Board of Public Works

Regular Meeting

Agenda

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

Monday, February 13, 2023 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **February 13, 2023** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (312) 757-3117
Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call

II. 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 Board of Public Works. Section 6-3(f) DPMC

III. Items

1. Approval of the January 9, 2023 Board of Public Works Meeting Mintues
2. Lawrence Drive Reconstruction Update*
3. Consideration and possible action on Reservoir and Tower Inspections*
4. Consideration and Possible Action on Enterprise Drive Reservoir Mixer*
5. Consideration and possible action to Reject Proposals for Enterprise Drive Reservoir Cleaning and Overcoating*
6. Consideration and possible action on Leak Detection Survey*
7. Consideration and possible action on Establishing Special Assessment Rates for Storm Sewer Main and/or Laterals
8. Consideration and possible action on quotes for 2023 Materials Testing and Soil Borings*
9. Consideration and possible action on award of Contract 23-05 Sidewalk and Curb Repairs*
10. Consideration and possible action on award of Contract 23-06 Concrete Street Repairs*

11. Consideration and possible action on award of Contract 23-13 Crackfilling*
12. Consideration and possible action on award of Contract 23-15 Sewer Televising*
13. Consideration and possible action on award of Project 23-19 Mudjacking-Request for Proposal*
14. Consideration and possible action on award of Project 23-19A Sidewalk Grinding-Request for Proposal*
15. Consideration and possible action on MSA Professional Services, Inc. Proposal for Community Development Block Grant Application for Street Improvement Projects*
16. Consideration and Possible Action Regarding Engineering Technical Services Regarding Installation of AT&T's Wireless Antennae Facilities on Merrill Street Water Tower*
17. Consideration and Possible Action Regarding Engineering Technical Services Regarding Installation of AT&T's Wireless Antennae Facilities on Matthew Water Tower*
18. Consideration and possible action on State – State/Municipal Financial Agreement for STH 32 from Merrill Street to Cook Street*
19. Consideration and possible action on City Engineer Parking and Traffic Recommendations*
20. Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items

IV. Future Agenda Items

V. Adjournment

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday, February 13, 2023 so that arrangements can be made.

Agenda Sent To:

MAYOR
ALDERPERSONS
DEPARTMENT HEADS
DEFINITELY DE PERE
SOMMERS CONSTRUCTION COMPANY, INC
GREEN BAY PIPE & TV, LLC
ALL STAR CUTTING & CORING, LLC
PROFESSIONAL SERVICE INDUSTRIES, INC
DIXON ENGINEERING
FERGUSON WATERWORKS SERVICES
DE PERE CHAMBER OF COMMERCE
TV, NEWSPAPERS & RADIO
KRESS FAMILY LIBRARY
HIGHWAY LANDSCAPERS, INC
ASPHALT SEAL & REPAIR, INC
BADGER CONCRETE LIFTING, LLC
BAY AREA TESTING & CONSULTING, LLC
MSA PROFESSIONAL SERVICES, INC
KLM ENGINEERING, INC
MEAD & HUNT

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Board of Public Works**
FROM:	**Betty Sellenheim**
SUBJECT:	**Approval of the January 9, 2023 Board of Public Works Meeting Mintues**

ATTACHMENTS:

- 2023 0109 BOPW_Draft Minutes (PDF)

Board of Public Works

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

Regular Meeting

Draft Minutes

Monday, January 9, 2023 **6:00 PM** **Council Chambers and Virtual**

I. Call to Order

The meeting was called to order at 6:00 PM by Mayor James Boyd

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Present	
Dan Carpenter	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Excused	
Dean Raasch	Alderperson	Present	

Scott Thoresen, Public Works Director
Eric Rakers, City Engineer
Eric Zygarlicke, Water Department Supervisor
Betty Sellenheim, Recording Secretary
Larry Delo, City Administrator
Jeff Hermsen, DPCO
Amy Murphy, DPCO
Alderperson John Quigley

II. 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 Board of Public Works. Section 6-3(f) DPMC

None

III. Items

1. Approval of the November 7, 2022 Board of Public Works Meeting Minutes

Alderperson Raasch moved to approve the November 7, 2022 Board of Public Works Meeting Minutes, seconded by Alderperson Carpenter. Upon vote, the motion passed with a 4-0 vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

2. Consider and Possible Action Regarding Christian Outreach Request for Additional Polycarts*

Scott Thoresen, Public Works Director, provided an overview of the request from De Pere Christian Outreach to obtain additional polycarts for the Pantry location on Dickinson Road.
Alderperson Raasch and Mr. Thoresen clarified the ordinance regulations for total number of polycarts per parcel. Alderperson Carpenter and Mr. Thoresen clarified that both buildings, 347 S Libal Street and 1827 Dickinson Road, share one parcel.

Alderperson Raasch moved to open the meeting for public comment at 6:05 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Amy Murphy, De Pere Christian Outreach, 2464 Sunny Brook Dr, Green Bay, further explained her request and current process of disposal for recycling from the Pantry location.

Mayor Boyd moved to return to regular session at 6:08 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Alderperson Raasch asked to clarify the difference between parcel and address. Mr. Thoresen explained the difference and that multiple locations across the City were in the same situation with having multiple address points for one parcel. Alderperson Hansen asked how duplexes are covered in the ordinance. Mr. Thoresen, explained how duplex through four-plex units are handled in the ordinance. Mayor Boyd provided alternative cardboard recycling options. Mayor Boyd added that other locations that have been impacted by the three polycart limit have adjusted and could create issues if exceptions were allowed or changes were made to the ordinance. Alderperson Raasch and Betty Sellenheim, Recording Secretary, clarified the legal definition of a duplex. Alderperson Carpenter asked about the adjoining green space lot to the east of the Pantry location. Staff verified the lot was a separate parcel. Alderperson Carpenter asked if that lot could have three polycarts. Mr. Thoresen stated it could if it had a structure that necessitated polycarts. Alderperson Carpenter mentioned that the church could consider dividing the lot to create two parcels allowing for the additional polycarts. Alderperson Raasch suggested that if Christian Outreach and Pantry utilized available options for cardboard recycling, they may eliminate their private collection service. Alderperson Raasch also suggested Christian Outreach contact US Paper to discuss a partnership.

Alderperson Carpenter moved to approve staff recommendation to make no changes regarding additional polycarts, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

3. Consideration and Possible Action on Request to Allow Overnight Parking on City Streets*

Alderperson John Quigley outlined the request to allow overnight parking and addressed points of concern expressed in the included memo. Mayor Boyd recapped the current overnight parking restrictions on City streets. Larry Delo, City Administrator, highlighted key points from the memo and explained many different ways communities offer or restrict overnight parking and stated that the discussion was open to decide what was best for De Pere. Mayor Boyd outlined a few hybrid options for allowing overnight parking. Alderperson Carpenter offered his opinion on overnight parking and garage utilization. Alderperson Hansen agreed with some of Alderperson Carpenter's points, but sympathized in older neighborhoods where garage and driveway space is limited. Alderperson Carpenter asked Alderperson Quigley if his constituents would see benefits

from allowing overnight parking in the summer, but restricting it in the winter months. Alderperson Quigley stated he could not generalize for the entire population based on a few concerns, but did further elaborate that most problem locations have more drivers than they have parking spaces. Alderperson Hansen questioned restrictions on widening driveways. Eric Rakers, City Engineer, and Scott Thoresen, Public Works Director, provided information on the width restrictions. Alderperson Raasch outlined concerns he hears from constituents, primarily around St. Norbert campus. Mr. Delo asked if allowing some form of overnight parking would make the problem better or worse. Alderperson Raasch believed they would still have complaints due to sheer number of cars that would utilize street parking, but it would no longer be against ordinance. Mayor Boyd mentioned that St. Norbert recently installed a long-term parking lot on campus. Mr. Delo stated in previous conversations with the campus, the long-term parking was inconvenient for students to use. Alderperson Carpenter outlined other areas of concerns near apartment complexes and stated he approves the ordinance as it stands. Alderperson Raasch asked if the request was to accommodate a single location or two, or if this was something city-wide that required changes. Alderperson Quigley explained the situation as outlined in the memo, whereas that household was not able to increase their driveway space due to City ordinance but also not allowed to park on the street. Alderperson Quigley is asking the City to consider overnight parking options such as other communities offer. Mr. Thoresen explained that posted parking restrictions will trump overnight parking allowances (such as alternate side). Alderperson Carpenter stated concerns about parking on narrow streets and suggested staff needs to discuss further internally. Alderperson Raasch stated concerns regarding snow plowing around parked cars and having staff return later to attempt additional snow removal. Alderperson Raasch stated his approval of the current restrictions, but agreed it required additional discussion at staff level. Mr. Delo asked for clarification on the anticipated outcome of referring back to staff. Alderperson Carpenter requested street listing by width to determine which ones could allow parking on one or both sides. Mayor Boyd requested a survey from Definitely De Pere regarding overnight parking downtown. Alderperson Carpenter stated his preference of excluding downtown from overnight parking. Mr. Delo added that parking lots are available downtown for parking and suggested exclusion. Mr. Delo further outlined that staff would evaluate street widths and year-round versus seasonal restrictions. Alderperson Quigley suggested staff survey cities that offer overnight parking and ask how they handle street sweeping and curbside collections. Alderperson Hansen recommended alternate side parking during winter months, excluding downtown. Alderperson Raasch moved to refer overnight parking back to staff for further discussion at the March 2023 meeting, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

RESULT:	**REFERRED BACK TO STAFF [UNANIMOUS]**
	Next: 3/13/2023 7:30 PM
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

4. Consideration and possible action on award of Contract 23-14 City Hall Boiler Replacement*

Scott Thoresen, Public Works Director, outlined the project, bids received by staff, and budget.
Alderperson Hansen moved to approve award of Contract 23-14 City Hall Boiler Replacement to Tweet-Garot Mechanical, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

5. Consideration and possible action on Project Approach for Requirements for Private Water System Inspection and Maintenance

Eric Zygarlicke, Water Department Supervisor, outlined the next steps and project approach for requiring private water systems be inspected and maintained.
Mayor Boyd asked if there was a general idea of cost for each system. Mr. Zygarlicke explained the cost will vary for each entity based on the number of fixtures (hydrants, valves, curb boxes, etc) that need to be maintained. Mr. Zygarlicke broke down each fixtures approximate cost. Scott Thoresen, Public Works Director, outlined the steps of the process and elaborated on how it will help prevent water loss throughout the city. Alderperson Carpenter asked if private system will be added and tracked in GIS. Mr. Zygarlicke stated the goal would be to have them added. Alderperson Carpenter asked how leaks are detected in areas of Ledgeview and Lawrence where water is sold between the communities. Mr. Thoresen explained the agreements between communities and the Public Service Commission with regards to leaks and testing. Alderperson Hansen asked if staff could enter facilities once the ordinance was in place. Mr. Zygarlicke stated that once the ordinance was in place, facilities that wish to have the City maintain their fixtures would enter into an agreement with the City, which would allow access. Alderperson Raasch asked to clarify the current standards for maintenance. Mr. Zygarlicke stated there is not a standard for maintenance in private systems at this time and the ordinance would have the private systems match the maintenance level of the public water system. Alderperson Raasch asked why similar programs have not been in place before now. Mr. Thoresen stated the discussions have been ongoing for a few years and staff is finally pulling the trigger. Alderperson Carpenter added that facilities will need to either use the City or hire a company that is certified to complete the maintenance required by the ordinance.
Mayor Boyd moved to approve the project approach and next step of sending out notices for a public information meeting for private water system ordinance, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Dean Raasch, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

6. Discuss Water Service Line Material Inventory Program

Eric Zygarlicke, Water Department Supervisor, explained the Water Department plan to survey water service lines and determine lead and galvanized services to report to the Wisconsin Department of Natural Resources by October 2024.
Mayor Boyd asked what percentage of services need to be verified. Mr. Zygarlicke provided approximately 75% will need to be determined at the curb stop and approximately 25% will need to be determined inside the dwelling. Alderperson Hansen asked what research had been done in the past to determine lead services. Scott Thoresen, Public Works Director, discussed some of the past work in the City that has revealed different service types and how the survey being mandated by the DNR and EPA will assist the City with determining services requiring replacement due to material.
Alderperson Carpenter asked if staff considered allowing residents to provide photo evidence of their dwelling services, rather than having staff enter their premises. Mr. Zygarlicke added that homes older than 1990 will be required to have their interior plumbing surveyed. Mr. Zygarlicke added that other communities he has been in contact with have had mixed results when allowing residents to provide photo evidence, but stated it would likely be an option. Mr. Zygarlicke explained the portion of the program that will take the most work will be potholing to determine the city-portion of water service lines.

RESULT:	**DISCUSSED**

7. Consider and Possible Action Regarding Green Bay Metropolitan Sewerage District Request to Purchase Surplus Equipment at De Pere Waste Water Treatment Plant*

Scott Thoresen, Public Works Director, explained the request from Green Bay Metropolitan Sewerage District to purchase remaining surplus property at the De Pere Waste Water Treatment Plant in the amount of $7,500. Staff reviewed the list of property and agreed to sell remaining assets except a man-lift.
Alderperson Raasch moved to approve the sale of remaining surplus property at the De Pere Waste Water Treatment Plant to GBMSD, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

8. Consider and Possible Action Regarding Central Brown County Water Authority First Responder Agreement*

Scott Thoresen, Public Works Director, explained the First Responder Agreement with Central Brown County Water Authority (CBCWA) allows for City staff to be reimbursed for their time while responding to CBCWA emergencies.
Alderperson Hansen asked if the agreement would be updated annually. Mr. Thoresen stated the agreement would not be updated but wage rates in Schedule B would be.
Mayor Boyd moved to approve the CBCWA First Responder Agreement, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Dan Carpenter, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

9. Consider and Possible Action Regarding SEH Inc. Proposal for Municipal Service Center Fuel Island Design and Engineering Services*

Scott Thoresen, Public Works Director, explained the necessity of replacing the fuel island at the Municipal Service Center and explained the proposal from SEH, Inc. for design and engineering services.
Alderperson Carpenter asked if the fuel tanks would be the same size as what is currently on-site. Mr. Thoresen explained the three current underground tanks would be replaced with two aboveground tanks and there would be about 5,000 fewer gallons.
Alderperson Carpenter moved to approve the proposal from SEH, Inc for MSC fuel island design and engineering services, seconded by Mayor Boyd.
Alderperson Hansen asked if the tanks would need to be moved in the future with the MSC expansion. Mr. Thoresen stated they would be. Alderperson Hansen asked how much the relocation would cost. Mr. Thoresen stated tens of thousands. Alderperson Raasch asked if funds were available to dispose of any contaminated soil and materials. Mr. Thoresen stated there was unless it was something extreme.
Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

10. Consideration and possible action on City Engineer Parking and Traffic Recommendations*

Eric Rakers, City Engineer, outlined the recommended parking and traffic change including installation of stop signs on Garroman Drive at American Boulevard and Lawrence Drive.
Mayor Boyd moved to approve the City Engineer parking and traffic recommendations, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Dan Carpenter, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

11. Discuss City Engineer Recommendation on No Action Parking and Traffic Discussion Items

Eric Rakers, City Engineer, outlined the discussion item for no-action parking and traffic including upgrading the pedestrian crossing on Ninth Street at Park Street to a ladder style crosswalk.

RESULT:	DISCUSSED

IV. Future Agenda Items

Alderperson Carpenter requested to know how close equipment can be parked to the edge of the road (specifically on Garroman Drive)

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 7:40 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday, January 9, 2023 so that arrangements can be made.

Agenda Sent To:

MAYOR
ALDERPERSONS
DEPARTMENT HEADS
DEFINITELY DE PERE
TWEET-GAROT MECHANICAL
CENTRAL BROWN COUNTY WATER AUTHORITY
DE PERE CHAMBER OF COMMERCE
TV, NEWSPAPERS & RADIO
KRESS FAMILY LIBRARY
DE PERE CHRISTIAN OUTREACH
SHORT ELLIOT HENDRICKSON, INC
NEW WATER/GBMSD

Respectfully submitted,
Betty Sellenheim

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Lawrence Drive Reconstruction Update***

ATTACHMENTS:

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

CITY OF DE PERE
MEMO

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

RE: **Lawrence Drive Reconstruction Update***

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

Mead & Hunt | EXPERIENCE EXCEPTIONAL

DE PERE

Lawrence Drive,
City of De Pere

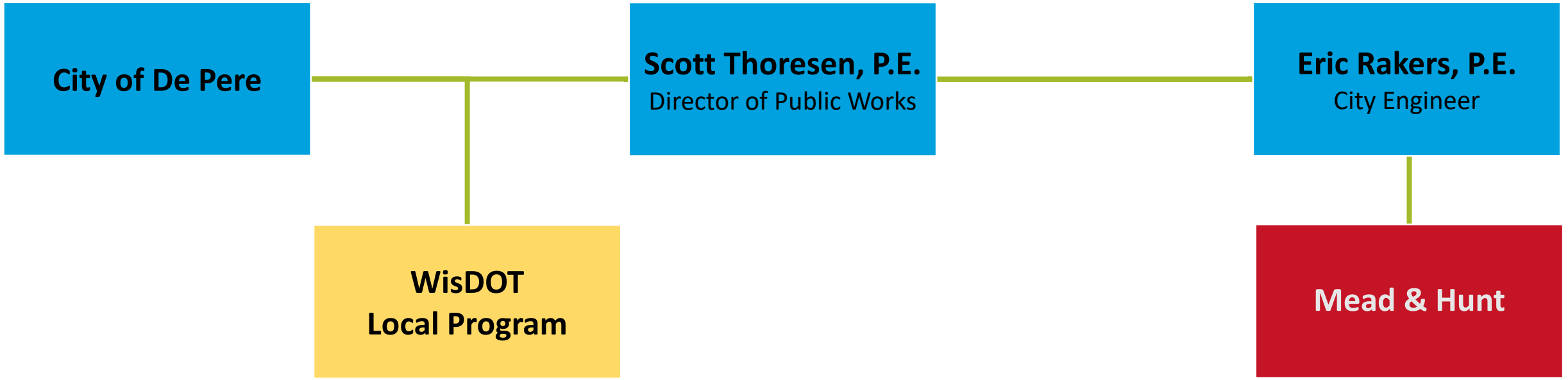
Local Officials Meeting

February 13, 2023

Presentation Outline

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

Project Team



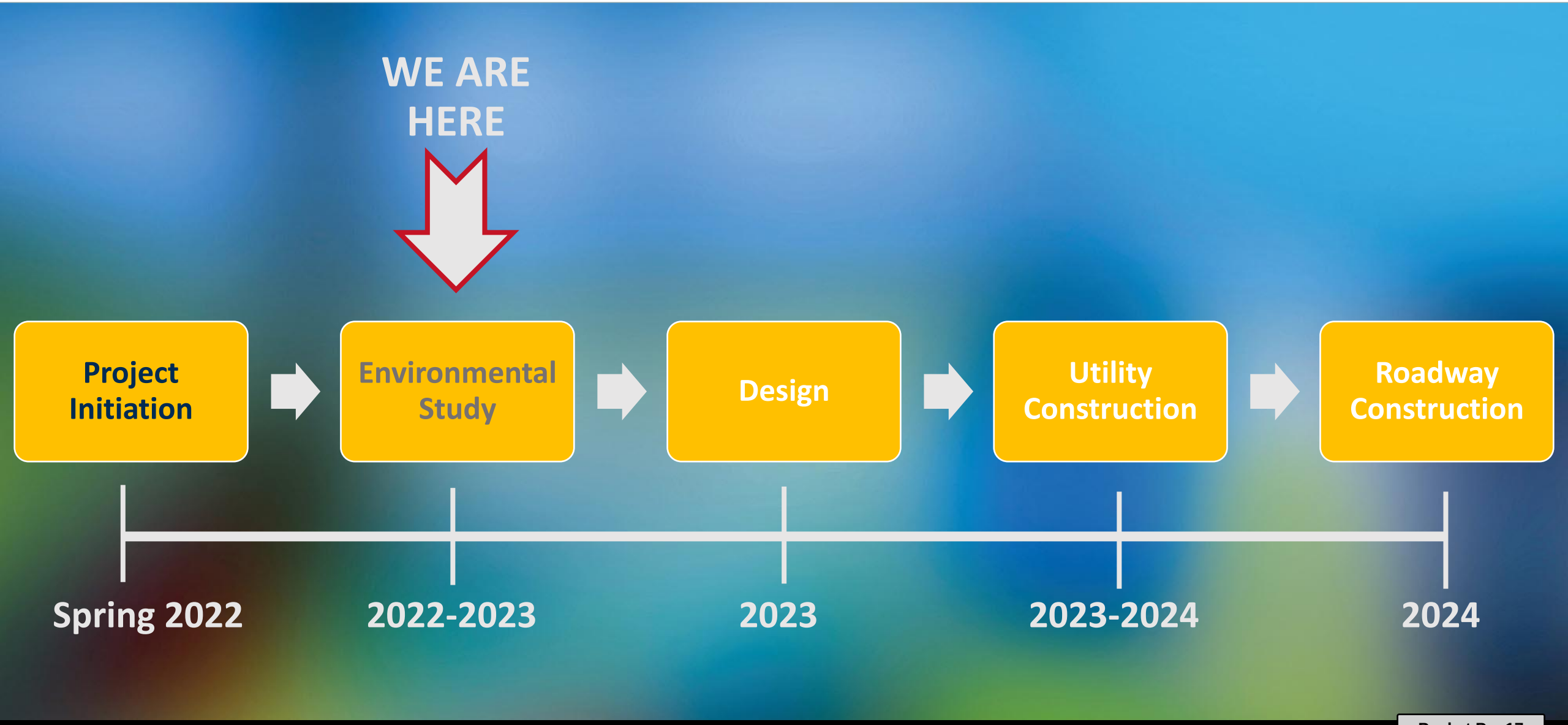
City of De Pere

WisDOT – Northeast Region

Design Engineering Consultant

Project Location

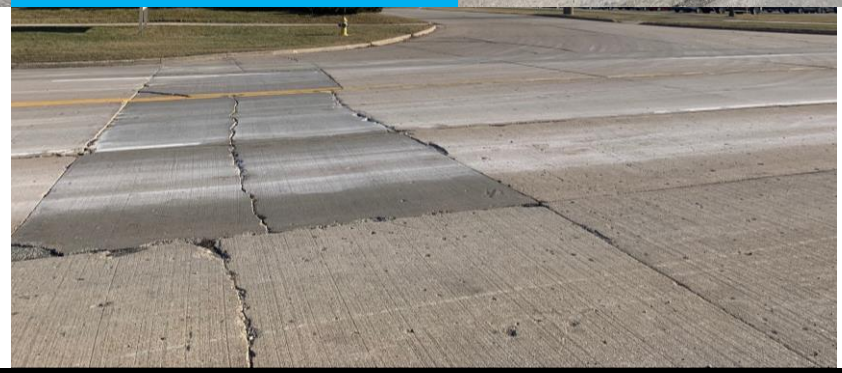
Overall Project Timeline



Project Status

What is the Need for the Project?

- Pavement Deterioration



Purpose of Project

Address pavement condition

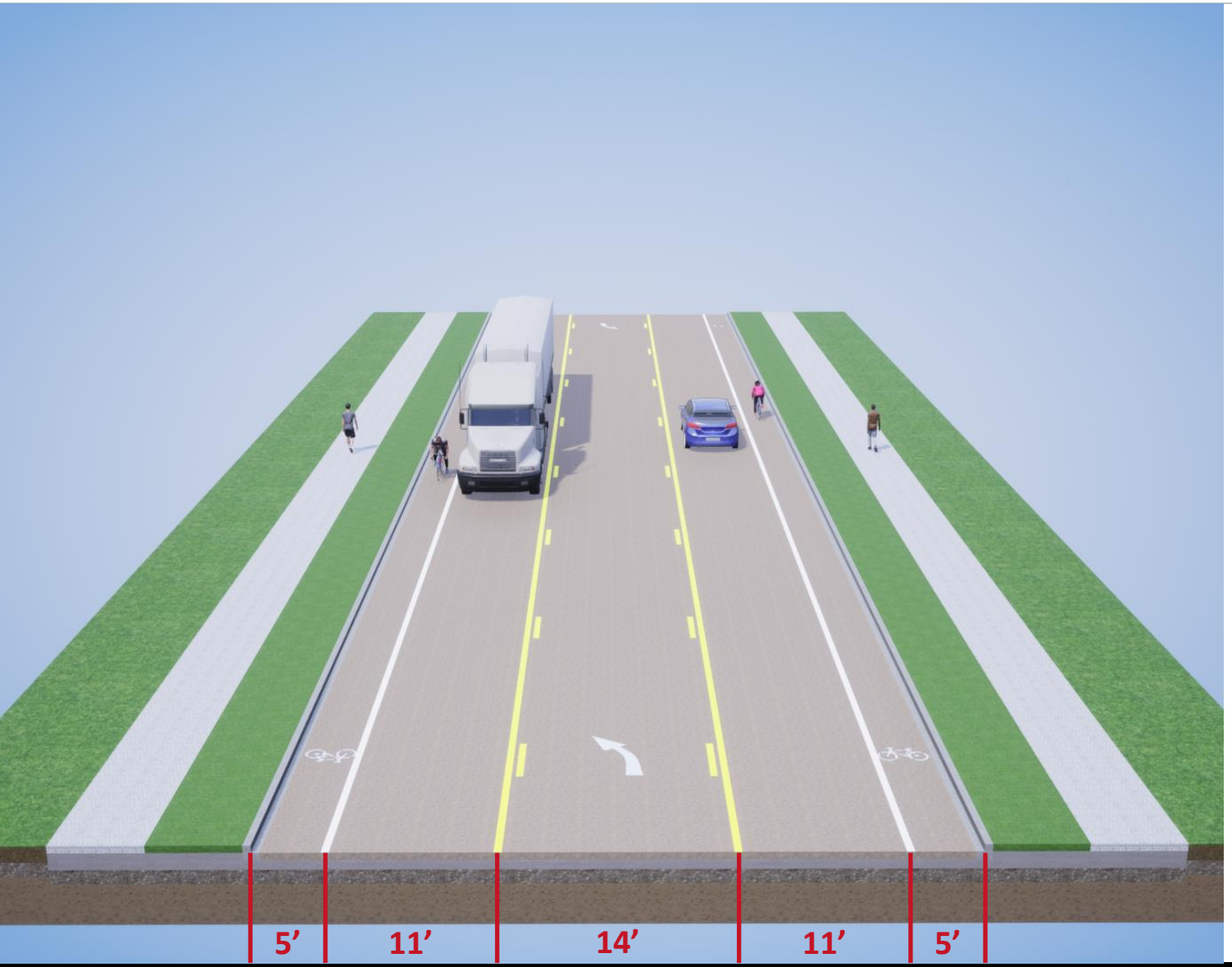
Opportunities

Improved pedestrian accommodations

Improved bicycle accommodations

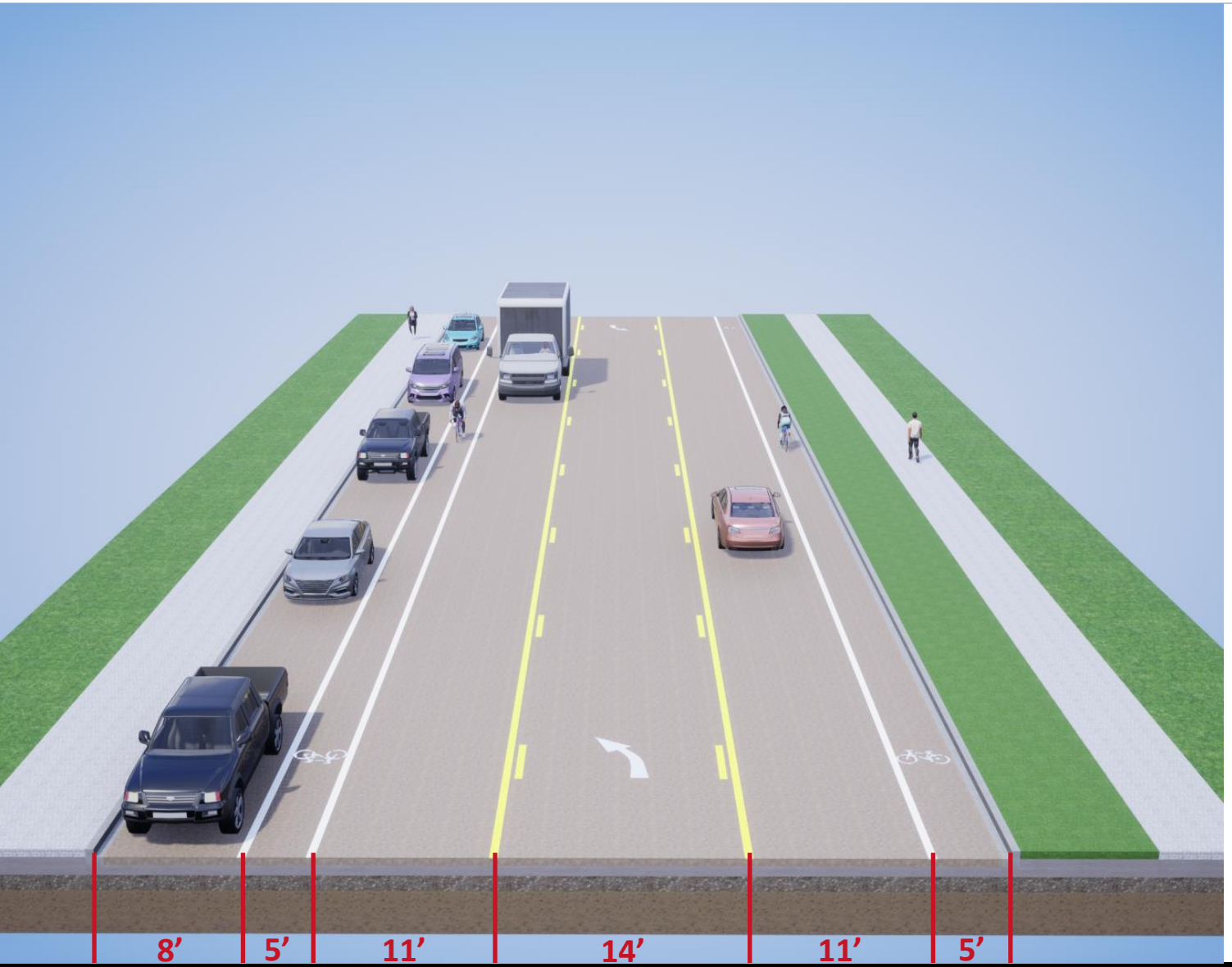
New street lighting

Proposed Typical Section



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

Proposed Typical Section – The Preserve



- Maintain on-street parking on the west side

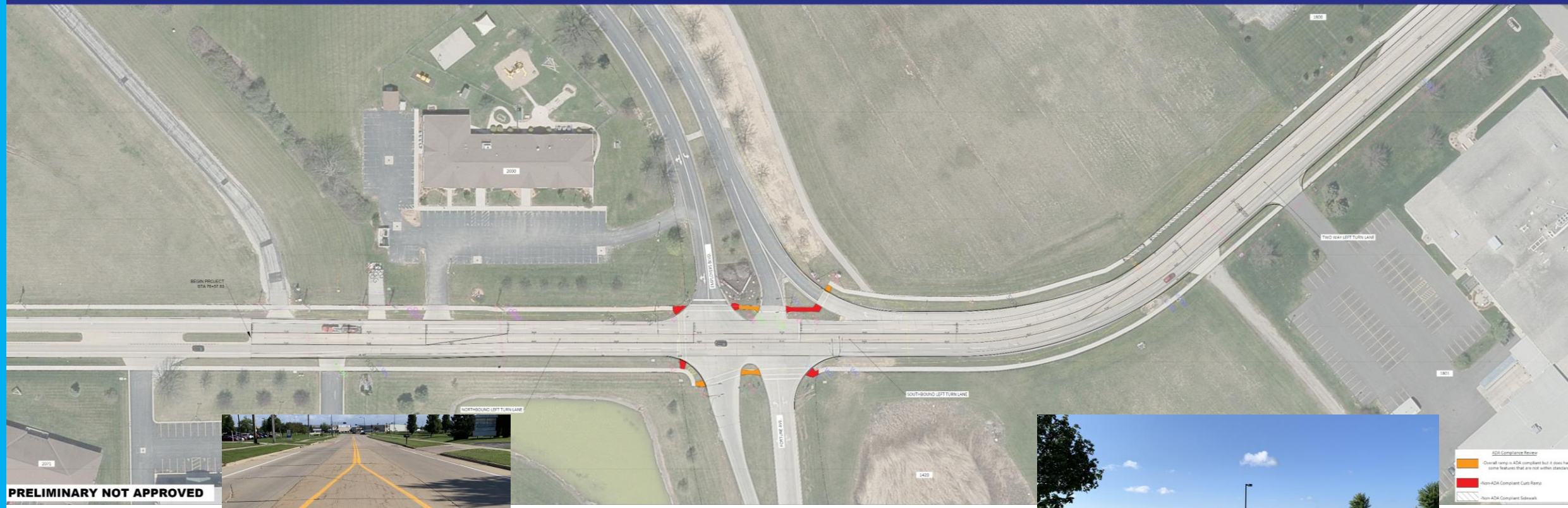
South End to 1801 Lawrence Drive

CITY OF DE PERE BOARD OF PUBLIC WORKS MEETING

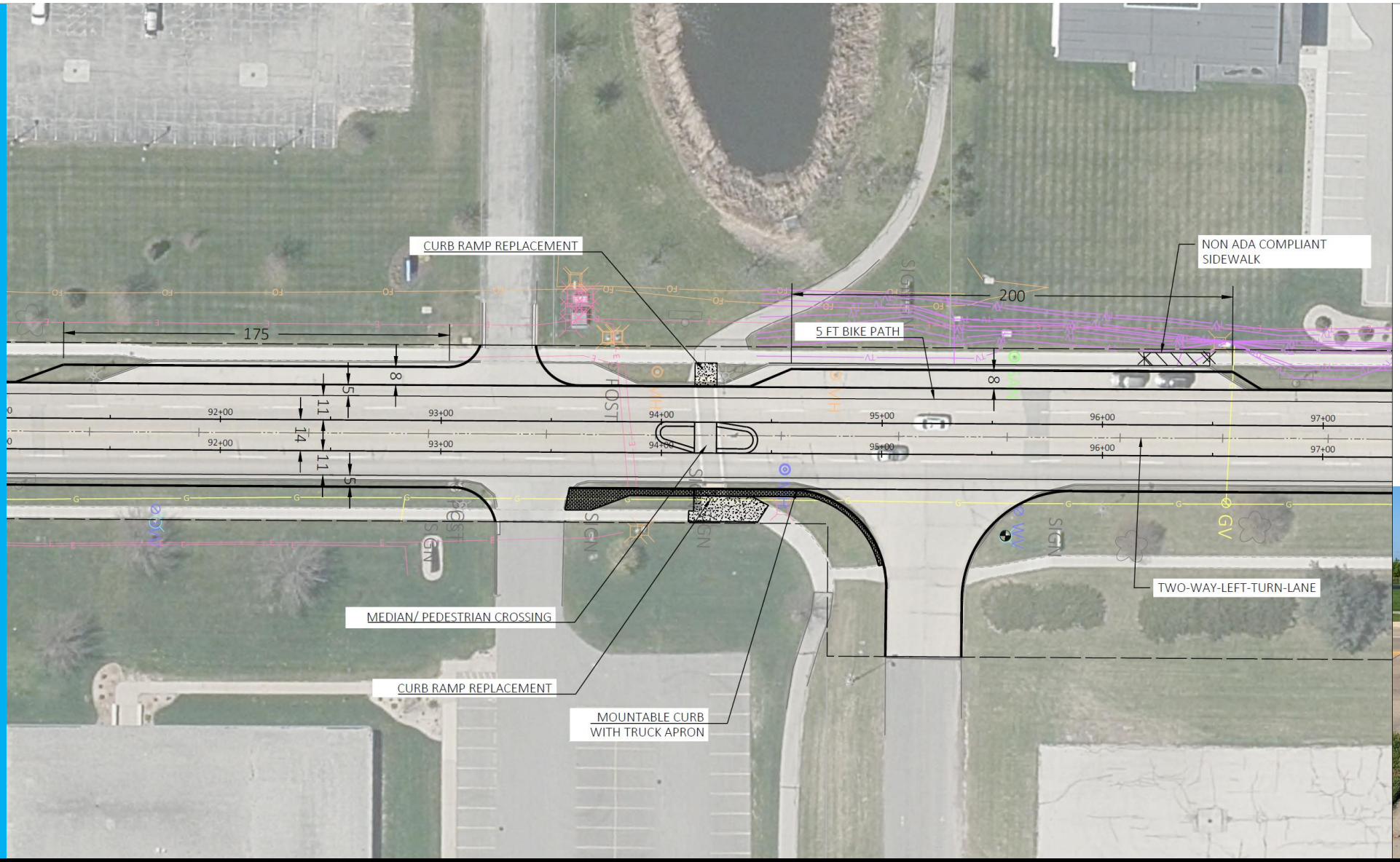
EXHIBIT: PROPOSED IMPROVEMENTS (BEGINNING OF PROJECT TO STA 92+50)

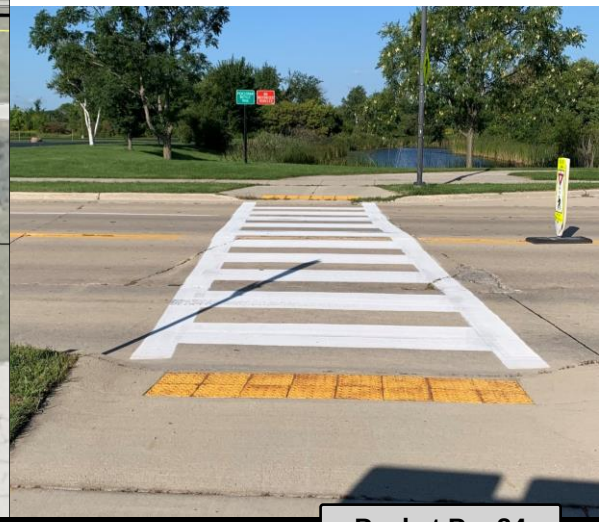
FEBRUARY 13, 2023

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



Median Pedestrian Refuge Island





1801 Lawrence Drive to Scheuring Road – TWLTL Option 1

Mead&Hunt

1801 Lawrence Drive to Scheuring Road – TWLTL Option 2

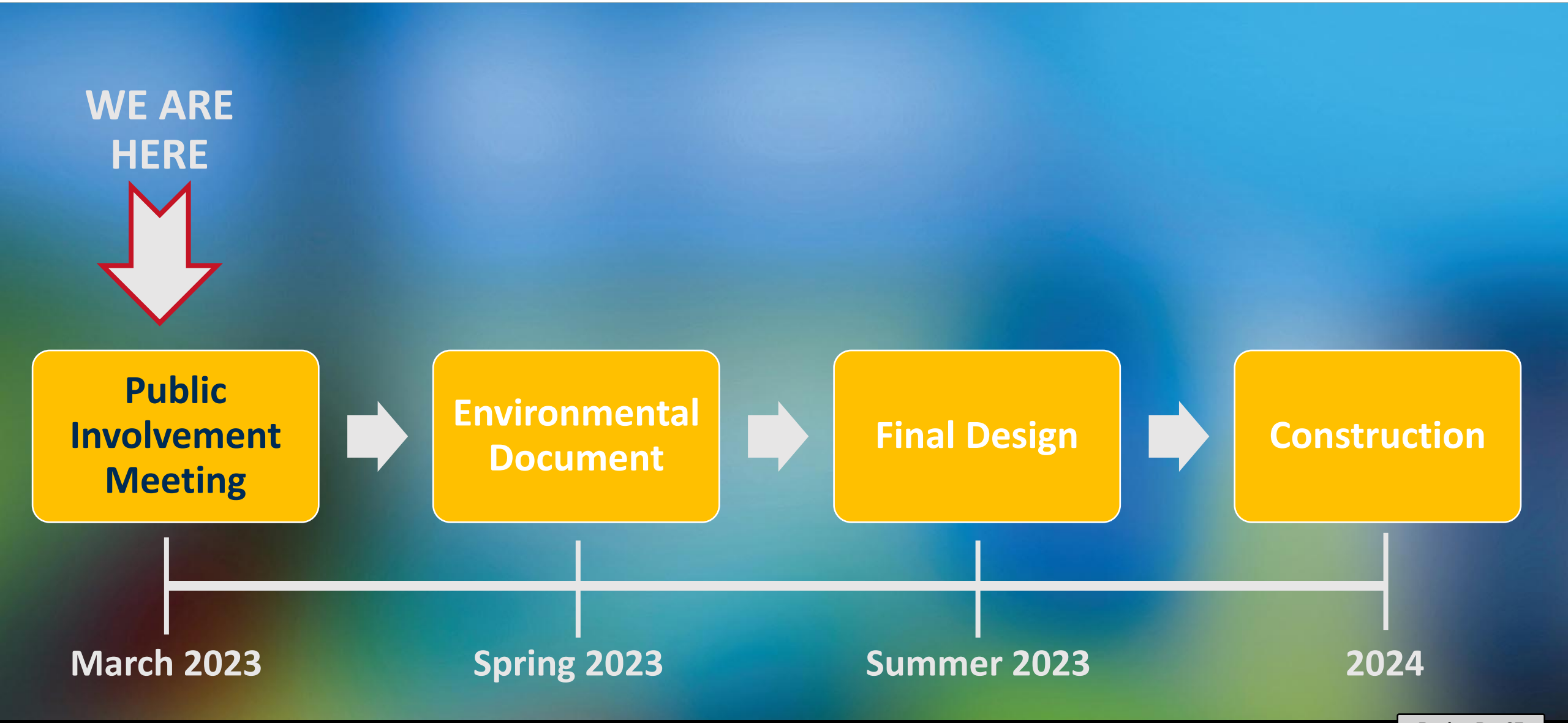
CITY OF DE PERE BOARD OF PUBLIC WORKS MEETING

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

FEBRUARY 13, 2023

Mead&Hunt

Next Steps


WE ARE HERE
Public Involvement Meeting
Environmental Document
Final Design
Construction
March 2023
Spring 2023
Summer 2023
2024

How to stay informed?

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

Project Contacts

Eric Rakers, P.E.
De Pere City Engineer
erakers@deperwi.gov
(920) 339-4061

Scott Thoresen, P.E.
De Pere Director of Public Works
sthoresen@deperewi.gov
(920) 339-8095

Thank you.

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and possible action on Reservoir and Tower Inspections***

ATTACHMENTS:

- Consider Reservoir and Tower Inspections 2-6-2023 (DOCX)
- 2023 Reservoir & Tower Inspections (DOCX)
- Consultant Agreement Template 12-8 -2020 (PDF)
- Reservoir Inspection Proposal Summary 2-1-2023 (PDF)
- KLM Engineering - 2023 Reservoir-Tower Inspection Proposal (PDF)
- FINAL Proposal (City of De Pere, WI) – YS (PDF)
- Dixon Engineering Inc (PDF)

CITY OF DE PERE
MEMO

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

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

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

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

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

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

CITY OF DE PERE

Public Works Department

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

January 5, 2023

RE: Request for Proposals
2023 Reservoir & Tower Inspections

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

Enterprise Reservoir

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

Ninth Street Tower

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

Scope of Work:

1. Review existing drawings and as-built of reservoir and tower and any other pertinent information pertaining to the reservoir and tower.

2. Conduct all tank inspections to meet Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes **NR 810.14 Water storage facility inspections** requirement.

3. Dry inspection points of emphasis:

   a) Inspection shall include the wash down and removal of all debris, sediment or biofilm from the roof or ceiling, walls to the water line, and floor of the tank prior to inspection. Vacuum cleaning of the floor of the tank shall be required to completely clean and remove all sediment and debris. Sediment and debris can be discharged into a geo-bag for dewatering and removed at cleanup.

   b) Note on inspection report all structural failures such as cracks, spalling, deteriorating caulk or paint, rust penetrations, and sealant failure to prevent infiltration.

   c) The interior of the tank will be disinfected IAW the methods of AWWA Standard C652-02. Two (2) successive safe samples shall be taken at 24-hour intervals in order to put tank back online. The first sample will be taken by the contractor, and the second by the utility. A minimum of 0.2 mg/l of free chlorine residual is required at the time of sampling.

4. Prepare a final report showing the result of the tank inspection(s). The report shall include a summary of the inspection and a list of any deficiencies in the tank. The written report will include photos for the tank inspection(s). The final report will contain recommendations for future work based on the results of this inspection.

5. Prepare reports for WDNR as required.

6. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

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

Indemnification:

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

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

Insurance Requirements:

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000 per person/per accident.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1) Previous Experience: Past Work on projects of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

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

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

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

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

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

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

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility
2023 Reservoir/Tower Inspection Proposal

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

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

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

Lump Sum Price for Enterprise Reservoir Inspection: $_____

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

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

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

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

_____	_____
Signature of Bidder	Date
_____	_____
Print or Type Name of Bidder	Title

Estimated Start Date: _____

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

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

SAMPLE

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

SAMPLE

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

SAMPLE

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

SAMPLE

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

SAMPLE

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:

SAMPLE

If to City:

If to Consultant:

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

(COMPANY NAME)

By: _____
Name: _____

By: _____
Name: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

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

SAMPLE

Tank Inspection Proposal Summary 2-1-2023

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

City of De Pere Water Utility
2023 Reservoir/Tower Inspection Proposal

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

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

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

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

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

KLM Engineering, Inc.
Name of Firm

1976 Wooddale Drive, Suite 4, Woodbury, MN 55125
Address of Firm

651-773-5111
Telephone Number

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

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

Signature of Bidder

January 17, 2023
Date

Dewey Prinzing
Print or Type Name of Bidder

Vice President of Buisness Development
Title

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

ATTACHMENT "A" - Proposal

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

January 17, 2023

Sent via Email Only

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

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

Dear Mr. Thoresen:

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

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

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

DOCUMENTATION

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

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

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

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SCOPE OF WORK

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

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

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

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

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

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

Interior and Exterior:

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

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OWNER'S RESPONSIBILITIES

ROV Inspection

The Owner's personnel shall also be responsible for:

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

Dry Tank Cleanout

The Owner's personnel shall also be responsible for:

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

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

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FEES

Enterprise Reservoir
ROV Inspection
The fee for the above-referenced scope of work is:..... $2,900.00.

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

Ninth Street Tower
Dry Tank Cleanout Inspection
The fee for the above-referenced scope of work is:..... $2,900.00.

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

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

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

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

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

TERMS AND CONDITIONS

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

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

ADDITIONAL INFORMATION

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

SCHEDULE

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

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PREVIOUS EXPERIENCE

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

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

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

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

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

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

REFERENCES

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

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Owner: City of Burlington
Client: Burlington Water Utility
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Client: New Holstein Utilities
Contact: Doug Schneider 920-898-5766

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

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AGREEMENT

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

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

CITY OF DE PERE **925 South Sixth Street** **De Pere, Wisconsin 54115**	**KLM ENGINEERING, INC.** **1976 Wooddale Drive, Suite 4** **Woodbury, MN 55125**
_____ Signature	_____ Signature
_____ Name	Michael Novitzki Name
_____ Title	Director of Business Development Title
_____ Date	January 17, 2023 Date

We look forward to working with you.

Sincerely,

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

Attachment: KLM Terms and Conditions

Rev 2023.01.01

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KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the "Agreement"). The Agreement may not be modified except by mutual agreement in writing.

2. **ADDITIONAL SERVICES**. Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.

3. **KLM CLIENT RESPONSIBILITIES**. The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client's behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.

4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.

5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.

6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.

7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

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

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.

9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.

10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.

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

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

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12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.

14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.

15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.

16. **KLM'S DOCUMENTS**. All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent

17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.

18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.

19. **NONDISCRIMINIATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**

21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized represent**atives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

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

23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.

25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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VEOLIA

Proposal for

2023 Reservoir & Tower Inspections

City of De Pere, WI
February 01, 2023

Proposal for

2023 Reservoir & Tower Inspections

Public Works Department
Water Department
City of De Pere, WI

Submitted By: Utility Service Co., Inc. (A Veolia Company)
Address: 1230 Peachtree St. NE, Suite 1100, Atlanta, GA 30309
Phone: (855) 526-4413

February 01,2023 (02/01/2023)

COVER LETTER

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

Dear Mr. Thoresen,

We sincerely thank you for the opportunity to respond to the City of De Pere's *Request for Proposal (RFP) for 2023 Reservoir & Tower Inspections*. We are uniquely positioned to provide the City of De Pere with the highest quality and most cost-effective tank asset condition assessment and inspection services.

As communities continue to both expand and grow, so does the impact on our natural resources. The successful management of one (1) resource is especially vital—water. Safeguarding your water supply is our singular mission. We partner with communities and utilities to provide integrated solutions in all aspects of water utility management—from water quality and advanced metering infrastructure (AMI) systems to full service maintenance and asset management programs. We truly understand the critical nature of water management and are committed to providing a peace of mind by protecting your most precious natural resource. Since 1963, we have successfully managed water storage tanks—a critical asset in water distribution systems—and understand both the benefits and values in water storage tank asset maintenance.

Our background and experience from our initial formation in 1858 provides us with more than 150 years of experience in the construction, rehabilitation, and maintenance of water and wastewater industry assets. The team dedicated to performing the maintenance services is comprised of highly-qualified water storage tank professionals. They have been providing specialized tank services for an extensive amount of time and will provide the associated services to the highest standard.

Along with our asset maintenance programs, we—as well as our team of qualified experts—have the capability to address any situation regarding tank asset repairs, fabrication, rehabilitation, preventative maintenance, active mixing systems, waste management, security measures, and emergency services.

Our many long-term references can attest to our strong commitment to client satisfaction. The quality of our tank services work is certified by the International Organization for Standardization (ISO) and—in this document—we have provided more details about this certification and how it can help ensure that the City of De Pere receives the highest quality of services possible.

Respectfully yours,

Mr. Jim Moody
Water System Consultant (State of Wisconsin)
Phone: (920) 392–9194
Email: james.moody@veolia.com

Mr. Will Cauthen
Director of Sales (Great Lakes Region)
Phone: (404) 217–2943
Email: will.cauthen@veolia.com

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Executive Summary

Serving as the largest provider of critical water storage tank asset maintenance programs for the potable water industry within the United States, **Utility Service Co., Inc. (USCI)**—a Veolia Company—provides water and wastewater utility clients with specialized programs and valuable services to assist with the suitable management of their critical assets. Our goal is to provide the highest value of water storage tank asset maintenance services possible to allow our valued clients to invest both capital and operating funds for the maximum benefit of their critical water distribution system assets and to build a long-standing partnership that ultimately ensures the successful maintenance of the City of De Pere's critical water distribution system assets—meeting all quality expectations and standards.

120+
CREWS TYPICALLY ACTIVE ACROSS THE NATION

50+
YEARS OF ASSET MAINTENANCE EXPERIENCE

8000+
INFRASTRUCTURE ASSETS UNDER CONTRACTS

11
SERVICE CENTERS ACROSS THE UNITED STATES

470+
EMPLOYEES ACROSS THE UNITED STATES

With major service centers strategically located across the United States to provide dependable and efficient response times to our valued clients, our local presence and highly qualified work crews deliver the high-quality results expected by our clients. The USCI team has extensive project experience and specialized knowledge of the characteristics and conditions associated with both water systems and infrastructure in the State of Wisconsin and the northern region of the United States—ensuring that water system assets are both protected and maintained on an ongoing and consistent basis.

Our background and experience with all tank styles and sizes allow us to comfortably accept the ongoing maintenance obligations associated with all water storage tanks. USCI protects more than 8,000 assets nationally with full-service maintenance and asset management programs. These ongoing programs center on long-term partnerships with our clients—ultimately utilizing a consultative philosophy-based approach to solving any problems that may arise.

THE USCI TANK ASSET MAINTENANCE SERVICES ARE SUPPLEMENTED BY A COMMUNICATIONS DIVISION AND A DEDICATED TEAM OF WATER STORAGE TANK PROFESSIONALS THAT HAVE THE ABILITY TO ADDRESS ANY SITUATION REGARDING TANK ASSET REPAIRS, TANK ASSET REHABILITATION, PREVENTATIVE TANK MAINTENANCE, ACTIVE MIXING SYSTEMS AND THM REDUCTION, AND CELLULAR SITE MANAGEMENT—AS WELL AS ANY EMERGENCY SERVICES.

Company Profile

USCI primarily focuses on providing sustainable asset management, water distribution system quality and conservation services, and our specialized solutions to the United States potable water industry. Since 1963, our team has provided a full range of tank asset maintenance services. We extended the value of the services offered to our clients with our revolutionary tank asset maintenance program in 1985—allowing our clients to transfer all future risks of asset ownership to USCI; this includes all tank repairs, rehabilitation, and maintenance services. Our asset maintenance program ultimately provides our many valued clients with both long-term sustainability and operational support.

We have expanded both our capabilities and resources with the additional global resources, advanced technologies, information systems, and strategic solutions necessary to address the current challenges facing water and wastewater utilities. Leveraging the extensive knowledge and lessons learned from our parent and sister companies across the globe, we are able to offer even greater innovative solutions. As part of our mission to address critical water resource challenges, we deliver innovative and advanced service solutions to minimize capital and operational expenses, improve water system operations and performance, extend the useful life of critical water utility assets, and ultimately improve water quality.

We would also like to proudly announce that SUEZ—the previous owner and parent company of USCI—has successfully merged with Veolia. SUEZ and Veolia were formed around the same time—more than 150 years ago—to supply drinking water within France. Each company then gradually expanded into managing wastewater and waste throughout the world. Both SUEZ and Veolia work within the same lines of businesses—having refined them and built industry standards in parallel—and have ultimately developed the same business models. In that sense, the two (2) groups are extremely similar and have a shared culture of striving to build an exceptional company that is a world leader in its sector.

The historic combination of SUEZ and Veolia will have far-reaching benefits across North America and in all of our lines of business—including water and wastewater services, hazardous waste management, sustainable energy solutions, regeneration and recovery solutions, and environmental services. While combining our water services will initially be perceived as the biggest growth area resulting from the merger, it will truly take all of our services to ultimately turn the tide of ecological transformation.

We share a commitment to offer the safest and best solutions to our valued clients. Our multifaceted performance—combining the strengths of both organizations—is what will matter in the long run to provide clean water, clean energy, clean air, and clean industries. With over 169,000 dedicated water and wastewater professionals worldwide, we are truly a world leader in smart, sustainable resource management. We provide solutions enabling our clients to optimize their resources and strengthen environmental and economic performances in line with regulatory standards.

COMPANY HISTORY

USCI's presence in North America dates back to the founding of Hackensack Water Company in 1869. Ever since, we have grown into one (1) of the largest and most technologically advanced water utility companies in the United States.

The respondent—**Utility Service Co., Inc. (Tax Identification No. 58-1920989)**—was initially formed in 1963. In 2008, USCI became a wholly-owned subsidiary of SUEZ North America Inc.

USCI and SUEZ Water Inc.—SUEZ's Utility and Contract Services Divisions—became wholly-owned by SUEZ North America Inc. The three (3) major SUEZ companies operated across all 50 states—and Canada—with over 3,260 qualified professionals dedicated to sustainable resource management, environmental sustainability, and ecological transformation.

SUEZ North America Inc. is now wholly-owned by Veolia North America. Veolia North America is wholly-owned by Veolia Environment—which serves as the parent company headquartered in France with over 169,000 employees across the globe dedicated to providing potable water and wastewater solutions to our valued clients.

The headquarters for Utility Service Co., Inc. is located within the City of Atlanta, GA, at: **1230 Peachtree St. NE, Ste. 1100, Atlanta, GA 30309.**

OWNERSHIP STRUCTURE

VEOLIA ENVIRONMENT

VEOLIA NORTH AMERICA

Utility Service Co., Inc. (USCI)

STOCKHOLDER INFORMATION
Veolia Environment (Veolia) owns 100% of the shares of Veolia North America Inc.
Veolia North America Inc. owns 100% of the shares of Utility Service Co., Inc. (USCI)

FINANCIAL STABILITY

With over 150 years of industry experience and a parent company with a consolidated revenue of $36.7 billion, we have the financial strength and stability—as well as an access to capital—that is required by the City of De Pere to successfully conduct the associated services. Also, USCI has never defaulted on a project—nor have we failed to complete a project.

- *As a public entity, Veolia's fully audited financial statements are in open access to the public at: https://www.veolia.com/en/veolia-group/finance/financial-information/financial-publications. Please visit this website to access Veolia's quarterly, half-yearly, and annual financial publications.*
- *A reputable financial institution reference can also be provided upon request.*

We are also proud to announce that Moody's Investors Service has assigned us a definitive Baa2 long-term rating and Prime 2 (P-2) short-term rating. Our Baa2/P2 ratings are supported by the following:

- Our scale and positioning—with assets generating revenue in excess of €7.5 billion in 2021
- The low-risk profile of our water business—which provides essential services to many low-risk counterparties in the public sector
- The diversification of our revenue base by business, contract type, and geography
- The strong integration across the value chain of water, sewage, and wastewater treatment
- Underlying positive structural dynamics with tightening regulations on water and wastewater that will benefit from higher expertise and the rising sophistication in operations

We have successfully worked with thousands of municipal and industrial water and wastewater utility clients on critical infrastructure issues—providing cost-effective solutions to our clients in order solve countless water quality and compliance issues. We have the capability to address the need for overdue maintenance investment and all infrastructure renovations. USCI's creative programs and innovative pricing structures have allowed utility clients to tackle significant water and wastewater infrastructure problems—while also minimizing the financial burden for both their customers and taxpayers.

In 2018—while still under the ownership of SUEZ—we were deemed the number one (1) leading all-environmental firm according to a survey by the publication Engineering News Record. This was based on revenue—including our operations in North America for water, wastewater, solid waste treatment services, water technologies, and innovative water solutions.

In 2017, we were recognized as the Smart Water Company of the Year at the Global Water Awards—the world's largest global event for the water industry—based on operating performance, innovative technology adoption, and the use of sustainable financial models:

- Over 3,000,000 smart water meters deployed globally
- Over 200,000 smart meters deployed across the largest network in the United States
- 1,000 square miles covered across 150 cities and towns
- Up to 38% reduction in water loss and 5% in demand
- Vast experience with all major meter, AMI manufacturers, and billing vendors

In addition, we were recognized with the Utility Industry Innovation in Water & Sewer Award by the National Association of Regulatory Utility Commissioners for our state-of-the-art deployment of our Smart Utility Network.

BENEFITS OF PARTNERING WITH USCI

- ONE (1) POINT OF CONTACT
- QUALIFIED SUB-CONTRACTORS & TECHNOLOGY PARTNERS
- FIXED PRICE BASED ON A PREDETERMINED SCOPE OF WORK
- NO CHANGE ORDERS ON THE AGREED UPON SCOPE OF WORK
- ASSESSMENT PLAN BASED ON OPERATIONAL NEEDS

From water tanks to network management, USCI provides integrated solutions built around a client's water system. Beyond our signature water storage tank asset maintenance programs, we also offer maintenance programs for water meters, filtration and mixing systems, concrete, plant, and pipeline assets. USCI's asset maintenance programs restore aging infrastructure to full operability and extend the life of assets through the means of preventative maintenance and condition assessments.

USCI helps utilities address increasing regulations and operational costs by assuming the obligations of maintaining assets and providing a predictable annual cost. In addition to our asset maintenance programs, we offer other services focused on improving water quality, such as: Mixing Systems and Trihalomethane (THM) Removal Systems (TRS) to reduce any Disinfection Byproduct (DBP) levels in a water distribution system; Spray-in-Place Pipeline (SIPP) Relining and Rehabilitation to repair aging underground pipelines with low costs and minimal water system downtime; and our AQUADVANCED software that optimizes water distribution system operations by providing a centralized view of the distribution networks, service calls, and system performance in real time.

To ensure that our services will maintain water quality and operational efficiencies, we will collaborate with City of De Pere operators and managers to execute the services provided under the agreed-upon scope of work. The success of our maintenance program is driven by collaboration—where the City of De Pere and USCI team together to maintain assets. Our comprehensive model allows the transfer of risk and accountability to USCI to successfully maintain tanks with a strategy allowing the City of De Pere to plan and budget effectively.

GASB 34 COMPLIANCE

Additionally, our water storage tank asset maintenance program is in full compliance with the Governmental Accounting Standards Board (GASB) 34 Asset Management System Modified Approach to valuing all critical water distribution system assets. USCI is experienced with this method, and we have provided this option to our many valued clients ever since the implementation of our full-service tank asset maintenance program. It includes specifying interior and exterior coating renovation cycles, regular condition assessment cycles, condition rankings of the critical assets, and measurement scales—as well as all summary reports of this information.

- *A sample GASB 34 Compliance letter can be provided upon request.*

Company Personnel, Service Capabilities, & Technological Resources

USCI—a C-Corporation—directly employs more than 470 professionals dedicated to managing and maintaining water storage tanks. Our collaborative teams include highly qualified experts with vast experience in asset management, project management, and technology development.

- *Resumes for the USCI Tank Asset Maintenance Team Members can be provided upon request.*

Engineering

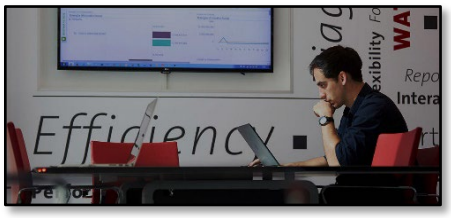
Under the direct leadership of Mr. Jason Saylor, P.E.—Director of Engineering—the extensively experienced engineering team serves as the technical resource for the company by providing engineering support for all areas of our asset management programs. The USCI engineering staff possesses over 30 years of combined experience with both the evaluation and maintenance of both water assets and water treatment facilities. The engineering staff also provides project support through the development of technical engineering documents that may be required for the project delivery—including technical installation details, required permitting for regulatory compliance, and project plans needed to implement the associated asset maintenance services.

- *Mr. Jason Saylor, P.E., is a Licensed Professional Engineer in multiple states throughout the U.S.*

Engineering Department	
Jason Saylor, P.E. BS Civil Engineering, Penn State University	Director of Engineering
Christie Houseman, P.E. BS & MS Environmental Engineering, Mercer University	Project Engineer II (2)

Additional In-House Resource	
Jonathan Cato BS Materials Science Engineering, Georgia Tech	Chief Operating Officer (COO)
David Forrester BS Civil Engineering, Georgia Tech	Vice President (Tanks & Water Quality)

EMPLOYEES



- Number of direct employees: 471
- Number of Professional Engineers on staff: Six (6)
- Number of Certified Welders on staff: 42
- Number of independent subcontractors: 96+ nationwide

INSPECTORS

- Number of NACE-Certified Inspectors on staff: 62
- Number of SSPC-Certified Inspectors on staff: 51
- Average years of experience for an inspector: 15 years
- Inspectors are NACE-certified, in-house employees

WASHOUT CREWS

- Number of washout crews: 30+
- Average number of people on a washout crew: Three (3)
- Average years of experience for a washout crew member: Nine (9) years
- Washout crew members are in-house employees

PAINTING CREWS

- Number of painting crews: 120+
- Average number of people on a painting crew: 4-5 (small jobs); 6-10 (large containment projects)
- Average years of experience for a painting crew member: Five (5) years
- Average years of experience for a foreman or subcontracting company owner: 15-20 years
- Painting crew members are both in-house employees and independent subcontractors

REPAIR & SERVICE CREWS

- Number of repair/service crews: 30+
- Average number of people on a repair/service crew: Minimum of three (3) at all times
- Average years of experience for a repair/service crew member: Ten (10) years
- Repair/service crew members are both in-house employees and independent subcontractors

ASSOCIATED EQUIPMENT

On average, USCI's specialized service centers perform 1,200+ major tank renovations yearly—including approximately 100+ lead abatement projects. The scale and magnitude of certain projects require significant resources, and the availability of vast equipment allows USCI to complete any size project efficiently and with the high-quality results expected by the client.

➢ *Available equipment is listed in the* table.

EQUIPMENT	QUANTITY
40,000 CFM Dust Collection	Ten (10)
Titan Industrial Vacuum Systems	Eight (8)
T.E.P.E. Containment Systems	19
Decontamination Clean-Up Units	Seven (7)
22 tons Bulk Abrasives Transport Trailers	40+
Rail Cars for Bulk Abrasives Transport	Nine (9)
Road Tractors	15
Service Trucks	100+
Steel Grit Blast Units	Seven (7)
Robotic Blast Units	Five (5)

SERVICE CENTERS

All tank maintenance services will be conducted by personnel that is trained and qualified to perform all visual and washout assessments—as well as all asset rehabilitation, maintenance, repairs, and painting services—in accordance with the project specifications. Our NACE-certified field personnel will verify blasting, priming, and finish coat applications at the critical phases of the project to ensure compliance with all project specifications and quality results that are expected.

USCI has 11 service centers strategically located throughout the United States to serve our many clients on a timely basis. The locations of these service centers include: Arkansas (1), California (1), Florida (1), Georgia (1), Illinois (1), Indiana (1), Kansas (1), Massachusetts (1), North Carolina (1), Ohio (1), and Texas (1). Our service center crews manage and maintain over 8,000 water distribution system assets for over 5,000 industrial and municipal clients nationwide. Our experienced teams include: 120+ paint crews, 30+ field service crews, 40+ certified welders, and other qualified support teams.

The primary service center supporting the City of De Pere is located in the **Village of New Lenox, IL**. This **Maxcor, Inc.** service center—owned and operated by USCI—has been in operation for over 13 years. With six (6) in-house crews and a team of eight (8) subcontractor paint crews, our service center team ensures projects adhere to all performance standards, project schedule, and budget. Responsible for the successful maintenance and operability of hundreds of water storage assets in the northern region of the United States, the team has extensive project experience and specialized knowledge of both the characteristics and conditions associated with water storage assets, systems, and infrastructure within the State of Wisconsin.

The Maxcor, Inc. facility successfully completes over 60 tank renovations each year. They manage and maintain the operability of over 400 water storage tanks under our asset maintenance program in the northern region of the United States and provide over 400 condition assessments annually. The service center is located at **900 Country Creek Drive, New Lenox, IL 60451** and can be reached via telephone at **(815) 401–9688**.

- **Mr. Brian Radde**—Service Center Manager (New Lenox, IL | Maxcor, Inc.)—serves as the principal in charge of managing the operations at this facility and has over 12 years of experience in both the water and asset management industries. He possesses specialized knowledge of the water distribution system infrastructure and conditions within the State of Wisconsin—as well as the northern region of the United States. Both his expertise and insight into evaluating project costs ensure the City of De Pere that all critical water distribution system assets will be maintained and managed to the highest of standards—as well as in the most efficient and cost-effective manner possible—to meet the City of De Pere's high-quality expectations.

MANAGEMENT TEAM

USCI's management team is committed to providing valuable services to our clients and improve the operability of water distribution systems in the safest and most cost-effective manner. The main goal of our management team is to provide full asset management solutions to our clients—from services provided by our certified field personnel to one-on-one, individualized support and assistance meeting regulatory compliance. The team is also passionate about progressively building USCI with talented professionals that are committed to serving our many valued clients—ultimately setting the strategy that guides our business and delivers the high-quality results and innovation expected by our clients.

The USCI management team is also committed to supporting the long-term financial stability of our many valued clients by:

- Offering the ability to spread the cost of initial renovations over an extended period of time
- Assisting in budgetary planning efforts
- Utilizing long-term contracts to control project costs

The USCI management team includes highly experienced individuals in both asset maintenance and management for the industrial and municipal water and wastewater industry. The following individuals are experts in their respective fields:

- **Mr. Jonathan Cato**—Chief Operating Officer (COO)—has more than 20 years of experience in water storage tank maintenance, asset management, and water distribution system quality.
- **Mr. David Forrester**—Vice President (Tanks & Water Quality)—has over 20 years of experience in water storage tank maintenance, asset management, and water distribution system quality.
- **Mr. Ed Faust**—Senior Vice President (Sales, Marketing, Business Development, & CPPS Business Unit)—has over 30 years of experience in environmental operations, business development, and asset management in the industrial and municipal markets of the water and wastewater industry.
- **Mr. Brian Kelleher**—Vice President (Business Development & Key Account Management)—has more than 15 years of experience in environmental operations and business development in both the industrial and municipal markets of the water and wastewater industry.
- **Mr. Mark Coose**—Vice President of Operations (North Region & CPPS Business Unit)—has over 30 years of asset management and water distribution system operations experience within the industrial and municipal markets of the water and wastewater industry.
- **Mr. Will Cauthen**—Director of Sales (Great Lakes Region)—possesses more than 15 years of asset management experience in the potable water and wastewater industry.
- **Mr. Bryan Morrow**—Director of Quality (North Region)—is as a NACE Level III (3) Certified Coatings Inspector (#9135) with more than 20 years of experience within the water, wastewater, and asset maintenance industry. He is responsible for the effective execution of the Quality Assurance / Quality Control (QA/QC) Program for the northern region of the United States.
- **Ms. Kerri deFriess**—Customer Service Manager—has over 20 years of experience in the customer service industry and oversees all operations associated with our Customer Account Specialist team.

PROJECT MANAGEMENT

Our project managers for the northern region of the United States operate under the oversight of their regional management team—as well as their respective line of business—to help control costs, keep projects on schedule, and communicate with our clients to execute project objectives.

- Mr. Anthony Harrison—Project Manager (North Region)—has over six (6) years of experience in asset management and will serve as the Project Manager for the City of De Pere.

WATER SYSTEM CONSULTANTS

The USCI Water System Consultants are unmatched in both their experience and knowledge within the water and asset management industry—as well as the regions they service. These local resources reside in their respective territories to provide quick response times to our clients and specialize in the issues facing the communities they serve. Their approach centers on our clients and their environments—aiming to respond to their priorities for sustainable development and a high-quality water distribution system.

- Mr. Jim Moody—Water System Consultant (State of Wisconsin)—has over 16 years of experience certified to climb and inspect tanks. He is available to the City of De Pere for project consultation, to answer questions, provide information about other services, and serve as a constant resource in all aspects of water systems, maintenance, and asset management.

CUSTOMER ACCOUNT SPECIALISTS

Timely support is essential to the successful management of all water distribution system assets. With over 50 years of combined experience working with our valued clients, our skilled team of Customer Account Specialists is dedicated to supporting municipal and industrial water and wastewater system clients. USCI Customer Account Specialists provide all financial information based on each client's fiscal year to aid with the budget planning and serve as the primary point of contact for any emergency repairs—as well as any service requests outside of the regularly scheduled maintenance. They also provide insurance information, inspection reports, service records, contract documents, safety information, and all other documentation—to assist clients with regulatory reporting and compliance.

- Ms. Savannah DeLoach—Customer Account Specialist (North Region)—has extensive customer service experience and will serve as the dedicated Customer Account Specialist for the City of De Pere. Her experience and expertise allow her to provide customized support and effective solutions. Ms. DeLoach can be reached via telephone at (800) 568–6043.

CERTIFIED FIELD PERSONNEL

The USCI team of full-time, certified field personnel holds credentials from training, certifications, and practical experience gained from direct work within the industry. Certified field personnel are on-site throughout the renovation and maintenance process; they will monitor, inspect, measure, document, and advise crews to ensure the work performed and completed meets the highest level of quality. Our teams also help keep project schedules and completion on-time and cost-effective.

- Mr. Kurt Kwiatkowski—NACE Level III (3) Certified Coatings Inspector (#57908)—has more than 35 years of experience and will conduct all asset inspection services for the City of De Pere.

ASSOCIATION FOR MATERIALS PROTECTION & PERFORMANCE (AMPP)

The Association for Materials Protection and Performance (AMPP) is the world's leading organization focused on the protection of assets and performance of materials. The AMPP was created when the National Association of Corrosion Engineers (NACE) and Society for Protective Coatings (SSPC) united after more than 145 years of combined experience in corrosion control and protective coatings. Today, the AMPP is active in more than 130 countries and has more than 40,000 members across the globe. The AMPP is headquartered within the United States—with offices in Houston, Texas, Pittsburgh, and Pennsylvania. Additional AMPP offices are located in the United Kingdom, China, Malaysia, Brazil, and Saudi Arabia—as well as a training center in Dubai.

This merger between NACE and SSPC was formed to create a unified voice for the corrosion control and protective coating industries. The new organization combines the world's leading corrosion prevention and protective coatings organizations under one (1) umbrella. With a vision to create a safer, protected, and sustainable world, the AMPP focuses on the future of materials protection and performance. The newly-formed AMPP consists of two (2) governance structures:

- The AMPP—an IRC 501(c)(6) Organization
- The AMPP Global Center—an IRC 501(c)(3) Organization

The AMPP provides services in the areas of certification, accreditation, membership, and advocacy—as well as public affairs—while the AMPP Global Center focuses on standards, technical and research activities, conferences, events, education, training, publications, and pre-professional programming.

No other organization currently offers the depth and breadth of materials protection and performance information, standards, education, certification, and contractor accreditation programming that the AMPP provides. The AMPP combines the expertise that has been instrumental in developing standards, training, publications, and other technical resources that support members and advance the industry. With one (1) voice, contractors, owners, craftsmen, manufacturers, corrosion experts, consultants, and industry stakeholders will do more to protect both the society and the environment across the globe.

For years, the AMPP's new combined membership has been aligned in one (1) very important way: the members are dedicated to protecting infrastructure and critical water distribution system assets from corrosion and deterioration. Guided by this common purpose, the AMPP will ultimately be a stronger, more powerful voice for the corrosion control and protective coatings industry by working together.

- *USCI has more NACE-Certified Inspectors than any other water, wastewater, or tank company in the United States. Please refer to the field personnel tables—provided on the following two (2) pages—for a list of USCI's NACE-Certified Inspectors and SSPC-Certified Personnel.*

NACE-CERTIFIED FIELD PERSONNEL

INSPECTOR	CERTIFICATION	STATUS	INSPECTOR	CERTIFICATION	STATUS
Carson Arnold	#77766	Level I (1)	Dean Marantis	#25334	Level I (1)
Jimmy Asher	#47845	Level I (1)	Bob Mattey	#51737	Level II (2)
Michael Bandza	#50648	Level I (1)	Michael Mastoris	#57710	Level III (3)
Raymond Bates	#46375	Level II (2)	Markos Mavrophilipos	#10324	Level III (3)
Shane Bell	#27553	Level II (2)	Steve Mazanowicz	#53752	Level II (2)
Robert Bowlin	#82263	Level I (1)	Chad Merithew	#8874	Level II (2)
Ian Brady	#296911	Level I (1)	David Merithew	#3201	Level I (1)
Doug Brandt	#17697	Level II (2)	Angelo Missos	#25335	Level III (3)
Bob Budney	#12385	Level I (1)	Bryan Morrow	#9135	Level III (3)
Dan Burgess	#27552	Level II (2)	Richard Pena	#62116	Level III (3)
Brian Bymaster	#45506	Level II (2)	Clint Pritchard	#17409	Level III (3)
Johnny Clark	#47947	Level I (1)	Brian Radde	#50484	Level II (2)
Billy Cobb	#27243	Level I (1)	Nick Rapagnani	#82653	Level I (1)
Mike Cooke	#22321	Level I (1)	Joshua Ray	#69374	Level II (2)
Justin Corder	#61740	Level I (1)	Vince Sanchez	#9654195	Level I (1)
Erin DeLee	#74425	Level I (1)	Jeff Simpkins	#24842	Level III (3)
Jeffery Dobbins	#9654192	Level I (1)	Andrew Smith	#27253	Level III (3)
Tony Garner	#17359	Level II (2)	Rick Smith	#74420	Level I (1)
Geoffrey Hall	#10144	Level III (3)	Thomas Stechmann	#80892	Level I (1)
Dawn Halpern	#104598	Level II (2)	Justin Styslinger	#66003	Level I (1)
Bill Hammond	#7839	Level III (3)	John Sullivan	#1275	Level I (1)
Craig Henderson	#27245	Level III (3)	Joseph Taylor	#74422	Level I (1)
Darren Jackson	#5084	Level III (3)	Jason Tamez	#69502	Level I (1)
Brock Kells	#74426	Level I (1)	Travaris Veal	#690896	Level III (3)
Kurt Kwiatkowski	#57908	Level III (3)	Rob Weaver	#17372	Level III (3)
Tony Kyne	#27559	Level II (2)	Cliff Wheeler	#63367	Level I (1)
Brandon Lamb	#7016739	Level I (1)	Brad Winkeler	#27255	Level III (3)
Dustin Lawson	#51746	Level III (3)	Michael Winkeler	#27565	Level II (2)
Richard Longstreet	#71233	Level I (1)	Randy Wyatt	#36620	Level I (1)
Kenneth Lunetta	#3199	Level III (3)	—	—	—

SSPC-CERTIFIED FIELD PERSONNEL
(C-3 & C-5 SUPERVISOR/COMPETENT PERSON TRAINING FOR THE DE-LEADING OF INDUSTRIAL STRUCTURES)

INSPECTOR	INSPECTOR
Jimmy Asher	Michael May
James Bigley	Martin Mehley
Ian Brady	Chad Merithew
Dan Burgess	David Merithew
Brian Bymaster	Bryan Morrow
Johnny Clark	Christopher Patterson
John Crook	Richard Pena
Thomas Daley	Clint Pritchard
Daniel Demyan	Brian Radde
Elias Doropolous	Joshua Ray
Timothy Ely	Ralph Santiago
Steve French	Daniel Sepesy
David Glazier	David Sepesy
Geoffrey Hall	Richard Sides
Craig Henderson	Jeff Simpkins
Darren Jackson	Richard Smith
Doug Jackson	Rick Smith
Christopher Kelley	Justin Styslinger
Louis Kindinis	Vincent Szewczyk
Kurt Kwiatkowski	David Taylor
Benjamin Law	George Trikilis
Dustin Lehman	James Tsikouris
Steven Lewis	Robert Weaver
Michael Mastoris	Brad Winkeler
Ismael Martinez	George Xenikis

INSURANCE REQUIREMENTS

Both the magnitude and scope of a major renovation project—as well as the number of crews and staff—require a true necessity for considerable insurance resources. USCI utilizes one (1) of the most reputable names in the insurance industry—**Marsh USA Inc.**—which has been in business for nearly 100 years. The USCI insurance coverage policy limits are as follows:

- **General Liability =** $2M per occurrence
- **General Aggregate =** $3M per occurrence
- **Auto Liability =** $2M each accident
- **Professional Liability =** $2M per claim
- **Pollution Liability =** $5M per claim
- **Workers' Compensation =** statutory limit
  - *Higher-level insurance policy limits can be provided upon request.*
  - *Please refer to the Appendix section for a copy of USCI's Certificate of Insurance.*

ASSET PERFORMANCE MANAGEMENT

USCI conducts asset performance management (APM) through our cloud-based solution—InSight—which combines advanced data and analytics to help all water treatment professionals increase asset reliability, prevent unplanned downtime, extend asset life, and ultimately ensure that assets operate at their optimum performance. By aggregating and analyzing the thousands of complex data points from throughout an operation, InSight provides all users with greater visibility and transparency at a plant level—or even across the entire enterprise.

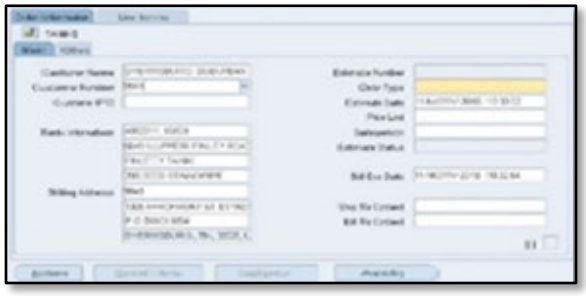
Our Industrial Internet of Things (IIoT) solution—InSight—can help through the following features:

- Turn data from multiple sources into meaningful information and visualize current conditions
- Diagnose problems and discover opportunities for improvement
- Alert your team to events or trends before they threaten asset production or integrity
- Report on key performance indicators and their impact on business objectives

ASSET MANAGEMENT SYSTEM

We will work with the City of De Pere to provide all reports and documentation—as well as any other information—with both ease and efficiency. We utilize the Oracle database software to manage our professional asset maintenance programs, resources, and records.

The USCI NACE-certified team of inspectors utilizes ProntoForms when completing our asset condition assessment reports—ultimately allowing them to transmit data directly to USCI's servers and provide rapid and efficient responses to the USCI operations team. If any asset deficiencies exist upon conducting the asset condition assessment, we have the ability to both capture and react to them via ProntoForms.



TECHNOLOGICAL RESOURCES

We use a variety of technological, in-house resources—computer capabilities, software applications, modeling programs, etc.—to capture, analyze, and deliver information across secure platforms with ease and efficiency. USCI's many technological capabilities are utilized through some of the following technology resources:

ORACLE®

As previously mentioned, we utilize the Oracle Database software to manage our professional asset maintenance programs, resources, records, etc. The Oracle Database application is a multi-model database-management system used for running the online transaction processing, data warehousing, and mixed database work-loads. Oracle is the first database that is designed for enterprise grid computing—the most flexible and cost-effective way to manage information and applications.

SAP® CONCUR® SOLUTIONS (CONCUR)

USCI uses Concur as an expense, management, travel, and invoice software solution. Concur is a system that provides a single way to manage company spending from end-to-end, improve compliance, gain greater visibility into account transactions, and ultimately simplify the overall process for both managers and employees.

SALESFORCE®

We utilize Salesforce as a cloud-based software application to provide our customer-relationship management services. Salesforce also includes a complementary suite of enterprise applications focused on things such as customer service, data analytics, marketing automation, and application development. We also use this software to track opportunities—while providing real-time data on all existing client accounts with up-to-date information. Salesforce also enables us to work efficiently with our many business processes by providing us with multiple solutions for sales, marketing, commerce, analytics, integration, and customer service—while creating a partnership based on mutual trust and overall success.

GEOPOINTE™

We also utilize Geopointe within Salesforce to gain analytical insights by applying geography and location-based data to our clients and our business processes. This allows us to view our client information across the country in a way that is data-driven, aesthetically appealing, and easy to utilize.

VISIO®

VISIO enables users to monitor water services in real-time—providing greater reactivity for all network maintenance work. It provides users with more efficient facilities and networks, an improved energy efficiency, and better sharing of information and data between the different stakeholders.

AUTOCAD®

Our engineering department utilizes AutoCAD (Computer-Aided Design) software for creating precise, two-dimensional (2D) installation and repair drawings. AutoCAD software allows the engineering department to provide all accurate equipment layouts for implementation within the field.

PRONTOFORMS®

As an asset management system application, the USCI certified team of in-house inspectors uses ProntoForms when conducting condition assessment reports—allowing them to easily transmit data directly to the USCI servers and provide rapid and efficient responses to USCI's operations teams. If any deficiencies exist with the asset, USCI has the ability to both capture and react to the existent asset deficiencies via ProntoForms.

Safety, Health, & Quality Assurance

Workplace safety is a top priority for USCI, and we are committed to protecting all of our employees, clients, and contractors from both danger and harm. Safety metrics are one (1) of the main ways we measure our success as a company. We continue to enhance our safety processes—as well as our training—and we take action every single day to protect both the lives and health of USCI employees, subcontractors, clients, and the populations among which we work. We aim to be a leader in this area and deploy ambitious action plans to fulfil this goal.

For many years, USCI has been committed to protecting the health and safety of all its employees and subcontractors—as well as the plethora of clients and populations amongst which we work. The action plans deployed on USCI sites have enabled a continuous reduction of the accident frequency rate (AFR). Over the last ten (10) years, we have experienced an exceptional reduction in regard to our AFR—as well as a significant decrease in the overall severity of accidents. USCI is projected to have a **1.73 AFR** in 2022 and will strive to continuously take action to reduce this rate on a yearly basis. Additionally, the National Council on Compensation Insurance (NCCI) has promulgated the experience modifications for USCI with an effective experience modification rating (EMR) of **0.67** for 2022.

USCI shares this ambition for a strong health and safety culture with all of our suppliers, clients, and subcontractors—even beyond our own direct activities. As a currently active member of the Institute for an Industrial Safety Culture (ICSI), We participate in work-groups and helps to develop tools for other companies and public authorities that ultimately share our ambition to improve the overall health and safety culture.

To create an integrated health and safety culture and attain our ultimate goal of "zero (0) serious and fatal accidents", we have initiated—and continue to deploy—a health and safety policy that is based on four (4) areas, including:

1. Control of Major Risks
2. Committed Managers for a Proactive Health & Safety Culture
3. Develop a Fair/Participative Health & Safety Culture
4. Training to Develop Health & Safety Behavior

1. CONTROL OF MAJOR RISKS

Our activities expose us to a number of risks that must be controlled in order to conduct our work in a safe, effective manner. In order to do so, USCI has deployed a prevention plan:

- The ten (10) **"Life-Saving Rules"** apply to all of our activities. All USCI employees that may be exposed to major risks are regularly trained in these ten (10) rules that—when properly applied—can save lives. USCI's goal is to develop individual and collective awareness of the largest risks we face—including those involving both our subcontractors and clients—to change behavior in order to work safely and prevent serious or fatal accidents.
- **Multi-Year Actions** are implemented to control the major risks of our activities. These are based on the three (3) pillars of integrated health and safety culture—technical aspects, management system, and human/organizational factors)—as well as the implementation of advanced, innovative solutions.
- **Detailed Risk Analyses** are carried out regularly for all of our service activities. Operational risk control is assured, and additional controls can be deployed—if necessary. These regular audits enable us to manage and control our major risks.

We encourage internal or external innovations that can improve work conditions and have a positive impact on health and safety for everyone. Experience feedback is shared via the Innovation Trophies event and during good practice exchanges between entities. Detailed event analyses are also shared.

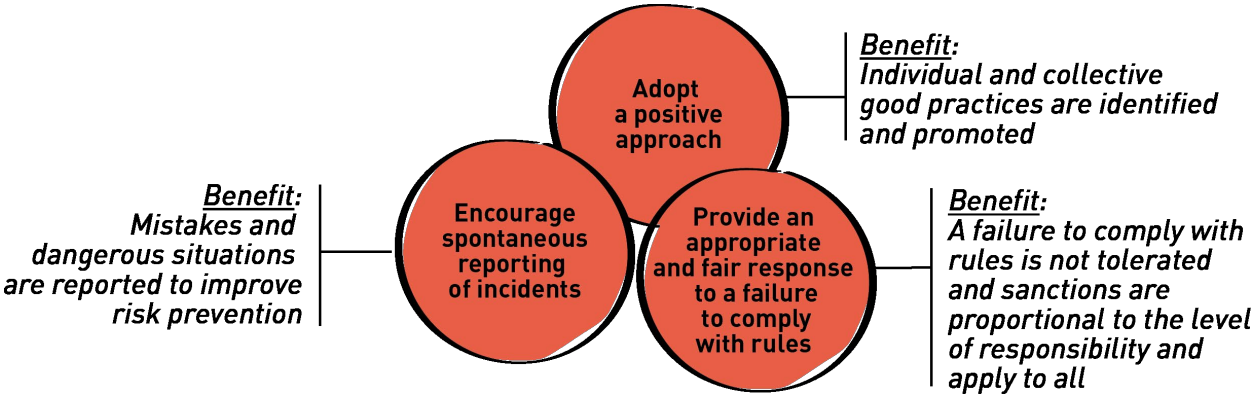
2. COMMITTED MANAGERS FOR A PROACTIVE HEALTH & SAFETY CULTURE

Our managers are at the heart of the USCI health and safety culture:

- They collaborate with teams working in the field to deploy technical, organizational, and human improvement actions.
- They make sure that the working environments are both healthy and safe.
- They regularly hold team meetings—allowing employees to both contribute to the improvement actions and commit to safe conduct to ultimately improve health and safety for everyone.
- They conduct managerial safety inspections of work situations and promote good conduct.
- They ensure regular monitoring of the action plans related to reported events and focus on those that could potentially be very serious.

3. DEVELOP A FAIR/PARTICIPATIVE HEALTH & SAFETY CULTURE

With the participation of each and every employee, we can prevent accidents and protect the health of everyone. With this in mind, USCI launched "Fair Culture" in 2014—an initiative aimed at creating a climate of trust in the teams—ultimately encouraging more transparency and constructive sharing to strengthen risk prevention. Fair Culture at USCI is based on three (3) pillars:



What does this mean in regard to health and safety practices?

- Good practices and good conduct are promoted so that each and every person is aware of what is expected and encouraged to do it.
- All hazardous situations—notably situations that could potentially be very serious—are reported, analyzed, and shared within the group to enable the implementation of risk control measures to ultimately prevent re-occurrence.
- All errors are analyzed and treated as improvement opportunities to help understand the factors that resulted in a hazardous situation and for future prevention.
- All discipline related to non-compliance with rules is proportional to the degree of individual and collective responsibility and applies to everybody.

4. TRAINING TO DEVELOP HEALTH & SAFETY BEHAVIOR

USCI has developed a customized Health & Safety Training Program at the USCI Academy:

- All USCI managers benefit from an initial two (2)-day structuring training course—which serves as the foundation of the USCI Shared Health & Safety Culture. Regular refresher courses are also organized in the form of digital content or face-to-face training.
- The USCI Academy also offers on-line courses on human and organizational factors—designed in partnership with the UCSI Safety Academy—for USCI managers and prevention agents.
- The Health & Safety Staff receives specific expertise training in order to continuously develop its skills. In addition, prevention agents are trained in influential leadership practices to develop an efficient partnership with the operational management—ultimately building a strong health and safety culture with employees in the field.
- USCI has developed virtual-reality modules on the major risks of work activities. In a realistic virtual environment, employees are confronted with dangerous situations every day in regard to total safety. The virtual simulation of their working environment gives a better understanding of the required actions and the appropriate responses to avoid harmful accidents in the field.

SAFE WORK PLANNING

We utilize a formal hazard identification and analysis system—safe work plans and safe work planning processes—that engages all employees in systematically identifying routine and non-routine health and safety hazards. This process evaluates and prioritizes the potential risks of each task and provides recommendations on the means, methods, sequences, and controls that are required to prevent—and ultimately eliminate—any potential safety hazards. In order for this process to be effective, the direct participation of all USCI supervisors and employees is required.

During this process, a USCI supervisor—along with all of the employees associated with the task—are responsible for the following actions:

1. Identifying task hazards
2. Determining the level of risk through a quantitative assessment process
3. Identifying hazard controls and performing a pre-job check
4. Conducting a post-task debrief to ensure all safety tasks were performed in accordance with the intent of the USCI Safe Work Plan

This process utilizes a continuous improvement process to identify hazards in both routine and non-routine tasks and create a control program to minimize the risk of incidents.

PERSONAL PROTECTIVE EQUIPMENT

Prior to the commencement of any work, USCI conducts a Personal Protective Equipment (PPE) Hazard Assessment. This Hazard Assessment is performed for all routine tasks—as well as any expected non-routine tasks. It identifies any potential hazards associated with these tasks and the required selection of the proper PPE. The major categories of PPE that appear on the PPE Hazard Assessment include the head, hands, feet, face, eyes, ears, and body—as well as respiratory.

Additionally, the worksite may be surveyed by an industrial hygienist in order to further delineate all areas of potential exposure to noise, chemicals, dust, disturbed asbestos, and nuisance odors—if applicable. The survey results will be discussed with the staff to help support any additional administrative and engineering controls required to further protect an employee from potentially occupational hazard exposure.

The types of PPE that are available to our employees include a standard USCI work uniform, a variety of different hard hats, safety glasses with protective side shields, face shields, gloves, safety footwear, full body harnesses, personal flotation devices, goggles, high-visibility vests, coveralls, and hearing protection. USCI employees must always wear their PPE when conducting any maintenance work or related services.

ENVIRONMENTAL HEALTH & SAFETY TRAINING

USCI manages an environmental health and safety (EH&S) training program with a separate, distinct plan that addresses the methods USCI will utilize to:

- Assess employee training needs
- Evaluate and decide upon the most effective training methods
- Schedule and host training
- Maintain training records

Training is mandatory for all field personnel, sales personnel, and management personnel. This formal, ongoing, and employee-specific EH&S training covers numerous topics, including:

- Lockout/Tagout
- Hazard Communication
- Confined Spaces
- Electrical Safety
- Chemical Spill Response
- Defensive Driving

USCI will also utilize a variety of other avenues to ensure that safety is constantly at the forefront of all employee practices, including:

1. **Daily Safe Work Planning Sessions:** As described earlier in this section, safe work planning takes place with Supervisors and includes discussions on both the task hazards and controls that are necessary to prevent injuries.

2. **Weekly Staff Tailgate Training:** USCI provides a 52-week Safety Tailgate Manual of pre-printed training materials that are utilized each week in our smaller departments and shift meetings. The training topics within this Safety Tailgate Manual include, but are not limited to:
   - Ladder Safety
   - Chemical Safety
   - Tool Safety & Machine Guarding
   - Lockout/Tagout
   - Safety Data Sheets (SDS)
   - Personal Protective Equipment (PPE)
   - Slips, Trips, and Falls
   - Proper Lifting

3. **New Employee Orientation & Training:** This type of training is offered over the course of a new employee's first 90 days of employment with USCI and prior to the new employee commencing work. Particular emphasis for new employees will be placed on various awareness topics related to the general work environment and the specific tasks that will be assigned to them. These topics include the full awareness of:
   - Chemical Hazards
   - Confined Spaces
   - Lockout/Tagout
   - Personal Protective Equipment (PPE)
   - Hazard Assessment & Safe Work Planning
   - Incident Reporting

4. **Injury Alerts & Shared Lessons Learned:** Any weekly—or as needed—employees will routinely receive injury alerts prompted by accidents or near-misses to immediately create an awareness amongst all personnel and avoid any future instances of accidents. These lesson-learned alerts are reviewed by USCI management—as well as project teams—with an eye for any similarities and local prevention strategies.

ADDITIONAL SAFETY TRAINING

We work in rather dangerous environments and recognize that safety is critical to both the success and well-being of USCI employees. At USCI, safety serves as the management team's top priority.

- **Mr. Robert Weaver**—Director of Environmental Health, Security, & Safety (EHS&S)—has over 15 years of experience and oversees all environmental health, security, and safety operations.

When necessary, we can engage **The Lovelace Group** for any project consulting or assistance in the annual implementation of our comprehensive safety training program. It is a standard USCI policy to protect our employees and clients with safe work practices—while also managing all materials in a safe, effective, and orderly manner. Any employee that is climbing or working on a tank is required to attend our 40-hour annual training program and pass thorough examinations on the following topics:

- Confined Space
- Working Over Water
- Radio Frequency
- Electrical Safety
- Toxic Health Hazards
- Metal Health Hazards
- Hazard Communication
- Respiratory Protection
- Fire Protection
- Flammable Liquids
- Noise Protection
- Fall Protection
- Lead Exposure
- Decontamination
- Equipment Safety
- Vehicle Safety
- First Aid Training
- CPR Techniques

SAFETY & HEALTH PROGRAM

The **USCI Safety & Health Program** is a 300+ page printed document. It is a standard policy to protect USCI employees and clients with safe work practices. We manage all work in a safe, orderly, and effective manner. We also adhere to all OSHA confined space requirements. Any employee working inside a water tank—defined as a confined space by OSHA—is fully trained with these procedures and will abide by all regulations. USCI also adheres to all OSHA confined space protocols and requirements pertaining to the monitoring of internal atmospheres. Prior to a USCI crew member entering a confined space, the internal atmosphere is thoroughly tested using a calibrated direct-reading instrument that tests for the oxygen content, flammable gasses or vapors, and potential toxic contaminants in the air—in that specific order. No hazardous atmosphere is permitted in a space if an employee is inside that space. Crews also follow all continuous forced air ventilation procedures by constantly monitoring the internal atmosphere in any confined space throughout the course of work.

➢ *A full copy of the formal USCI Safety & Health Program is included on a USB flash drive with this Proposal for 2023 Reservoir & Tower Inspections.*

QUALITY ASSURANCE

All work, surface preparations, and coatings applied are completed in accordance with:

- Manufacturer's Recommendations
- Occupational Safety & Health Administration (OSHA) Regulations
- American Water Works Association (AWWA) D100 & D102 Specifications
- National Association of Corrosion Engineers (NACE) Standards
- Society for Protective Coatings (SSPC) Standards
- National Sanitation Foundation (NSF) Standard 61 Requirements
- American National Standards Institute (ANSI) Standard 61 Requirements

Work will be completed in adherence with all applicable federal and state OSHA, AWWA, NACE, SSPC, NSF, and ANSI standards—as well as all State of Wisconsin rules and regulations pertaining to potable water storage tank assets. We also provide ongoing support and direction to meet these ever-changing environmental regulations.

ISO 9001:2015 CERTIFICATION

Additionally, we are very proud to announce that we were awarded the **ISO 9001:2015 Certification (Certificate No.: US014911)** from Bureau Veritas. The certificate affirms that our operation and quality management systems adhere to the requirements as set forth by the International Organization for Standardization (ISO). It also validates that we take a systematic approach to managing operational processes and activities in order to consistently satisfy our clients' quality expectations—as well as all contractual requirements for the rehabilitation and maintenance services that we provide.

Many organizations will get certified to this higher standard in order to demonstrate their ability to consistently provide products and services that meet client, statutory, and regulatory requirements. Implementing this type of Quality Management System (QMS) assists organizations in consistently meeting client requirements, enhancing client satisfaction, and meeting business objectives—while also addressing all risks and opportunities. The ISO 9001:2015 QMS standard is based on a variety of quality management principles, including: Client Focus, Leadership, the Engagement of People, Process Approach, Improvement, Evidence-based Decision Making, and Relationship Management.

The ISO 9001:2015 Certification is granted by accredited certification bodies—or registrars—that will audit an organization at planned intervals to confirm conformance to the ISO 9001:2015 standard. This international standard specifies a collection of necessary requirements for an ISO 9001:2015 Certified QMS—which are contained within seven (7) clauses, including:

1. Context of the Organization
2. Leadership
3. Planning
4. Support
5. Operation
6. Performance Evaluation
7. Improvement

Please find a copy of our ISO 9001:2015 Certification in the Appendix

PARTNERSHIP FOR SAFE DRINKING WATER

The Partnership for Safe Drinking Water is a voluntary effort between six (6) different drinking water organizations—as well as more than 300 water utilities. The goal of this Partnership is to provide a new measure of public health protection to millions by ultimately encouraging utilities to voluntarily improve performance beyond the current regulatory requirements. These preventative measures are based around optimizing treatment plant performance and distribution system operation. The results include the production and delivery of superior quality water to all utility clients.

The Partnership for Safe Drinking Water is comprised of an unprecedented alliance among six (6) of the most prestigious drinking water organizations:

1. American Water Works Association (AWWA)
2. Association of Metropolitan Water Agencies (AMWA)
3. Association of State Drinking Water Administrators (ASDWA)
4. National Association of Water Companies (NAWC)
5. United States Environmental Protection Agency (USEPA)
6. Water Research Foundation (WRF)

Regulatory requirements for surface water filtration plants and potable water distribution systems are becoming increasingly stringent. Accordingly, the Partnership for Safe Drinking Water program provides operators, field staff, managers, and administrators with tools to assess the performance of treatment plants and distribution systems and develop plans to improve performance even beyond the proposed regulatory levels.

There are four (4) phases to the Partnership for Safe Drinking Water program:

1. Phase I: Commitment
2. Phase II: Baseline Data Collection
3. Phase III: Self-Assessment
4. Phase IV: Optimized System (Optional)

Participation in the Partnership for Safe Drinking Water program demonstrates utility commitment to water quality and public health protection. Progress through this program's four (4) phases earns awards—which can be highlighted to demonstrate utility accomplishments.

As a certified **AWWA Member (#1973)**, USCI is committed to maintaining the AWWA's performance standards associated with this Partnership for Safe Drinking Water. As a member, USCI also has full access to best practices, alerts, and advisories—as well as other critical information—to support the efforts of the City of De Pere to meet Partnership for Safe Drinking Water goals and objectives.

Additionally, we have invested countless resources in both research and innovation to deliver the most innovative, sustainable, and effective water quality solutions to our clients on a continual basis. Our goal is to assist our clients in improving their water distribution systems and critical assets—as well as the overall well-being of their communities. USCI works to provide all reporting and documentation associated with water storage tank maintenance to support the City of De Pere with their compliance efforts.

CORONAVIRUS DISEASE 2019 (COVID-19) RESPONSE

We are committed to supporting our clients and their projects during the COVID-19 outbreak. We are working diligently to provide a safe work environment for USCI employees and are complying with all applicable federal, state, and local laws, regulations, ordinances, and executive orders—while meeting the demands of our valued clients. Pursuant to guidance issued by the Cybersecurity and Infrastructure Sector Agency (CISA) of the United States Department of Homeland Security (DHS), the water sector—which includes water distribution systems (water storage tanks, reservoirs, and wells)—is designated as a critical infrastructure sector that provides essential services to the public. In addition, water utility systems are designated as critical infrastructure under federal law (42 U.S. Code § 5195c). Taking these critical sector designations into account, we are moving forward with our projects for the renovation, maintenance, and/or repair of critical water infrastructure because our work is essential to ensuring that our clients continue providing water utility services to their customers and local communities.

With the fluid situation surrounding COVID-19—as well as government efforts to slow the spread—we have modified our Business Continuity Plan to include a detailed section on COVID-19. In addition to the COVID-19 section for corporate operations, each region prepared a specific Business Continuity Plan for its business operations during the pandemic. USCI's Business Continuity Plan, the COVID-19 section for corporate operations, and the region-specific plans are all CONFIDENTIAL.

While we cannot guarantee that our performance on a project will not be stopped in the future, we are actively committed to continuing the performance of work on our client's projects—in accordance with our Business Continuity Plan—unless:

1. The City of De Pere's Board determines that our work is non-essential;
2. A governmental authority issues an executive order that prohibits our performance of work; or
3. The performance of work in the locality where the project is located is deemed by the company to be unsafe for work to continue due to the community spread of COVID-19 in the area.

As for what we are doing to manage the impact of COVID-19 on our client's projects, our operational team, supply chain, and support teams across the entire company are taking proactive measures to maintain sufficient staffing to perform and support ongoing projects, which includes:

- Leveraging both our scale and relationships with our key suppliers to ensure that USCI has the resources—labor and materials—necessary, based on their availability. The northern region of the company has access to over 40 internal and external field crews. Additionally, the company—as a whole—has over 100 field crews with the capabilities necessary to complete the project.
- Monitoring our suppliers on a frequent basis to ensure that USCI can proactively address and/or communicate disruption when appropriate.
- Ensuring that we have alternatives for products and materials that could potentially be impacted due to the pandemic. We have key supplier relationships with numerous coating manufacturers, and each manufacturer has confirmed their ability to fill our orders without disruption.

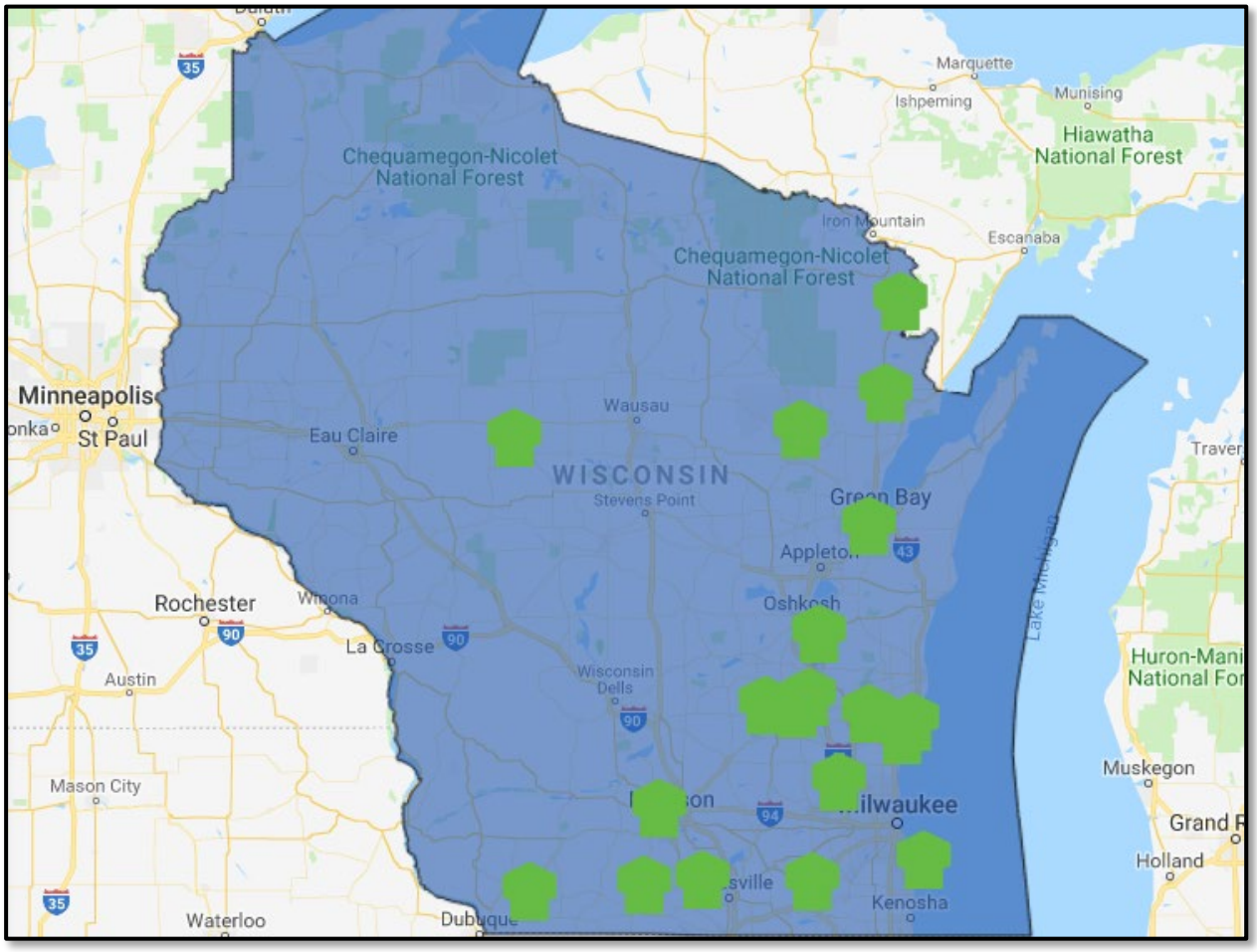
In this difficult time, we are committed to focusing on the safety of the many residents in our clients' communities—as well as our employees' safety. If a USCI employee develops COVID-19 symptoms, we have a system in place to ensure that we take immediate action to limit the spread of the virus. USCI is ready and willing to address any additional concerns you may have related to COVID-19.

Client References

USCI has completed over $600 million in water asset projects over the last five (5) years. Our goal is to provide comprehensive asset management solutions to ensure the long-term success of our many valued clients—as well as their water distribution system assets. Our expertise in rehabilitation and preventative maintenance extends the usable life of assets and eliminates the risks associated with the run-to-failure approach. USCI has conducted the associated tank inspection services on a multitude of critical water storage tank assets for our maintenance program clients. Below are just a few of our asset maintenance program clients within the State of Wisconsin.

Tank Owner	State	Contact	Phone	# of Tanks
Village of Elkhart Lake	WI	Pat Zorn	(920) 876–2231	One (1) Tank on MP since 2000
Town of Washington	WI	Leo Duffrin	(262) 284–2172	Three (3) Tanks on MP since 2000
City of Racine	WI	Keith Haas	(262) 636–9434	Six (6) Tanks on MP since 2000
City of Jefferson	WI	Rob Kincaid	(920) 674–7711	Two (2) Tanks on MP since 2000
Village of Hortonville	WI	Ryan St. John	(920) 779–4086	One (1) Tank on MP since 2004
Village of Slinger	WI	Greg Moser	(262) 644–5265	Two (2) Tanks on MP since 2004
City of Fort Atkinson	WI	Tim Hayden	(920) 563–7775	One (1) Tank on MP since 2004
City of Port Washington	WI	David Kleckner	(262) 284–2172	Three (3) Tanks on MP since 2005
Village of Oostburg	WI	Greg Lemahieu	(920) 946–0952	One (1) Tank on MP since 2005
City of Oconto	WI	Jeremy Wuesterbarth	(920) 834–7725	Two (2) Tanks on MP since 2006
City of Stoughton	WI	Kent Thompson	(608) 877–7422	Two (2) Tanks on MP since 2007
City of Whitewater	WI	Rick Lien	(262) 473–0543	Three (3) Tanks on MP since 2008

TANK OWNER	STATE	CONTACT	PHONE	# OF TANKS
City of Sturgeon Bay	WI	Cliff White	(920) 746–2820	One (1) Tank on MP since 2009
Village of Clyman	WI	Tim Dornfeld	(920) 696–3444	One (1) Tank on MP since 2009
City of Marinette	WI	Warren Howard	(715) 938–0811	Two (2) Tanks on MP since 2011
Village of Grafton	WI	Tom Krueger	(262) 375–5330	Two (2) Tanks on MP since 2011
Geneva National	WI	Pat Prahl	(262) 949–7715	One (1) Tank on MP since 2017
Village of Benton	WI	Ryan Carver	(608) 759–3721	One (1) Tank on MP since 2017
Village of Hartland	WI	Dave Felkner	(414) 630–8168	Three (3) Tanks on MP since 2018
City of Verona	WI	Theran Jacobsen	(608) 848–6801	Three (3) Tanks on MP since 2018
City of Horicon	WI	Dave Magnussen	(920) 485–3540	One (1) Tank on MP since 2018
City of Elk Point	SD	Trevor Job	(605) 670–8679	One (1) Tank on MP since 2017



Scope of Work

We ensure financial stability for our valued clients—providing them with the option to spread the cost of renovations and rehabilitation over an extended period of time. We also offer long-term financial assistance and operational sustainability—as well as the protection of the water storage tank assets.

Scope of Work

The following scope of work (SOW) was pulled directly from the City of De Pere's *Request for Proposal (RFP) for 2023 Reservoir & Tower Inspections,* and USCI will strictly adhere to these project specifications:

1. Review existing drawings and as-built of reservoir and tower and any other pertinent information pertaining to the reservoir and tower.
2. Conduct all tank inspections to meet Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes **NR 810.14 Water storage facility inspections** requirement.
3. Dry inspection points of emphasis:
    a) Inspection shall include the wash down and removal of all debris, sediment or biofilm from the roof or ceiling, walls to the water line, and floor of the tank prior to inspection. Vacuum cleaning of the floor of the tank shall be required to completely clean and remove all sediment and debris. Sediment and debris can be discharged into a geo-bag for dewatering and removed at cleanup.
    b) Note on inspection report all structural failures such as cracks, spalling, deteriorating caulk or paint, rust penetrations, and sealant failure to prevent infiltration.
    c) The interior of the tank will be disinfected IAW the methods of AWWA Standard C652-02. Two (2) successive safe samples shall be taken at 24-hour intervals in order to put tank back online. The first sample will be taken by the contractor, and the second by the utility. A minimum of 0.2 mg/l of free chlorine residual is required at the time of sampling.
4. Prepare a final report showing the result of the tank inspection(s). The report shall include a summary of the inspection and a list of any deficiencies in the tank. The written report will include photos for the tank inspection(s). The final report will contain recommendations for future work based on the results of this inspection.
5. Prepare reports for WDNR as required.
6. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Conclusions

This response describes our organizational structure with a focus on the products and services provided to our valued clients—owners and operators of potable water systems. This description acknowledges our people, who—together with the plethora of resources available to our valued clients—make our business function.

We are uniquely positioned to provide the highest quality maintenance and asset management services available. Also, our dedicated team of water experts, resources, and our focus on providing the most comprehensive, cost-effective, and sustainable maintenance services to our many clients have made us leaders in the asset management and potable water industry. USCI's asset maintenance programs provide long-term, structured, and financially-sustainable solutions with no unplanned expenditures and provide one (1) source of responsibility for all the services, repairs, and maintenance.

USCI's team is backed by our parent company—Veolia—an international leader in the water industry with a consolidated revenue of $30.1 billion. We are truly committed to delivering the most innovative, sustainable, and effective asset management solutions to our valued clients to improve their water distribution systems, critical assets, and the overall well-being of their communities. Our reputation is built on reliability, and our expertise is built on experience. More than 6,000 municipal and industrial clients in the United States trust us to manage and maintain their most important water distribution system resources and assets. Together with USCI, let us build your comprehensive water distribution management system on a foundation of continuous improvement, constant collaboration, innovation, and trust.

We look forward to meeting with the City of De Pere in anticipation of discussing our qualifications, competencies, and project details—as well as scheduling visits to our facilities. We welcome questions or comments—as well as the opportunity to elaborate on our capabilities. Please direct any questions you may have to:

Mr. Jim Moody
Water System Consultant (State of Wisconsin)
Phone: (920) 392–9194
Email: james.moody@veolia.com

Mr. Will Cauthen
Director of Sales (Great Lakes Region)
Phone: (404) 217–2943
Email: will.cauthen@veolia.com

APPENDIX

This Appendix provides the City of De Pere with the executed documents, submittal requirements, and additionally relevant information associated with this *Proposal for 2023 Reservoir & Tower Inspections;* the required forms and additionally relevant information include:

- 2023 Reservoir/Tower Inspection Proposal Form
- Certificate of Authority (State of Wisconsin)
- Certificate of Insurance
- ISO 9001:2015 Certification
- Workers Compensation Experience Modification (EMR) Rating

USCI also acknowledges that the City of De Pere did not issue any Addenda associated with their *RFP for 2023 Reservoir & Tower Inspections*.

In addition to the items included in the Appendix section, USCI has provided the City of De Pere with additional information submitted on an external USB flash drive; this information includes:

- USCI Safety & Health Program

2023 Reservoir/Tower Inspection Proposal Form

City of De Pere Water Utility
2023 Reservoir/Tower Inspection Proposal

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

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

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

Lump Sum Price for Enterprise Reservoir Inspection: **$3,000.00**

Lump Sum Price for Ninth Street Water Tower Inspection: **$5,084.75**

Utility Service Co., Inc.
Name of Firm

1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309
Address of Firm

(404) 217-2943
Telephone Number

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

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

Signature of Bidder

February 01, 2023 (02/01/2023)
Date

Will Cauthen
Print or Type Name of Bidder

Director of Sales
Title

Estimated Start Date: **May 02, 2023 (05/02/2023)**

Estimated Work Days to Complete: **One (1) Week or Less**

Certificate of Authority
(State of Wisconsin)

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

CERTIFICATE OF AUTHORITY or REGISTRATION

Issued to

U.S.C., INC. (FICT NAME) UTILITY SERVICE CO., INC. (CORP NAME)

an organization formed under the laws of **GEORGIA**,

authorizing the organization to transact business in this state, effective **December 28, 2001**,

as a

☐ Foreign limited liability partnership, under sec. 178.45, Wis. Stats.

☐ Foreign limited partnership, under sec. 179.82, Wis. Stats

☒ Foreign corporation, under sec. 180.1503, 180.1504, 181.1503 or 181.1504, Wis. Stats.

☐ Foreign limited liability company, under sec. 183.1004 or 183.1006, Wis. Stats.

Date of Issue: **January 7, 2002.**

RAY ALLEN, Administrator
Division of Corporate & Consumer Services
Department of Financial Institutions

See reverse for more information

DFI/CORP/22(R 2/00)

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/2023

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

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

PRODUCER Marsh USA, Inc. 540 W. Madison Street Chicago, IL 60661 Attn: Veolia.CertRequest@marsh.com | Fax: 212-948-5053 USDCI	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Utility Service Co, Inc. 128 Elm Street Bridgewater, MA 2324	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Everest National Insurance Company — 10120 **INSURER B :** Everest Premier Insurance Company — 16045 **INSURER C :** N/A — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010222660-01 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			RM5GL00068-231 (All Other)	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 1,000,000
A	CLAIMS-MADE [X] OCCUR			RM5GL00067-231 (Utility Operations)	01/01/2023	01/01/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			RM5CA00066-231 (AOS)	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			RM5CA00065-231 (MA)	01/01/2023	01/01/2024	BODILY INJURY (Per person)	$
A	OWNED AUTOS ONLY / SCHEDULED AUTOS			RM5CA00064-231 (Utility Operations)	01/01/2023	01/01/2024	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			(DE, ID, NY, NJ, PA, RI)			PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RM5WC00092-231 (AOS)	01/01/2023	01/01/2024	X PER STATUTE [ ] OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N]	N / A		RM5WC00094-231 (FL,ME,NJ)	01/01/2023	01/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			RM5WC00095-231 (WI,MA)	01/01/2023	01/01/2024	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA, Inc.	Utility Service Co, Inc. 128 Elm Street Bridgewater, MA 2324
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation (Cont.)

Carrier: Everest Premier Insurance Company
Policy Number: RM5WC00093-231 (Utility Operations) (DE,ID,NY,PA,RI)
Effective Date: 01/01/2023
Expiration Date: 01/01/2024
Limit: SEE ABOVE

Carrier: Everest Premier Insurance Company
Policy Number: RM5EW00005-231 (Excess) (Utility Operations) (NJ)
Effective Date: 01/01/2023
Expiration Date: 01/01/2024
Limit: SEE ABOVE

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ISO 9001:2015 Certification

Bureau Veritas Certification

VEOLIA ADVANCED SOLUTIONS USA LLC (Utility Service)

1230 Peachtree St NE, Suite 1100 Atlanta, GA 30309 USA

This is a multi-site certificate, additional site(s) are listed on the next page(s)

Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems

Original cycle start date:	**12-January-2018**
Expiry date of previous cycle:	**11-January-2021**
Certification / Recertification Audit date:	**29-October-2020**
Certification/Recertification Cycle Start Date:	**12-January-2021**
Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on:	**11-January-2024**

Certificate No.: **US014911** Version: **4** Issue Date: **16-May-2022**

Brian Sanders

UKAS MANAGEMENT SYSTEMS

0008

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive, Suite 300S, Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +(800) 937-9311

VEOLIA ADVANCED SOLUTIONS USA LLC (Utility Service)

ISO 9001:2015

Scope of certification

Site Name/Location	Site Address	Site Scope
VEOLIA ADVANCED SOLUTIONS USA LLC (Utility Service)	1230 Peachtree St NE, Suite 1100 Atlanta, GA 30309 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems
Site 2 - USCI - ARKANSAS	12748 US Hwy 70 Proctor, AR 72376 USA	
Site 3 USCI - GEORGIA	141 Hicks Drive Perry, GA 31069 USA	
Site 4 - USCI - ILLINOIS & MAXCOR	900 Country Creek Drive New Lenox, IL 50451 USA	
Site 5 - USCI - JPI	6150 Center Road Lowellville, OH 44436 USA	
Site 6 - SCI - KANSAS	1259 S 220th Street Pittsburg, KS 66762 USA	
Site 7 - USCI - MA / MERITHEW	128 Elm Street Bridgewater, MA 02324 USA	
Site 8 - USCI - NEW YORK	128 Elm Street Bridgewater, MA 02324 USA	

Certificate No.: **US014911** Version: **4** Issue Date: **16-May-2022**

Brian Sanders

UKAS MANAGEMENT SYSTEMS 0008

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive, Suite 300S, Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +(800) 937-9311

VEOLIA ADVANCED SOLUTIONS USA LLC (Utility Service)

ISO 9001:2015

Scope of certification

Site Name/Location	Site Address	Site Scope
Site 9 - USCI - NORTH CAROLINA	200 Old Covered Bridge RD Madison, NC 27025 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems
Site 10 - USCI - TEXAS	16002 Kitzman Road Cypress, TX 77429 USA	
Site 11 - USCI - PERRY OFFICE	535 Courtney Hodges Blvd Perry, GA 31069 USA	
Site 12 - USCI - CALIFORNIA	2240 E Cedar St Ontario, CA 91761 USA	
Site 13 - ODLE, INC.	1801 W 26th St Muncie, IN 47302 USA	
Site 14 - USCI - FLORIDA	929 N Charleston Ave Fort Meade, FL 33841 USA	

Certificate No.: **US014911** Version: **4** Issue Date: **16-May-2022**

Brian Sanders

UKAS MANAGEMENT SYSTEMS 0008

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive, Suite 300S, Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +(800) 937-9311

Workers Compensation Experience Modification Rating (EMR)

Marsh

P. Kevin O'Sullivan

Marsh USA Inc.
445 South Street, Suite 210
Morristown, NJ 07962-1966
T +1 973 401 5262
Kevin.OSullivan@marsh.com
www.marsh.com

January 03, 2022

Subject: Utility Service Company, Inc.

Experience Modification Rating

To Whom It May Concern:

The National Council on Compensation Insurance (NCCI) has promulgated the Experience Modifications for SUEZ North America Inc. (which includes Utility Service Company, Inc.) with an effective rating date of 1/1/2022 as follows:

Rating Effective Date	Experience Modification Factor
3/1/2017	0.62
3/1/2018	0.91
1/1/2019	0.85
1/1/2020	0.78
1/1/2021	0.67
1/1/2022	0.67

Sincerely,

P. Kevin O'Sullivan

P. Kevin O'Sullivan

Copy:
Lori Kerman - SUEZ North America Inc.
Nancy Engelmann - SUEZ North American Inc.

VEOLIA

Utility Service Co., Inc.
(A Veolia Company)

1230 Peachtree Street NE, Suite 1100
Atlanta, GA 30309
(855) 526–4413
www.veolianorthamerica.com

Dixon Engineering, Inc.

Engineering and Inspections Services for the Coating Industry

Proposal to:

City of De Pere, Public Works Department De Pere, Wisconsin

For

2023 Reservoir & Tower Inspections

Bid Due: February 01, 2023 2:00 p.m.

4811 S. 76th Suite 109
Greenfield, WI 53220

Phone: (414) 529-1859
Fax: (414) 282-7830

www.dixonengineering.net
dixon@dixonengineering.net

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

789 Lafayette Road
Medina, OH 44256
Telephone: (330) 983-0062
Fax: (330) 725-0512

Firm Overview

Firm Name:	Dixon Engineering Inc.
Corporate Office Address:	1104 Third Avenue Lake Odessa, MI 48849
Telephone:	(616) 374-3221
Fax:	(616) 374-7116
Website:	www.dixonengineering.net
Contact Person:	Mrs. Kayla Mulcahy, Project Manager
E-mail	kayla.mulcahy@dixonengineering.net
Telephone:	(414) 429-3430
Wisconsin Office Address:	4811 S. 76th Street Suite 109 Greenfield, WI 53220

Business Description: Dixon Engineering, Inc. (DIXON) is a Professional Engineering firm specializing in the evaluation of the coatings and structural condition of steel and concrete structures to provide reports and recommendations, assisting with continued maintenance activities.

Company Background: DIXON is headquartered in Lake Odessa, Michigan. DIXON was founded in 1981 and incorporated in the State of Michigan in 1984 and Wisconsin Office Established in 1991. DIXON is a Chapter C Corporation, American and Employee-Owned Company.

Products/Services: We offer an extensive structural and coating quality assurance inspection program, specializing in the maintenance of water storage tanks, clarifiers, pump stations, piping galleries, water and wastewater treatment plants and road bridges.

DIXON is headquartered in Lake Odessa, Michigan, with offices in Ohio, Kentucky, Wisconsin, Illinois, Iowa, and Indiana has been a leader in the coating and inspection field as well as regulatory compliance for the coating industry since its founding in 1981. Dixon has 51 Direct Employees, (4) Registered Professional Engineers, (2) Lawyers (38) Project Managers and Resident Project Representatives, (8) Eight Administrative Support Staff.

DIXON is highly experienced in its specific area of expertise, coating inspection, and is familiar with all typical coating related problems. DIXON's assigned Project Manager Shannon C. Vidika will track all project tasks and coordinate project team member assignments.

DIXON

ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

Principal of firm – William J. Dixon, P.E., Esq. **Title** – President/CEO

Officers:

- *Joseph Hoban, P.E. - Vice President*
- *Keith Dixon, Esq. - Chief Financial Officer*
- *Andrew Arnold - Chief Operating Officer*

Office Locations:
Year Dixon Engineering Established: 1981

Incorporated in State of Michigan: 1984

Year Northern Ohio Office Established: 2001

Year Wisconsin Office Established: 1991

Year Indiana Field Office Established: 1995

Year Illinois Field Office Established: 1999

Year Iowa Field Office Established: 2010

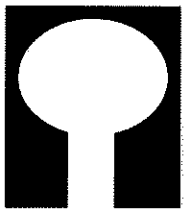
Year Kentucky Field Office Established: 2007

Kayla Mulcahy, AMPP Senior Certified Coating Inspector
Project Manager
All engineering and inspection services offered under a contract with the City of De Pere will be centered in DIXON's Wisconsin Office. DIXON's Project Manager, Kayla Mulcahy, will be responsible for overseeing the inspections for the City of De Pere out of our Wisconsin Office. Mrs. Mulcahy has several resources available that are designed to ensure the quality of your reports. DIXON has established procedures for performing inspections for each type of water storage tank. These procedures were developed using AWWA guidance, EPA, and OSHA regulations, and through years of experience. DIXON uses Field Inspection Report (FIR) forms that are designed to collect vital information concerning the structural integrity, coating conditions, and safety for each tank that we inspect. These forms, along with photographs are used to develop our engineering inspection reports.

Engineering Consultant Services Request for Statement of Qualifications:

DIXON is a consulting engineering firm specializing in the evaluation and preparation of specifications and contract documents for coating of steel and concrete structures. We offer an extensive structural and coating inspection program for steel structures, specializing in water storage tanks, water and wastewater plants. DIXON has been specifying containment system requirements for lead abatement on water storage tanks since 1987.

DIXON has focused its engineering services on the maintenance and coating of potable water and wastewater system assets. Virtually all our projects involve the inspection, evaluation and



DIXON

ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

maintenance painting of storage tanks or similar coated structures. Our engineers, project managers and resident project representatives work full-time on these projects and have unsurpassed experience in this area.

In addition to these services, DIXON offers our clients site observation inspection services during the rehabilitation of existing elevated structures, water towers, treatment facilities, and coating of new tanks, structures, or facilities. This includes attending preconstruction meetings, reviewing submittals, and providing full-time field quality assurance oversight and project administration functions to assist in the successful completion of a maintenance rehabilitation project. Our project administration functions include attending progress meetings, reviewing project change order requests, quality control field inspection report review, and payment request verification. Quality assurance coating observation site visits during the completion of the project are performed by The Association for Materials Protection and Performance (AMPP) trained coating inspectors. Quality assurance structural weld observation site visits are performed by American Weld Society (AWS) certified weld inspectors to ensure the welding process meets the specification and referenced standard requirements. These services will provide the client with a cost-effective project maintenance plan for their water and/or wastewater system rehabilitation project and will protect the maintenance investment by ensuring the work is performed to meet the project specifications.

DIXON

ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

Resumes

NAME OFFICE LOCATION	CERTIFICATIONS	YEARS EXPERIENCE
William Dixon, P.E., Esq. President/CEO	AMPP Senior Certified Coating Inspector #7129 SSPC Protective Coating Specialist #895-800-1275 Member of the State Bar of Michigan Professional Engineer: MI, WI, IA, OH, IN, PA, VA, IL, TN, SD, MN, KY, District of Columbia, MO, AZ, MN, LA, WV, AR	DIXON-42 Years Previous Experience-10 Years
Joseph Hoban, P.E. Vice President	AMPP Senior Certified Coating Inspector #7133 SSPC Protective Coating AWS-Certified Weld Inspector #09081441 Professional Engineer: WI, IL, MI, MN, CO, IN, TX	DIXON-10 Years Previous Experience-12 Years
Kayla Mulcahy Project Manager	NACE Certified Coating Inspector Level 3 #10049 PADI Certified Diver	DIXON-22 Years
Trevor Felton Staff Engineer	NACE Coating Inspector Level 1 #178904 API Aboveground Storage Tank Inspector #25309 OSHA 10 General Industry Safety and Health	DIXON-22 Years
Kyle Lay Resident Project Representative	NACE Coating Inspector Level 1 #38157 OSHA 10 General Industry Safety and Health	DIXON-12 Years
Josh Grover Resident Project Representative	NACE Coating Inspector Level 1 #22323 OSHA 10 General Industry Safety and Health PADI Certified Diver	DIXON-16 Years
Jessi Darnell Resident Project Representative	OSHA 10 General Industry Safety and Health	DIXON-2 Years
Ryan Szczepaniak Resident Project Representative	OSHA 10 General Industry Safety and Health	DIXON-2 Years

DIXON

ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

William J. Dixon, P.E., Esq.
President
Founded DIXON ENGINEERING, INC. in 1981. Specializes in structural and coating inspection for steel and concrete structures of all kinds. His credits are substantial: Civil Engineering degree from Michigan State University plus a second degree from the Thomas M. Cooley Law School, followed by admittance to the Michigan Bar. He is a recognized expert witness in cases involving structural and coating failure analysis. Mr. Dixon will apply his 41 years of experience with steel and concrete structures in support of the Project Manager especially as it relates to any unique or unusual coating or structural tank issues.

Joseph Hoban, P.E.
Vice President
Mr. Hoban joined Dixon Engineering, Inc. in 2013 and serves as the Vice President of Dixon Engineering, Inc. Mr. Hoban received his Bachelor of Science in Geological Engineering from the University of Wisconsin. Mr. Hoban is a Professional Engineer in the State of Wisconsin, Michigan, Illinois, Minnesota, Colorado, Indiana, Ohio, and Texas, and is recognized by AMPP Senior Certified Coating Inspector Level 3, and AWS/CWI Certified Welding Inspector. Mr. Hoban will be responsible for the final review of all inspection reports.

Kayla Mulcahy
Project Manager
Mrs. Mulcahy joined Dixon Engineering, Inc. in 1998 and serves as a Project Manager for Dixon Engineering, Inc. Mrs. Mulcahy has 22 years' experience in the drinking water industry. Mrs. Mulcahy is an AMPP Senior Certified Coating Inspector and has OSHA 10 Hour General Industry Safety and Health. Mrs. Mulcahy will be the Project Manager and point of contact for all questions about the project.

Trevor Felton
Staff Engineer
Mr. Felton joined Dixon Engineering, Inc. in 2000. Education: Bachelor of Science in Engineering Arts with Industrial Work Management/Organizational Management cognates from Michigan State University. Lansing Community College pre-engineering classes. Mr. Felton has functioned as a coating inspector for repaint and new construction projects as well as lead paint removal projects and as an inspector for bridge repainting projects. Mr. Felton's certifications include AMPP General Coating Inspector, API Aboveground Storage Tank Inspector (API 653) #25309, OSHA Lead in Construction Industry Standard 29 CFR 1926.62 training, OSHA Respiratory Protection 29 CFR 1910.134 training.
Mr. Felton will be responsible for writing the report.

Kyle Lay
Field Inspection Crew Leader
Mr. Lay joined Dixon Engineering, Inc. in 2011. His education includes an Associate Degree I Civil Technology from Lansing Community College in Lansing, Michigan. Mr. Lay assists with inspection scheduling and equipment requisition for the inspection crews. As part of the training team, he trains new employees as field technicians for the traveling inspection crew. Mr. Lay

has functioned as an inspector for repaint and new construction projects as well as lead paint removal projects. He is an AMPP General Coating Inspector. Mr. Lay will be responsible for all issues related to inspection services.

Josh Grover
Resident Project Representative
Mr. Grover joined Dixon Engineering, Inc. in 2006. As a resident project representative, he evaluates existing coatings on steel structures. Collect field data and develop plans for the rehabilitation of water tanks, clarifiers, and bridges including repairs, surface preparation, dust control, safety requirements and types of coating, review project specifications, shop drawings and submittals. AMPP General Coating Inspector and Certified Diver. Mr. Grover will be assisting in all issues related to the inspection services.

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Jesse Darnell
Resident Project Representative
Mr. Darnell joined DIXON in 2020. Inspector Level I. Performs storage tank structural and coating maintenance and collects field data for developing plans for the rehabilitation of water tanks, clarifiers, including repairs, surface preparation, dust control, safety requirements and types of coating. Evaluate, design, review and inspect antenna installations on water tanks. Mr. Darnell will be assisting in all issues related to the inspection services.

Ryan Szczepaniak
Resident Project Representative
Mr. Szczepaniak joined DIXON in 2020. Inspector Level I. Inspector Level I. Performs storage tank structural and coating maintenance and collects field data for developing plans for the rehabilitation of water tanks, clarifiers, including repairs, surface preparation, dust control, safety requirements and types of coating. Evaluate, design, review and inspect antenna installations on water tanks. Mr. Szczepaniak will be assisting in all issues related to the inspection services.

DIXON

ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

Inspection Approach Inspection

DIXON employs a three-person inspection team and complies with OSHA requirements for confined space entry. One person inspects the tank interior, the second is the confined space attendant, and the third is a ground person responsible for emergency response and communications. Utility personnel are required only to provide access to the tank and assist with connection to a source of water for cleaning for drained inspections.

Drained Inspection

Dixon's approach to a drained inspection includes:

1. Schedule will commence upon notification from the Owner. The inspections could be scheduled for April 25.
2. Clean interior surfaces of the tank with high pressure water. Cleaning is necessary for the inspector to be able to remove sediment. This allows DIXON the ability to see any deterioration of the steel, pitting, etc. High pressure water also enables DIXON to perform a very low-cost adhesion test on the remaining coating. DIXON would notice if the coating were wavering, etc., which would indicate very poor adhesion and anticipated failure. The amount of sediment and water removed from a torus tank depends upon the Owner's preference.
3. Inspect the tank's interior coating for remaining intactness and anticipated life. Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
4. Review all interior surfaces for corrosion and/or damage and quantify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
5. Inspect the exterior coating and perform ASTM adhesion tests where coating adhesion is questionable. If it is evident that repainting is not necessary for several years, no destructive adhesion tests will be performed.
6. Review all exterior appurtenances for damage due to corrosion.
7. Review the exterior of the exposed foundations.
8. Review all safety requirements for ladders, cages, etc.
9. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
10. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include conclusions and recommendations, base report, and digital photographs with descriptions.

11. Chlorinate the tank per AWWA Method No. 3 C-652. Reinstall manhole cover. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.

12. Provide a filled in WDNR Form 3300-248 (Water Storage Facility Inspection Report) for the tank.

1,250,000 Concrete Reservoir

1. Inspect the tank's interior coating using the Remotely Operated Vehicle (ROV). Review interior concrete for cracking and spalling. Attempt to determine whether the cracking and/or spalling is active or dormant, as well as the cause.

2. Review all interior surfaces for corrosion and/or damage and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.

3. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.

4. Review all exterior appurtenances for damage due to corrosion.

5. Review the concrete around all exterior appurtenances for deterioration.

6. Inspect the exterior roof and sidewalls for cracks, spalling concrete and corrosion in the rebar. If concrete needs repair, estimate the quantity of repairs needed. Determine, if possible, the cause and type of deterioration present.

7. Review all safety requirements for ladders, cages, etc., interior, and exterior.

8. Review the exterior of the exposed foundations.

9. Measure dry film thickness of exterior coating.

10. Review the site. Verify that the grade slopes away from the tank. Check for wet areas, which might indicate a leaking tank.

13. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include conclusions and recommendations, base report, and digital photographs with descriptions.

14. Provide a filled in WDNR Form 3300-248 (Water Storage Facility Inspection Report) for the tank.

Reference List

CLIENT	CONTACT	TANK SIZE	PROJECT
3M 801 N. Marquette Rd. Prairie du Chien, WI 53821	Allie Thornton 608-326-3137	150,000 Gallon Steel Reservoir	2020 Maintenance (ROV) Inspection
		300,000 Gallon Steel Reservoir	2020 Maintenance (ROV) Inspection
		500,000 Gallon Double Ellipse	2019 Maintenance (Dry) Inspection
City of Appleton 2281 Manitowoc Rd. Menasha, WI 54952	Joe Myers 920-997-4226	1,000,000 Gallon Fluted Column (Matthias St. Tank)	2021 Maintenance (Dry) Inspection
		1,000,000 Gallon Composite (Glendale)	2022 Maintenance Inspection
		3,000,000 Gallon Reservoir	2022 Maintenance Inspection
City of Brookfield 2000 N. Calhoun Rd Brookfield, WI 53005	Dan Erickson, P.E. 262-787-3539	700,000 Gallon Concrete Reservoir (Pilgrim)	2020 Maintenance (Dry) Inspection
		1,000,000 Gallon Spheroid (Capital)	2020 Maintenance (ROV) Inspection
		1,000,000 Gallon Standpipe (Sunnyslope)	2019 Technical Specification 2019 Paint Observations 2020 Warranty (ROV) Inspection
		400,000 Gallon Spheroid (Industrial Tank)	2022 Maintenance Inspection
		345,000 Gallon Concrete Reservoir	2022 Maintenance Inspection
City of Brodhead 1108 11th St. PO Box 227 Brodhead, WI 53520	Jeff Peterson 608-897-2505	500,000 Gallon Spheroid	2021 Maintenance (ROV) Inspection
Village of Bellevue 2828 Allouez Ave. Green Bay, WI 54311	Shawn Geiger 920-593-5517	500,000 Gallon Toroellipse (Continental)	2021 Security Inspection
		400,000 Gallon Spheroid (Allouez)	2021 Security Inspection
		1,000,000 Gallon Composite (Erie)	2022 Maintenance Inspection 2021 Security Inspection
City of Delavan 123 S. 2nd Street Delavan, WI 53115	Jim Piester 262-728-5585 ext 140	250,000 Gallon Toroellipse	2021 Maintenance (Dry) Inspection
		500,000 Gallon Spheroid	2021 Maintenance (Dry) Inspection
Village of Denmark 118 E. Main St. PO Box 310 Denmark, WI 54208	Erika Thronson 920-863-8401	100,000 Gallon Concrete Reservoir	2020 Maintenance (Dry) Inspection
		200,000 Gallon Spheroid	2020 Maintenance (ROV) Inspection
Village of Dousman 130 Municipal Garage Rd. PO Box 264 Dousman, WI 53118	Joe Kitelinger 262-965-3302	300,000 Gallon Spheroid	2020 Maintenance (ROV) Inspection

City of Edgerton 12 Albion St. Edgerton, WI 53534	Randy Oren 608-884-3341	300,000 Gallon Spheroid (Gear Dr)	2020 Maintenance (Dry) Inspection
Evansville Water & Light 31 S. Madison St. Evansville, WI 53536	Chad Renly 608-490-1313	300,000 Gallon Spheroid	2020 Maintenance (ROV) Inspection
City of Fennimore 860 Lincoln Ave Fennimore, WI 53809	Dennis Biddick 608-822-6501	100,000 Gallon Spheroid	2020 Maintenance (Dry) Inspection
		300,000 Gallon Spheroid	2020 Maintenance (Dry) Inspection
Village of Fox Point 7200 N. Santa Monica Blvd. Fox Point, WI 53217	Scott Brandmeier 414-351-8900	1,500,000 Gallon Reservoir	2021 Maintenance (ROV) Inspection
City of Fredonia PO Box 159 Fredonia, WI 53021	Roger Strohm 262-692-9125	300,000 Gallon Spheroid	2020 Maintenance (Dry) Inspection
City of Glendale 5909 Milwaukee Rd. Glendale, WI 53209	Charlie Imig 414-228-1746	1,000,000 Gallon Standpipe	2020 Maintenance (Dry) Inspection
Village of Grafton 1900 9th Ave. PO Box 144 Grafton, WI 53024	Larry Roy 262-343-0531	200,000 Gallon Spheroid (Tower 1)	2020 Maintenance (Dry) Inspection 2021 Security Inspection
		300,000 Gallon Spheroid (Tower 2)	2020 Maintenance (Dry) Inspection 2021 Security Inspection
		300,000 Gallon Spheroid (Tower 3)	2020 Security Inspection 2021 Security Inspection
		Digester 1	2020 Maintenance (Dry) Inspection
		Digester 2	2020 Maintenance (Dry) Inspection
Hartford Utilities 620 W. Sumner St. Harford, WI 53027	Brian Rhodes 262-670-3710	750,000 Gallon Composite	2020 Maintenance (Dry) Inspection
		500,000 Gallon Toroellipse (Hwy U)	2019 Technical Specifications 2019 Paint Observations 2020 Warranty (ROV) Inspection
		300,000 Gallon Spheroid (Hwy K)	2020 Technical Specifications and Contract Documents 2020 Paint Observations 2021 Warranty (ROV) Inspection
Village of Hewitt 11064 Main St. Hewitt, WI 54441	Marlene Struland 715-387-2739	Lift Station #1	2019 Maintenance (Dry) Inspection
City of Jefferson 425 Collins Road PO Box 396 Jefferson, WI 53549	Todd Clark 920-674-7705	93,000 Gallon Concrete Reservoir (Reservoir 1 Well 5)	2020 Maintenance (Dry) Inspection

Village of Kohler 319 Highland Dr. Kohler, WI 53044	Brett Edgerle 920-459-3881	250,000 Gallon Double Ellipse	2020 Maintenance (ROV & Float) Inspection
Kohler Company N7650 Lake Shore Road Sheboygan, WI 53083	Steve Ziegelbauer 920-457-4441	250,000 Gallon Double Ellipse (North Tower)	2020 Maintenance (ROV & Float) Inspection
		250,000 Gallon Double Ellipse (Middle Tower)	2020 Maintenance (ROV & Float) Inspection
		250,000 Gallon Double Ellipse (South Tower)	2020 Maintenance (ROV & Float) Inspection
		10,000 Gallon Hydropneumatic	2022 Maintenance Inspection
City of Lancaster 206 S. Madison St. Lancaster, WI 53813	John Hauth 608-723-7543	500,000 Gallon Spheroid (Roosevelt)	2021 Maintenance (Dry) Inspection
Lincoln Hills School W4380 Copper Lake Road Irma, WI 54442	Michael Stockowitz 715-536-1156	200,000 Gallon Standpipe	2022 Maintenance Inspection 2021 Paint Observations 2019 Technical Specifications
City of Madison 210 Martin Luther King Jr Blvd. Room 115 Madison, WI 53703	Robert Phillips, P.E. 608-266-4090	1,000,000 Gallon Composite (Blackhawk)	2021 Warranty (ROV) Inspection
City of Manawa 500 S. Bridge St. Manawa, WI 54949	Cody Simonis 920-596-2577	200,000 Gallon Spheroid (High St. Tank)	2021 Warranty (ROV) Inspection
City of Medford 639 S. 2nd Street Medford, WI 54451	Joe Harris 715-965-0492	250,000 Gallon Spheroid	2021 Paint Observations
		400,000 Gallon Spheroid	2022 Maintenance Inspection
		500,000 Gallon Spheroid (Broadway)	2022 Maintenance Inspeciton
Menominee Indian Tribe 9A S. Brown St. Rhinelander, WI 54501	Nathan Kohnhorst 715-365-5117	75,000 Gallon Hydrocone (Middle Village)	2020 Warranty (ROV) Inspection
Village of Menomonee Falls W156N8480 Pilgrim Rd. Menomonee Falls, WI 53051	Randy Hager 262-532-4807	1,000,000 Gallon Toroellipse (Kohler)	2021 Maintenance (ROV) Inspection
		250,000 Gallon Spheroid (Fair Oak)	2021 Maintenance (ROV) Inspection
		500,000 Gallon Spheroid	2022 Maintenance Inspection
Milk Specialties Global 325 Tompkins Fond du Lac, WI 54935	Pete Postuma 920-395-1096	40,000 Gallon Standpipe	2020 Maintenance (Dry) Inspection
Milwaukee County 8700 Watertown Milwaukee, WI 53188	Mark Geronime (414) 778-6091	1,000,000 Gallon Spheroid	2022 Maintenance Inspection
City of Milwaukee 3000 N. Lincoln Memorial Dr. Milwaukee, WI 53221	Mark Gremmer 414-286-5508	17,500 Gallon Aluminum Sulfate Tank (Howard Plant – East)	2020 Maintenance (Dry) Inspection
Milwaukee Regional Medical Center 8700 Watertown Plank Rd. Milwaukee, WI 53188	Mark Geronime 414-778-6091	1,000,000 Gallon Spheroid (Central)	2020 Maintenance (Dry) Inspection

City of Muskego W189 S8235 Mercury Dr. Muskego, WI 53150	Scott Kloskowski 262-679-4149	750,000 Gallon Reservoir (Hillendale)	2020 Maintenance (Dry) Inspection
		750,000 Gallon Spheroid (Commerce)	2020 Maintenance (Dry) Inspection
		80,000 Gallon Concrete Reservoir (Lakewood Meadows)	2020 Maintenance (Dry) Inspection
		250,000 Gallon Spheroid (Industrial)	2020 Maintenance (Dry) Inspection
Neenah Water Utility 211 Walnut St. Neenah, WI 54956	Anthony Mach 920-886-6196	1,500,000 Gallon Composite	2020 Maintenance (ROV & Float) Inspection
		250,000 Gallon Double Ellipse with Brick Façade	2019 Maintenance (ROV) Inspection
City of New Berlin 16450 W. National Ave. New Berlin, WI 53151	Jim Hart 262-613-2879	750,000 Gallon Composite (Rockridge)	2021 Maintenance (Dry) Inspection
		90,000 Gallon Clearwell (Green Ridge)	2022 Maintenance Inspection
		40,425 Gallon Clearwell (Valley View)	2022 Maintenance Inspection
		37,600 Gallon Clearwell	2022 Maintenance Inspection
		557,600 Gallon Reservoir	2022 Maintenance Inspection
		538,985 Gallon Reservoir	2022 Maintenance Inspection
		500,000 Gallon Spheroid	2022 Maintenance Inspection
		500,000 Gallon Spheroid (Sunny Slope)	2022 Maintenance Inspection
		200,000 Gallon Reservoir (Green Ridge)	2022 Maintenance Inspection
		1,000,000 Gallon Reservoir (Rodgers Drive)	2022 Maintenance Inspection
City of New London 400 N. Water St. New London, WI 54961	Mike Pinch 920-982-8516	300,000 Gallon Spheroid (Industrial)	2020 Security Inspection 2021 Maintenance (Dry) Inspection
		400,000 Gallon Spheroid (Floral Hill)	2020 Security Inspection 2021 Maintenance (Dry) Inspection
		500,000 Gallon Spheroid (Orville)	2020 Maintenance (Dry) Inspection 2021 Security Inspection
Norris Adolescent Center W247S10395 Center Dr. Mukwonago, WI 53149	Jeff Gibson (Gibson Enterprises) 262-853-5452	28,000 Gallon Concrete Reservoir	2021 Maintenance (ROV) Inspection
		4,300 Gallon Hydropeumatic	2021 Maintenance (Dry) Inspection

City of Oshkosh 215 Church Ave. Oshkosh, WI 54903	Brad Rokus 920-236-5164	1,250,000 Gallon Hydropillar	2021 Technical Specifications and Contract Documents 2021 Paint Observations
		750,000 Gallon Clearwell	2022 Maintenance Inspection
		1,100,000 Gallon Clearwell	2022 Maintenance Inspection
		560,000 Gallon Clearwell	2022 Maintenance Inspection
		1,000,000 Gallon BWS Filtration Basin	2022 Maintenance Inspection
Village of Pewaukee 235 Hickory St. Pewaukee, WI 53072	Dan Naze 262-691-5694	125,000 Gallon Concrete Reservoir (Well 2)	2021 Maintenance (Dry) Inspection
		200,000 Gallon Spheroid (Quinlan)	2021 Maintenance (Dry) Inspection
City of Platteville 75 N Bonson Street Platteville, WI 53818	Irv Lupee (608) 778-4701	400,000 Gallon Spheroid	2022 Maintenance Inspection
City of Sheboygan Falls 375 Buffalo St. Sheboygan Falls, WI 53085	Jerry Benzchawel 920-467-7901 ext 301	200,000 Gallon Spheroid (Meadowlark)	2019 Security Inspection 2020 Security Inspection 2021 Maintenance (ROV) Inspection
Sheboygan Sanitary District 3 1512 N. 40th St. Sheboygan, WI 53081	Damian Nevers 920-946-4939	300,000 Gallon Spheroid (Tower 2)	2020 Maintenance (Dry) Inspection
Sokaogon Chippewa Community 9A S. Brown St. Rhinelander, WI 54501	Nathan Kohnhorst 715-365-5117	50,000 Gallon Spheroid	2021 Warranty (ROV) Inspection
City of South Milwaukee 100 Marshall PO Box 130 South Milwaukee, WI 53172	Ben Huffman 414-768-8070	1,000,000 Gallon Composite	2021 Maintenance (ROV) Inspection
Southern Wisconsin Center 21425 Spring St. Union Grove, WI 53182	Jonathan Marking 262-878-6681	100,000 Gallon Double Ellipse	2020 Paint Observations 2021 Warranty (ROV) Inspection
Suamico Sanitary District 12781 Velp Ave. Suamico, WI 54313	Andy Smits 920-434-8410	500,000 Gallon Spheroid	2021 Paint Observations
Village of Tennyson 101 Bunker Hill St. PO Box 172 Potosi, WI 53820	Keith Jantzen 608-763-2912	150,000 Gallon Spheroid	2021 Paint Observations
City of Watertown 800 Hoffman Dr. Watertown, WI 53094	Peter Hartz	300,000 Gallon Double Ellipse (O'Connell St)	2020 Maintenance (ROV) Inspection
		500,000 Gallon Reservoir (Air Park)	2020 Maintenance (ROV & Float) Inspection

Waukesha Water Utility 115 Delafield St. Waukesha, WI 53188	Kelly Zylstra 262-521-5272	300,000 Gallon Spheroid (Meadowbrook)	2019 Technical Specifications 2020 Paint Observations 2021 Warranty (ROV) Inspection
		400,000 Gallon Spheroid (Hunter Tank)	2019 Technical Specifications and Contract Documents 2020 Paint Observations 2021 Warranty (ROV) Inspection
Village of Waunakee 322 Moravian Valley Rd. Waunakee, WI 53597	Randy Dorn 608-849-8111	300,000 Gallon Concrete Reservoir (Well 3)	2020 Technical Specifications and Contract Documents 2021 Paint Observations
Waupun Correctional Institute 400 S. Drummond St. Waupun, WI 53963	John Schulz 920-324-7215	500,000 Gallon Spheroid	2020 Maintenance (Dry) Inspection
City of Wauwatosa 11100 W. Walnut Rd. Wauwatosa, WI 53226	Adam Florin 414-471-8480	1,000,000 Gallon Cone Roof (Glenview)	2020 Maintenance (Dry) Inspection
		2,500,000 Gallon Reservoir (Potter Rd)	2020 Technical Specifications and Contract Documents 2020 Paint Observations 2021 Warranty (ROV) Inspection
		1,700,000 Gallon Concrete Reservoir (64th St)	2021 Maintenance (Dry) Inspection
		500,000 Gallon Radial Arm (County Tank)	2022 Maintenance Inspection
		1,500,000 Gallon Clearwell (Alice St)	2022 Maintenance Inspection
City of West Allis 6300 W. McGoech Ave. West Allis, WI 53219	Michael Brafka 414-302-8827	4,000,000 Gallon Concrete Reservoir	2020 Maintenance (ROV & Float) Inspection
City of West Bend 251 Municipal Dr. West Bend, WI 53095	Travis Thull 262-335-5040	400,000 Gallon Reservoir	2022 Maintenance Inspection
		300,000 Gallon Spheroid (Hospital)	2020 Maintenance (ROV) Inspection
Village of Whitefish Bay 5300 N. Marlborough Dr. Whitefish Bay, WI 53217	John Edlebeck 414-962-6690 Ext 114	1,000,000 Radial Arm	2020 Maintenance (Dry) Inspection

City of De Pere Water Utility
2023 Reservoir/Tower Inspection Proposal

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

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

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

Lump Sum Price for Enterprise Reservoir Inspection: $4,250

Lump Sum Price for Ninth Street Water Tower Inspection: $4,250

Dixon Engineering, Inc,
Name of Firm

4811 S. 76th Street, Suite 109, Greenfield, WI 53220
Address of Firm

(414) 529-1859
Telephone Number

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

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

Kayla Mulcahy
Signature of Bidder

January 30, 2023
Date

Kayla Mulcahy
Print or Type Name of Bidder

Project Manager
Title

Estimated Start Date: April 25, 2023

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Water**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and Possible Action on Enterprise Drive Reservoir Mixer***

ATTACHMENTS:

- Consideration Enterprise Drive Reservoir Mixer 2023-02-13 (PDF)
- Reservoir Mixer Proposal Summary 2023-01-26 (PDF)
- 2023 Enterprise Drive Reservoir Mixer (PDF)
- Consultant Agreement Template 12-8 -2020 (PDF)
- KLM - De Pere, WI 2023 Enterpricse Drive Reservoir Mixer Proposal 2023.01.25 (PDF)
- City of De Pere WI 2023 Enterprise Reservoir Mixer Kasco Proposal (PDF)
- VEOLIA - Proposal (City of De Pere, WI) (PDF)
- W&R - 2023 Quote and Idea (PDF)

CITY OF DE PERE
MEMO

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

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

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

KLM Engineering, Inc., of Woodbury, MN

Enterprise Drive Reservoir = $ 36,813.00

Kasco Marine, of Prescott, WI

Enterprise Drive Reservoir = $ 59,008.00

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

Enterprise Drive Reservoir = $ 67,754.00

William Reid LTD, of Germantown, WI

Enterprise Drive Reservoir = $ 23,310.00

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

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

Reservoir Mixer Proposal Summary 1-26-2023

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

CITY OF DE PERE

Public Works Department

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

December 20, 2022

RE: Request for Proposals
2023 Enterprise Reservoir Mixer

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

Enterprise Reservoir

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

Scope of Work:

1. Review existing drawings and as-built documents of the reservoir and any other pertinent information regarding the reservoir in order to complete the scope of work for the project.

2. Prepare all reports for Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.

3. Provide submersible reservoir mixer for potable water.

    a. Reservoir mixer will completely mix the reservoir to maintain a consistent water temperature and chlorine residual. In addition, the reservoir mixer will completely mix the reservoir, so ice does not form inside the reservoir during the winter months.

    b. The reservoir mixer will be fully submersible, designed for potable water, and can be installed without reservoir entry.

    c. The reservoir mixer will operate continuously, all day and all night, using 120 VAC as the power source. The reservoir mixer will not have a gearbox and will not require lubrication.

    d. The reservoir mixer will have no visible defects, and have high quality welds, assembly, and corrosion resistant finish.

    e. The reservoir mixer will have a stainless-steel cable or retrieval chain.

    f. The reservoir mixer shall be the manufacturer's latest model and design.

    g. Installation of the reservoir mixer shall include any accessories necessary for proper operation of each reservoir mixer.

    h. Installation of the reservoir mixer shall include a control box and SCADA monitoring system for the reservoir mixer.

    i. Installation of the reservoir mixer shall include the **installation of all electrical items** necessary for operation of the reservoir mixer including any **trenching** required to make the connection to the City's electrical panel. All electrical work shall meet all State and municipal codes.

    j. The reservoir mixer will be certified to ANSI/NSF Standard 61 and will be compliant with all aspects of the Safe Drinking Water Act (SDWA).

k. The manufacturer of the reservoir mixer will have extensive experience in the production of such equipment, and the equipment will be manufactured in the United States.

l. The reservoir mixer will be warranted to be free of defects for a period of five (5) years. The five (5) year warranty shall include all parts and labor to address any defects. Contractor to provide written five (5) year warranty to the City.

4. Installation of the reservoir mixer shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statues, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the installation of the reservoir mixer.

Hours of Work:

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

Payment:

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

1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the installation of the reservoir mixer.

2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

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

Indemnification:

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

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

Insurance Requirements:

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000 per person/per accident.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

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

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1) Previous Experience: Past Work on projects of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

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

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

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

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

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

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

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric Zygarlicke
Water Department Supervisor, OIC

City of De Pere Water Utility
2023 Enterprise Reservoir Mixer Proposal

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

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

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

Lump Sum Price for Enterprise Reservoir Mixer: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

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

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

_____	_____
Signature of Bidder	Date
_____	_____
Print or Type Name of Bidder	Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

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

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

SAMPLE

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

SAMPLE

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

SAMPLE

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

SAMPLE

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

SAMPLE

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:

SAMPLE

If to City:

If to Consultant:

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

(COMPANY NAME)	CITY OF DE PERE, WISCONSIN
By: _____	By: _____
Name: _____	James G. Boyd, Mayor
By: _____	By: _____
Name: _____	Carey E. Danen, City Clerk

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

SAMPLE

City of De Pere Water Utility
2023 Enterprise Reservoir Mixer Proposal

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

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

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

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

KLM Engineering, Inc.

Name of Firm

1976 Wooddale Drive, Suite 4, Woodbury, MN 55125

Address of Firm

651-773-5111

Telephone Number

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

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

Signature of Bidder

January 25, 2023
Date

Dewey Prinzing
Print or Type Name of Bidder

Vice President of Business Development
Title

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

Estimated Work Days to Complete: 60 days

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

Attachment "A" - Proposal

January 25, 2023

Sent via Email Only

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

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

Dear Mr. Zygarlicke:

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

SCOPE OF WORK

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

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

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

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FEES

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

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

OWNER'S RESPONSIBILITIES

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

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

The Owner's personnel shall be responsible for:

- Providing access to the ground storage reservoir for the mixer installation.
- Connecting the SCADA control box to the City's Telemetry System.
- Providing a sales tax exemption form; or paying sales tax on the mixer and SCADA control box.
- Owner is responsible for any concrete or asphalt repair, removal and path.

  - The City needs to exchange a minimum of twenty (20%) percent of the water in the ground storage reservoir for the mixer to be effective. If the ground storage reservoir exchange rate is less than twenty (20%) percent, additional mixers may be required.
  - The mixer will mitigate heavy ice from capping over the reservoir at the high water level.

A licensed electrician is required to complete the electrical installation.

TERMS AND CONDITIONS

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

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

ADDITIONAL INFORMATION

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

SCHEDULE

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

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PREVIOUS EXPERIENCE

1,000,000-Gallon EWT Hydropillar
Chippewa Falls, WI
Owner: City of Chippewa Falls
Client: City of Chippewa Falls
Contact: Matt Boos 715-720-6983

50,000-Gallon GSR
Richland Center, WI
Owner: City of Richland Center
Client: City of Richland Center
Contact: Steve Krueger 608-647-4226

100,000-Gallon Double Ellipsoidal
Osceola, WI
Owner: City of Osceola
Client: City of Osceola
Contact: Rick Caruso 715-417-0039

200,000-Gallon Single Pedestal
Florence, WI
Owner: City of Florence
Client: City of Florence
Contact: Robert Friberg 715-528-3330

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REFERENCES - MIXERS

Chippewa Falls, WI
Owner: City of Chippewa Falls
Client: City of Chippewa Falls
Contact: Matt Boos 715-720-6983

Osceola, WI
Owner: City of Osceola
Client: City of Osceola
Contact: Rick Caruso 715-417-0039

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

Merrimac, WI
Owner: City of Merrimac
Client: City of Merrimac
Contact: Brian Mooney 608-493-2122

Wauwatosa, WI
Owner: City of Wauwatosa
Client: City of Wauwatosa
Contact: Adam Florin 414-479-8900

Florence, WI
Owner: City of Florence
Client: City of Florence
Contact: Robert Friberg 715-528-3330

West Bend, WI
Owner: City of West Bend
Client: West Bend Water Utility
Contact: Travis Thull 262-335-5040

Gillett, WI
Owner: City of Gillett
Client: City of Gillett
Contact: Ron Anderson 920-855-2255

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

Wisconsin Rapids, WI
Owner: Wisconsin Rapids
Client: WI Rapids Water Works & Lighting Comm.
Contact: Dale Scheunemann 715-423-6300

New Richmond, WI
Owner: City of New Richmond
Client: City of New Richmond
Contact: Dave Pufall 715-243-0436

Hertel, WI
Owner: St. Croix Chippewa Indians of WI
Client: St. Croix Chippewa Indians of WI
Contact: Dave Buck 715-349-2195

Richland Center, WI
Owner: City of Richland Center
Client: City of Richland Center
Contact: Steve Krueger 608-647-4226

Rib Lake, WI
Owner: City of Rib Lake
Client: City of Rib Lake
Contact: Dan Koehler 715-869-2811

LeRoy, WI
Owner: City of LeRoy
Client: City of LeRoy
Contact: Dale Klueger 920-583-3320

Spencer, WI
Owner: City of Spencer
Client: City of Spencer
Contact: John Dunbar 715-659-4644

Elroy, WI
Owner: City of Elroy
Client: City of Elroy
Contact: David Lund 608-462-2400

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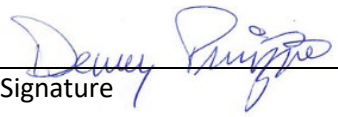
AGREEMENT

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

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

City of De Pere **925 South Sixth Street** **De Pere, Wisconsin 54115**	**KLM ENGINEERING, INC.** **1976 Wooddale Drive, Suite 4** **Woodbury, MN 55125**
	
Signature	Signature
	Dewey Prinzing
Name	Name
	Vice President of Business Development
Title	Title
	January 25, 2023
Date	Date

We look forward to working with you.

Sincerely,

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

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

Rev 2023.01.01

KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the "Agreement"). The Agreement may not be modified except by mutual agreement in writing.

2. **ADDITIONAL SERVICES**. Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.

3. **KLM CLIENT RESPONSIBILITIES**. The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client's behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.

4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.

5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.

6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.

7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

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

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.

9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.

10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.

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

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

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12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

13. **DELAYS**. If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.

14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.

15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.

16. **KLM'S DOCUMENTS**. All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent

17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.

18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.

19. **NONDISCRIMINIATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**

21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized represen**tatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and

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

23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.

25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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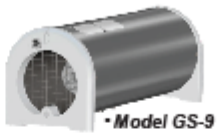
Brochure

IXOM WATERCARE

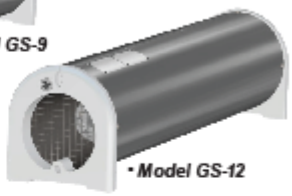
GridBee GS Series Submersible Mixers

Effective. Efficient. Affordable.

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



• Model GS-9

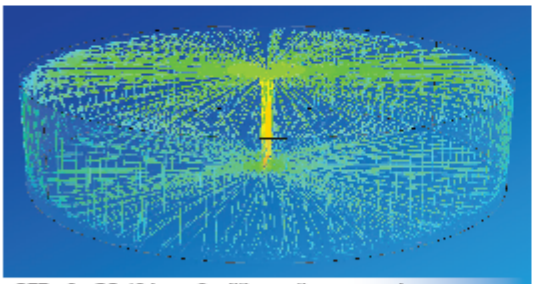


• Model GS-12

• Model GS-12-Air

Benefits

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



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

Performance Guaranteed.

Features

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

NSF / ANSI Standard 61 Certified By			
	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

NSF / ANSI Standard 372 Certified By			
	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

Effective mixing for any tank size, any tank build.

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1058_20200612

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

Brochure

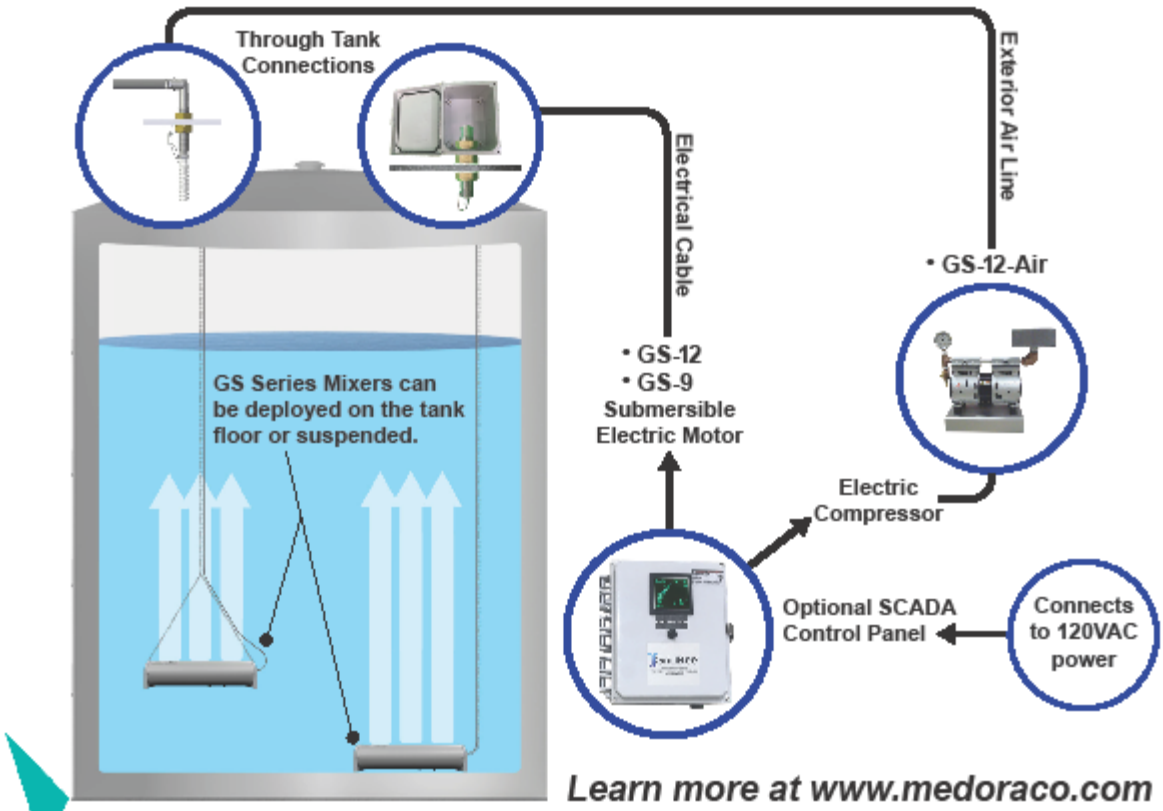
GridBee GS Series Submersible Mixers

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

Assembled Machine Dimensions

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

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



Learn more at www.medoraco.com

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

Technical Data Sheet

GridBee SCADA Panel

Part Number: 101846

Description

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

Specifications:

Power Source Required

120vAC, 20 Amp Outdoor Rated Receptacle

Enclosure

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

Open Collector Sinking Outputs

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

4-20 mA

Active 4-20mA, Output Load 250 Ohms
Linear Scaling: Mixer Current = (mA Value - 4) / 0.8
4 mA = 0 Amps Mixer Current
20 mA = 20 Amps Mixer Current
Signal Current:
Normal = 9.6 mA - 14.8 mA
Operating Status:
Normal (GREEN): 7.0 A - 13.5 A
Fault (RED): Outside of Normal Range
*Range is programmable via display meter.

On/Off Control Relay

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

Coil Power: 24 VDC nominal (19.2V to 28.4V DC)
Type: Normally open. Can be field adjusted to normally closed if required.
Auto Operating Temperature: -40°C to 55°C
Hand Operating Temperature: -40°C to 75°C

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

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

c UL us LISTED

Shipping Size/Weight

18 inch X 15 inch X 8 inch, 8 lbs

Warranty

Reference GridBee Product Limited Replacement Warranty.

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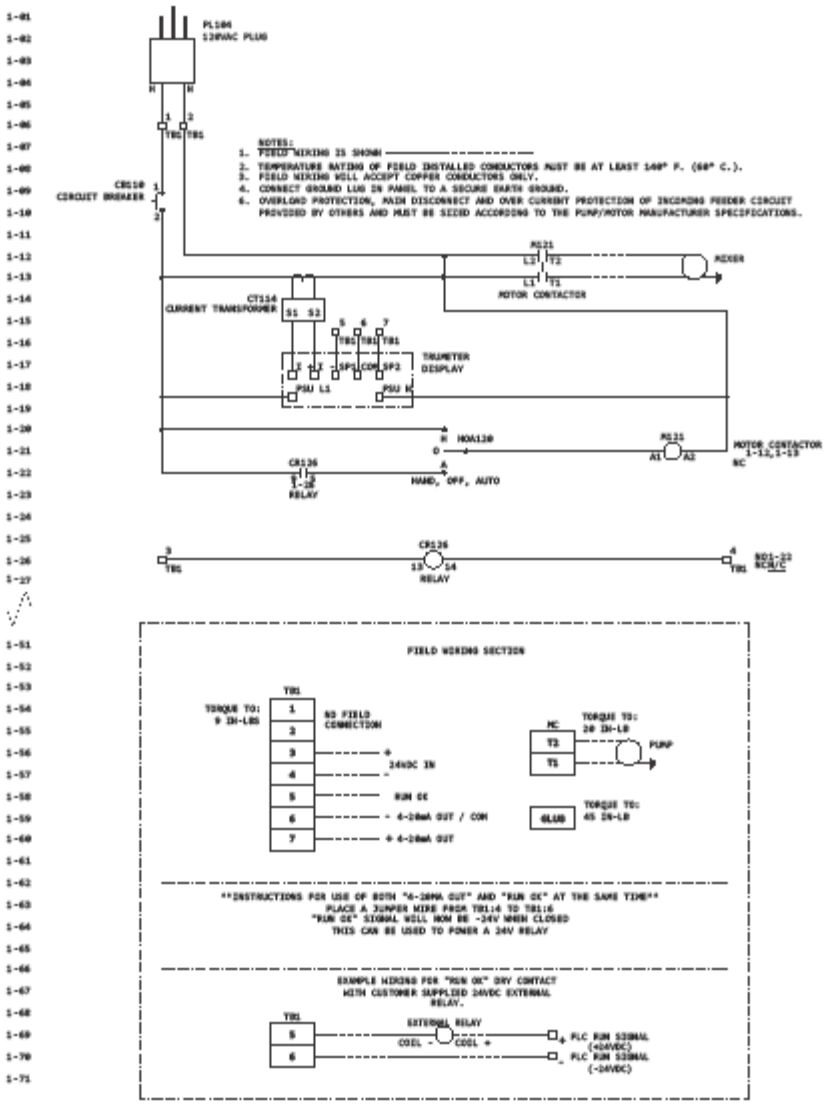
Technical Data Sheet

GridBee SCADA Panel

Electric Schematic



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

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2132_10448_20220119

PROPOSAL

To: Erik Zygarlicke - City of De Pere, WI Water Department Supervisor (920)339-4063
Date: 01/26/2023
Project Name: 2023 Enterprise Reservoir Mixer
Kasco Contact: Kara Fritze

Quote valid for 30 days.

APPLICATION

Kasco Marine appreciates the opportunity to provide a proposal for one (1) Kasco CertiSafe™ submersible tank mixer for the project listed above. This solution will eliminate the potential thermal and chemical stratification to improve chlorine residual and water quality. On the following pages, you find the equipment we recommended for this project, pricing for the equipment, and product information. Note that part numbers appear after the listed equipment for use In generating purchase orders.

KASCO COMPANY HISTORY

Kasco is a family-owned and operated company that offers cost-effective, energy-efficient water quality improvement solutions at a measurable value, supported by a team that brings unmatched industry knowledge, engineering expertise, and real-time customer service. With over 50 years of experience manufacturing submersible units, our production volume means fast lead times and value pricing on raw materials that we pass on to our customers.

Our NSF61-certified, energy-efficient mixing systems are repairable and re-buildable, designed with bearing ratings that last more than 20 years, a blend cycle time that consistently outperforms the competition, and mounting options to fit any custom, reservoir, standpipe, tank, or tower design with coating in mind. Kasco's CertiSafe™ Tank Mixer for potable water is certified and tested to strict NSF/ANSI 61 & 372 standards and is ETL Listed to UL and CSA standards. Our team of experienced water quality experts will work with you to analyze your water quality data, select the best product(s) for your application, and offer your community an energy-efficient mixing system, improving water quality from the tank to the tap.

If you have any questions, please contact me at your convenience. I am happy to provide relevant project references at your request. The Kasco team appreciates this opportunity to work with you to implement our water quality solution.

Kara Fritze
Municipal Sales Manager - Western US + Canada
D: 715.262.2333 C: 952.270.8773
kara.f@kascomarine.com

CERTISAFE by Kasco

PROPOSAL

1,250,000-Gallon Concrete Ground Storage Reservoir Mixer Package

Recommended Equipment	Quantity
3/4HP Kasco CertiSafe NSF 61 Mixer (120V), 50ft Power Cord - 3400C61050	**Qty. 1**
CertiSafe Floor Mount - RM-100	**Qty. 1**
CS-150 Advanced Control Panel, 120V - 176371	**Qty. 1**
3/4HP 5-year Warranty - EW0.75F	**Qty. 1**
Mixer Equipment Package Installation Performed by Manufacturer-Approved Contractor, including installation of all electrical work and trenching required.	2 Days

Total..... **SEE PROJECT BID FORM**

3400C61 Mixer

RM-100 Floor Mount

CS-150 Advanced Control Panel

EXCLUSIONS AND CLARIFICATIONS:
1. Estimated shipping cost within the continental U.S. is $175 per mixer package.
2. 50ft NSF61 underwater power cable is included.
3. 5-year warranty Included on all parts and labor.

City of De Pere Water Utility
2023 Enterprise Reservoir Mixer Proposal

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

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

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

Lump Sum Price for Enterprise Reservoir Mixer: $ 59,008.00

Kasco Marine
Name of Firm

800 Deere Rd. Prescott, WI 54021
Address of Firm

(952) 270-8773
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: Kasco Marine 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.

Kara Fritze
Signature of Bidder

1/26/23
Date

Kara Fritze
Print or Type Name of Bidder

Municipal Sales Manager
Title

Estimated Start Date: May 1, 2023

Estimated Work Days to Complete: 2 days

PROJECT: 2023 Enterprise Reservoir Mixer – City of De Pere, WI

Relevant Project References

NEENAH WATER UTILITY – WI
(2) 1 MG Potable Water Storage Tanks
(2) 3400C61 Kasco CertiSafe Active Tank Mixers
Anthony L. Mach - Water Treatment Manager
Office: (920) 886-6196
Cell: (920) 858-6300

CITY OF XENIA - OH
2.5MG Potable Water Ground Storage Tank
3400C61 Kasco CertiSafe Active Tank Mixer
Joe Bates - Water Treatment Supervisor
Cell: 937-776-5637
Office: 937-376-7269
Email: jbates@ci.xenia.oh.us

CITY OF NORTHFIELD, MN
(2) 1MG Potable Water Ground Storage Tanks
(2) 3400C61 Kasco CertiSafe Active Tank Mixers
Andrew Tussing
Utilities Supervisor
1101 College St
Northfield, MN 55057
Ph: 507-645-3088
Cell: 507-581-1312
Andrew.Tussing@ci.northfield.mn.us

Sincerely,
kara fritze

Kara Fritze
Municipal Sales Manager – Western US & Canada
Kasco Marine

2023 Enterprise Reservoir Mixer Proposal Form

City of De Pere Water Utility
2023 Enterprise Reservoir Mixer Proposal

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

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

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

Lump Sum Price for Enterprise Reservoir Mixer: **$67,754**

Utility Service Co., Inc

Name of Firm

535 General Courtney Hodges Boulevard, Perry, GA 31069

Address of Firm

(478) 396-9529

Telephone Number

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

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

Signature of Bidder

January 26, 2023 (01/26/2023)
Date

Jonathan Cato
Print or Type Name of Bidder

Chief Operating Officer (COO)
Title

Estimated Start Date: **The estimated start date is dependent on a the factors associated with this project. Unless the City of De Pere is completing it on our behalf, this project will require permitting. It takes about three (3) to five (5) months to get a permit, and the lead time to order and receive the mixer is approximately four (4) to six (6) weeks. Once these aspects have been completed, USCI would be able to provide the City of De Pere with a specific start date for the project.**

Estimated Work Days to Complete: **Two (2) Weeks or Less**

PWM400 Mixer
Product Data Sheet

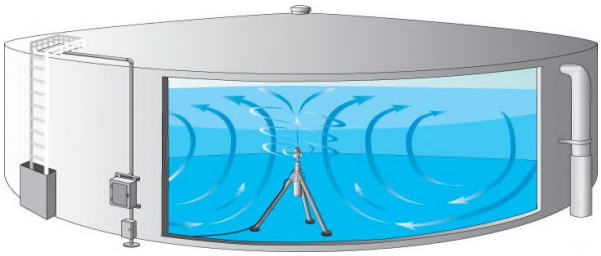
PAX Water Technologies
A UGSI SOLUTIONS COMPANY

Product Specification

PWM400 MIXER
Powerful Active Mixer for Water Storage Tanks

The PAX Water Mixer (PWM400) is a powerful active mixer that improves water quality in water storage tanks. The mixer's unique impeller creates a powerful vortex flow pattern to thoroughly circulate the entire tank volume while using very little energy. PAX Water Mixers are easy to install and maintain— no heavy cranes, lifting equipment or tank alterations are required and the mixer can be easily lowered through the tank hatch or installed by a diver.

- *Eliminates thermal stratification*
- *Improves disinfectant residual levels*
- *Lowers DBPs and nitrifying bacteria*
- *Protects tank from ice damage and corrosion*
- *Reduces variability in water taste and odor*



The PAX Water Mixer creates a powerful vortex flow pattern to thoroughly mix the entire tank volume.

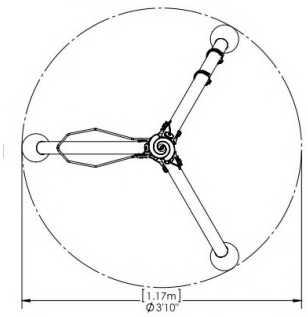
PAX Water Technologies
A UGSI SOLUTIONS COMPANY

Product Specification

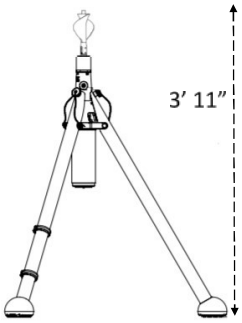
PWM400 MIXER

MIXER SPECIFICATIONS		
Control Center Power Supply Requirement	120 VAC, 50/60 Hz, 20 amp circuit	240 VAC, 50/60 Hz, 20 amp circuit
Motor Type	230 VAC, water-filled, water-lubricated	
RPM	2100	
Nominal Power Draw	0.575 kVA (575 watts)	
Impeller Specifications	316 stainless steel, 6” (16 cm) tall x 3” (8 cm) diameter	
Footprint Diameter	3’ 10” (117 cm)	
Height	3’ 11” (119 cm)	
Weight: Mixer Assembly	53 lbs. (24 kg)	
Control Center Dimensions	42 lbs. (19 kg) (20” x 16” x 8” / 50 cm x 40 cm x 20 cm)	
Material: Control Center	Powder-coated carbon steel, Type 4 enclosure	
Material: Stand	316 stainless steel	
Material: Motor Seals	Chlorine/chloramine-resistant NBR rubber	
Material: Feet	Chlorine/chloramine-resistant EPDM rubber	
Wiring	NSF 61 & UL-listed submersible pump cable 14 AWG (2.1 mm^2) XLPE (.78” x .28” / 20 mm x 7 mm)	

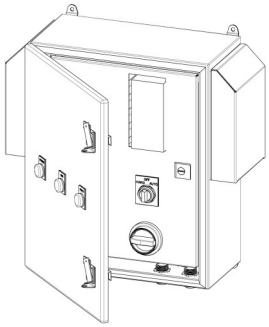
TOP VIEW



SIDE VIEW



CONTROL CENTER



NSF
Certified to NSF/ANSI 61

WILLIAM/REID
A Division of Gasvoda & Associates, Inc.

Quotation

Date: January 31, 2023

Quotation valid until: March 2, 2023

Prepared for: **City of De Pere**
Attn: Eric Zygarlicke

Prepared by: **Jason Metz**

Quotation Number: 013123 JBM

Project Reference: Enterprise Mixer

We are pleased to offer the following quotation for your consideration:

Quantity	Description	Unit Price EA
1	**Kasc 3/4 hp Mixer w/ 50' cable and Advanced Controller, floor mounted #3400C61050 w/ 5 year warranty**	16,310.00
1	**William Reid installation Services**	7,000.00
	For the next 5 years william Reid will servie any Kasco mixer in De Pere for a flat fee of $2,500.00 per event. **"Per event" means - removal and repalcment.** **Any mixer that is no longer under warranty could incure added cost by Kasco (repalcemnt parts for example)**	
	Total Investment	$23,310.00

TERMS: Net 30 days.

FREIGHT: F.O.B. Shipping Point, with Freight Allowed to the Jobsite.

START-UP: NO day(s) of start up services are included. Any additional will be billed at our standard rate.

TAXES: ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.

BMITTALS: N/A 6 weeks after receipt of order.

DELIVERY: 8 to 10 weeks after approval and authorization to proceed.

DURATION: After 30 days, we reserve the right to review, amend, or withdrawal this proposal.

WILLIAM/REID
A Division of Gasvoda & Associates, Inc.

Respectfully submitted,
Jason Metz
630-728-5146
eidltd.com

WILLIAM/REID
A Division of Gasvoda & Associates, Inc.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements. Please be sure to complete all of the information below so that we may get started on your order!

AUTHORIZATION TO PROCEED :

Authorization to proceed with placing the proposed equipment on order must be acknowledged by return of this document properly executed. Such acknowledgement will be considered as your acceptance of this proposal as written including terms and conditions. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

BILL TO: _____

_____

_____

SHIP TO: _____

_____

_____

E-MAIL ADDRESS FOR INVOICES: _____

TAGGING: _____

PO #: _____

ORDER CONTACT: _____ SITE CONTACT: _____

PHONE: _____ SITE PHONE: _____

TAXABLE: YES / NO If tax exempt, please return a copy of your tax exemption certificate.

ACCEPTED: _____

Authorized Signature

PRINT NAME: _____

TITLE: _____

DATE: _____

SPECIAL INSTRUCTIONS: _____

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Water**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and possible action to Reject Proposals for Enterprise Drive Reservoir Cleaning and Overcoating***

ATTACHMENTS:

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

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Eric J. Zygarlicke, Water Department Supervisor
Date: February 13, 2023
RE: Consideration and possible action to Reject Proposals for Enterprise Drive Reservoir Cleaning and Overcoating*

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

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

Classic Protective Coatings, of Menomonie, WI

Enterprise Reservoir = $ 116,080.00

Badger Specialty Coatings & Construction, of Janesville, WI

Enterprise Reservoir = $ 109,945.00

MIDOC Diving & Marine, of Rapid City, SD

Enterprise Reservoir = No Bid

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

Enterprise Reservoir = No Bid

Lane Tank Company, Inc., of Menomonie, WI

Enterprise Reservoir = No Bid

Pittsburg Tank & Tower Group, of Henderson, KY

Enterprise Reservoir = No Bid

St. Germain Sandblasting, of Negaunee, MI

Enterprise Reservoir = No Bid

James Orr Coating Inspection, LLC, of Madison WI

Enterprise Reservoir = No Bid

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

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

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

CITY OF DE PERE

Public Works Department

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

December 20, 2022

RE: Request for Proposals
2023 Enterprise Reservoir Cleaning & Overcoating

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

Enterprise Reservoir

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

Scope of Work:

1. Review existing drawings and as-built documents for the reservoir and any other pertinent information regarding the reservoir to complete the scope of work for the project.

2. The cleaning and overcoat painting shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statues, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.

3. Prepare all reports for Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.

4. Aggressive power wash of entire reservoir.

5. Overcoat of Euclid Tammscoat color Adobe on the pillars and color Summer on the tank and roof, or equivalent(s) of entire reservoir. Example: Tnemec Series 180 Tneme-Crete would be an acceptable replacement provided the color schemes match the existing, per City approval.

6. The overcoat painting will be warranted to be free of defects for a period of five (5) years. The five (5) year warranty shall include all parts and labor to address any defects.

7. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the exterior cleaning and overcoating of the reservoir.

Hours of Work:

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

Payment:

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

1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the exterior cleaning and overcoating of the reservoir.

2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

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

Indemnification:

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

Insurance Requirements:

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000 per person/per accident.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

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

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1) Previous Experience: Past Work on projects of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the cleaning and overcoat painting of the standpipe reservoir, and the anticipated start date on the proposal sheet provided with this proposal to complete all work mentioned above.

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

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

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

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

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

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric Zygarlicke
Water Department Supervisor, OIC

City of De Pere Water Utility
2023 Enterprise Reservoir Cleaning & Overcoating Proposal

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

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

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

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

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

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

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

_____	_____
Signature of Bidder	Date
_____	_____
Print or Type Name of Bidder	Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

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

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

SAMPLE

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

SAMPLE

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

SAMPLE

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

SAMPLE

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

SAMPLE

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:

SAMPLE

If to City:

If to Consultant:

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

(COMPANY NAME)	CITY OF DE PERE, WISCONSIN
By: _____	By: _____
Name: _____	James G. Boyd, Mayor
By: _____	By: _____
Name: _____	Carey E. Danen, City Clerk

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

SAMPLE

CITY OF DE PERE

Public Works Department

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

December 20, 2022

RE: Request for Proposals
2023 Enterprise Reservoir Cleaning & Overcoating

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

Enterprise Reservoir

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

Scope of Work:

1. Review existing drawings and as-built documents for the reservoir and any other pertinent information regarding the reservoir to complete the scope of work for the project.

2. The cleaning and overcoat painting shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statues, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.

3. Prepare all reports for Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.

4. Aggressive power wash of entire reservoir.

5. Overcoat of Euclid Tammscoat color Adobe on the pillars and color Summer on the tank and roof, or equivalent(s) of entire reservoir. Example: Tnemec Series 180 Tneme-Crete would be an acceptable replacement provided the color schemes match the existing, per City approval.

6. The overcoat painting will be warranted to be free of defects for a period of five (5) years. The five (5) year warranty shall include all parts and labor to address any defects.

7. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the exterior cleaning and overcoating of the reservoir.

Hours of Work:

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

Payment:

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

1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the exterior cleaning and overcoating of the reservoir.

2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

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

Indemnification:

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

Insurance Requirements:

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000 per person/per accident.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

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

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1) Previous Experience: Past Work on projects of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the cleaning and overcoat painting of the standpipe reservoir, and the anticipated start date on the proposal sheet provided with this proposal to complete all work mentioned above.

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

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

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

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

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

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric Zygarlicke
Water Department Supervisor, OIC

City of De Pere Water Utility
2023 Enterprise Reservoir Cleaning & Overcoating Proposal

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

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

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

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

Bader Specialty Coatings LLC

Name of Firm

4009 Sandhill Dr. Janesville,Wi

Address of Firm

(608)-290-3500

Telephone Number

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

Daniel Tuescher
Signature of Bidder

01-26-2023
Date

Daniel Tuescher
Print or Type Name of Bidder

Owner
Title

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

Estimated Work Days to Complete: **30**

ACORD

BADGSPE-01

TV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/23/2023

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

CERTIFICATE HOLDER

City of DePere
335 S Broadway
De Pere, WI 54115

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BADGSPE-01

TV

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DATE (MM/DD/YYYY)
1/23/2023

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

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	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			A739788	8/23/2022	8/23/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			A739788	8/23/2022	8/23/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		A484112	8/23/2022	8/23/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

City of DePere
335 S Broadway
De Pere, WI 54115

CANCELLATION

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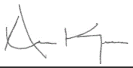
AUTHORIZED REPRESENTATIVE



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City of De Pere Water Utility

2023 Enterprise Reservoir Cleaning & Overcoating Proposal

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

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

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

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

Classic Protective Coatings, Inc.
Name of Firm

N7670 State Road 25 Menomonie, WI 54751
Address of Firm

715-233-6267
Telephone Number

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

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

Signature of Bidder

1-25-23
Date

Michael Burke
Print or Type Name of Bidder

Chief of Operations
Title

Estimated Start Date: May 2023

Estimated Work Days to Complete: 10

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and possible action on Leak Detection Survey***

ATTACHMENTS:

- Consider Leak Detection Survey 2-6-2023 (DOCX)
- 2023 Leak Detection RFP (DOC)
- Consultant Agreement Template 12-8 -2020 (PDF)
- 2023 Leak Detection Proposal Summary 2-1-2023 (PDF)
- Ferguson Waterworks - 2023 Leak Detection Survey (PDF)
- Faith Leak Detection Services - 2023 Leak Detection Survey (PDF)

CITY OF DE PERE
MEMO

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

The City currently is experiencing approximately an 13% water loss per the 2021 Public Service Commission report in the system. In order to determine where the water loss is, staff has requested proposals from firms that perform leak detection surveys. The intent of the survey is to locate where the leaks are in the system so that they can be fixed and reduce our water loss. The last leak detection survey was done in 2021 which found 22 leaks for an estimated loss of 103 gallons per minute. Estimated annual savings once leaks were repaired was $269,059.

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

Staff solicited eight (8) companies for proposals and has received (See attached proposals received) the following quotes for performing the leak detection survey:

Ferguson Waterworks Services, Appleton, WI	= $ 27,075.00
Faith Leak Detection Services, Green Bay, WI	= $28,500.00
AECOM, Milwaukee, WI	= No Bid
Leak Locators of Montana, LLC	= No Bid
ME Simpson Company, Waukegan, IL	= No Bid
Utility Service Associates, Kalispell, MT	= No Bid
Waterworks Services, Wausau, WI	= No Bid
Westrum Leak Detection, Stratford, IA	= No Bid

After reviewing the proposals, it is recommended that City hire Ferguson Waterworks Services, of Appleton, WI to perform the water leak detection survey in the amount of $ 27,075.00. The funding for this project was approved under the 2023 water utility budget under capital projects in the amount of $40,000.

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

January 3, 2023

RE: Request for Proposals
2023 Leak Detection Survey

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

Village of Allouez System Description

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

Hydrants	656
Water Valves	1155

Village of Denmark System Description

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

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

Hydrants	193
Curb Stops	942
Water Valves	451

City of De Pere System Description

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

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

Scope of Work:

1. Review existing water distribution system maps, street maps, and pertinent water system reports for each community.

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

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

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

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

3. Contractor is responsible to provide all equipment, manpower, materials, and transportation required to conduct accurate leak detection survey.

4. The Contractor shall conduct the leak detection survey with limited disruption to the current operation of the Water Utility's water distribution system. The Contractor shall coordinate the survey with the Water Utility. The Water Utility staff shall operate all valves, hydrants, and curb stops.

5. The Contractor shall conduct the leak detection survey with minimal disruption to traffic. The Contractor personnel shall comply with all traffic regulations and Manual of Uniform Traffic Control Device requirements for working within the street.

6. With prior approval, the Contractor is permitted to perform the leak detection survey during weekends and abnormal working hours, to avoid heavy traffic and/or noise. Note that the Water Utility is only available to provide guidance and answer questions during the following hours:

    - Village of Allouez: Monday – Thursday 6:30 AM to 3:30 PM; Friday 6:30 AM to 10:30 AM
    - Village of Denmark: Monday – Friday 7:00 AM to 3:30 PM
    - City of De Pere: Monday – Friday 7:00 AM to 3:30 PM

7. When a leak is suspected on a water service, the Water Utility shall turn off the water at the curb stop box and the contractor shall listen to determine if the leak is on the homeowner's side of the curb box.

8. Contractor shall prepare an inventory of defective system components such as valves, hydrants, meters, and curb stops, which are noted in the course of field investigation and activities. Contractor shall also note any map errors in the course of carrying out the leak detection survey.

9. The contractor shall prepare a final report showing the results of the leak detection and location survey. The report shall include a summary of the project, method and equipment used to complete the leak detections, and a list of leakage located by type, location, and estimated quantity of leakage. The final report will contain recommendations for future work based on the results of this survey.

10. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Payment:

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

1) The Water Utility has received the final report showing the results of the leak detection survey.

2) A detailed invoice is submitted to Water Utility for the work has been completed.

Schedule:

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

Indemnification:

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

Insurance Requirements:

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1) Description of Methodology: The proposals must include a brief description of the methodology proposed to perform the leak detection survey. The description should include a description of the technology and equipment to be used to detect the leak (acoustic, ultrasonic, tracer, etc.) and the means to estimate leak volume. Include any innovative methods and their benefit to the project.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the survey and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

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

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

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

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

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

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

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

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

Sincerely,

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

Village of Allouez Water Utility
2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

_____
Fax Number

_____
Email Address

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

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

_____	_____
Signature of Bidder	Date
_____	_____
Print or Type Name of Bidder	Title
_____	_____
Signature of Owner	Date
_____	_____
Print or Type Name of Owner	Title

Estimated Start Date: _____

Estimated Workdays to Complete: _____

Village of Denmark Water Utility
2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

_____
Fax Number

_____
Email Address

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

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

_____ _____

Signature of Bidder Date

_____ _____

Print or Type Name of Bidder Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

City of De Pere Water Utility
2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

_____
Fax Number

_____
Email Address

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

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

_____ _____

Signature of Bidder Date

_____ _____

Print or Type Name of Bidder Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

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

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

SAMPLE

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

SAMPLE

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

SAMPLE

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

SAMPLE

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

SAMPLE

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:

SAMPLE

If to City:

If to Consultant:

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

(COMPANY NAME)	CITY OF DE PERE, WISCONSIN
By: _____	By: _____
Name: _____	James G. Boyd, Mayor
By: _____	By: _____
Name: _____	Carey E. Danen, City Clerk

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

SAMPLE

Leak Detection Proposals Summary 2-1-2023

Company Name	Community	LS
Faith Leak Detection Services		
	Village of Allouez	$13,499.00
	Village of Denmark	$7,500.00
	City of De Pere	$28,500.00
Ferguson Waterworks Services		
	Village of Allouez	$15,800.00
	Village of Denmark	$9,025.00
	City of De Pere	$27,075.00
AECOM		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid
Leak Locators of Montana, LLC		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid
ME Simpson Company		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid
Utility Service Associates		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid
Waterworks Services		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid
Westrum Leak Detection		
	Village of Allouez	No Bid
	Village of Denmark	No Bid
	City of De Pere	No Bid

FERGUSON WATERWORKS

Leak Detection Survey Method

A. Scope

Services to be provided for the project are as follows:

1. Conduct a leak detection and location survey with Gutermann Aqua Scope Sonic Leak Detection equipment on the entire water distribution system. The survey will be conducted utilizing the following two methods.

2. After the initial sonic leak survey of a portion of the system is completed, indications of leaks will be verified a second time, after which the leaks will be located with a Gutermann 600 or 610 computer programmed leak correlator.

3. This survey will be conducted primarily during normal working hours with additional leak detection being conducted during late evening and/or early morning hours in areas of high traffic volume.

4. A daily report of any leaks will be provided. Hydrant leaks will need to be repaired in a timely manner so areas may be rechecked for underlying leaks.

5. Prepare a final report with the results of our findings. The final report will contain recommendations for future work based on the results of this survey. An estimated water loss analysis will be given based on experience, type of leak and pressure on main.

   NOTE: GPM is an estimate only.

B. Client's Responsibilities Apply for all Scopes of Work.

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

1. All available street maps, water distribution system maps, available plans of existing facilities and similar information which may be required for the project.

FERGUSON WATERWORKS

Leak Survey References

Village of Bellevue
2828 Allouez Avenue
Green Bay, WI 54311
Mike Mahloch
(920) 468-5225

De Pere Water Department
925 S. Sixth St.
De Pere, WI 54115
Eric Zygarlicke
(920) 339-4060

Grand Chute Water Utility
1900 Grand Chute Blvd.
Appleton, WI 54913
John Urban
(920) 832-1581

Marshfield Utilities
2000 S. Central Ave.
Marshfield, WI. 54449
Eric Boon
(715) 305-3809

City of Nekoosa
951 Market St.
Nekoosa, WI 54457
Rick Schmidt
(715) 572-3614

Onalaska Municipal Water Utility
4150Main St.
Onalaska, WI 54650
John Wiatt
(608) 781-9543

3.6.e

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2022

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of North Ameri	43575
INSURER C: ACE Fire Underwriters Insurance Company	20702
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ferguson Enterprises, LLC and Subsidiaries
(See Attached Named Insured Schedule)
12500 Jefferson Avenue
Newport News, VA 23602

COVERAGES **CERTIFICATE NUMBER:** W26882022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			HDO G72489494	05/01/2022	05/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 5,000,000 $ 5,000,000 $ 5,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] Self-Insured [X] Physical Damage			ISA H25564637	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 5,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C68925289	05/01/2022	05/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	Workers' Compensation & Employers Liability - AZ/CA/MA Per Statute			WLR C68925320	05/01/2022	05/01/2023	E.L. Each Accident E.L. Disease -Pol Lmt E.L. Disease-Each Emp	$2,000,000 $2,000,000 $2,000,000

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

Workers Compensation Policy WLR C68925289 provides coverage for AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV

SEE ATTACHED

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SR ID: 23431483 BATCH: 2772333

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Northeast, Inc.	Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702

POLICY NUMBER: RWC C68925368 EFF DATE: 05/01/2022 EXP DATE: 05/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation &	E.L. Each Accident	$2,000,000
Employers Liability - WI	E.L. Disease -Pol Lmt	$2,000,000
Per Statute	E.L. Disease-Each Emp	$2,000,000

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SR ID: 23431483 BATCH: 2772333 CERT: W26882022

As of 12/13/2022

FERGUSON ENTERPRISES, LLC

ACTIVE DBA SUBSIDIARY LIST

Entity Name	Entity Name
Aaron and Company, Inc. (effective 5/23/2022)	Ferguson Enterprises LLC dba Plumbers Supply Company of St. Louis (eff 2/16/2022)
AC Wholesalers	Ferguson Enterprises of Virginia, LLC
ACF Environmental (effective 11/16/2020)	Ferguson Facilities Supply (FEI)
Action Automation, a Wolseley Industrial Group company (eff 8/20/2018)	Ferguson Facilities Supply (for Matera Paper -TX only)
Action Plumbing Supply (effective 7/15/2019)	Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)
Adirondack Piping Solutions (effective 2/7/2022)	Ferguson Fire & Fabrication, Inc.
ADL (effective 7/16/2018)	Ferguson Fire & Fabrication International
Airefco (effective 11/16/2022)	Ferguson Heating & Cooling
Alaska Pipe & Supply	Ferguson Hospitality Sales
Amerock, LLC (effective 1/11/2021)	Ferguson HVAC – Air Cold
Amerock Holdings, Inc. (effective 1/11/2021)	Ferguson HVAC – EastWest Air
AMS Steam Products (effective 12/13/2021)	Ferguson HVAC – Lyon Conklin
Andrews Lighting & Hardware Gallery	Ferguson Industrial (effective 3/15/2022)
The Ar-Jay Center	Ferguson Integrated Services
Atlantic American Fire Equipment Company	Ferguson International
Avallon Global	Ferguson Panama, S.A.
BAC Appliance Center	Ferguson Parts & Packaging
Bath + Beyond	Ferguson Valve & Automation
Bayport Partners, LLC	Ferguson Waterworks
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Ferguson Waterworks - Municipal Pipe
Brock-McVey (effective 7/30/2018)	Ferguson Waterworks - Red Hed
Bruce-Rogers Company	Ferguson Waterworks EPPCO
Build.com, Inc. (fka Improvement Direct, Inc.)	Ferguson Waterworks International
Cal-Steam	Founders Kitchen & Bath, Inc. (effective 4/25/2022)
Canyon Pipe & Supply (effective 7/26/2021)	Galleria Bath & Kitchen Showplace
Capital Distributing (effective 10/29/2018)	Grand Junction Pipe (effective 9/24/2018)
City Lights Design Showroom	HM Wallace, Inc.
CFP	Hot Water Products (effective 12/13/2021)
Clawfoot Supply, LLC	Hot Water Sales and Associates (effective 12/13/2021)
Cline Contract Sales	H.P. Products Corporation
Columbia Pipe & Supply LLC (eff 3/13/2020)	HP Logistic, Inc.
Custom Lighting & Hardware	Improvement Brands Holdings, Inc.
D2 Land & Water Resource (effective 7/18/2022)	Industrial Hub of the Carolinas
Davies Water	Innovative Soil Solutions LLC (effective 7/29/2019)
DBS Holdings, Inc.	James Martin Signature Vanities, LLC (effective 1/28/2019)
Dealernet	J&G Products
Duhig Stainless (effective 3/12/2018)	Jones Stephens Corp. (effective 8/13/2018)
Energy & Process Corporation	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
Equarius Waterworks, Meter & Automation Group	J.D. Daddario Company
Factory Direct Appliance	Joseph G. Pollard Co.
Ferguson Bath & Kitchen Gallery	JWIT Hydrotherapy Bath Solutions (effective 3/16/2020)
Ferguson Bath, Kitchen & Lighting Gallery	Karl's Appliances
Ferguson.com	Kitchen Art (effective 2/4/2019)
Ferguson CESCO, Inc.	Lakeland Plumbing Supply, LLC
Ferguson Direct	Lighting Design Center
Ferguson CeSCO, Inc.	Lighting Unlimited
Ferguson Enterprises, Inc.	Lincoln Products
Ferguson Enterprises, LLC	Linwood Pipe and Supply
Ferguson Enterprises LLC dba Henry Plumbing Kitchen & Bath Galleries (eff 2/9/2022)	Living Direct, Inc.
Ferguson Enterprises LLC dba Henry Plumbing Supply (effective 2/9/2022)	Louisiana Utilities Supply Company
Ferguson Enterprises LLC dba Henry Kitchen & Bath (effective 2/16/2022)	LUSCO

As of 12/13/2022

FERGUSON ENTERPRISES, LLC

ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST

Entity Name
Mahwah Realty, LLC
Maskir Properties Inc.
Matera Paper Company, Inc.
Max Industries, Ltd. (effective 1/28/2019)
McFarland Supply
Meyer Appliance (effective 9/20/2021)
MFP Design (effective 3/25/2020)
Michigan Meter
Millennium Lighting, Inc. (effective 8/27/2018)
Minka Lighting, LLC (effective 7/25/2022)
Mission Valley Pipe (effective 6/3/2019)
Mississippi Utility Supply Co. (MUSCO)
Moore Industrial Supply (effective 7/12/2021)
Myers HVAC Supply
National Fire Products
New Jersey Plumbing Group, LLC
New York Plumbing Designs, LLC
North Point Plumbing Supply, LLC
Old Dominion Supply, Inc. (effective 10/26/2020)
Orange County Plumbing Group, LLC
Palm Designs LLC
PCS Industries
PL Sourcing
Plumb Source
Plumbers Supply Company (effective 1/24/2022)
Plumbing Décor
Plumbing Holdings Corp.
Pollardwater
Powell Pipe & Supply Co.
Power Equipment Direct Inc.
Power Process Equipment (effective 12/5/2022)
Process Instruments & Controls, LLC (effective 9/9/2019)
Professional's Bath Source
PV Sullivan Supply
Ramapo Wholesalers
RB Huntington Realty, LLC
Rencor Controls (effective 3/16/2020
Robertson Supply (effective 11/19/2018)
Rocky Hollow Realty, LLC
Renwes Sales
Redlon & Johnson
Reese Kitchen, Bath & Lighting Gallery
Royal Pacific Limited (effective 11/22/2021)

Entity Name
S.W. Anderson Sales Corporation (effective 11/11/2019)
Safe Step Walk in Tub (effective 11/1/2021)
Safe Step Walk in Tub, LLC (effective 7/31/2018)
SG Supply Co.
Ship-Pac
Signature Hardware
SimplyPlumbing, LLC
SOS Sales
Southhampton Realty Corp.
Stock Loan Services, LLC
Sunstate Meter & Supply, Inc. (effective 10/25/2021)
Supply.com
Tarpon Wholesale Supplies
The Davidson Group
The Kitchen Showcase (effective 6/21/2021)
The Plumbing Source
The Stock Market
Tinkar Realty, LLC
TotalFab, LLC
TPW Kitchen & Bath
Triton Environmental (effective 6/27/2022)
Uncle Sam Piping Solutions (effective 2/7/2022)
Wallwork (effective 12/10/2018)
Wanlyn Realty Corp.
Waterworks Industries
Webb Distributors
Western Air Supply
Westfield Lighting
Wholesale Group
Wholesale Group Operations, Inc.
Wolseley (Barbados) Ltd
Wolseley de Puerto Rico, Inc.
Wolseley Financial Services
Wolseley Industrial Group
Wolseley Integrated de Mexico S.A. de C.V.
Wolseley Investments North America, Inc.
Wolseley Investments, Inc.
Wolseley NA Construction Services, LLC
Wolseley NA Finance, Inc.
Wolseley Staffing de Mexico S.A. de C.V.
WPCC Forwarding
Wright Plumbing Supply

Village of Allouez Water Utility
2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: $ 15,800.00

Ferguson Waterworks
Name of Firm

5350 N. Richmond St Appleton, WI 54913
Address of Firm

(920) 213-1730 or (920) 731-3252
Telephone Number

(920) 731-2305
Fax Number

Douglas.Geies@Ferguson.com
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: Ferguson Waterworks and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder — Date: 11/30/23

Douglas Gries — Print or Type Name of Bidder

Services Director — Title

Signature of Owner — Date: 1/30/23

Gregg C. Huth — Print or Type Name of Owner

General Manager — Title

Estimated Start Date: 4/1/23

Estimated Workdays to Complete: 14 days

Village of Denmark Water Utility
2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: $ 9025.00

FERGUSON WATERWORKS
Name of Firm

5350 N. Richmond St. Appleton, WI 54952
Address of Firm

(920) 213-1730 or (920) 731-3252
Telephone Number

(920) 731-2305
Fax Number

Douglas.Geiss@Ferguson.com
Email Address

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

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

Signature of Bidder

1/30/23
Date

Douglas Gries
Print or Type Name of Bidder

Services Director
Title

Estimated Start Date: 4/24/23

Estimated Work Days to Complete: 10

City of De Pere Water Utility
2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: $ 27,075.00

FERGUSON WATERWORKS
Name of Firm

5350 N. Richmond ST. Appleton, WI 54913
Address of Firm

(920) 213-1730 or (920) 731-3252
Telephone Number

(920) 731-2305
Fax Number

Douglas.Gries@Ferguson.com
Email Address

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

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

Signature of Bidder

1/30/23
Date

Douglas Geies
Print or Type Name of Bidder

Services Director
Title

Estimated Start Date: 5/15/23

Estimated Work Days to Complete: 24

January 3, 2023

RE: Request for Proposals
2023 Leak Detection Survey

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

Village of Allouez System Description

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

Hydrants	656
Water Valves	1155

Village of Denmark System Description

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

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

Hydrants	193
Curb Stops	942
Water Valves	451

City of De Pere System Description

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

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

Scope of Work:

1. Review existing water distribution system maps, street maps, and pertinent water system reports for each community.

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

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

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

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

3. Contractor is responsible to provide all equipment, manpower, materials, and transportation required to conduct accurate leak detection survey.

4. The Contractor shall conduct the leak detection survey with limited disruption to the current operation of the Water Utility's water distribution system. The Contractor shall coordinate the survey with the Water Utility. The Water Utility staff shall operate all valves, hydrants, and curb stops.

5. The Contractor shall conduct the leak detection survey with minimal disruption to traffic. The Contractor personnel shall comply with all traffic regulations and Manual of Uniform Traffic Control Device requirements for working within the street.

6. With prior approval, the Contractor is permitted to perform the leak detection survey during weekends and abnormal working hours, to avoid heavy traffic and/or noise. Note that the Water Utility is only available to provide guidance and answer questions during the following hours:

    - Village of Allouez: Monday – Thursday 6:30 AM to 3:30 PM; Friday 6:30 AM to 10:30 AM
    - Village of Denmark: Monday – Friday 7:00 AM to 3:30 PM
    - City of De Pere: Monday – Friday 7:00 AM to 3:30 PM

7. When a leak is suspected on a water service, the Water Utility shall turn off the water at the curb stop box and the contractor shall listen to determine if the leak is on the homeowner's side of the curb box.

8. Contractor shall prepare an inventory of defective system components such as valves, hydrants, meters, and curb stops, which are noted in the course of field investigation and activities. Contractor shall also note any map errors in the course of carrying out the leak detection survey.

9. The contractor shall prepare a final report showing the results of the leak detection and location survey. The report shall include a summary of the project, method and equipment used to complete the leak detections, and a list of leakage located by type, location, and estimated quantity of leakage. The final report will contain recommendations for future work based on the results of this survey.

10. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Payment:

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

1) The Water Utility has received the final report showing the results of the leak detection survey.

2) A detailed invoice is submitted to Water Utility for the work has been completed.

Schedule:

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

Indemnification:

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

Insurance Requirements:

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1) Description of Methodology: The proposals must include a brief description of the methodology proposed to perform the leak detection survey. The description should include a description of the technology and equipment to be used to detect the leak (acoustic, ultrasonic, tracer, etc.) and the means to estimate leak volume. Include any innovative methods and their benefit to the project.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the survey and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

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

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

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

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

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

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

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

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

Sincerely,

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

2023 LEAK DETECTION CONTRACTOR LIST

Steve (Boz) Neumann
Ferguson Waterworks Services
5350 North Richmond Street
Appleton, WI 54913-6937
Office: (920) 731-3252
Cell: (920) 740-2341
Email: steven.neumann@ferguson.com

Tim Wolf
AECOM
1555 N River Center Drive
Suite 214
Milwaukee, WI 53212
(414) 944-6080
Email: tim.wolf@aecom.com

Mr. Joe Nepras
ME Simpson Company
2761 N Delany Road
Waukegan, IL 60087
cell: 815-347-5431
Office: 800.255.1521
joen@mesimpson.com

For Mailing Purposes Only:
Corporate Office:
ME Simpson Co, Inc
3406 Enterprise Ave
Valparaiso, IN 46383

Mr. Cayd Mathiasen
Utility Service Associates
916 W Center Street
Kalispell, MT 59901
(406) 890-2575
Email: cmathiasen@nrwloss.com

Mr. Troy Westrum
Westrum Leak Detection
3226 360th Street
Stratford, IA 50249
515-838-2222
Fax: 515-838-2225
Email: t-roy@globalccs.net

Mr. Brandon Ball
Waterworks Services
158063 E. Wausau Avenue
Wausau, WI 54403
(715) 660-8809
Brandon@WaterworksServices.com

Michael Carothers
Sewerin
Cell: 406-223-2500
leaklocatorsofmontana@gmail.com

John Paalman
Faith Leak Detection
2800 Howard Commons
Apt 322
Howard, WI 54313
Cell: (920) 200-959
faithleakdetection@gmail.com

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

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

SAMPLE

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

SAMPLE

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

By: _____
Name: _____

By: _____
Name: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

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

SAMPLE

Village of Allouez Water Utility
2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: $ 13,499.00

Faith Leak Detection Services
Name of Firm

2800 Howard Cmns #322, Howard, WI 54313
Address of Firm

920-200-2959
Telephone Number

Fax Number

faithleakdetection@gmail.com
Email Address

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

representative of: Faith Leak Detection Services 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

01/30/2023
Date

John Paalman
Print or Type Name of Bidder

Owner
Title

Estimated Start Date: June 2023

Estimated Workdays to Complete: 20

Village of Denmark Water Utility
2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: $ 7,500.00

Faith Leak Detection Services
Name of Firm

2800 Howard Cmns #322, Howard, WI 54313
Address of Firm

920-200-2959
Telephone Number

faithleakdetection@gmail.com
Email Address

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

representative of: Faith Leak Detection Services 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

01/30/2023
Date

John Paalman
Print or Type Name of Bidder

Owner
Title

Estimated Start Date: March/April

Estimated Work Days to Complete: 10

City of De Pere Water Utility
2023 Leak Detection Survey Proposal

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

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

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

Lump Sum Price for Leak Detection Survey: $ 28,500.00

Faith Leak Detection Services
Name of Firm

2800 Howard Cmns #322, Howard, WI 54313
Address of Firm

920-200-2959
Telephone Number

faithleakdetection@gmail.com
Email Address

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

representative of: Faith Leak Detection Services 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

01/30/2023
Date

John Paalman
Print or Type Name of Bidder

Owner
Title

Estimated Start Date: June

Estimated Work Days to Complete: 35

LEAK DETECTION AND HYDRANT PAINTING
FAITH
LEAK DETECTION SERVICES

Leak Detection Survey Method

January 27, 2023

A. Scope

Services to be provided for the project are as follows:

1. Conduct a leak detection and location survey in two phases. A **sonic detection Phase and computer correlation and pinpoint phase.** This will include the entire water distribution system as specified in the bid package. The survey will be conducted utilizing the following two methods.
   Note. We will have regular meetings with the city to keep you informed of our findings.

Sonic Phase

1. Guttermann Aquascope sonic leak Detection equipment will be used to conduct this portion of the survey, any indications of leaks will be verified a second time.

Correlation & Pinpoint Phase

1. A Guttermann leak detection noise correlator will be used in this phase to pinpoint the leaks.
2. This survey will be conducted primarily during normal working hours with additional leak detection being conducted during late evening and/or early morning hours in areas of high traffic volume.

   Hydrant leaks need to be fixed in a timely manner; areas may be rechecked for underlying leaks.
3. Prepare a final report with the results of our findings. The final report will contain recommendations for future work based on the results of this survey. An estimated water loss will be given this will be based on experience, type of leak and pressure of main.

   Note. A sample report will be added for your inspection.

B. Client's Responsibilities Apply for all Scopes of Work

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

1. All available street maps, water distribution system maps, available plans of existing facilities, and similar information which may be required for the project.
2. the contact information of someone who is familiar with the system.
3. Clearly make and provide access to all valves, curb stops by marking in line with curb box on the curb and uncovering if possible and cleaning valves boxes where required prior to initiation of field activities.

Feel free to call me if you need any further information.

Best regards,

John Paalman
Cell: 920-200-2959

LEAK DETECTION AND HYDRANT PAINTING

FAITH

LEAK DETECTION SERVICES

LEAK DETECTION REPORT

SAMPLE

LOCATION:

[CITY]

PROJECT COMPLETION:

[DATE]

FAITH LEAK DETECTION AND HYDRANT PAINTING
LEAK DETECTION SERVICES

[DATE]

[CUSTOMER]

RE: [PROJECT] – Leak Detection Survey

Dear [CONTACT]:

This report provides a summary of the complete findings from the leak s[illegible]e conducted.

Our thorough review included progress discussions betwe[illegible]ur surveyor and your technician, reviewing each leak location and corrective plan o[illegible]ti[illegible]. These discussions also included on-site collaboration [illegible] pinpoint o[illegible]e leak when appropriate.

The survey resulted in several leaks being iden[illegible]. Specific leak locations are listed in Appendix I. Estimated water loss per leak is provi[illegible]in Appendix II. These numbers are estimated, based on correlation[illegible]ils and our e[illegible]perience in the industry. Lastly, repairs made as well as unresolved [illegible]t the close of the survey are shown in Appendix III. This includes estimation [illegible]of i[illegible]ediate savings and continued loss both financially and in water sup[illegible].

We appreciate the opportunity [illegible]provid[illegible]assistance to the Water Department. As you take action to address any outsta[illegible]ng leaks, please keep us in mind. We can assist with any final correlations before yo[illegible]dig.

If you have any q[illegible]stio[illegible]omments, please feel free to contact me direct. My cell phone number is 9[illegible].2959.

Best[illegible]ards,

Joh[illegible]

SAMPLE

Appendix I
[CUSTOMER]
[YEAR] Leak Detection Survey
Locations of Leaks Identified

SAMPLE

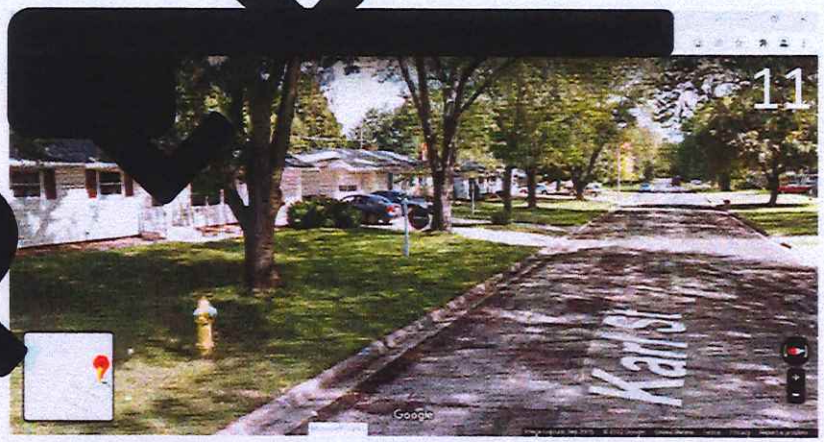
HYDRANT LEAKS FOUND: 13

1. [ADDRESS (TYPE)]
2. [ADDRESS (TYPE)]
3. [ADDRESS (TYPE)]
4. [ADDRESS (TYPE)]

5. [ADDRESS (TYPE)]
6. [ADDRESS (TYPE)]
7. [ADDRESS (TYPE)]
8. [ADDRESS (TYPE)]

SAMPLE

9. [ADDRESS (TYPE)]
10. [ADDRESS (TYPE)]
11. [ADDRESS (TYPE)]
12. [ADDRESS (TYPE)]



SAMPLE

13. [ADDRESS (TYPE)]

SAMPLE

SERVICE LEAKS FOUND: [#]

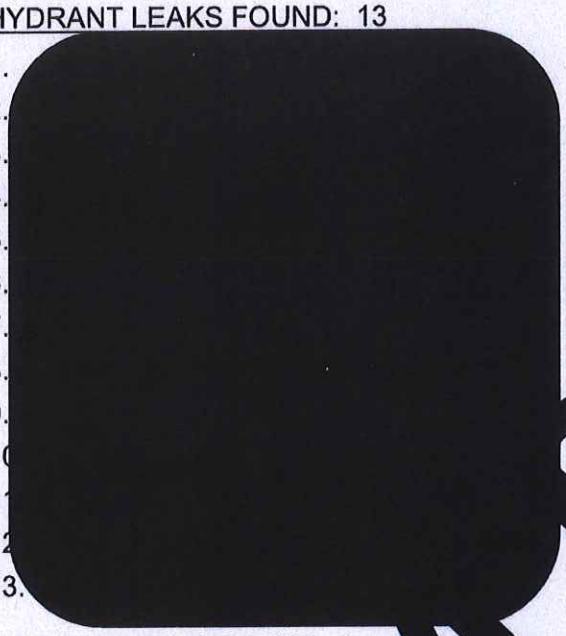
1. [ADDRESS]
2. [ADDRESS]

VALVE LEAKS FOUND: 0

Appendix II
[CUSTOMER]
[YEAR] Leak Detection Survey
Water Loss Estimates

Based on details of the leak correlations and past leak experience, estimated water loss results are presented.

HYDRANT LEAKS FOUND: 13



1.	Est Loss 1-2 GPM
2.	Est Loss 2-3 GP
3.	Est Loss 1-2 G
4.	Est Loss 2-3 GP
5.	Est Loss 1-2 GPM
6.	Est oss 1-2 GPM
7.	Est L 1-2 GPM
8.	Est Loss
9.	Est Loss 1-2 PM
10	st Loss 2-3 GPM
11	Est Loss 2-3 GPM
12	Est Loss 1-2 GPM
13.	st Loss 6-7 GPM

SERVICE LEAKS FOUND: 2

1.	Est Loss 2-3 GPM
2.	Est Loss 2-3 GPM

TOTAL ESTIMATE WATER LOSS	**26-41 GPM**
Loss per thousand	
	262 – 413 GPM
Per Mont	1,123 – 1,771 GPM
Per	12,665 – 21,549 GPM

TOTA ESTIMATED FINANCIAL LOSS	
Cost per 1,000 GPM	$4.97
Per Week	$1,302 – 2,054
Per Month	$5,582 – 8,082
Per Year	$67,918 – 107,101

SAMPLE

Appendix III
[CUSTOMER]
[YEAR] Leak Detection Survey
Financial Estimates – Savings and Losses

With each leak identified, attempts were made to resolve the issue. These results include areas where some leaks were not shut down and continue to be an issue. Based on correlations and water leak experience, the GPM numbers presented are estimates.

LEAKS RESOLVED DURING THE COURSE OF THE SURVEY

1.	[redacted]	City moved hydrant
2.		We shut down leak
3.		We shut down leak
4.		We shut down leak
5.		We shut down leak
6.		We shut down leak
7.		We shut down leak
8.		We shut down leak
9.		We replaced hydrant

TOTAL ESTIMATED FINANCIAL SAVINGS

Per Week	$801 – 1,252
Per Month	$3,435 – 4,928
Per Year	$41,796 – 65,305

LEAKS TO BE ADDRESSED BY [CUSTOMER]

HYDRANT LEAKS

1.	[redacted]	Unable to shut down
2.		Unable to shut down
3.		Unable to shut down
4.		Unable to shut down

SERVICE LEAKS

1.	[redacted]	
2.		

ESTIMATED CONTINUED FINANCIAL LOSS

Per Week	$501 – 801
Per Month	$2,147 – 3,435
Per Year	$26,122 – 41,796

SAMPLE

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on Establishing Special Assessment Rates for Storm Sewer Main and/or Laterals**

ATTACHMENTS:

- 2023 0213 CI_BOPW_Storm_Lateral_Assessment_Costs (PDF)
- CI-CALC_2023_Residential_Storm_Assessments (PDF)
- CI-CALC_2023_Non-Residential_Storm_Assessments (PDF)

CITY OF DE PERE
MEMO

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

RE: **Consideration and Possible Action on Establishing Special Assessment Rates for Storm Sewer Main and/or Laterals**

The purpose for this item is to the establish the special assessment rate for new storm sewer main and/or storm sewer lateral installations completed under the City's 2023 utility relay and street resurfacing projects. There are no street reconstruction projects scheduled for 2023.

Background

The De Pere Engineering Division receives numerous drainage complaints and requests for storm sewer on an annual basis. When these locations abut utility relay or street resurfacing projects, storm sewer main and storm sewer laterals are then installed to each property along the block of the complaint or requested area. The installation of storm sewer main and laterals conforms with the City of De Pere Municipal Code Section 26-5-5(c):

(1) Installation. Storm sewer main and lateral installation to each lot of record shall be constructed during street resurfacing improvements when:
a. Requested by a property owner to address storm drainage issues; or
b. When ordered by the Director of Public Works to address drainage issues.
The location of the lateral installation shall be as determined by the City Engineer or designee.

The special assessment costs for these storm sewer mains and lateral installations are established pursuant to City of De Pere Municipal Code Section 13-7(d). The costs for the 2023 storm sewer special assessments are as follows:

- Residential Properties
  - Storm Lateral Assessment $2,086.20
  - Storm Main Assessment $577.73
- Non-Residential Properties
  - Storm Main Assessment (Per LF) $12.34
  - 6-Inch Storm Lateral Assessment $2,395.50
  - 8-Inch Storm Lateral Assessment $3,155.33
  - 12-Inch Storm Lateral Assessment $3,842.45

Code Section 13-7(d)(1)(d) further identifies procedures and pay options for the storm sewer and special assessments as follows:

d. Public hearing. The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:

i. No interest imputed if payment of assessment made in full within 30 days of invoice;

ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;

iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by the city on its last bond issue, with the total becoming due on the earliest of the following:

A. Transfer of the benefited property to any other person or entity:

B. Subdivision of the benefited property;

C. Connection to the storm sewer;

D. The expiration of 25 years from the date of adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.

iv. Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.

The Board of Public Works can establish a number of yearly installments for payback pursuant to item ii above. In the past, the Board established a 5-year payback period. Also, under iii., property owners are not required to pay until they connect to the storm lateral, sell, or subdivide the property, or 25 years, whichever occurs first.

Recommendation

Staff recommends that the Board of Public Works establish the following special assessment rates for storm sewer main and storm lateral installation with a 5-year payback period:

- Residential Properties
  - Storm Lateral Assessment $2,086.20
  - Storm Main Assessment $577.73
- Non-Residential Properties
  - Storm Main Assessment (Per LF) $12.34
  - 6-Inch Storm Lateral Assessment $2,395.50
  - 8-Inch Storm Lateral Assessment $3,155.33
  - 12-Inch Storm Lateral Assessment $3,842.45

Engineering will bring the anticipated storm sewer special assessments to the following meetings:

- March 13, 2023 for the preliminary resolution
- April 10, 2023 for the public hearing and final resolution

Attachments

Schedule B & C Exhibits

Schedule B
2023 Storm Sewer Cost Evaluation - Residential
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects
City of De Pere
Date: January 30, 2023

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-04	Remove and Relay 12" PVC or RCP Class III Storm Sewer	LF	150.0	$68.00	$10,200.00	
20-01B	ST-05	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	321.0	$100.00	$32,100.00	
20-01B	ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	190.0	$66.00	$12,540.00	
20-02	ST-04	Provide 12" PVC or RCP Class III Storm Sewer	LF	111.5	$110.00	$12,265.00	
20-06	ST-01	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	60.0	$83.00	$4,980.00	
20-07	ST-02	Remove and Relay 12-inch PVC or RCP (Class III) Storm Sewer	LF	185.5	$72.36	$13,422.78	
20-07	ST-03	Provide 12-inch PVC or RCP (Class III) Storm Sewer	LF	127.0	$72.36	$9,189.72	
21-01	ST-02	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	114.0	$74.00	$8,436.00	
21-02	ST-02	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	130.0	$63.00	$8,190.00	
21-02	ST-04	Provide 12" PVC or RCP Class III Storm Sewer	LF	767.5	$62.00	$47,585.00	
22-01	ST-04	Remove and Relay 12" PVC or RCP Class III Storm Sewer	LF	149.5	$67.00	$10,016.50	Update in 2024 for St. Francis and Ridgeway Boulevard Completion and 22-02 Completion.
22-01	ST-05	Provide 12" PVC, RCP Class III or PP Storm Sewer	LF	1,090.5	$67.00	$73,063.50	
22-04	ST-01	Remove and Relay 12" RCP Class V Storm Sewer	LF	10.0	$134.00	$1,340.00	
22-04	ST-02	Provide 12" RCP Class V Storm Sewer	LF	248.0	$64.65	$16,033.20	
22-07	ST-08	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	119.0	$92.44	$11,000.36	
Total				3773.5		$270,362.06	
Average Cost Per Foot						**$71.65**	

Schedule B
2023 Storm Sewer Cost Evaluation - Residential
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects
City of De Pere
Date: January 30, 2023

Lateral Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-06	Provide 6" PVC Storm Sewer	LF	616.3	$50.00	$30,815.00	
20-01B	ST-10	Provide 6" PVC Storm Sewer Lateral	LF	2,141.0	$48.00	$102,768.00	
20-01B	ST-11	Remove and Relay 6" PVC Storm Sewer Lateral	LF	11.0	$48.00	$528.00	
20-02	ST-07	Provide 6" PVC Storm Sewer Lateral	LF	84.0	$85.00	$7,140.00	
21-01	ST-04	Provide 6" PVC Storm Sewer Lateral	LF	300.0	$46.00	$13,800.00	
21-02	ST-06	Provide 6" PVC Storm Sewer Lateral	LF	1,340.0	$48.00	$64,320.00	
22-01	ST-08	Provide 6" PVC Storm Sewer Lateral	LF	1,169.5	$62.00	$72,509.00	Update in 2024 for St. Francis and Ridgeway Boulevard Completion and 22-02 Completion.
Total				5661.8		$291,880.00	
Average Cost Per Foot						$51.55	
Average Cost per Lot at 30 Feet of Lateral (100% to Resident)						**$1,546.50**	Average length of lateral is based on a 60 foot right of way and several laterals being connected to inlets.

Storm Wye Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-07	Provide 8" x 6" Storm Branch or Inserta Tee	EA	20	$70.00	$1,400.00	
20-01B	ST-13	Provide 30" x 6" Storm Branch or Inserta Tee	EA	5	$250.00	$1,250.00	
20-01B	ST-14	Provide 24" x 6" Storm Branch or Inserta Tee	EA	13	$200.00	$2,600.00	
20-01B	ST-15	Provide 21" x 6" Storm Branch or Inserta Tee	EA	3	$200.00	$600.00	
20-01B	ST-16	Provide 15" x 6" Storm Branch or Inserta Tee	EA	4	$200.00	$800.00	
20-01B	ST-17	Provide 8" x 6" Storm Branch or Inserta Tee	EA	35	$100.00	$3,500.00	
20-02	ST-08	Provide 29" x 45" x 6" Tee or 6" Inserta Tee	EA	1	$200.00	$200.00	
20-02	ST-09	Provide 24" x 38" x 6" Tee or 6" Inserta Tee	EA	2	$200.00	$400.00	
21-01	ST-05	Provide 36" x 6" Storm Branch or Inserta Tee	EA	1	$746.00	$746.00	
21-01	ST-06	Provide 12" x 6" Storm Branch or Inserta Tee	EA	1	$746.00	$746.00	
21-01	ST-07	Provide 8" x 6" Storm Branch or Inserta Tee	EA	8	$180.00	$1,440.00	
21-02	ST-07	Provide 30" x 6" Storm Branch or Inserta Tee	EA	9	$250.00	$2,250.00	
21-02	ST-08	Provide 12" x 6" Storm Branch or Inserta Tee	EA	2	$250.00	$500.00	
21-02	ST-09	Core Drill Storm Sewer and Provide Lateral Connection	EA	25	$250.00	$6,250.00	
22-01	ST-09	Provide 18" x 6" Storm Branch or Inserta Tee	EA	4	$250.00	$1,000.00	Update in 2024 for St. Francis and Ridgeway Boulevard Completion and 22-02 Completion.
22-01	ST-10	Provide 15" x 6" Storm Branch or Inserta Tee	EA	12	$250.00	$3,000.00	
22-01	ST-11	Provide 12" x 6" Storm Branch or Inserta Tee	EA	19	$250.00	$4,750.00	
22-01	ST-12	Provide 8" x 6" Storm Branch or Inserta Tee	EA	7	$200.00	$1,400.00	
Total				171		$32,832.00	
Average Cost Per Wye						**$192.00**	

Schedule B
2023 Storm Sewer Cost Evaluation - Residential
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects
City of De Pere
Date: January 30, 2023

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-12	Provide 4' Diameter Storm Manhole	VF	9.90	$450.00	$4,455.00	
20-01A	ST-13	Remove and Replace 4' Diameter Storm Manhole	VF	3.83	$450.00	$1,723.50	
20-01B	ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	64.86	$415.00	$26,916.90	
20-01B	ST-21	Provide 4' Diameter Storm Manhole	VF	27.44	$415.00	$11,387.60	
20-02	ST-13	Provide 4' Diameter Storm Manhole	VF	4.70	$600.00	$2,820.00	
20-07	ST-04	Remove and Replace 4-foot Diameter Storm Manhole	VF	6.72	$523.62	$3,518.73	
21-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	9.40	$530.00	$4,982.00	
21-01	ST-10	Provide 4' Diameter Storm Manhole	VF	7.69	$546.00	$4,198.74	
21-02	ST-10	Remove and Replace 4' Diameter Storm Manhole	VF	10.35	$450.00	$4,657.50	
21-02	ST-13	Provide 4' Diameter Storm Manhole	VF	36.89	$570.00	$21,027.30	
22-01	ST-15	Remove and Replace 4' Diameter Storm Manhole	VF	6.00	$600.00	$3,600.00	Update in 2024 for St. Francis and Ridgeway Boulevard Completion and 22-02 Completion.
22-01	ST-17	Provide 4' Diameter Storm Manhole	VF	39.70	$600.00	$23,820.00	Update in 2024 for St. Francis and Ridgeway Boulevard Completion and 22-02 Completion.
22-04	ST-07	Provide 4' Diameter Storm Manhole	VF	5.69	$912.00	$5,189.28	
22-07	ST-05	Remove and Replace 4' Diameter Storm Sewer Manhole	VF	9.90	$703.36	$6,963.26	
Total				243.07		$125,259.81	
Cost Per Foot						$515.32	
Cost for a 5 foot Deep Manhole						$2,576.60	
Average Per Foot Cost with a 300 Foot Spacing						**$8.59**	

Schedule C
2023 Storm Sewer Cost Evaluation - Residential
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: January 30, 2023

Storm Mainline Cost

Item Description	Cost Per LF	Comment
12" Storm Sewer Main	$71.65	
4' Diameter Storm Manhole	$8.59	300 foot spacing with a 5' depth
Mainline Cost Per Street Foot	$80.24	
Cost Per Side of Street	$40.12	
Cost Per Lot	$2,407.20	60 foot wide lot
Assessable Amount (20%)	$481.44	Remaining 80% funded by Storm Water Utility
Engineering and Administration (20%)	$96.29	
Total Mainline Costs	**$577.73**	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	$1,546.50	30 foot average length. Some laterals will be connected to inlets.
Storm Wye Cost	$192.00	
Assessable Amount (100%)	$1,738.50	
Engineering and Administration (20%)	$347.70	
Total Lateral Costs	**$2,086.20**	

Total Cost

Mainline	$577.73
Storm Lateral	$2,086.20
Total Cost	**$2,663.93**

Schedule B
2023 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: January 31, 2023

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-02	ST-03	Provide 18" PVC, RCP Class III, or PP Storm Sewer	LF	38.0	$120.00	$4,560.00	
20-07	ST-01	Remove and Relay 18-inch PVC, RCP (Class III), or PP Storm Sewer	LF	57.0	$81.41	$4,640.37	
21-01	ST-01	Remove and Relay 18" PVC, PP, or RCP (Class III) Storm Sewer	LF	19.0	$81.00	$1,539.00	Update in 2024 for Project 22-01 and 22-02 Completion
Total				114.0		$10,739.37	
Average Cost Per Foot						**$94.21**	

Schedule B
2023 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: January 31, 2023

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-12	Provide 4' Diameter Storm Manhole	VF	9.90	$450.00	$4,455.00	
20-01A	ST-13	Remove and Replace 4' Diameter Storm Manhole	VF	3.83	$450.00	$1,723.50	
20-01B	ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	64.86	$415.00	$26,916.90	
20-01B	ST-21	Provide 4' Diameter Storm Manhole	VF	27.44	$415.00	$11,387.60	
20-02	ST-13	Provide 4' Diameter Storm Manhole	VF	4.70	$600.00	$2,820.00	
20-07	ST-04	Remove and Replace 4-foot Diameter Storm Manhole	VF	6.72	$523.62	$3,518.73	
21-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	9.40	$530.00	$4,982.00	
21-01	ST-10	Provide 4' Diameter Storm Manhole	VF	7.69	$546.00	$4,198.74	
21-02	ST-10	Remove and Replace 4' Diameter Storm Manhole	VF	10.35	$450.00	$4,657.50	
21-02	ST-13	Provide 4' Diameter Storm Manhole	VF	36.89	$570.00	$21,027.30	
22-01	ST-15	Remove and Replace 4' Diameter Storm Manhole	VF	6.00	$600.00	$3,600.00	Update in 2024 for Project 22-01 and 22-02 Completion
22-01	ST-17	Provide 4' Diameter Storm Manhole	VF	39.70	$600.00	$23,820.00	
22-04	ST-07	Provide 4' Diameter Storm Manhole	VF	5.69	$912.00	$5,189.28	
22-07	ST-05	Remove and Replace 4' Diameter Storm Manhole	VF	9.90	$703.36	$6,963.26	
Total				243.07		$125,259.81	
Cost Per Vertical Foot						$515.32	
Cost for a 5 foot Deep Manhole						$2,576.60	
Average Per Foot Cost with a 300 Foot Spacing						**$8.59**	

Schedule B
2023 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: January 31, 2023

Lateral Cost

Lateral 6"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-06	Provide 6" PVC Storm Sewer	LF	616.3	$50.00	$30,815.00	
20-01B	ST-10	Provide 6" PVC Storm Sewer Lateral	LF	2,141.0	$48.00	$102,768.00	
20-01B	ST-11	Remove and Relay 6" PVC Storm Sewer Lateral	LF	11.0	$48.00	$528.00	
20-02	ST-07	Provide 6" PVC Storm Sewer Lateral	LF	84.0	$85.00	$7,140.00	
21-01	ST-04	Provide 6" PVC Storm Sewer Lateral	LF	300.0	$46.00	$13,800.00	
21-02	ST-06	Provide 6" PVC Storm Sewer Lateral	LF	1,340.0	$48.00	$64,320.00	
22-01	ST-08	Provide 6" PVC Storm Sewer lateral	LF	1,169.5	$62.00	$72,509.00	Update in 2024 for St. Francis, Ridgeway Boulevard and 22-02 Completion
Total				5,661.8		$291,880.00	
Average Cost Per Foot						$51.55	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						**$1,804.25**	Average length of lateral is based on a 70 foot right of way.

Lateral 8"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-05	Provide 8" PVC Storm Sewer	LF	772.96	$55.00	$42,512.80	
20-01B	ST-08	Provide 8" PVC Storm Sewer	LF	1,757.00	$50.00	$87,850.00	
20-02	ST-05	Provide 8" PVC Storm Sewer	LF	47.00	$135.00	$6,345.00	
20-02	ST-06	Provide 8" PVC Storm Sewer Lateral	LF	68.00	$105.00	$7,140.00	
21-01	ST-03	Provide 8" PVC Storm Sewer	LF	413.00	$50.00	$20,650.00	
21-02	ST-05	Provide 8" PVC Storm Sewer	LF	260.50	$58.00	$15,109.00	
22-01	ST-06	Provide 8" PVC Storm Sewer	LF	445.00	$64.00	$28,480.00	Update in 2024 for St. Francis, Ridgeway Boulevard and 22-02 Completion
Total				3,763.46		$208,086.80	
Average Cost Per Foot						$55.29	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						**$1,935.15**	Average length of lateral is based on a 70 foot right of way.

Schedule B
2023 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: January 31, 2023

Lateral Cost

Lateral 12"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-04	Remove and Relay 12" PVC or RCP Class III Storm Sewer	LF	150.0	$68.00	$10,200.00	
20-01B	ST-05	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	321.0	$100.00	$32,100.00	
20-01B	ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	190.0	$66.00	$12,540.00	
20-02	ST-04	Provide 12" PVC or RCP Class III Storm Sewer	LF	111.5	$110.00	$12,265.00	
20-06	ST-01	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	60.0	$83.00	$4,980.00	
20-07	ST-02	Remove and Relay 12-inch PVC or RCP (Class III) Storm Sewer	LF	185.5	$72.36	$13,422.78	
20-07	ST-03	Provide 12-inch PVC or RCP (Class III) Storm Sewer	LF	127.0	$72.36	$9,189.72	
21-01	ST-02	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	114.0	$74.00	$8,436.00	
21-02	ST-02	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	130.0	$63.00	$8,190.00	
21-02	ST-04	Provide 12" PVC or RCP Class III Storm Sewer	LF	767.5	$62.00	$47,585.00	
22-01	ST-04	Remove and Relay 12" PVC or RCP Class III Storm Sewer	LF	149.5	$67.00	$10,016.50	Update in 2024 for St. Francis, Ridgeway Boulevard and 22-02 Completion
22-01	ST-05	Provide 12" PVC or RCP Class III Storm Sewer	LF	1,090.5	$67.00	$73,063.50	
22-04	ST-01	Remove and Relay 12" RCP Class V Storm Sewer	LF	10.0	$134.00	$1,340.00	
22-04	ST-02	Provide 12" Class V Storm Sewer	LF	248.0	$64.65	$16,033.20	
22-07	ST-08	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	119.0	$92.44	$11,000.36	
Total				3,773.5		$270,362.06	
Average Cost Per Foot						$71.65	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						**$2,507.75**	Average length of lateral is based on a 70 foot right of way.

Schedule B
2023 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: January 31, 2023

Connection Cost

Storm Wye Cost (6")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-07	Provide 8" x 6" Storm Branch or Inserta Tee	EA	20	$70.00	$1,400.00	
20-01B	ST-13	Provide 30" x 6" Storm Branch or Inserta Tee	EA	5	$250.00	$1,250.00	
20-01B	ST-14	Provide 24" x 6" Storm Branch or Inserta Tee	EA	13	$200.00	$2,600.00	
20-01B	ST-15	Provide 21" x 6" Storm Branch or Inserta Tee	EA	3	$200.00	$600.00	
20-01B	ST-16	Provide 15" x 6" Storm Branch or Inserta Tee	EA	4	$200.00	$800.00	
20-01B	ST-17	Provide 8" x 6" Storm Branch or Inserta Tee	EA	35	$100.00	$3,500.00	
20-02	ST-08	Provide 29" x 45" x 6" Tee or 6" Inserta Tee	EA	1	$200.00	$200.00	
20-02	ST-09	Provide 24" x 38" x 6" Tee or 6" Inserta Tee	EA	2	$200.00	$400.00	
21-01	ST-05	Provide 36" x 6" Storm Branch or Inserta Tee	EA	1	$746.00	$746.00	
21-01	ST-06	Provide 12" x 6" Storm Branch Inserta Tee	EA	1	$746.00	$746.00	
21-01	ST-07	Provide 8" x 6" Storm Branch or Inserta Tee	EA	8	$180.00	$1,440.00	
21-02	ST-07	Provide 30" x 6" Storm Branch or Inserta Tee	EA	9	$250.00	$2,250.00	
21-02	ST-08	Provide 12" x 6" Storm Branch Inserta Tee	EA	2	$250.00	$500.00	
21-02	ST-09	Core Drill Storm Sewer and Provide Lateral Connection	EA	25	$250.00	$6,250.00	
22-01	ST-09	Provide 18" x 6" Storm Branch or Inserta Tee	EA	4	$250.00	$1,000.00	Update in 2024 for St. Francis, Ridgeway Boulevard and 22-02 Completion
22-01	ST-10	Provide 15" x 6" Storm Branch or Inserta Tee	EA	12	$250.00	$3,000.00	
22-01	ST-11	Provide 12" x 6" Storm Branch Inserta Tee	EA	19	$250.00	$4,750.00	
22-01	ST-12	Provide 8" x 6" Storm Branch or Inserta Tee	EA	7	$200.00	$1,400.00	
Total				171		$32,832.00	
Average Cost Per Wye						**$192.00**	

Core Storm Tee Cost (8" & 12")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-06	ST-03	Core Drill Existing Main with NPC Kor-N-Tee	EA	1	$1,860.00	$1,860.00	
21-02	ST-20	Core Drill Storm Manhole (12" Opening)	EA	1	$500.00	$500.00	
22-04	ST-06	Core Drill Storm Sewer and Provide 8" Inserta Tee	EA	5	$500.00	$2,500.00	Update in 2024 for St. Francis, Ridgeway Boulevard and 22-02 Completion
Total				7		$4,860.00	
Average Cost Per Connection/Core						**$694.29**	

Schedule C
2023 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: January 31, 2023

Storm Mainline Cost

Item Description	Cost Per LF	Comment
18" Storm Sewer Main	$94.21	
4' Diameter Storm Manhole	$8.59	300 foot spacing with a 5' depth
Mainline Cost Per Street Foot	$102.80	
Cost Per Side of Street	$51.40	
Assessable Amount (20%)	$10.28	Remaining 80% funded by Storm Water Utility
Engineering and Administration (20%)	$2.06	
Total Mainline Cost Per Front Lot Foot	**$12.34**	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	$1,804.25	
Storm Wye Cost	$192.00	
Assessable Amount (100%)	$1,996.25	
Engineering and Administration (20%)	$399.25	
Total Lateral Costs	**$2,395.50**	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
8" Storm Lateral	$1,935.15	35 foot average length.
Storm Wye Cost (Core)	$694.29	Average of cost to core pipe
Assessable Amount (100%)	$2,629.44	
Engineering and Administration (20%)	$525.89	
Total Lateral Costs	**$3,155.33**	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
12" Storm Lateral	$2,507.75	35 foot average length.
Storm Wye Cost (Core)	$694.29	Average of cost to core pipe
Assessable Amount (100%)	$3,202.04	
Engineering and Administration (20%)	$640.41	
Total Lateral Costs	**$3,842.45**	

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on quotes for 2023 Materials Testing and Soil Borings***

ATTACHMENTS:

- 2023 0213 CI_BOPW_Materials_Testing (PDF)
- 2023 0112 CI_CALC_2023_Materials_Testing_Comparison (PDF)
- 2022 1229 BATC_Materials_Testing_Proposal(PDF)
- 2023 0111 PSI_Materials_Testing_Proposal (PDF)
- 2023 0112 ECS_Materials_Testing_Proposal (PDF)

CITY OF DE PERE
MEMO

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

RE: **Consideration and possible action on Quotes for 2023 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2023 construction projects. The total cost of this work was estimated using previous quantities as follows:

Materials Testing	Estimate
BATC	$39,090.00
ECS	$41,375.00
PSI	$43,115.00

Soil Boring	Estimate
PSI	$7,200.00
ECS	$9,487.50

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at $39,090 and the quote from Professional Service Industries, Inc (PSI) for soil borings estimated at $7,200. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2023 0112 CI_CALC_2023_Materials_Testing_Comparison (PDF)
2022 1229 BATC_Materials_Testing_Proposal (PDF)
2023 0111 PSI_Materials_Testing_Proposal (PDF)
2023 0112 ECS_Materials_Testing_Proposal (PDF)

Item	Unit	2023 Estimate	BATC		PSI		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services								
Project Manager	Per hour	10.00	$67.00	$670.00	$75.00	$750.00	$70.00	$700.00
Project Engineer	Per hour	10.00	$67.00	$670.00	$75.00	$750.00	$125.00	$1,250.00
Staff Engineer	Per hour	50.00	$67.00	$3,350.00	$75.00	$3,750.00	$70.00	$3,500.00
Field Technician								
Senior Technician	Per hour	50.00	$45.00	$2,250.00	$45.00	$2,250.00	$50.00	$2,500.00
Technician	Per hour	400.00	$37.00	$14,800.00	$40.00	$16,000.00	$43.50	$17,400.00
Clerical	Per hour	50.00	$35.00	$1,750.00	$25.00	$1,250.00	$35.00	$1,750.00
Mileage	Per mile	5000.00	$0.50	$2,500.00	$0.75	$3,750.00	$0.65	$3,250.00
Laboratory Testing Services								
Standard Proctor	Per each	1.00	$115.00	$115.00	$125.00	$125.00	$110.00	$110.00
Modified Proctor	Per each	10.00	$130.00	$1,300.00	$150.00	$1,500.00	$125.00	$1,250.00
Concrete Compression Test (Cylinder by Company)	Per each	500.00	$14.00	$7,000.00	$14.00	$7,000.00	$11.50	$5,750.00
Concrete Compression Test (Cylinder by City)	Per each	10.00	$14.00	$140.00	$20.00	$200.00	$20.00	$200.00
Handling of Backup Cylinders	Per each	160.00	$7.00	$1,120.00	$14.00	$2,240.00	$1.50	$240.00
Aggregate Sieve Analysis	Per each	10.00	$60.00	$600.00	$50.00	$500.00	$70.00	$700.00
Atterberg Limits	Per each	1.00	$50.00	$50.00	$85.00	$85.00	$60.00	$60.00
Permeability, Granular Soils	Per each	1.00	$250.00	$250.00	$325.00	$325.00	$200.00	$200.00
Permeability, Cohesive Soils	Per each	1.00	$275.00	$275.00	$400.00	$400.00	$250.00	$250.00
Field Technician Services								
Sample Pickup	Per each	1.00	$50.00	$50.00	$40.00	$40.00	$15.00	$15.00
Nuclear Density Gauge	Per ½ day	100.00	$20.00	$2,000.00	$20.00	$2,000.00	$20.00	$2,000.00
Nuclear Density Gauge	Per day	5.00	$40.00	$200.00	$40.00	$200.00	$50.00	$250.00
MATERIAL TESTING TOTAL COST				**$39,090.00**		**$43,115.00**		**$41,375.00**
Soil Boring		**2023 Est.**						
Mobilization	Per each	5.00			$750.00	$3,750.00	$800.00	$4,000.00
Soil Boring	VF	150.00			$15.00	$2,250.00	$23.25	$3,487.50
Report	Per each	1.00			$1,200.00	$1,200.00	$2,000.00	$2,000.00
						$7,200.00		**$9,487.50**

Bay Area Testing & Consulting, LLC

PROJECT:

REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2023 CONSTRUCTION
CITY OF DE PERE, WISCONSIN

CLIENT:

MR. ERIC RAKERS, P.E.
CITY ENGINEER

DATE:

DECEMBER 28, 2022

Bay Area Testing & Consulting, LLC

3125 Birch Road, Suite B
Suamico, WI 54173
Telephone: 920/660-5246
Fax: 920/544-9693

December 28, 2022

Mr. Eric Rakers, P.E.
City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2023 Construction
City of De Pere, Wisconsin

Mr. Rakers,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2023 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted an electronic copy of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

Jacob P. Franzmeier, P.E.
Owner / Geotechnical Engineer

cc: Chase Kuffel, P.E., Assistant City Engineer

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2023 CONSTRUCTION
CITY OF DE PERE

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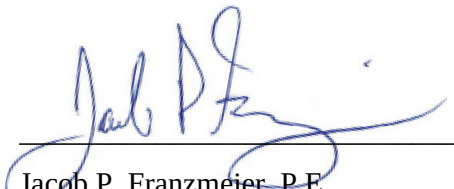
1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2023 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC
3125 Birch Road, Suite B
Suamico, WI 54173
Phone: 920-660-5246
Fax: 920-544-9693
Email: jake@bayareatesting.com

I, Jacob P. Franzmeier, am authorized to represent Bay Area Testing & Consulting, LLC.



12/28/2022

Jacob P. Franzmeier, P.E.
Owner / Geotechnical Engineer

Date

1.2 Statement of Qualifications

In December, 2010, BATC was established in Green Bay, Wisconsin, to provide independent construction materials testing for various private, commercial, and municipal projects, along with Wisconsin Department of Transportation (WisDOT) projects. BATC is currently on the WisDOT list of qualified laboratories for concrete, soil, aggregate, and asphalt testing. BATC also participates in the AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program for Coarse Aggregate. Since our staff has a wide variety of experience on projects throughout the state, our extensive knowledge and experience in soil, concrete, and asphalt field and laboratory testing results in exceptional quality control.

Further, our company goal is to provide accurate, detailed, and repeatable quality control results in a timely manner. Since all of our staff members have both extensive field and laboratory experience, we maintain that our test results are done both precisely and promptly, no matter who performs the testing, saving our clients both time and money.

All of our staff members are certified at different levels based on their experience and capabilities. Further, as an organization, we currently have certified personnel through the American Concrete Institute, the Wisconsin Department of Transportation Highway Technician Certification Program, and Troxler Laboratories. The following list contains the certifications and qualifications BATC employees currently maintain:

- Wisconsin DOT Certified PCC Technician – Level II
- Wisconsin DOT Certified PCC Technician – Level I
- Wisconsin DOT Certified ATTS Technician
- Wisconsin DOT Certified Aggregate Technician – Level I
- Wisconsin DOT Certified Grading Technician
- Wisconsin DOT Certified Aggregate Sampling Technician
- Wisconsin DOT Certified Concrete Strength Tester
- Wisconsin DOT Certified Nuclear Density Technician
- Wisconsin DOT Certified Asphalt Technician – Level ITP
- ACI Concrete Field Technician – Level I
- Soil Moisture/Density Operator – Troxler Electronics Labs, Inc.

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an "as-needed" basis for the 2023 construction season under a fixed fee, open-ended contract. Our understanding of the scope of services includes but is not limited to the following:

- Earthwork Testing
- Subgrade Compaction
- Trench Compaction
- Crushed Aggregate Base Course Testing (Material and Compaction)
- Asphaltic Concrete Pavement Testing (Samples and Compaction)
- Concrete Testing
- Soil Borings
- Field Observation Related to Soil and/or Construction Conditions

BATC understands that the City of De Pere would like a firm that can provide the above listed scope of services in a timely and professional manner in compliance with industry standards, by certified technicians and engineers under the direct supervision of a Professional Engineer, licensed in the State of Wisconsin. Most test results will be submitted to the City within 24 hours, unless a further detailed analysis is needed to provide a more cost effective solution to the problem. All reports will be submitted in PDF format and paper copies will be provided, if requested.

2.1 Overview of Construction Materials Testing

BATC will provide construction materials field testing for the 2023 City of De Pere contract. BATC will be responsible for the concrete testing, soil and aggregate laboratory testing, soil and asphalt density testing, and asphalt sampling, as well as construction inspections and observations upon the City's request. For this contract, BATC will utilize subcontract services for some of the specialty laboratory testing services, if needed.

Some of the laboratory services that can be provided are: washed and unwashed sieve analysis, standard and modified proctors, Atterberg Limits, hydrometer testing, double hydrometer testing, percent material finer than the #200 sieve testing, fractured face count of coarse aggregate, specific gravity of fine and coarse aggregates, L.A. Abrasion, freeze-thaw soundness, sodium sulfate soundness, lightweight particles, organic content, organic impurities testing, compressive strength of concrete, mortar, and grout, flexural and splitting tensile strength of concrete, asphalt extraction and gradation including asphalt content, and determination of theoretical maximum density of bituminous concrete.

Some of the field testing services that can be provided are: slump, air content, temperature, unit weight, and yield of plastic concrete; soil bearing capacity verification; proof-rolling observations of subgrade soils; nuclear density testing of soil, base aggregate, and asphalt; concrete and asphalt coring and analysis; rebar inspection; mortar and grout testing; and concrete batch plant inspections, if requested.

The list of laboratory and field testing services that BATC listed above is not a complete list of tests that could be performed. As demand increases for a particular testing procedure, and as our company continues to grow, BATC evaluates our services on a case by case basis and determines whether or not to expand our services to meet the demand of the requested testing procedure.

2.2 City of De Pere Materials Testing Scope of Services

Prior to the start of each project for the City, BATC would like to obtain any available project plans and specifications, if allowed by the City contracts. If available, these plans and specifications can be submitted to us electronically. We have found with working in municipalities over the years, it is convenient for the field technicians to have project plans in case a situation arises wherein a City of De Pere inspector is not able to be on-site. During the peak of the construction season, we request a 24 hour courtesy call prior to on-site testing but in reality, we can typically make it on-site within 4 hours of being notified, and more times than not, sooner than 4 hours. BATC takes pride in reliable and timely service to our clients.

2.2.1 Earthwork, Subgrade and Trench Compaction, and Crushed Aggregate Base Course Testing Services

BATC field staff will provide base aggregate and soil sampling and testing, as requested, on projects throughout the City of De Pere. We will either obtain samples on-site after the material is delivered to the construction site or stockpiled on-site, or we will obtain samples from the pit or quarry using proper sampling methods. Further, we will provide test results for sieve analyses and proctor tests on granular soils typically within 24 hours of obtaining samples. However, when cohesive soils will be utilized for backfilling utility trenches or used for pond liners, proctor test results will typically be available within 36 hours of obtaining the sample because of the additional preparation time needed for cohesive soils.

After the completion of the laboratory testing and approval of the source by the City of De Pere, BATC will provide nuclear density testing on sub-base and base course, trench backfill, and/or structural fill materials. BATC will immediately notify the City of De Pere inspector of all test results before leaving the jobsite. If the inspector cannot be found on-site or by telephone, the City Project Manager will be notified prior to the technician’s departure from the jobsite. Test results for compaction testing will be sent to the City of De Pere within 24 hours of our return to the laboratory.

2.2.2 Asphaltic Concrete Pavement Testing Services

During paving operations, BATC staff will provide on-site asphalt density testing and asphalt sampling on an as requested basis. Sampling of asphalt pavement may occur on-site or at the asphalt plant either by our qualified staff or the asphalt suppliers' staff, depending on the asphalt suppliers' insurance and liability restrictions. In either case, BATC personnel will be present during the sampling of the asphalt to ensure proper sampling techniques are followed. We typically require a 12 hour notice for any field sampling and testing, but will try to accommodate the schedule of either the City or asphalt paving contractor with a notice of 4 hours.

After sampling, BATC personnel will return the asphalt sample to our laboratory to perform testing. We are capable and our laboratory is certified to perform asphalt extraction and gradation analysis, including asphalt content, and theoretical maximum density of bituminous pavement. If further analysis is needed, such as determining the bulk density by use of gyratory compaction methods in the laboratory, we may have to employ a subcontractor to perform these services. However, we can determine bulk specific gravity of in-place compacted asphalt pavement from core samples from the roadway during construction, if needed. Test results for asphalt density testing will be provided within 48 hours of receiving the sample. Asphalt extraction and gradation and theoretical maximum density determination laboratory asphalt testing will be provided within 36 hours of receiving the sample.

2.2.3 Concrete Testing Services

Based on our past experience working with the City of De Pere, typically concrete testing and cylinders would be cast by BATC, but some may be cast by City of De Pere inspectors. When providing concrete testing services, BATC will conduct slump, air content, and temperature tests, and cast four (4) standard 6" x 12" concrete cylinders, unless directed otherwise. BATC will typically pick-up cylinders within 24 hours of cylinders being cast, but in no case will cylinders be in the field longer than 48 hours. We understand that the most critical time period for cylinders is within the first 48 hours of curing in the field. Therefore, we will do our best to ensure all

cylinders cast by BATC and the City of De Pere inspectors cure at the proper initial curing temperature and record maximum/minimum temperatures upon pick-up of the cylinder sets. If we notice that cylinders are curing too hot or too cold during the initial cure, we will immediately contact the City Project Manager and discuss methods to ensure proper curing methods. Test results for field testing will be reported to the City Inspector immediately after testing, with a written report sent to the City typically within 24 hours of testing. Compressive strength testing will be conducted at 7 and 28 days and reports will be sent to the City usually within 24 hours after the testing is completed. However, if concrete compressive strength does not meet the required 7-day or 28-day strength, BATC will immediately contact the City Project Manager to discuss the next course of action.

2.2.4 Soil Borings

Since we currently do not conduct or subcontract drilling services to provide soil borings, we will not be providing a price for the soil boring portion of this contract. However, in the future, we may provide prices for soil borings, if requested, on a case-by-case basis.

2.2.5 Construction Inspection and Observations

BATC will provide construction inspection and/or observations on an as requested basis throughout the 2023 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the necessary field and laboratory testing to fulfill the intention of the specifications or recommendations.

For structural concrete observations before and at the completion of concrete pours, BATC will provide documentation that the number, size, splice lengths and locations, and clear cover of the reinforcement steel match the reinforcement schedule prior to placement of concrete. If there is a deficiency in the reinforcement steel, BATC will immediately contact the project inspector or project engineer and the issue will be resolved prior to the placement of concrete. Further, if requested, BATC will also document the placement, orientation, and location of any structural bolt settings in accordance with the structural drawings. Also, BATC will ensure concrete placement is done in conformance with the most recent ACI and ASTM procedures for form work, perform mix design reviews, and review and recommend proper consolidation and curing techniques. Construction Inspection and/or Observation written reports will be available to the City within 48 hours of our return to the laboratory.

BATC can also provide concrete batch plant inspections, if requested by the City. BATC would travel to the concrete batch plant, perform the inspections in accordance with ACI 311.5 and document any deficiencies with the batch plant. These deficiencies would be documented during the inspection process and verbally reported to the City immediately following the inspection. The batch plant inspection report would be available to the City in writing within 24 hours of the completion of the inspection.

2.2.6 Additional Field and Laboratory Testing

BATC is capable and certified to perform a wide variety of specialty testing not typically requested on projects. Further, additional services include masonry testing and observations, sprayed applied fire-proofing testing, caisson inspections, moisture-vapor transmission testing, concrete and asphalt coring for thickness, concrete distress evaluations, smoke pencil testing of exterior building wall coverings, flexural and splitting tensile strength of concrete specimens, double hydrometer testing, and flat and/or elongated particle testing. Depending on what the circumstances are regarding the additional services, we will be able to perform the above testing on an as-requested basis.

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, P.E.
Professional Engineer/Staff Engineer/Field Operations Manager/Chief Quality Control Officer

Jacob will be the primary contact for the construction materials testing services for this contract. Jacob has over 17 years of experience in construction materials testing, site recommendations and trouble shooting, and geotechnical engineering. Jacob is the Field Operations Manager/Lab Supervisor of BATC. His duties include overseeing all operations of BATC from scheduling technicians to reviewing field reports. He is also BATC's Radiation Safety Officer and Chief Quality Control Officer for the WisDOT Laboratory Certification. Jacob will be the direct contact for this contract and will be coordinating the material testing, including concrete, asphalt, soil, base aggregate, and any other testing services needed for the City contract. He will also be attending all meetings that require our attendance as requested by the City. Further, he will also conduct field work involving engineering recommendations and inspections, and on occasion field materials testing, if needed or if immediate testing is requested by the City. Jacob is licensed in the State of Wisconsin as a Professional Engineer.

Henry P. Koch, CET
Senior Engineering Technician

Henry has over 30 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Austin Dier, CET
Senior Engineering Technician

Austin has over 10 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

Ethan Bornick, CET
Senior Engineering Technician

Ethan has over 10 years of experience as both a field and laboratory technician. His field experience includes soil subgrade bearing capacity verification, proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Ethan is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

Depending on the schedule for the day and the complexity of the City project, any of the above staff may be sent to the projects. However, a majority of the field testing will be performed by either a Senior Engineering Technician or an Engineering Technician. Further, if the project is complex and requires more extensive testing and observations, either a Senior Engineering Technician or a Staff Engineer would be scheduled to the project because of their experience. If a project would require a recommendation regarding either an alternative construction method or a change in design, a Staff Engineer or a Professional Engineer would be scheduled for that particular case. Only in cases in which the City would need an immediate response to a project, any of the staff personnel could be scheduled to that project to ensure that the required testing is performed, especially if the testing is critical to the project schedule.

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

We understand in some cases project plans change and a quick response is required with very little notice. With our past experience on similar projects, especially working with time critical concrete pours, such as with the Wisconsin Department of Transportation, we recognize that at times the City of De Pere will need an immediate response. As stated previously, BATC takes pride in reliable and timely service. For instance, the office phone is always with the owner and field coordinator, Mr. Franzmeier, day and night, weekdays, and on the weekends. All phone calls for BATC run through one point of contact, ensuring that all scheduling gets to the technicians as quickly and efficiently as possible. If a situation would arise that requires immediate testing in the City of De Pere, a BATC staff member will almost always be there when needed or within a reasonable time limit, day or night, if requested. Also, based on previous year's project locations, we generally have multiple projects in or near the City of De Pere. With this many projects in the area, we will have more flexibility with our schedule and a more timely response if something is not scheduled and work needs to be performed. Typically, if Saturday work is expected for an upcoming weekend, we would ask to have a curtesy call prior to Friday to inform us. We understand that sometimes weekend work is unexpected and is usually last minute scheduling by the contractor, which we can typically accommodate.

4.2 BATC Approach

BATC's primary goal is to provide affordable quality control while emphasizing safety and team work. We have experience in almost all facets of the construction project, from soil assessments in the geotechnical phase to inspecting and testing construction materials during the construction phase. BATC, as a part of your construction team, is committed to the success of your projects. One of our goals as a smaller company is to achieve exceptional quality control on each project to ensure our client's satisfaction. We will assist both the project engineer and project inspector in

the scheduling and management of the quality control by being proactive and we will be available anytime for questions you may have before, during, and after the completion of the project. Our success depends on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

5.0 PREVIOUS PROJECTS

BATC has performed construction materials testing on a wide variety of projects throughout the state in recent years. The following is a list of recent projects of similar nature that BATC was contracted to perform, a brief description of the services performed, and references for each of the contracts:

- 2011, 2016, 2019, 2020, 2021, and 2022 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin
  BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.
  Contracting Party: City of De Pere
  Project Contact: Chase K. Kuffel
  Contact Number: 920-339-4060

- Titletown Development Phase I and Phase II, Green Bay, Wisconsin
  BATC is currently performing all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, fireproofing inspections, and construction observations.
  Contracting Party: Sterling Development Group
  Project Contact: Adam Bickoff
  Contact Number: 201-207-9205

- Titletown – Bellin Clinic, Ashwaubenon, Wisconsin
  BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
  Contracting Party: Miron Construction Company
  Project Contact: Chad Theilman
  Contact Number: 920-585-3780

- City of Kaukauna – Project 1-17, 1-18, 1-19, 1-20, 1-21 Kaukauna, Wisconsin
  BATC performed the construction materials testing contract for the City of Kaukauna Projects, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.
  Contracting Party: Vinton Construction Company
  Project Contact: Ron Raboine
  Contact Number: 920-682-0375

- Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin
  BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.
  Contracting Party: Peters Concrete Company
  Project Contact: Brian Bartels
  Contact Number: 920-494-3700

- Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin
  BATC performed all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
  Contracting Party: Aurora Baycare Medical Center
  Project Contact: Barbara Johnson
  Contact Number: 920-288-4033

- Agropur Expansion and Renovations, Luxemburg and Weyauwega, Wisconsin
  BATC performed all inspections and testing for the general contractor on the cheese plant expansions and renovations including building additions, parking lot expansions, and wastewater treatment plant construction including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing.
  Contracting Party: Miron Construction Company
  Project Contact: Chad Theilman
  Contact Number: 920-585-3780

- Belmark Building Additions and Expansions on Multiple Buildings, De Pere, Wisconsin
  BATC performed all inspections and testing for the general contractor on multiple building and parking lot expansions to the plant including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
  Contracting Party: The Boldt Company
  Project Contact: Tony Meeuwsen
  Contact Number: 920-450-3255

- Appleton Medical Center Hybrid OR Expansion, Appleton, Wisconsin
  BATC performed all inspections and testing for the general contractor on a hospital building expansion including, but not limited to: soil subgrade bearing capacity verification, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, sprayed applied fireproof testing, reinforcing steel observations, and construction observations.
  Contracting Party: The Boldt Company
  Project Contact: Matt Peterson
  Contact Number: 920-225-6259

- Wrightstown Water Transmission Main Project, Brown County, Wisconsin
  BATC performed testing for the general contractor on a water transmission main project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
  Contracting Party: Carl Bowers and Sons Construction
  Project Contact: Bill Bowers
  Contact Number: 920-419-4950

- Aldon Station Infrastructure Construction, Village of Ashwaubenon, Wisconsin
  BATC performed testing for the general contractor on a mass fill / utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
  Contracting Party: Riverview Construction
  Project Contact: Matt Athey
  Contact Number: 920-609-1025

- 2021 Water and Sewer Construction, Village of Fox Crossing, Wisconsin
  BATC performed testing for the general contractor on a large utility construction project including, but not limited to: soil compaction testing, and soil laboratory testing.
  Contracting Party: David Tenor Corporation
  Project Contact: Dave Tenor
  Contact Number: 920-360-9246

- Bellevue TID #1 Phase 2, Contract A-22, Village of Bellevue, Wisconsin
  BATC performed testing for the general contractor on a utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
  Contracting Party: Dorner, Inc.
  Project Contact: Matt Athey
  Contact Number: 920-609-1025

6.0 SUPPLEMENTAL FEE SCHEDULE

BATC FEE SCHEDULE 2023

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	$60.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	$120.00/Each
3.	Moisture Content of Soils (ASTM D2216)	$10.00/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	$45.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	$50.00/Each
6.	Standard Proctor Test (ASTM D698)	$115.00/Each
7.	Modified Proctor Test (ASTM D1557)	$130.00/Each
8.	Hydrometer Test (ASTM D422)	$90.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	$190.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	$250.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	$275.00/Each
12.	Organic Content of Soils (D2974)	$45.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	$40.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	$70.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	$40.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	$160.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	$280.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	$280.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	$80.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	$80.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	$70.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	$180.00/Test
23.	Visual Examination of Chert in Aggregate	$30.00/Test

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	$100.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	$14.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	$44.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	$22.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	$7.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	$50.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	$12.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	$12.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	$50.00/Each
35.	Case of Cylinder Molds	$50.00/Case
36.	Mileage	$0.50/Mile
37.	Nuclear Gauge Rental	$20.00/½ day: $40.00/day
38.	Cone Penetrometer Rental	$20.00/½ day: $35.00/day
39.	Coring Equipment Rental	$150.00/½day:$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	$20.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	$50.00/Trip

Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	$67.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	$67.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	$45.00/hour
45.	Austin Dier, CET, Senior Engineer Technician	$45.00/hour
46.	Ethan Bornick, CET, Senior Engineer Technician	$45.00/hour
47.	Engineer Technician	$37.00/hour
48.	Engineering Technician, Intern / Coop	$37.00/hour
49.	Administrative Assistant	$35.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2023 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

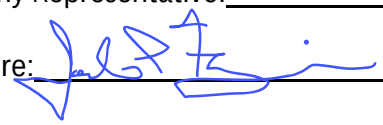
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC.

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10	$67.00	$670.00
Project Engineer	HR	10	$67.00	$670.00
Staff Engineer	HR	50	$67.00	$3,350.00
Field Technician				
Senior Technician	HR	50	$45.00	$2,250.00
Technician	HR	400	$37.00	$14,800.00
Clerical	HR	50	$35.00	$1,750.00
Mileage	MI	5,000	$0.50	$2,500.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	16		
Laboratory Testing Services				
Standard Proctor	EA	1	$115.00	$115.00
Modified Proctor	EA	10	$130.00	$1,300.00
Concrete Compression Test (Cylinder by Company)	EA	500	$14.00	$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	$14.00	$140.00
Handling of Backup Cylinders	EA	160	$7.00	$1,120.00
Aggregate Sieve Analysis	EA	10	$60.00	$600.00
Atterberg Limits	EA	1	$50.00	$50.00
Permeability, Granular Soils	EA	1	$250.00	$250.00
Permeability, Cohesive Soils	EA	1	$275.00	$275.00
Field Technician Services				
Sample Pickup	EA	1	$50.00	$50.00
Nuclear Density Gauge	½ DAY	100	$20.00	$2,000.00
Nuclear Density Gauge	DAY	5	$40.00	$200.00

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5	N/A	N/A
Soil Boring	VF	150	N/A	N/A
Report	EA	1	N/A	N/A

PSI Proposal No.: PO-0094-3905
January 11, 2023

Professional Service Industries, Inc.
3009 Vandenbroek Road
Kaukauna, Wisconsin 54130
Phone: (920)-735-1200

Mr. Eric Rakers, P.E.
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

Re: Proposal for Construction Material Testing Services
Proposed Soil Testing Services – 2023 Construction
De Pere, Wisconsin

Dear Mr. Rakers:

In accordance with your request, Professional Service Industries, Inc. (PSI), an Intertek Company, is pleased to submit this proposal for providing construction materials testing services for the above referenced project. The purpose of the services will be to perform construction observations and materials testing, as part of a generalized evaluation of compliance with the project specifications, within the limitations of the authorized scope of our work. A brief description of our understanding of the project, scope of proposed work to be provided, proposed method of performance and fee is included in the following paragraphs.

Project Description

It is understood that the 2023 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction.in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

PSI can provide the following construction monitoring and testing services, when scheduled by your personnel:

Earthwork

- Observe site stripping to document that unsuitable fills, organic soils and existing building foundations, walls and slabs are removed and that exposed subgrades are suitable for placement of new fill or subbase materials.
- Perform moisture-density relationship testing in accordance with ASTM D698 (Standard Proctor) or ASTM D1557 (Modified Proctor) in order to determine the Proctor maximum dry density and optimum moisture content.
- Document in-place density of compacted fill soils in accordance with ASTM D2922 at the frequencies described in the project documents.

Concrete Observations and Testing

- Perform and document slump testing in accordance with ASTM C143 at the point of discharge for each set of cylinders taken.
- Perform and document air content testing in accordance with ASTM C231 for regular weight concrete.
- Record concrete and air temperature at the time cylinders are taken.
- Cast, cure and test cylinders in accordance with project specifications.
- Transport laboratory cured cylinders to our facilities to be placed in our curing tanks within 24 to 48 hours of casting.

Fees

Professional Service Industries, Inc. proposes to provide the above referenced services on a unit rate basis in accordance with the PSI's Standard Fee Schedule, and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. PSI's fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. We request that the field services be scheduled at least 24 hours in advance.

Closing

If this proposal is acceptable, please sign and return one (1) copy of this proposal to PSI. We also ask that you complete and return the attached Project Data Sheet so that we can properly establish your file. **PSI can proceed with services immediately; however, all reports will be withheld until we have received written authorization to proceed and a completed copy of the attached project data sheet.**

PSI appreciates the opportunity to offer its services to your project and looks forward to being of service to you. Meanwhile, if you have any questions or require additional information, please contact our office at (920) 735-1200.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy
Patrick Bray
Branch Manager

Attachments: Proposal Acceptance Form
City of De Pere Fee Schedule
General Conditions

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ **DAY OF** _____ **, 2023**

BY *(please print)*: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Distribution of Reports:

Name	Email Address	Report Type				
		Soils/ Foundation	Reinforcing Steel	Concrete	Structural Steel	Misc.

7. Invoicing Address: _____
   _____
   _____
   Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:
   _____

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandenbroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: Patrick Bray

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10	$75.00	$750.00
Project Engineer	HR	10	$75.00	$750.00
Staff Engineer	HR	50	$75.00	$3,750.00
Field Technician				
Senior Technician	HR	50	$45.00	$2,250.00
Technician	HR	400	$40.00	$16,000.00
Clerical	HR	50	$25.00	$1,250.00
Mileage	MI	5,000	$0.75	$3,750.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	18		
Laboratory Testing Services				
Standard Proctor	EA	1	$125.00	$125.00
Modified Proctor	EA	10	$150.00	$1,500.00
Concrete Compression Test (Cylinder by Company)	EA	500	$14.00	$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	$20.00	$200.00
Handling of Backup Cylinders	EA	160	$14.00	$2,240.00
Aggregate Sieve Analysis	EA	10	$50.00	$500.00
Atterberg Limits	EA	1	$85.00	$85.00
Permeability, Granular Soils	EA	1	$325.00	$325.00
Permeability, Cohesive Soils	EA	1	$400.00	$400.00
Field Technician Services				
Sample Pickup	EA	1	$40.00	$40.00
Nuclear Density Gauge	½ DAY	100	$20.00	$2,000.00
Nuclear Density Gauge	DAY	5	$40.00	$200.00

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5	$750.00	$3,750.00
Soil Boring	VF	150	$15.00	$2,250.00
Report	EA	1	$1,200.00	$1,200.00

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.

3. PREVAILING WAGES: This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

4. SCHEDULING OF WORK: The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.

5. ACCESS TO SITE: Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.

6. CLIENT'S DUTY TO NOTIFY ENGINEER: Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.

7. RESPONSIBILITY: PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.

8. SAMPLE DISPOSAL: Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.

9. PAYMENT: The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON P SI' S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO $25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PS I' S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF C LI E N T' S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PS I' S LIABILITY TO $250,000.00 OR THE AMOUNT OF P SI' S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR P SI' S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTOR NEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO P S I'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. INDEMNITY: Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

13. EMPLOYEES/WITNESS FEES: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI and shall pay PSI an amount equal to one- half of the employee's annualized salary, without PSI waiving other remedies it may have.

14. FIDUCIARY: PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship
between PSI and any other party.

15. RECORDING: Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.

16. CHOICE OF LAW AND EXCLUSIVE VENUE: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.

17. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken, and the remaining provisions shall be enforceable.

18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

ECS MIDWEST, LLC
"Setting the Standard for Service"
Geotechnical • Construction Materials • Environmental • Facilities

January 11, 2023

Mr. Eric Rakers, P.E.
City Engineer
City of De Pere
925 S. Sixth Street
De Pere, WI 54115

ECS Proposal No: 59:4756

Re: Soil Testing Services – 2023 Construction
City of De Pere, Wisconsin

Mr. Rakers

ECS Midwest, LLC appreciates the opportunity to develop our relationship with the City of De Pere by providing geotechnical engineering and construction materials consulting services to support your 2023 projects. We feel ECS has the requisite capabilities, knowledge, and resources to successfully perform the City of De Pere's geotechnical and construction materials consulting services. By choosing ECS to perform consulting services for your projects in 2023, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

ECS brings to your projects a depth and quality of resources typically found in a large national firm combined with the personalization of service delivery and flexibility of a small local firm. These attributes in conjunction with our ability to tailor quality and risk management methodology provides you with a strong value proposition that maximizes your probability of success and minimizes your risk.

We look forward to working with you on your projects. Please note that the attached "Proposed Fee Schedule" and "TERMS AND CONDITIONS OF SERVICE" are a part of this proposal. Should you have any questions regarding this letter, attached rates, or would like to schedule our services, please contact myself or Mr. Mark King in our Green Bay office at (920) 347-9040.

Respectfully submitted,

Troy Vetort, P.E.
Construction Materials Department Manager

Proposed Fee Schedule

Company Name: ECS Midwest LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Troy Vetort

Signature:

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10	$70.00	$700.00
Project Engineer	HR	10	$125.00	$1,250.00
Staff Engineer	HR	50	$70.00	$3,500.00
Field Technician				
Senior Technician	HR	50	$50.00	$2,500.00
Technician	HR	400	$43.50	$17,400.00
Clerical	HR	50	$35.00	$1,750.00
Mileage	MI	5,000	$0.65	$3,250.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	4.0		
Laboratory Testing Services				
Standard Proctor	EA	1	$110.00	$110.00
Modified Proctor	EA	10	$125.00	$1,250.00
Concrete Compression Test (Cylinder by Company)	EA	500	$11.50	$5,750.00
Concrete Compression Test (Cylinder by City)	EA	10	$20.00	$200.00
Handling of Backup Cylinders	EA	160	$1.50	$240.00
Aggregate Sieve Analysis	EA	10	$70.00	$700.00
Atterberg Limits	EA	1	$60.00	$60.00
Permeability, Granular Soils	EA	1	$200.00	$200.00
Permeability, Cohesive Soils	EA	1	$250.00	$250.00
Field Technician Services				
Sample Pickup	EA	1	$15.00	$15.00
Nuclear Density Gauge	½ DAY	100	$20.00	$2,000.00
Nuclear Density Gauge	DAY	5	$50.00	$250.00

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5	$800.00	$4,000.00
Soil Boring	VF	150	$23.25	$3,487.50
Report	EA	1	$2,000.00	$2,000.00

ECS MIDWEST, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT- furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or two (2) times the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to

the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed

Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Contract 23-05 Sidewalk and Curb Repairs***

ATTACHMENTS:

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

CITY OF DE PERE
MEMO

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

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

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

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

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

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

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

Attachments:
2023 0202 Project 23-05 Bid Tab (PDF)

DE PERE

PROJECT 23-05
SIDEWALK AND CURB REPAIR

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

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Contract 23-06 Concrete Street Repairs***

ATTACHMENTS:

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

CITY OF DE PERE
MEMO

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

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

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

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

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

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

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

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

Attachments:
2023 0202 Project 23-06 Bid Tabulation (PDF)

DE PERE

PROJECT 23-06
CONCRETE STREET REPAIRS

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

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Contract 23-13 Crackfilling***

ATTACHMENTS:

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

CITY OF DE PERE
MEMO

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

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

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

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

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

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

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

DE PERE

PROJECT 23-13
CRACKFILLING

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

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Contract 23-15 Sewer Televising***

ATTACHMENTS:

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

CITY OF DE PERE
MEMO

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

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

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

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

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

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

Attachments:
2023 0202 Project 23-15 Bid Tab (PDF)

DE PERE

PROJECT 23-15
SEWER TELEVISING

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

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Project 23-19 Mudjacking-Request for Proposal***

ATTACHMENTS:

- 2023 0213 CI_BOPW_Award_23-19 (PDF)
- 2023 0202 CE_23-19 Bid Tab (PDF)

CITY OF DE PERE
MEMO

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

RE: **Consideration and possible action on award of Project 23-19 Mudjacking – Request for Proposal***

The Engineering Department received a proposal for Project 23-19 Mudjacking on February 2, 2023. This work is for repairs to City sidewalk. The proposal is as follows:

Contractor	Amount
Badger Concrete Lifting, LLC	$6,040

Even though there was only one bidder on this project, the unit prices for Badger Concrete Lifting, LLC have not increased from 2022. A comparison of unit prices for the low bid from the past two years is listed below:

Contractor	Mudjacking Curb & Gutter (LF)	Mudjacking Sidewalk (SF)
Badger Concrete Lifting, LLC (2023)	$4.00	$3.00
Badger Concrete Lifting, LLC (2022)	$4.00	$3.00

The allocated budget amount for the project from the capital improvement fund is $9,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from Badger Concrete Lifting, LLC in the amount of $6,040.

Attachments:
2023 0202 CE_23-19 Bid Tab (PDF)

DE PERE

PROJECT 23-19
MUDJACKING PROPOSALS

				BIDDER NO. 1	
				Badger Concrete Lifting, LLC	
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**BID AMOUNT**
SD-01	Mudjacking Curb & Gutter	LF	10	$4.00	$40.00
SD-02	Mudjacking Sidewalk	SF	2,000	$3.00	$6,000.00
			TOTAL AMOUNT BID:		**$6,040.00**

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Project 23-19A Sidewalk Grinding-Request for Proposal***

ATTACHMENTS:

- 2023 0213 CI_BOPW_Award_23-19A(PDF)
- 2023 0202 CE_23-19A Bid Tab (PDF)

CITY OF DE PERE
MEMO

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

RE: **Consideration and possible action on award of Project 23-19A Sidewalk Grinding - Request for Proposal***

The Engineering Department received a proposal for Project 23-19A Sidewalk Grinding on February 2, 2023. This work is for repairs to City sidewalks. The proposal is as follows:

Contractor	Amount
All Star Cutting & Coring, LLC	$15,080

Nearly all of work completed under Project 23-19A is grinding of sidewalks less than 5-feet wide at locations where City terrace trees have created a hazard. A comparison of unit prices for the low bid from the past two years is listed below:

Contractor	Grinding Sidewalk Less than 5' Wide (EA)	Grinding Sidewalk More than 5' Wide (LF)
All Star Cutting & Coring, LLC (2023)	$75.00	$8.00
ESI, LTD (2022)	$53.25	$11.45

The allocated budget amount for the project from the capital improvement fund is $16,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from All Star Cutting & Coring, LLC in the amount of $15,080.

Attachments:
2023 0202 CE_23-19A Bid Tab (PDF)

DE PERE

PROJECT 23-19A
SIDEWALK GRINDING PROPOSALS

				BIDDER NO. 1	
				All Star Cutting & Coring, LLC	
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**BID AMOUNT**
SD-01	Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EA	200	$75.00	$15,000.00
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	10	$8.00	$80.00
			TOTAL AMOUNT BID:		**$15,080.00**

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and possible action on MSA Professional Services, Inc. Proposal for Community Development Block Grant Application for Street Improvement Projects***

The City contracted with MSA Professional Services, Inc. (MSA) to perform an income survey to determine if the City is eligible for a Community Development Block Grant (CDBG) that would use for street infrastructure improvements on S. Superior Street from Merrill Street south to cul -de -sac and Bomier Street from S. Superior Street to Erie Street (see attached map). The survey concluded over 51% of the persons surveyed were low or moderate income (LMI) which makes the City eligible for the CDBG grant. The next step in the process is for the City to actually apply for the CDBG grant which is due by May 18, 2023. In order to do so, the City needs to hire MSA to apply for the grant for the City. MSA's proposal fees (see attached proposal) are $16,000. This funding was not included in the 2023 budget, so it is recommended the funding come from the unassigned reserve fund. In addition, if the City is successful in securing the CDBG grant, MSA would need to be hired in the future to administer the grant. Costs of doing so is estimated at $35,000.

Staff recommends approving MSA's proposal and funding it from unassigned reserves.

ATTACHMENTS:

- CDBG Income Survey Map 2-7-2023 (PDF)
- MSA CDBG Grant Application Proposal (PDF)

City of De Pere_Income Survey

Residential
Non-Residential
Municipal
Vacant
Income Survey

Service Area(s)
Service Area Reduction
Project Area(s)
Service Area Reduction

Project Area Legend

Professional Services Agreement

MSA Project Number: 09441032

This AGREEMENT (Agreement) is made today _____, 2023 by and between CITY OF DE PERE (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: CDBG-PF Application

The scope of the work authorized is: See Attachment B

The schedule to perform the work is: Approximate Start Date: _____
Approximate Completion Date: 06/01/2023

The lump sum fee for the Application work is: $12,500
The estimated hourly fee for the Environmental Review is: $3,500

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Payment for these services will be on a lump sum and hourly basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF DE PERE

James Boyd
Mayor
Date:_____

Attest: City Clerk (WI Only)

Clerk Name: Carey Danen,
Date:_____

335 S Broadway
De Pere, WI 54115
Phone: 920-339-4072

MSA PROFESSIONAL SERVICES, INC.

Brittney Mitchell

Brittney Mitchell
Team Leader
Date: 02/03/2023

Benjamin Andrews

Ben Andrews
Community Development Specialist
Date:02/03/2023

1500 N. Casaloma Dr., Ste 100
Appleton, WI 54913
Phone: 920-545-2086

ATTACHMENT A:
RATE SCHEDULE

CLASSIFICATION	LABOR RATE
Administrative	$ 80 – $140/hr.
Architects	$ 65 – $190/hr.
Community Development Specialists	$125 – $150/hr.
Digital Design	$150 – $170/hr.
Environmental Scientists/Hydrogeologists	$100 – $150/hr.
Geographic Information Systems (GIS)	$ 80 – $170/hr.
Housing Administration	$ 80 – $140/hr.
Inspectors/Zoning Administrators	$ 95 – $120/hr.
IT Support	$150 – $170/hr.
Land Surveying	$ 85 – $170/hr.
Landscape Designers & Architects	$ 85 – $190/hr.
Municipal Advisor	$150 – $190/hr.
Planners	$ 90 – $150/hr.
Principals	$170 – $300/hr.
Professional Engineers/Designers of Engineering Systems	$130 – $170/hr.
Project Managers	$135 – $230/hr.
Real Estate Professionals	$120 – $130/hr.
Staff Engineers	$ 65 – $120/hr.
Technicians	$ 85 – $130/hr.
Wastewater Treatment Plant Operator	$ 75 – $ 90/hr.

REIMBURSABLE EXPENSES	
Copies/Prints	Rate based on volume
Specs/Reports	$10
Copies	$0.20/page
Plots	$0.015/sq.in.
Flash Drive	$10
GPS Equipment	$30/hour
Laser Level	$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + $5/day
Mileage – MSA Vehicle	$0.70 mile
Nuclear Density Testing	$25.00/day + $10/test
Organic Vapor Field Meter	$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	$30/hour
Drone Flight	$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

Attachment B

Scope of Services

Scope of Services: CDBG Public Facilities (PF) Application

Working in conjunction with the City of De Pere (OWNER), MSA agrees to provide services for the preparation of an application for a CDBG-PF grant to the Department of Administration,as hereinafter stated. The liability related to the application, administration and/or other assistance provided is limited to the stated fee for said assistance. MSA is committed to high quality service and performance of the scope herein and is not responsible for the actions of others including but not limited to the agencies associated with these funding sources and oversight.

SECTION 1: CDBG Application

1A: Basic Services- Project Proposal CDBG-PF $12,500 (lump sum)

1. Participate in one planning meeting with OWNER staff.
2. Review Project Eligibility with staff from Department of Administration.
3. Provide the OWNER with a draft Citizen Participation Plan for adoption by the OWNER, if necessary.
4. Attend and participate in required citizen participation public hearing.
5. Complete and submit the CDBG-PF application to the OWNER for review. Revise if necessary.
6. Prepare for signature all resolutions, letters, documents and notices as required by the application and submit to the OWNER for review.
7. Submit application to the Department of Administration and respond to questions, as needed.

1B: Additional Services – Available Upon Request

1. Acquisition of Property
    a. If authorized by the OWNER, MSA shall furnish, or cause to be furnished, additional services and assistance required for property acquisition in compliance with CDBG or DOT rules. MSA does not assume any liability for the other parties to the acquisition.

1C: CDBG Application - The Owner's Responsibility

The OWNER will:

1. Examine all studies, reports, estimates, and other documents presented by MSA.
2. Provide such legal, financial, accounting, public facilities, appraisals, easements, and insurance counseling services as may be required for the application.
3. Provide MSA with copies of existing studies, reports, plans, maps, and surveys relative to the documentation of needs of the City and particularly those that are

relevant to neighborhood revitalization planning and public works needs documentation.

4. Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.
5. Advertise and make arrangements for citizen participation public hearing(s) and/or meeting(s). The City will be responsible for all notice and public hearing/meeting publishing costs.
6. Participate in program planning as well as review and approve application.
7. Specific responsibilities related to any additional services required.

SECTION 2: CDBG Application Environmental Review

2A: CDBG-PF Environmental Review $3,500 (Est. Hourly)

1. Environmental Review
    a. Prepare a Desktop Environmental Review Record according to 24 CFR Part 58 requirements to include
        i. Review of maps and records available on publicly accessible websites and portals
        ii. Completion and submission of Review Record and associated documentation
    b. Request release of funds after environmental review is completed.
    c. Desktop environmental review does not include:
        i. Archeological survey
            1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
        ii. Hydrological study
            1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
        iii. Contaminated soil/hazardous waste mitigation
            1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
        iv. Publication

Any necessary publication shall be published by the Owner or contracted as a reimbursable expense

SECTION 3: Equal Opportunity Statement

3A: Equal Opportunity

MSA agrees to comply with the following Equal Opportunity provisions:

1. Section 109 of the Housing and Community Development Act of 197 4. No person in the United States shall, on the ground of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
2. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
3. Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally assisted construction contracts in excess of $2,000.

MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

8. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

9. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

10. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

11. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

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

12. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

14. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and Possible Action Regarding Engineering Technical Services Regarding Installation of AT&T's Wireless Antennae Facilities on Merrill Street Water Tower***

The City received a request from AT&T regarding installation of wireless antennae facilities on the City's Merrill Street water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by AT&T. Staff has received payment from AT&T for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the AT&T's wireless upgrade on the Merrill Street water tower.

ATTACHMENTS:

- De Pere Merrill ATT (WI6443) 12.30.22 Proposal (PDF)

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

4811 S. 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

Proposal/Contract Agreement for Antennas

City of De Pere, Wisconsin / (WI6443)
250,000 Gallon Double Ellipse – Merrill Tank 49-05-11-02

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

1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Six Thousand Two Hundred** dollars **$6,200**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Attend a Precon Meeting, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, Vice President — December 30, 2022
PROPOSED by DIXON (Not a contract until approved by an officer) — PROPOSAL DATE

_____
CONTRACT APPROVED by OWNER — POSITION — DATE

_____
CO SIGNATURE (if required) — POSITION — DATE

_____
CONTRACT APPROVED by DIXON OFFICER — EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.

B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.

C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

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

2. For Convenience,
   a. By OWNER effective upon the receipt of notice by DIXON.

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

6.01 Controlling Law

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

7.01 Successors, Assigns, and Beneficiaries

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

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

8.01 General Considerations

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

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

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

D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.

F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.

H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

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

8.03 Headings

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

SCHEDULE A

City of De Pere, Wisconsin / (WI6443)
250,000 Gallon Double Ellipse – Merrill Tank 49-05-11-02

I. Design Drawings and Structural Calculations Review:
   a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal are included.

II. Site Work for:
   a. Attend and participate in a Preconstruction Meeting.
   b. Perform Installation Inspections as the project progresses and a final post inspection to compare with design criteria. These inspections include a letter report and photographs.

SCHEDULE B

City of De Pere, Wisconsin / (WI6443)
250,000 Gallon Double Ellipse – Merrill Tank 49-05-11-02

I. PAYMENT

a. When service is rendered Owner shall pay DIXON the following line item prices:
   i. Schedule A, Item I, Design Drawings and Structural Calculations Review, the lump sum of $**1,850**.

b. Owner shall pay DIXON the following line items times the number of units used:
   i. Schedule A, Item II
      1. **(1)** Preconstruction Meeting $**1,450** per meeting
      2. **(2)** Installation Inspections $**1,450** per inspection ($2,900 Total)

II. INVOICES

a. Invoices will be compiled monthly.

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

Attachment C
Employee Billable Rates and Terms
Antennas

Labor Class	Per Hour	Overtime Rate*
Principal	$400.00	
Officer/Associate	$200.00	
Project Manager	$187.00	$281.00
Engineer	$193.00	$291.50
CWI Welding RPR	$206.00	$308.00
DIXON Level 3 or NACE certified Level 3 RPR	$189.00-$171.00	$194.00-$255.00
DIXON Level 2 or NACE Level 2 RPR	$113.00-$143.00	$169.00-$215.00
DIXON Level 1 or NACE Level 1 RPR	$106.00-$118.00	$158.00-$176.00
Contract Support Staff	$135.00-$165.00	$204.00-$248.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging	$140.00 per diem	$130.00 per diem
Meals	$62.00 per diem	$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2023 (Revised: 9/8/2022)

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and Possible Action Regarding Engineering Technical Services Regarding Installation of AT&T's Wireless Antennae Facilities on Matthew Water Tower***

The City received a request from AT&T regarding installation of wireless antennae facilities on the City's Matthew water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by AT&T. Staff has received payment from AT&T for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the AT&T's wireless upgrade on the Matthew water tower.

ATTACHMENTS:

- De Pere Matthew ATT (WI6303) 12.30.22 Proposal (PDF)

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

4811 S. 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

Proposal/Contract Agreement for Antennas

City of De Pere, Wisconsin / (WI6303)
500,000 Gallon Spheroid - Matthew Tank 49-05-11-03

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

1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Six Thousand Two Hundred** dollars **$6,200**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Attend a Precon Meeting, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, Vice President — December 30, 2022
PROPOSED by DIXON (Not a contract until approved by an officer) — PROPOSAL DATE

_____
CONTRACT APPROVED by OWNER — POSITION — DATE

_____
CO SIGNATURE (if required) — POSITION — DATE

_____
CONTRACT APPROVED by DIXON OFFICER — EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.

B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.

C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

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

2. For Convenience,
   a. By OWNER effective upon the receipt of notice by DIXON.

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

6.01 Controlling Law

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

7.01 Successors, Assigns, and Beneficiaries

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

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

8.01 General Considerations

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

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

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

D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.

F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.

H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

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

8.03 Headings

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

SCHEDULE A

City of De Pere, Wisconsin / (WI6303)
500,000 Gallon Spheroid - Matthew Tank 49-05-11-03

I. Design Drawings and Structural Calculations Review:
   a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal are included.

II. Site Work for:
   a. Attend and participate in a Preconstruction Meeting.
   b. Perform Installation Inspections as the project progresses and a final post inspection to compare with design criteria. These inspections include a letter report and photographs.

SCHEDULE B

City of De Pere, Wisconsin / (WI6303)
500,000 Gallon Spheroid - Matthew Tank 49-05-11-03

I. PAYMENT

a. When service is rendered Owner shall pay DIXON the following line item prices:
   i. Schedule A, Item I, Design Drawings and Structural Calculations Review, the lump sum of $**1,850**.

b. Owner shall pay DIXON the following line items times the number of units used:
   i. Schedule A, Item II
      1. **(1)** Preconstruction Meeting $**1,450** per meeting
      2. **(2)** Installation Inspections $**1,450** per inspection ($2,900 Total)

II. INVOICES

a. Invoices will be compiled monthly.

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

Attachment C
Employee Billable Rates and Terms
Antennas

Labor Class	Per Hour	Overtime Rate*
Principal	$400.00	
Officer/Associate	$200.00	
Project Manager	$187.00	$281.00
Engineer	$193.00	$291.50
CWI Welding RPR	$206.00	$308.00
DIXON Level 3 or NACE certified Level 3 RPR	$189.00-$171.00	$194.00-$255.00
DIXON Level 2 or NACE Level 2 RPR	$113.00-$143.00	$169.00-$215.00
DIXON Level 1 or NACE Level 1 RPR	$106.00-$118.00	$158.00-$176.00
Contract Support Staff	$135.00-$165.00	$204.00-$248.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging	$140.00 per diem	$130.00 per diem
Meals	$62.00 per diem	$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2023 (Revised: 9/8/2022)

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and possible action on State – State/Municipal Financial Agreement for STH 32 from Merrill Street to Cook Street***

The City received the attached email from the DOT regarding their upcoming STH 32 project from STH 96 to Cook Street. The DOT has proposed extending this project from Cook Street to Merrill Street as a resurfacing type project. Since this section of STH 32 is connecting highway, the City needs to enter into a State/Municipal Financial Agreement (SMFA) which requires the City to fund 25% of the design in the amount of $19,550. (See attached agreement) The project is proposed to be constructed in 2027 contingent of funding availability.

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

ATTACHMENTS:

- STH 32 Merrill to Cook DOT Email 1-6-2023 (PDF)
- STH 32 - WisDOT Project 4085-65-01 SMFA 2-6-2023 (PDF)

Scott Thoresen

From: Ebent, Anne - DOT <Anne.Ebent@dot.wi.gov>
Sent: Friday, January 6, 2023 10:23 AM
To: Scott Thoresen; Eric Rakers
Cc: Gwidt, Eric - DOT; Ebent, Anne - DOT
Subject: City of De Pere - State Highway 32 - WisDOT Project 4085-65-01/72
Attachments: 40856501_72 DE PERE STH 32 COOK STREET TO MERRILL STREET ORG SMFA 01062023 DRAFT.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Scott and Eric,

The Wisconsin Department of Transportation (WisDOT) Northeast Region (NER) currently has a project (Project 4085-65-00/71) scheduled on State Highway 32, beginning near State Highway 96 and ending at the connecting highway limits located at Cook Street.

The WisDOT is working in accordance with the 2020-2029 Transportation Asset Management Plan (TAMP), which focuses on delivering a high-quality state trunk highway system at a minimum practicable cost. Please refer to the following link for additional information regarding the TAMP. https://wisconsindot.gov/Pages/projects/multimodal/tamp.aspx

When reviewing the latest Pavement Management Decision Support System (PMDSS) data, it was determined that the connecting highway pavement is eligible for an improvement project. According to the PMDSS data, a resurface level improvement may be scheduled on the connecting highway portion beginning at Cook Street, extending to the joint (asphalt/concrete) located just south of the Merrill Street intersection. The tentative schedule for this work would be 2027, contingent of funding availability. This project would be constructed with Project 4085-65-00/71.

Because this section of highway is a connecting highway, the city of De Pere would be responsible for 25% of the design costs. If in agreement to move forward with a project, see the attached State/Municipal Financial Agreement (SMFA). Please review, sign and return back to me (electronically is fine). The estimated costs shown are conceptual and the SMFA will be revised throughout the scoping and design phases of the project. There may be additional cost share for construction items identified as the project goes through the scoping and design phases; items the city may want to include with the project. Once I receive the signed SMFA, the WisDOT Northeast Region will request authorization for design and begin our scoping process.

Please let me know if you would like to meet with us to discuss further.

Thank you,
Anne

Anne M. Ebent, P.E.
Programming/Scoping Engineer
Wisconsin Department of Transportation
Northeast Region
Phone: (920) 492-5694
wisconsindot.gov

If this is related to a records request, please email: dotdtsdnerecords@dot.wi.gov

	Original **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT**	Date: January 6, 2023 I.D.: 4085-65-01/72 Road Name: State Highway 32 Title: Broadway Street, C of De Pere Limits: Cook Street – Merrill Street County: Brown Roadway Length: 0.4 miles

The signatory **city of De Pere**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is a connecting highway.

Broadway Street, for most of the length of the project, is a 4-lane divided highway consisting of 2, 12-foot lanes in each direction. Between Cook Street and Bomier Street, is a rural section; curb and gutter and sidewalk are located along the project limits between Bomier Street and Merrill Street.

Improvements were identified on the 2021 Pavement Management Decision Support System (PMDSS).

Proposed Improvement - Nature of work: It is anticipated the proposed improvements will consist of a resurface level improvement project. The project will begin at the connecting highway limits north of Cook Street and will extend to the asphalt/concrete joint located south of the Merrill Street intersection.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The non-participating work will be determined as this project continues through the design process; it is anticipated the municipality will be responsible for any sanitary or water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development	$ 78,200	$ 58,650	75%	$ 19,550	25%
Real Estate Acquisition:					
Acquisition	$ -	$ -		$ -	
[1]Construction:					
Roadway (cat 0010)	$ 384,200	$ 384,200	100%	$ -	
subtotal 4085-65-72					
Non-Participating	TBD				100%
Total Cost Distribution	**$ 462,400**	**$ 442,850**		**$ 19,550**	

1. Estimates include construction engineering.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

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

Name (print) Title

Signature Date

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

Name Title

Signature Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited

to participation in the costs of the following items as specified in the Summary of Costs:

(a) Design engineering and state review services.

(b) Real Estate necessitated for the improvement.

(c) Compensable utility adjustment and railroad force work necessitated for the project.

(d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

(e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

(f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

(g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

(h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

(i) Replacement of existing driveways, in kind, necessitated by the project.

(j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

(a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

(b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

(c) Roadway and bridge width in excess of standards.

(d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

(e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

(f) Parking lane costs.

(g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(i) Conditioning, if required, and maintenance of detour routes.

(j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of

costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

8. Basis for local participation:

   (a) The Municipality will be responsible for 25% of the design for the anticipated resurface level improvement project. Any additional work per the request of the Municipality will be funded by the Municipality.

   (b) Non-participating construction costs and cost share will be further defined as this project continues through the design process.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on City Engineer Parking and Traffic Recommendations***

ATTACHMENTS:

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

CITY OF DE PERE

Public Works Department

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

City Engineer Parking and Traffic Recommendations
February 1, 2023 Meeting

Parking and Parking Lot Items:

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

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

No Parking
Delete:

Street	*Side of Street*	*From Curbline*	*To Curbline*
Michigan Street	*W*	*Lewis Street*	*Charles Street*

No Parking
Insert:

Street	*Side of Street*	*From Curbline*	*To Curbline*
Michigan Street	*E*	*Lewis Street*	*Charles Street*

Signs – Other

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

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

Schedule B
Stop Intersections/Right Turn No Stop
Insert:

Traffic On	*Stops At*
Commerce Drive	*Rockland Road*

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items**

ATTACHMENTS:

- 2023 0213-BOPW-PTTeam-Discussion (PDF)
- Figure 1 from Crosswalk Policy (PDF)

CITY OF DE PERE

Public Works Department

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

Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items
February 1, 2023 Meeting

Pedestrian and Bicycle Items

1. Consider crosswalk on Saddlebrook at Shetland
    - Curb ramps were installed in 2022.
    - Neither street is a collector so a crosswalk would not meet our policy

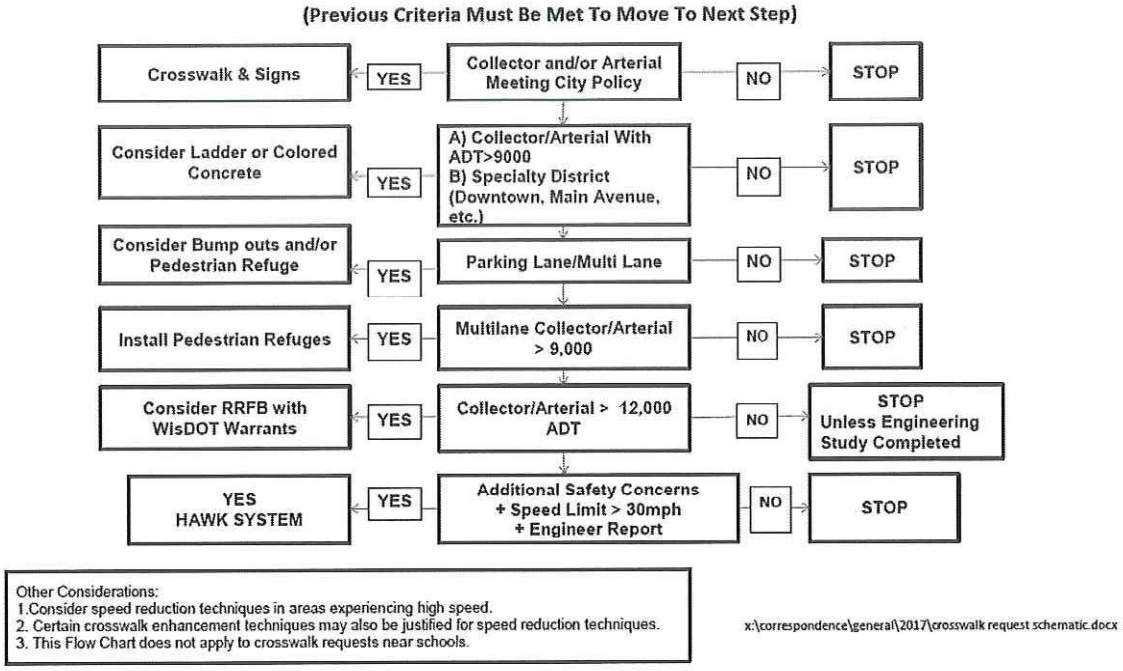
    No Action.

Signs - Other

2. Consider flashing yellow lights at Lewis Street on Broadway due to vehicles blocking intersection for emergency access.
    - Staff reviewed with Fire and Police. It is not an issue that warrants action at this time.

    No action.

Figure 1: Crosswalk Request and Enhancement Process Flow Chart



Traffic Engineering Studies

A traffic engineering study is required to determine if the guidelines in this Policy and *MUTCD* warrants are satisfied for the installation of a marked crosswalk at a particular location. The components of a Traffic Engineering Study will vary by location, but typically should include consideration of:

- Speed and volume on the street involved
- Pedestrian volume, age and level of mobility
- Location of pedestrian origins and destinations and crossing patterns
- Existing sidewalk network and sidewalk ramps
- Adequacy of sight distances and absence of sight obstructions
- Street characteristics including grade, curvature, pavement markings, pavement widths, number of vehicle and bicycle lanes
- Location of adjacent driveways
- On-street parking
- Street lighting
- Location of drainage structures
- Distance to nearest marked crossing
- Traffic signal progression
- Potential for rear-end crashes