



Common Council

Regular Meeting

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

Agenda

Wednesday, February 16, 2022

7:30 PM

Council Chambers and Virtual

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 16, 2022** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

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

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the February 1, 2022 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Recommendation from the Finance/Personnel Committee to Accept a \$250 Sponsorship from the Kress Inn and Bemis Conference Center in Support of De Pere TV.
6. Recommendation from Finance/Personnel Committee to Accept an \$835 Donation from De Pere Walmart to the Police Department for Four Flat Screen Monitors.
7. Recommendation from Finance/Personnel Committee to Approve Proposed Grant Management Policy.
8. Recommendation from Finance/Personnel Committee to Approve Request For Proposals for Grant Services.
9. Recommendation from Finance/Personnel Committee to Designate the American Rescue Plan Act (ARPA) funds as a Revenue Loss.
10. Recommendation from the Board of Public Works on award of Contract 21-09 Matthew Drive Pond Reconstruction to Peters Concrete Company in the amount of \$409,108.60
11. Recommendation from the Board of Public Works on award of Contract 21-16 Mystic Creek Subdivision Construction to Kruczek Construction Company in the amount of \$3,250,000 upon completion of staff contingencies

12. Recommendation from the Board of Public Works on award of Contract 22-05 Sidewalk and Curb Repair to Jim Fischer, Inc in the amount of \$316,620
13. Recommendation from the Board of Public Works on award of Contract 22-15 Sewer Televising to Green Bay Pipe & TV, LLC in the amount of \$44,128.75
14. Resolution #22-07 Authorizing Agreement for Contractor Services Between the City of De Pere and Excel Underground, LLC (Utility Locating Services).
15. Resolution #22-08 Authoring Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking - Curb & Gutter and Sidewalk).
16. Resolution #22-09 Authorizing Agreement for Contractor Services Between the City of De Pere and ESI Ltd. (Concrete Grinding Sidewalk-Variou Locations).
17. Resolution #22-10 Amending Resolution #21-113 (Adoption of Tax Levy for City Purposes to Support the 2022 City Budget) by Reapportionment of \$87,950 from General Fund - Unassigned Reserves and \$49,427 from the Pool Referendum Fund for Additional Staffing Positions and two Additional Cubicles for City Hall Second Floor.
18. Resolution #22-11 Authorizing Agreement for Consulting Services Between the City of De Pere and St. Norbert College Strategic Research Institute (Community Survey).
19. Resolution #22-12 Approving nCourt Payment Processing Services Statement of Work for Municipal Court Payment Processing Services.
20. Resolution #22-13 Approving Lease Agreement with Gordon Flesch Company, Inc. (Photocopy Equipment-Police Department).
21. Voucher approval.
22. Future agenda items.
23. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the February 1, 2022 Common Council meeting.

ATTACHMENTS:

- 2-1-22 Common Council Minutes_draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, February 1, 2022

7:30 PM

Council Chambers and Virtual

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

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Mike Eserkaln	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kunding	Aldersperson	Remote	
Shana Defnet Ledvina	Aldersperson	Present	
John Quigley	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Kelly Ruh	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the January 18, 2022 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Kelly Ruh, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

4. Public Hearing on a request to rezone Part of Parcels WD-0104 and WD-L49668 at 2400 Blk Lost Dauphin Rd from R-1 (Single Family Residence District) to R-3 (Multiple Family Residence District).

A. Notice of public hearing.

Clerk Carey Danen reported that the public hearing notice was published in the Press Times on January 14 and January 21, 2022.

B. Recommendation from the Plan Commission.

Development Services Director Dan Lindstrom reported that the rezoning was requested to allow for multi- and 2 family units in a proposed future subdivision. Discussion followed regarding appropriate use, location, and size. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

C. Ordinance #22-01 Rezoning Certain Property from R-1 Single Family Residence District to R-3 Multiple Family Residence District (Part of Parcels WD-D0104 and WD-L496; 2400 Block Lost Dauphin Road).

Alderson Hansen asked if a buffer would be needed between the new development and the dog park to the west. Dan Lindstrom reported that the train tracks create the required separation distance. Alderson Carpenter asked if the Plan Commission would have any input on the design of the proposed apartment complex; Dan explained that Plan Commission and staff will be able to respond to the site plan when it is submitted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Shana Defnet Ledvina, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

5. Public comment upon matters not on the agenda.
None.

6. Recommendation from Plan Commission to approve a 104 lot and 4 outlot preliminary plat of Waterview Heights Fifth Addition at 2400 BLK Lost Dauphin RD (Parcels WD-D0104, WD-L496).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Quigley, Alderson
SECONDER:	Dean Raasch, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

7. Recommendation from Plan Commission to approve an extraterritorial 2 lot certified survey map at 1927 Williams Grant DR in the Town of Lawrence (Parcel L-433-1).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Dan Carpenter, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

8. Recommendation from Plan Commission to approve a 2 lot certified survey map at 3234 Old Janssen TR (Parcel ED-R53).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderson
SECONDER:	Shana Defnet Ledvina, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

9. Recommendation from Plan Commission to approve a 74 lot and 3 outlot preliminary extraterritorial plat of Grande Ridge Estates First Addition at 3300 BLK Heritage RD in the Town of Ledgeview (Parcels D-449-2, D-449-2-1, D-450-1, D-450-2).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

10. Recommendation from Plan Commission to approve a 97 lot and 2 outlot final plat of Mystic Creek at 2200 BLK French RD (Parcel WD-L499).

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

11. Ordinance #22-02 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations (Schedule G Parking).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

12. Resolution #22-06 Authorizing Intergovernmental Cooperation Agreement Between the City of De Pere and the Village of Ashwaubenon Regarding Sharing of Equipment.

Alderperson Raasch asked if similar agreements have been entered into before. City Administrator Larry Delo replied that such agreements have typically been informal, for example if an ambulance was down. Staff wanted something more formal in place this time, because of the timeframe and the size of the equipment involved. City Attorney Judy Schmidt-Lehman explained that the City has a municipal aid agreement with other communities that covers people and equipment borrowed on a call. Larry explained that this time we're looking to borrow Ashwaubenon's ladder truck because ours needs repair. The intent is to broaden the agreement in the future and make it reciprocal; the agreement would only kick in if our ladder truck fails and we can't go forward with it. Staff doesn't want to spend a lot of money on repairs when the new ladder truck is on order. Alderperson Carpenter expressed concern about something happening to one of our firefighters if the current ladder truck fails while on a call. Larry stated that if staff feel the truck is a safety risk, they'll pull it offline. Alderperson Hansen asked if the agreement would provide monetary compensation if the City does need to use Ashwaubenon's truck. Larry responded that there would be no money exchanged for its use.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

13. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

14. Future agenda items.
None.

15. Discussion Regarding Possible Acquisition of Property for Public Purposes.
Alderperson Ledvina moved, seconded by Alderperson Carpenter to enter into closed session at 7:50 PM. Upon roll call vote, motion carried unanimously.
Alderperson Quigley moved, seconded by Alderperson Ledvina to open the meeting at 8:49 PM. Upon roll call vote, motion carried unanimously.

16. Adjournment.

Alderperson Carpenter moved, seconded by Alderperson Ledvina to adjourn the meeting at 8:50 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Information Technology

FROM: Justine Braun

SUBJECT: **Recommendation from the Finance/Personnel Committee to Accept a \$250 Sponsorship from the Kress Inn and Bemis Conference Center in Support of De Pere TV.**

Note: At its meeting on February 8, 2022, the Finance/Personnel Committee voted unanimously to approve this item and move it forward for final acceptance by the Common Council.

Staff is requesting approval to accept a \$250 sponsorship from the Kress Inn & Bemis Conference Center in support of De Pere TV. The organization will be recognized as a supporter on TV and online for one year and acknowledged with a letter of thanks. The sponsorship will be used to support ongoing De Pere TV operations. This is the organization's seventh year sponsoring De Pere TV.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: **Recommendation from Finance/Personnel Committee to Accept an \$835 Donation from De Pere Walmart to the Police Department for Four Flat Screen Monitors.**

Approved unanimously at the Finance Committee on February 8, 2022.

This \$835 donation in the form of 4 flat screen monitors would go to support the De Pere Police Department situational awareness initiative. Monitors will be mounted in the PD for posting the current calls for service from the Computer Aided Dispatch system, officer status, and officer locations on monitors in various places around the PD giving staff the ability to maintain situational awareness even while in the PD building. The monitors could also potentially be used to publish crime maps or other crime and suspect information of note.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Recommendation from Finance/Personnel Committee to Approve Proposed Grant Management Policy.

At its regular meeting on Tuesday, February 8, 2022, the Finance/Personnel Committee voted unanimously to approve this item and move it to the Common Council for final approval.

ATTACHMENTS:

- Proposed Grant Management Policy Memo to Personnel and Finance Committee 2-8-22 (PDF)
- Grant Management Policy 2-8-22 (PDF)

CITY OF DE PERE MEMO



To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: February 8, 2022

RE: City of De Pere Grant Management Policy

The Administration is proposing to implement a standardized grant management policy for the City. The City currently depends on staff throughout the organization to identify, solicit and manage grants for their departments. The amount of staff time available and experience in managing grants differs significantly from department to department including the methods used by staff to manage ongoing reporting requirements typically associated with grant awards.

The Administration is proposing to establish a centralized and standardized process for grant management. The proposed grant management policy establishes guidance for all City departments and staff and creates a centralized database developed by the City's IT Department and the Finance Department that would be shared by all departments for ongoing grant management purposes. The policy would also allow staff the opportunity to utilize the services of a grant management firm if the City authorizes the Administration's proposal to solicit and engage a firm for those services.

I have attached a copy of the proposed grant management policy for your review and consideration.

City of De Pere Grant Management Policy

2-8-22

Identifying Grant Opportunities

All City Departments will continuously attempt to identify grant opportunities for municipal operations and projects.

Grant Application Approval

Grant applications for \$10,000 or more in funds that are not already approved as part of the adopted budget as an intergovernmental revenue must be presented to a City Committee, Commission or Board for a recommendation to the City Council for final approval prior to submitting an application for a grant. Exception: The City Administrator may authorize an application for grants prior to receiving City Council authorization if the application does not commit the City to expend any funds that were not specifically approved in the annual budget for the purpose associated with the grant and delaying the application to receive city council authorization would prevent the grant application from being considered due to missing the grant application deadline. All City Administrator preauthorized grant applications must receive post submittal authorization by the City Council at a subsequent City Council meeting.

Grant Applications for less than \$10,000 can be submitted directly by staff with the approval of their Department Head without a City Committee, Commission or Board review and City Council approval if the application does not commit the City to expend any funds that were not specifically approved in the annual budget for the purpose associated with the grant, or if the grant application is already approved as part of the adopted budget as an intergovernmental revenue.

Grant Application Review Process

All grant applications must be reviewed by two or more City staff or an approved non-City third party (i.e., City auditor, engineering firm, etc.) before submittal of application documents.

Grant Application Acknowledgement Requirement

All grant applications must receive a written acknowledgement of appropriate receipt from the corresponding source of the grant to whom the application was submitted. A documented verbal receipt is also acceptable only when a written receipt is not available. Documented

receipt of the application must be reviewed and documented by City staff or an approved non-City third party and maintained in the grant file.

Continuous Grant Management

All grant applications must have their status documented on a quarterly basis by the City department that submitted the application or an approved non-City third party. The Finance Department will develop and manage an online report document available on a shared City drive that all City departments will utilize to document the status of pending, active and closed grants.

Use of Third Party for To Identify, Solicit and Manage Grants or Review of City Staff Application and Submittals

City staff may utilize a third party to identify, apply for and manage grants when authorized by the City Council. The City Administrator may preauthorize the use of a third party if the application does not commit the City to expend any funds that were not specifically approved in the annual budget for the purpose associated with the grant and delaying the application to receive city council authorization would prevent the grant application from being considered due to missing the grant application deadline. All City Administrator preauthorized use of a third party must receive post submittal authorization by the City Council at a subsequent City Council meeting.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Recommendation from Finance/Personnel Committee to Approve Request For Proposals for Grant Services.

The Finance/Personnel Committee voted unanimously at its meeting on February 8, 2022, to approve soliciting proposals for grant identification, submittal and management services and moving the item to the Common Council for approval of initiating the Request for Proposal process.

ATTACHMENTS:

- Proposed Grant Services RFP Memo to Personnel and Finance Committee 2-8-22 (PDF)
- City of De Pere Grant Services RFP 2022 (PDF)

CITY OF DE PERE MEMO



To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: February 8, 2022

RE: Grant Services Request for Proposals (RFP)

The Administration is seeking authorization to solicit proposals for professional grant identification, submittal and management services. The City currently depends on staff throughout the organization to identify and apply for grants for various projects, services and equipment whenever they become aware of opportunities for funding that meets the needs of the City. The amount of staff time available and experience in identifying grant opportunities varies significantly from department to department and is currently not centrally managed or standardized.

The Administration believes the City could experience significant benefit from utilizing the services of a firm that has the necessary skills and experience to consistently identify, and as needed, solicit and manage grants for municipalities. I have attached a copy of the proposed Request for Proposals for your review and consideration.

Based on my discussions with several firms that provide grant services, I would anticipate an agreement with a firm for grant services would require a future appropriation from the unassigned reserve fund to pay for grant service expenditures throughout the balance of budget year 2022 if a contract for services is approved. The amount of appropriation needed in 2022 would be determined at the time a recommended contract proposal is placed on a future Personnel and Finance Committee agenda for consideration.

The Administration is seeking a recommendation from the Personnel and Finance Committee to have the City Council review and approve moving forward with the RFP process.

City of De Pere, Wisconsin



Request for Proposal Grant Identification, Solicitation and Management Services

March 2022

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A. PURPOSE OF REQUEST

The City of De Pere, Wisconsin (City) is requesting proposals for the purpose of retaining a firm to identify on an ongoing basis grant opportunities for all City departments and operations and to solicit and manage grants as needed for the City.

Any inquiries/clarifications concerning the request for proposal should be directed by email to the Lawrence Delo, City Administrator at ldelo@deperewi.gov and should be received no later than the date specified in the time schedule.

This RFP seeks professional services, and statutory bidding laws do not apply.

B. TIME SCHEDULE

The City intends to use the following timetable for evaluation and selection of a firm:

Week of February 28, 2022	Send out request for proposal (RFP).
March 18, 2022	Deadline for receipt of responses by the City.
April 12, 2022	Finance Committee Recommendation.
April 19, 2022	Council award of contract.

C. INSTRUCTIONS TO SUBMIT PROPOSAL

1. All responses must be addressed to, and emailed to: Lawrence Delo, City Administrator at ldelo@deperewi.gov.
2. Questions should be addressed to Lawrence Delo, City Administrator via email at ldelo@deperewi.gov or 920-339-4044.
3. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City of De Pere to do so. The City may require the Firms selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as may result from negotiations.
4. No official or employee of the City of De Pere involved in the evaluation or approval of a proposal shall have any financial interest, either direct or indirect, in the contract. No official or employee of the City shall exercise any undue influence in the awarding of the contract.
5. Amendment of proposals may be done as follows:
 - a. By City: Proposals may be amended by the City in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be emailed to prospective vendors.

- b. By Firm: Proposals may only be amended after receipt by the City by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the City.

D. DESCRIPTION OF THE CITY OF DE PERE

The City of De Pere is located in Brown County, and is part of the Green Bay metropolitan area. Incorporated in 1890, the City of De Pere covers approximately 13 square miles and has a population of 25,410. The City operates under the Mayor-Council-Administrator form of government. The eight alderpersons represent four districts, serving two-year staggered terms, with one alderperson per district elected every year. The Mayor is elected to serve a two-year term and serves as the City's chief executive officer. The Administrator is appointed by the Common Council and serves as the City's chief administrative officer.

De Pere provides a full range of services typical of municipal governments, including police, fire and emergency medical protection; public works activities such as highway and street maintenance, refuse and recycling collection, water, storm and wastewater utilities; health department; parks and recreation activities; community development activities including planning and zoning enforcement, economic development, and construction inspection; and general and financial administration. As of the most recent debt issue in October, 2020, the City continues to maintain an Aa2 rating from Moody's Investor's Service, Inc.

The City government includes 10 departments. The City employs 150 full time equivalent (excluding part-time and seasonal) employees. The City's annual budget for all funds is typically about \$60 million.

F. SCOPE OF GRANT SERVICES

The selected firm shall identify grant opportunities for the City throughout the contract period, including currently available and anticipated grant opportunities for all City departments and operations.

The City may choose to utilize City staff or the selected firm to submit specific grant applications and manage ongoing grant requirements and reporting. The City and selected firm will discuss grant opportunities as they are identified to determine if the City will apply for identified grants and to determine whether the City or the selected firm will be responsible for the submittal and management of the grant in a manner that the City determines best meets the needs of the City.

G. TERMS AND CONDITIONS

Insurance

All proposals must include either a description of the Firm's insurance or a certificate of insurance outlining the Firm's insurance policies which evidence compliance with the requirements contained herein. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such insurance shall be primary.

Prior to execution of the written contract, the successful Firm shall furnish the City with a Certificate of Insurance listing the City as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Failure to submit an insurance certificate, as required, can make the contract voidable at the City's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by City of De Pere.

Applicable Law

Any law suits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin, and the City and successful Firm shall submit to the jurisdiction of the Circuit Court for such lawsuits.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm without the written consent of the City.

Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The Firm agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such

liability is founded upon or grows out of the acts, errors, or omissions of the Firm, its employees, agents or subcontractors.

Contract Period

The term of this contract shall commence no later than July1, 2022. The contract will be for one (1) year.

Termination of Contract for Cause

If through any cause, the Firm shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Firm specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this contract shall, at the option of the City, become the property of the City of De Pere (including electronic files and data).

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Firm, and the City may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due to the City from the Firm is determined.

Auditor Access

All parties contracting with the City shall, upon request, provide access to and furnish the city auditors with requested information, records and reports regarding powers, duties, activities, organization, property, financial transactions, methods of operation, or any and all other records, reports or information in their custody. In addition, they shall provide access for the auditors to inspect all property, equipment and facilities within their custody.

H. FIRM PROFILE AND QUALIFICATIONS

A. Profile of the Firm

This section should include information on:

1. The type of organization and size of the Firm.
2. Firm's address..
3. Firm's telephone number.
4. Firm's federal tax identification number.
5. Name, title, address, telephone number and email address of contact person authorized to contractually obligate the firm.

6. The length of time the Firm has been in existence, as well as the length of time the Firm has been identifying, applying for and managing grants for municipalities located in Wisconsin.

B. Firm's Qualifications

This section should include the following:

1. Resumes of all key staff members to be assigned to the City. The resumes should include experience and educational information relative to the work proposed. In addition, list detailed time commitments of all key staff members. The Firm shall not replace any key staff member without approval of the City, whose approval will not be reasonably withheld. The resumes may be included as an appendix.
2. Description of the Firm's recent experience with local government grant identification, solicitation / application and management of local government clients similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.
3. Any other information relevant to the Firm's qualifications for the proposed engagement.
4. The Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

K. SERVICE RATES AND FEES

Include a detailed description of the rate or fee structure proposed for 1) Identifying grant opportunities; 2) Preparing and submitting grant applications; and 3) Management of grants awarded to the City until grant reporting and management requirements are fulfilled. Include hourly or other pertinent rates your firm would apply to complete the required scope of work for senior staff, professional staff, and clerical staff. Final costs will be based on the actual hours of work provided. The firm shall include in this proposal the projected hours to be spent monthly on searching for and analyzing potential funding opportunities, and presenting them to City staff. Costs for actual grant applications will be decided upon on a case by case basis at that later date.

M. PROFESSIONAL SERVICES CONTRACT

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the Firm's technical and price proposals, and any other written offers/clarifications made by the Firm and accepted by the City, will be incorporated into a contract between the City and the Firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Common Council, execution of the contract by the proper City officials, and delivery of the fully-executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful Firm. The contract may be amended only by written agreement between the Firm and the City of De Pere.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Recommendation from Finance/Personnel Committee to Designate the American Rescue Plan Act (ARPA) funds as a Revenue Loss.

Following discussion of this item during the Finance/Personnel Committee meeting on February 8, 2022, a Motion was made, and the Committee voted unanimously to recommend that City's ARPA funds be designated under the standard allowance as a revenue loss to allow the most flexibility of eligible uses for the funds and to forward this item to the Common Council for consideration.

ATTACHMENTS:

- ARPA funding memo 2-8-22 (PDF)

CITY OF DE PERE MEMO



To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: February 8, 2022

RE: ARPA Funding

The City is scheduled to receive a total of \$2,613,573 from the American Rescue Plan Act (ARPA). The City received the first payment of \$1,306,786.91 on June 25, 2021 and should receive the second half of the funds this summer. The City Council previously determined the City would wait until the first quarter of 2022 or the U.S. Treasury Department issued the Final Rule regarding the use of the ARPA funds to initiate discussions regarding how the City will utilize these funds. The Final Rule was issued in January, 2022 with an April 1, 2022 effective date. Therefore, this item is on the February 8, 2022 Personnel and Finance agenda to initiate the discussion process. The rule text in it's entirety is 437 pages long and be read at this link - <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>.

The League of Wisconsin Municipalities also created their own webpage to provide information to municipalities regarding the final rule regulating the use of ARPA funds. That webpage can be found here <https://www.lwm-info.org/1643/US-Treasury-Department-Guidance>. The most significant change in the final rule from initial guidance appears to be the flexibility for communities to claim a standard allowance up to \$10 million as a revenue loss. This standard allowance would allow the City to claim all of the \$2,613,573 to fund government services which is the most flexible category of eligible uses. I have also attached a copy of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule for reference. This document provides an overview of the final rule document and includes text that discusses the change in the rule that provides municipalities a revenue loss standard allowance. Please refer to pages nine through eleven of the overview to read the revenue loss guidance text.

Please be prepared to discuss proposed use(s) of the ARPA funding to include whether you have a preference to designate all of the funds as loss revenue under the standard allowance which allows for the most flexible use of the funds, or to utilize the funding in other eligible categories.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on award of Contract 21-09 Matthew Drive Pond Reconstruction to Peters Concrete Company in the amount of \$409,108.60

The Board of Public Works at the February 7, 2022 meeting approved the award of Contract 21-09 Matthew Drive Pond Reconstruction to Peters Concrete Company in the amount of \$409,108.60 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0207 CI_BOPW_Award_21-09 (DOCX)
- 2022 0113 CE_Project 21-09 Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 7, 2022

RE: **Consideration and possible action on award of Contract 21-09 Matthew Drive Pond Reconstruction***

The Engineering Department received bids on Project 21-09 Matthew Drive Pond Reconstruction on January 13, 2022. The project consists of the reconstruction of an existing storm water treatment pond on Matthew Drive. The bids received were as follows:

Contractor	Base Bid	Alternate Bid	Total Bid
Peters Concrete Company	\$317,421.10	\$91,687.50	\$409,108.60
Relyco, Inc.	\$356,727.00	\$171,150.00	\$527,877.00
Advance Construction, Inc.	\$388,221.00	\$161,614.50	\$549,835.50
Superior Sewer and Water, Inc.	\$397,605.00	\$96,170.00	\$493,775.00
Calnin & Goss, Inc.	\$549,802.50	\$163,000.00	\$712,802.50

The bid was comprised two parts, base bid and alternate bid. The pond reconstruction work was included in the base bid figures. The alternate bid is for the excavation and installation of a clay liner so the pond continues to retain storm water and would only be used if needed.

The City obtained a grant for a total project cost of \$275,000 which is a 50/50 grant match. The WDNR's portion was anticipated to be \$127,500 for construction and \$10,000 for design. The project cost came in higher considerably higher than the grant amount with the addition of the liner. The original grant submittal did not include a liner. To date, the City has not installed any liners on ponds due to our clay soils. While we are optimistic that a liner will not be required, we will not know until the excavation is completed. Therefore, we are budgeting for the liner.

The pond is designed to be 6 feet deep. Per WDNR standards, the pond minimum pond depth requirement is 5 feet. The majority of our ponds are designed to be five feet deep. By reducing the pond depth one foot, we can reduce the cost another \$15,000.

Staff has confirmed that there is funding available in the Storm Water Utility to cover the additional costs.

Funding will be provided from the storm water utility fund in the amount of \$420,000 with a breakdown as follows:

- WDNR Grant: \$127,500
- City match to Grant: \$137,500
- Storm Water Utility: \$155,000

Staff's recommendation is to accept the total bid (base bid plus alternate bid total) from Peters Concrete Company in the amount of \$409,108.60.

Attachments:

2021 0113 CE_Project 21-09 Bid Tab (PDF)



PROJECT 21-09 MATTHEW DRIVE POND RECONSTRUCTION

BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Peters Concrete Company		Relyco, Inc		Advance Construction Inc.		Superior Sewer and Water inc.		Calnin & Goss, 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
STORM SEWER													
ST-01	Provide 42" RCP Class III Storm Sewer (Natural Backfill)	LF	35	\$164.00	\$5,740.00	\$205.00	\$7,175.00	\$176.00	\$6,160.00	\$166.00	\$5,810.00	\$172.00	\$6,020.00
ST-02	Provide 24" RCP Class III Storm Sewer (Natural Backfill)	LF	240	\$73.34	\$17,601.60	\$85.00	\$20,400.00	\$93.00	\$22,320.00	\$88.00	\$21,120.00	\$85.00	\$20,400.00
ST-03	Provide 15" RCP Class III Storm Sewer (Natural Backfill)	LF	40	\$59.00	\$2,360.00	\$66.00	\$2,640.00	\$67.00	\$2,680.00	\$65.00	\$2,600.00	\$72.00	\$2,880.00
ST-04	Provide 12" RCP Class III Storm Sewer (Natural Backfill)	LF	125	\$54.00	\$6,750.00	\$62.00	\$7,750.00	\$63.00	\$7,875.00	\$60.00	\$7,500.00	\$63.00	\$7,875.00
ST-05	Provide 8" PVC Storm Sewer (Natural Backfill)	LF	45	\$35.80	\$1,611.00	\$53.00	\$2,385.00	\$49.00	\$2,205.00	\$50.00	\$2,250.00	\$54.00	\$2,430.00
ST-06	Provide 6" Diameter Storm Manhole	VF	10	\$712.00	\$7,120.00	\$810.00	\$8,100.00	\$781.00	\$7,810.00	\$832.00	\$8,320.00	\$1,350.00	\$13,500.00
ST-07	Provide 4" Diameter Storm Manhole	VF	15	\$500.00	\$7,500.00	\$960.00	\$14,400.00	\$640.00	\$9,600.00	\$649.00	\$9,735.00	\$1,200.00	\$18,000.00
ST-08	Provide Discharge Structure Pond-West Pond	EA	1	\$3,350.00	\$3,350.00	\$4,200.00	\$4,200.00	\$5,916.00	\$5,916.00	\$6,150.00	\$6,150.00	\$15,000.00	\$15,000.00
ST-09	Provide Discharge Structure Pond-East Pond	EA	1	\$3,100.00	\$3,100.00	\$4,150.00	\$4,150.00	\$7,425.00	\$7,425.00	\$6,150.00	\$6,150.00	\$15,000.00	\$15,000.00
ST-10	Connect to Structure and/or Existing Pipe	EA	4	\$300.00	\$1,200.00	\$1,200.00	\$4,800.00	\$1,000.00	\$4,000.00	\$600.00	\$2,400.00	\$2,500.00	\$10,000.00
ST-11	Provide 42" RCP Endwall	EA	1	\$2,400.00	\$2,400.00	\$2,940.00	\$2,940.00	\$1,930.00	\$1,930.00	\$1,700.00	\$1,700.00	\$3,000.00	\$3,000.00
ST-12	Provide 24" RCP Endwall	EA	1	\$1,325.00	\$1,325.00	\$1,900.00	\$1,900.00	\$1,100.00	\$1,100.00	\$900.00	\$900.00	\$1,800.00	\$1,800.00
ST-13	Provide 15" RCP Endwall	EA	2	\$960.00	\$1,920.00	\$1,700.00	\$3,400.00	\$855.00	\$1,710.00	\$700.00	\$1,400.00	\$1,600.00	\$3,200.00
ST-14	Provide 12" RCP Endwall	EA	5	\$925.00	\$4,625.00	\$1,600.00	\$8,000.00	\$820.00	\$4,100.00	\$660.00	\$3,300.00	\$1,400.00	\$7,000.00
ST-15	Abandon/Remove Existing Storm Sewer and Appurtenances	LS	1	\$1.00	\$1.00	\$1,700.00	\$1,700.00	\$15,000.00	\$15,000.00	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00
STREET AND DRAINAGE													
SD-01	Provide Clearing and Grubbing	LS	1	\$18,500.00	\$18,500.00	\$2,250.00	\$2,250.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$8,500.00	\$8,500.00
SD-02	Unclassified Excavation- Pond and Berm Hauled Offsite	CY	17,800	\$8.53	\$151,834.00	\$10.50	\$186,900.00	\$8.00	\$142,400.00	\$9.70	\$172,660.00	\$13.35	\$237,630.00
SD-03	Unclassified Excavation- Pond and Berm to Remain On-Site	CY	950	\$2.52	\$2,394.00	\$1.95	\$1,852.50	\$4.50	\$4,275.00	\$3.00	\$2,850.00	\$8.25	\$7,837.50
SD-04	Unclassified Excavation- Pond Sediment	CY	2,250	\$10.27	\$23,107.50	\$9.95	\$22,387.50	\$15.00	\$33,750.00	\$16.00	\$36,000.00	\$27.50	\$61,875.00
SD-05	Stripping Topsoil Fill Area	SY	1,500	\$0.90	\$1,350.00	\$0.30	\$450.00	\$2.00	\$3,000.00	\$2.95	\$4,425.00	\$3.00	\$4,500.00
SD-06	Provide Ditching (East of Pond)	LF	580	\$2.00	\$1,160.00	\$2.75	\$1,595.00	\$10.00	\$5,800.00	\$19.00	\$11,020.00	\$30.00	\$17,400.00
SD-07	Landscaping-Topsoil, No Mow Seed, Fertilizer, and Mulch	SY	5,850	\$2.60	\$15,210.00	\$1.80	\$10,530.00	\$4.00	\$23,400.00	\$4.15	\$24,277.50	\$3.50	\$20,475.00
SD-08	Landscape-Topsoil, Native Seed (Mesic Prairie), Fertilize, and Mulch	SY	5,950	\$2.76	\$16,422.00	\$2.06	\$12,257.00	\$5.90	\$35,105.00	\$4.15	\$24,692.50	\$4.00	\$23,800.00



PROJECT 21-09 MATTHEW DRIVE POND RECONSTRUCTION

BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Peters Concrete Company		Relyco, Inc		Advance Construction Inc.		Superior Sewer and Water inc.		Calnin & Goss, Inc.	
SD-09	Landscape-Topsoil, Native Seed (Wet Meadow), Fertilize, and Mulch	SY	400										
				\$3.60	\$1,440.00	\$3.00	\$1,200.00	\$6.50	\$2,600.00	\$3.70	\$1,480.00	\$8.00	\$3,200.00
SPECIAL CONSTRUCTION													
SC-01	Provide Silt Fence	LF	2,500	\$2.00	\$5,000.00	\$2.00	\$5,000.00	\$2.00	\$5,000.00	\$2.15	\$5,375.00	\$2.85	\$7,125.00
SC-02	Inlet Protection Type D	EA	3	\$150.00	\$450.00	\$150.00	\$450.00	\$120.00	\$360.00	\$150.00	\$450.00	\$85.00	\$255.00
SC-03	Provide Medium Rip Rap with Geotextile Fabric, Type HR	SY	190	\$30.00	\$5,700.00	\$38.50	\$7,315.00	\$80.00	\$15,200.00	\$26.00	\$4,940.00	\$40.00	\$7,600.00
SC-04	Tracking Pad	EA	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,400.00	\$2,400.00	\$1,500.00	\$1,500.00
SC-05	Pond Dewatering and/or Storm Water Bypass	EA	1	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	\$9,500.00	\$9,500.00	\$4,500.00	\$4,500.00
SC-06	Reconstruct Manhole	EA	3	\$750.00	\$2,250.00	\$1,700.00	\$5,100.00	\$1,500.00	\$4,500.00	\$3,900.00	\$11,700.00	\$3,000.00	\$9,000.00
BASE BID TOTAL				\$317,421.10		\$356,727.00		\$388,221.00		\$397,605.00		\$549,802.50	

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Peters Concrete Company		Relyco, Inc		Advance Construction Inc.		Superior Sewer and Water inc.		Calnin & Goss, 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
ALTERNATE BID													
AB-01	Unclassified Excavation for 24 Inch Deep Clay Liner (If Required)	CY	8,150	\$8.40	\$68,460.00	\$10.00	\$81,500.00	\$8.33	\$67,889.50	\$5.90	\$48,085.00	\$8.00	\$65,200.00
AB-02	Provide 24 Inch Deep Clay Liner (If Required)	CY	8,150	\$2.85	\$23,227.50	\$11.00	\$89,650.00	\$11.50	\$93,725.00	\$5.90	\$48,085.00	\$12.00	\$97,800.00
ALTERNATE BID TOTAL				\$91,687.50		\$171,150.00		\$161,614.50		\$96,170.00		\$163,000.00	
TOTAL BID				\$409,108.60		\$527,877.00		\$549,835.50		\$493,775.00		\$712,802.50	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on award of Contract 21-16 Mystic Creek Subdivision Construction to Kruczek Construction Company in the amount of \$3,250,000 upon completion of staff contingencies

The Board of Public Works at the February 7, 2022 meeting approved the award of Contract 21-16 Mystic Creek Subdivision Construction to Kruczek Construction Company in the amount of \$3,250,000 upon completion of staff contingencies and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0207 CI_BOPW_Award_21-16 (PDF)
- 2022 0120 Project_21-16_Bid_Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: February 7, 2022

RE: **Consideration and possible action on award of Contract 21-16 Mystic Creek Subdivision Construction***

The Engineering Department received bids for Project 21-16 Mystic Creek Subdivision Construction on January 20, 2022. The project involves the construction of streets, corresponding utilities, a pond and a lift station for the new Mystic Creek Subdivision on the City's west side on Parcel WD-L449. The bids received are as follows:

Contractor	Total Bid
Kruczek Construction, Inc.	\$3,250,000.00
PTS Contractors, Inc.	\$3,381,200.00
Feaker & Sons, Inc.	\$3,425,079.50
Dorner, Inc.	\$3,593,716.00
Jossart Brothers, Inc.	\$3,731,397.50
De Groot, Inc.	\$3,817,454.23
Advance Construction, Inc.	\$4,197,089.50
Superior Sewer and Water, Inc.	\$4,277,301.00
Veit & Company, Inc.	\$4,489,874.87

The entirety of this project is developer funded.

The recommendation below includes four contingencies. Assuming the BOPW and Council approve the bid, staff will withhold the Notice of Award until the items below are completed. If the items below do not get completed, staff will bring this item back to the BOPW.

Staff's recommendation is to accept the bid from Kruczek Construction, Inc. in the amount of \$3,250,000.00 contingent on the following:

- Recording of the final plat.
- Developer signing a Public Infrastructure Improvement Agreement to fund the requested improvements.
- City and Town completing agreement for utility maintenance.
- Permits being obtained.

Attachments:

2022 0120 Project_21-16_Bid_Tab (PDF)



PROJECT 21-16 MYSTIC CREEK SUBDIVISION CONSTRUCTION
BID TAB

				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	
				Kruczek Construction Inc.		PTS Contractors, Inc		Feaker & Sons Co Inc		Dorner Inc.		Jossart Brothers, Inc.		De Groot, Inc		Advance Construction Inc.		Superior Sewer and Water Inc.		Veit & Company, 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	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER CONSTRUCTION																					
SS-01	Provide 8" PVC Sanitary Sewer (Granular Backfill)	LF	5,400	\$69.00	\$372,600.00	\$57.00	\$307,800.00	\$70.00	\$378,000.00	\$80.00	\$432,000.00	\$78.00	\$421,200.00	\$62.36	\$336,744.00	\$84.00	\$453,600.00	\$108.00	\$583,200.00	\$78.00	\$421,200.00
SS-02	Provide 4" PVC Sanitary Sewer Force Main (Granular Backfill)	LF	200	\$45.00	\$9,000.00	\$33.00	\$6,600.00	\$48.00	\$9,600.00	\$50.00	\$10,000.00	\$32.00	\$6,400.00	\$41.30	\$8,260.00	\$53.75	\$10,750.00	\$57.00	\$11,400.00	\$85.50	\$17,100.00
SS-03	Provide 4" PVC Sanitary Sewer Force Main (Natural Backfill)	LF	1,500	\$31.00	\$46,500.00	\$26.00	\$39,000.00	\$27.00	\$40,500.00	\$25.00	\$37,500.00	\$53.00	\$79,500.00	\$31.56	\$47,340.00	\$29.00	\$43,500.00	\$36.00	\$54,000.00	\$51.50	\$77,250.00
SS-04	Provide 4" PVC Sanitary Sewer Lateral	LF	4,600	\$31.00	\$142,600.00	\$44.00	\$202,400.00	\$47.00	\$216,200.00	\$43.00	\$197,800.00	\$38.00	\$174,800.00	\$53.11	\$244,306.00	\$54.00	\$248,400.00	\$57.00	\$262,200.00	\$53.50	\$246,100.00
SS-05	Provide 4" PVC Sanitary Sewer Lateral Riser	LF	50	\$50.00	\$2,500.00	\$58.00	\$2,900.00	\$60.00	\$3,000.00	\$69.00	\$3,450.00	\$100.00	\$5,000.00	\$136.35	\$6,817.50	\$57.40	\$2,870.00	\$57.00	\$2,850.00	\$33.50	\$1,675.00
SS-06	Provide 8"x4" Sanitary Wye	EA	97	\$100.00	\$9,700.00	\$142.00	\$13,774.00	\$140.00	\$13,580.00	\$196.00	\$19,012.00	\$125.00	\$12,125.00	\$606.00	\$58,782.00	\$98.00	\$9,506.00	\$139.00	\$13,483.00	\$221.50	\$21,485.50
SS-07	Provide 4" Diameter Sanitary Sewer Manhole (Outside Drop)	VF	16	\$300.00	\$4,800.00	\$515.00	\$8,240.00	\$550.00	\$8,800.00	\$478.00	\$7,648.00	\$570.00	\$9,120.00	\$467.58	\$7,481.28	\$385.00	\$6,160.00	\$390.00	\$6,240.00	\$409.50	\$6,552.00
SS-08	Provide 4" Diameter Sanitary Sewer Manhole	VF	300	\$375.00	\$112,500.00	\$450.00	\$135,000.00	\$348.27	\$104,481.00	\$342.00	\$102,600.00	\$410.00	\$123,000.00	\$465.02	\$139,506.00	\$344.00	\$103,200.00	\$307.00	\$92,100.00	\$399.50	\$119,850.00
SS-09	Core Drill Sanitary Manhole	EA	1	\$700.00	\$700.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,027.00	\$2,027.00	\$2,000.00	\$2,000.00	\$6,565.00	\$6,565.00	\$3,000.00	\$3,000.00	\$530.00	\$530.00	\$9,260.00	\$9,260.00
SS-10	Provide Integral Valve Vault Lift Station	LS	1	\$210,486.00	\$210,486.00	\$160,060.00	\$160,060.00	\$225,960.00	\$225,960.00	\$154,547.00	\$154,547.00	\$220,000.00	\$220,000.00	\$238,872.86	\$238,872.86	\$235,000.00	\$235,000.00	\$243,225.00	\$243,225.00	\$163,773.00	\$163,773.00
STORM SEWER CONSTRUCTION																					
ST-01	Provide 42" RCP Class III or PP Storm Sewer (Granular Backfill)	LF	200	\$145.00	\$29,000.00	\$140.00	\$28,000.00	\$120.00	\$24,000.00	\$130.00	\$26,000.00	\$153.00	\$30,600.00	\$136.16	\$27,232.00	\$150.00	\$30,000.00	\$143.00	\$28,600.00	\$154.50	\$30,900.00
ST-02	Provide 42" RCP Class III or PP Storm Sewer (Natural Backfill)	LF	120	\$130.00	\$15,600.00	\$125.00	\$15,000.00	\$106.00	\$12,720.00	\$120.00	\$14,400.00	\$128.00	\$15,360.00	\$118.86	\$14,263.20	\$122.00	\$14,640.00	\$126.00	\$15,120.00	\$156.00	\$18,720.00
ST-03	Provide 36" RCP Class III or PP Storm Sewer (Granular Backfill)	LF	1,820	\$113.00	\$205,660.00	\$120.00	\$218,400.00	\$106.00	\$192,920.00	\$110.00	\$200,200.00	\$120.00	\$218,400.00	\$123.53	\$224,824.60	\$134.50	\$244,790.00	\$112.00	\$203,840.00	\$153.00	\$278,460.00
ST-04	Provide 24" RCP Class III or PP Storm Sewer (Granular Backfill)	LF	450	\$68.00	\$30,600.00	\$85.00	\$38,250.00	\$73.00	\$32,850.00	\$95.00	\$42,750.00	\$78.00	\$35,100.00	\$84.76	\$38,142.00	\$96.00	\$43,200.00	\$87.00	\$39,150.00	\$92.00	\$41,400.00
ST-05	Provide 24" RCP Class III or PP Storm Sewer (Natural Backfill)	LF	160	\$59.00	\$9,440.00	\$66.00	\$10,560.00	\$54.00	\$8,640.00	\$60.00	\$9,600.00	\$60.00	\$9,600.00	\$62.70	\$10,032.00	\$68.00	\$10,880.00	\$72.00	\$11,520.00	\$84.00	\$13,440.00
ST-06	Provide 21" RCP Class III or PP Storm Sewer (Granular Backfill)	LF	370	\$62.00	\$22,940.00	\$61.00	\$22,570.00	\$68.00	\$25,160.00	\$65.00	\$24,050.00	\$73.00	\$27,010.00	\$65.00	\$24,050.00	\$73.80	\$27,306.00	\$84.00	\$31,080.00	\$76.50	\$28,305.00
ST-07	Provide 18" RCP Class III or PP Storm Sewer (Granular Backfill)	LF	60	\$82.00	\$4,920.00	\$81.00	\$4,860.00	\$62.00	\$3,720.00	\$83.00	\$4,980.00	\$62.00	\$3,720.00	\$74.05	\$4,443.00	\$89.00	\$5,340.00	\$72.00	\$4,320.00	\$89.50	\$5,370.00
ST-08	Provide 18" RCP Class III or PP Storm Sewer (Natural Backfill)	LF	40	\$54.00	\$2,160.00	\$56.00	\$2,240.00	\$41.00	\$1,640.00	\$56.00	\$2,240.00	\$44.00	\$1,760.00	\$51.99	\$2,079.60	\$55.00	\$2,200.00	\$58.00	\$2,320.00	\$86.50	\$3,460.00
ST-09	Provide 15" PVC or RCP Class III Storm Sewer (Granular Backfill)	LF	1,050	\$50.00	\$52,500.00	\$66.00	\$69,300.00	\$49.00	\$51,450.00	\$80.00	\$84,000.00	\$58.00	\$60,900.00	\$59.18	\$62,139.00	\$81.85	\$85,942.50	\$108.00	\$113,400.00	\$79.50	\$83,475.00
ST-10	Provide 12" PVC or RCP Class III Storm Sewer (Granular Backfill)	LF	1,800	\$45.00	\$81,000.00	\$53.00	\$95,400.00	\$42.00	\$75,600.00	\$50.00	\$90,000.00	\$55.00	\$99,000.00	\$57.94	\$104,292.00	\$51.75	\$93,150.00	\$67.00	\$120,600.00	\$66.00	\$118,800.00
ST-11	Provide 12" PVC or RCP Class III Storm Sewer (Natural Backfill)	LF	1,300	\$37.00	\$48,100.00	\$42.00	\$54,600.00	\$34.00	\$44,200.00	\$40.00	\$52,000.00	\$40.00	\$52,000.00	\$41.92	\$54,496.00	\$40.75	\$52,975.00	\$56.00	\$72,800.00	\$58.00	\$75,400.00
ST-12	Provide 8" PVC Storm Sewer (Granular Backfill)	LF	670	\$38.00	\$25,460.00	\$49.00	\$32,830.00	\$40.00	\$26,800.00	\$35.00	\$23,450.00	\$49.00	\$32,830.00	\$43.76	\$29,319.20	\$44.50	\$29,815.00	\$58.00	\$38,860.00	\$55.00	\$36,850.00
ST-13	Provide 6" PVC Storm Sewer Lateral	LF	3,600	\$30.00	\$108,000.00	\$28.00	\$100,800.00	\$35.00	\$126,000.00	\$32.00	\$115,200.00	\$41.00	\$147,600.00	\$39.41	\$141,876.00	\$93.30	\$335,880.00	\$45.00	\$162,000.00	\$55.50	\$199,800.00
ST-14	Provide 6" PVC Storm Sewer Lateral Riser	LF	20	\$49.00	\$980.00	\$84.00	\$1,680.00	\$45.00	\$900.00	\$74.00	\$1,480.00	\$60.00	\$1,200.00	\$101.00	\$2,020.00	\$45.00	\$900.00	\$45.00	\$900.00	\$80.50	\$1,610.00
ST-15	Provide 36"x6" Storm Branch or Inserta Tee	EA	16	\$188.00	\$3,008.00	\$330.00	\$5,280.00	\$150.00	\$2,400.00	\$367.00	\$5,872.00	\$250.00	\$4,000.00	\$328.25	\$5,252.00	\$275.00	\$4,400.00	\$200.00	\$3,200.00	\$381.00	\$6,096.00
ST-16	Provide 21"x6" Storm Branch or Inserta Tee	EA	1	\$188.00	\$188.00	\$330.00	\$330.00	\$150.00	\$150.00	\$343.00	\$343.00	\$250.00	\$250.00	\$328.25	\$328.25	\$275.00	\$275.00	\$200.00	\$200.00	\$441.50	\$441.50
ST-17	Provide 15"x6" Storm Branch or Inserta Tee	EA	16	\$188.00	\$3,008.00	\$69.00	\$1,104.00	\$150.00	\$2,400.00	\$318.00	\$5,088.00	\$250.00	\$4,000.00	\$328.25	\$5,252.00	\$223.00	\$3,568.00	\$200.00	\$3,200.00	\$381.00	\$6,096.00
ST-18	Provide 12"x6" Storm Branch or Inserta Tee	EA	27	\$188.00	\$5,076.00	\$69.00	\$1,863.00	\$150.00	\$4,050.00	\$294.00	\$7,938.00	\$250.00	\$6,750.00	\$328.25	\$8,862.75	\$223.00	\$6,021.00	\$230.00	\$6,210.00	\$369.00	\$9,963.00
ST-19	Provide 8"x6" Storm Branch	EA	8	\$130.00	\$1,040.00	\$188.00	\$1,504.00	\$150.00	\$1,200.00	\$209.00	\$1,672.00	\$150.00	\$1,200.00	\$328.25	\$2,626.00	\$122.50	\$980.00	\$300.00	\$2,400.00	\$288.50	\$2,308.00
ST-20	Provide 8' Diameter Storm Manhole	VF	12	\$1,245.00	\$14,940.00	\$1,425.00	\$17,100.00	\$1,250.00	\$15,000.00	\$1,213.00	\$14,556.00	\$1,440.00	\$17,280.00	\$1,349.71	\$16,196.52	\$1,530.00	\$18,360.00	\$1,164.00	\$13,968.00	\$1,475.50	\$17,706.00
ST-21	Provide 6'Diameter Storm Manhole	VF	7	\$720.00	\$5,040.00	\$750.00	\$5,250.00	\$750.00	\$5,250.00	\$762.00	\$5,334.00	\$880.00	\$6,160.00	\$839.85	\$5,878.95	\$705.00	\$4,935.00	\$675.00	\$4,725.00	\$775.50	\$5,428.50
ST-22	Provide 5' Diameter Storm Manhole	VF	100	\$500.00	\$50,000.00	\$645.00	\$64,500.00	\$650.00	\$65,000.00	\$577.00	\$57,700.00	\$710.00	\$71,000.00	\$756.13	\$75,613.00	\$560.00	\$56,000.00	\$587.00	\$58,700.00	\$596.00	\$59,600.00
ST-23	Provide 4' Diameter Storm Manhole	VF	105	\$530.00	\$55,650.00	\$505.00	\$53,025.00	\$595.00	\$62,475.00	\$517.00	\$54,285.00	\$590.00	\$61,950.00	\$699.08	\$73,403.40	\$404.00	\$42,420.00	\$440.00	\$46,200.00	\$410.50	\$43,102.50
ST-24	Provide Type A Inlet	EA	5	\$1,945.00	\$9,725.00	\$1,870.00	\$9,350.00	\$1,800.00	\$9,000.00	\$1,924.00	\$9,620.00	\$2,150.00	\$10,750.00	\$2,113.25	\$10,566.25	\$1,955.00	\$9,775.00	\$1,747.00	\$8,735.00	\$2,659.00	\$13,295.00
ST-25	Provide Type B Inlet	EA	30	\$2,100.00	\$63,000.00	\$2,140.00	\$64,200.00	\$2,190.00	\$65,700.00	\$2,030.00	\$60,900.00	\$2,300.00	\$69,000.00	\$2,064.52	\$61,935.60	\$2,156.00	\$64,680.00	\$1,925.00	\$57,750.00	\$2,347.00	\$70,410.00
ST-26	Provide 42" RCP Endwall	EA	1	\$1,800.00	\$1,800.00	\$1,755.00	\$1,755.00	\$1,615.00	\$1,615.00	\$1,957.00	\$1,957.00	\$2,000.00	\$2,000.00	\$1,725.08	\$1,725.08	\$1,638.00	\$1,638.00	\$1,170.00	\$1,170.00	\$3,898.00	\$3,898.00
ST-27	Provide 24" RCP Endwall	EA	1	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,243.00	\$1,243.00	\$1,300.00	\$1,300.00	\$1,032.22	\$1,032.22	\$1,000.00	\$1,000.00	\$557.00	\$557.00	\$2,100.00	\$2,100.00



PROJECT 21-16 MYSTIC CREEK SUBDIVISION CONSTRUCTION
BID TAB

				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	
				Kruczek Construction Inc.		PTS Contractors, Inc		Feaker & Sons Co Inc		Dorner Inc.		Jossart Brothers, Inc.		De Groot, Inc		Advance Construction Inc.		Superior Sewer and Water Inc.		Veit & Company, 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	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
ST-28	Provide 12" RCP Endwall	EA	9	\$555.00	\$4,995.00	\$880.00	\$7,920.00	\$825.00	\$7,425.00	\$943.00	\$8,487.00	\$1,000.00	\$9,000.00	\$870.62	\$7,835.58	\$790.00	\$7,110.00	\$100.00	\$900.00	\$1,253.00	\$11,277.00
ST-29	Provide Pond Outfall Structure	LS	1	\$4,200.00	\$4,200.00	\$3,500.00	\$3,500.00	\$3,845.00	\$3,845.00	\$3,295.00	\$3,295.00	\$4,300.00	\$4,300.00	\$5,642.05	\$5,642.05	\$4,360.00	\$4,360.00	\$3,000.00	\$3,000.00	\$2,902.50	\$2,902.50
ST-30	Daylight Storm Lateral	EA	10	\$82.00	\$820.00	\$396.00	\$3,960.00	\$200.00	\$2,000.00	\$276.00	\$2,760.00	\$200.00	\$2,000.00	\$505.00	\$5,050.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$837.50	\$8,375.00
ST-31	Bulkhead & Clay Dam Existing Drain Tile	EA	10	\$98.00	\$980.00	\$485.00	\$4,850.00	\$60.00	\$600.00	\$246.00	\$2,460.00	\$50.00	\$500.00	\$252.50	\$2,525.00	\$150.00	\$1,500.00	\$100.00	\$1,000.00	\$322.50	\$3,225.00
WATER MAIN CONSTRUCTION																					
W-01	Provide 8" PVC Water Main (Granular Backfill)	LF	620	\$60.00	\$37,200.00	\$61.00	\$37,820.00	\$64.00	\$39,680.00	\$72.00	\$44,640.00	\$67.00	\$41,540.00	\$63.90	\$39,618.00	\$77.50	\$48,050.00	\$72.00	\$44,640.00	\$79.00	\$48,980.00
W-02	Provide 8" PVC Water Main (Natural Backfill)	LF	5,550	\$43.00	\$238,650.00	\$44.00	\$244,200.00	\$43.00	\$238,650.00	\$44.00	\$244,200.00	\$46.00	\$255,300.00	\$48.39	\$268,564.50	\$50.00	\$277,500.00	\$60.00	\$333,000.00	\$65.00	\$360,750.00
W-03	Provide 6" PVC Hydrant Lead	LF	75	\$46.00	\$3,450.00	\$64.00	\$4,800.00	\$36.00	\$2,700.00	\$35.00	\$2,625.00	\$60.00	\$4,500.00	\$44.79	\$3,359.25	\$37.00	\$2,775.00	\$45.00	\$3,375.00	\$79.00	\$5,925.00
W-04	Provide 1" HDPE Water Service	LF	4,200	\$21.00	\$88,200.00	\$30.00	\$126,000.00	\$25.00	\$105,000.00	\$21.00	\$88,200.00	\$30.00	\$126,000.00	\$29.50	\$123,900.00	\$21.00	\$88,200.00	\$34.00	\$142,800.00	\$57.00	\$239,400.00
W-05	Provide 1" HDPE with Plug 50' in Length	EA	97	\$109.00	\$10,573.00	\$90.00	\$8,730.00	\$150.00	\$14,550.00	\$306.00	\$29,682.00	\$175.00	\$16,975.00	\$249.92	\$24,242.24	\$1,099.00	\$106,603.00	\$1,500.00	\$145,500.00	\$138.50	\$13,434.50
W-06	Provide 2" Corporation with Plug/Saddle and 2" Galvanized Pipe	EA	2	\$800.00	\$1,600.00	\$1,050.00	\$2,100.00	\$1,225.00	\$2,450.00	\$1,038.00	\$2,076.00	\$1,300.00	\$2,600.00	\$1,525.10	\$3,050.20	\$1,100.00	\$2,200.00	\$560.00	\$1,120.00	\$925.00	\$1,850.00
W-07	Provide 1" Corporation and Curb Stop	EA	97	\$535.00	\$51,895.00	\$480.00	\$46,560.00	\$505.00	\$48,985.00	\$779.00	\$75,563.00	\$550.00	\$53,350.00	\$938.67	\$91,050.99	\$600.00	\$58,200.00	\$510.00	\$49,470.00	\$690.00	\$66,930.00
W-08	Provide 8" Gate Valve	EA	15	\$2,400.00	\$36,000.00	\$2,390.00	\$35,850.00	\$2,330.00	\$34,950.00	\$2,407.00	\$36,105.00	\$2,480.00	\$37,200.00	\$2,531.06	\$37,965.90	\$2,200.00	\$33,000.00	\$2,890.00	\$43,350.00	\$3,233.00	\$48,495.00
W-09	Provide Connection to Existing Water Main	EA	2	\$450.00	\$900.00	\$1,550.00	\$3,100.00	\$1,400.00	\$2,800.00	\$1,954.00	\$3,908.00	\$2,000.00	\$4,000.00	\$2,414.91	\$4,829.82	\$2,100.00	\$4,200.00	\$1,500.00	\$3,000.00	\$4,009.00	\$8,018.00
W-10	Provide Connection to Existing Water Main 12"x8" Tapping Tee & Valve	EA	1	\$5,200.00	\$5,200.00	\$5,870.00	\$5,870.00	\$5,550.00	\$5,550.00	\$6,030.00	\$6,030.00	\$5,600.00	\$5,600.00	\$6,763.97	\$6,763.97	\$6,400.00	\$6,400.00	\$5,000.00	\$5,000.00	\$7,520.00	\$7,520.00
W-11	Provide Connection to Existing Water Main 12"x6" Tapping Tee & Valve	EA	1	\$4,300.00	\$4,300.00	\$5,050.00	\$5,050.00	\$4,730.00	\$4,730.00	\$5,152.00	\$5,152.00	\$4,700.00	\$4,700.00	\$5,935.77	\$5,935.77	\$5,700.00	\$5,700.00	\$5,000.00	\$5,000.00	\$6,689.00	\$6,689.00
W-12	Provide Hydrant (7.5' Bury)	EA	2	\$5,100.00	\$10,200.00	\$4,810.00	\$9,620.00	\$4,640.00	\$9,280.00	\$5,033.00	\$10,066.00	\$5,000.00	\$10,000.00	\$5,103.53	\$10,207.06	\$5,100.00	\$10,200.00	\$5,000.00	\$10,000.00	\$7,969.00	\$15,938.00
W-13	Provide Hydrant (6.5' Bury)	EA	12	\$4,900.00	\$58,800.00	\$4,590.00	\$55,080.00	\$4,500.00	\$54,000.00	\$4,862.00	\$58,344.00	\$4,900.00	\$58,800.00	\$4,941.93	\$59,303.16	\$4,900.00	\$58,800.00	\$4,800.00	\$57,600.00	\$7,761.50	\$93,138.00
W-14	Provide Water Main Offset	EA	2	\$3,900.00	\$7,800.00	\$3,635.00	\$7,270.00	\$3,745.00	\$7,490.00	\$5,239.00	\$10,478.00	\$3,000.00	\$6,000.00	\$6,700.34	\$13,400.68	\$4,900.00	\$9,800.00	\$4,200.00	\$8,400.00	\$5,295.00	\$10,590.00
W-15	Remove Water Main and Appurtenances	LS	1	\$1,300.00	\$1,300.00	\$2,320.00	\$2,320.00	\$750.00	\$750.00	\$1,967.00	\$1,967.00	\$1,500.00	\$1,500.00	\$505.00	\$505.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,755.00	\$2,755.00
STREET AND DRAINAGE CONSTRUCTION																					
SD-01	Provide Clearing and Grubbing	LS	1	\$26,500.00	\$26,500.00	\$39,000.00	\$39,000.00	\$26,500.00	\$26,500.00	\$29,131.00	\$29,131.00	\$27,825.00	\$27,825.00	\$28,103.25	\$28,103.25	\$26,500.00	\$26,500.00	\$17,800.00	\$17,800.00	\$42,568.00	\$42,568.00
SD-02	Site Stripping	SY	80,000	\$0.70	\$56,000.00	\$0.69	\$55,200.00	\$0.68	\$54,400.00	\$0.80	\$64,000.00	\$0.70	\$56,000.00	\$0.72	\$57,600.00	\$1.60	\$128,000.00	\$0.80	\$64,000.00	\$0.75	\$60,000.00
SD-03	Unclassified Excavation	CY	7,500	\$2.40	\$18,000.00	\$4.10	\$30,750.00	\$4.05	\$30,375.00	\$5.90	\$44,250.00	\$4.25	\$31,875.00	\$4.29	\$32,175.00	\$8.20	\$61,500.00	\$4.28	\$32,100.00	\$5.00	\$37,500.00
SD-04	Unclassified Excavation (Pond)	CY	20,500	\$2.40	\$49,200.00	\$3.00	\$61,500.00	\$2.95	\$60,475.00	\$4.60	\$94,300.00	\$3.10	\$63,550.00	\$3.13	\$64,165.00	\$4.40	\$90,200.00	\$4.25	\$87,125.00	\$9.10	\$186,550.00
SD-05	Backyard Swale Ditching	SY	6,500	\$0.85	\$5,525.00	\$0.50	\$3,250.00	\$2.30	\$14,950.00	\$4.00	\$26,000.00	\$0.53	\$3,445.00	\$0.54	\$3,510.00	\$2.50	\$16,250.00	\$3.90	\$25,350.00	\$3.50	\$22,750.00
SD-06	Provide 1-1/4" Crushed Aggregate Base Course	TON	15,500	\$12.65	\$196,075.00	\$13.50	\$209,250.00	\$13.30	\$206,150.00	\$13.25	\$205,375.00	\$13.95	\$216,225.00	\$14.11	\$218,705.00	\$13.00	\$201,500.00	\$13.78	\$213,590.00	\$14.20	\$220,100.00
SD-07	Provide 3/4" Crushed Aggregate Shouldering (2' Wide)	LF	500	\$2.45	\$1,225.00	\$2.90	\$1,450.00	\$2.85	\$1,425.00	\$2.60	\$1,300.00	\$3.00	\$1,500.00	\$3.02	\$1,510.00	\$6.00	\$3,000.00	\$5.00	\$2,500.00	\$4.50	\$2,250.00
SD-08	Asphalt Pavement Butt Joint	EA	3	\$300.00	\$900.00	\$305.00	\$915.00	\$300.00	\$900.00	\$312.00	\$936.00	\$315.00	\$945.00	\$318.15	\$954.45	\$300.00	\$900.00	\$1.00	\$3.00	\$1.11	\$3.33
SD-09	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1-3/4" Upper Layer	TON	1,900	\$70.00	\$133,000.00	\$70.00	\$133,000.00	\$69.00	\$131,100.00	\$71.80	\$136,420.00	\$72.45	\$137,655.00	\$73.17	\$139,023.00	\$69.00	\$131,100.00	\$68.42	\$129,998.00	\$77.00	\$146,300.00
SD-10	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 3" Upper Layer (Path)	TON	40	\$100.00	\$4,000.00	\$102.00	\$4,080.00	\$100.00	\$4,000.00	\$104.00	\$4,160.00	\$105.00	\$4,200.00	\$106.05	\$4,242.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$95.50	\$3,820.00
SD-11	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2-1/4" Lower Layer	TON	2,500	\$70.00	\$175,000.00	\$69.20	\$173,000.00	\$68.00	\$170,000.00	\$70.70	\$176,750.00	\$71.40	\$178,500.00	\$72.11	\$180,275.00	\$68.00	\$170,000.00	\$74.40	\$186,000.00	\$83.50	\$208,750.00
SD-12	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	11,550	\$11.00	\$127,050.00	\$10.90	\$125,895.00	\$10.70	\$123,585.00	\$11.10	\$128,205.00	\$11.25	\$129,937.50	\$11.35	\$131,092.50	\$10.70	\$123,585.00	\$11.00	\$127,050.00	\$14.84	\$171,402.00
SD-13	Provide 8" Concrete Sidewalk and Driveway	SY	30	\$75.00	\$2,250.00	\$71.50	\$2,145.00	\$70.20	\$2,106.00	\$73.00	\$2,190.00	\$75.00	\$2,250.00	\$74.45	\$2,233.50	\$77.00	\$2,310.00	\$80.20	\$2,406.00	\$82.50	\$2,475.00
SD-14	Provide 6" Concrete Sidewalk and Ramp	SY	450	\$66.00	\$29,700.00	\$65.50	\$29,475.00	\$64.35	\$28,957.50	\$66.90	\$30,105.00	\$70.00	\$31,500.00	\$68.25	\$30,712.50	\$70.00	\$31,500.00	\$71.70	\$32,265.00	\$77.00	\$34,650.00
SD-15	Drilled Tie Bars	EA	10	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.40	\$104.00	\$10.50	\$105.00	\$10.61	\$106.10	\$10.00	\$100.00	\$10.00	\$100.00	\$11.00	\$110.00
SD-16	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	5,800	\$1.00	\$5,800.00	\$0.90	\$5,220.00	\$0.90	\$5,220.00	\$0.90	\$5,220.00	\$0.95	\$5,510.00	\$0.96	\$5,568.00	\$0.90	\$5,220.00	\$0.92	\$5,336.00	\$2.00	\$11,600.00
SD-17	Provide Detectable Warning Field (Natural Patina)	EA	20	\$325.00	\$6,500.00	\$325.00	\$6,500.00	\$320.00	\$6,400.00	\$333.00	\$6,660.00	\$335.00	\$6,700.00	\$339.36	\$6,787.20	\$320.00	\$6,400.00	\$330.00	\$6,600.00	\$33.50	\$670.00
SD-18	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	61,100	\$1.00	\$61,100.00	\$1.00	\$61,100.00	\$1.40	\$85,540.00	\$1.40	\$85,540.00	\$1.90	\$116,090.00	\$1.08	\$65,988.00	\$2.00	\$122,200.00	\$2.17	\$132,587.00	\$1.41	\$86,151.00
SD-19	Pond Landscaping - Topsoil, We Meadow Seeding with WisDOT Seed Mix No. 60 and Fertilizer	SY	2,200	\$1.85	\$4,070.00	\$1.50	\$3,300.00	\$1.30	\$2,860.00	\$2.00	\$4,400.00	\$2.65	\$5,830.00	\$1.58	\$3,476.00	\$4.20	\$9,240.00	\$1.37	\$3,014.00	\$2.50	\$5,500.00
SPECIAL CONSTRUCTION																					
SC-01	Pipe Foundation Stabilization	CY	100	\$0.01	\$1.00	\$20.00	\$2,000.00	\$25.50	\$2,550.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$20.20	\$2,020.00	\$29.00	\$2,900.00	\$0.01	\$1.00	\$45.00	\$4,500.00
SC-02	Provide Silt Fence	LF	2,600	\$2.00	\$5,200.00	\$2.00	\$5,200.00	\$2.00	\$5,200.00	\$2.40	\$6,240.00	\$2.65	\$6,890.00	\$2.12	\$5,512.00	\$2.00	\$5,200.00	\$2.08	\$5,408.00	\$2.50	\$6,500.00
SC-03	Inlet Protection Type A	EA	5	\$82.00	\$410.00	\$135.00	\$675.00	\$75.00	\$375.00	\$100.00	\$500.00	\$125.00	\$625.00	\$151.50	\$757.50	\$115.00	\$575.00	\$140.00	\$700.00	\$175.59	\$877.95



PROJECT 21-16 MYSTIC CREEK SUBDIVISION CONSTRUCTION
BID TAB

				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	
				Kruczek Construction Inc.		PTS Contractors, Inc		Feaker & Sons Co Inc		Dorner Inc.		Jossart Brothers, Inc.		De Groot, Inc		Advance Construction Inc.		Superior Sewer and Water Inc.		Veit & Company, 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	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-04	Inlet Protection Type D	EA	30	\$77.00	\$2,310.00	\$135.00	\$4,050.00	\$150.00	\$4,500.00	\$100.00	\$3,000.00	\$115.00	\$3,450.00	\$151.50	\$4,545.00	\$108.00	\$3,240.00	\$140.00	\$4,200.00	\$146.50	\$4,395.00
SC-05	Provide Heavy Rip Rap w/ Geotextile Fabric (Type HR)	SY	200	\$31.00	\$6,200.00	\$24.00	\$4,800.00	\$24.00	\$4,800.00	\$50.00	\$10,000.00	\$25.00	\$5,000.00	\$25.14	\$5,028.00	\$40.00	\$8,000.00	\$23.00	\$4,600.00	\$28.50	\$5,700.00
SC-06	Tracking Pad	EA	3	\$1,500.00	\$4,500.00	\$890.00	\$2,670.00	\$885.00	\$2,655.00	\$1,100.00	\$3,300.00	\$925.00	\$2,775.00	\$1,010.00	\$3,030.00	\$1,000.00	\$3,000.00	\$1,400.00	\$4,200.00	\$1,118.53	\$3,355.59
SC-07	Erosion Bale Ditch Checks	EA	30	\$25.00	\$750.00	\$120.00	\$3,600.00	\$25.00	\$750.00	\$125.00	\$3,750.00	\$100.00	\$3,000.00	\$121.96	\$3,658.80	\$93.00	\$2,790.00	\$120.00	\$3,600.00	\$137.50	\$4,125.00
SC-08	Provide Erosion Control Mat	SY	100	\$3.50	\$350.00	\$3.50	\$350.00	\$2.10	\$210.00	\$4.00	\$400.00	\$2.85	\$285.00	\$3.72	\$372.00	\$2.25	\$225.00	\$3.60	\$360.00	\$4.00	\$400.00
TOTAL AMOUNT BID				\$3,250,000.00		\$3,381,200.00		\$3,425,079.50		\$3,593,716.00		\$3,731,397.50		\$3,817,454.23		\$4,197,089.50		\$4,277,301.00		\$4,489,874.87	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on award of Contract 22-05 Sidewalk and Curb Repair to Jim Fischer, Inc in the amount of \$316,620

The Board of Public Works at the February 7, 2022 meeting approved award of Contract 22-05 Sidewalk and Curb Repairs to Jim Fischer, Inc. in the amount of \$316,620 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0207 CI_BOPW_Award_22-05 (DOCX)
- 2022 0127 CE_Project 22-05_Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 7, 2022

RE: **Consideration and possible action on award of Contract 22-05 Sidewalk and Curb Repairs***

The Engineering Department received bids on Project 22-05 Sidewalk and Curb Repairs on January 27, 2022. This work is for maintenance of sidewalk and concrete curb and gutter repairs. The bids received are as follows:

Contractor	Amount
Jim Fischer, Inc.	\$316,620.00
Martell Construction, Inc.	\$348,700.00
Al Dix Concrete, Inc.	\$357,200.00

The budgeted amount from the capital improvement fund is \$330,000. Funding will be \$110,000 from the general obligation debt, \$200,000 from sidewalk special charges, \$10,000 from the water utility, and \$10,000 from the Parks Department.

Staff's recommendation is to accept the bid from Jim Fischer, Inc. in the amount of \$316,620.00.

Attachments:

2022 0127 Project 22-05 Bid Tab (PDF)



PROJECT 22-05 SIDEWALK AND CURB REPAIR

BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				JIM FISCHER, INC		MARTELL CONSTRUCTION		AL DIX CONCRETE INC	
UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE CONSTRUCTION (SIDEWALK REPAIR AREA)									
SD-01	Provide 3/4" Crushed Aggregate Base Course	TON	200	\$31.50	\$6,300.00	\$35.00	\$7,000.00	\$30.00	\$6,000.00
SD-02	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	50	\$95.00	\$4,750.00	\$100.00	\$5,000.00	\$110.00	\$5,500.00
SD-03	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	300	\$78.00	\$23,400.00	\$95.00	\$28,500.00	\$100.00	\$30,000.00
SD-04	Remove and Replace 4" Concrete Sidewalk	SY	1500	\$75.50	\$113,250.00	\$85.00	\$127,500.00	\$90.00	\$135,000.00
SD-05	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	2000	\$5.95	\$11,900.00	\$8.00	\$16,000.00	\$10.00	\$20,000.00
SD-06	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	300	\$3.15	\$945.00	\$3.00	\$900.00	\$3.00	\$900.00
SD-07	Provide Detectable Warning Field (Natural Patina)	EA	10	\$375.00	\$3,750.00	\$350.00	\$3,500.00	\$350.00	\$3,500.00
STREET AND DRAINAGE CONSTRUCTION (VARIOUS LOCATIONS)									
SD-08	Provide 3/4" Crushed Aggregate Base Course	TON	300	\$31.50	\$9,450.00	\$35.00	\$10,500.00	\$30.00	\$9,000.00
SD-09	Remove and Replace 24" Concrete Curb and Gutter	LF	200	\$52.50	\$10,500.00	\$60.00	\$12,000.00	\$60.00	\$12,000.00
SD-10	Remove and Replace 24" Concrete Curb and Gutter (Integral)	LF	100	\$100.00	\$10,000.00	\$60.00	\$6,000.00	\$50.00	\$5,000.00
SD-11	Remove and Replace 8" Doweled Concrete Pavement	SY	50	\$94.50	\$4,725.00	\$100.00	\$5,000.00	\$140.00	\$7,000.00
SD-12	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	10	\$78.00	\$780.00	\$100.00	\$1,000.00	\$120.00	\$1,200.00
SD-13	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	50	\$93.00	\$4,650.00	\$90.00	\$4,500.00	\$100.00	\$5,000.00



PROJECT 22-05 SIDEWALK AND CURB REPAIR

BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				JIM FISCHER, INC		MARTELL CONSTRUCTION		AL DIX CONCRETE INC	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-14	Remove and Replace 6" Colored Concrete Sidewalk, Ramp and Driveway (DOT Red)	SY	50	\$137.00	\$6,850.00	\$130.00	\$6,500.00	\$150.00	\$7,500.00
SD-15	Provide 6" Concrete Sidewalk and Ramp	SY	200	\$88.00	\$17,600.00	\$90.00	\$18,000.00	\$95.00	\$19,000.00
SD-16	Remove and Replace 4" Concrete Sidewalk	SY	200	\$80.00	\$16,000.00	\$85.00	\$17,000.00	\$90.00	\$18,000.00
SD-17	Remove and Replace 4" Colored Concrete Sidewalk (DOT Red)	SY	100	\$155.00	\$15,500.00	\$120.00	\$12,000.00	\$130.00	\$13,000.00
SD-18	Provide 4" Concrete Sidewalk	SY	700	\$58.00	\$40,600.00	\$75.00	\$52,500.00	\$63.00	\$44,100.00
SD-19	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	100	\$5.95	\$595.00	\$8.00	\$800.00	\$10.00	\$1,000.00
SD-20	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	500	\$3.15	\$1,575.00	\$3.00	\$1,500.00	\$3.00	\$1,500.00
SD-21	Provide Detectable Warning Field (Natural Patina)	EA	30	\$375.00	\$11,250.00	\$350.00	\$10,500.00	\$350.00	\$10,500.00
SD-22	Adjust Manhole	EA	5	\$450.00	\$2,250.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00
TOTAL BID				\$316,620.00		\$348,700.00		\$357,200.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on award of Contract 22-15 Sewer Televising to Green Bay Pipe & TV, LLC in the amount of \$44,128.75

The Board of Public Works at the February 7, 2022 meeting approved the award of Contract 22-15 Sewer Televising to Green Bay Pipe & TV, LLC in the amount of \$44,128.75 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0207 CI_BOPW_Award_22-15 (PDF)
- 2022 0127 CE_Project 22-15_Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 7, 2022

RE: **Consideration and possible action on award of Contract 22-15 Sewer Televising***

The Engineering Department received bids on Project 22-15 Sewer Televising on January 27, 2022. The bids received are as follows:

Contractor	Amount
Green Bay Pipe & TV, LLC	\$44,128.75
Northern Pipe, Inc.	\$67,110.08
PLC Water Jetting Service, Inc.	\$67,400.80
Speedy Clean, Inc.	\$76,638.40
Great Lakes TV Seal, Inc.	\$93,547.28
National Power Rodding Corp.	\$417,196.00

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

Staff's recommendation is to accept the bid from Green Bay Pipe & TV, LLC in the amount of \$44,128.75.

Attachments:

2022 0127 Project 22-15 Bid Tab (PDF)



PROJECT 22-15 SEWER TELEVISIONING

BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Green Bay Pipe & TV, LLC		Northern Pipe, Inc.		PLC Water Jetting Service Inc		Speedy Clean Drain & Sewer		Great Lakes TV Seal, Inc.		National Power Rodding Corp	
ITEM	DESCRIPTOIN	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
SP-01	Storm Sewer Cleaning (8-27 Inch)	LF	49561	\$0.30	\$14,868.30	\$0.48	\$23,789.28	\$0.40	\$19,824.40	\$0.45	\$22,302.45	\$0.54	\$26,762.94	\$2.50	\$123,902.50
SP-02	Storm Sewer Cleaning (30-48 Inch)	LF	21586	\$0.31	\$6,691.66	\$0.48	\$10,361.28	\$0.40	\$8,634.40	\$0.45	\$9,713.70	\$0.54	\$11,656.44	\$3.00	\$64,758.00
SP-03	Storm Sewer Cleaning (54 Inch and Larger)	LF	1229	\$0.31	\$380.99	\$0.52	\$639.08	\$0.40	\$491.60	\$0.45	\$553.05	\$0.54	\$663.66	\$3.00	\$3,687.00
SP-04	Storm Sewer Heavy Cleaning (8-27 Inch)	LF	5000	\$0.05	\$250.00	\$0.05	\$250.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$2.00	\$10,000.00	\$0.25	\$1,250.00
SP-05	Storm Sewer Heavy Cleaning (30-48 Inch)	LF	2000	\$0.05	\$100.00	\$0.05	\$100.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$2.50	\$5,000.00	\$2.50	\$5,000.00
SP-06	Storm Sewer Heavy Cleaning (54 Inch and Larger)	LF	500	\$0.05	\$25.00	\$0.05	\$25.00	\$1.00	\$500.00	\$1.00	\$500.00	\$5.00	\$2,500.00	\$10.00	\$5,000.00
SP-07	Storm Sewer Televising (8-27 Inch)	LF	49561	\$0.30	\$14,868.30	\$0.44	\$21,806.84	\$0.40	\$19,824.40	\$0.45	\$22,302.45	\$0.49	\$24,284.89	\$2.50	\$123,902.50
SP-08	Storm Sewer Televising (30-48 Inch)	LF	21586	\$0.30	\$6,475.80	\$0.44	\$9,497.84	\$0.40	\$8,634.40	\$0.45	\$9,713.70	\$0.49	\$10,577.14	\$3.50	\$75,551.00
SP-09	Storm Sewer Televising (54 Inch and Larger)	LF	1229	\$0.30	\$368.70	\$0.44	\$540.76	\$0.40	\$491.60	\$0.45	\$553.05	\$0.49	\$602.21	\$5.00	\$6,145.00
SP-10	Sewer Pipe Root Cutting	LF	1000	\$0.05	\$50.00	\$0.05	\$50.00	\$1.00	\$1,000.00	\$2.00	\$2,000.00	\$0.50	\$500.00	\$3.00	\$3,000.00
SP-11	Removal Mineral Deposits	LF	1000	\$0.05	\$50.00	\$0.05	\$50.00	\$1.00	\$1,000.00	\$2.00	\$2,000.00	\$1.00	\$1,000.00	\$5.00	\$5,000.00
TOTAL BID:				\$44,128.75		\$67,110.08		\$67,400.80		\$76,638.40		\$93,547.28		\$417,196.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #22-07 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 7, 2022 meeting approved the award of Utility Locating Services Contract to Excel Underground and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City of De Pere is responsible for locating all their underground utilities which includes water, sanitary sewer, storm sewer, electric, traffic signals, and fiber optics. In 2016, the City hired Excel Underground LLC to perform all the underground utilities for the City. The contract has expired in 2021 therefore the City has requested proposals (See attached proposal) for underground locating services for 2022 thru 2026 with the option to renew for three (3) years in one (1) year increments.

The City solicited three (3) vendors (See attached 2022 contractor list) and received the following proposals (see attached proposals) for utility locating services:

- * Excel Underground, LLC
- * USIC

I have reviewed the proposals that were submitted. Excel Underground LLC's proposal unit prices are more favorable for the City. In addition, USIC made edits to the proposal which is unacceptable therefore their proposal is rejected.

Staff recommends awarding the utility locating services contract to Excel Underground, LLC. The funding for this work is included in the 2022 budget.

ATTACHMENTS:

- Reso22-07 (PDF)
- Excel (Utility Locates) 2-22-189-001-16 (PDF)
- Exhibit A-Excel Underground, LLC (PDF)
- Exhibit B-2022 Excel Underground, LLC Utility Locating Service Proposal 2-2-2022 (PDF)
- 2022 Contractor List for Utility Locating Services (PDF)
- 2022 USIC Utility Locating Services Proposal 2-2-2022 (PDF)

RESOLUTION #22-07

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 underground utility locating and marking services for City's underground electric, fiber optic, traffic signals, sanitary sewer, storm sewer and water infrastructure; 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 approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and 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 16th day of February, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/07/2022

**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 _____, 2022, by and between the City of De Pere, Wisconsin, a Wisconsin municipal corporation ("City"), and Excel Underground, LLC, a Wisconsin Limited Liability Company ("Contractor").

WITNESSETH

WHEREAS, the City is in need of underground utility locating and marking services for City's underground electric, fiber optic, traffic signals, sanitary sewer, storm sewer and water infrastructure; 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 dated January 4, 2022, attached hereto and incorporated by reference as Exhibit A and Contractor's Proposal thereto, dated January 24, 2022, attached hereto and incorporated by reference as Exhibit B. If there is a conflict between the terms and conditions of the exhibits, the terms of Exhibit A shall prevail. If there is a conflict between Exhibit A and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONTRACTOR SERVICES

Contractor agrees to perform those services which are described in Exhibits A and B. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

III. SCOPE OF CITY SERVICES

City shall provide the Contractor with information and infrastructure maps showing general locations of utility facilities 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 create a 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

Contractor shall be paid as provided in Contractor's proposal (Exhibit B) and shall submit monthly invoices to City. Payment to the Contractor shall be made pursuant to the unit rates as identified in Exhibit A.

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 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
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 caused 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 fullest extent permitted by law, the Contractor shall save and hold harmless the City, its officers, agents and employees from and indemnify and defend against all claims, actions, demands, liens, fees, and expenses on account thereof, for injury or damage to any person or property whatsoever, including death, loss, damages, claims, patent claims, suits,

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

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. City shall have full and complete discretion in withholding or granting such approval. The Contractor shall be responsible to the City for the actions of persons and/or 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 five (5) years, commencing the date first written above. City may, at its sole option, renew this Agreement for three (3) additional one (1) year increments.

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
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
5288 Pasture Lane
Omro, WI 54963-9515

[signatures to follow on next page]

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:

Raymond Rock
Owner/Member

Print Name: _____
Title: _____

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Agreements\2022\Contractor\Excel (Utility Locates) 2-22-189-001-16.docx

CITY OF DE PERE

Public Works Department

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



January 4, 2022

**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	=	4,000
Water Main Locates	=	3,750
Sanitary Sewer Locates	=	3,750
Storm Sewer Locates	=	2,500
Electrical Locates	=	900
Fiber Optic Locates	=	300
Traffic Signals	=	200
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 unlocatable. 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.

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, traffic signals, sanitary sewer, storm sewer, and water infrastructure shall be for five years (2022 -2026) with an option for the City to renew if for three (3) more years in one (1) year increments.

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

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

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence;

with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:
Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:

\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

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

Statutory

Additional Information:

- Sample contractor services agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Contractor must submit at least three (3) references for utility locating services done in the past five (5) 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.

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

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

All proposals shall be marked “**2022 Underground Locating Services Proposal**” and received no later than 2 P.M. on Wednesday, February 2, 2022

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.

City of De Pere

Underground Utility Locating Services Proposal

YEAR 2022	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER				Not Applicable
SANITARY SEWER				Not Applicable
STORM SEWER				Not Applicable
ELECTRIC				Not Applicable
TRAFFIC SIGNAL				Not Applicable
FIBER OPTIC				

**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 2023	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER				Not Applicable
SANITARY SEWER				Not Applicable
STORM SEWER				Not Applicable
ELECTRIC				Not Applicable
TRAFFIC SIGNAL				Not Applicable
FIBER OPTIC				

**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 2024	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER				Not Applicable
SANITARY SEWER				Not Applicable
STORM SEWER				Not Applicable
ELECTRIC				Not Applicable
TRAFFIC SIGNAL				Not Applicable
FIBER OPTIC				

**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 2025	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER				Not Applicable
SANITARY SEWER				Not Applicable
STORM SEWER				Not Applicable
ELECTRIC				Not Applicable
TRAFFIC SIGNAL				Not Applicable
FIBER OPTIC				

**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 2026	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER				Not Applicable
SANITARY SEWER				Not Applicable
STORM SEWER				Not Applicable
ELECTRIC				Not Applicable
TRAFFIC SIGNAL				Not Applicable
FIBER OPTIC				

**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 2027	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER				Not Applicable
SANITARY SEWER				Not Applicable
STORM SEWER				Not Applicable
ELECTRIC				Not Applicable
TRAFFIC SIGNAL				Not Applicable
FIBER OPTIC				

**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 2028	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER				Not Applicable
SANITARY SEWER				Not Applicable
STORM SEWER				Not Applicable
ELECTRIC				Not Applicable
TRAFFIC SIGNAL				Not Applicable
FIBER OPTIC				

**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 2029	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER				Not Applicable
SANITARY SEWER				Not Applicable
STORM SEWER				Not Applicable
ELECTRIC				Not Applicable
TRAFFIC SIGNAL				Not Applicable
FIBER OPTIC				

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

Name of Firm

Address of Firm

Telephone Number

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

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. _____
2. _____
3. _____

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. _____
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 \$ _____

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.

City of De Pere

Underground Utility Locating Services Proposal

YEAR 2022	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.

~~XXXXXXXX~~

YEAR 2023	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	8.50	8.50	44.00	Not Applicable
SANITARY SEWER	4.50	4.50	44.00	Not Applicable
STORM SEWER	4.50	4.50	44.00	Not Applicable
ELECTRIC	24.50	.15	44.00	Not Applicable
TRAFFIC SIGNAL	24.50	.15	44.00	Not Applicable
FIBER OPTIC	24.50	.75	44.00	44.00

**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 2024	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	8.55	8.55	44.00	Not Applicable
SANITARY SEWER	4.55	4.55	44.00	Not Applicable
STORM SEWER	4.55	4.55	44.00	Not Applicable
ELECTRIC	25.00	.15	44.00	Not Applicable
TRAFFIC SIGNAL	25.00	.15	44.00	Not Applicable
FIBER OPTIC	25.00	.75	44.00	44.00

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

~~XXXXXXXX~~

YEAR 2025	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	8.55	8.55	44.50	Not Applicable
SANITARY SEWER	4.55	4.55	44.50	Not Applicable
STORM SEWER	4.55	4.55	44.50	Not Applicable
ELECTRIC	25.00	.15	44.50	Not Applicable
TRAFFIC SIGNAL	25.00	.15	44.50	Not Applicable
FIBER OPTIC	25.00	.75	44.50	44.50

**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 2026	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	8.55	8.55	45.00	Not Applicable
SANITARY SEWER	4.75	4.75	45.00	Not Applicable
STORM SEWER	4.75	4.75	45.00	Not Applicable
ELECTRIC	25.00	.20	45.00	Not Applicable
TRAFFIC SIGNAL	25.00	.20	45.00	Not Applicable
FIBER OPTIC	25.00	.75	45.00	45.00

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

~~XXXXXXXX~~

YEAR 2027	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	8.65	8.65	45.00	Not Applicable
SANITARY SEWER	4.80	4.80	45.00	Not Applicable
STORM SEWER	4.80	4.80	45.00	Not Applicable
ELECTRIC	26.00	.30	45.00	Not Applicable
TRAFFIC SIGNAL	26.00	.30	45.00	Not Applicable
FIBER OPTIC	26.00	.85	45.00	45.00

**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 2028	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	8.75	8.75	45.50	Not Applicable
SANITARY SEWER	5.00	5.00	45.50	Not Applicable
STORM SEWER	5.00	5.00	45.50	Not Applicable
ELECTRIC	26.00	.40	45.50	Not Applicable
TRAFFIC SIGNAL	26.00	.40	45.50	Not Applicable
FIBER OPTIC	26.00	.85	45.50	45.50

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

XXXXXXX

YEAR 2029	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	8.85	8.85	46.00	Not Applicable
SANITARY SEWER	5.25	5.25	46.00	Not Applicable
STORM SEWER	5.25	5.25	46.00	Not Applicable
ELECTRIC	26.50	.50	46.00	Not Applicable
TRAFFIC SIGNAL	26.50	.50	46.00	Not Applicable
FIBER OPTIC	26.50	1.00	46.00	46.00

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

Excel Underground, LLC

Name of Firm

5288 Pasture Ln, Omro, WI 54963

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 Jr
Signature of Bidder

Raymond Rock Jr
Print or Type Name of Bidder

1/24/2022
Date

Owner
Title

XXXXXXXX

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. Paul Mueller	Field Manager	920-419-4678
2. Kurt Fulcer	Supervisor	920-857-5021
3. Raymond Rock	Owner	920-205-4678

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

\$ None~~XXXXXXXX~~

Exhibit B

REFERENCES

Ledgeview Sanitary District
3700 Dickinson Rd, De Pere, WI 54115
Greg Potts, Director of Public Works
920-336-3360 ext. 102
gpotts@ledgeviewwisconsin.com

City of Manitowoc
900 Quay St, Manitowoc, WI 54220
Greg Minikel
920-686-6910
gminikel@manitowoc.org

Central Brown County Water Authority
PO Box 1090, Manitowoc, WI 54221
Rob Michaelson
920-686-4354
rmichaelson@mpu.org

2022 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
Office: 317-810-8255
E-mail: joshuaroland@usicllc.com
edwarddubuc@usicllc.com

Precise Underground Marking Corporation
9404 N 107th
Milwaukee, WI 53224
Office: 414-228-5179
E-mail: nikki24@preciseundergroundmarking.com

City of De Pere, WI



“Utility Locating Services”

Request For Proposal

PROPOSAL DUE DATE: 2:00 PM, Wednesday, February 2, 2022

Prepared By

USIC Locating Services, LLC
Edward Dubuc
Business Development Manager
608-335-8945





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**INNOVATIVE.
QUALIFIED.
EFFICIENT.
SAFE.**

PROTECTING AND MAINTAINING
YOUR INFRASTRUCTURE





Section 1

Cover Letter



January 31, 2022

USIC Locating Services, LLC
2111 8th Street South Suite 104
Wisconsin Rapids, WI 54494

Re: City of De Pere - Underground Utility Locating Service

On behalf of USIC, I would like to thank you for the opportunity in providing City of De Pere a proposal for the Utility Locating Services. We believe USIC has the technology that is looking for and have prepared a proposal that we believe will be advantageous for the City of De Pere.

In making your decision, we request that you consider the following success factors that USIC brings to the table.

- ♦ USIC has a proven track record with other Municipalities throughout Wisconsin and 45 states in protecting their buried assets.
- ♦ USIC is now visiting 100% of the tickets and will leave positive response at excavation site (Marked Utility or All Clear Flag)
- ♦ With USIC already performing locating in the same area, our tenured field staff already has a vast knowledge of the City of De Pere utilities where your team can be assured that the utility locating will be completed at a high level of professionalism.
- ♦ We Provide our web base “Realtime Customer Portal” that will enable to quickly view any locate and the history of the locate request plus pictures of locate. Thus, providing the ability to Audit USIC any time.

We would like to thank you again for the opportunity to submit a proposal of services. We are confident that your Selection Team will look closely at the value USIC offers while significantly reducing the risk to the City of De Pere infrastructure.

Should you have any questions regarding our proposal, please do not hesitate to contact Edward Dubuc at (608) 335-8945, or via email at edwarddubuc@usicinc.com. We also welcome you to view our website at www.usicllc.com

Sincerely,

Edward Dubuc
Business Development Manager
C: 608.335.8945



Section 2

Description of Experience - USIC Company Overview



USIC Company Overview / Description of Experience

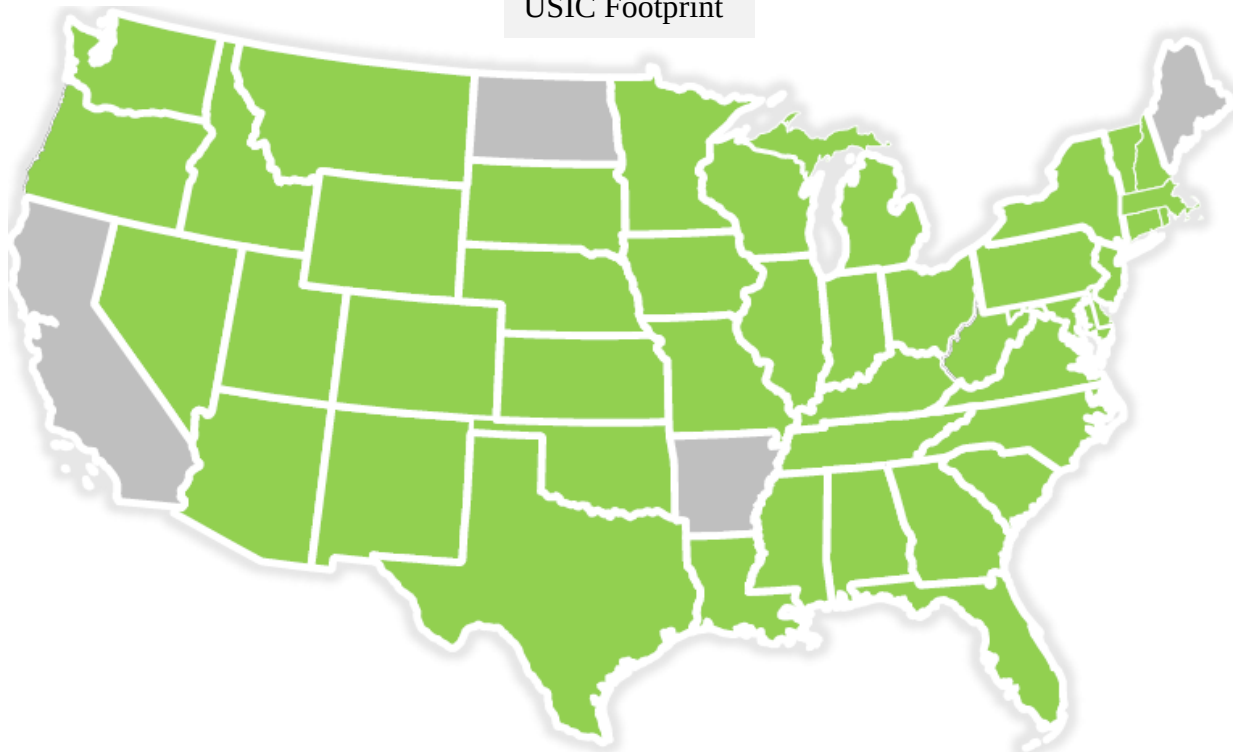
Company Information

USIC Locating Services, Inc., a subsidiary of United States Infrastructure Corporation, is America's leading provider of underground utility locating services, with over 9,500 highly-trained utility locating technicians protecting the assets of over 90% of the Fortune 500 Utility and Telecommunications Companies throughout 45 states and one Canadian province. USIC leads the utility locating industry in volume, accuracy, timeliness, and customer satisfaction.

Through our legacy companies, we have been in the locating business since 1978. In 2008, USIC Locating Services combined the two best brands in the utility locating industry, SM&P Utility Resources and Central Locating Services (CLS), to form the market leader in underground utilities locating and marking services. In 2011, USIC acquired Consolidated Utility Services and further expanded our operating footprint. USIC has a national presence with over 50% market share in the outsourced locating services market. USIC services over 40 million utility locates annually.

Quality of service is of primary importance within USIC.

USIC Footprint





Quality

Quality of service is of primary importance within USIC. USIC has earned the reputation as the highest quality service provider in the industry. Our entire organization is designed to support the highest standards of quality performance. From the initial state-of-the-art recruiting and selection process, through the most comprehensive in-house training program in the industry, to field locating and field supervision, quality performance is emphasized.

From our experience with and survey of utility companies that own buried facilities, it is clear that when utility companies consider possible vendors as facility-protection service providers and they seek the highest quality. USIC is considered a leading choice. Quality management is inherent in our Mission Statement, Values, and Beliefs. Everyone, from the field technicians to the President is dedicated to a system of performance that demands high quality.

Background

To USIC, locating is a true profession that requires a career-minded commitment from each and every USIC employee. It also requires an unwavering dedication to leading edge technology. Perhaps above all, it requires a focus on quality and excellence that extends well beyond the language of any contract. It is a bond that we have with you – our valued customer. We are always seeking the best way to serve *your* unique needs.

At the core of that bond is a promise we make and keep: to understand your organization's infrastructure better than anyone else. Through that unique knowledge, we are able to elevate our value far beyond the practice of locating and into every related area of your business.

This is how an industry leader *should* view the profession of locating.

Safety

Safety Management:

'Safety First' is one of the most critical fundamentals. Our Locators are continuously trained on new and better ways to be both safe *and* productive. The result: a strong record of safe performance, day in and day out.

Quality Assurance and Damage Protection:

What does it take to be a leader in the locating industry? At the center is a commitment to quality and damage protection that is, quite simply, unprecedented. That's why we lead our industry in infrastructure protection, with as few as one damage per 4,000 locates.

On-Time Performance:

Our goal is be 100% on-time all day, every day. It is what you would expect from a professional locating company; and it is what we strive for on every locate.



Value:

Through our density model (multiple customers at one job site mean the lowest total cost of infrastructure protection for you) we spend less time driving and more time locating. That makes everything we do on your behalf more efficient and cost effective.

Growing Our Knowledge of Your Business and Our Value to You

At USIC, we share a common goal -- to improve your business results. That is, after all, why so many companies choose to outsource a task as critical as locating.

When performed properly by qualified professionals, locating provides more than peace of mind. It is a springboard for confidently moving your business forward, secure in the knowledge that the protection of your organization's infrastructure is in qualified hands.

To provide this level of protection, we strive to understand your infrastructure and business objectives as if we were literally on-staff with you. From that strong foundation of commitment, we then seek every available means for adding value to your bottom line.

As our partnership with you continues, we'll be in a unique position to develop even more ways—beyond locating itself—to help you achieve your business goals.

Delivering Total Value to your Organization, Every Day

USIC's density model is at the heart of our business model and how we create even greater value for *all* stakeholders. Through unprecedented economies of scale, we're able to increase our efficiency and lower your total cost of infrastructure protection.

How do we do it? Because we're able to serve multiple customers from a single job site, we can spend more time locating and less time driving. It's that simple, and the advantages are clear.

Leading the Way into the Future of Locating, and Beyond

USIC is here to improve *your* business results.

Beyond locating itself, we can leverage our unparalleled knowledge of your business infrastructure to create even more opportunities to add value for *all* of your stakeholders.

Damage Prevention Stakeholder Relationships

USIC's dedication to damage prevention goes beyond the physical activity of putting paint on the ground. Our management team and their respective field technicians understand that it's imperative to create sound relationships with all of the Damage Prevention Stakeholders – Excavating Community, One Call Centers, Regulatory Agencies and of course the Utility Members.

These relationships pay great dividends each and every day especially when the excavator knows who to call and can feel confident that someone with knowledge of the area will respond.



Our customers will continue to reap the instant rewards that come from having a workforce that is trusted by all Damage Prevention Stakeholders.

SUMMARY

USIC has provided our existing customers the confidence that no other company can. We have an unparalleled knowledge in facilities locating, a proven success record, and unmatched relationships with the Damage Prevention Stakeholders. These components, when bundled together, give our customer the best solution available for protecting its infrastructure.



Section 3

PROPOSAL

CITY OF DE PERE

Public Works Department

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



January 4, 2022

**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	=	4,000
Water Main Locates	=	3,750
Sanitary Sewer Locates	=	3,750
Storm Sewer Locates	=	2,500
Electrical Locates	=	900
Fiber Optic Locates	=	300
Traffic Signals	=	200
Project Hours*	=	100

* Project hours are used for locates which require more than ~~59~~ 30 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. City will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator. Contractor will not be liable for any damages associated with an Unlocatable Facility after notifying the city.
- 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 ~~within 24 hours as soon as possible~~ from becoming aware of the Damage. 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. City agrees that should it fail to notify contractor of any Damage to City Facilities within twelve (12) hours after City receives notice of the damage, then contractor shall not be liable to City for Repair Costs arising from that Damage to City's Facilities.
- 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.

Term, Termination of Contract

- a) The proposed term of the contract 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 shall be for five years (2022 - 2026) with an option for the City to renew if for three (3) more years in one (1) year increments.
- b) Either party to this Contract can terminate this Contract upon sixty (60) days' prior written notice to the other. Upon such termination City shall only be liable for payment for any Services performed by contractor prior to the effective date of termination.

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

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

Insurance Requirements:

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

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

2. Automobile Liability

(A) Coverages must include the following extensions:
Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:

\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

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

Statutory

Additional Information:

- Sample contractor services agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Contractor must submit at least three (3) references for utility locating services done in the past five (5) 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.

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

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

All proposals shall be marked “**2022 Underground Locating Services Proposal**” and received no later than 2 P.M. on Wednesday, February 2, 2022

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.

City of De Pere

Underground Utility Locating Services Proposal

YEAR 2022	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	\$ 8.45	\$ 8.45	\$15.00 Per 1/4 Hr	Not Applicable
SANITARY SEWER	\$ 4.45	\$ 4.45	\$15.00 Per 1/4 Hr	Not Applicable
STORM SEWER	\$ 4.45	\$ 4.45	\$15.00 Per 1/4 Hr	Not Applicable
ELECTRIC	\$ 24.45	\$ 0.25	\$15.00 Per 1/4 Hr	Not Applicable
TRAFFIC SIGNAL	\$24.45	\$ 0.25	\$15.00 Per 1/4 Hr	Not Applicable
FIBER OPTIC	\$24.45	\$ 0.85	\$15.00 Per 1/4 Hr	\$15.00 Per 1/4 Hr

**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 2023	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER	\$ 8.70	\$ 8.70	\$ 15.45 Per 1/4 Hr.	Not Applicable
SANITARY SEWER	\$ 4.58	\$ 4.58	\$ 15.45 Per 1/4 Hr.	Not Applicable
STORM SEWER	\$ 4.58	\$ 4.58	\$ 15.45 Per 1/4 Hr.	Not Applicable
ELECTRIC	\$ 25.21	\$ 0.26	\$ 15.45 Per 1/4 Hr.	Not Applicable
TRAFFIC SIGNAL	\$ 25.21	\$ 0.26	\$ 15.45 Per 1/4 Hr.	Not Applicable
FIBER OPTIC	\$ 25.21	\$ 0.88	\$ 15.45 Per 1/4 Hr.	\$ 15.45 Per 1/4 Hr.

**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 2024	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER	\$ 8.96	\$ 8.96	\$ 15.91Per 1/4 Hr.	Not Applicable
SANITARY SEWER	\$ 4.72	\$ 4.72	\$ 15.91Per 1/4 Hr.	Not Applicable
STORM SEWER	\$ 4.72	\$ 4.72	\$ 15.91Per 1/4 Hr.	Not Applicable
ELECTRIC	\$ 25.97	\$ 0.27	\$ 15.91Per 1/4 Hr.	Not Applicable
TRAFFIC SIGNAL	\$ 25.97	\$ 0.27	\$ 15.91Per 1/4 Hr.	Not Applicable
FIBER OPTIC	\$ 25.97	\$ 0.91	\$ 15.91Per 1/4 Hr.	\$ 15.91Per 1/4 Hr.

**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 2025	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER	\$ 9.23	\$ 9.23	\$ 16.39 Per 1/4 Hr.	Not Applicable
SANITARY SEWER	\$ 4.86	\$ 4.86	\$ 16.39 Per 1/4 Hr.	Not Applicable
STORM SEWER	\$ 4.86	\$ 4.86	\$ 16.39 Per 1/4 Hr.	Not Applicable
ELECTRIC	\$ 26.75	\$ 0.28	\$ 16.39 Per 1/4 Hr.	Not Applicable
TRAFFIC SIGNAL	\$ 26.75	\$ 0.28	\$ 16.39 Per 1/4 Hr.	Not Applicable
FIBER OPTIC	\$ 26.75	\$ 0.94	\$ 16.39 Per 1/4 Hr.	\$ 16.39 Per 1/4 Hr.

**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 2026	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER	\$ 9.51	\$ 9.51	\$ 16.88 Per 1/4 Hr.	Not Applicable
SANITARY SEWER	\$ 5.01	\$ 5.01	\$ 16.88 Per 1/4 Hr.	Not Applicable
STORM SEWER	\$ 5.01	\$ 5.01	\$ 16.88 Per 1/4 Hr.	Not Applicable
ELECTRIC	\$ 27.55	\$ 0.29	\$ 16.88 Per 1/4 Hr.	Not Applicable
TRAFFIC SIGNAL	\$ 27.55	\$ 0.29	\$ 16.88 Per 1/4 Hr.	Not Applicable
FIBER OPTIC	\$ 27.55	\$ 0.97	\$ 16.88 Per 1/4 Hr.	\$ 16.88 Per 1/4 Hr.

**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 2027	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER	\$ 9.80	\$ 9.80	\$ 17.39 Per 1/4 Hr.	Not Applicable
SANITARY SEWER	\$ 5.16	\$ 5.16	\$ 17.39 Per 1/4 Hr.	Not Applicable
STORM SEWER	\$ 5.16	\$ 5.16	\$ 17.39 Per 1/4 Hr.	Not Applicable
ELECTRIC	\$ 28.38	\$ 0.30	\$ 17.39 Per 1/4 Hr.	Not Applicable
TRAFFIC SIGNAL	\$ 28.38	\$ 0.30	\$ 17.39 Per 1/4 Hr.	Not Applicable
FIBER OPTIC	\$ 28.38	\$ 1.00	\$ 17.39 Per 1/4 Hr.	\$ 17.39 Per 1/4 Hr.

**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 2028	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	“WATCH DOG” HOURLY RATE**
WATER	\$ 10.09	\$ 10.09	\$ 17.91 Per 1/4 Hr.	Not Applicable
SANITARY SEWER	\$ 5.32	\$ 5.32	\$ 17.91 Per 1/4 Hr.	Not Applicable
STORM SEWER	\$ 5.32	\$ 5.32	\$ 17.91 Per 1/4 Hr.	Not Applicable
ELECTRIC	\$ 29.23	\$ 0.31	\$ 17.91 Per 1/4 Hr.	Not Applicable
TRAFFIC SIGNAL	\$ 29.23	\$ 0.31	\$ 17.91 Per 1/4 Hr.	Not Applicable
FIBER OPTIC	\$ 29.23	\$ 1.01	\$ 17.91 Per 1/4 Hr.	\$ 17.91 Per 1/4 Hr.

**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 2029	PER LOCATE	NO LOCATE REQUIRED	PROJECT HOURLY RATE	"WATCH DOG" HOURLY RATE**
WATER	\$ 10.39	\$ 10.39	\$ 18.45 Per 1/4 Hr.	Not Applicable
SANITARY SEWER	\$ 5.48	\$ 5.48	\$ 18.45 Per 1/4 Hr.	Not Applicable
STORM SEWER	\$ 5.48	\$ 5.48	\$ 18.45 Per 1/4 Hr.	Not Applicable
ELECTRIC	\$ 30.11	\$ 0.32	\$ 18.45 Per 1/4 Hr.	Not Applicable
TRAFFIC SIGNAL	\$ 30.11	\$ 0.32	\$ 18.45 Per 1/4 Hr.	Not Applicable
FIBER OPTIC	\$ 30.11	\$ 1.04	\$ 18.45 Per 1/4 Hr.	\$ 18.45 Per 1/4 Hr.

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

USIC Locating Services, LLC

Name of Firm

2111 8th Street South Suite 104, Wisconsin Rapids, WI 54494

Address of Firm

608-335-8945

Telephone Number

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

representative of: USIC Locating Services, 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.

Edward Dubuc

Signature of Bidder

2/2/2022

Date

Edward Dubuc
Print or Type Name of Bidder

Business Development Manager
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.	_____		
2.	_____		
3.	_____		

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.	_____	
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 \$_____



Section 4

References



USIC CUSTOMER REFERENCES

At USIC, we know our customers are our lifeblood and we take great pride in establishing and maintaining strong customer relationships. We are driven to exceed customer expectations and ensure our customers achieve business success through partnership. As a prospective customer, you can rest assured knowing that USIC will do what it takes to keep you satisfied and will always act with professionalism and integrity. Let us show you why we are the best of the best in the industry.

The following is a list of customer references that would be happy to discuss our partnerships.

Customer	Name	Title	Phone Number
AT&T	Kevin Cavenaile	Damage Prevention Manager	815-274-3093
Spectrum	Randy Wolfgram	Construction Manager	920-831-9254
WEC Energy	Andrew LaTona	Damage Prevention Manager	414-315-1895
Lumen	Brad Patrick	Area Manager	414-573-7733
Frontier	Joe Muia	Director of Ops	715-297-9862

**VIGILANT.
QUALIFIED.
EFFICIENT.
SAFE.**

PROTECTING AND MAINTAINING
YOUR INFRASTRUCTURE

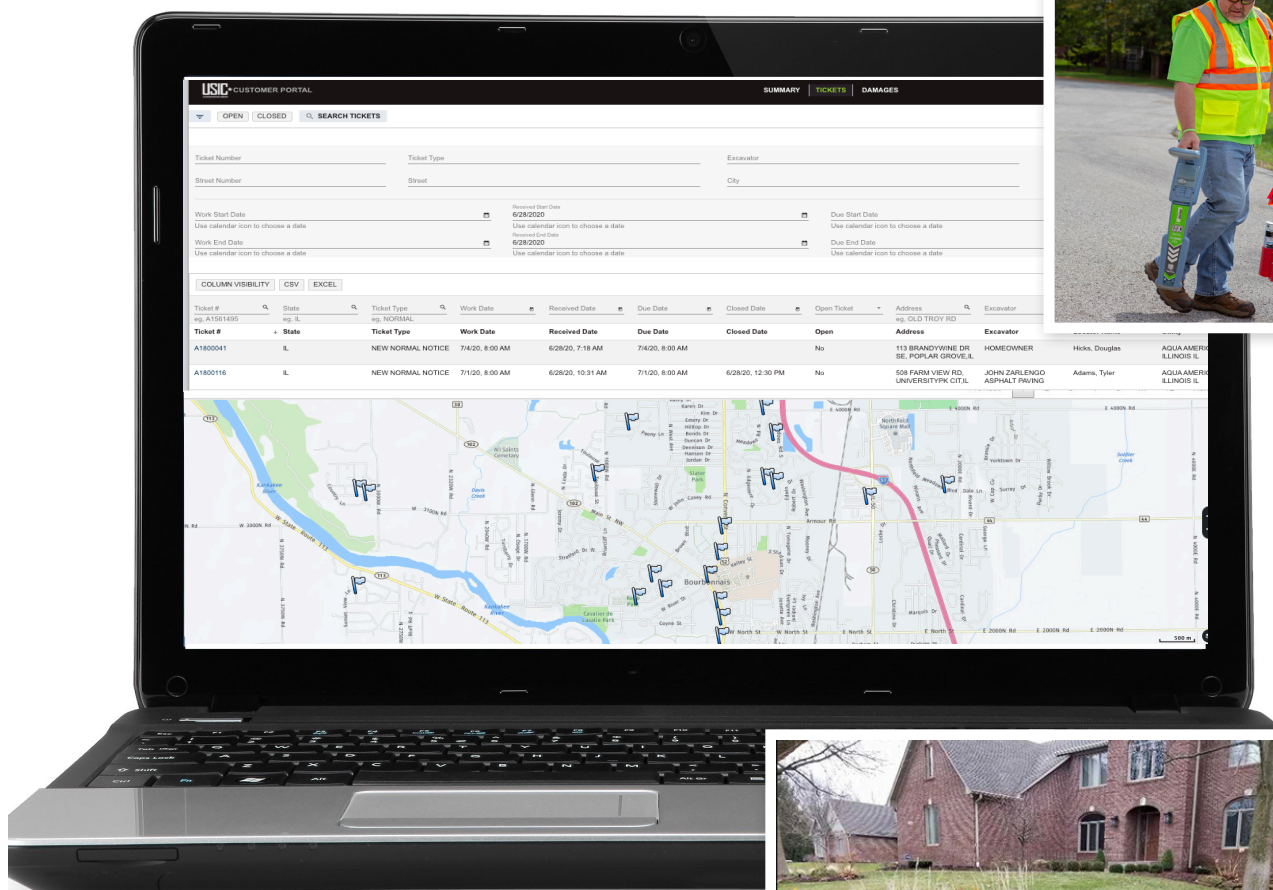




Section 7

USIC “Real-Time” Customer Portal

DAMAGE PREVENTION CUSTOMER PORTAL



Looking for a status on a ticket? Do you need to see post locate photos? Need to see what tickets have been completed and generate a report? All of your information is just a click away.



ALL OF YOUR INFORMATION IS JUST A FEW CLICKS AWAY

USIC, leader in Damage Prevention also delivers world class technology to help our customers interact with their data. The USIC Customer Portal is designed to give customers access to ticket information anytime they need it – on their desktops and mobile devices. Our Portal technology lets you view and search for tickets in few easy steps.



USIC Works for YOU

USIC works for YOU. From local infrastructure to national networks, we protect underground utilities across the country - keeping you connected to your customers and keeping the public safe. Your communities are our communities. Our mission is to deliver quality, efficient, safe, and innovative solutions to protect our partner's infrastructure and critical assets.





CUSTOMER PORTAL

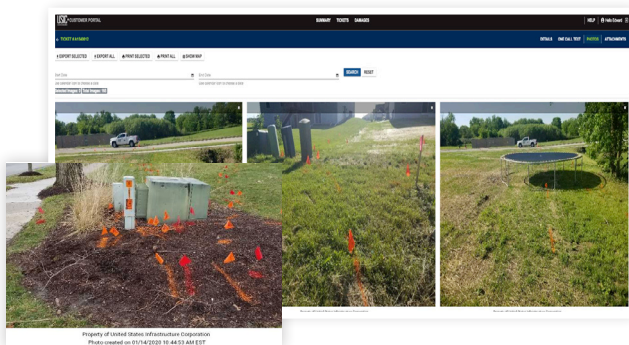
USIC'S CUSTOMER PORTAL TECHNOLOGY LETS YOU SEARCH, REVIEW, VIEW POST LOCATE PHOTOS & DOCUMENTATION, & LETS YOU DOWNLOAD TICKET INFORMATION IN A FEW EASY STEPS.

USIC CONTACTS

- Provides quick reference to your USIC Operational & Corporate Contacts
- USIC Dispatch available 24/7, 365 days. USIC is always ready to take your call

TICKET DETAILS SEARCH FUNCTIONALITY

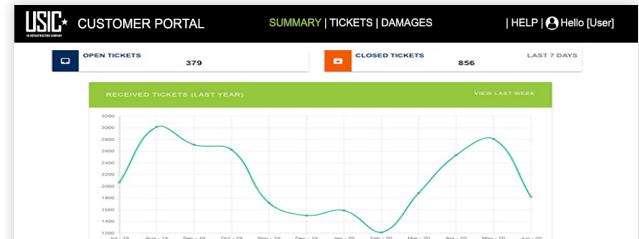
- Search for tickets by: Work Date, Received Date or Closed Start End Date
- Ability to Query Tickets by: City, County, State, Excavator, Work Type and more



TICKET POST LOCATE PHOTOS

- Displays thumbnail of all photos associated with ticket
- Each photo can be viewed in larger format with secure database date and time stamp
- All photos and information are exportable

If you have questions or need access to USIC's Customer Portal, email: CustomerPortal@USICLLC.com



TICKET SUMMARY

- Quickly identify number of all open tickets and tickets closed in past 7 days
- Annual ticket receipt summary to show high and low months throughout the year

TICKET SEARCH RESULTS

- High Level Quick View of detailed information up to 100 tickets per page
- Interactive map shows flag and ticket information of exactly where the work is being performed

DAMAGE NOTIFICATIONS

- You can view these tickets within the Damage Notifications section
- "Damage Info" tab will appear with multiple tabs to choose from



SAVE TIME & MONEY RIGHT FROM THE FIELD
TO FIND OUT MORE, VISIT:
USICLLC.COM/TECHNOLOGY





Section 8

Executive Summary



Executive Summary

Thank you for allowing USIC Locating Services the opportunity to participate in the City of De Pere bid for the utility locating work. We are 100% committed to meeting expectations and we fully understand the scope and importance of taking on this work.

Accountability / Auditable - By selecting USIC Locating Services, will have the assurance that they are partnering with a creditable and honorable utility locating company that provides the highest level of dedication, leading edge technology combined with full transparency to what our technicians are doing in the field. We will do this by providing access directly into our database by way of our propriety “Real-Time Customer Portal” and our “Dig Check” software. will be able to audit our performance any time of the day which allows you to manage us if you so desire. No longer will the team have to wait until they receive the billing to see what the locating vendor has performed with the wonder if they actually responded etc. We provide your team factual data.

Managing the Fundamentals of Locating - Every day, with every locate, we concentrate on making the four fundamentals work together flawlessly. As a result, we’re more efficient—and can be better assured of both cost effectiveness *and* superior service. The four fundamentals are:

1. Safety Management - ‘Safety First’ is one of the most critical fundamentals. Our Locators are continuously trained on new and better ways to be both safe *and* productive. The result: a strong record of safe performance, day in and day out.
2. Quality Assurance and Damage Protection - What does it take to be a leader in the locating industry? At the center is a commitment to quality and damage protection that is, quite simply, unprecedented. That’s why we lead our industry in infrastructure protection, with 99.97% of USIC located tickets resulting in no locate-related damage.
3. On-time Performance - Our goal is be 100% on-time all day, every day. It is what you would expect from a professional locating company; and it is what we strive for on every locate.
4. Efficiency - Through our density model (multiple customers at one job site mean the lowest total cost of infrastructure protection for you) we spend less time driving and more time locating. That makes everything we do on your behalf more efficient and cost effective.

Career-minded Professionals - It isn’t easy becoming a USIC Locate Technician. In fact, only one in 10 applicants qualify for our training program, and not everyone makes it to graduation. We demand excellence from our employees, because that is what our customer’s demand of USIC. For those ready to step up to the challenge, there is no better place to work. At USIC, we build careers.



Once the initial training is over, we continue to advance our Locators' skills through mentorship programs, continuous education, supervisor ride-a-longs and much more.

We continually assess the progress of our Locators, for two important reasons. First, we want to ensure that every Locator is doing everything possible to live up to the commitments we make to our customers. Second, we are nurturing management potential. You may be surprised to learn that 80% of our Supervisors were once Locators. We attract the best talent in the business, and we keep them.

Closing Statement

We are 100% committed to providing the best service to and can firmly state that we have everything in-line to meet all the locating requirements. We are whole heartily asking to provide us the opportunity to show your team that USIC is and will be the right professional locating team to go with. We look forward to your answer.

Kind Regards,

Edward Dubuc

Live the SAFE-LIFE!

Edward Dubuc

Business Development Manager

O/C: 608.335.8945

2632 Happy Valley Road

Sun Prairie, WI 53590

USICLLC.COM





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #22-08 Authoring Agreement for Contractor Services
Between the City of De Pere and Badger Concrete Lifting, LLC
(Mudjacking - Curb & Gutter and Sidewalk).

The Board of Public Works at the February 7, 2022 meeting approved award of Contract 22-19 Mudjacking Request for Proposal to Badger Concrete Lifting, LLC in the amount of \$8,480 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-08 (DOCX)
- Badger Concrete Lifting(Mudjacking)2-8-22-161-001-12 (PDF)
- Exhibit A-Badger Concrete Mudjacking (PDF)
- Exhibit B-Badger Concrete Mudjacking (PDF)
- 2022 0207 CI_BOPW_Award_22-19 (PDF)
- 2022 0127 CE_22-19 Bid Tab (PDF)

RESOLUTION #22-08

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)

WHEREAS, the City is in need of mudjacking services at various locations within the City of De Pere; and

WHEREAS, Badger Concrete Lifting, LLC has available and offers to provide personnel and equipment necessary to accomplish the mudjacking services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking – Curb & Gutter and Sidewalk) attached hereto (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of February, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 2/07/2022

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of De Pere, Wisconsin, ("City"), and Badger Concrete Lifting, LLC, a Wisconsin limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform concrete mudjacking services described in the City's Request for Proposals, Project 22-19, Mudjacking – Curb & Gutter and Sidewalk Various Locations, dated January 7, 2022, attached and incorporated herein as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated herein as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

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

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

(A) Coverages must include the following extensions:
Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

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

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and

property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Badger Concrete Lifting, LLC
Attention: Kyle Schoenebeck
811 Severndroog Way
Green Bay, WI 54313-7482

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

(Signatures follow on Page 6 of 6)

BADGER CONCRETE LIFTING, LLC**CITY OF DE PERE**

By: _____
Kyle Schoenebeck, Owner

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2022\Contractor Agreements\Badger Concrete Lifting(Mudjacking)2-8-22-161-001-12.docx

JANUARY 7, 2022

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 22-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, January 27, 2022**, at which time they will be publicly opened and read aloud. The bid opening will occur virtually. See the proposal forms and specifications for additional information.

Project 22-19 for which proposals are being sought includes the following approximate quantities:

- 20 LF Mudjacking Curb & Gutter
- 2,800 SF Mudjacking Sidewalk

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@deperewi.gov.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

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

Dated this 7th day of January, 2022.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 22-19

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 22-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mudjacking Curb & Gutter	LF	20*	\$	\$
SD-02	Mudjacking Sidewalk	SF	2,800*	\$	\$
TOTAL					\$

* Estimate, final totals determined in field.

PROPOSAL

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

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

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 22-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2022 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. OPENING BIDS

Bids will be opened at the time and place indicated in the Advertisement to Bid. The bid opening can also be viewed live via the GoToMeeting information shown below. An abstract of the amounts of the base bids and major alternatives, if any, will be made available to bidders after opening the bids.

The bid opening can be viewed live via GoToMeeting as follows:

<https://global.gotomeeting.com/join/694310421>

You can also dial in using your phone.

United States (Toll Free): 1 866 899 4679

Access Code: 694-310-421

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/694310421>

3. MUDJACKING

A. See Attached Section 32 01 20 Mudjacking.

B. The unit price for Mudjacking work includes:

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

- C. Measurement: The City will measure Mudjacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.
- D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

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

3. PROSECUTION AND PROGRESS

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

A sample contractor's agreement is attached to this proposal for your consideration.

SECTION 32 01 20**MUDJACKING****PART 1 – GENERAL****1.1 SUMMARY****A. Section Includes**

1. Mudjacking Concrete
2. Mudjacking Hole Restoration
3. Clean-up

1.2 REFERENCES (Not Used)**1.3 SUBMITTALS****A. Grout mix design.****PART 2 – PRODUCTS****2.1 MATERIALS****A. Certified grout mix shall contain a minimum of 7 percent Portland Cement.****PART 3 – EXECUTION****3.1 MUDJACKING CONCRETE**

- A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.
- B. The grout mix will have a consistency stiff enough to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.
- C. The hole size for slab raising operations shall be a minimum of one inch (1") up to a maximum of two inches (2") in diameter.
- D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.
- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch

per twelve (12) inches of lineal run, or as directed by the Engineer.

3.2 MUDJACK HOLE RESTORATION

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

3.3 CLEAN-UP

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

END OF SECTION

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 22-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mudjacking Curb & Gutter	LF	20*	\$ 4. ⁰⁰	\$ 80. ⁰⁰
SD-02	Mudjacking Sidewalk	SF	2,800*	\$ 3. ⁰⁰	\$ 8,400. ⁰⁰
TOTAL					\$ 8,480. ⁰⁰

* Estimate, final totals determined in field.

PROPOSAL

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

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


(Signature of Bidder)

TITLE Owner

Kyle Schoenebeck
Print or Type Name of Bidder

CITY OF DE PERE MEMO



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

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

Date: February 7, 2022

RE: **Consideration and possible action on award of Project 22-19 Mudjacking – Request for Proposal***

The Engineering Department received proposals for Project 22-19 Mudjacking on January 27, 2022. This work is for repairs to City sidewalk. The proposals received are as follows:

Contractor	Amount
Badger Concrete Lifting, LLC	\$8,480
Vernob, LLC DBA Acculift Mudjacking	\$8,480

The allocated budget amount for the project from the capital improvement fund is \$10,000. This is from the general obligation debt.

We have a unique situation for this proposal. Both submittals are identical. Staff has worked with Badger Concrete Lifting, LLC successfully in the past. Staff has not worked with Vernob, LLC in the past. Due to this, staff is recommending Badger Concrete.

Staff's recommendation is to accept the proposal from Badger Concrete Lifting, LLC in the amount of \$8,480.

Attachments:

2022 0127 CE_22-19 Bid Tab (PDF)



**PROJECT 22-19 MUDJACKING
PROPOSALS**

				BIDDER NO. 1		BIDDER NO. 2	
				Badger Concrete Lifting, LLC		Vernob LLC DBA Acculift Mudjacking	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	20	\$ 4.00	\$ 80.00	\$ 4.00	\$ 80.00
SD-02	Mud-Jacking Sidewalk	SF	2,800	\$ 3.00	\$ 8,400.00	\$ 3.00	\$ 8,400.00
Total Amount Bid				\$ 8,480.00		\$ 8,480.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #22-09 Authorizing Agreement for Contractor Services Between the City of De Pere and ESI Ltd. (Concrete Grinding Sidewalk-Various Locations).

The Board of Public Works at the February 7, 2022 meeting approved the award of Contract 22-19A Concrete Grinding Sidewalk-Various Locations Request for Proposal to ESI Ltd in the amount of \$13,427 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-09 (PDF)
- ESI(Concrete Grinding)2-9-22-161-001-12 (PDF)
- Exhibit A-ESI Ltd Concrete Grinding (PDF)
- Exhibit B-ESI Ltd. Concrete Grinding (PDF)
- 2022 0207 CI_BOPW_Award_22-19A(PDF)
- 2022 0127 CE_22-19A BID TAB (PDF)

RESOLUTION #22-09

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND ESI LTD.
(Concrete Grinding Sidewalk – Various Locations)

WHEREAS, the City is in need of concrete grinding services at various locations within the City of De Pere; and

WHEREAS, ESI Ltd. has available and offers to provide personnel and equipment necessary to accomplish the concrete sidewalk grinding services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into an Agreement for Contractor Services Between the City of De Pere and ESI Ltd. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of February, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/07/2022

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND ESI LTD.
(Concrete Grinding Sidewalk – Various Locations)**

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and ESI Ltd., a Wisconsin corporation ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City's Request for Proposals, Project 22-19A, Concrete Grinding Sidewalk – Various Locations, dated January 7, 2022, attached hereto and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

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

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

- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

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

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any

representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the City Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not

disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

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

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

VIII. NOTICES

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

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

If to Contractor:
ESI Ltd.
Attention: Bradley Devereux
P.O. Box 163
Thiensville, WI 53092

Signatures follow on Page 6 of 6

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

ESI LTD.

By: _____
 Printed Name: _____
 Title: _____

By: _____
 Printed Name: _____
 Title: _____

CITY OF DE PERE

By: _____
 James G. Boyd, Mayor

By: _____
 Carey E. Danen, City Clerk

Approved as to Form:

 Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2022\Contractor Agreements\ESI Ltd.(Concrete Grinding)2-9-22-161-001-12.docx

JANUARY 7, 2022
CITY OF DE PERE
REQUEST FOR PROPOSALS
PROJECT 22-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, January 27, 2022** at which time they will be publicly opened and read. The bid opening will occur virtually. See the proposal forms and specifications for additional information.

Project 22-19A for which proposals are being sought includes the following approximate quantities:

- 250 Each Grinding sidewalk up to five (5) feet wide and less than (2) inches high
- 10 LF Grind of sidewalk wider than five (5) feet wide

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@deperewi.gov.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

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

Dated this 7th day of January, 2022.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 22-19A

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 22-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to Five (5') feet wide and less than two (2") inches high	EACH	250*	\$	\$
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	10*	\$	\$
TOTAL					\$

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of

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

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS**SPECIAL PROVISIONS****PROJECT 22-19A****CONCRETE GRINDING SIDEWALK****VARIOUS LOCATIONS****1. SCOPE OF WORK**

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2022 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. OPENING BIDS

Bids will be opened at the time and place indicated in the Advertisement to Bid. The bid opening can also be viewed live via the GoToMeeting information shown below. An abstract of the amounts of the base bids and major alternatives, if any, will be made available to bidders after opening the bids.

The bid opening can be viewed live via GoToMeeting as follows:

<https://global.gotomeeting.com/join/694310421>

You can also dial in using your phone.

United States (Toll Free): 1 866 899 4679

Access Code: 694-310-421

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/694310421>

3. CONCRETE GRINDING SPECIFICATION

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

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

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

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

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

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

- C. Measurement: The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.
- D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
SD-01 Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EACH
SD-02 Grinding of sidewalk wider than five (5') feet wide	LF

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

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

A sample contractor agreement is attached for your reference.

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 22-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

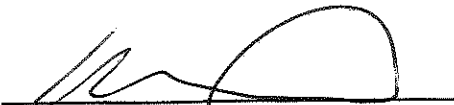
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to Five (5') feet wide and less than two (2") inches high	EACH	250*	\$ 53. ²⁵	\$ 13,312. ⁵⁰
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	10*	\$ 11. ⁴⁵	\$ 114. ⁵⁰
TOTAL					\$ 13,427. ⁰⁰

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of

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


(Signature of Bidder)

TITLE VP

Bradley Devereux
Print or Type Name of Bidder

ESI Ltd.
PO Box 163
Thiensville, WI 53092
262.242.7580

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 7, 2022

RE: **Consideration and possible action on award of Project 22-19A Sidewalk Grinding - Request for Proposal***

The Engineering Department received proposals for Project 22-19A Sidewalk Grinding on January 27, 2022. This work is for repairs to City sidewalks. The proposals received are as follows:

Contractor	Amount
ESI Ltd	\$13,427.00
All Star Cutting & Coring, LLC	\$16,345.00

The allocated budget amount for the project from the capital improvement fund is \$15,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from ESI Ltd in the amount of \$13,427.00.

Attachments:

2022 0127 CE_22-19A Bid Tab (PDF)



PROJECT 22-19A SIDEWALK GRINDING

PROPOSALS

				BIDDER NO. 1		BIDDER NO. 2	
				ESI Ltd		All Star Cutting & Coring LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EA	250	\$53.25	\$13,312.50	\$65.00	\$16,250.00
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	10	\$11.45	\$114.50	\$9.50	\$95.00
Total Amount Bid				\$13,427.00		\$16,345.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #22-10 Amending Resolution #21-113 (Adoption of Tax Levy for City Purposes to Support the 2022 City Budget) by Reapportionment of \$87,950 from General Fund - Unassigned Reserves and \$49,427 from the Pool Referendum Fund for Additional Staffing Positions and two Additional Cubicles for City Hall Second Floor.

ATTACHMENTS:

- Reso22-10 (PDF)
- Memo to Finance and Council New Positions 2-1-22 (PDF)

RESOLUTION #22-10

AMENDING RESOLUTION #21-113 (Adoption of Tax Levy for City Purposes to Support the 2022 City Budget) BY REAPPORTIONMENT OF \$87,950 FROM GENERAL FUND – UNASSIGNED RESERVES AND \$49,427 FROM THE POOL REFERENDUM FUND FOR ADDITIONAL STAFFING POSITIONS AND TWO ADDITIONAL CUBICLES FOR CITY HALL SECOND FLOOR

WHEREAS, after due deliberation and public discussion, the De Pere Common Council approved the 2022 City Budget and adopted a tax levy to support such Budget on November 16, 2021 (Resolution #21-113); and

WHEREAS, said Resolution apportioned the total tax levy of \$15,386,809 as follows:

General Fund (\$8,615,156); Debt Service (\$4,049,205); Capital Projects (\$1,742,276); and Local Levy TID Districts (\$980,172); and

WHEREAS, the City has determined to amend the 2022 City Budget by increasing total budgeted expenditures by \$137,377 (\$87,950 from the General Fund-Unassigned Reserves and \$49,427 from the Pool Referendum Fund) to fund salary and benefits for the following positions, as well as two additional cubicles for City Hall Second Floor:

Expenditure Item	Department	Maximum Salary/Cubicle Cost	Cost to General Fund	Cost to Pool Referendum Fund
Administrative Assistant (Filled in July 2022)	City Attorney	\$33,765	\$33,765	
Building Maintenance (Filled after 1 st Quarter 2022)	Public Works	\$72,440	\$36,220 (50%)	\$36,220 (50%)
Senior Pool Manager (Seasonal)	Parks, Recreation & Forestry	\$13,207		\$13,207
Community Service Officer (Seasonal)	Police Department/Parks, Recreation & Forestry	\$5,965	\$5,965	
Cubicles for City Hall	2 nd Floor Administrative Offices	\$12,000	\$12,000	

Totals: **\$137,377** **\$87,950** **\$49,427**

Resolution #22-10

Page 2 of 2

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby amends the General Fund expenditures in the 2021 property tax levy to support the City's 2022 budget by increasing the \$8,615,156 total budgeted allocation by \$137,377 (\$87,950 from the General Fund-Unassigned Reserves and \$49,427 from the Pool Referendum Fund).

BE IT FURTHER RESOLVED THAT:

The City Clerk shall, within 15 days of the passage of this Resolution, publish a Class I notice of the changes made herein as required under Wis. Stats. §65.50(5)(a).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of February, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/08/2022

CITY OF DE PERE MEMO



To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: February 8, 2022

RE: Recommendation and Possible Action to add new positions to the 2022 budget (Administrative Assistant, Building Maintenance, Sr. Pool Manager, CSO) and funding for two new cubicles on second floor of City Hall

Note: At the February 8, 2022 Finance/Personnel Committee the below recommendation was approved unanimously.

The City Administration identified four additional position requests that were previously presented by department heads as part of their proposed 2022 budget that were not included in the Mayor's Executive Budget as part of the overall budget study session completed in October 2021. The City Council indicated the Administration could present the additional position requests as a budget amendment in 2022. The following information identifies each additional position request to include anticipated expenditures and revenue sources for your consideration as an amendment to the 2022 Adopted Budget.

Administrative Assistant-City Attorney's Office

The City Attorney's Office requested the addition of a full-time Administrative Assistant position in the 2022 budget. This position was requested in order to deflect many administrative assistant tasks from the Paralegal to allow the Paralegal the time to perform higher-level Paralegal duties, thereby freeing up the City Attorney and Assistant City Attorney for the more complex legal tasks. Many administrative current administrative tasks have been delayed in order to focus on the immediate legal needs of the department/city. Additionally, this the Administrative Assistant position would be able to assist the City Administrator and Mayor in administrative tasks currently being performed by them or by the Communication Specialist-Administrative Assistant position.

The Duties of the Administrative Assistant would be to: provide administrative support to ensure efficient operation of office, including answers phone calls, schedules meeting, maintaining and updating the department file systems (hard copy and electronic), preparing memos, correspondence and other communications, including assisting the City Administrator and Mayor in administrative duties when required.

Cost Impact:

Grade G step 1 Grade G Step 3

2022 Salary:	\$44,658 (\$21.47/hr.)	\$47,216 (\$22.70/hr.)
Benefits:	<u>\$19,203 (43%)</u>	<u>\$20,313 (43%)</u>
Total:	\$63,861	\$67,529

The total cost to the 2022 budget is approximately 50% of the above as the position will be filled in July. We anticipate hiring someone into the position somewhere between steps 1 and 3 for this position and that is the reason for the cost impact range.

Maintenance Specialist-Public Works

Over the past several years, the Public Works Department has taken on additional maintenance for City facilities. As maintenance duties increased, staff has not been able to keep up with maintenance sometimes creating a back log of work. In addition, typical preventative maintenance has often been delayed. This past summer with the new VFW pool being incorporated into the operations, it has added a significant amount of daily maintenance requirements for maintenance staff requiring an additional employee. Staff did check into the possibility of hiring a private company to perform all the pool maintenance instead of adding additional staff. However, the costs of hiring a pool company for pool maintenance are significantly higher than hiring a full time employee. In addition, if this position is added, the seasonal building maintenance employee would be eliminated.

Cost Impact:

	<u>Grade J step 1</u>	<u>Grade J Step 4</u>
2022 Salary:	\$57,907 (\$27.84/hr.)	\$62,878 (\$30.23/hr.)
Benefits:	<u>\$32,873</u>	<u>\$33,708</u>
Total:	\$90,780	\$96,586

The total impact to 2022 budget is approximately 75% as the position would plan to be filled after the first quarter. The position would be budgeted 50% from the pool referendum. We anticipate hiring someone into the position somewhere between steps 1 and 4 for this position and that is the reason for the cost impact range.

Senior Pool Manager-Parks, Recreation and Forestry
--

The request is to add an administrative type position to the summer aquatics program, which will help oversee staff and operations of the pools during the summer. We feel this is a needed to position in order to effectively run the pools while having realistic expectations of our Recreation Supervisor that has other responsibilities. Because the pool essentially operates 12+ hours a day, seven days a week, we

feel we need an administrative person/role to assist the Recreation Supervisor as it's not a realistic expectation for a Recreation Supervisor to be available and active 7 days a week for 10-14 hours a day.

The main driver for this position is the increased attendance and interest in the VFW Aquatic Facility. We went from having 50 people a day in a pool that staff four lifeguards, to a VFW Aquatic Facility that often reaches capacity of 325 and operating a staff of 8 lifeguards. This is in addition to the currently and always popular Legion Pool.

General duties of this position will include:

- Overseeing and training Pool Managers and Assistant managers.
- Filling in for Pool Managers as needed.
- Assistant to Recreation Supervisor in overseeing all operations of the pools.
- Oversee in-service training.
- Oversee swim lesson instructors and evaluate.
- Oversee Lifeguard staffing and evaluate.
- Shall work frequent evenings and weekends.
- Involved with personnel decisions.

Cost Impact: \$23.00 hourly wage.

\$13,018 (\$189 with Medicare) = \$13,207. The salary would be allocated from the pool referendum.

Community Service Officer (CSO)-Police Department/Parks

We are proposing adding an additional seasonal CSO position that could focus on the safety of the parks. An additional CSO is a low cost method to prevent vandalism and rule violations within the park, and can be an extension to our Police Department in the similar or identical capacity of our Community Service Officer. The CSO position is a part-time position that assists the police department with writing traffic citations and a variety of other entry level tasks. The City currently does not have a position designed for such a task, nor does any of its current staff have the ability and/or knowledge to take on the responsibility. Our Police Department has a rather full schedule of tasks and priorities, and often times issues in the parks are a lesser priority than what they are dealing with.

This person would simply be dedicated to roaming the parks helping to curb vandalism, rule violations, remind patrons of park rules, and general presence of authority. They can also be targeted to problem areas throughout the parks such as fishing issues at the Riverwalk, loitering at parking lots after hours, dogs in parks, reoccurring vandalism issues, etc. without having the Police Officers take on the task.

Cost Impact: \$15.00 per hour

\$5,880 (\$85 with Medicare) = \$5,965

City Hall (2 nd floor) Additional Cubicles Needed
--

The second floor does not have enough space for the employees. We are looking to add two additional cubicles. We requested a quote from two companies to work with us to add the additional cubicles.

Cost Impact: \$12,000

Summary:

To add these four positions and purchase the additional cubicles the total cost to the general fund is anywhere from approximately \$84,000-\$88,000. We are recommending the funds be allocated from unassigned reserves.

	<u>Minimum Salary</u>	<u>Maximum Salary</u>	<u>Total Cost to General Fund</u>	<u>Total Cost from Pool Referendum</u>
Administrative Assistant (Filled in July)	\$31,930	\$33,765	\$31,930-\$33,765	
Building Maintenance (Filled in March)	\$68,085	\$72,440	\$34,043-\$36,220	\$34,043-\$36,220
Senior Pool Manager	\$13,207	\$13,207		\$13,207
CSO	\$5,965	\$5,965	\$5,965	
Cubicles Added			\$12,000	
			*\$83,938-	
Total			\$87,950	\$47,250-\$39,427

*Total Funds Requested From Unassigned Reserves

Please feel free to contact me at 339-4045 if you have questions prior to the meeting.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #22-11 Authorizing Agreement for Consulting Services
Between the City of De Pere and St. Norbert College Strategic
Research Institute (Community Survey).

ATTACHMENTS:

- Reso22-11 (PDF)
- SNC(Community Survey)1-18-22 (PDF)
- Exhibit A- SNC Strategic Research Institute (PDF)
- Community Survey Memo for Personnel and Finance 2-8-22 (PDF)

RESOLUTION #22-11

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND ST. NORBERT COLLEGE STRATEGIC RESEARCH INSTITUTE
(Community Survey)

WHEREAS, the City is in need of an online community survey to gauge sentiment on issues such as quality of life, evaluation of city services, fees and taxes, information dissemination, economic enhancement of downtown De Pere and demographic characteristics; and

WHEREAS, St. Norbert College Strategic Research Institute has available and offers to provide personnel necessary to accomplish the survey within the required timeframe; 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 City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and St. Norbert College Strategic Research Institute (Community Survey), as is attached hereto, subject to such changes as deemed necessary by City Attorney.

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 16th day of February, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 2/8/2022

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF DE PERE
AND ST. NORBERT COLLEGE STRATEGIC RESEARCH INSTITUTE
(Community Survey)**

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Strategic Research Institute of St. Norbert College, a Wisconsin non-stock corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of an online community survey to gauge sentiment on issues such as quality of life, evaluation of city services, fees and taxes, information dissemination, economic enhancement of downtown De Pere and demographic characteristics; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultant's Proposal attached hereto as Exhibit A 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. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in 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 with the questionnaire from a previous community survey and other information concerning the project that may be applicable in the design of the project, as are available. City shall also provide the Consultant with clear research objectives and develop a timeline that meets the needs of both parties.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit A, to be paid in a lump sum, with 50% to be paid at the start of the project, 25% once the final questionnaire is agreed upon and 25% at the conclusion of the work. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

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

XII. ALLOCATION OF RISKS

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

partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be

suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

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

If to Consultant: Jamie Lynch, Ph.D., Executive Director
Strategic Research Institute
St. Norbert College
100 Grant Street
De Pere, WI 54115

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

STRATEGIC RESEARCH INSTITUTE

CITY OF DE PERE, WISCONSIN

By: _____
Jamie Lynch, Ph.D, Executive Director

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

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City of De Pere Community Survey Proposal 2021

Includes

- Quality of Life
- Evaluating City Services
- Fees and Taxes
- Information Dissemination
- Economic Enhancements

Prepared by:



Research Objective

The Primary Research Objective is to develop and conduct a survey that will gauge community sentiment on such issues as:

- Quality of Life
- Evaluating city services
- Fees and taxes
- Information dissemination
- Economic enhancement of downtown De Pere
- Demographic characteristics

Online Research Strategy

The St. Norbert College Strategic Research Institute (SRI) will field an online survey using a large-scale canvass sample of the residents of the City of De Pere. The interview length will be approximately ten minutes. The questionnaire will be designed to collect information sufficient to meeting the research objectives identified above as well as demographic information such as age, gender, location, length of residence, etc.

The completed sample will be garnered using a postcard outreach at the household level, a water bill insert, and social media as well as traditional media outreaches.

A total of 400 completed surveys is the minimum completion goal which will provide a margin of error of +/-5% at the 95% confidence level. However, we hope to exceed this using these methods.

Questionnaire creation, sampling, staffing, and all other duties associated with fielding an online based survey will be performed by the SRI.

The SRI online survey strategy utilizes four separate outreaches to households in the City of De Pere:

Mailing 1: A notification postcard from the St. Norbert College Strategic Research Institute.

Mailing 2: A notification announcement from the City of De Pere, Mayor, City Administrator, etc. to be included with water bill mailings.

Notification 3: Social media notifications using City sites.

Notification 4: Traditional media notification, newspaper, tv, etc.

If the goal of 400 completed interviews has not been reached, then we may implement additional outreach strategies

Questionnaire Design

The questionnaire will be developed in close collaboration with the City of De Pere. The questionnaire from the previous De Pere community survey will provide a starting point for the design of the 2021 questionnaire. It will be important to retain some of the exact questions in this study to allow for longitudinal tracking of the data.

The questionnaire content will be driven by the information needs of the City of De Pere. The SRI will control the final question wording, location of the questions in the questionnaire and any other methodological decisions to ensure that the research will meet the methodological standards of the research industry. The SRI will establish overall coding procedures for any open-ended questions that might be included. The questionnaire will be a professionally designed online questionnaire.

All research conducted by the SRI will conform to the Code of Ethics of the American Association for Public Opinion Research (AAPOR) and the mission statement of St. Norbert College. All staff and employees must sign a confidentiality pledge before working on any SRI project.

Estimated Timeline	<u>Activity</u>	<u>Completed By</u>
	Contract Awarded	TBD
	Questionnaire Development	2 weeks
	Data Collection	4 - 6 weeks
	Analysis & Interpretation	2 weeks
	Final Report	2 weeks

Deliverables The final deliverable will be a PowerPoint Deck interpretive summary report in PDF format.

**Research Team
Qualifications**

Dr. Jamie Lynch, Ph.D., Executive Director and Associate Professor of Sociology

Dr. Lynch arrived as the Executive Director of the SRI in January 2016. He is an Associate Professor of Sociology at St. Norbert College. He received his B.S. degree from Western Washington University and his Ph.D. from The Ohio State University. He is an expert in the areas of medical sociology, data visualization, and quantitative methodology. He has worked with state governments and healthcare agencies to produce policy recommendation and action steps.

Mr. Craig Stencel, M.S., Director of Operations

Mr. Stencel received his B.S. degree from St. Norbert College and his M.S. degree from Michigan Technological University. He has almost 20 years of extensive experience with historical documentation, census records, and public opinion field research methods, as well as health, education, community, and corporate studies.

Ms. Keri Pietsch, B.A., Research Coordinator

Ms. Pietsch received her Bachelor of Arts degree in Psychology from St. Norbert College. She has ample experience with conducting research, analyzing data, and

reporting results. She is an expert in processing and understanding outcomes and evaluations, and has experience in health, market, satisfaction, and public opinion research studies.

References

Mari Kriescher, Behavioral Health Manager
Oneida Nation
P.O. Box 365
Oneida, WI 54155

Dave Wegge, President
Envision Greater Green Bay
920-217-7738

Dennis Buehler, President
Greater Green Bay Community Foundation
920-432-5577

Sample Client List

Oneida Tribe – Tribal Community and Health Departments
Greater Green Bay Community Foundation
Green Bay Area Chamber of Commerce
City of De Pere
Denmark Community School District
Howard-Suamico School District
Green Bay School District
DOT – City of La Crosse – in partnership with SHE
City of Janesville
Waunakee School District
L.I.F.E Studies (Brown County, Fox Cities, Oshkosh)

Contract Terms

The SRI generally requires 50% payment at the start of the project, 25% once the final questionnaire is agreed upon and 25% at the completion of the project. These terms can be altered to meet the needs of the client.

Investment

**Total Online Strategy Investment
with community mailing = \$ 12,500**

For Further Information Contact

Jamie Lynch, Ph.D., Executive Director
Strategic Research Institute
St. Norbert College
100 Grant Street
De Pere, WI 54115
920-403-3088 Office
jamie.lynch@snc.edu



ST. NORBERT COLLEGE

Strategic
Research
Institute

100 Grant St., De Pere, WI 54115
1.877.214.7183 (toll-free)

CITY OF DE PERE MEMO



To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: February 8, 2022

RE: Community Survey

The City Council approved \$14,000 in the 2022 Adopted Budget to have a community survey completed. The City has solicited and received the attached proposal from St Norbert College Strategic Research Institute to complete the survey for the City for \$12,500. A copy of their proposal for services is attached. If the agreement is approved, the Administration will work with the staff of the Strategic Research Institute to develop the survey questions for consideration and approval by the City Council.

The City has previously utilized the services of St. Norbert College to conduct community surveys for the City in 2004, 2008, 2011 and 2014. The Administration is recommending the Personnel and Finance Committee recommend the City Council approve the agreement between the City of De Pere and St. Norbert College Strategic Research Institute to conduct a community survey on behalf of the City of De Pere in 2022.

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

MEETING DATE: February 16, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #22-12 Approving nCourt Payment Processing Services
Statement of Work for Municipal Court Payment Processing
Services.

The Finance/Personnel Committee voted unanimously at its meeting on February 8, 2022, to approve this item and move it forward to the Common Council for final approval.

ATTACHMENTS:

- Reso22-12 (PDF)
- nCourt Payment Processing Services Statement of Work and supporting documentation (PDF)
- Memo to Finance-Personnel Committee-nCourt-Judge Matyas-Sarah Huettl (PDF)

RESOLUTION #22-12

APPROVING nCOURT PAYMENT PROCESSING SERVICES STATEMENT OF WORK
FOR MUNICIPAL COURT PAYMENT PROCESSING SERVICES

WHEREAS, the De Pere Municipal Court processes citations from the Police Department through its software program, Titan Public Safety Solutions (TIPSS); and

WHEREAS, TIPSS has partnered with nCourt, an online payment processing service, which will provide the public access to more options for payment, access to information online, as well as providing a payment plan option for monthly automatic withdrawals; and

WHEREAS, the Municipal Court would like to implement nCourt to allow for a more integrated and efficient payment system with its current TIPSS software, as well as provide additional payment options to the public; 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 is authorized and directed to execute the Payment Processing Services Statement of Work with nCourt, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are 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 16th day of February, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Ayes: _____

Board/Committee Approval: 02/08/2022



4624 South Biltmore Lane • Madison, WI 53718
Phone: 608.244.1500 • Fax: 608.244.1504
www.tipssl.com

December 7, 2021

Sarah Huettl
DePere Municipal Court
335 S Broadway
DePere, WI 54115

re: ***TiPSSWebPayment***, Quote # 2021-089

Dear Sarah Huettl:

Please see the attached proposal for implementing the *TiPSSWebPayment* web service. The software is the result of an agreement between TiPSS and either nCourt or Point & Pay payment processing service.

In addition, you will need to contact your hardware/network/web page provider to arrange for these additional services:

- An SSL certificate to encrypt the data. The SSL certificate is estimated to cost approximately \$100 and must be renewed annually.
- On site network and installation assistance (estimated at 2 hours).
- Web page modifications to launch the payment processing service website from the Municipality's local web page. Contact your web developer for an estimate.

If you decide to accept this proposal, **please sign and date below and return a copy to our office**, via mail at the address above, or via fax at 608/244-1504. If we can answer any questions or provide any clarifications, please do not hesitate to call us at 608/244-1500.

Sincerely,

Xong Yang, Member
Titan Public Safety Solutions, LLC



Signature Page

Please check the item or items listed below to indicate acceptance of all or parts of this proposal. Then sign and return this single page to TiPSS. If there are any questions regarding this proposal, feel free to contact us at 608/244-1500 (or toll-free at 877/241-3877).

The following item(s) of this proposal is/are accepted:

_____ 2021 - 089 *TiPSSWebPayment* Web Service

Payment for the license and service portion of the proposal(s) will be paid as indicated below:

_____ Full payment of License & Service charges upon installation.

Acknowledgement by the Customer:

DePere Municipal Court

Signature: _____

Name: (please print): _____

Date: _____

Notes and Requirements

License & Service Fees

License & Service Fees include **remote** installation of the software on the customer network. The customer is responsible for providing skilled hardware/network expertise to install the software with remote assistance from TiPSS Customer Support. Network support is required to purchase and install the SSL Certificate as well as other network related tasks. The proposal(s) includes installing the TiPSS software only and does not include hardware, hardware installation, cabling, network support, or network installation.

Third Party Software

Third party software products, required to generate documents, prepare for conversion, and provide remote support and training, are **not** included. Contact your hardware/software vendor to purchase and install the following required third party products:

Minimum Software/Hardware Requirements (subject to change)

- **Workstation Requirements (Minimum)**

<i>Windows version</i>	Windows 10®
<i>Processor speed</i>	1 GHz Processor
<i>Operating System</i>	64 bit processor
<i>Memory</i>	2 GB RAM required/4 GB RAM recommended
<i>Disk space</i>	30 GB hard drive
<i>.NET version</i>	4.0
<i>Other</i>	Touch Screen Monitor (optional for <i>TiPSSCashRegister</i>)

- **Server Recommendations**

Server configurations may vary; minimum requirements are for a dedicated server for the WIJIS interface only. Agencies sharing workloads with other software or operating in a virtual environment should judge CPU size accordingly.

<i>Windows version</i>	Windows 2014® or newer version
<i>Processor speed</i>	Pentium 4, 3.0 Ghz CPU or better
<i>Operating System</i>	64 bit processor
<i>Memory</i>	8 GB RAM
<i>Disk space</i>	80 GB hard drive
<i>.NET version</i>	4.6.1
<i>IIS version</i>	7 or higher (<i>TiPSSWebServices</i> only)
<i>Other</i>	A reliable backup system

- **Network Requirements if applicable**

- Current Internet Browser
- High Speed Internet Connection
- Static or unchanging public IP address

- **Third Party Software Requirements**

- MSWord 2013® or newer version (each workstation)
- MSEXcel 2013® or newer version (1 workstation)
- MS SQL Express 2014® or newer version (recommended for less than 4 Workstations)
- MS SQL Server 2014® or newer version (for 4+ Workstations or multi-jurisdictional courts)

- MS SQL Server Management Studio must either be installed on at least 1 workstation or access to the MS SQL Server granted
- Current SSL certificate (*TiPSSWebServices* only)
- TeamViewer 10® or GoToAssist® for remote support (no charge)

PRODUCT SUMMARIES

TiPSSWebPayment

TiPSSWebPayment is an interface between TiPSS products and either nCourt or Point & Pay payment processing service. The online payment service is designed to query for unpaid Citations and Tickets, process payments electronically, and return payment and demographic information. It is intended to fully integrate *TiPSSCourts* and/or *TiPSSParking* products with credit card, debit, and eCheck payment processing. Full integration provides batch processing of online transactions.

DePere Municipal Court

Proposal Number: 2021 - 089

Proposal Summary Sheet

Proposal Date: December 7, 2021

Proposal Expiration: April 30, 2022

Product/Service	License Type	Description	Number of Licenses		License & Service Fees	Annual System Support (2022)	Proposal Totals
			Full-Access	View-Only			
TiPSSWebPayment	Server	Online Payment Interface between municipality and nCourt.	n/a		\$1,250	\$315	\$1,565
		Installation/Setup (Remote) Training (Remote)					
PROPOSAL TOTAL					\$1,250	\$315	\$1,565

The pricing detail presented above is confidential information between the CUSTOMER and TiPSS; not for public use or disclosure.

TiPSS and nCourt Payment Processing Partnership

Frequently Asked Questions

Q. What is *TiPSSWebPayment*?

A. *TiPSSWebPayment* is an interface between the *TiPSSCourts* and *TiPSSParking* products and a payment processing service for accepting payments online. It is designed to query for unpaid Citations and Parking Tickets, make payments online, and process the payments without having to re-enter each payment into TiPSS individually. *TiPSSWebPayment* has been a fulling functioning interface since 2016, taking in tens of thousands of payments for municipalities across Wisconsin.

Q. How much will the *TiPSSWebPayment* interface to nCourt cost?

A. There are three potential costs.

TiPSS costs

There is a license and support fee for the *TiPSSWebPayment* interface. If interested, please contact Susan for a proposal.

nCourt cost

You will need to contact the nCourt Sales Representative for this information. We would be happy to provide a referral for you.

Network/IT costs

Expect some Network/IT service fees. Your Network provider is responsible for security, configuring the network firewall, and providing TiPSS access to the server to install the TiPSS programs. We will provide network requirements. You will need to contact your network/IT person for their costs.

Q. What if I want to use nCourt but not *TiPSSWebPayment*?

A. Payments can be receipted at the window and online without the interface to *TiPSSCourts* and/or *TiPSSParking* for looking up Citations or Tickets. nCourt specializes in processing payments for all types of Government Departments including Municipal Court Citations, Parking Tickets, Municipal Utilities, and Property Taxes.

Q. Does the *TiPSSWebPayment* interface work with other payment processors?

A. The *TiPSSWebPayment* interface can support both nCourt and Point & Pay. It is totally your choice which payment processor you chose for the interface. We are excited about some of the new payment options provided by nCourt and think you might be too. Contact Susan if you would like more information or a referral to a Sales Representative.

ANNOUNCEMENT TiPSS Partners with nCourts

Titan Public Safety Solutions, LLC is pleased to announce selection of **nCourt**, as a new partner for electronic payment processing. The partnership lets us expand the services we provide our Customers by diversifying and offering our Customers more options for electronic payment processing.

TiPSSWebPayment interface

TiPSSWebPayment is an interface between TiPSS products and the payment processing service. The online payment service is designed to query unpaid Citations and Tickets and provide options for users to process payments electronically. It is intended to fully interface with *TiPSSCourts* and/or *TiPSSParking* products for payment processing. The interface also provides batch processing of online transactions.

With this new partnership we are now able to interface with two payment processing services; nCourt and Point & Pay. Below is a chart to make it easy for you to weigh the benefits of each vendor and select the company that best suits your municipality. Please note that some features are only available to customers who have opted to purchase the *TiPSSWebPayment* interface.



- Available with the *TiPSSWebPayment* interface



- Available without the *TiPSSWebPayment* interface

Feature	nCourt	point&pay
Accepts Credit Card, Debit Card and eCheck in Person and Online.		
Accepts Venmo, PayPal, ACH and other electronic forms of currency on Online.		
Accepts Cash at Walgreens, CSV, 7-Eleven and other popular retail locations.		
Creates Agency customized website for online payments.		
Provides Agency card readers with swipers at no cost.		
Provides Agency card readers with swipers, chip readers and tap to pay at no cost.		
Provides Defendant text or email notification when their Citation/Ticket is available for payment after the Defendant has unsuccessful search.		
Provides Agency a dedicated TiPSS Client Success Manager.		
Supports Defendants with the ability to schedule periodic payments aligned to court ordered Payment Plans.		
Supports Defendants with 'Online Chat' to answer common questions for making payments.		
Supports instructing the Payer to call the Municipality if the Citation/Ticket is not found. No more trying to resolve payments not intended for your Agency.		
Returns Payer information associated with the payment.		
Returns Defendant/Owner name, address, telephone, and email information to the Agency for future collection efforts.		
Supports Agency defined "end of day" cut off time for clearer reconciliation.		
Enables payments from Payment Processor to be automatically passed back to <i>TiPSSCourts</i> or <i>TiPSSParking</i> to be applied in seconds.		



Payments Made Easy

PAYMENT PROCESSING SERVICES STATEMENT OF WORK

between

nCourt

("Provider")

having its principal place of business at:

3025 Windward Plaza Ste 200

Alpharetta, Georgia 30005

and

De Pere Municipal Court

("Merchant")

having its principal address at:

335 South Broadway

De Pere, WI 54115

THIS PAYMENT PROCESSING SERVICE STATEMENT OF WORK (this "SOW") is made and entered into as of the ____ day of December 2021 ("Effective Date") by and between nCourt ("Provider") and De Pere Municipal Court ("Merchant"). Merchant and Provider may each be referred to individually as a "Party" and together as the "Parties."

The Terms and Conditions located at https://govcontract.wpengine.com/payment_processing/ are incorporated by reference.

TERM

This SOW will commence upon the Effective Date and continue for three (3) years, at which point in time the SOW will automatically renew for successive one (1) year periods unless either party, at least sixty (60) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this SOW.

STRATEGY

After the contracting process has ended, Provider will build and the maintain payment channel(s), as defined below, to allow Merchant to securely accept, validate, and track payment data from its Customers. Where Web E-Payment System is in scope, an initial test site will be built to load all data received from Merchant and Titan Public Safety Solutions. On this test site, Provider will build logic and business rules to govern the hosted data. Once the web services have been properly built, tested, and reviewed, Provider will establish Merchant Identification credentials. Web services and Merchant Identification credentials will be applied and integrated into the hosted site and data backed payments will be tested. Once the payments are tested, Provider will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct Provider to launch the site.

The date of System launch ("Go-Live") will be targeted during an implementation kickoff call with all relevant stakeholders. The successful completion of this Statement of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

SCOPE

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Merchant will make resources available to assist Provider in the timely launch of the payment processing program. Provider cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources. If system does not launch within twelve (12) months of signature date due to Merchant delays, the full implementation fee will become due. Otherwise there is not cost for the implementation or services provided unless specified herein.

Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by Provider.

2. E-Payment System Utilization

- 2.1. Merchant will make Provider's Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Merchant's general IVR/Phone system and d) other channels deemed appropriate by the Merchant.
- 2.2. Provider shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by Provider. Both parties agree that Provider will be presented as the primary payment method option. Merchant will communicate the Provider payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.
- 2.3. Payments types shall be processed through the payment channels defined in this SOW as marked (☑):

☐ Tax	☐ Parks & Recreation
☐ Utilities	☐ Child Support
☒ Court Fees & Fines	☐ Miscellaneous
☐ Licenses	

3. **Provider Deliverables:** Provider shall deliver the following, included as marked (☑):

- 3.1. ☒ Web E-Payment System
- 3.1.1. Provider shall build, host and maintain Merchant-specific website(s) for De Pere Municipal Court. Provider will purchase a URL, www.TBD.com.
 - 3.1.2. Provider will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.
 - 3.1.3. System will collect and transmit payment information for authorization and settlement.
 - 3.1.4. System will provide method of transferring transaction data back to Merchant.
 - 3.1.5. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.
- 3.2. ☒ Counter E-Payment System
- 3.2.1. Provider shall deliver and configure 3 EMV device(s).
 - 3.2.2. Provider shall deliver an administrator portal for counter payments.
 - 3.2.3. Provider shall remotely upgrade EMV devices as appropriate.
 - 3.2.4. Provider shall provide one (1) remote, web-based training session covering setup and use of EMV devices.
- 3.3. ☒ Phone / Call Center E-Payment System
- 3.3.1. Provider shall provide a toll-free telephonic customer service function to ensure that Customers utilizing the Program have a satisfactory experience that does not require the technological assistance of Merchant personnel.
- 3.4. ☒ IVR - E-Payment System
- 3.4.1. IVR solution shall be hosted and maintained by Provider.
 - 3.4.2. Provider shall configure call scripts according to industry best practices.
 - 3.4.3. IVR functionality shall only include search/retrieval and payment processing of Case payments in full.
- 3.5. ☒ Text and Email Payment System
- 3.5.1. Provider will deliver functionality to allow Customers to set up text (SMS) and/or email payment and notification preferences through their E-Payment System profile. Customers will be required to (i) have a valid payment method stored within their profile and (ii) verify their cell phone number prior to completing registration.
- 3.6. ☒ eCheck/ACH E-Payment System
- 3.6.1. Provider will configure web E-Payment System to accept eCheck/ACH Payments.
- 3.7. ☒ Integrations
- 3.7.1. Provider will create/maintain an integration with record management or other system. System integration Statement of Work is in Exhibit B.
- 3.8. ☒ E-Payment System Training
- 3.8.1. Provider will provide support and training to Merchant personnel via live, web-based session(s). A training schedule will be shared during implementation.
4. **Merchant's Responsibilities:** In order for Provider to provide the Services outlined in this SOW, the Merchant shall deliver the following, included as marked (☒):
- 4.1. ☒ General
- 4.1.1. Attend client care calls as requested.
 - 4.1.2. Notify Provider of changes to any state, county, or municipal mandates or laws.
 - 4.1.3. Revoke system access of terminated Merchant employees at time of termination.
- 4.2. ☒ Web E-Payment System
- 4.2.1. For the duration of this SOW, Merchant will maintain an active link connecting the Merchant website and the Provider payment portal in a prominent and mutually agreed location on the Merchant website.
- 4.3. ☒ Counter E-Payment System
- 4.3.1. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the

ordinary course of business.

4.4. ☒ Phone E-Payment System

4.4.1. The phone number for the payment IVR (if applicable) and Provider Call Center (if applicable) will also be added to the website.

4.4.2. The Merchant will add the IVR Payment option (if applicable) as part of the Merchant general phone system.

4.5. ☒ Integrations

4.5.1. The Merchant, via their record management system, TiPSS, will update Provider's payment program on a near real-time basis, with data on all open and payable records from the Merchant's server. Upon exchange of the data, the information may be accessed, and payment made by the Customer. Record management system integration Statement of Work is in Exhibit B.

4.6. ☐ PayPal setup details required:

Merchant Bank Account Information:

Name of Bank: _____

ABA No.: _____

Account No.: _____

Account Name: _____

Reference: _____

SIGNATURES

In witness whereof, the Parties have executed this SOW by their duly authorized representatives as of the date first above written.

De Pere Municipal Court:

nCourt, LLC:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: FEES

1. The expected processing volume in the Program is estimated at 250-300 citations per month.

2. **E-Payment System**

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees ("*Convenience Fees*") and/or Merchant will be billed applicable fees ("*Merchant Absorbed Fees*") associated with payment transactions marked (☒) as follows:

Payment Type

Payment Channel	Transaction Type	Fee Structure	Merchant Absorbed
☒ Online (via web or mobile device)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: 2.95% per transaction or \$2.95 minimum fee per transaction	☐
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	☐ PayPal / PayPal Credit / Venmo		
	☒ E-Check / ACH	\$1.95 per transaction	☐
☒ Counter (in-office via PCI compliant, EMV ready card readers)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: 2.95% per transaction or \$2.95 minimum fee per transaction	☐
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	☐ E-Check / ACH	\$1.95 per transaction	☐
☒ Call Center (via live, bilingual call center agent)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction: 2.95% per transaction	☐
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover	Plus \$4.95 minimum fee per transaction	
	☐ E-Check / ACH	\$2.95 per transaction	☐
☒ IVR (via automated phone system)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: 2.95% per transaction or \$2.95 minimum fee per transaction	☐
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	☐ E-Check / ACH	\$1.95 per transaction	☐

☐ Cash (at participating retail locations)	☐ Cash	\$1.95 per transaction	☐
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3. Implementation Services

Only the services marked (☒) will be implemented. Fees will be waived if Merchant implements E-Payment System within twelve (12) months:

Implementation Service	Fee Recurrence	Fee
☒ E-Payment System Deployment & Program Implementation	One-time	\$10,000.00 Waived
☒ IVR Implementation	One-time	\$2,000.00 Waived
☒ Web Services or API Implementation	One-time	\$5,000.00 Waived
☐ File Integration	One-time	\$1,000.00 Waived
☐ Support & Training (__ hour(s))	Per hour	\$150.00 Waived
☐ Custom Programming (__ hour(s))	Per hour	\$150.00 Waived
☒ POS Terminals (__ terminal(s))	Per unit	\$350.00 Waived

4. Ongoing Services

Payment processing and development services to be funded by Merchant, as marked (☒):

Service	Fee Recurrence	Fee
☐ Address Verification	Per occurrence	
☐ Chargeback Processing	Per occurrence	
☐ Statement Fee	Per occurrence	

EXHIBIT B: INTEGRATION SCOPE

1. Merchant will make Titan Public Safety Solutions (“*TiPSS*”) aware of the requirement to integrate with the nCourt E-Payment system and of the anticipated Go-Live date contemplated herein. Merchant will compel Software Vendor to assist in setting up direct data interface, including providing all file descriptions or API and/or FTP documentation.
2. If nCourt is delivering a web service or API service, nCourt will need access and resources from the Merchant to ensure both systems from each company can interface and exchange data appropriately. Failure to grant nCourt access or a Merchant resource to help support this step of the implementation process will result in delays to the Merchant’s Go-Live date.
3. **nCourt Responsibilities**
 - 3.1. All payment transactions will update the Merchant’s *TiPSS* system on a predetermined cadence.
 - 3.2. If there are designated payments which are ineligible for online payment, Merchant will be able to omit those records from being paid through nCourt via their *TiPSS* system.
 - 3.3. Dependent on information from Software Vendor, data may be searched by the following fields, or similar identifying characteristic of the Customer.
 - 3.3.1. First Name
 - 3.3.2. Last Name
 - 3.3.3. Driver’s License Number
 - 3.3.4. Ticket Number
 - 3.3.5. Citation Number
 - 3.3.6. Case Number
4. **Merchant Responsibilities**
 - 4.1. Merchant will supply nCourt with Software Vendor contact information
 - 4.2. Merchant will actively participate in accomplishing the Go-Live of the Program in the specified timeframe outlined herein.
 - 4.3. Merchant shall provide access to a dedicated test and production environment for the implementation lifecycle.
 - 4.4. Merchant will provide the file format specification currently used to post its payments to the *TiPSS* system. Merchant will fully cooperate with nCourt and provide the information required to integrate with the Merchant’s system.
 - 4.5. Merchant to provide multiple copies of bills and/or receipts to nCourt, if in project scope.
 - 4.6. Merchant is responsible for determining and notifying nCourt if (i) defendant shall be allowed the option(s) to select Traffic School or proof of corrections, or (ii) a partial or full payment by the defendant shall be allowed. This notification must take place prior to completion of the Design Document and the beta version of the Merchant site, and no later than thirty (30) days after the Effective Date.
 - 4.7. Merchant acknowledges that Counter is embedded in Merchant’s *TiPSS* system and all transactions will stay within Merchant’s *TiPSS* system.
 - 4.8. Merchant will compel Software Vendor to supply nCourt with a CSV file containing the following information. nCourt shall confirm file receipt.
 - 4.8.1. Citation Number (Required)
 - 4.8.2. Case Number (Required)
 - 4.8.3. Defendant’s Name (Required)
 - 4.8.4. Date of Birth (Required for IVR)
 - 4.8.5. Amount Due (Required)
 - 4.8.6. Payability / Must Appear Flag (Required)
 - 4.8.7. Address
 - 4.8.8. Offense
 - 4.8.9. Violation Date
 - 4.8.10. Court Date
 - 4.9. Merchant shall supply nCourt with the following:
 - 4.9.1. Payment information
 - 4.9.2. W9 with Employer Identification Number (EIN)
 - 4.9.3. Financial Disbursement Agreement (FDA) for each judge in scope
 - 4.9.4. Any applicable test case scenarios
 - 4.9.5. Applicable collections logic
 - 4.9.6. Applicable custom verbiage to be included by record type

DePere Municipal Court
Honorable Judge David Matyas
335 S Broadway St.
DePere, WI. 54115

DATE: February 8, 2022
TO: F/P Committee
FROM: Judge David Matyas/Sarah Huettl
RE: nCourt Payment Processing

nCourt is an online payment processing service for accessing citation information (citation number and amount due) and accepting payments online. This service provides options to process payments electronically. There is a Pay Plan option where payments can be made by automatic withdrawal every month and an email reminder is sent out.

I have included a sheet with additional features available with this service.

Payments will be accepted by Credit Card, Debit Card, eCheck, Venmo, Apple Pay, Paypal and ACH.

nCourt has been in business since 2002, works with 33 state and local governments, and is the payment processing provider for multiple Wisconsin municipalities for collecting utility and property tax payments. I selected this service because I feel it will best serve the public having this information available online where they can access it at any time and it provides more options for payment. My experience is people are looking for more payment options and having this available will likely result in the City collecting more money.

TiPSS is the software program De Pere Municipal Court uses to process citations uploaded from the Police Department. This is how we keep track of payments, warrants, and what happened with the case in Court. The current company we use for payment is AllPaid. TiPSS has partnered with nCourt which allows for a more integrated payment system with our current software.

nCourt is charging a one-time license and service fee of \$1,250.00 and an annual system support fee of \$315.00. The total cost for 2022 will be \$1,565.00 and the total cost in subsequent years will be \$315.00. This will come out of the Municipal Court budget.

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

MEETING DATE: February 16, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Resolution #22-13 Approving Lease Agreement with Gordon Flesch Company, Inc. (Photocopy Equipment-Police Department).

Approved Unanimously at the Finance Committee Meeting on Feb 8, 2022.

The agreements are attached that would need to be approved and authorized. The monthly cost is nearly the same as our current maintenance on the old Canon IR machine in our interior office area. (It did increase with the updated proposal.) However, the new machine prints and scans in color, so our color costs would be reduced tremendously, and be more available at an economical cost to the department. Currently the cartridges for the 500 Color Laser in the office are nearly \$200 per color cartridge. Cost of use on that machine would be greatly reduced.

It also includes a new machine for the front desk, which we are testing currently. The new cost would be \$198.74 monthly, versus the current maintenance on the existing equipment of \$191.00. Our budget estimates are generous enough to cover this small increase.

ATTACHMENTS:

- Reso22-13 (PDF)
- Master Agreement (PDF)
- Master Agreement - Acceptance Supplement (PDF)
- Proposal - Investment Analysis - current vs proposed upgraded - 063021 (PDF)

RESOLUTION #22-13

APPROVING LEASE AGREEMENT WITH GORDON FLESCH COMPANY, INC.
(Photocopy Equipment-Police Department)

WHEREAS, the Police Department is in need of a new photocopy equipment; and

WHEREAS, Gordon Flesch Company, Inc. has available and offers to provide photocopy and scanning equipment in accordance with the terms and conditions of their Master Agreement and Master Agreement Acceptance Supplement attached hereto; 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 is hereby authorized and directed to execute such Master Agreement and Master Agreement Acceptance Supplement, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of February, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/08/2022



Gordon Flesch Company, Inc. Master Agreement

Agreement Number: _____

Customer ("You" or "Customer")		☐ Proprietorship ☐ Association ☐ Partnership ☒ Municipality ☐ Corporation ☐ LLC	
De Pere Police Department	Kerry Krueger	WI	54115
Full Legal Name	Contact Name	State	Zip
325 S Broadway	De Pere		
Address	City		
(920) 339-4084	kkrueger@deperewi.gov		
Phone	E-mail		Federal ID #

This Gordon Flesch Company, Inc. Master Agreement by and between Gordon Flesch Company, Inc., a Wisconsin corporation, d/b/a GFCConsulting or GFC Leasing, with offices at 2675 Research Park Drive, Madison, WI 53711 ("GFC") and De Pere Police Department _____, organized in the state of WI, ("you" or "Customer"), is effective on the date executed by GFC.

- Agreement.** By signing this Gordon Flesch Company, Inc. Master Agreement, you agree to the terms herein plus any and all Master Agreement Acceptance Supplements ("Supplement(s)") executed by you now and in the future. Each Supplement will be in a form prescribed by GFC, and upon execution by you and GFC will constitute a part of this Agreement to the same extent as if they were set forth in full in this Agreement. This Agreement and all Supplements delivered with this Agreement and anytime thereafter, are collectively referred to herein as the "Agreement." The terms "Agreement", "hereof", "herein", and "hereunder", mean this Agreement together with each Supplement and each Service Level Agreement, addendum and schedule attached to any Supplement. Except as specifically provided in a particular Supplement, to the extent the terms and conditions of this Agreement are inconsistent with the terms and conditions of any Supplement, Service Level Agreement, addendum or schedule, the terms and conditions in this Agreement will prevail.
- Term.** The term of any particular Supplement which references this Agreement begins on the "First Payment Due Date" specified in that Supplement and continues for the term set forth in such Supplement. Except as otherwise provided in a particular Supplement, the term for a Supplement will be extended automatically, without notice, for successive month-to-month terms beyond the initial term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the scheduled term or any extension of the term for that Supplement. Payments for any extended term will be due as invoiced by GFC. This Agreement will remain effective until all Supplements subject to this Agreement have expired, or been terminated.
- Equipment.** If a Supplement includes equipment, the items of equipment and other personal property including hardware, parts, additions, and accessories incorporated or attached to the equipment, and software embedded in the equipment are collectively referred to herein as the "Equipment."
- Software.** If a Supplement includes software, embedded, installed or separate from the Equipment, including software-as-a-service, such software and the software license rights are also separately referred to herein as the "Software."
- GFC Services.** If a Supplement includes services provided by GFC, or by third party vendors ("GFC Partners"), including but not limited to, IT managed services, professional services, and cloud based data storage, such services are also collectively referred to herein as "GFC Services."
- Your Selections.** You acknowledge that although GFC may provide recommendations, you have selected (or will select) the type, size, design, model, capacity, quantity, functionality, manufacturer, licensor, and supplier of the Equipment, Software, GFC Services, and any other hardware or services referred to in each Supplement (collectively, the "Solutions"), on the basis of your own judgment, and that it meets provisions of any purchase order pursuant to which GFC has acquired title to the Solutions. Any purchase order issued by you to GFC regarding the Solutions is issued solely for purposes of your authorization and does not in any way supersede, modify or become a part of this Agreement or any Supplements.
- End User Agreements.** You acknowledge that installation and configuration of the Solutions commonly requires that you as the end user agree to certain end user license agreements, service level agreements, and related agreements (collectively, the "End User Agreements"). To that end, you hereby authorize GFC and GFC Partners to accept and/or agree to on your behalf, all such End User Agreements related to the Solutions that GFC or GFC Partners encounter while installing, configuring, supporting, and/or servicing the Solutions and your existing hardware and software. Solutions which require End User Agreements and a link to locate and review such End User Agreements are set forth on the applicable Supplement.
- Connectivity, Security.** It is your responsibility to provide adequate and secure connectivity to enable the Solutions to perform to your satisfaction. You acknowledge and agree that GFC does not guarantee or warrant the quality, speed, security or uninterrupted availability of the Solutions as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Solutions are provided by you and a third party public utility or by private companies over which GFC has no control, and that the security of data transmission over such lines to provide the Solutions is not the responsibility of GFC. Accordingly, except to the extent caused directly by the reckless or willful misconduct of a GFC employee but subject to the limitations of liability in this Agreement, GFC will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Solutions, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Solutions. You agree to refrain from any act or omission which disrupts, inhibits or

prevents the effectiveness, or operation of the Solutions provided by GFC and GFC Partners, including without limitation, Solutions for virus protection, data backup and IT managed services.

9. **Your Data.** You acknowledge that although GFC may provide recommendations, you agree that the responsibility of acquiring tools for managing, storing, backing up, and securing data, which include the Solutions you obtain from GFC and GFC Partners, is with the owner of such data. Furthermore, you acknowledge and agree that in the use of the Solutions, including but not limited to the transmission and storage of data, that despite every effort by you, GFC and GFC Partners to minimize risk, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that GFC will have no liability to you related to any such Data Breach, except to the extent caused directly by the reckless or willful misconduct of a GFC employee, but subject to the limitations of liability in this Agreement. GFC will endeavor to assist you in the recovery and restoration of such data at your sole cost.
10. **Data Back Up.** GFC and GFC Partners may install and/or configure the Solutions and/or your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to such installation and/or configuration. If data backup is not included in a Solution, you acknowledge that it is advisable to back up all data on your computer equipment on at least a daily basis following installation.
11. **Payments.** You agree to timely pay GFC all payments when due, as set forth in each Supplement, every calendar month, quarterly, annually or as otherwise stated therein, until all such payments have been made. All payment obligations herein are collectively referred to as the "Payments." You agree to make Payments in advance as invoiced by GFC. You also agree to pay prorated amounts for any partial billing period for the number of days between the Commencement Date and First Payment Due Date as those terms are defined in each Supplement.
12. **Late Payments.** If you fail to pay any part of a Payment or any other sum to GFC within ten (10) days after the due date thereof you agree to pay GFC a late fee of 5% of the overdue amount plus accrued interest on the late payment from the expiration of said ten (10) days until paid, at a rate equal to the lesser of 1.5% per month or the highest legal rate permitted.
13. **Fees and Taxes.** You agree to pay when due, all applicable fees and taxes (including but not limited to, personal property tax, sales or use tax), imposed in connection with this Agreement and the Solutions provided to you. To the extent any state or other governmental entity, assesses or otherwise imposes taxes or fees arising from this Agreement, you will reimburse GFC for such sums upon demand. Any duplication of such fee or tax payments by GFC and you are your responsibility.
14. **Security Deposit.** The security deposit set forth in any Supplement will be held by GFC and does not earn interest unless required by law. If you default hereunder, or the Equipment is damaged, GFC may apply the security deposit to cure such default or repair such damage, and you will restore the security deposit upon demand. When you have met all requirements of this Agreement as of the expiration or termination of the latest to expire Supplement, any remaining security deposit will be returned to you.
15. **Delivery and Acceptance.** GFC agrees to purchase the Solutions from a supplier but assumes no liability in connection with the Solutions, or other services provided or delivery thereof by a third party. Delay in delivery of the Solutions does not affect the validity of this Agreement. You will inspect the Solutions and provide GFC with written notice specifying any claimed defect or omission within five (5) business days of installation and implementation of the Solutions. If you do not timely provide such notice, you acknowledge that you accept the Solutions and are satisfied that the Solutions are in good condition and in the proper configuration.
16. **Default and Cross Default.** If you fail to pay any amount herein when it is due, or fail to timely perform any other obligation as required herein, or if you suspend business, become insolvent, enter into or petition for a creditors' arrangement, or if a receiver is appointed for any of your property, or if you are in default under any other agreement with GFC or any End User Agreement, you will then be in default pursuant to this Agreement and any other agreements with GFC. Upon default, the Accelerated Payment (defined below) will become immediately due and owing and GFC will have all rights and remedies available to it, including but not limited to, the right to exercise any or all of the following remedies: (i) terminate your right to possession of any or all items of the Equipment and Software in any Supplement; (ii) take possession of any or all items of Equipment and Software; (iii) suspend or terminate your use or access to GFC Services; (iv) sell or lease the Equipment at public or private sale; or (v) terminate this Agreement. In the event GFC takes possession of the Equipment and Software, terminates this Agreement, or your right to possession, use of, or access to some or all of the Solutions, you will remain liable to GFC for the Accelerated Payment less the net sale proceeds realized by GFC from the Equipment. All rights and remedies of GFC are cumulative and in addition to every other right and remedy available to GFC. In addition to the Accelerated Payment and all other amounts, you agree to pay all reasonable attorneys' fees, costs and expenses incurred by GFC arising from your default.
17. **No Offsets, Accelerated Payment.** You hereby agree not to exercise all existing and future claims and offsets against any Payments due hereunder, and agree to pay all amounts due hereunder regardless of any such claims or offsets. You and GFC agree that the "Accelerated Payment" is a reasonable calculation of damages, is not a penalty, and will be calculated by GFC as follows: the sum of (i) all past due and all other amounts owed by you to GFC under this Agreement; (ii) the residual value of the Equipment as determined by GFC in its reasonable discretion, if you do not timely return the Equipment to GFC; and (iii) all remaining Payments for the term of this Agreement.
18. **Data Access, Return.** The Solutions, including but not limited to cloud data storage, may contain sensitive data regarding your business, clients or employees ("Stored Data"). If you fail to pay or are otherwise in default pursuant to this Agreement, GFC may suspend or deny your access to the Stored Data. At your request, upon expiration or termination of this Agreement or expiration or termination of any Supplement or GFC Service, GFC will submit to you a cost estimate for the return of the Stored Data. You expressly acknowledge and agree that GFC has no duty or obligation of any kind to preserve, maintain or in any way prevent deletion of the

Stored Data contained in the Solutions provided or supplied to you pursuant to a particular Supplement, beyond the expiration or termination of such Supplement.

19. **Data Removal.** Upon expiration or termination of a Supplement, Equipment that is subject to such Supplement may contain Stored Data. You expressly acknowledge and agree that before you remove the Equipment from your location, ship the Equipment, GFC retrieves the Equipment, or the Equipment is removed from your premises by a third party, you will at your sole cost, permanently remove and delete all Stored Data in the Equipment, to the extent that recovery of such Stored Data is not possible. All hard drives and other data retention devices in the Equipment must function in the same manner following removal and deletion of the Stored Data. You assume liability for and agree to indemnify, defend and hold GFC harmless from and against all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your failure to remove such Stored Data from the Equipment. To the extent you fail to remove and delete any of the Stored Data, you hereby authorize GFC to remove and delete the Stored Data, but acknowledge and agree that GFC has no obligation to do so. In the event GFC temporarily loans Equipment to you, it is subject to this Agreement.
20. **Software License.** GFC is not the owner nor licensor of any Software subject to this Agreement. To the extent described in any Supplement, GFC will provide support for and configuration of the Software but has no obligation to modify or customize the Software beyond readily configurable features. A default by the licensor of any Software pursuant to any Software license, or a default by any provider of GFC Services or by a GFC Partner, does not constitute a default by GFC and will not relieve you of your obligations hereunder. The Software is subject to this Agreement, notwithstanding any provisions to the contrary in the Uniform Commercial Code ("UCC").
21. **Non-Waiver.** No covenant or condition of this Agreement can be waived without the other party's written consent. Forbearance or indulgence by a party does not constitute a waiver of the other party's obligation to perform pursuant to this Agreement.
22. **Non-Cancellable.** This Agreement is non-cancellable by you for the full term hereof and you will make all Payments required by this Agreement, even if your right to the benefit of the Solutions, or your use or possession of the Solutions, has been terminated or otherwise affected. Payments will not abate for any reason. Notwithstanding anything herein to the contrary, if Customer is a municipality or other governmental entity, and funds are not appropriated for any portion of the term of a Supplement subject hereto, you may terminate this Agreement with respect to such Supplement at the end of the time period for which funds have been appropriated.
23. **Assignment.** You will not (a) assign, transfer, pledge or hypothecate this Agreement, the Solutions, or (b) permit the Solutions to be used by anyone other than you or your employees. GFC may assign this Agreement or a portion thereof, and the assignee will be entitled to all of the benefits of this Agreement.
24. **Privacy.** Your privacy is important to GFC. The Gordon Flesch Company, Inc. Privacy Policy, located at www.gflesch.com/terms-and-conditions, governs the manner in which GFC handles the information you provide to GFC.
25. **Notices.** Service of all notices under this Agreement will be sufficient if given personally, sent by first class mail, to the party involved at its respective address as stated herein, or at such address as such party may provide in writing from time to time. Notice will be deemed delivered and effective: (a) on the date when personally delivered; or (b) on the date when deposited in the United States mail, duly addressed with first class postage to affect such delivery. GFC may also elect to provide you with notice via email, which will be effective on the date sent by GFC. Notice to GFC must be directed to the address above to the attention of the Vice President of Leasing.
26. **Modification.** Neither this Agreement nor any Supplement, schedule, addendum or rider can be modified or amended except by written agreement signed and currently dated by you and GFC.
27. **WARRANTIES AND DISCLAIMERS. YOU WILL HAVE THE BENEFIT OF ALL MANUFACTURERS', LICENSORS' AND OTHER THIRD PARTY SERVICE PROVIDERS' PROMISES AND WARRANTIES, IF ANY, TO THE EXTENT THEY APPLY TO YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN, GFC AND GFC PARTNERS MAKE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND OR NATURE WITH RESPECT TO THE SOLUTIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION, QUALITY, CAPACITY, FUNCTIONALITY, WORKMANSHIP, MERCHANTABILITY, DESIGN, SECURITY, OPERATION, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN BUT SUBJECT TO THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT, GFC ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR OTHER INADEQUACIES IN THE SOLUTIONS.** GFC owns the Equipment but may assign to you all rights GFC may have with respect to any warranty relating to the Equipment or other Solutions to the extent GFC determines in its reasonable discretion that it is beneficial to do so. You authorize GFC to add to a Supplement the serial numbers of Solutions subject to this Agreement.
28. **LIMITATION OF LIABILITY. YOUR PAYMENT AMOUNTS TO GFC HEREUNDER REFLECT THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT. IN NO EVENT WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY DAMAGES, LIABILITY, CLAIM, LOSS, OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE SOLUTIONS. IN NO EVENT WILL GFC'S, ITS EMPLOYEES', AGENTS', LICENSORS', OR GFC PARTNERS' LIABILITY TO YOU, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR PURSUANT TO ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PAYMENTS MADE BY YOU TO GFC PURSUANT TO THIS AGREEMENT FOR THE APPLICABLE SOLUTIONS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO GFC'S RECEIPT OF YOUR CLAIM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.**

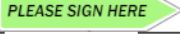
29. **Remedies.** The rights and remedies of you and GFC are limited to the terms and provisions of this Agreement. To the extent permitted by law, both you and GFC hereby waive any and all rights and remedies conferred upon a lessee by Article 2A of the UCC as set forth under applicable state law, and as amended from time to time. To the extent permitted by law, both you and GFC also hereby waive any rights now or hereafter conferred by statute or otherwise which may require GFC to sell, lease, or otherwise use any Equipment or other Solutions in mitigation of GFC's damages in the event of your default, or which may otherwise limit or modify any of GFC's rights or remedies under this Agreement.
30. **Indemnification.** Except as otherwise provided herein, while in your possession, you assume all risks and liability for the Solutions, Maintained Equipment, and the use, relocation, possession, operation, storage and condition thereof, and for injuries or death resulting to any persons and damage to any property or loss or corruption of data arising therefrom. You further agree to assume liability for, and to indemnify, defend and hold GFC harmless from and against, all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your purchase, financing, rejection, possession, use, relocation, storage, operation, condition, your service or repair of Solutions, your breach of any agreement or license or return or other disposition of the Solutions, and except as otherwise provided herein, data loss or corruption, including costs of retrieval and attempted retrieval, together with all legal fees and expenses incurred by GFC in connection with any liability asserted against it. The agreements and indemnities in this section will survive the expiration or termination of this Agreement.
31. **No Agency.** No salesperson, representative or agent of a manufacturer or supplier of the Solutions is authorized to waive or alter any term or condition of this Agreement, and no representation as to the Solutions or any other matter by the manufacturer or supplier will in any way affect your obligations in this Agreement.
32. **Assurances.** You will, at your expense, promptly execute and deliver to GFC such further documents and take such action as requested by GFC to carry out the intent and purpose of this Agreement. Your full legal name, address, state of organization and state-assigned organizational number, if any, are provided herein. You will notify GFC in writing at least thirty (30) days prior to any change to your legal name, address, state of organization, or change in your state-assigned organization number.
33. **Business Purpose.** You represent and warrant to GFC that the Solutions will be used primarily (50% or more) for business or commercial purposes. This transaction is not primarily for personal, family, household or agricultural purposes. You will use the Solutions in a careful and proper manner, only in the normal course of your business and comply with all laws, ordinances and regulations relating to it.
34. **Successors, Severability, and Survival.** This Agreement is binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties to this Agreement. If any portion of this Agreement is deemed invalid, it does not affect the balance of the Agreement. The obligations, agreements and indemnities in this Agreement, which expressly or by implication are intended to survive, will survive the expiration or termination of this Agreement.
35. **Restricted Rights Legend.** Any Software provided to the U. S. Government, agency or instrumentality thereof or any prime contractor or subcontractor under any arrangement with the U.S. Government ("Government") is provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable, and/or applicable Federal Acquisition Regulation protecting the commercial ownership rights of independently developed commercial software.
36. **Applicable Law, Venue, and Waiver of Jury Trial.** This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin. You agree that notwithstanding where you or the Equipment or other Solutions are located, jurisdiction for any dispute between the parties will be in Wisconsin and will be venued in Dane County, Wisconsin. You expressly agree to submit to personal jurisdiction in Dane County, Wisconsin and waive any right to a jury trial regarding any dispute arising from this Agreement.
37. **Entire Agreement.** This Agreement and the Supplements, addendums, exhibits, schedules and any other attachments which refer to or may be attached to this Agreement, which you acknowledge you have read, constitute the entire agreement between the parties regarding the subject matter hereof, and all other agreements, representations, promises, inducements, statements and understandings, prior to and contemporaneous with this Agreement, written or oral, are superseded by this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. A facsimile, scanned/e-mailed or otherwise reproduced signature on this Agreement, or an execution of this Agreement using an electronic mark or other e-signature technology or service, is a legally binding signature. This Agreement may be executed in counterparts, which collectively is deemed one Agreement. Time is of the essence regarding this Agreement and its provisions.

AGREED to by the parties as of the date executed by GFC.

GORDON FLESCH COMPANY, INC.

CUSTOMER: De Pere Police Department

The undersigned affirms that he/she is duly authorized to execute and deliver this Agreement on behalf of Customer.

By: _____  _____
 Authorized Signature

Name/Title: _____ Name/Title: _____
 Date: _____ Date: _____
 Email: _____

BUSINESS INFORMATION:

Date Written				Sales Rep	
Legal Business Name De Pere Police Department				DBA	
Address 325 S Broadway				Phone (920) 339-4084	
Parent Company				City De Pere	State WI
				Zip 54115	
Contact Person Kerry Krueger				Title	Phone
					Email kkrueger@deperewi.gov
Type of ☐ Corporation ☐ Limited Liability ☐ Proprietor ☐ Partnership	State of Organization	DUNS Number	Federal Tax ID	Nature of Business	
				Date Established under Current Ownership	
Current Year Sales		Current Year Net Income		Previous Year Sales	
				Previous Year Net Income	

OWNERSHIP & BANKING INFORMATION:

President			Vice President		
Treasurer			Secretary		
For proprietorships, partnerships, and corporations, please show name, residence address, and social security number of principles or officers.					
First	MI.	Last	Residence Address		Social Security Number
1.					
2.					
Bank Reference (Exact Branch) List All Banks Used in the Last 5 Years			Account Number	Type of Account	Bank Contact
1.					
2.					

THIS APPLICATION DOES NOT OBLIGATE GFC TO ENTER INTO ANY LEASE, RENTAL OR PURCHASE AGREEMENT.

By signing this application the Applicant and the undersigned affirm that you are authorized to sign this application for the Applicant, and you certify that this Provision constitutes an authorized and express, written instruction to Gordon Flesch Company, Inc. ("GFC"), its designee (and any assignee or potential assignee thereof) authorizing review of the personal credit profile of the Applicant's profile as well as the personal profile of the undersigned, from a national credit bureau or public information database. This express authorization shall extend to obtaining a credit profile in considering the application of the Applicant and subsequently for the purposes of update, renewal or extension of any lease agreement, and for reviewing or collecting the resulting account. Furthermore, you the Applicant and the undersigned certify that this application is for the extension of commercial credit only, and any equipment subsequently leased, rented, or purchased will be used exclusively for commercial purposes and not for personal, family or household purposes. You acknowledge and understand that the information being gathered by GFC pursuant to this application is to be used by GFC for the purpose of: (1) determining the Applicant's eligibility, as determined by GFC in its sole discretion, to lease certain business equipment from GFC, (2) future review of the account for the purpose stated above, and (3) comply with Federal laws and regulations. The Applicant and undersigned hereby waive and release any and all claims and causes of action of every kind and nature that Applicant or its principals or personal guarantors may have against GFC, its employees, agents, officers and shareholders arising, either directly or indirectly, from GFC's investigation, and agree to indemnify GFC from any suit or claims arising from such investigation, including costs and reasonable attorney fees. A PDF or facsimile copy of this authorization shall be valid as the original. **I FURTHER CERTIFY that I have not withheld ANY information on our financial condition that would have a material effect on our ability to perform and comply with the terms and conditions of any GFC lease, rental, or purchase agreements.**

ECOA Statement: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all of or part of the applicants income is derived from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law is the Federal Trade Commission, ECOA Compliance, Washington D.C. 20281.

FACSIMILE SIGNATURES/COUNTERPART SIGNATURES: GFC and You agree that a facsimile, scanned, and/or e-mailed or otherwise reproduced signature on this application shall be a binding signature and carry the same legal force as an original signature. This application may be executed in counterparts, which collectively shall be deemed one application.

X _____
Co-Applicants Signature

PLEASE SIGN HERE

Applicants Signature

Print Name

Date

Print Name

Date

GFC Leasing imageCARE Master Agreement Acceptance Supplement

1.20.c

Master Agreement #: _____ Supplement #: _____ Term: 60 Commencement Date: _____

This GFC Leasing imageCARE Master Agreement Acceptance Supplement ("Supplement") is executed and delivered by the Gordon Flesch Company Inc., d/b/a GFC Leasing ("GFC") and De Pere Police Department ("Customer" or "you"), pursuant to the Gordon Flesch Company, Inc.

Master Agreement (the "Agreement") between you and GFC, the defined terms therein being used herein with their defined meanings. This Supplement is effective on the date executed by GFC. GFC will provide you with a fully executed copy of this Supplement following the Commencement Date.

First Payment Due Date: _____	Payment and Meter Read Frequency: ☒ Monthly ☐ Quarterly ☐ Other	Security Deposit: \$ <u>0.00</u>
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Payment**: \$ <u>198.74</u>	**Plus fees, taxes and image charges, if applicable.	Federal ID# _____
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Comments: _____

GFC Leasing Solutions (please check all applicable)			
☒ Equipment ☒ Maintenance* *Includes toner. Excludes fax cartridges, paper, staples, wide format print heads, ink tanks, maintenance cartridges, colortrac paper hold down guide, and scan glass.	☐ Customer Equipment ☐ Software	Equipment, If Applicable: ☒ New ☐ Certified Pre-owned ☐ Other	End of Supplement Option: ☐ Fair Market Value ☒ \$1.00 Buyout ☐ HaaS (No Purchase)
			Tax Exempt ☐ No ☒ Yes (If yes, please attach your tax exemption certificate)
Install DCA ☐ Yes ☒ No IT Contact Name: _____ Phone: _____ Email: _____ Meter Contact: Name: <u>Kerry Krueger</u> Phone: <u>(920) 339-4084</u> Email: <u>kkrueger@deperewi.gov</u> A/P Contact Name: _____ Phone: _____ Email: _____			

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes GFC to automatically withdraw from Customer's bank account described below, the full amount due for charges accruing in each billing period when due. Such charges may vary for each billing period based on Customer's actual images used and by any applicable sales/use taxes, property taxes and fees. This authorization will continue until this Agreement expires unless revoked in writing. **Voided check must accompany this form.**

ACH ☐ Yes ☒ No	I: _____	I: _____
If yes, enter bank information in boxes above right	Bank Routing Code	Bank account number

1. Payments and Term. GFC will deliver, install and implement the Solutions in accordance with this Supplement (the "Commencement Date"). Thereafter GFC will provide you with an invoice, the date of which will be the first day of the Term of this Supplement (the "First Payment Due Date"). The Term for this Supplement is stated above and is non-cancellable by you. Except to the extent Equipment and Software is subject to the \$1.00 Buyout End of Supplement Option ("Dollar Buyout Option"), the initial Term will be extended automatically, without notice, for successive month to month terms beyond the initial Term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the initial Term or any extension. You will make the first Payment on or before the date indicated herein, or in any event not later than the due date of the first invoice issued by GFC pursuant to this Supplement. Subsequent Payments will be due and payable in advance, on the same day of each month thereafter, unless otherwise provided herein or as invoiced by GFC, until the total number of Payments under this Supplement have been made, including any and all charges per image, at the applicable fee per image for each black & white or color image. Annually, GFC may increase the base payment, the fee per image for each image type and the Charge per Image for Overage. You also agree to pay prorated amounts for any partial monthly billing period, such as the number of days from the Commencement Date to the First Payment Due Date.

2. Equipment Lease.

A. Fair Market Value Lease. GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Fair Market Value End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not either purchase the Equipment or return the Equipment to the location designated by GFC. If you do not pay monthly Payments or purchase the Equipment from GFC upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear excepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the Fair Market Value End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property subject to your option, if selected, to purchase the Equipment at Fair Market Value as reasonably determined by GFC.

B. Dollar Buyout Lease. GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Dollar Buyout Option for Equipment and Software described in this Supplement, and you are not otherwise in default under the Agreement, you will, upon the expiration of this Supplement, purchase such Equipment for one dollar (\$1.00) and will thereby take title to that Equipment. In consideration for GFC permitting you to choose the Dollar Buyout Option for particular Equipment, and in the event this

Agreement is deemed a conditional sales contract with respect to such Equipment, you hereby grant to GFC a security interest in such Equipment effective as of the date of this Supplement to secure Payments due. If any Equipment is subject to the Dollar Buyout Option, you will report the Equipment for purposes of personal property taxes.

C. **HaaS Option.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the HaaS (No Purchase) End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not return the Equipment to the location designated by GFC. If you do not pay monthly Payments upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear accepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the No Purchase End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property.

3. **Maintenance.** If you select maintenance, support and repair services for Equipment, or for equipment not supplied by GFC ("Customer Equipment"), GFC will provide maintenance, service, support and repairs ("Maintenance") for such Equipment and Customer Equipment ("Maintained Equipment") located within a GFC service area, and covered by this Agreement, as reasonably necessary, in GFC's sole discretion, to keep the Maintained Equipment in good working condition during the Term of this Supplement. GFC will not be responsible for damage that occurs or Maintenance required due to your failure to provide a clean and proper operating environment, including temperature and humidity, failure to operate the Maintained Equipment in accordance with manufacturer's recommendations, or neglect, abuse, misuse, intentional acts or negligence by you or anyone other than GFC with respect to the Maintained Equipment. Except as otherwise provided in a particular Supplement, all regular Maintenance will be performed during GFC's normal business hours. GFC reserves the right to add an additional charge from time to time for the purpose of offsetting increased fuel-related costs.

4. **Maintenance Exclusions.** Maintenance provided pursuant to this Supplement does not cover Maintenance or parts required by causes other than normal use of the Maintained Equipment, including but not limited to, acts of God, acts of civil or military authority, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, installation or malfunction of unauthorized software, parts, attachments or devices, service performed by someone other than GFC, or failure of electrical power or air conditioning. GFC will not be responsible for failure to render Maintenance due to acts of God, acts of civil or military authority, embargoes, epidemics, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, strikes or other labor disputes, or unavailability of materials and/or components and other causes beyond GFC's control. If you are in default pursuant to this Agreement, GFC may refuse to provide Maintenance for the Maintained Equipment.

5. **Additional Maintenance.** At your request, GFC will provide additional Maintenance on a unit of Maintained Equipment at GFC's then prevailing rate for Maintenance not covered by a GFC agreement. When in the opinion of GFC, a shop reconditioning is necessary for any of the Maintained Equipment because normal service, repair and parts replacement cannot keep a unit of Maintained Equipment in satisfactory operating condition, GFC will submit to you a cost estimate of needed repairs, which cost will be in addition to the charges provided for herein. If you do not authorize and pay for such work GFC may refuse to provide Maintenance therefore. If the Maintained Equipment is not made available for Maintenance at the location indicated on this Supplement at the time GFC's representative calls to perform Maintenance, thereafter, the Maintenance will be performed only upon your request. There will be no refund if in any such case you fail to request Maintenance. Parts to be furnished will be on an exchange basis and will be new parts or parts warranted to perform as new when installed in the Maintained Equipment. Maintenance will not include electrical work external to the Maintained Equipment or any third party software or programming unless specifically provided herein. Any obligation of GFC to provide replacement parts is conditioned upon the availability of the parts from the original equipment manufacturer. In the unlikely event replacement parts are no longer readily available from the original manufacturer for a particular piece of Maintained Equipment, GFC will be released from its obligation for Maintenance for such said Maintained Equipment. GFC may terminate the Maintenance component of this Supplement at any time by giving you thirty (30) days prior written notice.

6. **Consumable Supply Variances.** Standards for your toner usage will be based on published vendor yields. Staples, fax cartridges and paper are excluded unless expressly stated in this Supplement. You will pay for all shipping and handling costs associated with such supplies. Any toner cartridges provided by GFC for the Maintained Equipment may be new, remanufactured or reprocessed and you will pay for all associated shipping and handling costs. You will provide to GFC an inventory of supplies in your possession upon GFC's request. If you fail to return to GFC any unused supplies upon expiration or termination of this Supplement, GFC reserves the right to invoice you and you will pay GFC for such unused supplies at GFC's then current rates. If your use of supplies exceeds the published yields for a particular piece of the Maintained Equipment by more than ten percent (10%), you agree to pay when invoiced, additional charges at GFC's then current rates for such excess usage. Toner prices are subject to change.

7. **Meter Readings.** At GFC's option, you will provide actual meter readings upon GFC's request, by; (a) automatic meter reading device attached to the Equipment, or (b) any other method which GFC requests. GFC may estimate the number of images produced by you in any particular billing period if you do not provide GFC with meter readings within seven (7) days of GFC's request. GFC may audit any automatic meter reading device from time to time.

8. **Loss and Damage.** Because it is in your possession and/or control, you bear the entire risk of loss, theft or damage to the Equipment and no such loss relieves you of your Payment obligations pursuant to this Agreement. If GFC determines that any Equipment is lost, stolen or damaged beyond repair ("Lost Equipment"), you will, upon demand, pay GFC the Accelerated Payment applicable to the Lost Equipment.

9. **Title.** Except as otherwise provided, GFC holds title to the Equipment, except any Software, and you will have no claim of ownership thereto. However, if you are not in default pursuant to the Agreement, you will be entitled to possession of the Equipment during the Term of this Supplement. You will keep the Equipment free from all liens and encumbrances. You will maintain any markings on the Equipment indicating that it is the property of GFC. You will not make any alterations, additions or improvements of any kind to the Equipment without prior written consent of GFC. However, if so authorized, any such alterations, additions, or improvements will become property of GFC.

10. Software and Support. GFC will provide support for and configuration of Software as provided in this Supplement. References and links to End User Agreements applicable to the Software subject to this Supplement are set forth in or attached to this Supplement.

11. End User Agreements. You acknowledge and agree that GFC is a reseller of certain Software, cloud-based data storage and other Solutions that are provided by GFC Partners, and that GFC and the GFC Partners require as a pre-condition to use of their Software, cloud-based data storage and other Solutions, that you agree to one or more End User Agreements, which are available for your review under the heading "Customer Agreements with GFC Partners" at www.gflesch.com/terms-and-conditions. You hereby agree to such End User Agreements and will not in any way breach or be in default under the terms and conditions of the End User Agreements. A breach by you of any term or condition of any such End User Agreements will be an event of default pursuant to this Agreement. Notwithstanding anything in the End User Agreements to the contrary, the Agreement between you and GFC is non-cancellable by you for the full Term hereof.

12. Location of Equipment. You agree to provide GFC with thirty (30) days advance written notice before moving Equipment from the location where GFC installed it. GFC, or a person or entity selected by GFC, will assist with any such move at your cost. Upon reasonable notice, GFC will have the right to enter your premises during business hours to inspect the Equipment from time to time.

13. Personal Property. You will promptly notify GFC of any notice of any attachments or other judicial process affecting the Equipment. The Equipment is, and will remain, personal property even if the Equipment becomes affixed to or attached to real property or any building.

14. Insurance. During the Term of this Agreement, you will keep the Equipment insured, at your expense, against all risks of loss or damage for the full replacement value thereof and will carry public liability insurance covering the Equipment. Said insurance must be in form and amount and with companies having an A.M. Best rating of "A" or better, and must name GFC as loss payee and as an additional insured, respectively. You must deliver proof of such coverage to GFC within thirty (30) days of the date of this Agreement. You will pay GFC all deductible amounts upon the occurrence of a loss. You must obtain endorsements that will give GFC thirty (30) days written notice before said insurance is altered or cancelled and that said insurance to GFC will not be invalidated by any act or omission by you. The proceeds of such insurance will be used as determined by GFC in its sole discretion. You appoint GFC as your attorney-in-fact in connection with any such insurance proceeds. If you fail to provide proof of insurance as required, GFC may acquire such insurance. The cost thereof, plus administrative fees will become due and payable with your next Payment. Any duplication of such payments is your responsibility.

15. Other Documents. If a transaction subject to this Supplement is construed as a secured transaction or a conditional sale, this Agreement is deemed to be the security agreement or conditional sale contract, and GFC will be the secured party and you the debtor. You consent to GFC filing financing statements showing GFC's interest in the Equipment. You and GFC agree that this transaction is not subject to either Article 2 or Article 9 of the UCC.

16. Addendums and Signatures. All provisions of the GFC Leasing imageCARE Master Agreement Acceptance Supplement Schedule of Equipment/Accessories, Software, and Maintenance attached hereto, and any other schedules, addendums or riders which reference this Supplement or attached hereto, which you acknowledge you have read, are hereby incorporated by reference into this Supplement to the same extent as if fully set forth herein. This Supplement may be executed in counterparts, which collectively will be deemed one Supplement.

AGREED to by the parties hereto effective as of the date executed by GFC.

GORDON FLESCH COMPANY, INC.,
d/b/a GFC LEASING

CUSTOMER

De Pere Police Department

The undersigned affirms that he/she is duly authorized to execute and deliver this Acceptance Supplement on behalf of Customer.

PLEASE SIGN HERE

By: _____	Authorized Signature	_____	Authorized Signature
Name/Title: _____	Print Name	Name/Title: _____	Print Name
Date: _____		Date: _____	
		Email: _____	

Current Solution

Equipment				Equipment Lease		Maintenance Agreement								Current Monthly Spend
Model	Accessories	Location	Date Placed	Monthly Payment	Lease Length	Base Maintenance Cost		Total Impressions Included per Period		Overage Rate		Average Monthly Volume		Total
						Payment	Period	Black	Color	Black	Color	Black	Color	
Canon iR ADV 4251	(4) drawers, Inner Staple, Inner Hole Punch	Main Office	4/8/2014	\$0.00	na	\$191.00	Monthly	10,000	0	\$0.0187	\$0.0000	3,713	0	\$191.00
Lexmark XS463de	Standard	Front Office	4/8/2014	\$0.00	na	Included	Monthly	Included	0	\$0.0170		0	0	
HP Printer Costs (ESTIMATED)	na			\$100.00								0	0	\$100.00
Current Monthly Total Spend														\$291.00

Proposed Solution - 5 new devices (Canon MFP, Lexmark MFP, (3) Scanners)

Equipment				Equipment Lease		imageCARE Agreement								Proposed Monthly Spend
Model	Accessories	Location	Date Placed	Monthly Payment	Lease Length	Base Maintenance Cost		Total Impressions Included per Period		Overage Rate		Average Monthly Volume		Total
						Payment	Period	Black	Color	Black	Color	Black	Color	
Canon iR ADV DX C3725i	(4) drawers, Inner Staple, Fax	Main Office	na	\$190.13	60	\$0.00	Monthly			\$0.0070	\$0.0450	2,418	0	\$207.06
Lexmark XM	550 sheet paper tray, scan, fax	Front Office	na	Included	60	\$0.00	Monthly			\$0.0100		1,295	0	\$12.95
Canon DR C225 II Scanner	standard		na	Included	60							0	0	
Canon DR C225 II Scanner	standard		na	Included	60							0	0	
Canon DR C225 II Scanner	standard		na	Included	60							0	0	
Proposed Monthly Total Spend														\$220.01

Information Prepared By:

Scott Schumacher
Senior Account Executive & Team Leader
Phone: (920) 366-6208
sschumacher@gflesch.com

Notes

HP printer cost above is estimated at \$100 per month
Volume for your current Lexmark and Canon are combined into a total on the top line
The new lease that is being proposed includes three Canon DR C225 II Scanners
You will be saving money each month and getting a total of FIVE new devices to fit your current needs

Monthly Savings: **\$70.99**

Annual Savings: **\$851.93**



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 2-16-2022 VOUCHERS (PDF)

2/10/2022 11:24 AM

A / P CHECK REGISTER

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7583	ADVANCE AUTO PARTS							
	I-6339-309816	ADVANCE AUTO PARTS	R	2/16/2022		6.01CR	098148	
	I-6339-309940	ADVANCE AUTO PARTS	R	2/16/2022		62.25CR	098148	
	I-6339-310054	ADVANCE AUTO PARTS	R	2/16/2022		36.16CR	098148	104.42
0652	AL'S UPHOLSTERING CO LLC							
	I-24008	AL'S UPHOLSTERING CO LLC	R	2/16/2022		300.00CR	098149	300.00
8715	AM CONSTRUCTION SUPPLY INC							
	I-1623	AM CONSTRUCTION SUPPLY INC	R	2/16/2022		299.99CR	098150	299.99
0007	AMBROSIUS SALES & SERVICE							
	I-43512	AMBROSIUS SALES & SERVICE	R	2/16/2022		197.61CR	098151	
	I-43652	AMBROSIUS SALES & SERVICE	R	2/16/2022		98.74CR	098151	
	I-43674	AMBROSIUS SALES & SERVICE	R	2/16/2022		14.84CR	098151	
	I-43676	AMBROSIUS SALES & SERVICE	R	2/16/2022		64.17CR	098151	
	I-43753	AMBROSIUS SALES & SERVICE	R	2/16/2022		711.42CR	098151	1,086.78
2997	ATLAS OUTFITTERS							
	I-14509	ATLAS OUTFITTERS	R	2/16/2022		809.25CR	098152	809.25
0020	BADGERLAND PRINTING INC							
	I-37677	BADGERLAND PRINTING INC	R	2/16/2022		375.00CR	098153	375.00
0023	BATTERIES PLUS LLC							
	I-P47093678	BATTERIES PLUS LLC	R	2/16/2022		102.85CR	098154	
	I-P48099231	BATTERIES PLUS LLC	R	2/16/2022		113.04CR	098154	
	I-P48305754	BATTERIES PLUS LLC	R	2/16/2022		36.00CR	098154	251.89
0027	BAY TOWEL INC							
	I-4297841	BAY TOWEL INC	R	2/16/2022		103.58CR	098155	103.58
1315	BELLIN HEALTH							
	I-MB7491	BELLIN HEALTH	R	2/16/2022		41.11CR	098156	41.11
3008	BOUND TREE MEDICAL LLC							
	I-84375412	BOUND TREE MEDICAL LLC	R	2/16/2022		81.99CR	098157	
	I-84385654	BOUND TREE MEDICAL LLC	R	2/16/2022		119.16CR	098157	201.15
0038	BROADWAY AUTOMOTIVE INC							
	I-1063792P	BROADWAY AUTOMOTIVE INC	R	2/16/2022		13.63CR	098158	
	I-572477P	BROADWAY AUTOMOTIVE INC	R	2/16/2022		77.71CR	098158	91.34

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0039	BROOKS TRACTOR INC I-384507	BROOKS TRACTOR INC	R	2/16/2022		1,510.50CR	098159	1,510.50
0044	BROWN COUNTY REGISTER OF DEEDS I-202202092710	BROWN COUNTY REGISTER OF DEEDS	R	2/16/2022		90.00CR	098160	90.00
6710	CADRE I-246875	CADRE	R	2/16/2022		213.92CR	098161	213.92
0050	CAMERA CORNER INC I-INV28224	CAMERA CORNER INC	R	2/16/2022		1,254.00CR	098162	1,254.00
6061	CARRICO AQUATIC RESOURCES INC I-20220319	CARRICO AQUATIC RESOURCES INC	R	2/16/2022		1,628.25CR	098163	1,628.25
0536	CDW GOVERNMENT INC I-Q773949 I-Q923735 I-R121813 I-R601334	CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC	R R R R	2/16/2022 2/16/2022 2/16/2022 2/16/2022		83.97CR 639.92CR 1,155.00CR 24.30CR	098164 098164 098164 098164	 1,903.19
6575	CEDAR CORP I-109903	CEDAR CORP	R	2/16/2022		2,887.50CR	098165	2,887.50
8443	CINTAS I-4107685237 I-4108439513 I-4109052504	CINTAS CINTAS CINTAS	R R R	2/16/2022 2/16/2022 2/16/2022		39.67CR 39.67CR 39.67CR	098166 098166 098166	 119.01
2708	CLEANING SOLUTION SERVICES INC I-21888 I-22041 I-22061 I-22062 I-22067 I-22099	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R R R R R R	2/16/2022 2/16/2022 2/16/2022 2/16/2022 2/16/2022 2/16/2022		121.14CR 660.00CR 1,436.94CR 1,758.93CR 2,218.50CR 73.53CR	098167 098167 098167 098167 098167 098167	 6,269.04
8342	KYLE COLLINS I-202202092711	KYLE COLLINS	R	2/16/2022		125.00CR	098168	125.00
7997	COMPLETE OFFICE I-AR38096 I-AR38097 I-AR38098 I-AR38099	COMPLETE OFFICE COMPLETE OFFICE COMPLETE OFFICE COMPLETE OFFICE	R R R R	2/16/2022 2/16/2022 2/16/2022 2/16/2022		37.62CR 125.82CR 49.84CR 83.08CR	098169 098169 098169 098169	 296.36

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7639	CORE & MAIN LP							
	I-Q266205	CORE & MAIN LP	R	2/16/2022		3,654.23CR	098170	
	I-Q302166	CORE & MAIN LP	R	2/16/2022		990.00CR	098170	4,644.23
0217	COUNTRY VISIONS COOPERATIVE							
	I-1690	COUNTRY VISIONS COOPERATIVE	R	2/16/2022		56.96CR	098171	56.96
8027	CURB N DECOR LLC							
	I-22-814	CURB N DECOR LLC	R	2/16/2022		225.00CR	098172	225.00
2077	DE PERE EXHAUST							
	I-63552	DE PERE EXHAUST	R	2/16/2022		193.75CR	098173	
	I-63633	DE PERE EXHAUST	R	2/16/2022		80.58CR	098173	274.33
7769	DE PERE FIRE DEPT							
	I-202202092712	DE PERE FIRE DEPT	R	2/16/2022		667.74CR	098174	667.74
2925	DE PERE OPTIMIST CLUB							
	I-202202092713	DE PERE OPTIMIST CLUB	R	2/16/2022		29.00CR	098175	29.00
0075	DIGGERS HOTLINE INC							
	I-210 2 36402 PP1	DIGGERS HOTLINE INC	R	2/16/2022		164.80CR	098176	
	I-220 1 36402	DIGGERS HOTLINE INC	R	2/16/2022		6.40CR	098176	171.20
5634	EGOV STRATEGIES LLC							
	I-INV-12383	EGOV STRATEGIES LLC	R	2/16/2022		2,056.00CR	098177	2,056.00
3213	EILLIEN'S							
	I-SI365088	EILLIEN'S	R	2/16/2022		268.07CR	098178	268.07
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2314764	EMERGENCY MEDICAL PRODUCTS INC	R	2/16/2022		193.90CR	098179	193.90
0086	ERC INC							
	I-ERC-0222-1062	ERC INC	R	2/16/2022		504.68CR	098180	504.68
0091	FASTENAL COMPANY							
	I-WIGRE417385	FASTENAL COMPANY	R	2/16/2022		12.00CR	098181	
	I-WIGRE417388	FASTENAL COMPANY	R	2/16/2022		5.61CR	098181	17.61
0093	FEDERAL EXPRESS CORP							
	I-9-618-08026	FEDERAL EXPRESS CORP	R	2/16/2022		2.85CR	098182	2.85

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6497	FIRE SAFETY USA INC I-155504	FIRE SAFETY USA INC	R	2/16/2022		395.00CR	098183	395.00
5124	FIRELINE SPRINKLER CORP I-6551-22 I-8037-22	FIRELINE SPRINKLER CORP FIRELINE SPRINKLER CORP	R R	2/16/2022 2/16/2022		255.00CR 255.00CR	098184 098184	 510.00
0200	FIRST SUPPLY LLC I-13040545-00 I-13071797-00 I-13080607-00	FIRST SUPPLY LLC FIRST SUPPLY LLC	R R R	2/16/2022 2/16/2022 2/16/2022		107.47CR 108.60CR 7.10CR	098185 098185 098185	 223.17
3655	FUN EXPRESS LLC I-714697834-02	FUN EXPRESS LLC	R	2/16/2022		358.48CR	098186	358.48
8716	GIMMAL LLC I-CN-INV-1991	GIMMAL LLC	R	2/16/2022		982.82CR	098187	982.82
2544	GLOBAL RECOGNITION INC I-212183 I-212293	GLOBAL RECOGNITION INC GLOBAL RECOGNITION INC	R R	2/16/2022 2/16/2022		1,440.75CR 54.45CR	098188 098188	 1,495.20
0116	GRAINGER INC C-9190250556 I-9168593193 I-9183700286 I-9199523110	GRAINGER INC GRAINGER INC	R R R R	2/16/2022 2/16/2022 2/16/2022 2/16/2022		100.70 285.78CR 100.70CR 2.28CR	098189 098189 098189 098189	 288.06
7764	GREAT AMERICA FINANCIAL SVCS I-30983337	GREAT AMERICA FINANCIAL SVCS	R	2/16/2022		362.19CR	098190	362.19
8326	GUNDERSON INC I-3076	GUNDERSON INC	R	2/16/2022		235.00CR	098191	235.00
1237	HASTINGS AIR ENERGY CONTROL I-I92553	HASTINGS AIR ENERGY CONTROL	R	2/16/2022		170.09CR	098192	170.09
0446	HAWKINS INC I-6111320	HAWKINS INC	R	2/16/2022		3,859.81CR	098193	3,859.81
5674	HOME TEAM SPORTS & APPAREL INC I-42458	HOME TEAM SPORTS & APPAREL INC	R	2/16/2022		47.11CR	098194	47.11

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1252	HURCKMAN MECHANICAL INDUSTRIES INC I-W37340	HURCKMAN MECHANICAL INDUSTRIES	R	2/16/2022		766.26CR	098195	766.26
0135	HYDROCLEAN EQUIPMENT INC I-13085	HYDROCLEAN EQUIPMENT INC	R	2/16/2022		97.00CR	098196	97.00
5484	HYDROCORP INC I-65434-IN	HYDROCORP INC	R	2/16/2022		2,787.00CR	098197	2,787.00
1399	INDOFF INC C-3538047 I-3536429 I-3537079 I-3537417 I-3537462 I-3539690 I-3542388	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R R R R	2/16/2022 2/16/2022 2/16/2022 2/16/2022 2/16/2022 2/16/2022 2/16/2022		20.30 31.01CR 32.46CR 45.06CR 100.82CR 39.80CR 167.62CR	098198 098198 098198 098198 098198 098198 098198	 396.47
6541	TIM JONET I-202202092714	TIM JONET	R	2/16/2022		125.00CR	098199	125.00
2602	JOSSART BROTHERS INC I-20-02 (7) FINAL	JOSSART BROTHERS INC	R	2/16/2022		54,487.17CR	098200	54,487.17
1276	JX ENTERPRISES INC I-14201244P I-14201541P I-14202805P	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R	2/16/2022 2/16/2022 2/16/2022		574.03CR 369.99CR 12.59CR	098201 098201 098201	 956.61
0153	LAFORCE INC I-1182967	LAFORCE INC	R	2/16/2022		29.80CR	098202	29.80
7563	MATTHEW LECLAIR I-202202092715	MATTHEW LECLAIR	R	2/16/2022		125.00CR	098203	125.00
2044	LIGHTHOUSE TITLE INC I-202202092716	LIGHTHOUSE TITLE INC	R	2/16/2022		25.00CR	098204	25.00
0903	THE MAIL HAUS INC I-171382	THE MAIL HAUS INC	R	2/16/2022		3,387.03CR	098205	3,387.03
0173	MENARDS INC I-93398 I-93563 I-93698 I-93836 I-93878 I-94001 I-94046 I-94073	MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC	R R R R R R R R	2/16/2022 2/16/2022 2/16/2022 2/16/2022 2/16/2022 2/16/2022 2/16/2022 2/16/2022		152.52CR 21.99CR 12.32CR 23.84CR 43.57CR 18.48CR 81.92CR 7.98CR	098206 098206 098206 098206 098206 098206 098206 098206	 368.68

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5381	METAL SUPERMARKETS GREEN BAY INC							
	I-1041583	METAL SUPERMARKETS GREEN BAY I	R	2/16/2022		19.72CR	098207	19.72
8416	MICHEL'S PIPE SERVICES							
	I-21-03 (2)	MICHEL'S PIPE SERVICES	R	2/16/2022		239,305.49CR	098208	239,305.49
0176	MID STATE SUPPLY CORP							
	I-4482886	MID STATE SUPPLY CORP	R	2/16/2022		21.02CR	098209	21.02
8431	MULTI MEDIA CHANNELS LLC							
	I-37952	MULTI MEDIA CHANNELS LLC	R	2/16/2022		315.29CR	098210	315.29
3191	NCI							
	I-AR24546	NCI	R	2/16/2022		52.40CR	098211	52.40
8655	NORTHEAST AUTO PARTS							
	C-363095	NORTHEAST AUTO PARTS	R	2/16/2022		10.00	098212	
	C-363212	NORTHEAST AUTO PARTS	R	2/16/2022		106.19	098212	
	I-363018	NORTHEAST AUTO PARTS	R	2/16/2022		5.29CR	098212	
	I-363026	NORTHEAST AUTO PARTS	R	2/16/2022		21.54CR	098212	
	I-363036	NORTHEAST AUTO PARTS	R	2/16/2022		251.88CR	098212	
	I-363081	NORTHEAST AUTO PARTS	R	2/16/2022		60.56CR	098212	
	I-363088	NORTHEAST AUTO PARTS	R	2/16/2022		184.23CR	098212	
	I-363111	NORTHEAST AUTO PARTS	R	2/16/2022		35.04CR	098212	
	I-363117	NORTHEAST AUTO PARTS	R	2/16/2022		65.64CR	098212	
	I-363119	NORTHEAST AUTO PARTS	R	2/16/2022		23.19CR	098212	
	I-363129	NORTHEAST AUTO PARTS	R	2/16/2022		46.18CR	098212	
	I-363189	NORTHEAST AUTO PARTS	R	2/16/2022		131.18CR	098212	
	I-363201	NORTHEAST AUTO PARTS	R	2/16/2022		106.19CR	098212	
	I-363203	NORTHEAST AUTO PARTS	R	2/16/2022		46.38CR	098212	
	I-363220	NORTHEAST AUTO PARTS	R	2/16/2022		66.41CR	098212	
	I-363243	NORTHEAST AUTO PARTS	R	2/16/2022		28.17CR	098212	
	I-363248	NORTHEAST AUTO PARTS	R	2/16/2022		62.99CR	098212	
	I-363321	NORTHEAST AUTO PARTS	R	2/16/2022		94.45CR	098212	
	I-363339	NORTHEAST AUTO PARTS	R	2/16/2022		4.40CR	098212	
	I-363343	NORTHEAST AUTO PARTS	R	2/16/2022		38.71CR	098212	
	I-363423	NORTHEAST AUTO PARTS	R	2/16/2022		153.59CR	098212	
	I-363440	NORTHEAST AUTO PARTS	R	2/16/2022		7.32CR	098212	
	I-363482	NORTHEAST AUTO PARTS	R	2/16/2022		330.68CR	098212	
	I-363496	NORTHEAST AUTO PARTS	R	2/16/2022		58.88CR	098212	
	I-363538	NORTHEAST AUTO PARTS	R	2/16/2022		7.36CR	098212	
	I-363569	NORTHEAST AUTO PARTS	R	2/16/2022		24.50CR	098212	
	I-363576	NORTHEAST AUTO PARTS	R	2/16/2022		106.62CR	098212	
	I-363610	NORTHEAST AUTO PARTS	R	2/16/2022		291.44CR	098212	
	I-363632	NORTHEAST AUTO PARTS	R	2/16/2022		15.68CR	098212	2,152.31

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	2/16/2022			098213	**VOID**
VOID	VOID CHECK		V	2/16/2022			098214	**VOID**
3250	NORTHERN LAKE SERVICE I-413042	NORTHERN LAKE SERVICE	R	2/16/2022		45.00CR	098215	45.00
8019	OFFICE ENTERPRISES INC I-502831	OFFICE ENTERPRISES INC	R	2/16/2022		199.42CR	098216	199.42
8327	OSBURN ASSOCIATES INC I-290458 I-290492 I-290554	OSBURN ASSOCIATES INC OSBURN ASSOCIATES INC OSBURN ASSOCIATES INC	R R R	2/16/2022 2/16/2022 2/16/2022		161.00CR 1,368.00CR 1,012.50CR	098217 098217 098217	 2,541.50
0197	PACKER CITY INTL TRUCKS INC I-X101154215:01 I-X101154525:01 I-X101154886:01	PACKER CITY INTL TRUCKS INC PACKER CITY INTL TRUCKS INC PACKER CITY INTL TRUCKS INC	R R R	2/16/2022 2/16/2022 2/16/2022		35.96CR 171.90CR 35.96CR	098218 098218 098218	 243.82
1331	PACKER FASTENER & SUPPLY INC I-655680 I-662439 I-662606	PACKER FASTENER & SUPPLY INC PACKER FASTENER & SUPPLY INC PACKER FASTENER & SUPPLY INC	R R R	2/16/2022 2/16/2022 2/16/2022		129.60CR 263.40CR 273.31CR	098219 098219 098219	 666.31
0208	POMP'S TIRE SERVICE INC I-90076012 I-90076075	POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC	R R	2/16/2022 2/16/2022		440.20CR 36.04CR	098220 098220	 476.24
6278	ERIC RAKERS I-202202092717	ERIC RAKERS	R	2/16/2022		121.30CR	098221	121.30
6948	RAY'S TIRE C-1018167 I-1022468	RAY'S TIRE RAY'S TIRE	R R	2/16/2022 2/16/2022		50.00 2,468.00CR	098222 098222	 2,418.00
0227	REINDERS INC I-6006006-00 I-6006268-00	REINDERS INC REINDERS INC	R R	2/16/2022 2/16/2022		97.96CR 86.36CR	098223 098223	 184.32
1890	S I METALS AND SUPPLY I-257753	S I METALS AND SUPPLY	R	2/16/2022		708.00CR	098224	708.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0235	SAINT VINCENT HOSPITAL I-1328	SAINT VINCENT HOSPITAL	R	2/16/2022		27.55CR	098225	27.55
3234	SHERWIN WILLIAMS I-7520-2	SHERWIN WILLIAMS	R	2/16/2022		62.28CR	098226	62.28
7762	SMITHGROUP INC I-160125	SMITHGROUP INC	R	2/16/2022		21,000.00CR	098227	21,000.00
1446	SNAP ON INDUSTRIAL I-ARS/15566625 I-ARS/15566626	SNAP ON INDUSTRIAL SNAP ON INDUSTRIAL	R R	2/16/2022 2/16/2022		120.00CR 120.00CR	098228 098228	240.00
6136	TERMINAL SUPPLY CO I-11859-00	TERMINAL SUPPLY CO	R	2/16/2022		41.54CR	098229	41.54
0415	TRI CITY GLASS INC I-I04-0202-84285	TRI CITY GLASS INC	R	2/16/2022		511.00CR	098230	511.00
0268	TRUCK EQUIPMENT INC I-987905-00	TRUCK EQUIPMENT INC	R	2/16/2022		32.12CR	098231	32.12
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC I-8302	VANDEN PLAS PORTABLE SOLUTIONS	R	2/16/2022		149.00CR	098232	149.00
3085	VANDERLOOP'S SHOES INC I-I04-10057500 I-I04-10057755	VANDERLOOP'S SHOES INC VANDERLOOP'S SHOES INC	R R	2/16/2022 2/16/2022		125.00CR 321.00CR	098233 098233	446.00
3707	VIKING ELECTRIC SUPPLY I-S005502875.001	VIKING ELECTRIC SUPPLY	R	2/16/2022		151.38CR	098234	151.38
7325	JESSE WEGNER I-202202102718	JESSE WEGNER	R	2/16/2022		125.00CR	098235	125.00
8717	WI COMMUNITY MEDIA I-1169	WI COMMUNITY MEDIA	R	2/16/2022		140.00CR	098236	140.00
0537	WI EMERGENCY MNGMT/SERB I-228821 I-228827 I-228830 I-228831	WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB	R R R R	2/16/2022 2/16/2022 2/16/2022 2/16/2022		485.00CR 205.00CR 205.00CR 205.00CR	098237 098237 098237 098237	1,100.00

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1466	WI SUPREME COURT							
	I-680-0000000563	WI SUPREME COURT	R	2/16/2022		700.00CR	098238	700.00
7857	WISNET							
	I-18849	WISNET	R	2/16/2022		1,800.00CR	098239	1,800.00
8718	WOOD CHIPPER SAFETY SHIELD CORP							
	I-8037	WOOD CHIPPER SAFETY SHIELD COR	R	2/16/2022		5,245.00CR	098240	
	I-8038	WOOD CHIPPER SAFETY SHIELD COR	R	2/16/2022		5,760.00CR	098240	
	I-8039	WOOD CHIPPER SAFETY SHIELD COR	R	2/16/2022		5,835.00CR	098240	
	I-8040	WOOD CHIPPER SAFETY SHIELD COR	R	2/16/2022		1,120.00CR	098240	17,960.00
1837	STEVEN YEDICA							
	I-202202102719	STEVEN YEDICA	R	2/16/2022		271.12CR	098241	
	I-202202102720	STEVEN YEDICA	R	2/16/2022		241.48CR	098241	512.60

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	92	0.00	396,013.35	396,013.35
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:	2	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:	94	0.00	396,013.35	396,013.35

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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VENDOR SET: 01

**** CHECK LISTING ****

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	2/2022	42,018.91CR
201	2/2022	241,690.23CR
208	2/2022	171.20CR
209	2/2022	140.00CR
260	2/2022	8,388.50CR
285	2/2022	303.00CR
290	2/2022	10,778.00CR
291	2/2022	278.00CR
292	2/2022	310.85CR
293	2/2022	278.00CR
294	2/2022	278.00CR
295	2/2022	278.00CR
297	2/2022	60.00CR
405	2/2022	55,175.50CR
415	2/2022	16,840.00CR
601	2/2022	15,403.15CR
650	2/2022	3,622.01CR
=====		
ALL		396,013.35CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 16, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
