2210). This system is classified in our Semi-Intensive section, weighing in at roughly 42.15lbs/SF. Although design versatility is not top priority for this project due to bare minimum roof access, it is an option. Lastly, we wanted to give De Pere City Hall the option to consider the Native Prairie Vegetated System (HG # 2220). The Native Prairie System has been attractive to municipality clients due to the ability to publicly promote efforts to naturalize the property to the city and its residents. The Native Prairie system will use plants that are specifically native to your area, meaning they are adapted to the climate, and as a result are very resilient. This system also provides excellent habitat for birds, bee's and butterflies.

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In summary, Hanging Gardens feels that this project goal most closely parallel's an extensive sedum roof to accomplish energy cost and storm water runoff reduction, however we felt it important to provide all available options for this particular roof holding capacity.

It should also be noted that we have included an optional Energy Analysis for the building in our proposal. This energy analysis is not mandatory; however, it is provided as an option to the client in order to receive a quantifiable number for energy cost savings. There is substantial research available from sources such as Harvard University, Dow Insulation, and the City of Chicago that find strong correlation between the installation of a green roof on a building, and resulting energy cost savings. However, we understand that not every client may feel comfortable using pre-existing data, and may feel more comfortable having an energy analysis performed to show direct correlation of green roof installation and cost savings for their particular building. This energy analysis service will measure energy use and cost before the installation of the green roof, and will provide mathematical calculations to demonstrate the savings that City Hall will see after green roof installation.

Hanging Gardens would like to provide a general overview of achievable benefits the City Hall can expect to see with the installation of any green roof. Typical benefits include:

1) Energy Cost Reduction

A green roof serves in two important ways to reduce energy costs. First, it serves as an insulated layer above the roof. This means in the winter time, it is going to help keep heat inside the building. Alternatively, in the summertime, the green roof will act as a sponge, absorbing the sun's hot rays. This prevents the building roof from getting superheated and will overall drastically reduce the temperatures on the roof at any given time in hot weather.

2) Urban Heat Island Reduction

As with any city, the more buildings that are present, the more roofs there are to absorb heat all day. When roofs are absorbing heat all day, it starts to release at night, creating an overall higher temperature within the city boundaries. Green roofs reduce urban heat island effects by absorbing heat throughout the day, and keeping temperatures cooler on the roof.

3) Stormwater Mitigation

Green roofs will drastically reduce the amount of storm water runoff that you have from your roof, especially depending on the type of design that is used. This means that there is less overflow into the sewers, and less water that needs to be managed by the local sewage districts. Plants will readily use water from storm events for growth and development. Roofs that hold water underneath a green roof system will allow for the process of evapotranspiration to occur, thus creating a system where the plants can irrigate themselves with the water below the green roof system. This leads to reduced irrigation costs for the owner.

4) Habitat Production

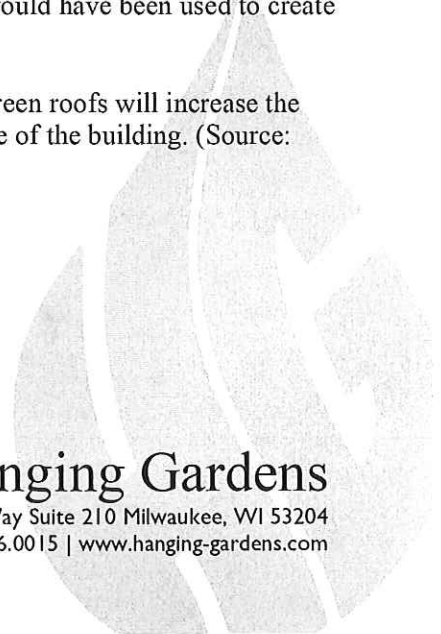
Seen especially with native species, green roofs will provide precious habitat for birds and pollinators. Especially in large cities, green roofs can serve as an oasis for migrating birds and butterflies, resulting in a great learning experience for the general public regarding the importance of providing and maintaining habitat for wildlife.

5) Air Quality Improvement

Green roofs are a great means for carbon absorption. Not only this, but when you are reducing your energy use, consequently you are reducing the amount of pollutants and greenhouse gases that would have been used to create that energy.

6) Enhanced Building Aesthetics and Marketability

Not only does a building get a revamp in the aesthetics, but it has been shown that green roofs will increase the marketability of a building, consequently resulting in a 6%-15% increase in the value of the building. (Source: Environmental Building Strategies)



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Plan to Address Design, Bidding, and Construction Management:

In efforts to create an easy to follow schedule, the following timeline has been put together.

De Pere City Hall Green Roof Project Timeline

- 1) Creation of design & development documents to be reviewed by the city staff
- 2) Meet with De Pere City Hall staff to discuss design & development drawings and receive approvals and/or amendments
- 3) Meet with City Hall staff to finalize design & development drawings
- 4) Create construction documents
- 5) Work alongside the City Hall staff to coordinate the bidding process
- 6) Perform scope review of bidders alongside city staff
- 7) Provide city staff with the recommended contractors to perform construction
- 8) Work with City Hall's selected contractor to plan and implement a project construction schedule
- 9) Set a pre-construction meeting with all of the following parties: City Hall staff, selected contractors, and Hanging Gardens
- 10) Begin construction
- 11) Oversee construction of project
- 12) Provide a substantial completion walk through
- 13) Provide a final walk through
- 14) Provide all warranties
- 15) Plan and implement a maintenance schedule
- 16) Create a 2 year bi-annual maintenance plan
 - a. 6 months
 - b. 1 year
 - c. 18 months
 - d. 24 months- Upon completion, maintenance is turned over to City Hall

Design

Hanging Gardens approaches projects with an organized overview of the work that needs to be done, and a detailed plan of how goals for the project are to be achieved. Our design process starts with taking careful measures to ensure we are completely familiar with the buildings present condition, so from the beginning, we are able to start assessing ways in which we can increase the value of the project. Once measurements and samples have been taken of the roof, we obtain structural documents and plans to determine the structural capacity of the roof. This results in providing a weight that the building can hold, and will ultimately serve as a cutoff for which types of systems are or are not feasible for a project.

Our design and project management staff work closely with the client to determine what their vision is for the project, as well as their budget. Once a system is decided on, our design team works to integrate the design to fit with the budget. We will provide the owner detailed drawings and work directly with the owner to determine a final layout. From this layout, construction documents can be created.

Bidding

The bidding process is to be worked on jointly between the owner and Hanging Gardens. Our network of 10+ qualified contractors in the state keep our expectations for bidders to be of the utmost quality. We look for contractors who have relevant experience in the green infrastructure field, not only with general green roof installations, but for installation experience that is comparable to the project we are looking to complete with the owner.

Construction

With a heavy background in the roofing industry, Hanging Gardens is also an expert when it comes to installation guidance. We have worked with many contractors first hand to ensure that they understand proper installation techniques, along with suggestions on ways to minimize labor hours and maximize use of their time. Each project is different, and thus each project we make it a point to sit down with all parties involved before construction will begin to make sure everyone is on the same page. Hanging Gardens believes that communication between every stakeholder throughout the project is crucial to its success and prosperity.

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A final walk through is performed at the end of each project to make sure that all the goals and visions of the project have been met. This walk through will, once again, involve all stakeholders. Once it has been determined that the final result equates the vision the owner had, Hanging Gardens will provide all applicable warranties to the owner.

Maintenance

At Hanging Gardens, we strive for excellence not only through the design, bidding, and construction process, but through the entirety of the life of the project. We have seen the consequences of not maintaining a roof, and we are determined to make sure our clients know how important it is to take care of their investment. We work alongside agronomists and biologists to ensure that a maintenance plan is put into a clear and easy to follow write up for the owner or selected maintenance contractor. This will give our clients confidence that their project is not only going to be completed in excellence, but that it will maintain its robust ecosystem for years to come.

Hanging Gardens will work with the city to choose the best maintenance option for the project. Some options are listed below:

- 1) An independent third party consultant can be hired to take on maintenance tasks
- 2) Hanging Gardens can supply the city with qualified landscape maintenance contractors to choose from
- 3) Hanging Gardens can work directly with the city to select a maintenance contractor

As the project scope is narrowed down, we will work directly with the city to make sure that all maintenance options are laid out for the city. This will provide the best opportunity for City Hall to see the work that needs to be done, and determine the best possible selection for performing ongoing maintenance duties.

Fee Structure:

Scope of Services Item #1 (Design of Green Roof): 45hrs
 Scope of Services Item #2 (Coordination of Bid Process): 31hrs
 Scope of Services Item #3 (Construction Management): 52hrs
 Price per/hour for Misc items not covered under contract \$90/hour

1. Design Development..... \$2,700
 - a. Energy Analysis (optional)...\$2,000-\$3,000
2. Construction Documents..... \$1,350
3. Bidding Process..... \$1,440
4. Scope Reviews..... \$1,350
5. Pre- Construction..... \$1,350
6. Construction Management..... \$2,700
7. Project Closeout..... \$630



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Memorandum

To: Finance/Personnel Committee

From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Green Roof Consultant Proposals

Date: February 9, 2016

Summary: The Sustainability Team is recommending accepting the proposal from Hanging Gardens out of Milwaukee, Wisconsin to design and manage our Green Roof Project at City Hall.

Background:

- In November 2015, the City Council approved \$241,000 in the 2016 Budget to replace the roof at City Hall with a Green Roof. The project budget was to include design, construction management, and construction of the Green Roof.
- In December 2015 staff advertised and sent out Request for Proposals to design and manage the construction of the Green Roof. We directly contacted thirteen different companies that had experience in designing a Green Roof. Bids were due on January 8, 2016.
- We received two bids for this project. They are:
 - o Hanging Gardens, Milwaukee, Wisconsin
 - o Green Roof Service LLC, Baltimore, Maryland
- The Sustainability Team reviewed the two proposals and recommended investigating one of the consultants (Hanging Gardens) further.
- On January 27, the Sustainability Team met again to review the consultants. At this meeting the Sustainability Team made their recommendation to pursue working with Hanging Gardens.
- Summary of Sustainability Team Opinion
 - o In reviewing the potential consultants, the Sustainability Team felt Hanging Gardens was the best match for our project. While Green Roof Service LLC displayed many projects that were similar in nature, we did not feel the company took time to try and understand our project which created uncertainties in their proposal with committee members. It was also stated the distance of the firm raised concerns with regard to availability. Should the firm need to attend the project site, outside the number of days allotted in the proposal, we would be charged \$1100 per day. The firm did offer a “not to exceed” number of \$15,000. The committee felt Hanging Gardens had a good display of similar projects, showed a good understanding of the project (they visited the site, asked for plans, and asked for roof inspection study), has staff knowledge and expertise, and would be able to display the level of expertise we feel is important to the success of our project. In addition, we would not be charged for requesting additional site visits.
- Budget Summary – The below costs are estimates based on information that has been provided to us.
 - o Hanging Gardens – \$11,880
 - Design - \$2700
 - Bidding/construction documents/review/etc... - \$4500
 - Construction Management - \$4680
 - o Green Roof LLC - \$11,000
 - Design - \$4000
 - Coordination of Bid Process - \$2000
 - Construction Management - \$5000

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #16-17, Authorizing Agreement for Contractor Services Between the City of De Pere and Excel Underground, LLC (Utility Locating Services).

The Board of Public Works at the February 8, 2016 meeting approved the staff recommendation to award the utility locating contract to Excel Underground, LLC for the years 2016 thru 2019.

The City of De Pere is responsible for locating all their underground utilities which includes water, sanitary sewer, storm sewer, electric and fiber optics. Currently, the City staff locates water, sanitary sewer, storm sewer and electric. The fiber optic locating is contracted out with USIC. The utilities are located when Digger's Hotline (See attached Digger Hotline ticket) notifies the City that there will be excavation going on in the area of the City's utilities. At this time, the water department will locate the water, the engineering department will locate the sanitary and storm sewer, and the building maintenance division will locate the electric. In certain areas where there is fiber, then USIC will also be notified to locate the fiber. At times, we could have four people at the same location locating the City's underground utilities.

Several years ago, I looked at the possibility of contracting out locates because of the need to downsize the water department and engineering department when there were vacancies in these departments. This never transpired because of the concerns with the existing union contracts and the ability to contract out services being done by union employees. This past summer, the water department experienced significant turnover resulting in many vacancies. Instead of filling all the positions, as part of the 2016 budget process I proposed contracting out utility locating services. In previous research, I had determined contracting out utility locates was more efficient and cost effective. After reviewing the bids for Excel Underground it appears contracting out is still more cost effective. The following shows the costs for the City to perform utility locate vs. Excel Underground:

City Locate Costs:

	Utility	Hourly Rate*	Hourly Truck Rate	Total Hourly Rate	Cost Per Locate**
Water	Water main	\$39.81	\$12.27	\$52.08	\$26.04

Department					
Engineering Department	Sewer***	\$43.13	\$12.27	\$55.40	\$27.70
Building Maintenance	Electric	\$43.48	\$12.27	\$55.75	\$27.88

*Includes wages & benefits

** Average time = ½ hour

***Includes sanitary & storm sewer

Total City costs for water main, sewer, and electric = \$ 81.62 per locate ticket

Excel Underground Locate Costs:

Water main = \$8.00

Sewer = \$8.00

Electric = \$24.00

Total Excel Underground costs for water main, sewer, and electric= \$40.00 per locate ticket

The City has budgeted for in 2016 in the Water Utility budget to contract out utility locates.

The City solicited five vendors (See attached 2016 contractor list) and received the following bids (see attached) for utility locating:

- Excel Underground, LLC
- Precise Underground Marking Corporation
- USIC

I have reviewed all bids that were submitted. Excel Underground currently does utility locates for the Town of Ledgeview and Central Brown County Water Authority so they are very familiar with De Pere.

ATTACHMENTS:

- Digger Hotline Ticket (PDF)
- 2016 Utility Locate Contractor List (PDF)
- Reso16-17 (DOCX)
- Excel (Utility Locates) 2-16-189-001-16 (PDF)
- Exhibit A - Excel (PDF)

DIGGER HOTLINE TICKET

Diggers Hotline, Inc. (Wisconsin)

Ticket #: 20160600874 Seq: 2 Previous Ticket #:

Order: STANDARD

Type:

Operator: 1350

Start Date : 02/05/2016 Time: 06:05:00 AM

Call Date : 02/02/2016 Time: 05:57:02 AM

Transmit Date: 02/02/2016 Time: 07:00:04 AM

Caller: CHAD BUCHHOLZ
RK ENTERPRISES
N221 SUNSET DR
APPLETON
WI 54914

Phone: (920)422-1155

Field Rep.: SAME

Phone: (920)422-1155

County : BROWN

Place : DE PERE CITY

At : 2125

Street : FRENCH RD

Intersection 1: CREAMERY RD

Intersection 2:

On the S side of street and approximately 725.00 FT SW of Intersection 1

Latitude NW 44.41647900 Longitude NW -88.13298800

Latitude SE 44.41458200 Longitude SE -88.13016500

Type of Work: INSTALLING CATV FIBER

Working For : TIME WARNER CABLE

Trenches: N Overhead: N Boring Equipment: Y Premarked: N

Marking Instructions:

STARTING AT SERVICE DOOR LOCATED ON THE NW CORNER OF THE BUILDING AT
ABOVE ADDRESS MARK A 50FT WIDE PATH GOING W TOWARDS FRENCH RD FOR
100FT THEN TURN NE FOR 725FT MARKING A 35FT WIDE PATH ALONG THE E SIDE
OF FRENCH RD THEN CONTINUE SE FOR 175FT TO THE TIME WARNER FIBER PED
LOCATED ON THE S SIDE OF CREAMERY RD TO INCLUDE A 35FT RADIUS OF THE
ENDING PED

Remarks:

TKT 1/2 DUE TO MUNI

Members Notified:

*CITY OF DEPERE CDP01 (CDP01) TIME WARNER CABLE - TWC20 (TWC20)
AT&T DISTRIBUTION SBC05 (SBC05) WISCONSIN PUBLIC SERVICE CORP (WPS10)
TIME WARNER ENT CO LP DBA CABL (CFC01) GREEN BAY METROPOLITAN SEWERAG (GBS01)

LIGHTING		SEWER		WATER	
L	C	L	C	L	C

2328

2016 CONTRACTOR LIST

Raymond Rock
Excel Underground. LLC
14 Strawberry Lane
Appleton, WI 54915
Office: 920-574-2924
Cell: 920-205-4678
E-mail: rock@excelunderground.com
www.excelunderground.com

Joshua Roland
USIC
9045 North River Road
Suite 300
Indianapolis, IN 46240
E-mail: joshuaroland@usicllc.com
317-810-8255

Chris Geary
Ground Penetrating Radar Systems, Inc
17 West 697C Butterfield Road
Oak Brook Terrace, IL 60181
E-mail: chris.geary@gp-radar.com
920-365-2736
414-795-6845

Precise Underground Marking Corporation
9404 N 107th
Milwaukee, WI 53224
414-228-5179

Vanguard Utility Partners, Inc.
5927 Haase Road
DeForest, WI 53532
608-223-2014

RESOLUTION #16-17

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND EXCEL UNDERGROUND, LLC
(Utility Locating Services)

WHEREAS, the City is in need of utility locating services; and

WHEREAS, Excel Underground, LLC has available and offers to provide personnel and equipment necessary to perform the utility locating services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Excel Underground, LLC (Utility Locating Services) 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 17th day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND EXCEL UNDERGROUND, LLC
(Utility Locating Services)**

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the City of De Pere, Wisconsin, ("City"), and Excel Underground, LLC, a Wisconsin Limited Liability Company ("Contractor").

WITNESSETH

WHEREAS, the City is in need of utility locating services; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to perform the utility locating services within the required time.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals and Contractors Proposal (Exhibit A), attached hereto and incorporated by reference. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONTRACTOR SERVICES

Contractor agrees to perform those services which are described in Exhibit A through 2017 except that the requirement of providing a \$50,000 Performance Bond found in Exhibit A is hereby deleted.

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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 Contractor shall not be considered the owner of any such document nor shall the Contractor retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Contractor agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Contractor for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Contractor.

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

Contractor acknowledges that, as the Contractor 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. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor 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 Contractor for its reasonable costs incurred in complying with this paragraph.

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall commence work after notice and proceed with all deliberate speed. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay their response time, Contractor shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay and the Contractor agrees to accept the project hourly rates as provided in Exhibit A. Payment to the Consultant shall be made per the terms as identified in Exhibit A. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONTRACTOR

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

X. NON-DISCRIMINATION

The Contractor 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 Contractor 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 \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Proof of Insurance. The Contractor 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 Contractor 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 Contractor'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 extent permitted by law; the City shall indemnify and hold harmless, Contractor from and against claims, losses, actions, damages (including direct, liquidated, consequential, incidental, punitive or all other damages), expenses, and other liabilities, including but not limited to costs, attorney fees, and expenses resulting from the City willfully furnishing incorrect or misleading records to the Contractor for the purpose of locating any designated un-locatable* infrastructure by the Contractor to the extent said claims, losses, actions, damages, expenses and all other liabilities and attorney's fees are cause or occasioned by said incorrect, inaccurate or misleading records of the City. The Contractor shall immediately notify the City of any infrastructure it deems un-locatable.

(*) Un-locatable infrastructure is not locatable by industry standard locating processes

To the extent permitted by law; the Contractor shall save and hold harmless the City from and indemnify it against all claims, actions, demands, liens, fees, and expenses on account thereof, for injury or damage to any person or property whatsoever, including death, which may arise or result from the negligent performance by the Contractor. In the case of concurring fault by contractor and/or other party, including the utility, each party shall bear its share of the loss, including attorney's fees and other related costs. If any person or entity threatens to sue, makes a written or oral demand or claim, sues or initiates any legal proceeding against the City on account of any provision of this indemnity agreement, then the City shall immediately notify the Contractor of such pending or threatened litigation and such notification shall be made by the City no later than thirty (30) days after the City learns of said pending litigation, lawsuit, claim or demand. The notice to the Contractor by the City shall be made in writing and mailed to the Contractor's address. The Contractor or its insurance carrier shall have the right to defend such proceeding by hiring legal representative selected and chosen by the Contractor or its insurance carrier and the Contractor and its insurance carrier shall have the right to negotiate settlement of said claim or alleged claim.

XIII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor 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 Contractor without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor 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 OR TERMINATION OF WORK

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

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Contractor 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 Contractor 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 Contractor 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.

XVIII. LENGTH OF AGREEMENT

Unless otherwise terminated or suspended as provided herein, the term of this Agreement shall be two (2) years, commencing the date first written above. City may, at its sole option, renew this Agreement for two (2) one (1) year increments by providing Contractor written notice thereof at least 30 days prior to the expiration of any contract term.

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

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

If to Contractor:

Excel Underground, LLC
 Attention: Raymond Rock
 14 Strawberry Lane
 Appleton, WI 54915

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

EXCEL UNDERGROUND, LLC

By:

 Print Name: _____
 Title: _____

 Print Name: _____
 Title: _____

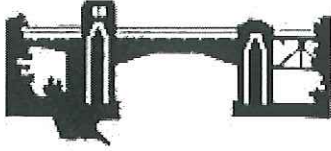
CITY OF DE PERE

By:

 Michael J. Walsh, Mayor

 Shana D. Ledvina, Clerk-Treasurer

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City of De Pere

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

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

December 21, 2015

Raymond Rock
Excel Underground. LLC
14 Strawberry Lane
Appleton, WI 54915

**RE: Request for Proposals
Utility Locating Services**

The City of De Pere is requesting a proposal from your firm to perform underground utility locating and marking services for the City's underground electric, fiber optic, traffic signals, sanitary sewer, storm sewer, and water infrastructure.

Locating equipment, materials and services provided by the Contractor will vary considerably by the number, nature, and complexity of locate requests received from Digger's Hotline. The following information will help the Contractor to approximate the need for equipment, material, and/or labor requirements. **The following information is an estimate of annual work quantities to provide a basis for evaluating quotations. It is not a guarantee or limit of compensable work:**

Total Digger Hotline Tickets Per Year	=	3,200
Water Main Locates	=	3,000
Sanitary Sewer Locates	=	3,000
Storm Sewer Locates	=	2,000
Electrical Locates	=	750
Fiber Optic Locates	=	250
Traffic Signals	=	150
Project Hours*	=	100

* Project hours are used for locates which require more than 59 minutes locating per transmittal, excluding travel time. All billing shall be at ¼ hour increments and clearly designated as such on all invoices.

Scope of Work:

1. Contractor Responsibilities

- a) The contractor shall provide the necessary labor, equipment, tools, materials and supplies to perform underground locating and marking services at any time, including weekends and holidays as necessary to comply with Wisconsin Statute 182.0175 for underground electric, fiber optic, sanitary sewer, storm sewer, traffic signals, and water infrastructure owned by the City. If the contractor fails to meet these requirements, then the City reserves the right to terminate the contract.
- b) Contractor shall comply with all applicable federal, state, county and local ordinances and regulations.
- c) Contractor shall comply with the provisions of all applicable permits and licenses relative to the services provided hereunder.
- d) The contractor agrees to receive transmittals directly from the State One-Call Hotline for dispatching of locate requests. No additional costs for receiving transmittals will be incurred by the City.
- e) The contractor shall review infrastructure maps provided by the City. These maps show general location of the City's infrastructure.
- f) The contractor shall survey the area of each locate request to determine if infrastructure facilities have been installed more recently than the revision date of the maps provided. Map indications shall not be used as the sole reference for marking facility locations. Any such maps, drawings, sketches, or other technical information either oral, written, or otherwise furnished or disclosed to or obtained by contractor in the performance of contract shall remain the property of the City. All copies of such information shall be returned to the City upon written request or at the completion of the contract. Contractor shall not use any information provided for other purposes other than the contract unless agreed upon in writing by the City.
- g) The contractor shall routinely identify and mark the City's underground infrastructure in response to One-Call system notifications.
- h) The contractor shall contact the City where, in the judgement of the contractor, the nature of locating requests or excavations pose unusual threat to the fiber optic infrastructure. The contractor shall offer fiber optic "watch dog" services to continually freshen locate marks and protect the fiber from damage from excavations. Contractor shall obtain approval from the City for this service.

- i) Contractor shall notify the City of any discrepancies or omissions in the City provided maps or records.
- j) Contractor shall acknowledge that the City maps may not be available and Contractor shall request clarification of City records deemed unclear, incorrect, inaccurate, or misleading.
- k) Contractor shall immediately notify the City of any infrastructure it deems un-locatable. Un-locatable infrastructure is not locatable by industry standard locating processes.
- l) Contractor shall guarantee their service by accepting liability for damages due to erroneous locates. In cases where the cause of the damage is unclear or plant records are grossly in error, a mutual investigation by contractor and City will be completed. The final determination of fault will be determined by the City.
- m) The City agrees to dispatch contractor to all facility damages as soon as possible. The contractor shall meet with utility crews to verify the accuracy of the locate. A complete investigation will be performed by the contractor on all damages regardless of who is at fault. Reports, contractor statements, cleared requests, and photographs will compromise the investigation. The materials will be made available to the City should litigation be necessary to collect damage compensation from the excavator. The contractor locators and damage investigators shall also be made available as expert witness as required.
- n) Contractor shall provide 24-7 response to emergency locate requests. Charges for this service shall be the same as regular locates. One-hour response time to all emergency locates shall be guaranteed. Contractor shall be on duty to receive the emergency requests from Digger's Hotline. The assigned locator shall be dispatched and the excavator notified that a locator is on the way with an estimated time of arrival.
- o) Contractor's personnel shall represent the City in a courteous and professional manner at all times. The contractor shall give diligent and polite consideration to the interests of property owners, tenants, and the general public, whenever involved, and shall carry out the work in such a manner as to cause minimum of inconvenience.
- p) The contractor acknowledges and agrees to locate and mark underground facilities for the company as an independent contractor, and that it is solely and directly responsible for all management and supervision of crews, including but not limited to hiring, firing, discipline, work assignment, promotion, safety, wages and benefits.
- q) The contractor shall employ only competent employees and, at the request of the City shall remove from City's work any employee who, in the opinion of the City, is deemed incompetent, untrustworthy, disorderly, un-cooperative or otherwise violates the terms of this proposal.

- r) The contractor shall report immediately to the City any accidents involving any facilities, public or private property, other individuals, etc. The report shall include, but not be limited to, the accident; location, date, time, description, witnesses and corrective actions taken to avoid future occurrence.
- s) The contractor shall service and maintain all equipment in excellent operating condition. Equipment must have a neat appearance and must clearly identify the contractor's company name. Servicing and maintenance shall be carried out on the contractor's own time at his expense.
- t) The contractor agrees to furnish all assistance required by the field inspector for the proper inspection of the work and the contractor shall regard and follow the instructions of the field inspector when the same are consistent with the obligation of the contract.
- u) Work inside energized equipment shall only be performed by qualified personnel. The contractor shall provide contractor employees with necessary training prior to opening or working on equipment inside of pedestals, transformers, meter sockets, or enclosures. Personnel qualifications and training shall meet OSHA and WI-DOWD or successor agencies.
- v) The contractor is responsible for administering safety programs for its employees.
- w) The contractor shall immediately report damage observed or caused to City equipment. This includes, but is not limited to, missing locks, equipment covers, seals, etc.
- x) Contractor shall be equipped with either pager or cellular telephone. A list of on-call telephone numbers or an emergency dispatch telephone number(s) will be provided by contractor and kept current with the City.
- y) Contractor shall not subcontract any of the work to be performed under contract unless it has first obtained written approval from the City. City shall have full and complete discretion in withholding or granting such approval.
- z) Upon award of the contract, the City reserves the right to require the Contractor to provide a Performance Bond in the amount of \$50,000, the estimated annual value of this contract, for the duration of the contract. Should the Contractor be unable to fulfill the contract requirements, and the City requires the services of another Contractor, the City has the right to call upon the Performance Bond to pay any extra costs associated with hiring the second Contractor to complete the work for the remaining period of the contract.

2. City of De Pere Responsibilities

- a) The City shall provide maps and data in an electronic format of infrastructure maps in GIS or Adobe format to help contractor identify underground facilities. These maps show general locations of utility facilities. Only the general location of facilities can be displayed due to the scale of these maps.
- b) The City shall provide updates of infrastructure maps on a quarterly basis or more frequently by mutual consent.
- c) The City of De Pere shall work with contractor to arrange for the One-Call Center to send all locate requests directly to contractor.
- d) The City of De Pere shall pay the One-Call center for all invoices for contractor transmittals.
- e) The City reserves the right to perform utility locating activities during the term of the contract using City staff.
- f) The City reserves the right to terminate the contract if the contractor is unable to perform satisfactorily or there are continuing problems with the contractor personnel or contractor equipment.

3. Indemnification

- a) To the extent permitted by law; the City shall indemnify and hold harmless, Contractor from and against claims, losses, actions, damages (including direct, liquidated, consequential, incidental, punitive or all other damages), expenses, and other liabilities, including but not limited to costs, attorney fees, and expenses resulting from the City willfully furnishing incorrect or misleading records to the Contractor for the purpose of locating any designated un-locatable* infrastructure by the Contractor to the extent said claims, losses, actions, damages, expenses and all other liabilities and attorney's fees are cause or occasioned by said incorrect, inaccurate or misleading records of the City. The Contractor shall immediately notify the City of any infrastructure it deems un-locatable.

(*) Un-locatable infrastructure is not locatable by industry standard locating processes

- b) To the extent permitted by law; the Contractor shall save and hold harmless the City from and indemnify it against all claims, actions, demands, liens, fees, and expenses on account thereof, for injury or damage to any person or property whatsoever, including death, which may arise or result from the negligent performance by the Contractor. In the case of concurring fault by contractor and/or other party, including the utility, each party shall bear its share of the loss, including attorney's fees and other related costs. If any person or entity threatens to sue, makes a written or oral demand or claim, sues or initiates any legal proceeding against the City on account

of any provision of this indemnity agreement, then the City shall immediately notify the Contractor of such pending or threatened litigation and such notification shall be made by the City no later than thirty (30) days after the City learns of said pending litigation, lawsuit, claim or demand. The notice to the Contractor by the City shall be made in writing and mailed to the Contractor's address. The Contractor or its insurance carrier shall have the right to defend such proceeding by hiring legal representative selected and chosen by the Contractor or its insurance carrier and the Contractor and its insurance carrier shall have the right to negotiate settlement of said claim or alleged claim.

4. **Term of Contract**

The proposed term of the contract to perform underground utility locating and marking services for the City's underground electric, fiber optic, sewer, and water infrastructure shall be for two years (2016 -2017) with an option for the City to renew if for two (2) more years in one (1) year increments.

5. **Payment**

Contractor shall render invoices to City on a monthly basis and invoiced at the unit rates for work listed in the proposal. Examples of non-compensable work:

- Requestor work is done before arrival of contractor
- Cancellations received before locate is performed
- Requestor "no-show" for meeting
- Bad address
- Duplicate request
- Not allowed on property
- Conversation only
- Travel time
- Supervision, training or additional Contractor personnel onsite

6. **Insurance Requirements:**

The firm shall be required to provide the following limits of liability for insurance coverage shall for not less than the following

Workers' Compensation:

State:	Statutory
Applicable Federal (e.g., Longshoreman's):	Statutory
Employer's Liability:	\$ 1,000,000

Contractor's General Liability shall be written on the most current ISO CG 00 01 or equivalent form and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate (on a per project basis) \$ 2,000,000
- b. Products – Completed Operations Aggregate \$ 2,000,000
- c. Personal and Advertising Injury \$ 1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000
- e. Property Damage liability insurance will provide
Explosion, Collapse, and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability

General Aggregate \$ 5,000,000

Each Occurrence \$ 5,000,000

Automobile Liability:

- g. Combined Single Limit of \$ 1,000,000

Contractual Liability coverage as provided in the most current CG 00 01 or equivalent form. Policy shall be free of any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01.

All proposals should include the following information:

1. **Previous Experience:** Contractor must submit at least five (5) references for utility locating services done in the past two (2) years.
2. **Cost:** Contractor shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above. Failure to provide a price for any line item in the proposal may result in the rejection of the submitted proposal.

Sealed proposals marked “**Underground Locating Services Proposal**” 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 than 2 p.m. on Friday, January 29, 2016.

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 the City.

If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS



Scott Thoresen, P.E.
Director of Public Works

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to perform underground utility locating and marking services for the City's underground electric, fiber optic, traffic signals, sanitary sewer, storm sewer, and water infrastructure.

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 to perform underground utility locating and marking services for the City's underground electric, fiber optic, traffic signals, sanitary sewer, storm sewer, and water infrastructure.

2016 City of De Pere Underground Utility Locating Services Proposal

YEAR 2016	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	8.00	8.00	42.00	Not Applicable
SANITARY SEWER	4.00	4.00	42.00	Not Applicable
STORM SEWER	4.00	4.00	42.00	Not Applicable
ELECTRIC	24.00	.10	42.00	Not Applicable
TRAFFIC SIGNAL	24.00	.10	42.00	Not Applicable
FIBER OPTIC	24.00	.75	42.00	42.00

**City may assign the successful contractor to perform an "excavation watch" or "watch dog" service for excavation deemed to threaten its fiber optic infrastructure

YEAR 2017	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	8.25	8.25	42.50	Not Applicable
SANITARY SEWER	4.25	4.25	42.50	Not Applicable
STORM SEWER	4.25	4.25	42.50	Not Applicable
ELECTRIC	24.25	.10	42.50	Not Applicable
TRAFFIC SIGNAL	24.25	.10	42.50	Not Applicable
FIBER OPTIC	24.25	.75	42.50	42.50

**City may assign the successful contractor to perform an "excavation watch" or "watch dog" service for excavation deemed to threaten its fiber optic infrastructure

YEAR 2018	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	8.35	8.35	43.00	Not Applicable
SANITARY SEWER	4.35	4.35	43.00	Not Applicable
STORM SEWER	4.35	4.35	43.00	Not Applicable
ELECTRIC	24.35	.10	43.00	Not Applicable
TRAFFIC SIGNAL	24.35	.10	43.00	Not Applicable
FIBER OPTIC	24.35	.75	43.00	43.00

**City may assign the successful contractor to perform an "excavation watch" or "watch dog" service for excavation deemed to threaten its fiber optic infrastructure

YEAR 2019	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	8.45	8.45	43.50	Not Applicable
SANITARY SEWER	4.45	4.45	43.50	Not Applicable
STORM SEWER	4.45	4.45	43.50	Not Applicable
ELECTRIC	24.45	.10	43.50	Not Applicable
TRAFFIC SIGNAL	24.45	.10	43.50	Not Applicable
FIBER OPTIC	24.45	.75	43.50	43.50

**City may assign the successful contractor to perform an "excavation watch" or "watch dog" service for excavation deemed to threaten its fiber optic infrastructure

Excel Underground, LLC
Name of Firm

14 Strawberry Lane, Appleton, WI 54915
Address of Firm

920-574-2924
Telephone Number

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

representative of: Excel Underground, 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.

Raymond Rock
Signature of Bidder

1/28/2016
Date

Raymond Rock
Print or Type Name of Bidder

Owner
Title

Personnel Required

Contractor must provide (3) contact persons that can be reached in the event of an emergency or to schedule work. Contractor shall provide an updated list as necessary, or as requested by City. List (3) contacts below:

<u>Name</u>	<u>Title</u>	<u>Phone Number</u>
1. After Hours Emergency Number		920-968-7860
2. Raymond Rock	Owner	920-205-4678
3. Jacklyn Rock	Owner	920-858-9910

List of Subcontractors

Contractor must provide a list of all subcontractors that may be used during the duration of the contract.

Subcontractor

Work Classification

1. N/A
2. _____
3. _____

Performance Bond

The City of De Pere may require that the successful Contractor for this proposal to provide a performance bond as part of the Contract.

If you are the successful Contractor for this proposal, are you willing to execute a performance bond in the amount of \$50,000, which approximates the annual contract value?

☒ YES

☐ NO

Additional Cost to City, if any, for the Performance Bond

\$ This would increase
each of my quoted rates by
• 10 each

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

MEETING DATE: February 17, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-18, Authorizing Amendment to Agreement
Regarding the Sale and Purchase of Certain Property Between the
City of De Pere and JDL3 Properties, LLC.

ATTACHMENTS:

- Reso16-18 (DOCX)
- JDL3 - Amendment 2-16-176-002-15 (PDF)
- JDL3 Properties Development Agreement (PDF)
- Mayor & F-P - JDL3 extension 2-1-16-176-002-15 (PDF)

RESOLUTION #16-18

AUTHORIZING AMENDMENT TO AGREEMENT REGARDING THE SALE
AND PURCHASE OF CERTAIN PROPERTY BETWEEN
THE CITY OF DE PERE, AND JDL3 PROPERTIES, LLC

WHEREAS, the City and JLD3 Properties, LLC are parties to an Agreement regarding the sale and purchase of nine acres of property in the City's Southbridge Business Park; and

WHEREAS, JDL3 Properties, LLC wishes to extend the inspection period in the Agreement an additional six months to August 31, 2016; and

WHEREAS, the extension of the inspection period will extend the date the guaranteed value is warranted from January 1, 2017 to January 1, 2018; and

WHEREAS, the Finance/Personnel Committee has reviewed such matter and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and JDL3 Properties, LLC 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 17th day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-18 (4414 : Resolution #16-18, Amendment to JDL3 Agreement)

**AMENDMENT TO AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN PROPERTY BETWEEN
THE CITY OF DE PERE AND JDL3 PROPERTIES, LLC**

This Amendment is entered into this ____ day of _____, 2016, with respect to that certain Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and JDL3 Properties, LLC, dated November 30, 2015 ("Agreement"), which Agreement was entered into between the City of De Pere and JDL3 Properties, LLC and which Agreement is incorporated herein by reference.

1. Article II, Section B.1 (Inspection Period) is hereby amended to state the "Inspection Period" is extended to August 31, 2016.
2. Article V, Section B (Guarantee of Value) is hereby amended to state that the date upon which the guarantee of value is warranted is January 1, 2018.
3. Terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. In the event of any inconsistency between the terms of this Amendment and the Agreement, this Amendment shall control. All other terms, covenants and conditions contained in the Agreement shall remain in full force and effect.
4. This Amendment may be executed in any number of counterparts, all of which together shall constitute a single Amendment. Facsimile and email (pdf. format) signatures shall be accepted by the parties and shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date and year first written above.

JDL3 PROPERTIES, LLC

By:

James D. Livermore, Member

STATE OF WISCONSIN)

: SS

BROWN COUNTY)

This instrument was acknowledged before me on the ____ day of _____, 2016, by James D. Livermore, Member of JDL3 Properties, LLC.

Notary Public, State of Wisconsin

My commission expires on _____.

Attachment: JDL3 - Amendment 2-16-176-002-15 (4414 : Resolution #16-18, Amendment to JDL3 Agreement)

CITY OF DE PERE

By:

STATE OF WISCONSIN)

: SS

BROWN COUNTY)

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

This instrument was acknowledged before me
on the _____ day of _____, 2016,
by Michael J. Walsh, Mayor and Shana D.
Ledvina, Clerk-Treasurer of the City of De
Pere.

Notary Public, State of Wisconsin

My commission expires on _____.

Drafted by: Judith Schmidt-Lehman

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Attachment: JDL3 - Amendment 2-16-176-002-15 (4414 : Resolution #16-18, Amendment to JDL3 Agreement)

**AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND JDL3 PROPERTIES, LLC**

THIS AGREEMENT, made and entered into this 30th day of November, 2015,
by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and JDL3
Properties, LLC, a Wisconsin limited liability company (“Developer”).

RECITATIONS

WHEREAS, City owns certain property within its corporate limits known as the
Southbridge Business Park, and wishes to develop a portion of this Business Park; and

WHEREAS, Developer desires to enter into an agreement to purchase a 9.0 acre parcel
for the purpose of constructing an approximate 51,000 square foot production facility
(“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District
No. 6 (the “District”) and adopted a Project Plan (the “Project Plan”) for the District
authorizing the expenditure of funds within the District; and

WHEREAS, Developer’s intended Development Project is consistent with the Project
Plan and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent
upon the City’s providing financial and other assistance to Developer on the terms set forth in
this Agreement; and

WHEREAS, City desires to provide such financial assistance and to promote this
Development Project.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and
promises contained herein and other good and valuable consideration, the receipt of which is

acknowledged, the undersigned hereby agree as follows:

I. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the 9.0 acre parcel of real estate shown as Lot 1 on the Certified Survey Map (CSM), which is attached hereto as Exhibit A and legally described as follows:

Lot 1 of Volume _____ Certified Survey Maps, page _____, Brown County Map No. _____, West side of Fox River, City of De Pere, Brown County, Wisconsin.

Such parcel is identified on Exhibit A and is defined herein as the "Fee Parcel."

A. Purchase Price. The purchase price for the Fee Parcel shall be Thirty-Five Thousand and no/100 dollars (\$35,000) per acre, for a total purchase price of Three Hundred Fifteen Thousand and no/100 Dollars (\$315,000).

B. Municipal Improvements and Utilities. The purchase price for the Fee Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water. Developer shall, at its sole cost, be responsible for the following private utility improvements: electric service, natural gas and telecommunication services. All of such improvements and utilities shall be available from and located in and along the entire length of the City right-of-way and applicable utilities easements along American Boulevard. The purchase price, however, is not intended to and does not cover extension of municipal improvements from their location in City right-of-way to the buildings and improvements to be constructed on the Fee Parcel.

C. Security Interest in Fee Parcel. As security for Substantial Completion (as defined below) of the Development Project, Developer shall execute a mortgage (utilizing State Bar of Wisconsin Form 21-2003) in the amount of Three

Hundred Eighty-one Thousand Dollars (\$381,000.00) in favor of City at the closing on the Fee Parcel ("City Mortgage"). The City agrees that (i) the City Mortgage shall be in a security position subordinate only to a mortgage lien in favor of Developer's primary lender and (ii) that City shall execute any such subordination or intercreditor documents as may be reasonably required by Developer's lender. The City shall release the City Mortgage upon Substantial Completion of the Development Project.

D. Earnest Money. Developer shall forward to City earnest money in the amount of \$500 within ten (10) days of the execution of this Agreement. Such earnest money shall be credited against the purchase price upon closing on the Fee Parcel. Should the Fee Parcel sale fail to close for reasons not attributable to the City, the earnest money shall be forfeited to City.

II. CLOSING PROCEDURE. Closing shall take place within thirty (30) days after the expiration of the Inspection Period at De Pere City Hall unless the parties otherwise agree in writing. The following constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Fee Parcel, each of which must be satisfied, or waived in writing by Developer, prior to closing:

A. Certified Survey Map of Fee Parcel. City shall, at its own expense, have a certified survey map ("CSM") of the Fee Parcel prepared by a certified surveyor. The proposed CSM shall be provided to Developer no later than ten (10) days following execution of this Agreement and shall be subject to Developer's approval prior to recording the same with the Brown County Register of Deeds, which approval shall not be unreasonably withheld.

B. Inspection Period.

1. Developer shall have ninety (90) days from the date this Agreement is executed to perform such due diligence, including, but not limited to, tests and investigation regarding the Fee Parcel as necessary to confirm the feasibility of the Development Project and the environmental condition of the Fee Parcel and the existence of any hazardous substances or materials, review of condition of title to the Fee Parcel as evidenced by the title commitment, review of the CSM and ALTA Survey, develop and prepare final plans and specifications for the Development Project, obtain final construction pricing based upon the final plans and specifications, secure and document a construction loan for the Development Project, and secure and document equity commitments for the Development Project, as applicable. City shall permit Developer access to the Fee Parcel prior to closing at no cost to Developer for the purpose of such site examinations, testings and investigations as deemed necessary by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above referenced persons, occasioned as a result of Developer's site examination and testing activities as contemplated by this Section. The hold harmless provision of this Section is intended to include all costs of defense, including reasonable attorney fees.

2. Notwithstanding anything contained in this Agreement to the contrary, if the Developer determines, that, (a) the Fee Parcel, or any portion

thereof, is not satisfactory to Developer, (b) any of the due diligence items detailed in Section II(B)(i) above, are not completed to the satisfaction of Developer or (c) any of the contingencies contained in this Agreement are not satisfied or waived by Developer, as determined by Developer; then Developer may terminate this Agreement upon written notice given to City on or prior to the date of expiration of the Inspection Period and the earnest money shall be retained by the City. Developer and City hereby each waive any and all rights to challenge the enforceability of this Agreement on the basis that any of the conditions and contingencies set forth herein are illusory.

C. Evidence of Title/Title Defects. The City shall at its own expense, provide title insurance for the Fee Parcel to be conveyed and shall forward a copy of the commitment of such title insurance to Developer within ten (10) days following the execution of this Agreement. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by Chicago Title Insurance Company with an extended coverage and gap endorsement showing title to the Fee Parcel to be marketable and free and clear of all liens and encumbrances. City shall, at its cost and expense, satisfy and/or delete all standard title insurance exceptions to such title insurance policy. If Developer gives City notice of any title defects prior to the closing, which are not acceptable to Developer or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option, and in the event this Agreement is terminated, then the earnest money shall be

immediately returned to Developer.

D. Financing. Developer shall have obtained a loan commitment from a lender on such terms and conditions acceptable to Developer, in its sole discretion, and Developer shall present to City, prior to the transfer of the Fee Parcel hereunder, such loan commitment or such other commitment as may be acceptable to the City and the Redevelopment Authority ("RDA") to finance the Development Project.

E. Approval of Plans. The City Plan Commission shall have approved all plans and specifications for the Development Project, including, but not limited to, the Site Plan (as defined below).

F. Permits and Approvals. Developer shall have obtained all necessary licenses, permits, certifications and approvals (state, federal, county, municipal or otherwise) required in connection with the Development Project.

G. Environmental. The Developer shall, at its own expense, obtain, a current Phase I environmental audit of the Fee Parcel by an environmental engineer satisfactory to Developer, which audit shall indicate that no hazardous condition, material or substance, recognized environmental conditions or any other condition, whether material or immaterial, (i) exist on, in or with respect to the Fee Parcel, or any real estate adjacent to the Fee Parcel, or (ii) impair, interfere or negatively impacts the Development Project, as determined by the Developer. If such Phase I environmental report indicates that a Phase II investigation is necessary to ascertain or confirm whether a hazardous material, condition, substance or recognized environmental condition exists on, in or with respect to the Fee Parcel, Developer may, at the Developer's own expense, perform such Phase II investigation, and the Inspection Period and the closing

of the purchase of the Fee Parcel shall be extended an additional sixty (60) days from the date Developer received the Phase I environmental report. The Phase II investigation report, and the Developer's obligations under this Agreement, shall be subject to and contingent upon Developer's review and approval of such Phase II investigation report, in its sole discretion.

For purposes hereof, a hazardous material, condition or substance, recognized environmental condition or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of underground or aboveground storage tanks, petroleum products or similar substances.

H. Soil and Topographic Conditions. Developer shall have obtained (i) written confirmation from a recognized and qualified soil and engineering firm selected by Developer, that the soil and subsoil conditions of the Fee Parcel are sufficient and suitable, as determined by Developer, in its sole discretion, to permit the construction of the Development Project, and (ii) soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer.

I. Closing Costs. City shall pay all closing costs usually and customarily paid by a seller in transactions similar to the transaction contemplated by this Agreement, including, without limitation, the cost of the title insurance as

provided herein.

J. Conveyance of Title. City shall convey good title to the Fee Parcel to Developer by warranty deed as of the date of closing, free and clear of all liens and encumbrances, except the following:

1. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the Fee Parcel and the Development Project, as determined by Developer in its sole discretion.
2. Easements of record, provided the same do not restrict or interfere with the intended use of the Fee Parcel and the Development Project, as determined by Developer in its sole discretion.
3. Obligations contained in this Agreement.

III. CITY WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Audit of the Fee Parcel, dated September 28, 2006, prepared by Robert E. Lee & Associates, Inc. The City represents that at the time of purchase of the Fee Parcel and the adjacent real estate it made reasonable inquiries into the use of the Fee Parcel and was informed that during the time of the City's predecessors-in-interest's ownership of the Fee Parcel, the Fee Parcel was used as farm land only. Based on the results of those inquiries and information supplied to date, City represents and warrants as follows:

1. **Past Use of Fee Parcel.** To the best of its knowledge, the Fee Parcel was used as farm land only and no portion of the Fee Parcel has ever been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. Release of Hazardous Substances. To the best of its knowledge, the City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the Fee Parcel subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action that may make the Developer liable in tort under common law, public, or private nuisance action.

3. Threatened or Pending Environmental Litigation. No portion of the Fee Parcel is the subject of threatened or pending investigation or lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any manner of circumstances subject to regulation

pursuant to any statute, ordinances, or regulations.

4. Compliance with federal, state, or local environmental

laws. The current use of the Fee Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

B. Flood plain or wetlands. The City represents that it has not undertaken and under this Agreement is not obligated to undertake a wetland delineation study of the Fee Parcel.

C. Zoning. The City represents and warrants that the current zoning classification for the Fee Parcel is Industrial Business 2 (I-B-2).

D. Provisions to Survive Closing. The representations and warranties provided in Paragraphs A, B and C of this Section shall survive the closing of this transaction.

IV. CITY OBLIGATIONS

A. The City agrees to defray the costs of the Development Project by making project grants (collectively, the “Project Grants” and individually a “Project Grant”) to Developer. The aggregate amount of the Project Grants to be paid to Developer shall be \$381,000 and such Project Grants shall be paid to Developer on the following schedule:

1. Project Grant #1: \$90,000 discount of purchase price
2. Project Grant #2: \$225,000 at closing of the purchase of the Fee Parcel
3. Project Grant #3: \$66,000 upon issuance of the Certificate of Occupancy for the building issued by the Building Inspection Department

B. The aggregate amount of the Project Grants is premised upon the completed Development Project and Fee Parcel having an aggregate assessed value for real property tax purposes of not less than \$3.0 million as of January 1, 2017. If the assessed value of the Development Project and Fee Parcel as of that date is less than stated above, Developer and its successors and assigns, agree to make the Deficit Payment (as defined below) to City as provided in Article V, Section B below.

C. The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Development Project, as well as all applications related to any revolving loan fund loans requested by Developer from the City and/or Brown County.

D. The City and Developer agree to negotiate any future TID incentive under TID No. 12 that Developer may request with respect to any future expansion of the improvements to be made to the Fee Parcel.

V. DEVELOPER OBLIGATIONS

A. Construction

1. Site Plan. Developer shall submit a site plan ("Site Plan"), including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon, which may be reasonably required by City. Said Site Plan shall be submitted to City by the second (2nd) Monday of the month prior to closing. Approval and review of the

Site Plan shall be based on the City's Planning and Development Standards for the Business Park and may be subject to additional reasonable conditions imposed at the reasonable discretion of the City. The City and its representative departments and staff shall promptly review the Site Plan and not unreasonably delay, withhold or condition approval of the Site Plan. The parties agree and understand that time is of the essence as to the approval of the Site Plan. If the obligations of the Developer contained in this Paragraph are not complied with, the City may proceed as provided in Paragraph 3, below.

2. Developer to Substantially Improve. Developer shall commence construction within ninety (90) days after the date of closing on the purchase of the Fee Parcel. "Commence construction" as used in this Agreement means Developer's and/or Developer's contractor's mobilization of equipment to the Fee Parcel and visible commencement of work on the Fee Parcel. Within twelve (12) months after the date of closing on the purchase of the Fee Parcel, Developer shall Substantially Complete (as defined below) the Development Project materially in accordance with the Site Plan submitted to the City, as such Site Plan may be subsequently amended and approved; provided, however, if such Site Plan is amended and approved subsequent to initial approval by the City, then the time period for Substantial Completion shall be extended an amount of time commensurate with the time required to obtain the subsequent approval from the City. "Substantial Completion" as used in this Agreement shall mean that Developer has sufficiently completed the Development Project such that a Certificate of Occupancy has been issued

by the City Building Inspector.

3. Failure to Submit Site Plan. If, in the reasonable discretion of City, Developer has not complied with the provisions of Paragraph 1 above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory Site Plan, City may terminate this Agreement by written notice thereof to Developer and, in the event of such termination the earnest money shall be retained by the City.

4. Failure to Commence Construction. If Developer fails to commence construction (as defined in Article V, Section A(2) above) of the Development Project within ninety (90) days after the date of closing on the purchase of the Fee Parcel, then City may, upon prior written notice to the Developer, repurchase the Fee Parcel for the price actually paid by Developer for the Fee Parcel, less any real property taxes due or liens or judgments of record. If Developer commences construction (as defined in Article V, Section A(2) above) of the Fee Parcel within the timeframe as required above, the City's repurchase right shall immediately terminate.

5. Repurchase Closing. Closing for any repurchase as contemplated in Article V, Section A, Paragraph 4, above, shall occur not less than thirty (30) days from the date of the notice referred to therein, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all

encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

6. Return of Project Grants. If Developer fails to attain Substantial Completion of the Development Project by the deadline required under this Agreement, City shall be entitled to return of the Project Grants received by Developer. Developer shall return all sums received as Project Grant, within thirty (30) days of City's written demand. Upon repayment in full of the Project Grants received by Developer the obligations found in Article V, Section B and Article V, Section D shall become null and void.

7. Force Majeure. If Developer is delayed in (a) submitting the Site Plan and receiving approval from the City, (b) commencement of construction or (c) attaining Substantial Completion, as required in this Agreement and as referred to in this Article V, due to circumstances beyond the reasonable control of Developer, including, but not limited to, Acts of God, or forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, strikes, embargoes, unavailable materials, breach of contract by contractors or subcontractors, and unusually severe weather delays, then the termination right in favor of City (as described in Article V, Section 3 above), the repurchase right of the City (as described in Article V, Section 4 above) and the obligation to return the Project Grants (as described in Article V, Section 4 above) shall be postponed by an amount of time commensurate with the period of such delay.

B. Guarantee of Value. Developer warrants that as of January 1, 2017, the value of the Development Project and the Fee Parcel shall not be less than \$3.0 million (the “Guaranteed Value”). Developer, for itself, its successors and assigns, agrees that should the assessed value of the Fee Parcel and the Development Project as of January 1, 2017, be less than the Guaranteed Value, it will make a Deficit Payment to City (the “Deficit Payment”) equal to the difference in taxes to be collected due to the shortfall in the Guaranteed Value. Such Deficit Payment shall be determined as follows:

1. The amount of the Deficit Payment shall be determined by subtracting the assessed value from the Guaranteed Value. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for that tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it was due.

2. If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the Fee Parcel as a special charge under Wis. Stats. §66.0627.

C. Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District (which is statutorily expected to close as of December 31, 2020) to appeal the assessed value of the Development Project and Fee Parcel; provided said assessed value is equal to or less than the Guaranteed Value.

D. For the duration of the statutory life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Fee Parcel to any entity, whereby

such sale or lease would cause any portion of the Fee Parcel to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Fee Parcel during the duration of this Agreement prohibiting any use of the Fee Parcel during the term of this Agreement, which would cause the Fee Parcel or any portion thereof to become tax exempt. Should the Development Project and Fee Parcel nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that payment in lieu of tax shall then be made by the owner of the Fee Parcel in accordance with Article V, Section B above.

VI. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has thirty (30) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity; provided, however, in the event a party is pursuing a cure but the cure cannot be completed in the cure period provided herein, then it shall not be construed as a default if the party immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in

compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VII. MISCELLANEOUS.

A. Obligations to run with the Fee Parcel. The obligations contained herein shall run with the Fee Parcel and are binding on all subsequent owners of the Fee Parcel as applicable. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Developer may assign this Agreement in its entirety only upon written notice of such assignment to City, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this Agreement are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:

JDL3 Properties, LLC
James D. Livermore
4307 13th Street
Menominee, MI 49858

With copy to:

Attorney David P. Dewick
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 401
Green Bay, WI 54301

2. If to City:

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

With a copy to:

City of De Pere
City Administrator
335 South Broadway Street
De Pere, WI 54115

E. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

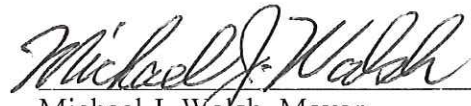
JDL3 PROPERTIES, LLC

By:


James D. Livermore, Member

CITY OF DE PERE

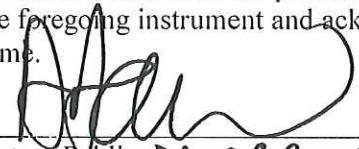
By:


Michael J. Walsh, Mayor


Shana D. Ledvina, Clerk-Treasurer

State of Wisconsin)
: SS
Brown County)

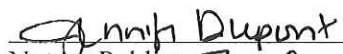
Personally came before me on this 30th day of November, 2015, the above named James D. Livermore, known as the person(s) who executed the foregoing instrument and acknowledge the same.

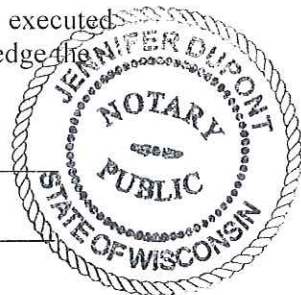

Notary Public: DAVID P. DEMILLE
My Commission expires: is permanent

Drafted by: City of De Pere

State of Wisconsin)
: SS
Brown County)

Personally came before me on this 10th day of November, 2015, the above named Michael J. Walsh, Mayor and Shana D. Ledvina, Clerk-Treasurer, known as the person(s) who executed the foregoing instrument and acknowledge the same.


Notary Public: Jennifer Dupont
My Commission expires: 5/15/16

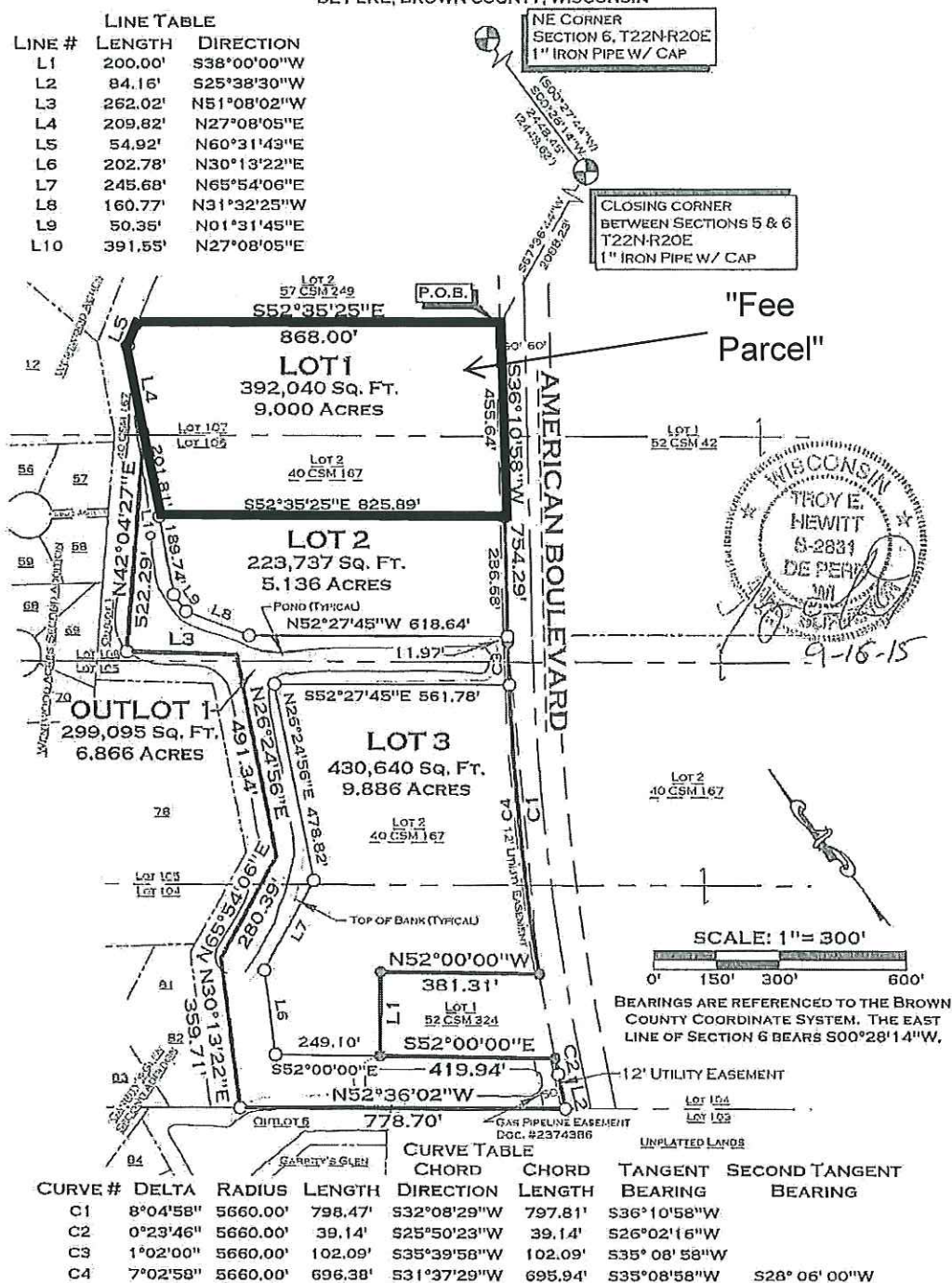


Preliminary

CERTIFIED SURVEY MAP

PART OF LOT 2, VOLUME 40 OF CERTIFIED SURVEY MAPS, PAGE 167, MAP NUMBER 6087, DOCUMENT NUMBER 1740762, BEING PART OF LOTS 104, 105, 106 AND 107 OF WILLIAMS GRANT SUBDIVISION, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	200.00'	S38°00'00"W
L2	84.16'	S25°38'30"W
L3	262.02'	N51°08'02"W
L4	209.82'	N27°08'05"E
L5	54.92'	N60°31'43"E
L6	202.78'	N30°13'22"E
L7	245.68'	N65°54'06"E
L8	160.77'	N31°32'25"W
L9	50.35'	N01°31'45"E
L10	391.55'	N27°08'05"E



CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Finance/Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Judith Schmidt-Lehman, City Attorney
 RE: Request for Extension of Time under Development Agreement – JDL3
 Properties, LLC
 Date: February 1, 2016

In November 2015, the Council authorized an Agreement with JDL3 Properties, LLC for the Sale/Purchase of 9 acres of property along American Boulevard in the Southbridge Business Park. The Agreement called for, among other things, a 90 day “due diligence” period prior to transfer of the property, followed by construction of an approximate 51,000 sq. ft. production facility with a guaranteed value for assessment purposes of \$3 million as of January 1, 2017. Attached is a copy of that Agreement for your convenience.

Due to unexpected circumstances, JDL3 Properties has had to move out of its former facility, resulting in an unanticipated 12 month lease on a replacement facility. JDL3 Properties is therefore requesting a 6 month extension of the due diligence period in order to dovetail the completion of its new facility on American Boulevard with the termination of this new 12 month facility lease.

City staff recommends approval of the extension request. While the extension will move the guaranteed assessment value date to January 1, 2018, TID #6 will be able to cover the resulting reduction in increment.

If you have any questions regarding this prior to the February 9, 2016 meeting, feel free to call Kim at 339-4043 or Judy at 339-4042.

Attachment

H:\jdupont\Memos\2016\Mayor & F-P - JDL3 extension 2-1-16-176-002-15.docx

Attachment: Mayor & F-P - JDL3 extension 2-1-16-176-002-15 (4414 : Resolution #16-18, Amendment to JDL3 Agreement)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Resolution #16-19, Authorizing Third Amendment to Agreement Regarding Option to Purchase Certain Property Between the City of De Pere and Karman Development, LLP.

ATTACHMENTS:

- Reso16-19 (DOCX)
- Third Amendment to Option (Karman) 2-16-136-005-08 (PDF)
- FP Memo Feb 2016 (PDF)
- 2014 2nd Amendment to Karman Option to Purchase - ED-2077-1 (PDF)
- 2010 Amendment to Karman Option to Purchase - ED-2077-1 (PDF)

RESOLUTION #16-19

AUTHORIZING THIRD AMENDMENT TO AGREEMENT REGARDING
OPTION TO PURCHASE CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND KARMAN DEVELOPMENT, LLP

WHEREAS, Karman Development, LLP currently owns an option to purchase real property located adjacent to its facility at 860 O'Keefe Road, in the City's East Industrial Park, 1st Addition, and wishes to extend such option through February 16, 2018 for expansion purposes; and

WHEREAS, the City wishes to promote such development; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Third Amendment to the Agreement Regarding an Option to Purchase Certain Property Between the City of De Pere and Karman Development, LLP 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 17th day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-19 (4415 : Resolution #16-19, Authorizing ED-2077-1 Option Extension)

**THIRD AMENDMENT TO AGREEMENT REGARDING OPTION
TO PURCHASE CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND KARMAN DEVELOPMENT, LLP**

THIS AGREEMENT, made and entered into this _____ day of _____, 2016,
by and between the City of De Pere, a Wisconsin municipal corporation (“City”), and Karman
Development, LLP, a Wisconsin Limited Liability Partnership (“Developer”).

WHEREAS, Developer currently owns an option to purchase real property located
adjacent to its facility at 860 O’Keefe Road, in the City’s East Industrial Park, 1st Addition, and
wishes to extend such option through February 16, 2018 for expansion purposes; and

WHEREAS, the City wishes to promote such development.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein
and other good and valuable consideration, the receipt, value, and sufficiency of which are
hereby acknowledged, it is hereby agreed as follows:

1. The Agreement Regarding Option to Purchase Certain Property Between the City
of De Pere and Karman Development, LLP, dated February 16, 2009, as amended
February 26, 2010 and June 4, 2014 (“the Agreement”), is hereby amended as
follows:
 - A. The Option granted by City to Developer is extended by an additional two
(2) years and shall expire on February 16, 2018.
 - B. The option fee of \$1,000/year (\$500/yr/acre) shall remain the same.
 - C. All other terms and conditions of the Agreement remain unchanged and
unaffected by this Amendment.
2. This Amendment comprises the entire Agreement of the Parties. No changes to
the terms herein are effective except in writing, signed by the parties.

**SECOND AMENDMENT TO AGREEMENT REGARDING OPTION
TO PURCHASE CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND KARMAN DEVELOPMENT, LLP**

THIS AGREEMENT, made and entered into this 4th day of June, 2014,
by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Karman
Development, LLP, a Wisconsin Limited Liability Partnership ("Developer").

WHEREAS, Developer currently owns an option to purchase real property located
adjacent to its facility at 860 O'Keefe Road, in the City's East Industrial Park, 1st Addition, and
wishes to extend such option through February 16, 2016 for expansion purposes; and

WHEREAS, the City wishes to promote such development.

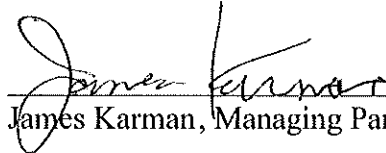
NOW THEREFORE, for and in consideration of the mutual covenants contained herein
and other good and valuable consideration, the receipt, value, and sufficiency of which are
hereby acknowledged, it is hereby agreed as follows:

1. The Agreement Regarding Option to Purchase Certain Property Between the City
of De Pere and Karman Development, LLP, dated February 16, 2009, as amended
February 26, 2010 ("the Agreement"), is hereby amended as follows:
 - A. The Option granted by City to Developer is extended by an additional two
(2) years and shall expire on February 16, 2016.
 - B. The option fee of \$1,000/year (\$500/yr/acre) shall remain the same.
 - C. All other terms and conditions of the Agreement remain unchanged and
unaffected by this Amendment.
2. This Amendment comprises the entire Agreement of the Parties. No changes to
the terms herein are effective except in writing, signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Agreement to be executed as of the day and date first above written.

KARMAN DEVELOPMENT, LLP

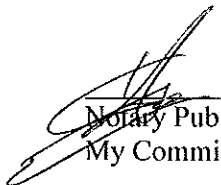
By:


James Karman, Managing Partner



STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

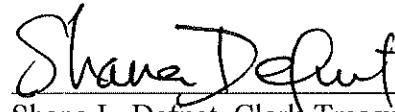
Personally came before me this 3rd
day of June, 2014, the above
named James Karman, known
as the person who executed the
foregoing instrument and acknowledge
the same.


SERGEI KLIMOV
Notary Public
My Commission Expires: 12/04/2016.

CITY OF DE PERE

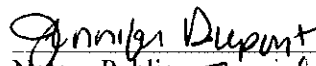
By:

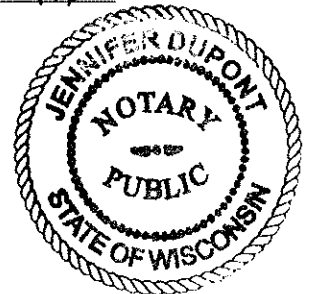

Michael J. Walsh, Mayor


Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

Personally came before me this 4th
day of June, 2014, the above
named: Michael J. Walsh, Mayor and
Shana L. Defnet, Clerk-Treasurer,
known as the persons who executed the
foregoing instrument and acknowledge
the same.


Jennifer Dupont
Notary Public
My Commission Expires: 5/15/16



Drafted by: Judith Schmidt-Lehman

H:\jdupont\Agreements\2014\2nd Amendment to Option (Karman) 5-14-136-005-08.docx

**AMENDMENT TO AGREEMENT REGARDING OPTION TO PURCHASE
CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE
AND KARMAN DEVELOPMENT, LLP**

THIS AGREEMENT, made and entered into this 26th day of February, 2010, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Karman Development, LLP, a Wisconsin Limited Liability Partnership ("Developer").

WHEREAS, Developer currently owns an option to purchase real property located adjacent to its facility at 860 O'Keefe Road, in the City's East Industrial Park, 1st Addition, and wishes to extend such option through February 16, 2014 for expansion purposes; and

WHEREAS, the City wishes to promote such development.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, value, and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The Agreement Regarding Option to Purchase Certain Property Between the City of De Pere and Karman Development, LLP, attached and incorporated as Exhibit 1, is hereby amended as follows:
 - A. The Option granted by City to Developer shall expire on February 16, 2014, unless exercised or forfeited by Developer sooner as provided in Exhibit 1.
 - B. The option fee of \$1,000/year (\$500/yr/acre) shall remain the same.
 - C. All other terms and conditions of the Agreement (Exhibit 1) remain unchanged and unaffected by this Amendment.
2. This Amendment comprises the entire Agreement of the Parties. No change to the terms herein are effective except in writing, signed by the parties.

Karman Development, LLP
 Amendment to Option to Purchase
 Page 2 of 2

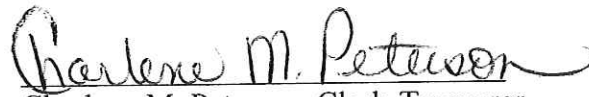
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to
 Agreement to be executed as of the day and date first above written.

KARMAN DEVELOPMENT, LLP
 By:


 James Karman
 Title: PRESIDENT

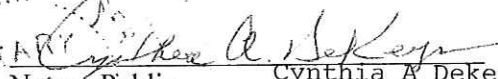
CITY OF DE PERE


 Michael J. Walsh, Mayor


 Charlene M. Peterson, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

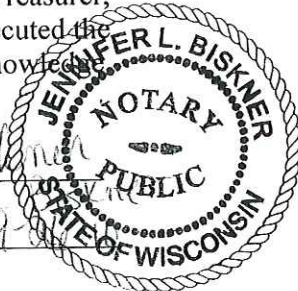
Personally came before me this 26th
 day of February, 2010, the above
 named James Karman known
 as the person who executed the
 foregoing instrument and acknowledge
 the same.


 Notary Public Cynthia A. DeKeyser
 My Commission Expires: 4/13/11

STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

Personally came before me this 1st
 day of March, 2010, the above
 named: Michael J. Walsh, Mayor and
 Charlene M. Peterson, Clerk-Treasurer,
 known as the persons who executed the
 foregoing instrument and acknowledge
 the same.


 Notary Public Jennifer L. Biskner
 My Commission Expires: 9-1-11



Drafted by: Judith Schmidt-Lehman

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**AGREEMENT REGARDING AN OPTION TO PURCHASE
CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE
AND KARMAN DEVELOPMENT, LLP**

THIS AGREEMENT, made and entered into this 16th day of February, 2009, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Karman Development, LLP, a Wisconsin Limited Liability Partnership ("Developer").

WHEREAS, Developer currently owns real property located at 860 O'Keefe Road, in the City's East Industrial Park, 1st Addition, and wishes to obtain a 3-year option to purchase an adjacent 2.0 acre parcel for expansion purposes; and

WHEREAS, the City wishes to promote such development.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, value, and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I. OPTION TO PURCHASE

- A. In consideration of and contingent upon, the annual payment of \$1,000.00 (\$500 per year per acre) commencing the date of this Agreement and payable on or before the anniversary thereof for the following two years, City grants Developer a thirty-six (36) month option to purchase the 2.0 acre parcel (ED-2077-1) in the East Industrial Park, 1st Addition, noted as the "Option Parcel" on Exhibit A, attached hereto and incorporated by reference. The option parcel is legally described as:

Lot 2, Volume 40 CSM page 67, Brown County Map No. 6049, being part of Lots 13 & 14, East Side Industrial Park, 1st Addition.

Developer shall also reimburse City costs earlier incurred in the amount of \$650 by City for commissioning a plat of survey for an 11,860 sq. ft. parcel of land for purchase by Developer. While this Agreement supersedes Developer's request to purchase such other parcel, Developer acknowledges its responsibility to reimburse City for such costs and further agrees to do so contemporaneously with the execution of this Agreement.

- B. Option Period. During the thirty-six (36) month option period, Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest in the Option Parcel to any other person or entity without the written consent or waiver of Developer. It is specifically understood that any rights to the Option Parcel are contingent upon Developer's timely payment of the above referenced option fee.
- C. Failure to Pay Annual Option Fee. If Developer fails to make timely payment of any option fee, City shall be released of all obligations in regard to Developer and the Option Parcel and City may market and convey such Option Parcel without any notice or consent of Developer.
- D. Exercise of Option. Upon service of written notice of the exercise of such option to City, the parties shall set a mutually agreeable

Karman Development, LLP
Option to Purchase
Page 3 of 15

date for closing, which shall be not more than sixty (60) days from the date of such notice. The terms and conditions, warranties and representations, and indemnifications of such transaction area as provided below.

II. PURCHASE

- A. Purchase Price. The purchase price for Parcel ED-2077-1 shall be \$25,000 per acre for a purchase price of \$50,000, less earnest money in the sum of \$300 and all option fees paid on or attributable to the Option Parcel.
- B. Extension of Utilities. The City warrants that water, sanitary sewer, storm sewer, gas, electricity, and phone service are located at accessible points in Enterprise Drive. The purchase price includes all costs associated with their initial installation in the right of way. However, the purchase price herein is not intended to include the cost of extension of said utilities from their right of way locations onto Parcel ED-2077-1.

III. CLOSING PROCEDURE

- A. Time and Place. Closing shall take place at a mutually convenient time and location, to be completed not less than 60 days after the exercise of the option.
- B. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such insurance to Developer

seven (7) days before closing. The commitment shall be for an owner's policy of title insurance in an amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin. If Developer gives City notice of any title defects prior to closing which are not acceptable, City shall use its best efforts to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule closing at its option.

- C. Closing Costs. City shall pay all closing costs usually and customarily paid by seller of property, including the cost of title insurance required herein.
- D. Conveyance of Title. City shall convey good and merchantable title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of all liens and encumbrances, except the following:
- i. Municipal and zoning ordinances.
 - ii. Easements of record provided that the same do not interfere with Developer's intended use of the Parcel purchased.

IV. ENVIRONMENTAL CONDITION OF PROPERTY

- A. Representations of City. With respect to the Option Parcel, City warrants and represents that City has not violated, is not violating, and has not been threatened with or received notice or charge

asserting any violation of the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Responsibility cleanup and Liability Act of 1980 ("CERCLA"), the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including the rules and regulations thereon regulating or otherwise affecting the environment ("Environmental Laws") as the same may have been amended prior to the date hereof. No asbestos, formaldehyde, or polychlorinated biphenyl is present at or under the Option Parcel.

- B. Disposal of Substances. City has not disposed of any substances in any manner on the real estate which may form the basis for any present or future claim based upon current environmental laws or any demand or action seeking the cleanup of any site, location, or body of water, surface or subsurface, under any environmental laws which may subject City or Developer and/or the real estate to claim for damages.
- C. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the Option Parcel. City has not used the Option Parcel as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact

the value of the Option Parcel nor does City have any reason to believe that any third party has so used the Option Parcel.

- D. Above or Underground Storage Tanks. No above or underground storage tanks containing either a “regulated substance” (as defined in 40 CFR, Section 280.12), or “hazardous waste” (as defined under RCRA) have been installed in the Option Parcel by City or its agents or employees. City does not believe that any such tanks existed on or under the Option Parcel at any time in the past. At no time during City’s ownership or use of the Option Parcel have “hazardous substances” (as defined under CERCLA) or “hazardous waste” (as defined under RCRA), or “petroleum base substances” (as defined in 40 CFR, Section 280.12), been spilled, leaked, discarded or otherwise deposited on any of the Option Parcel. City has no reason to believe that any of the property is contaminated by “regulated substances” (as defined in 40 CFR, Section 280.12) or has “hazardous waste” (as defined in RCRA) originated from off-site sources of such substances.

- E. Indemnification. City shall indemnify and hold harmless Developer, its agents, successors and assigns from all liabilities, losses, causes of action, and expenses (including court costs and reasonable attorney fees related thereto) incurred in connection with or arising out of the falsity of any warranty, representation, covenant, or agreement set forth by City upon proof to a

Karman Development, LLP
Option to Purchase
Page 7 of 15

satisfactory and convincing degree that the representation of City are, in fact, false. This indemnification shall survive the closing on the Option Parcel.

F. Phase I Environmental Assessment. City has made a good faith inquiry into the environmental condition of the Option Parcel, including the procurement of a Phase I Environmental Assessment done by a reputable engineering firm, which assessment has been forwarded to Developer for review. Other than the matters disclosed in the Phase I Environmental Assessment and the representatives of this section, City makes no other representations in regard to the condition of the Option Parcel.

G. Access to Property. City shall permit Developer access to the Option Parcel prior to closing at no cost for the purpose of site inspection analysis, further environmental assessment, or other such preparation as may be deemed reasonable by Developer. Further, Developer has offered to keep and maintain the subject property during the option period at no cost to City. Developer agrees to hold City harmless for any and all injury that may occur to City, its agents or employees, Developer, its agents or employees, or third parties, or any properties or interests of any of the above referenced persons occasioned as a direct result of Developer's activities as contemplated in this section; provided Developer shall not be liable to City for any injury which occurs as

a result of City's negligence or arises out of any condition existing on the property prior to Developer's entry on the property. This hold harmless provision is intended to include all costs of defense, including reasonable attorney fees.

V. POST CLOSING CONTINGENCIES

- A. Site Plan. Unless done sooner, Developer shall, within six (6) months of closing on the Option Parcel, submit to City a site plan (the "Site Plan") of Developer's contemplated improvements for the property including all fencing, landscaping, lighting, off-street parking, off-street loading, building design, improvement layout (site drainage, utilities, soil erosion, etc.), accessory buildings, structures, signage, location of utilities, and exterior building materials for City's Review. Developer shall construct all improvements on the Option Parcel in substantial compliance with the Site Plan and any reasonable conditions imposed at the discretion of Seller at the time of review and approval of the Site Plan.
- B. Developer to Substantially Improve. Developer shall substantially develop the improvements on the Option Parcel in accordance with the Site Plan submitted to the City within one (1) year of closing. Substantial development as used in this Section means the completion of 75% of all required improvements shown on the approved Site Plan in accordance with all requirements of this

Karman Development, LLP
Option to Purchase
Page 9 of 15

Agreement. Substantial development shall be determined at the reasonable discretion of a mutually acceptable third party.

- C. Failure to Substantially Develop. If Developer does not comply with the provisions of Section V, paragraph, (A) and (B), above, City may, by certified mail, inform Developer of such failure. If after six months from the mailing of such notice, Developer has still not substantially developed the Option Parcel in compliance with the Site Plan, City may, without further notice or demand, deem this Agreement materially breached and may seek any remedy available to it pursuant to the terms of this document or otherwise available at law. Such remedies shall include the right of the City to rescind this Agreement and repurchase the Subject Parcel for the total amount of the purchase price less any real property taxes due or liens or judgments recorded or otherwise pertaining to the property. If repurchase is made under this Section, all improvements on the Subject Parcel shall become that of City and Developer shall remain liable and hold City harmless for any lien, claim, or judgment which may arise against the Option Parcel as a result of consequence of Developer's ownership efforts thereon. At the option of City, City may require Developer to remove any partial construction placed on the Option Parcel by Developer, its agents or employees, at Developer's cost. If Developer is delayed from achieving substantial development as

required in this Agreement due to circumstances beyond its reasonable control, including, but not limited to, strikes, acts of God, hurricane, flood, washout, explosion, sabotage, acts of a public enemy, war, riot, blockade, embargo, civil disturbance acts, orders, legislation, regulations, or directions of any governmental or other public authority, or other forces majeure, the rescission and repurchase provisions of this paragraph shall be postponed by the period of such delay.

VI. REPURCHASE CLOSING. Closing for the repurchase of the Option Parcel as contemplated in Section V, paragraph (C), shall occur not more than sixty (60) days after the expiration of the six-month cure period referred to therein unless another time is specifically agreed upon in writing between the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously submitted by Developer, naming City as the owner and shall remove any and all encumbrances not present on the title of the Option Parcel at the time of the original closing. Title shall be conveyed by Warranty Deed to City and Developer shall pay all closing costs and filing fees.

VII. PAYMENT IN LIEU OF TAX

A. Obligation. Except in cases of the exercise of eminent domain, Developer obligates itself and its successors and assigns to make a payment in lieu of tax to City should the Fee Parcel or any improvements located thereon, become exempt from property tax

Karman Development, LLP
Option to Purchase
Page 11 of 15

for any reason. Such payment in lieu of the tax shall be determined and paid as provided herein.

B. Calculation and Payment.

1. The value of the property shall be as determined by the City Assessor in accordance with Chapter 70, Wis. Stats. The City Assessor shall notify the property owner of the property valuation and any changes thereto in accordance with and set forth in Chapter 70 Wis. Stats.
2. On or before December 1st of each year City shall invoice the property owner for the amount of its payment in lieu of tax, calculated as follows:

Subject property valuation X City tax rate / \$1000 assessed value

For example, assuming 2008 City property tax rate of \$5.25/\$1,000, if the subject property is valued at \$250,000 the payment in lieu of tax would be \$1,312.50 (\$250,000 x .00525).

3. Failure of property owner to make its payment in lieu of tax to the City Clerk-Treasurer on or before December 31st of the year so calculated shall result in the amount due being placed upon the property as a special charge.

VIII. DEFAULT PROVISIONS

- A. Breach and Cure. Any provision of this Agreement that does not contain a specific remedy shall be resolved as provided hereunder.

Karman Development, LLP
Option to Purchase
Page 12 of 15

If one party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has thirty (30) days to cure such breach. If there is no cure of that breach, party may bring any action available for any remedy in law or equity.

- B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing there under and such delay causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

IX. MISCELLANEOUS

- A. Contractual Interpretation. The paragraphs headed by Roman numerals in this Agreement are to be referred to as sections and are intended to include as categories there under lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs, and the numbered paragraphs there under as subparagraphs. The section, paragraph and subparagraph headings of this Agreement are for the convenience of reference only and

Karman Development, LLP
Option to Purchase
Page 13 of 15

shall not limit or otherwise affect the construction of any terms or provisions of this Agreement.

- B. Notices. All notices required by this Agreement must be in writing and sent certified mail, return receipt requested, to the addresses below. All notices shall be deemed received on the date of the postmark.

If to Developer:

Karman Development, LLP
c/o James Karman
860 O'Keefe Road
De Pere, WI 54115

If to City:

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

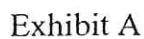
- C. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- D. Assignment. Until the Development obligations of Section V are satisfied by Developer, Developer shall not have the right to assign this Agreement or any rights or obligations thereunder without first having obtained the written consent of the other party. City acknowledges that for income tax purposes, Developer may desire to have the subject parcel transferred to a holding entity of its choosing rather than transferred directly to Developer. City

consents to transferring the subject parcel to a holding entity named by Developer provided that:

1. The holding entity shall be bound by all terms and conditions of this agreement;
2. The holding entity shall be prohibited from transferring the subject parcel to any entity other than Developer. This condition shall expire upon the completion of all development obligations of this agreement.
3. Developer shall name, in writing, the holding entity to which it desires the property be transferred no less than seven (7) days prior to the scheduled closing.

E. Entire Agreement. This Agreement contains all agreement terms, conditions, covenants, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire Agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by the parties hereto.

Drafted by: Judith Schmidt-Lehman
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City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 17, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Resolution #16-20, Authorizing Agreement for Consultant Services
Between the City of De Pere and Springsted, Incorporated (Tax
Increment Financing District #7 Amendment No. 2).

ATTACHMENTS:

- Reso16-20 (DOCX)
- Springsted Inc.-Amending TID #7 -2-16-190-001-06 (DOCX)
- Exhibit A - Springsted (PDF)
- FP TID #7 Memo (DOCX)

RESOLUTION #16-20

AUTHORIZING AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF DE PERE AND SPRINGSTED, INCORPORATED
(Tax Increment Financing District #7 Amendment No. 2)

WHEREAS, the City is in need of amending the project plan and district boundaries for Tax Increment Financing District No. 7 (TID #7) for the Mulva Center Development; and

WHEREAS, the City wishes to engage Springsted, Incorporated to complete the TID #7 project plan and boundary amendment; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consultant Services Between the City of De Pere and Springsted, Incorporated (Tax Increment Financing District #7 Amendment No. 2) 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 17th day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-20 (4419 : Resolution #16-20, Springsted, Inc. TID #7 Agreement)

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF DE PERE
AND SPRINGSTED, INCORPORATED
(Tax Increment Financing District #7 Amendment No. 2)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of De Pere, Wisconsin (“City”), and Springsted, Incorporated, a foreign corporation authorized to do business in Wisconsin (“Consultant”).

WITNESSETH

WHEREAS, the City requires assistance in amending the project plan for and district boundaries Tax Increment Financing District #7 (TID #7); and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the Consultant’s Work Plan dated February 2016 (Exhibit A), which is attached hereto and incorporated by reference. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTANT SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, financial information, specifications, and other information concerning the project that may be applicable and 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 including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. As such, the Consultant shall complete the project on or before May 31, 2016. 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

For the services as described in Exhibit A to be performed by the Consultant, the City agrees to pay, and the Consultant agrees to accept, compensation in accordance with the methods and schedules set forth in Exhibit A. Compensation for special services shall also be as set forth in Exhibit A. Payment to the Consultant is due upon receipt of invoice by the City.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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 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 XVII.

XVII. 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.

XVIII. 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.

XIX. NOTICES

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

If to City:

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

If to Consultant:

Springsted, Incorporated
Attn: Mikaela Huot
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887

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

SPRINGSTED, INCORPORATED

By:

CITY OF DE PERE

By:

 Print Name: _____
 Title: _____

 Michael J. Walsh, Mayor

 Print Name: _____
 Title: _____

 Shana D. Ledvina, Clerk-Treasurer

H:\dupont\Agreements\2016\Springsted Inc.-Amending TID #7 -2-16-190-001-06.docx

Attachment: Springsted Inc.-Amending TID #7 -2-16-190-001-06 (4419 : Resolution #16-20, Springsted, Inc. TID #7 Agreement)



City of De Pere, Wisconsin

Proposed Boundary and Project Plan Amendment for Tax Incremental Financing District No. 7

Work Plan

February 2016

Objective(s)

The purpose of this workplan is to provide a cost estimate and to outline the steps necessary to amend the existing Tax Incremental Financing District No. 7 to reflect an increased geographic area and project budget.

Task I - Project Analysis and Feasibility

Springsted will provide the following financial analysis of the proposed project:

- An analysis of the ability to repay debt service that may be issued by the City for the construction of infrastructure or other public improvements with tax increment revenues to be received by the City from the development of improvements proposed.
- An analysis of the ability of the City to recover from future tax revenues, development assistance incentives to be given by the City to any businesses in exchange for their agreements to construct taxable property within the proposed project area.
- An evaluation of the forms of development assistance incentives. We will identify the extent of financial risk to be incurred by the City and its taxpayers under various options, including traditional TID development, a Pay-As-You-Go (PayGo), and other approaches that may be useful for this project. This evaluation will also identify the affect these options may have on the project's financial feasibility.
- Interface financial issues related to the original TID Plan with the proposed Amendment.

Task II - Boundary and Project Plan Amendment for TID 7:

Springsted will deliver the following output in accordance with the Boundary and Project Plan Amendment for TID 7:

- We will assist the City in amending the existing Tax Incremental Financing District No. 7, and will prepare the Boundary and Project Plan Amendment for consideration and adoption by the appropriate governmental bodies in the statutorily defined order and schedule.
- We will assist the City in drafting and/or reviewing all required notifications per WI Statutes.
- We will assist the City in negotiating applicable development agreements with proposed developers in current and subsequent phases, as deemed necessary and subject to development and market conditions.

Compensation

We propose to complete the work as described in this proposal at our hourly rates indicated below, but not to exceed \$6,000, exclusive of any out-of-pocket expenses such as travel and copying. Since we previously assisted the City with the creation and amending of several recent Tax Incremental Districts, the City should experience a cost-savings through our hourly billing approach with the amendment. We have not included any travel in this cost estimate, however, for each meeting attended in De Pere, at the City's discretion; we propose to charge a flat fee of \$850. Fees for services related to the amendment of the TID Plan are payable upon the plan's completion.

2016 Standard Hourly Fee Schedule	
Title	Rate
Principal & Senior Officer	\$260
Project Coordinator & Other Officers	\$215
Analyst	\$160
Support Staff	\$ 60

Additional Work

For negotiating individual development agreements as described in the second bullet point of the Task II Work Plan, hourly fees will be billed according to the above schedule assuming the Project Coordinator & Other Officers rate of \$215 per hour:

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: February 3, 2016

RE: **Request to engage Springsted, Inc. for TID #7 Project Plan and Boundary Amendment**

PROJECT SUMMARY

TID #7 is located on the east side of Downtown as shown on the below image. A project plan and boundary amendment are necessary in order to consider the proposed Mulva Center project. TID #7 was created in October of 2006 and closes October 2033. This TID has been amended once, in 2014, to recalculate the base value based on a decrement situation and update the Project Plan.

A draft scope of services from Springsted is attached. Funds for this project would come out of TID #7.



RECOMMENDATION

Authorize staff to draft a resolution for Consulting Services between the City of De Pere and Springsted, Inc. (Tax Increment Financing District #7 Amendment).

Attachments

c: Michael Walsh, Mayor
 Larry Delo, City Administrator
 Judith Schmidt-Lehman, City Attorney

Attachment: FP TID #7 Memo (4419 : Resolution #16-20, Springsted, Inc. TID #7 Agreement)

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

MEETING DATE: February 17, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Resolution #16-21, Ratifying Additional Soil Sampling and Analysis and Phase I Environmental Analysis Agreement with AECOM Technical Services, Inc. (AECOM).

ATTACHMENTS:

- AECOMM Council Memo (PDF)
- Reso16-21 (DOCX)
- Additional Sampling Contract 2016 (PDF)

City of De Pere MEMORANDUM



To: De Pere Common Council
 From: Kimberly Flom, Economic Development & Planning Director
 Date: February 10, 2016

RE: **Request to ratify agreement with AECOMM for Phase I Environmental and soil testing related to the O'Keefe property and Richco Road infrastructure improvement project.**

PROJECT SUMMARY

We request retroactive authorization for a professional services contract with AECOMM, in the amount of \$10,550, to conduct a Phase I Environmental Assessment and soil testing to finish work on and around the O'Keefe site and Richco Road in the West Industrial Park. A competitive RFP, as required for projects over \$10,000, was not completed for this work, which will be funded by TID #6.

Prior to this proposal, the Richco Road infrastructure project and the O'Keefe environmental project have been separate projects. As described below, bringing the two together results in cost savings and project consistency.

O'Keefe Project

In 2015, the City received WDNR Wisconsin Assessment Monies (WAM Funds) in order to further environmental remediation work on the O'Keefe property in the West Industrial Park. As part of that funding, the WDNR selected AECOMM to identify areas of contamination and work with the DNR to create an action plan. Once complete, the DNR will issue a Voluntary Liability Exemption (VPLE) Certificate of Completion. The VPLE program is an elective environmental cleanup program to help prepare land for future development.

VPLE Background from WI DNR Website

The VPLE is a process by which a person – including a local government – can voluntarily conduct an environmental investigation and cleanup of a property and then receive limits on their liability for historical contamination on a property. Generally, VPLE provides an exemption from all future liability which, unlike a closure letter, cannot be reopened. Also, the VPLE applies to the entire property and a closure letter only applies to a specific discharge or contamination area on a property. In addition, Sites part of the VPLE process usually have closer DNR oversight throughout the cleanup process.

Based on additional sampling completed in 2015, contaminated area boundaries have been mostly determined, but are not complete. There are a few small areas where additional sampling is needed. Once the boundaries are finalized, and accepted by the DNR, the contaminated fill in isolated areas (shown on the attached drawing) can be excavated and moved to one parcel (a parcel that has a larger area of contamination). WAM funds are no longer available to pay for the additional sampling needed.

RichCo Road Project

The City is planning infrastructure improvements, including a regional storm water facility around Richco Road. This project is under a tight timeline because TID #6 funds must be placed into escrow for the work by March of 2016. No other expenditures can occur out of TID #6 after March 2016.

Attachment: AECOMM Council Memo (4399 : Resolution #16-21, AECOMM Phase I Environmental and Soil Testing)

The regional storm water facility is planned on land not owned by the City. As such, a Phase 1 Environmental Assessment is needed to ensure that the installation of the pond is cost effective and does not cause any hazard. Additionally, the construction of the pond will result in a large amount of fill material that will need to be displaced nearby or transported. The O'Keefe property has areas that would benefit from additional fill and is close enough to Richco Road to result in costs savings.

Because the O'Keefe property is currently in the VPLE program, the DNR must sign off on any new fill to the area, even if it is clean. As such, a few soils samples from the pond area are needed to submit to the DNR.

City staff met with the DNR in January to discuss the Richco Road project and the status of the O'Keefe VPLE project. It became evident that the fill relocation needed for the storm water facility tied the O'Keefe project and Richco Road project together.

In summary:

1. AECOMM is the logical choice for the additional soil sampling needed around the O'Keefe site because they have completed all the work on this area as the WDNR selected contractor for the WAM program.
2. In order to place fill on the O'Keefe project, the Richco Road storm water facility is integrally linked into the O'Keefe VPLE project.
3. Because the Richco Road project is out for bid, and funds must be escrowed by March, there is not enough time to conduct a formal RFP for services.
4. Continuing forward with AECOMM will result in cost savings to the city, for both professional service fees and contractor fees for excavation and hauling of fill.
5. The city also may also yield additional cost savings if we engage the storm water facility contractor to relocate the contaminated fill from the O'Keefe property to a centralized location.
6. Funds for the project are available in TID #6 and would not impact the City's 2016 operating budget.

Due to the need to get this contract for the additional work underway, Mayor Walsh executed the AECOMM contract ahead of formal council approval.

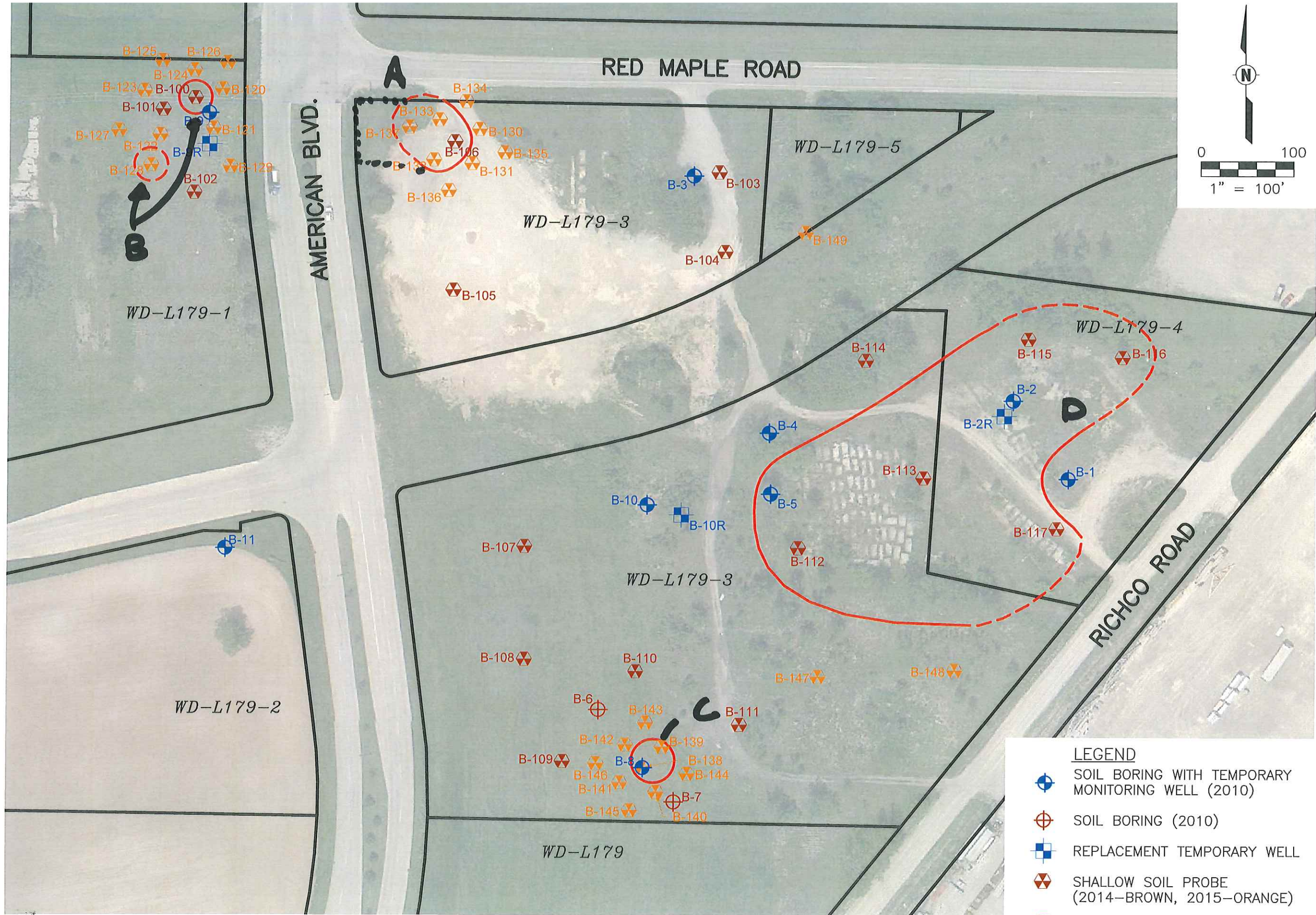
RECOMMENDATION

Approve the resolution ratifying the Agreement for Consulting Services between the City of De Pere and AECOMM (Additional Soil Sampling and Analysis Proposal for the Former O'Keefe Property Located at 1463 Red Maple Road, De Pere, Wisconsin).

Attachments

c: Michael Walsh, Mayor
Larry Delo, City Administrator
Judith Schmidt-Lehman, City Attorney

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AERIAL PHOTO: GOOGLE EARTH PRO IMAGE DATED 5/31/2011; DOWNLOADED ON 1/6/2015.

LEGEND

- SOIL BORING WITH TEMPORARY MONITORING WELL (2010)
- SOIL BORING (2010)
- REPLACEMENT TEMPORARY WELL
- SHALLOW SOIL PROBE (2014-BROWN, 2015-ORANGE)
- INDUSTRIAL DIRECT CONTACT RCL EXCEEDANCE AREA

AECOM
1555 RiverCenter Drive
Milwaukee, Wisconsin
414.944.6080
www.aecom.com
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SOIL EXCEEDANCES MAP
FORMER O'KEEFE PROPERTIES
1463 RED MAPLE ROAD
DE PERE, WISCONSIN

Drawn :	SAE	9/29/2015
Checked:	DV	9/29/2015
Approved:	DV	9/29/2015
PROJECT NUMBER	60331598	
FIGURE NUMBER	3	

RESOLUTION #16-21

RATIFYING ADDITIONAL SOIL SAMPLING AND ANALYSIS AND
PHASE I ENVIRONMENTAL ANALYSIS AGREEMENT
WITH AECOM TECHNICAL SERVICES, INC. (AECOM)

WHEREAS, the City is currently under contract with AECOM for certain sampling services on the former O'Keefe properties located in the City's West Business Park, and also located within the boundaries of Tax Increment Financing District No. 6 (TID #6); and

WHEREAS, the City is in need of additional sampling of the former O'Keefe site to further identify the boundaries of certain locations of contamination in order to identify areas where contaminated fill in isolated areas can be excavated and moved to one common area; and

WHEREAS, the City is also in need of constructing a regional storm water detention facility in the vicinity of WD- L178-2 and wishes to have a Phase I Environmental Analysis completed on Parcel WD-L178-2 to determine if the property is suitable for such facility and to determine if the excess soils generated by excavation of such facility is appropriate as fill to be used on the O'Keefe site; and

WHEREAS, AECOM is able to provide the City with cost savings and project consistency if it performs the duties of taking the additional needed soil samples and conducts the Phase I Environmental analysis at the cost of \$10,500 for both services; and

WHEREAS, the City's ability to incur TID #6 eligible expenses ends on March 6, 2016; therefore time was of the essence in engaging AECOM for this work; and

WHEREAS, due to the exigent nature of authorizing AECOM to perform this work, the Mayor executed such Authorization on February 5, 2016, a copy of which is attached hereto.

Resolution #16-21
Page 2 of 2

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the act of Mayor Walsh in authorizing AECOM to perform the work set forth above and in the attached Authorization, together with the conditions and obligations contained therein.

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 17th day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-21 (4399 : Resolution #16-21, AECOMM Phase I Environmental and Soil Testing)



AECOM
1035 Kepler Drive
Green Bay, Wisconsin 54311

920.468.1978 tel
920.468.3312 fax

February 4, 2016

Mr. Eric Rakers
City Engineer
City of De Pere
335 South Broadway
De Pere, WI 54235

Ms. Kim Flom
Economic Development and Planning Director
City of De Pere
335 South Broadway
De Pere, WI 54235

**Subject: Additional Soil Sampling and Analysis Proposal for the Former O'Keefe Property
Located at 1463 Red Maple Road, De Pere, Wisconsin – AECOM Proposal**

Dear Mr. Rakers and Ms. Flom:

AECOM Technical Services, Inc. (AECOM) has prepared this proposal for soil sampling based on a January 21, 2016 meeting with the City of De Pere. The purpose of the meeting was to discuss environmental testing at the Former O'Keefe Property, in De Pere, Wisconsin. The meeting included discussion of: (1) previous soil and groundwater sampling results, and (2) the City's desire to use soils from a nearby soil stockpile and from proposed detention basin excavation to cap portions of O'Keefe site for eventual Wisconsin Department of Natural Resources (WDNR) case closure.

We estimated a fee of \$10,550 for the sampling described below. Project activities and assumptions are provided below.

Site Description and Previous Environmental Information

The subject property is located in the City of De Pere, Brown County, Wisconsin. The site is bounded to the north by Red Maple Road, to the east by Richco Road, to the south by the planned extension of the Richco Road and American Boulevard corridors and agricultural land, and west by residential and agricultural land. The site is comprised of three platted parcels in the City of De Pere: WD-179-1, WD-179-3, and WD-179-4. There are currently no buildings on the site, and much of the site is vegetated or leased as cropland.

In 1998 and 1999, Phase I and Phase II ESA services were performed by Robert E. Lee & Associates (REL) on behalf of the City of De Pere. The Phase I ESA documented use of portions of the site by Reliance Construction Company and suggested the potential for surface and subsurface impacts of oil and fuels related to equipment maintenance. Phase II services identified detections of volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), and metals (arsenic, cadmium, and lead) above regulatory limits. In 2010, AECOM provided additional Phase II

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AECOM

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services through an EPA Brownfield Grant administered by Brown County including enrolling the parcels into the WDNR's Voluntary Party Liability Exemption (VPLE) program. The 2010 Phase II services included installation of 11 direct push soil borings, 9 of which included temporary monitoring wells. Soil and groundwater samples collected from the borings and wells were again analyzed for VOCs, PAHs, and metals. Findings were presented in a February 10, 2011, AECOM Phase II report and were used by the WDNR to aid with development of a plan for further sampling in 2014 and 2015.

AECOM completed a Limited Site Investigation Report dated February 6, 2015, and a Supplemental Site Investigation report dated November 24, 2015, under a Contractor Services Award of the Wisconsin Assessment Monies Program. The 2014 and 2015 data provided further delineation of impacts, but as we discussed on January 21, 2016, some additional contaminant delineation is still needed.

In addition, the City desires to utilize soil from a stockpile on the property as clean fill and potential cap material of the O'Keefe site. Further, the City would like to utilize soil excavated from a proposed nearby detention pond as clean fill and potential cap material on portions of the O'Keefe site. In order to satisfy the current VPLE guidance document, "Obtaining DNR Approval Prior to Use of Imported Soil or Fill Materials on Voluntary Party Liability Exemption Sites", Publication DNR RR-041, January 2016, testing of the stockpiled soil and detention pond soils will be needed prior to placement on the former O'Keefe property. The following describes AECOM proposed scope of services.

Scope of Services

AECOM's proposed scope of work will be performed and managed under specified tasks described as follows:

Task 1 – Phase I Environmental Site Assessment

A Phase I ESA will be conducted in general accordance with the ASTM E1527-13 standard for a property located southeast of Richco Road where the City anticipates acquiring a portion of the property to use for storm water detention. The subject property is listed as 5.985 acres and is identified as WD-L178-2, owned by KSC, Inc.. AECOM's Phase I ESA will provide information as to the potential that a significant hazardous material or petroleum hydrocarbon release may have occurred on or affected the subject property. The Phase I ESA will include the following:

Site Reconnaissance and Interview – A visual reconnaissance will be conducted of the subject property. AECOM will record observations of the presence or likely presence of conditions that indicate an existing release, a past release, or a material threat of a release of hazardous substances or petroleum products into structures on the subject property or into the ground, groundwater, or surface water of the subject property. Where appropriate, AECOM will record the following observations during the walkthrough of the subject property:

- Subject property and area vegetation for environmental stress and other ecological disturbances.
- Subject property and area for surface features that would indicate filling, impoundments, underground storage tanks, pipelines, wells or other surface penetrations.
- Subject property for the presence of filling or mounding, pits, ponds, or lagoons.

AECOM

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- Areas that are identified that use, treat, store, dispose of, or generate hazardous substances and petroleum products and review the status of past and current waste generation and management practices at the subject property.
- Subject property and area electrical equipment (e.g., transformers) and substations, as well as labeling that may indicate the owners, polychlorinated biphenyls (PCBs) status, and leakage. (Note: fluorescent light ballasts will not be individually inspected for PCB-content; however, AECOM will note leakage if observed.)
- The means of heating and cooling the subject property buildings, including the fuel source.
- Potable water supply and/or on-site wells (including dry wells, irrigation wells, injection wells, and other wells).
- Wastewater treatment source and/or on-site septic systems.
- General stormwater discharge routes into a drain, ditch, or receiving body of water on or adjacent to the subject property.
- Subject property for floor drains and sumps.
- Stained soil or pavement, including stains or corrosion on floors, walls, or ceiling, except for staining from water.
- Waste handling areas or practices, chemical/industrial processing areas, and general housekeeping practices.

As part of the reconnaissance activities, AECOM will also make visual observations of immediately adjacent neighboring property, to the extent that such observations can be made without entering the premises of the neighboring property.

Physical Setting Information – AECOM will establish the physical setting for subject property by reviewing a United States Geological Survey 7.5 Minute Topographic Map showing the areas on which that subject property are located. AECOM will review soil/hydrology and groundwater/hydrology information to the extent it is provided by the environmental database search company (Environmental Data Resources).

Agency Records Review – AECOM will order a site-specific environmental database report for the subject property. AECOM will review the report to evaluate whether the subject property or neighboring property (within a specified radius search distance from each subject property) are included on the ASTM-specified standard and additional (e.g., local) environmental record sources (e.g., spills, landfills/dumps, leaking underground storage tanks). Where appropriate, AECOM will contact state and/or local governmental sources for relevant documents/file information concerning the subject property and adjoining property. Freedom of Information Act requests will be made to the appropriate local and/or state agencies requesting information relative to the subject property. Files available at local agencies at the time of the site visit will be reviewed, as time permits. These inquiries may include the following types of governmental agencies:

- Federal, State, tribal, and local environmental solid and hazardous waste, wastewater sections, etc.;
- Local fire department;
- Local health/environmental department; and
- Local agencies responsible for building and groundwater permits that document Activity and Use Limitations, also referred to as Institutional Controls and Engineering Controls, for the subject property. (Note: Inclusion of an Environmental Lien Search Report is not included, but can be added for an additional fee, at your request.)

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AECOM's record review will include those records that are readily available and reasonably ascertainable per the ASTM standard.

AECOM will make reasonable attempts to interview individuals with specific knowledge of or familiarity with the subject property. Interview information with past owners, and occupants will be from interviews previously conducted by AECOM during the performance of past Phase I assessment.

Vapor Migration – AECOM will evaluate the potential for vapor migration (VM) to impact the subject property as required by the ASTM 1527-13 standard. VM is defined as the movement of volatile chemical vapors in soil or groundwater. AECOM will not evaluate vapor intrusion which is defined as the movement of volatile chemical vapors from a source in the subsurface (soil or groundwater) into the indoor air of overlying buildings through cracks or other openings.

User Responsibilities – Per the ASTM standard, it is the report "user's" (i.e., the CDA) responsibility to perform certain tasks, which do not require the technical expertise of an EP and are generally not performed by EPs conducting Phase I ESAs. Section 6.0 of the ASTM standard indicates that "reasonably ascertainable recorded land title records and lien records that are filed under federal, tribal, state, or local law should be reviewed to identify environmental liens or activity and use limitation, if any, that are currently recorded against the property" and that "any environmental liens or activity and use limitations so identified shall be reported to the Environmental Professional (EP) conducting a Phase I ESA." If you have this information you are required to provide it to the EP. If you do not have this information AECOM can conduct an EL and AUL search for an additional fee or AECOM can identify this as a data gap. Attached for your completion is a User Questionnaire which will assist you in communicating to AECOM the user-provided information.

Report Preparation – AECOM will prepare a written Phase I ESA report for the subject property, documenting the scope of work activities and summarizing the results of our assessment. AECOM will provide you with a professional opinion as to the potential for there to be a significant on-site contamination problem, and recommendations for further work, if any. The report will include a site location map, site plan, representative site photographs, and supporting documentation, as appropriate. For the purpose of costing this proposal, AECOM has assumed the final report will be delivered to you electronically and that no hardcopies will be required.

Task 2 – Pre Field Activities (Site Safety Plan and Utility Location)

AECOM will update the existing Site Health and Safety Plan (HASP) for conducting the work described in this proposal. AECOM and any on-site subcontractors will participate in applicable preparatory and field safety meetings to maintain a safe work environment. If the City would like, AECOM can provide the WDNR with a brief email stating that we are proposing to conduct the sampling described below. To keep costs to minimum, our services do not include preparation of a formal work plan under NR 716, Wisconsin Administrative Code.

This task also includes activities associated with coordination of a geoprobe service provider and analytical laboratory. AECOM will coordinate mobilization to the site and set-up, as well as sample handling. We will also contact Wisconsin Digger's Hotline to locate public utilities

Task 3 - Field Implementation – Soil Sampling

This task includes field services related to collection of the soils samples described in the following table. Each of the collected soil samples will be screened in the field for volatile organic compounds (VOCs) using a photoionization detector (PID). Soil samples will be visually classified using the Unified Soil Classification System (USCS) and will include observations such as color, odor, and presence of non-natural materials, as appropriate. The following table includes the parcel location, purpose of the sample locations and analytical testing protocol.

Parcel/location	Sample locations	Depth (ft)	PID	VOCs	PAHs	Metals
WD-L179-1	West of B-127	0-2, 2-4	Yes		2	
WD-L179-1	West of B-128	0-2, 2-4	Yes		2	
WD-L179-1	SW of B-128	0-2, 2-4	Yes		2	
WD-L179-1	South of B-128 (possible)	0-2, 2-4	Yes		2	
WD-L179-1	South of B-128 (possible)	0-2, 2-4	Yes		2	
WD-L179-3	West of B-137	0-2, 2-4	Yes		2	
WD-L179-3	NE of B-148 near NE parcel corner	0-2, 2-4	Yes		2	
WD-L179-4	NE of B-116 near NE parcel corner	0-2, 2-4	Yes		2	
Stock Pile	Random grab samples, approximately 1 foot from pile surface	--	Yes	3		
Stock Pile	Three soil composites from up to nine locations/depths	--	Yes - all subsamples		3	3
Detention Basin	Location 1 (in proposed area of detention basin)	0-2, composite 2-8	Yes	1	2	1
Detention Basin	Location 2 (in proposed area of detention basin)	0-2, composite 2-8	Yes	1	2	1
Detention Basin	Location 3 (in proposed area of detention basin)	0-2, composite 2-8	Yes	1	2	1

Task 4 – Laboratory Testing

Collected soil samples will be placed into ice-filled coolers and delivered to AECOM's subcontract laboratory, Pace Analytical Laboratory, (Pace) Green Bay, Wisconsin under Chain-of-Custody control. The laboratory will perform analyses using EPA Method 8270 for PAHs; EPA Method 8260 for VOCs; and EPA Method 6010 for metals (submitted for arsenic, lead, and cadmium).

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Task 5 – Project Management/Summary Report

A brief letter report summarizing the results of the investigation will be prepared once analytical results have been received. The report will include a sample location map, soil boring logs or tabulated soil descriptions, data table summary, and a brief narrative with description of sampling procedures and results. The report will be submitted in draft to the City of De Pere for review and upon City of De Pere approval, could be provided to the WDNR. As discussed the Phase I ESA report will be a separate deliverable.

Project management will involve handling project information requests, subcontractors, and preparation and review of the project contracts and invoices, and scheduling.

Cost Estimate and Assumptions

Task Number and Description	Labor	ODCs/Sub	Task Subtotal
Task 1 – Phase I ESA	\$2,195	\$305	\$2,500
Task 2 – Pre-Field Activities (HASP update, Utility Locate)	\$200	\$15	\$215
Task 3 – Field Implementation (Boring Layout & Soil Sampling)	\$1,120	\$1,760	\$2,880
Task 4 – Lab Analysis	\$ ---	\$2,625	\$2,625
Task 5 – Coordination/Summary Report	\$2,130	\$200	\$2,330
Labor and ODC Subtotals	\$5,645	\$4,905	
Total Estimated Cost for this Scope			\$10,550

As indicated in the table above, AECOM's estimated cost for professional environmental consulting services to meet the scope of work presented within this proposal is \$10,550, of which \$4,905 is for other direct costs (ODCs) such as subcontract analytical laboratory services, geoprobe drilling supplies, and materials costs. This estimated project cost for services is limited to those tasks and associated activities described in this proposal. AECOM is not responsible for delays or scope changes outside its direct control. If conditions are not as expected or an item is uncovered that affects the scope of services or cost estimate, City of De Pere will be contacted in order to discuss how to proceed.

AECOM will perform the scope of work discussed in this proposal, and any optional or additional tasks authorized, on a time-and-material basis in accordance with the attached Commercial Terms and General Conditions. The labor and ODCs to include subcontractors, equipment, reimbursables, and reasonable out-of-pocket expenses by AECOM are listed by task below:

AECOM's estimate is based on the following assumptions:

- Site access is the responsibility of City of De Pere.
- The City will mark/flag the property limits of the KSC, Inc. property prior to performance of the Phase I ESA and sampling in the detention basin.
- All field work is completed under OSHA Level D personal protective equipment.
- The budget includes costs for AECOM to contact Wisconsin Diggers Hotline for utility clearance. The City is responsible for locating any utilities not marked by Diggers Hotline.

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AECOM is not responsible for any damages caused by striking miss-marked or unmarked utilities.

- The laboratory testing program described above reflects our opinion of the testing parameters based on past experience and does not include WDNR input.
- Minimal excess soil will be generated during the advancement of the soil probes. Based on the limited depth of the soil probes and the presence of only low-level shallow impacts on the site we do not anticipate a need to drum soil cuttings. Excess soil generated during the site investigation will be left on-site adjacent to the borehole where the soil originated. Additional field costs may be incurred for delays caused by restricted or difficult access or circumstances beyond the control of AECOM such as adverse weather conditions. Such costs incurred have not been included, but will be charged to the project.

Schedule

As noted above, AECOM anticipates that the field work will require a total of 1 day to complete. The draft summary report will be submitted to the City within 30 days after receiving the analytical results from the laboratory.

Proposal Acceptance

Please indicate your acceptance of this Proposal dated February 1, 2016, by having an authorized representative of your firm execute the attached Authorization and return it to our Green Bay, Wisconsin office. Note that we cannot begin work until the signed authorization is returned. If you have questions regarding the proposal, please call Ms. Donna Volk at 414.944.6171 or Mr. Steve Schubring at 920.406.3149.

AECOM appreciates the opportunity to provide environmental services to the City of De Pere at the former O'Keefe property.

Sincerely,

AECOM Technical Services, Inc.



Donna M. Volk, P.G.
Geologist



Steven Schubring, P.G.
Operations Manager

Attachments:

Commercial Terms
General Conditions and Services
Authorization Form
User Questionnaire

Use or disclosure of data contained on this sheet is subject to the restriction on the first page of this document.



AECOM
1035 Kepler Drive
Green Bay, Wisconsin 54311

920.468.1978 tel
920.468.3312 fax

Authorization

February 3, 2016

I hereby authorize AECOM to proceed with the scope of work for the former O'Keefe property in the City of De Pere, Wisconsin, as described in AECOM's proposal above, dated February 3, 2016, with a budget authorization of \$10,550 under the general terms and conditions specified in the proposal.

Michael J. Walsh
Signature
MICHAEL J. WALSH
Print Name
MAYOR
Title/Organization

2/5/16
Date

I agree to accept invoices from AECOM via e-mail and not postal mail:

☐ Yes

Signature: _____

E-mail address: _____

Recipient Mr/Ms: _____

Return to:

Name: Mr. Steven Schubring/AECOM

Address: 1035 Kepler Drive, Green Bay, WI 54311

Fax: 920-468-3312

Phone: 920-406-3149



Commercial Terms

Time and Materials Agreement

Effective January 1, 2013

SCOPE OF SERVICES – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

STAFF CATEGORY	RATE/HOUR
Technician I, Project Administrator I	\$50.00
Data Administrator I, Technician II	\$60.00
Project Controls I, Scientist I, Project Administrator II, Construction Mgmt I	\$70.00
Scientist II, Engineer I, Data Administrator II, Construction Mgmt II, Technician III	\$85.00
Project Controls II, Scientist III, Engineer II, Technician IV, Data Administrator III, Project Administrator III	\$100.00
Project Manager I, Scientist IV, Engineer III, Construction Mgmt III	\$110.00
Scientist V, Engineer IV	\$125.00
Project Director I, Project Manager II, Construction Mgmt IV	\$145.00
Project Director II, Engineer V	\$155.00
Project Director III, Project Director IV	\$175.00

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

RETAINER – AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a ten percent (10%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

SECURITY INTEREST – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be



influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

AGREEMENT - These Commercial Terms Form 103A (01/13) and the attached General Conditions Form 102 (01/13) govern the performance of the Services and rights and obligations of the parties.



ASTM 1527-13 USER QUESTIONNAIRE

In order to qualify for one of the *Landowner Liability Protections (LLPs)*¹⁸⁷ offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "*Brownfields Amendments*"),¹⁸⁸ the *user* must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30 and 312.31. These inquiries must also be conducted by the EPA Brownfield Assessment and Characterization grantees. The *user* should provide the following information to the *environmental professional*. Failure to conduct these inquiries could result in a determination that "*all appropriate inquiries*" is not complete.

(1.) Environmental liens that are filed or recorded against the property (40 CFR 312.25).

Did a search of *recorded land title records* (or judicial records where appropriate, see **Note 1** below) identify any environmental liens filed or recorded against the *property* under federal, tribal, state or local law?

NOTE 1—In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases judicial records must be searched for environmental liens and AULs.

(2.) Activity and use limitations that are in place on the property or that have been filed or recorded against the property (40 CFR 312.26(a)(1)(v) and vi).

Did a search of *recorded land title records* (or judicial records where appropriate, see **Note 1** above) identify any AULs, such as *engineering controls*, land use restrictions or *institutional controls* that are in place at the *property* and/or have been filed or recorded against the *property* under federal, tribal, state or local law?

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

Do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an *adjoining property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

(4.) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?

(5.) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).

Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example,

- (a.) Do you know the past uses of the *property*?
- (b.) Do you know of specific chemicals that are present or once were present at the *property*?
- (c.) Do you know of spills or other chemical releases that have taken place at the *property*?
- (d.) Do you know of any environmental cleanups that have taken place at the *property*?

(6.) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

Based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence of releases at the *property*?

Project Title:

Project Address:

Completed by:

Project City:

Company Name:

Project State:

Date:

¹⁸⁷ *Landowner Liability Protections*, or *LLP's*, is the term used to describe the three types of potential defenses to Superfund liability in EPA's *Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchaser, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability* ("Common Elements" Guide) issued on March 6, 2003.

¹⁸⁸ P.L. 107-118.

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

MEETING DATE: February 17, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-22, Authorizing City of De Pere and Associated Bank N.A., Green Bay Escrow Agreement to Assure Distribution of Expended Funds (Tax Increment Financing District #6).

ATTACHMENTS:

- Mayor & CC-TID 6 Escrow 2-11-16 (PDF)
- Reso16-22 (DOCX)

CITY OF DE PEREMEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Joe Zegers, Finance Director
Judith Schmidt-Lehman, City Attorney
RE: Escrow Agreement for TID #6 Expenditures
Date: February 10, 2016

As you will recall, the expenditure period for TID #6 eligible expenditures will close as of March 6, 2016. Therefore, the City will need to expend the funds for programmed 2016 TID #6 improvements before that date. This will be accomplished by placing the funds for those improvements in an escrow account.

We have been working with Associated Bank on developing an Escrow Agreement. The final Agreement will be distributed at the February 17, 2016 Council meeting.

If you have any questions regarding this matter, please feel free to call Joe at 339-4041 or Judy at 339-4042.

JSL:jld

H:\jdupont\Memos\2016\Mayor & CC-TID 6 Escrow 2-11-16.docx

RESOLUTION #16-22

AUTHORIZING CITY OF DE PERE AND ASSOCIATED BANK N.A., GREEN BAY
ESCROW AGREEMENT TO ASSURE DISTRIBUTION OF EXPENDED FUNDS
(Tax Increment Financing District #6)

WHEREAS, pursuant to a Tax Increment District (TID) financing plan under Wis. Stats. §66.1105, the City is pursuing certain public works or improvements relating to site preparation and improvements, storm water drainage and retention, utility and street improvements within the boundaries of TID #6 (collectively “the Projects”); and

WHEREAS, the City has entered or will enter into the contracts described in the attached City of De Pere and Associated Bank N.A., Green Bay Escrow Agreement to Assure Distribution of Expended Funds (referred to collectively as the “Contracts”) to complete the Projects; and

WHEREAS, Cedar Corporation, and City staff have estimated that the cost of completion and such amount is set forth in the attached Escrow Agreement; and

WHEREAS, the City hereby appoints Associated Bank N.A., Green Bay to hold and administer the escrow account herein established with the funds of the City; and

WHEREAS, in order to expend funds for the purpose of paying costs of the Projects prior to March 6, 2016, the City has decided to deposit such funds into an escrow account for disbursement while the Projects are being completed as described in the Contracts.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the City of De Pere and Associated Bank N.A., Green Bay Escrow Agreement to Assure Distribution of Expended Funds, as is attached hereto.

Resolution #16-22
Page 2 of 2

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 17th day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-22 (4418 : Resolution #16-22, Authorizing City of De Pere and Associated Bank, Green Bay, N.A.)

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

MEETING DATE: February 17, 2016
DEPARTMENT: Common Council
FROM: Lisa Renier
SUBJECT: Southern Bridge Project Update.

ATTACHMENTS:

- Southern Bridge Updat memo 02-17-16 (PDF)
- SRF's IAJR Operations and Engineering Study Work Schedule as of January 14 2016 (PDF)

MEMORANDUM

TO: Mayor and Common Council

FROM: Larry Delo, City Administrator

DATE: February 11, 2016

SUBJECT: Southern Bridge Project Update

The Brown County Planning Department will attend the February 17th City Council meeting to provide information regarding the current status of the Southern Bridge project. The Brown County Planning Department also provided the attached summary of the work they intend to complete in 2016 for the operations and engineering elements of the Interstate Access Justification Report (IAJR).

Attachment: Southern Bridge Updat memo 02-17-16 (4318 : Southern Bridge Project Update.)

**I-41 and Southern Bridge Crossing
Brown County Project Number 1625
WisDOT Project ID 4556-02-00
Updated January 14, 2016**

SRF Task	WisDOT Task	Nov-15		Dec-15				Jan-16					Feb-16				Mar-16				Apr-16					May-16				Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16											
		20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	4	11	18	25	1	8	15	22	29	6	13	20	27																		
Daily Forecast (Submitted to WisDOT)																																															
WisDOT Review																																															
Peak Hour Forecast																																															
WisDOT Review																																															
Meetings (2)																																															
Documentation (include in Traffic Analysis & Methodology Report Update)																																															
Task 1. Update IAJR Analysis/Report																																															
Data Collection (Completed)																																															
Traffic Analysis																																															
Update Traffic Analysis & Methodology Report																																															
Peer Review																																															
Update Existing Conditions																																															
Strand Review/Approval																																															
Update No Build Alternative																																															
Strand Review/Approval																																															
Update Build Alternatives																																															
Strand Review/Approval																																															
Meetings																																															
Meeting #1																																															
Meeting #2																																															
Documentation																																															
Draft																																															
Brown County Review then WisDOT/CO/FHWA Concurrent Reviews (FHWA Review = 12-16 weeks)																																															
Final																																															
Brown County & WisDOT Concurrent Approval																																															
Task 2. Conceptual Interchange/Intersection Layouts																																															
Data Collection																																															
Base Map from County/WisDOT																																															
Conceptual Layouts - Southern Arterial (2-Alts)																																															
Conceptual Layouts - CTH F (2-Alts)																																															
WisDOT/Brown County Review																																															
Guide Sign Layouts																																															
Evaluation Matrix																																															
Meeting with Brown County/Site Visit (Information Gathering)																																															
Documentation																																															
Draft																																															
WisDOT Review																																															
Final																																															
WisDOT Approval																																															

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

MEETING DATE: February 17, 2016
DEPARTMENT: Common Council
FROM: Lisa Renier
SUBJECT: Appointments to boards and commissions by Mayor Walsh.

ATTACHMENTS:

- February 17, 2016 Appointment Letter (DOC)

Memo**City of De Pere**

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointments
Date: February 12, 2016

I am submitting the following names for appointment at the February 17, 2016 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Commission**Appointment**

Brown County Plan Commission

Amy Kunding/Appointment

Housing Authority

Jim Wolfe/Appointment

Redevelopment Authority

Carol Karls/Appointment

Attachment: February 17, 2016 Appointment Letter (4420 : Appointments to Boards and Commissions by Mayor Walsh.)

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

MEETING DATE: February 17, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 2-17-16 VOUCHERS (PDF)

PACKET: 05056 FEB 2016 COUNCIL - 2

24.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6426	ACL							
	I-201512-0	ACL	R	2/17/2016		147.40CR	077646	
	I-201601-0	ACL	R	2/17/2016		201.00CR	077646	348.40
7262	ADVANTAGE POLICE SUPPLY INC.							
	I-16-0115	ADVANTAGE POLICE SUPPLY INC.	R	2/17/2016		1,525.00CR	077647	1,525.00
0302	AIRGAS USA LLC							
	I-9047472199	AIRGAS USA LLC	R	2/17/2016		137.16CR	077648	137.16
2982	ALL CITY COMMUNICATIONS							
	I-4699567-020116	ALL CITY COMMUNICATIONS	R	2/17/2016		153.96CR	077649	153.96
7345	ALPHA ENERGY LABORATORIES							
	I-11707	ALPHA ENERGY LABORATORIES	R	2/17/2016		160.00CR	077650	160.00
2878	ARING EQUIPMENT CO INC							
	I-716813	ARING EQUIPMENT CO INC	R	2/17/2016		219.76CR	077651	219.76
0496	ASTRO HYDRAULICS INC							
	I-48503	ASTRO HYDRAULICS INC	R	2/17/2016		6,000.00CR	077652	
	I-49833	ASTRO HYDRAULICS INC	R	2/17/2016		52.10CR	077652	6,052.10
2997	ATLAS OUTFITTERS ATR							
	I-12217	ATLAS OUTFITTERS ATR	R	2/17/2016		40.00CR	077653	40.00
5604	AURORA BAYCARE MED CTR LLC							
	I-TT278	AURORA BAYCARE MED CTR LLC	R	2/17/2016		51.53CR	077654	51.53
6803	AUTOMATIC MOTORS INC.							
	I-54585	AUTOMATIC MOTORS INC.	R	2/17/2016		1,572.12CR	077655	1,572.12
1698	B A T I							
	I-4443	B A T I	R	2/17/2016		1,091.00CR	077656	1,091.00
0023	BATTERIES PLUS LLC							
	I-501-482330	BATTERIES PLUS LLC	R	2/17/2016		199.00CR	077657	199.00
0132	BAY AREA HUMANE SOCIETY AND							
	I-135	BAY AREA HUMANE SOCIETY AND	R	2/17/2016		310.00CR	077658	310.00
0027	BAY TOWEL INC							
	I-2110694	BAY TOWEL INC	R	2/17/2016		126.33CR	077659	
	I-2115630	BAY TOWEL INC	R	2/17/2016		45.16CR	077659	
	I-2115631	BAY TOWEL INC	R	2/17/2016		77.59CR	077659	
	I-2117688	BAY TOWEL INC	R	2/17/2016		126.33CR	077659	
	I-2117708	BAY TOWEL INC	R	2/17/2016		62.02CR	077659	
	I-2119122	BAY TOWEL INC	R	2/17/2016		45.16CR	077659	
	I-2119123	BAY TOWEL INC	R	2/17/2016		77.59CR	077659	560.18

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			TYPE	DATE			NO#	AMOUNT
0025	BAYCOM INC							
	I-EQUIPINV_001180	BAYCOM INC	R	2/17/2016		39.00CR	077660	
	I-SRVCE00001086	BAYCOM INC	R	2/17/2016		37.50CR	077660	
	I-SRVCE0000894	BAYCOM INC	R	2/17/2016		1,410.00CR	077660	1,486.50
6473	BEAVER OF WISCONSIN INC							
	I-90335	BEAVER OF WISCONSIN INC	R	2/17/2016		253.25CR	077661	253.25
2970	BELLINHEALTH INC							
	I-65	BELLINHEALTH INC	R	2/17/2016		15.93CR	077662	15.93
0038	BROADWAY AUTOMOTIVE INC							
	I-790888P	BROADWAY AUTOMOTIVE INC	R	2/17/2016		96.85CR	077663	
	I-790927P	BROADWAY AUTOMOTIVE INC	R	2/17/2016		16.50CR	077663	113.35
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-30197	BROWN COUNTY PORT SOLID WASTE	R	2/17/2016		19,004.64CR	077664	19,004.64
2984	BROWN COUNTY TREASURER							
	I-2016-00000001	BROWN COUNTY TREASURER	R	2/17/2016		1,815.12CR	077665	1,815.12
7346	DANIEL AND DEBORAH CARLEY							
	I-201602085612	DANIEL AND DEBORAH CARLEY	R	2/17/2016		490.00CR	077666	490.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-218239	CARQUEST AUTO PARTS LLC	R	2/17/2016		6.61CR	077667	6.61
7021	CARSTAR WILSON AUTO COLLISION GREEN BAY							
	I-201602085610	CARSTAR WILSON AUTO COLLISION	R	2/17/2016		635.10CR	077668	
	I-30326B	CARSTAR WILSON AUTO COLLISION	R	2/17/2016		962.69CR	077668	1,597.79
0536	CDW GOVERNMENT INC							
	I-BRX1604	CDW GOVERNMENT INC	R	2/17/2016		5,031.04CR	077669	
	I-BSL4882	CDW GOVERNMENT INC	R	2/17/2016		43.34CR	077669	
	I-BTG1494	CDW GOVERNMENT INC	R	2/17/2016		264.68CR	077669	
	I-BWT2515	CDW GOVERNMENT INC	R	2/17/2016		11.39CR	077669	
	I-BXC5469	CDW GOVERNMENT INC	R	2/17/2016		4,895.10CR	077669	10,245.55
6575	CEDAR CORP							
	I-87369	CEDAR CORP	R	2/17/2016		36,040.00CR	077670	36,040.00
1	CENTER FOR CHILDHOOD SAFETY							
	I-201602085613	21	R	2/17/2016		46.38CR	077671	46.38

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2708	CLEANING SOLUTION SERVICES INC							
	I-11336	CLEANING SOLUTION SERVICES INC	R	2/17/2016		66.34CR	077672	66.34
0217	COUNTRY VISIONS COOPERATIVE							
	I-201602085614	COUNTRY VISIONS COOPERATIVE	R	2/17/2016		19.99CR	077673	19.99
6946	DEAN ENTERPRISES LLC							
	I-D-35425	DEAN ENTERPRISES LLC	R	2/17/2016		103.50CR	077674	103.50
0075	DIGGERS HOTLINE INC							
	I-160 1 36401	DIGGERS HOTLINE INC	R	2/17/2016		92.05CR	077675	92.05
7249	DLZ							
	I-135427	DLZ	R	2/17/2016		1,124.97CR	077676	1,124.97
3782	EMBLEM ENTERPRISES INC							
	I-638142	EMBLEM ENTERPRISES INC	R	2/17/2016		280.59CR	077677	280.59
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-0116-2399	EMPLOYEE RESOURCE CENTER INC	R	2/17/2016		414.00CR	077678	414.00
7095	ENVIRO SCIENCES/ALPHA ENERGY INC.							
	I-11707	ENVIRO SCIENCES/ALPHA ENERGY I	R	2/17/2016		160.00CR	077679	160.00
3452	ESRI INC							
	I-93088343	ESRI INC	R	2/17/2016		14,822.34CR	077680	14,822.34
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-15150	FIRE APPARATUS & EQUIPMENT INC	R	2/17/2016		25.46CR	077681	25.46
0098	FLY ME FLAG CO INC							
	I-7137	FLY ME FLAG CO INC	R	2/17/2016		108.69CR	077682	108.69
0562	GALL'S INC							
	I-4768815	GALL'S INC	R	2/17/2016		23.70CR	077683	
	I-4769978	GALL'S INC	R	2/17/2016		200.26CR	077683	
	I-4780770	GALL'S INC	R	2/17/2016		107.95CR	077683	
	I-4790977	GALL'S INC	R	2/17/2016		16.50CR	077683	
	I-4797091	GALL'S INC	R	2/17/2016		55.79CR	077683	
	I-4808155	GALL'S INC	R	2/17/2016		114.24CR	077683	518.44
6923	GORDON FLESCH COMPANY INC.							
	I-IN11379966	GORDON FLESCH COMPANY INC.	R	2/17/2016		106.00CR	077684	
	I-IN11407884	GORDON FLESCH COMPANY INC.	R	2/17/2016		106.00CR	077684	212.00

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			TYPE	DATE			NO#	AMOUNT
0116	GRAINGER INC							
	I-9007838775	GRAINGER INC	R	2/17/2016		59.45CR	077685	59.45
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-983219145	GRAYBAR ELECTRIC COMPANY INC	R	2/17/2016		105.36CR	077686	
	I-983271263	GRAYBAR ELECTRIC COMPANY INC	R	2/17/2016		26.52CR	077686	131.88
0124	GREEN BAY CITY TREASURER							
	I-103964	GREEN BAY CITY TREASURER	R	2/17/2016		106.70CR	077687	106.70
3521	HD SUPPLY WATERWORKS LTD							
	I-E833687	HD SUPPLY WATERWORKS LTD	R	2/17/2016		221.00CR	077688	
	I-E957353	HD SUPPLY WATERWORKS LTD	R	2/17/2016		132.00CR	077688	
	I-F028660	HD SUPPLY WATERWORKS LTD	R	2/17/2016		405.36CR	077688	758.36
0912	HEID MUSIC CO							
	I-201602085611	HEID MUSIC CO	R	2/17/2016		25.00CR	077689	25.00
5484	HYDROCORP INC							
	I-37981-IN	HYDROCORP INC	R	2/17/2016		2,876.00CR	077690	
	I-38082-IN	HYDROCORP INC	R	2/17/2016		3,325.00CR	077690	6,201.00
1399	INDOFF INC							
	C-2750298	INDOFF INC	R	2/17/2016		39.98	077691	
	I-2743682	INDOFF INC	R	2/17/2016		241.01CR	077691	
	I-2750299	INDOFF INC	R	2/17/2016		474.96CR	077691	
	I-2751635	INDOFF INC	R	2/17/2016		46.95CR	077691	722.94
0567	INDUSTRIAL MARKETING CORP							
	I-40542	INDUSTRIAL MARKETING CORP	R	2/17/2016		462.77CR	077692	
	I-40625	INDUSTRIAL MARKETING CORP	R	2/17/2016		124.40CR	077692	587.17
7114	JONES SIGN CO INC.							
	I-15-14 (3)	JONES SIGN CO INC.	R	2/17/2016		35,127.56CR	077693	35,127.56
2602	JOSSART BROTHERS INC							
	I-9-156	JOSSART BROTHERS INC	R	2/17/2016		1,536.69CR	077694	
	I-9-157	JOSSART BROTHERS INC	R	2/17/2016		1,604.25CR	077694	
	I-9-159	JOSSART BROTHERS INC	R	2/17/2016		1,888.59CR	077694	5,029.53
1276	JX ENTERPRISES INC							
	I-D-260250023	JX ENTERPRISES INC	R	2/17/2016		202.64CR	077695	
	I-D-260250148	JX ENTERPRISES INC	R	2/17/2016		102.60CR	077695	
	I-D-260250159	JX ENTERPRISES INC	R	2/17/2016		31.03CR	077695	
	I-D-260320102	JX ENTERPRISES INC	R	2/17/2016		74.55CR	077695	
	I-D-260330020	JX ENTERPRISES INC	R	2/17/2016		528.14CR	077695	
	I-D-260340116	JX ENTERPRISES INC	R	2/17/2016		16.82CR	077695	955.78

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			TYPE	DATE			NO#	AMOUNT
7269	K KELLY INC							
	I-28793	K KELLY INC	R	2/17/2016		32,138.00CR	077696	
	I-HS-4860	K KELLY INC	R	2/17/2016		109.00CR	077696	32,247.00
0149	KIMCO ENGRAVING INC							
	I-28129	KIMCO ENGRAVING INC	R	2/17/2016		41.41CR	077697	41.41
3140	KUNDINGER FLUID POWER INC							
	I-50366356	KUNDINGER FLUID POWER INC	R	2/17/2016		51.91CR	077698	51.91
0153	LAFORCE INC							
	I-913455 RI	LAFORCE INC	R	2/17/2016		18.00CR	077699	
	I-917069 RI	LAFORCE INC	R	2/17/2016		1,540.00CR	077699	
	I-917084 RI	LAFORCE INC	R	2/17/2016		65.20CR	077699	1,623.20
0159	LEXIS NEXIS INC							
	I-1601250037	LEXIS NEXIS INC	R	2/17/2016		214.00CR	077700	214.00
4972	MACCO'S COMMERCIAL INTERIORS INC							
	I-CG582826	MACCO'S COMMERCIAL INTERIORS I	R	2/17/2016		100.00CR	077701	100.00
5207	MDE INC							
	I-6718	MDE INC	R	2/17/2016		550.00CR	077702	550.00
0173	MENARDS INC							
	I-77688	MENARDS INC	R	2/17/2016		41.43CR	077703	
	I-78228	MENARDS INC	R	2/17/2016		146.88CR	077703	
	I-78410	MENARDS INC	R	2/17/2016		48.94CR	077703	
	I-78473	MENARDS INC	R	2/17/2016		37.96CR	077703	
	I-78756	MENARDS INC	R	2/17/2016		54.97CR	077703	330.18
3191	NIELSON COMMUNICATIONS INC							
	I-AT10426	NIELSON COMMUNICATIONS INC	R	2/17/2016		49.90CR	077704	49.90
0531	NORTHEAST AUTO PARTS INC							
	I-307844	NORTHEAST AUTO PARTS INC	R	2/17/2016		9.30CR	077705	
	I-308345	NORTHEAST AUTO PARTS INC	R	2/17/2016		10.29CR	077705	
	I-308442	NORTHEAST AUTO PARTS INC	R	2/17/2016		11.54CR	077705	
	I-308447	NORTHEAST AUTO PARTS INC	R	2/17/2016		25.95CR	077705	
	I-308454	NORTHEAST AUTO PARTS INC	R	2/17/2016		19.12CR	077705	
	I-308466	NORTHEAST AUTO PARTS INC	R	2/17/2016		3.99CR	077705	
	I-308505	NORTHEAST AUTO PARTS INC	R	2/17/2016		36.49CR	077705	
	I-308587	NORTHEAST AUTO PARTS INC	R	2/17/2016		128.23CR	077705	
	I-308644	NORTHEAST AUTO PARTS INC	R	2/17/2016		47.28CR	077705	
	I-308665	NORTHEAST AUTO PARTS INC	R	2/17/2016		47.92CR	077705	340.11

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			TYPE	DATE			NO#	AMOUNT
3250	NORTHERN LAKE SERVICE							
	I-289579	NORTHERN LAKE SERVICE	R	2/17/2016		704.00CR	077706	704.00
0187	NSIGHT TELS SERVICES							
	I-201602095615	NSIGHT TELS SERVICES	R	2/17/2016		64.40CR	077707	64.40
7347	OSHKOSH TENT & AWNING CO INC							
	I-53205	OSHKOSH TENT & AWNING CO INC	R	2/17/2016		6,327.00CR	077708	6,327.00
3788	OTTO ENGINEERING INC							
	I-900118	OTTO ENGINEERING INC	R	2/17/2016		61.08CR	077709	61.08
0197	PACKER CITY INTERNATIONAL INC							
	I-X101038124:01	PACKER CITY INTERNATIONAL INC	R	2/17/2016		44.52CR	077710	
	I-X101038247:01	PACKER CITY INTERNATIONAL INC	R	2/17/2016		124.07CR	077710	168.59
4476	PAUL CONWAY SHIELDS CORP							
	I-378053-IN	PAUL CONWAY SHIELDS CORP	R	2/17/2016		268.50CR	077711	
	I-378389-IN	PAUL CONWAY SHIELDS CORP	R	2/17/2016		1,633.90CR	077711	
	I-378619-IN	PAUL CONWAY SHIELDS CORP	R	2/17/2016		1,656.50CR	077711	3,558.90
5476	PERSONNEL EVALUATION INC							
	I-16791	PERSONNEL EVALUATION INC	R	2/17/2016		44.00CR	077712	44.00
0208	POMP'S TIRE SERVICE INC							
	I-90029574	POMP'S TIRE SERVICE INC	R	2/17/2016		41.50CR	077713	41.50
6741	PRIME MEDIA ACQUISITION CORP							
	I-7926-IN	PRIME MEDIA ACQUISITION CORP	R	2/17/2016		314.08CR	077714	314.08
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-416256	PROFESSIONAL SERVICE INDUSTRIE	R	2/17/2016		1,166.00CR	077715	
	I-416257	PROFESSIONAL SERVICE INDUSTRIE	R	2/17/2016		1,370.00CR	077715	2,536.00
5055	QUALITY TRUCK CARE CENTER INC							
	I-DS136590	QUALITY TRUCK CARE CENTER INC	R	2/17/2016		3,090.20CR	077716	3,090.20
0220	QUILL CORP							
	I-2658191	QUILL CORP	R	2/17/2016		219.93CR	077717	219.93
7217	RAILWORKS TRACK SYSTEMS INC.							
	I-108957	RAILWORKS TRACK SYSTEMS INC.	R	2/17/2016		3,825.00CR	077718	3,825.00

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			TYPE	DATE			NO#	AMOUNT
1359	RAY O'HERRON CO INC							
	I-1606263-IN	RAY O'HERRON CO INC	R	2/17/2016		434.91CR	077719	434.91
6971	RENNERT'S FIRE EQUIP SERV INC.							
	I-34419	RENNERT'S FIRE EQUIP SERV INC.	R	2/17/2016		12.46CR	077720	12.46
2604	RIESTERER & SCHNELL INC							
	I-952069	RIESTERER & SCHNELL INC	R	2/17/2016		510.40CR	077721	510.40
7348	SHERPA SOFTWARE							
	I-201602095616	SHERPA SOFTWARE	R	2/17/2016		3,900.00CR	077722	3,900.00
4820	TASER INTERNATIONAL INC							
	I-SI1424193	TASER INTERNATIONAL INC	R	2/17/2016		16,041.85CR	077723	16,041.85
1528	TEAM APPAREL & SPECIALTIES INC							
	I-85910	TEAM APPAREL & SPECIALTIES INC	R	2/17/2016		140.00CR	077724	140.00
1695	TOYS FOR TRUCKS							
	I-19294	TOYS FOR TRUCKS	R	2/17/2016		480.00CR	077725	480.00
0417	TWEET GAROT MECHANICAL INC							
	I-28688	TWEET GAROT MECHANICAL INC	R	2/17/2016		726.50CR	077726	726.50
0769	ULTRAMAX CORP							
	I-156356	ULTRAMAX CORP	R	2/17/2016		729.00CR	077727	729.00
0272	UNIFORM SHOPPE INC							
	I-251496	UNIFORM SHOPPE INC	R	2/17/2016		53.95CR	077728	
	I-251562	UNIFORM SHOPPE INC	R	2/17/2016		238.85CR	077728	
	I-251610	UNIFORM SHOPPE INC	R	2/17/2016		228.80CR	077728	
	I-251617	UNIFORM SHOPPE INC	R	2/17/2016		49.95CR	077728	
	I-251833	UNIFORM SHOPPE INC	R	2/17/2016		35.90CR	077728	
	I-251883	UNIFORM SHOPPE INC	R	2/17/2016		10.00CR	077728	
	I-251886	UNIFORM SHOPPE INC	R	2/17/2016		344.00CR	077728	961.45
7015	US BANK EQUIPMENT FINANCE							
	I-297303885	US BANK EQUIPMENT FINANCE	R	2/17/2016		438.93CR	077729	438.93
0277	VAN'S FIRE & SAFETY INC							
	I-4081280	VAN'S FIRE & SAFETY INC	R	2/17/2016		55.00CR	077730	55.00

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			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4770	VERIZON WIRELESS							
	I-9758717133	VERIZON WIRELESS	R	2/17/2016		546.13CR	077731	546.13
3707	VIKING ELECTRIC SUPPLY							
	I-1098828	VIKING ELECTRIC SUPPLY	R	2/17/2016		107.99CR	077732	107.99
0238	WAUSAU EQUIPMENT CO INC							
	I-5214665	WAUSAU EQUIPMENT CO INC	R	2/17/2016		970.80CR	077733	
	I-5218136	WAUSAU EQUIPMENT CO INC	R	2/17/2016		164.67CR	077733	1,135.47
0282	WESCO DISTRIBUTION INC							
	I-392853	WESCO DISTRIBUTION INC	R	2/17/2016		61.83CR	077734	61.83
1199	WI CHIEFS OF POLICE ASSOCIATION INC							
	I-201602095618	WI CHIEFS OF POLICE ASSOCIATIO	R	2/17/2016		65.00CR	077735	65.00
2645	WI DEPT OF JUSTICE							
	I-201602095619	WI DEPT OF JUSTICE	R	2/17/2016		28.00CR	077736	28.00
6118	WI DEPT OF JUSTICE - TIME							
	I-T20469	WI DEPT OF JUSTICE - TIME	R	2/17/2016		300.00CR	077737	
	I-T20470	WI DEPT OF JUSTICE - TIME	R	2/17/2016		703.50CR	077737	1,003.50
3205	WI DEPT OF NATURAL RESOURCES							
	I-201602095620	WI DEPT OF NATURAL RESOURCES	R	2/17/2016		30.00CR	077738	30.00
1952	WI DEPT OF REVENUE							
	I-201602095621	WI DEPT OF REVENUE	R	2/17/2016		10,263.99CR	077739	10,263.99
6500	WI DEPT OF SAFETY AND PROF SERV							
	I-397429	WI DEPT OF SAFETY AND PROF SER	R	2/17/2016		50.00CR	077740	50.00
6469	WI DOCUMENT IMAGING							
	I-65100	WI DOCUMENT IMAGING	R	2/17/2016		724.66CR	077741	724.66
7350	WI MEDIA							
	I-9579008	WI MEDIA	R	2/17/2016		137.90CR	077742	137.90
7349	WINNEBAGO COUNTY HEALTH DEPT							
	I-201602095617	WINNEBAGO COUNTY HEALTH DEPT	R	2/17/2016		100.00CR	077743	100.00
0300	ZARNOTH BRUSH WORKS INC							
	I-158348-IN	ZARNOTH BRUSH WORKS INC	R	2/17/2016		110.90CR	077744	110.90

Attachment: 2-17-16 VOUCHERS (4417 : Voucher Approval.)

PACKET: 05056 FEB 2016 COUNCIL - 2

VENDOR SET: 01

BANK : AP ASSOCIATED

24.a

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	99	0.00	246,487.33	246,487.33
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	246,487.33	246,487.33

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 2-17-16 VOUCHERS (4417 : Voucher Approval.)

PACKET: 05056 FEB 2016 COUNCIL - 2

24.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	2/2016	133,246.00CR
201	2/2016	5,306.12CR
208	2/2016	82.81CR
405	2/2016	77,528.56CR
601	2/2016	18,616.16CR
650	2/2016	11,707.68CR
=====		
ALL		246,487.33CR

Attachment: 2-17-16 VOUCHERS (4417 : Voucher Approval.)

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

MEETING DATE: February 17, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 02-17-16 OPERATOR LICENSE LIST.PDF (PDF)

CITY OF DE PERE -February 17, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	SADOWSKI, MORGAN L.	1510 ST. AGNES DR.	GREEN BAY	WI	54304
New Operator License Applications for the 2014-2016 Licensing Period					
1	BEGGS, SARAH L.	124 STEWART ST.	CLINTONVILLE	WI	54929
2	CAVAZOS, JULIA M.	655 TRUMPETER TRL., #7	DE PERE	WI	54115
3	ROBINSON, HEATHER R.	1269 VANDERBRAAK ST.	GREEN BAY	WI	54302
4	SEDOVIC, JAMES R.	308 LIBAL ST.	DE PERE	WI	54115
5	NAPIER JR., ROGER A.	1975 SCHEURING RD.	DE PERE	WI	54115
6	WILSON, KATHRYN G.	1639 SWAN RD., #6	DE PERE	WI	54115
7	ZAUCHA, ALISSA J.	3931 TOWNLINE RD.	WISCONSIN RAPIDS	WI	54494

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

MEETING DATE: February 17, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-23, Ratifying Contract with the De Pere Police Benevolent Association.

ATTACHMENTS:

- Mayor & CC - Police TA 2-10-16 (PDF)
- Reso16-23 (DOCX)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council

From: Judith Schmidt-Lehman, City Attorney
Shannon Metzler, Human Resources Director
Derek Beiderwieden, Police Chief

RE: Successor Collective Bargaining Agreement with De Pere Police Benevolent Association

Date: February 10, 2016

This item is noticed for a possible closed session in order to allow the Council to convene in closed session if any Council member wishes to discuss additional or further negotiations of this contract. If there is no desire to discuss further negotiations, going into closed session is not necessary.

Below is the Tentative Agreement between the parties for the collective bargaining agreement covering the period January 1, 2016 – December 31, 2017 which was ratified by the Police Benevolent Association on February 9, 2016. The Finance/Personnel Committee reviewed these changes and recommends approval.

1. Article 4 (Association Activity); revise the 4th paragraph as follows:

The Bargaining Unit shall be limited to no more than three members plus one alternate. Up to two members of the Association's Bargaining Committee shall be paid their regular wages while attending negotiation meetings with representatives of the City during their regular working hours. No payment of wages by the City shall be made for negotiating time outside that member's regular workday. Such member may be called from negotiation meetings, ~~in case of emergencies.~~ This provision is limited to negotiations held with respect to wages, hours, and conditions of employment.

2. Article 8 (Hours of Work); revise as follows:

The established schedule of work for shift employees shall consist of six (6) workdays followed by three (3) off days on a repeating cycle, with each day consisting of an eight (8) hour and fifteen (15) minute shift. The established schedule for personnel assigned to non-shift duties shall be five (5) eight (8) hour workdays scheduled Monday through Sunday. The schedule of work for probationary Patrol Officers participating in the Field Training Program shall be established by the Chief or the Chief's designee. Probationary officers shall not work alone or fill staffing needs while in the Field Training Program.

The established work schedule for employees in positions of the Detective Sergeant, Police School Liaison Officer, and Community Resource Officer will be

Monday through Friday with Saturday and Sunday being off days. The established work week schedule for employees in the position of Detective Sergeant may be modified upon mutual consent of the Chief, or Chief's designee and the Detective Sergeant.

3. Article 8 (Hours of Work); Minimum staffing language clean-up as follows:

Shift Replacement

Six day block vacations.

Whenever a shift drops below ~~minimum~~ identified staffing level because of vacation, it will be increased to the ~~minimum~~ identified staffing level in the following manner:

The junior officer in the same group number from a shift with staffing above the ~~minimum~~ identified staffing level will be reassigned to the shift that is below the ~~minimum~~ identified staffing level.

If two shifts have staffing above the identified staffing level ~~minimum~~, then the needs of the department will determine from which shift the officer will be reassigned.

Less than six day block vacations.

In cases where less than six day block vacations have been signed in the vacation book and approved and it causes the staffing levels to drop below the identified level ~~minimum~~, the Administration reserves the right to reassign staff giving due consideration to overtime required and then seniority.

Extended Sick Leave.

Any sick leave of three days or more will be considered extended sick leave and staff will be reassigned to meet the ~~minimum~~ identified staffing level in the same manner as the six day block vacation.

Short Term Sick Leave.

If an officer calls in sick and his/her shift is not below the ~~minimum~~ identified staffing level, then the shift will work with the staff available on that shift. If an officer calls in sick and his/her shift would drop below the ~~minimum~~ identified staffing level, then a replacement will be called by using the call-in book. If no officer volunteers to work, then the junior officer from the preceding shift will be held over for four hours and the junior officer from the next shift will be notified to come in four hours early.

Off Time, Holiday Time, Schedule Equalization Hours, and Vacation Days not Signed in Vacation Book.

Requests for off time, holiday time, and vacation days not signed in vacation book will be addressed as to the minimum identified staffing level for the shift requested off. Staff will not be reassigned to accommodate off time, holiday time, schedule equalization hours or vacation days not signed in vacation book.

4. Article 8: add the following after “Off Time, Holiday Time, Schedule Equalization Hours, and Vacation Days not Signed in Vacation Book.”

Daylight Savings Time

When clocks are adjusted for daylight savings time, employees shall be compensated according to actual hours worked, rather than according to the clock. Overtime shall commence after 8.25 hours worked, as specified in Article 9.

5. Article 9 (Overtime): Additional Minimum Staffing language clean-up to 1st paragraph:

Overtime is work in addition to the established schedule of hours of work per day or per work period. Employees shall earn overtime at a rate of time and one-half for overtime hours worked and for overtime hours earned due to required attendance at schools or training programs. Movement of officers from regularly assigned shifts will not create overtime unless it causes more than eight (8) hours and 15 (fifteen) minutes of work in a twenty-four (24) hour period commencing the first hour worked in such twenty-four (24) hour period. If a vacancy is created after the posting of the monthly schedule and that vacancy drops below the identified staffing ~~below minimum levels (per the minimum staffing addendum annexed to this agreement)~~ then those hours will be filled on an overtime basis. (Exception, Extended Sick Leave per Article 8.)

6. Article 9 (Overtime): revise sixth paragraph as follows:

Employees shall be entitled to a minimum of three (3) hours call time if an officer is called to, and reports for, work for an emergency or other reason outside of the officer's assigned shift including, but not limited to, appearances in court outside of the officer's regularly assigned shift. Employees who engage in required, duty-related telephone conferences (other than for completion of reports) while off duty are entitled to overtime for the length of the call only. Any employee scheduled for a court appearance, which is subsequently canceled after 5:00 p.m. the day prior to such scheduled court appearance shall be entitled to a minimum of three (3) hours call time. For De Pere Municipal Court cases, in order to receive court cancellation call time, employee shall be required to check their voicemail after 5:00 p.m. the day prior to such scheduled court appearance. Clerical staff will notify officers by voicemail of trial cancellations as soon as practicable. For all other Court appearances, the employee shall ~~check~~ follow the

court cancellation process implemented by the court involved, ~~with the~~ Automated Court Cancellation Service on or after 5:00 p.m. of the day prior to the scheduled Court appearance. City shall provide employees with each Court cancellation process via city email and place on the Administration bulletin board. Employees shall be entitled to a minimum three (3) hours call-in time only for Court appearances, which are not identified as being cancelled by such Court cancellation process.~~the Automated Court Cancellation Service before 5:00 p.m. on such date.~~ All employees scheduled for a Court appearance, which has been cancelled shall immediately notify the shift supervisor of such cancellation.

7. Article 9 (payment of accrued overtime); revise as follows:

Payment for accumulated overtime under 180 hours will be paid at an employee's request provided the request is included and approved on the employee's time sheet submission to payroll for the corresponding pay period.~~by filing a written voucher requesting such payment with the Chief or the Chief's designee at least ten (10) days prior to the end of the pay period for which the request is made.~~

8. Article 12 (Pay Period; Salaries); increase salaries as follows:

January 1, 2016: +2%
January 1, 2017: +2%

9. Article 12 (Pay Period; Wage Schedule); revise as follows:

Wage Schedule

A Patrol Officer may be assigned the duties of Shift Supervisor only after all available Patrol Sergeants have been offered the assignment. When a Patrol Officer is assigned the duties of Shift Supervisor ~~in the absence of a Patrol Sergeant~~, said employee shall be compensated an additional \$2 per hour ~~at the minimum level of a Sergeant~~ for the time worked in said capacity, except where the absence of the Patrol Sergeant is due to a voluntary schedule change as permitted in this agreement or as permitted by department policy. No established practice with respect to temporary assignment of Patrol Officer to the position of Shift Supervisor is recognized or shall be claimed by the employee. Employer specifically reserves the right as a management prerogative to assign the duties of Shift Supervisor to other ranked personnel, a Captain or a Chief of Police, at its discretion. When a Sergeant switches shifts with a Patrol Officer, the scheduled Sergeant will be the Shift Supervisor.

10. ARTICLE 14: (Shift Differential); revise as follows:

Employees, regardless of rank, whose normal duty assignments requires working a shift that begins during the following times, shall receive additional compensation as follows:

- (a) 12:00 noon to 5:59 p.m. - ~~Fifty~~^{forty}-five (~~\$45~~^{\$50}.00) Dollars per month.
- (b) 6:00 p.m. to 12:00 midnight - ~~Seventy~~^{sixty} (~~\$70~~^{\$60}.00) Dollars per month

11. Article 16 (Clothing Allowance); revise 1st paragraph as follows:Clothing Allowance

All new hires shall receive an initial clothing issue consisting of such minimum requirements as are determined and approved by the Chief or the Chief's designee. Employees will, thereafter, receive the following ~~an~~ annual clothing allowance:

2016: \$475

2017: \$500

~~of \$440 annually.~~ Such annual allowance shall commence on January 1 following employment for all hired before June 1. Employees hired on or after June 1 shall receive their first clothing allowance on the second January 1 following their date of hire.

12. Article 17 (Hospitalization, Dental, and Long-Term Disability); clarify 1st paragraph as follows:

The City shall pay eighty-five percent (85%) of the monthly premium cost for the health insurance plan. ~~The funds, if any, in the current HRA account, shall remain available to the employee, and shall vest to that employee under the terms described in the expired 2011-13 Agreement.~~ Any funds in an employee's HRA account as of December 31, 2015 shall vest with that employee under the terms described in the expired 2011-2013 Agreement.

13. Article 17 (Hospitalization, Dental, and Long-Term Disability); revise Dental as follows:Dental

The City shall provide dental insurance coverage equivalent to that provided on December 31, 1978, or as otherwise mandated by the laws of the State of Wisconsin. The City will pay eighty-five percent (85%) of the monthly premium cost for the dental insurance plan. ~~one hundred (100%) percent up to a maximum of Thirty (\$30.00) Dollars of the monthly premium cost for individual coverage or family coverage.~~

- 14. Article 17 (Hospitalization, Dental, and Long-Term Disability);** add new paragraph at end of current Article:

Identity Theft Insurance

City will provide identity theft insurance coverage for employees as provided to general employees of the City. The City has the right to cancel, change or modify such coverage at any time for any reason, except that no cost for any of the same shall be borne by Association members. In the event a premium contribution is required by City, coverage for Association members shall terminate the month in which such contribution is required.

- 15. Article 24 (Sick Leave),** revise 1st paragraph as follows:

Sick Leave

Employees earning wages for hours actually worked or on approved leave pursuant to the Vacations, Holiday and Holiday Pay, Emergency Leave, Jury Duty, and Workers Compensation Benefits articles of this agreement, for not less than eighty (80) hours during any calendar month, shall accumulate sick leave at a rate of one (1) day per month. Sick leave may be accumulated up to a maximum accumulation of one hundred twenty (120) working days. In order to be granted sick leave with pay, the employee must adhere to the following:

- (a) Report promptly to the Chief or the Chief's designee the reason for his/her absence if he/she is unable to report for duty.
- (b) Permit the City to make such medical examinations or nursing visits as it deems desirable.
- (c) Payment of sick leave will be made upon filing of a sick leave voucher approved by the Chief. Failure to submit any required medical certificate within 24 hours of return to duty shall result in no sick leave pay for the time off work.
- (d) The City can require the employee to Ssubmit a medical certificate for any absence of more than two (2)three (3) working days. if required by the City. City shall reimburse employee for the medical bill incurred in obtaining the medical certificate.

16. Article 24 (Sick Leave), revise 3rd paragraph as follows:

Upon discontinuance of employment of an employee who has met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or qualified for a disability pension as defined at Chapter 41, Wis. Stats., the City shall pay the retired employee's monthly health insurance premium, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below of the value of any accumulated and unused sick pay not to exceed 120 days, effective January, 1988, standing to the credit of that employee as of that employee's date of retirement, and further provided that such payments shall be made only until the employee reaches Medicare eligibility his/her 65th birthday, subject to other limitations contained in this Article.

17. Article 31 (Education Expenses); revise 1st paragraph as follows:

Education Expenses

Effective January 1, 1996, the City shall establish an education reimbursement fund in the amount of Three One Thousand Five Hundred (\$3,000.00~~1,500.00~~) Dollars annually. The fund shall not prepay any expenses but shall be used to reimburse an employee for costs, which are personally incurred. An employee shall request education cost reimbursement in writing prior to enrollment. The request shall include a description of the anticipated course, summary of anticipated expenses, and probable time schedule. The Chief shall review the application and determine reimbursement eligibility. In order to qualify for reimbursement under this Article, the course must be required for the attaining of a degree in police career enhancement and previously approved of by the Chief of Police.

18. Article 39 (Duration); revise as follows:

This agreement shall become effective as of January 1, 2014~~6~~, and remain in force and effect to and including December 31, 2015~~7~~, and shall renew itself for additional one (1) year periods until, and unless, a subsequent agreement is entered into.

RESOLUTION #16-23

RATIFYING CONTRACT WITH THE DE PERE POLICE BENEVOLENT ASSOCIATION

BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere,

Wisconsin, as follows:

That the Common Council of the City of De Pere hereby ratifies the amendments to the 2014-2015 labor agreement by and between the City and the De Pere Police Benevolent Association which amendments shall be incorporated in and made a part of the labor agreement to be in effect between the parties for the years 2016 and 2017; the Mayor and Clerk-Treasurer are authorized and directed to execute such amended labor agreement and to implement the amendments contained in said agreement as soon as practicable and consistent with established procedures.

BE IT FURTHER RESOLVED THAT:

All City officers, officials 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 17th day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-23 (4397 : Resolution #16-23, Ratifying Contract with Police)