



# Board of Public Works

## Regular Meeting

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

### Agenda

---

|                                  |                |                                     |
|----------------------------------|----------------|-------------------------------------|
| <b>Monday, February 12, 2024</b> | <b>7:30 PM</b> | <b>Council Chambers and Virtual</b> |
|----------------------------------|----------------|-------------------------------------|

---

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 12, 2024 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

**The Public or Members of the Board of Public Works, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:**

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

*This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperecitywi.igmp2.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 8, 2024 Board of Public Works Meeting Minutes
  - 2. Consider and Possible Action Regarding St. Norbert College Request for Garbage & Recycle Collection\*
  - 3. Consideration and possible action on Resolution for Emergency Repairs under Project 23-16
  - 4. Consider and Possible Action on Approval of Temporary Limited Easement (TLE) Donation for Parcels WD-D00037-2 and WD-D0035-1 to Brown County for CTH GV Project.\*
  - 5. Consideration and possible action on the Agreement for Payment for Relocation and Replacement of Municipal Utility Facilities associated with I41 and Generations Boulevard Interchange\*
  - 6. Consider and Possible Action Regarding Village of Ashwaubenon Request for Support for Trail Extension on Main Avenue\*
  - 7. Consideration and possible action regarding American Boulevard Sidewalk

8. Consider and Possible Action Regarding New Yard Waste Sites\*
9. Consider and Possible Action Regarding Public Parking on City Owned Lot at 360 Main Avenue\*
10. Discuss Full Sanitary Lateral Replacement
11. Consideration and possible action on Updates to the Foundation Drain Disconnection Program Policy
12. Consideration and possible action on Third Amendmant to 2021 Agreement for 2024 Consulting Services\*
13. Consideration and possible action on Quotes for 2024 Materials Testing and Soil Borings\*
14. Consideration and possible action on award of Contract 24-03 Sewer Lining\*
15. Consideration and possible action on award of Contract 24-05 Sidewalk and Curb Repairs\*
16. Consideration and possible action on award of Contract 24-13 Crackfilling\*
17. Consideration and possible action on award of Project 24-19 Mudjacking-Request for Proposal\*

IV. Future Agenda Items

V. Adjournment

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

**\*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 12, 2024 so that arrangements can be made.

Agenda Sent To:

MAYOR

ALDERPERSONS

DEPARTMENT HEADS

DEFINITELY DE PERE

BAY AREA TESTING & CONSULTING, LLC

BADGER CONCRETE LIFTING, LLC

ROBERT E. LEE AND ASSOCIATES, INC

VISU-SEWER, INC

DE PERE CHAMBER OF COMMERCE

TV, NEWSPAPERS & RADIO

KRESS FAMILY LIBRARY

SAINT NORBERT COLLEGE

ECS MIDWEST, LLC

HIGHWAY LANDSCAPERS, INC

ASPHALT SEAL & REPAIR, INC

WISCONSIN DEPT OF TRANSPORTATION



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Board of Public Works

**FROM:** Betty Marovich

**SUBJECT:** Approval of the January 8, 2024 Board of Public Works Meeting Minutes

---

**ATTACHMENTS:**

- 2024 0108 BOPW\_Draft Minutes (PDF)



# Board of Public Works

## Regular Meeting

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

### Draft Minutes

Monday, January 8, 2024

7:30 PM

Council Chambers and Virtual

#### I. Call to Order

The meeting was called to order at 7:30 PM by Mayor James Boyd

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

Scott Thoresen, Director of Public Works  
Eric Rakers, City Engineer  
Chase Kuffel, Assistant City Engineer  
Marty Kosobucki, Parks, Recreation & Forestry Director  
Larry Delo, City Administrator  
Betty Marovich, Recording Secretary  
Eric Zygarlicke, Water Department Supervisor (Remote)  
Shannon Metzler, HR Director (Remote)

#### 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 13, 2023 Board of Public Works Meeting Minutes

Aldersperson Raasch moved to approve the November 13, 2023 Board of Public Works Meeting Minutes, seconded by Aldersperson Carpenter. Upon vote, the motion passed unanimously.

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | Dean Raasch, Aldersperson                               |
| <b>SECONDER:</b> | Dan Carpenter, Aldersperson                             |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch |
| <b>EXCUSED:</b>  | Shana Defnet Ledvina                                    |

##### 2. Consider and Possible Action on Replacing Existing Service Signs on S. Broadway & Bicentennial Park\*

Scott Thoresen, Director of Public Works, outlined the previous action taken by the Board of Public Works in October 2023 regarding the service signs. Mr. Thoresen stated that following the October 2023 meeting, notices were sent to the service groups outlining the action taken by the Board. Mr. Thoresen received replies from multiple service groups requesting to keep the signs on S. Broadway and Bicentennial Park. Mr. Thoresen further outlined a policy from 2015 regarding the service signs. Mr. Thoresen recommended changes to the policy if the Board decided to retain the signs at the request

of the service groups. Mr. Thoresen explained revisions requested by the service groups and whether staff approved these recommendations or not. These recommendations included:

1. Under the section II Plaques on City Welcome Signs B Requirements sub section 5, recommended the following: if the Director is not able to contact the Civic group the sign maybe destroyed after 60 days. Staff did not have an issue with this revision.
2. Under IX Placement/Removal of Signs Subsection B; it may take longer than a month to replace a sign, recommend that the Director may approve a plan for replacement. Staff did not have a problem with this revision.
3. Suggested a new section to the policy outlining the following. Maintenance of Sign Structure and Area:
  - a. The City will maintain the Landscape area around the sign including trimming or removal trees to maintain the aesthetic of the sign including a proper sight line. Staff did not have a problem with this revision.
  - b. Maintain the structure of the sign by periodic sanding, prepping, and painting. The estimated cost for materials will be born by the civic groups. Labor is to be provided by the City. Staff did not agree with City providing labor and stated all costs should be the responsibility of the service groups.
  - c. Structural issues with the sign will be discussed by the Civic Groups for possible replacement. Staff suggested spelling out that costs would be the responsibility of the service groups.
4. Suggested that under the first paragraph that the City will endeavor to provide such areas for displaying such signage to foster an engaged community spirit. Staff did not believe there should be any other messages on the sign other than what is presently displayed.

Aldersperson Carpenter asked if there was a limit on the size of the sign and how many civic groups could be included. Mr. Thoresen responded that nine could be included based on the 2015 policy. Aldersperson Carpenter stated his preference to have all the service groups contacted and allow them to get on the signs to show support of the service groups. Mr. Thoresen explained that based on the size of the current structure, nine signs could fit and that making the signs smaller in order to fit more would cause them to not be able to be read. Mr. Thoresen further explained that the original signs were chosen on a first come-first serve basis with a waiting list after the nine spots were filled; if a group was to become inactive or take down their sign then the next group on the wait list would be given the opportunity to install their sign. Aldersperson Carpenter requested if the sign was redesigned that more groups be able to display signs. Mayor Boyd stated that the civic groups are all represented that he could think of. Aldersperson Hansen read the policy definition and stated that it would cover groups such as Pink Flamingo for inclusion. Mayor Boyd stated that he could think of about 15 organizations that would qualify under that definition and suggested making the definition stricter rather than opening it up for those groups. Aldersperson Hansen asked if staff was aware of any inactive groups being displayed currently, such as Ecumenical Partnership for Housing. Mr. Thoresen stated that he did not think that organization was active and has not heard from them when he sent out notices. Mr. Thoresen added that staff would plan to take down plaques from groups that have not responded.

Mayor Boyd moved to open the meeting at 7:43 PM, seconded by Aldersperson Carpenter

Mike Stumpf, 1826 Briarwood Ct, thanked the Board for the opportunity to speak in favor of keeping the service signs. Mr. Stumpf asked if the original complaint had been resolved regarding the service signs. Alderperson Hansen replied that the landscaping had been cleaned up but the paint and signs have not been refreshed.

Mr. Stumpf asked if the signs were structurally sound. Mr. Thoresen stated they have not been evaluated. Mayor Boyd stated they would be evaluated.

Mr. Stumpf appreciated that staff agreed with some of the recommendations for revisions to the 2015 policy. Mr. Stump explained his position with regards to the cost of materials and labor and why he recommended it the way he did. Mr. Stumpf, on behalf of the Lions Club, offered to take the lead for paying for materials and billing service groups.

Pat Lennon, 553 Fernando Dr, informed the Board that the Ecumenical Partnership for Housing was active and connected to the De Pere Christian Outreach and Food Pantry. Mayor Boyd asked if Mr. Lennon could let the group know that the City was trying to reach them.

Dave Reinardy, 446 Wilcox Ct, on behalf of De Pere Rotary, stated his support of the policy and retaining the service signs.

Mayor Boyd moved to return to regular session at 7:50 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Alderperson Carpenter asked if the policy was still in place that allowed groups to use City equipment. Mr. Thoresen explained that policy no longer existed because of liability. Mayor Boyd suggested strengthening the definition of a civic group in the policy. Mr. Thoresen stated that staff would work with the City Attorney to re-draft the policy for the service group signs to include the revisions discussed and bring back to the Board for consideration around March. Mr. Thoresen stated that he would also have staff evaluate the structure of the current signs, likely this spring. Mayor Boyd asked for further clarification with regards to who will perform maintenance and repairs. Mr. Thoresen stated that if staff can perform the maintenance and repairs internally it would be charged back to the service groups and if staff is unable to complete the work and a contractor needs to be brought in, staff would discuss with the service groups whether they will to move forward with those repairs at their expense. Mr. Thoresen added that in the event of large-scale structural repairs, discussions could be had regarding adding to the overall size of the signs to include more groups. Alderperson Raasch clarified that the City owned the signs, but were requesting that the service groups participate in the maintenance and costs associated with such. Mr. Thoresen and Mayor Boyd stated that was the intent. Alderperson Raasch suggested that a definition of a civic group may exist that states qualifying criteria for becoming a civic group that may strengthen the policy. Alderperson Raasch questioned how much the service groups would be able and willing to participate financially for repairs, which could take monies away from the causes they support and would Lions Club be able to up-front the monies for repairs as offered by Mr. Stumpf. Alderperson Carpenter expressed interest in finding funds to assist with service group repairs to the signs. Mayor Boyd suggested waiting until costs are better known before committing funding. Alderperson Raasch suggested public works having a line item in the budget for service group sign repairs. Larry Delo, City Administrator, explained that if monies are budgeted in the future, they need "serve a public purpose" and cannot be arbitrary.

Mayor Boyd moved to open the meeting at 8:02 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Mr. Stumpf explained why he suggested that the City perform the maintenance and repairs including liability concerns over having older individuals on ladders on City property. Mr. Stumpf added that when he thinks of events in De Pere, he thinks of Pink Flamingo and Celebrate De Pere, and Mr. Stumpf added that he believed both have contributed substantially to the City. Mr. Stumpf stated that he believes the service signs directly relate to the City mission statement to "foster and engage community spirit". Mr. Stumpf suggested adding the City logo to the top of the service signs. Mr. Lennon agreed with Mr. Stumpf with regards to the potential liability of having service group members working on City property and suggested having an annual rental fee per sign to cover labor costs for maintenance. Mr. Lennon added that the City could insure the sign on their property and have it covered in the event of an accident, but the service groups could not and would be covering the cost of replacement.

Mayor Boyd moved to return to regular session at 8:07 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Alderperson Carpenter requested staff work with the service groups to finalize the policy following the discussions and ideas brought up and bring the policy back for consideration. Mr. Thoresen stated staff's first step will be to update the policy and get that approved by the service groups, legal department, and the Board. Alderperson Hansen stated his support for the City owning the sign, adding the City logo, and providing the labor for upkeep. Alderperson Raasch stated his concerns over cost and the need to have serious conversations with regards to who covers major repairs or replacements. Alderperson Raasch also stated his support of an annual fee from service groups displayed on the signs to help cover maintenance labor costs. Mayor Boyd stated that annual fees are difficult to track but will remain part of the conversations moving forward for policy revisions.

Mayor Boyd moved to retain the signs, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | James Boyd, Mayor                                       |
| <b>SECONDER:</b> | Dan Carpenter, Alderperson                              |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch |
| <b>EXCUSED:</b>  | Shana Defnet Ledvina                                    |

3. Consideration and possible action on Main Avenue Underpass Maintenance

Marty Kosobucki, Parks, Recreation & Forestry Director, summarized the options provided by staff for maintenance of the Main Avenue underpass including:

1. full maintenance, which was not recommended by staff or insurance. This option would require multiple personnel, equipment, and full traffic control operations, along with the purchase of a new slope mower.
2. acquire boom mower to mow the hillside; staff does not believe a larger boom mower will reach the entire hillside and will still require additional maintenance around obstacles and full traffic control operations.
3. contract service for mowing slope. Staff reached out to 18 local companies and none had interest in completing this work.

4. leave to grow naturally with minimal maintenance to ensure driver safety. This would require periodic minimal traffic control operations. This option is preferred by insurance.  
 5. goats for hire. Staff is still investigating this option and this option poses a new safety hazard of drivers ogling goats while in this area.  
 Staff recommends allowing the Main Avenue underpass to grow naturally with minimal maintenance until the area can be redesigned with Main Avenue reconstruction.

Mayor Boyd added that staff had previously been maintaining private property and this issue would need to be further discussed with those property owners moving forward. Mr. Kosobucki confirmed that staff discovered during this review that a sizable portion of land had been getting maintained by the City in the past. Mayor Boyd asked if staff did minimal maintenance if the private properties would be impacted. Mr. Kosobucki stated that the level of maintenance recommended would only be about a three foot cut along the curb line and would not impact the private property.

Alderson Raasch expressed his support for trimming along the top and bottom of the underpass and requested litter cleanup for the entire area. Alderson Raasch asked if it was possible to plant trees or wildflowers in the underpass for aesthetics. Mr. Kosobucki cautioned against trees but stated something could be done if the Board decided they wanted to spend the money, that would likely be ripped out with the Main Avenue reconstruction in a few years. Alderson Hansen requested the tall weed-like plants be removed. Mr. Kosobucki stated that many of the plants that appeared to be weeds are small trees and staff would remove those before they impact the hillside. Alderson Hansen stated his support for leaving the underpass to grow naturally with minimal maintenance but requested staff complete their investigation into the goats for hire. Alderson Carpenter asked if staff had the pest control contractor look into rodent issues in the area. Eric Rakers, City Engineer, stated staff did not review with the contractor yet. Mr. Rakers added that most of the concerns seemed centered on mice which may be outside the scope of work for the contractor. Alderson Carpenter stated that he did not support the goats for hire in this location. Alderson Raasch suggested using the goats in the different area that would be safer for onlookers and goats alike. Mr. Kosobucki stated that the goats are planned to help eradicate buckthorn and other invasives along the East River.

Alderson Carpenter moved to leave the underpass to grow naturally with minimal maintenance including trimming top and terrace, removing trees, and cleaning up trash, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | Dan Carpenter, Alderson                                 |
| <b>SECONDER:</b> | James Boyd, Mayor                                       |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch |
| <b>EXCUSED:</b>  | Shana Defnet Ledvina                                    |

4. Consider and Possible Action on Water Volume Charges for PSC Rate Case\*

Scott Thoresen, Director of Public Works, outlined the past action by the Board regarding the PSC rate case study for water rates. Mr. Thoresen explained that one of the aspects to be evaluated is the water volume charges and explained that presently the City has a declining rate structure which means as the water volume increases, the rate decreases. Mr. Thoresen explained there were two other options to consider:

1. constant rate structure. This means the price remains fixed no matter how much water is used.

2. inclining rate structure. This means the price increases as the volume increases. Staff is recommending retaining a declining rate structure.

Aldersperson Hansen moved to retain the declining rate structure, seconded by Mayor Boyd.

Aldersperson Carpenter asked if the new rates were included in the memo. Mr. Thoresen stated those were the existing rates.

Upon vote, the motion passed unanimously.

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | Jonathon Hansen, Aldersperson                           |
| <b>SECONDER:</b> | James Boyd, Mayor                                       |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch |
| <b>EXCUSED:</b>  | Shana Defnet Ledvina                                    |

5. Consideration and possible action on Private Water System Inspection and Maintenance Ordinance\*

Eric Zygarlicke, Water Department Supervisor, explained the draft ordinance included in the packet for consideration.

Mayor Boyd moved to approve the Private Water System Inspection and Maintenance Ordinance, seconded by Aldersperson Hansen. Upon vote, the motion passed unanimously.

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | James Boyd, Mayor                                       |
| <b>SECONDER:</b> | Jonathon Hansen, Aldersperson                           |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch |
| <b>EXCUSED:</b>  | Shana Defnet Ledvina                                    |

6. Consideration and possible action on updates to 2022 General Conditions and Standard Specifications

Aldersperson Carpenter moved to approve the updates to General Conditions and Standard Specifications for 2024, seconded by Aldersperson Hansen. Upon vote, the motion passed unanimously.

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | Dan Carpenter, Aldersperson                             |
| <b>SECONDER:</b> | Jonathon Hansen, Aldersperson                           |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch |
| <b>EXCUSED:</b>  | Shana Defnet Ledvina                                    |

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

Eric Rakers, City Engineer, outlined the parking and traffic recommendations as follows:

1. painting parking stalls on Main Ave

2. allowing parking on James St on the north side

Mayor Boyd stated he had originally received this request and the businesses in that area will appreciate this change. Alderperson Raasch asked how many stalls would be available. Mr. Rakers stated that stalls would not be painted but that the block is +/- 200 feet and only has one driveway.

3. traffic light flash operations at Broadway/Merrill from midnight to 5 am

4. remove Main/Lawrence signal from ordinance

Mayor Boyd moved to approve parking and traffic recommendations, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | James Boyd, Mayor                                       |
| <b>SECONDER:</b> | Dean Raasch, Alderperson                                |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch |
| <b>EXCUSED:</b>  | Shana Defnet Ledvina                                    |

8. Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items

Eric Rakers, City Engineer, outlined the parking and traffic discussion items as follows:

1. Main Annex parking restrictions

2. overnight parking on Maplewood Ct

3. truck traffic on Garroman Drive, including installation of "No Truck Route" signs

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>DISCUSSED</b> |
|----------------|------------------|

9. Consideration and possible action on the 2024 Storm Lateral Assessment Charge for Existing Residential Properties

Eric Rakers, City Engineer, explained the annual storm lateral assessment charge for residential properties and how it is calculated.

Storm lateral assessment: \$2,246.27 per each lateral

Storm main assessment: \$606.38 per parcel

Both lateral and main assessment: \$2,852.65

Alderperson Hansen asked if the City has previously covered any portion of the lateral cost, as it covers 80% of the main cost. Mr. Rakers explained that the City has not because the lateral is 100% for the benefit of that individual property, whereas the Board previously decided it was best to participate in a portion of the main cost. Alderperson Carpenter added that the Storm Water Utility covers the portion that the City pays which is funded by all properties in the City.

Mayor Boyd moved to approve the 2024 storm lateral assessment charge for existing residential properties, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | James Boyd, Mayor                                       |
| <b>SECONDER:</b> | Dean Raasch, Alderperson                                |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch |
| <b>EXCUSED:</b>  | Shana Defnet Ledvina                                    |

10. Consideration and possible action on the 2024 Storm Lateral Assessment Charge for Existing Non-Residential Properties

Eric Rakers, City Engineer, explained the storm lateral assessment charge for non-residential properties and how it is calculated.

Storm main assessment: \$11.00 per foot of parcel frontage

6" storm lateral assessment: \$2,576.33 per each lateral

8" storm lateral assessment: \$3,198.12 per each lateral

12" storm lateral assessment: \$3,637.02 per each lateral

Alderperson Raasch moved to approve rates for 2024 storm lateral assessment charges for existing non-residential properties, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | Dean Raasch, Alderperson                                |
| <b>SECONDER:</b> | Dan Carpenter, Alderperson                              |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch |
| <b>EXCUSED:</b>  | Shana Defnet Ledvina                                    |

11. Discussion on Concrete Restoration Requirements for Work Completed by Utility Companies

Chase Kuffel, Assistant City Engineer, outlined the complaint received by Alderperson Hansen regarding concrete cores taken from a driveway as part of the TDS utility work. Mr. Kuffel explained why utility companies do concrete coring and the restoration process allowed through the City excavation permit application. Mr. Kuffel explained that the cores in question were outside of the right-of-way and did not have to follow the City's excavation permit process and staff suggested that the residents contact TDS directly with their concerns. TDS ultimately replaced the driveway sections at the complainant address. Mr. Kuffel stated that staff checked with other communities regarding concrete coring and results varied with some communities allowing similar practices to De Pere and others require full panel replacements. Mr. Kuffel further outlined costs associated with replacing cores compared to replacing full panels and further explained that increased costs associated with utility installation could lead to increased costs passed on to the resident as outlined by the Wisconsin Public Service Commission.

Mayor Boyd questioned the photo included in the memo. Mr. Kuffel explained there were two cores in the photo included and the blue/gray colored circle was from the epoxy used when they were replaced. Alderperson Hansen explained that the resident had been dissatisfied with the core settling and felt the surface should have been replaced to the state it was before the cores were taken out. Alderperson Hansen stated the owner had also questioned why the cores needed to be removed at that exact location and stated he better understood from staff's memo why certain locations are used. Alderperson Hansen

sympathized with the residents that experience issues with cores. Mr. Kuffel explained that if the cores are installed properly and flush, the driveway services the property the same and is strictly an aesthetic issue. Mayor Boyd asked if there was a better binding agent than epoxy for installing the cores. Eric Rakers, City Engineer, stated that epoxy was the best that staff is aware of. Mr. Rakers further added that this situation was a newer driveway but if full panel replacements are required on older driveways, it could have the opposite effect. Mayor Boyd asked if the situations were being evaluated on a case by case basis. Mr. Kuffel stated that staff tries to avoid cores but they are inevitable at times to confirm existing utilities which can result in discolored old versus new panels. Alderperson Carpenter asked if the two cores were for service line and main line. Mr. Kuffel confirmed it was a gas service line to the house and the gas main line. Alderperson Carpenter further questioned the location of utilities outside of the right-of-way. Mr. Kuffel explained that in new subdivisions, utilities are placed in a common trench outside of the right-of-way in a utility easement. Alderperson Carpenter questioned if depth could be determined other ways. Mr. Kuffel explained that WPS requests that depths be visually verified to try to prevent accidents. Mayor Boyd supported having the utilities handle concerns on a case by case basis. Alderperson Raasch agreed with having the complaints handled individually by the utilities. Alderperson Carpenter stated that social media can cause major damage to a company's reputation if there are multiple complaints that are not rectified but this concern was handled and can be used as an example for other complainants. Mayor Boyd stated that he did not receive complaints about TDS cores and asked if others had. Alderperson Raasch and Carpenter stated that TDS work was just beginning on the west side. Mr. Kuffel explained that the east side was completed in about August 2023 and a small portion of the west side was worked in before shutting down for the season. Mr. Kuffel stated that TDS has one or two more summers of work in De Pere.

Alderperson Hansen moved to require utility contractors to complete full panel replacements when cores are taken out. There was no second and the motion failed.

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>DISCUSSED</b> |
|----------------|------------------|

12. Consider and Possible Action on WPS Replacing Decorative Street Lighting in the Downtown Areas\*

Scott Thoresen, Director of Public Works, explained that in October 2023 the Board requested that WPS replace decorative street lighting with the Paragon light fixture. Mr. Thoresen explained that WPS will replace the lights as they burn out and provided a cost to have them all replaced at once. As this cost was not budgeted, if the Board would like to have the lights replaced in 2024, they would need to be funded through unassigned reserves.

Alderperson Hansen asked if the money budgeted for street light replacements could be used to replace these lights. Mr. Thoresen explained that the \$50,000 budgeted for street light replacements is to match a DOT grant designated for City street light replacements. Mayor Boyd supported replacing the lights in whole, but suggested waiting until it was budgeted in 2025. Alderperson Raasch supported budgeting for the replacements in 2025. Alderperson Hansen asked what would happen if the City waited until it was budgeted in 2025 and some lights burnt out. Mr. Thoresen stated his understanding was that WPS would replace the burnt out light with the new paragon fixture at that individual location.

Aldersperson Carpenter asked how many lights burn out each year. Mr. Thoresen stated it was only one or two annually.

Aldersperson Hansen moved to continue maintaining lights and replace with paragon as they fail and make a budget recommendation to allocate funds for the remaining light replacements in 2025, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | Jonathon Hansen, Aldersperson                           |
| <b>SECONDER:</b> | James Boyd, Mayor                                       |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch |
| <b>EXCUSED:</b>  | Shana Defnet Ledvina                                    |

IV. Future Agenda Items

None

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 9:00 PM, seconded by Aldersperson Raasch. Upon vote, the motion passed unanimously.

Respectfully submitted,  
Betty Marovich



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Consider and Possible Action Regarding St. Norbert College  
Request for Garbage & Recycle Collection\*

---

**ATTACHMENTS:**

- Consider SNC Request for Garbage & Recycle Collection 2-6-2024 (PDF)
- SNC Campus Site Plan - Houses Needing Garbage Pickup Request 2-6-2024 (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, 2024

RE: Consider and Possible Action Regarding St. Norbert College Request for Garbage & Recycle Collection\*

The City has received a request from St. Norbert College (SNC) for garbage and recycle collection for houses owned by SNC (See attached map). SNC in the past would provide this service for their properties with their own staff. SNC has decided moving forward they are not going to provide this service therefore is the reason for the request. The City evaluated and determined we can provide this service to SNC for 41 units since we are in the area collecting for neighboring residents. If the City were to provide this service we would need to charge for this service. The 2024 costs for this service based off 41 units would be \$596.85 annually per unit which would amount to a total cost of \$24,470.85. These fees are based off of City's 2024 annual budget for garbage collection, recycling collection, truck replacement costs, and contracted landfill fees. In addition, there is a 10% administrative fee charged. The total cost for 2024 would need to be prorated pending when the collection service begins. SNC has been made aware of these charges and at this time is interested in the services for the costs mentioned above. SNC has been informed an agreement would need to be entered into with the City. Our City Attorney will be drafting an agreement to be presented to Council at the February 20<sup>th</sup> Council meeting. The agreement would contain the following:

- City would charge SNC for garbage and recycling collection. The 2024 costs per unit would be \$596.85. The costs would increase annually based on the City's adopted annual budget and landfill fees. Annual costs would be provided to SNC by the Director of Public Works. Fees would need to be paid by January 31<sup>st</sup> of each year the services are provided.
- Annually, SNC would be required to provide the City the amount of units needing garbage and recycling collection services.
- SNC needs to comply with the City's solid waste and recycling ordinance.
- SNC would need to purchase large garbage and recycle carts for each unit. Fees for carts are annually set by the Council. The 2024 fees are \$110 each for cart.
- The City would not provide curbside bulky pickup or bulky drop off at the MSC.
- SNC would pay additional fees for overflow tags if need be. The 2024 rate for overflow tags is \$3.00 which would allow an additional two (2) 13-gallon trash bags for collection.

Staff recommends providing garbage and recycling collection services to SNC provided an agreement is signed between the City and SNC.



BUILDING DIRECTORY

|     |                                        |                                          |
|-----|----------------------------------------|------------------------------------------|
| ADM | ARIENS FAMILY WELCOME CENTER           | ADMISSIONS & WELCOME CENTER              |
| BAC | CAROL AND ROBERT BUSH ART CENTER       | ACADEMIC                                 |
| BER | GERTRUDE S. BERGSTROM HALL             | STUDENT HOUSING                          |
| BIC | F.K. BEMIS INTERNATIONAL CENTER        | ACADEMIC                                 |
| BKE | REV. DENNIS M. BURKE HALL              | STUDENT HOUSING                          |
| BOY | FRANCIS H. BOYLE HALL                  | ACADEMIC                                 |
| CFF | AUSTIN EAMLOFF FIELD HALL              | ATHLETIC DEPARTMENT                      |
| COF |                                        | ACADEMIC                                 |
| CVC | CASSANDRA VOSS CENTER                  | ACADEMIC                                 |
| DBH | DUDLEY BIRDER HALL                     | MUSIC                                    |
| DKH | DORRANCE HALL                          | STUDENT HOUSING                          |
| GG  | GARAGE                                 | FACILITIES                               |
| OMS | GEHL-MULVA SCIENCE CENTER              | ACADEMIC                                 |
| GRH | FR. EUGENE E. GRIES, O.P.R.A.E.M. HALL | STUDENT HOUSING                          |
| HFA | ABBOT PENNINGS HALL OF FINE ARTS       | THEATER & MUSIC                          |
| HFH | BLESSED HIGH OF FOSSE HALL             | DEPARTMENT OF FACILITIES/STUDENT HOUSING |
| HTG | HEATING PLANT                          | HEATING PLANT                            |
| KRI | KRESS RESIDENCE INN                    | LODGING                                  |
| LAM | MADELAINE & LORRAINE HALL              | STUDENT HOUSING                          |
| MAI | MAIN HALL                              | ADMINISTRATION                           |
| MCW | MEDICAL COLLEGE OF WISCONSIN           | ACADEMIC                                 |
| MC  | MICHEL'S COMMONS                       | STUDENT UNION                            |
| MIH | DALE & RUTH MICHEL'S HALL              | STUDENT HOUSING                          |
| MMM | MARY MINAHAN MCCORMICK HALL            | STUDENT HOUSING                          |
| MNF | MEL NICKS FIELD                        | ATHLETIC DEPARTMENT                      |
| MSC | MULVA FAMILY FITNESS & SPORTS CENTER   | ATHLETIC DEPARTMENT                      |
| MUL | MIRIAM B. & JAMES J. MULVA LIBRARY     | LIBRARY                                  |
| NUR | CHILDREN'S CENTER                      | DAYCARE CENTER                           |
| PAC | PENNINGTON ACTIVITY CENTER             | ACADEMIC/ADMINISTRATIVE                  |
| PRE | PREMONTRE HALL                         | STUDENT HOUSING                          |
| RGH | ROGGENBURG HALL                        | STUDENT HOUSING                          |
| SEN | FRANK J. SENSENBRENNER HALL            | STUDENT HOUSING                          |
| SJC | OLD ST. JOSEPH CHURCH                  | CHURCH                                   |
| SJH | ST. JOSEPH HALL                        | STUDENT HOUSING                          |
| STW | SOUTH TEACHING WING                    | ACADEMIC                                 |
| THA | TOWNHOUSE COMPLEX                      | STUDENT HOUSING                          |
| THB | TOWNHOUSE COMPLEX                      | STUDENT HOUSING                          |
| THC | CARRIAGE HOUSE                         | STUDENT HOUSING                          |
| TWH | TODD WEHR HALL                         | ACADEMIC/ADMINISTRATIVE                  |
| VCC | VAN DEN HEUVEL FAMILY CAMPUS CENTER    | CAMPUS CENTER                            |
| VDH | VAN DYKE HALL                          | ALUMNI AND PARENT RELATIONS              |
| VWC | VICTOR MCCORMICK HALL                  | STUDENT HOUSING                          |
| XAN | XANTEN HALL                            | STUDENT HOUSING                          |



EXISTING CAMPUS PLAN  
JANUARY 13, 2017





## City of De Pere, Wisconsin

### Request For Board of Public Works Action

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Engineering

**FROM:** Eric Rakers

**SUBJECT:** Consideration and possible action on Resolution for Emergency Repairs under Project 23-16

---

#### ATTACHMENTS:

- 2024\_0212- CI\_BOPW\_Project\_23-16\_Emergency\_Repairs (PDF)
- BOPW 24-01 Public Bidding Emergency Resolution (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 12, 2024

RE: **Consideration and possible action on Resolution for Emergency Repairs under Project 23-16**

The purpose for the item is to approve a resolution for emergency work to be completed on the Creamery Road bridge under Project 23-16, Bridge Rehabilitation.

## Background and Discussion

In 2023, the City bid Project 23-16 for completing repairs and painting on the Creamery Road and Parkview Bridges over Ashwaubenon Creek. The City awarded the project to Zenith Tech for \$178,290. The girders on the Creamery Road bridge were sandblasted in the fall for painting. During this time, significant deterioration was identified on one of the girders. The deterioration to the girder is structural and impacts the integrity of the bridge. Staff has been working with REL on the recommended repairs and obtained a change order from Zenith Tech estimated to be \$35,000.

Below are photos of the deterioration.



It is important to complete the work due to the structural impacts on the bridge. Adding to the importance, the Wisconsin Department of Transportation will be closing the Southbridge intersection at French Road and Innovation Court this summer for the I41 interchange with Southbridge (Generations Boulevard). Even though Creamery Road is not a truck route, we anticipate trucks using Creamery Road.

**Recommendation**

Staff recommends approving the resolution and issuing a change order to Zenith Tech under Project 23-16 for the emergency repair to the bridge.

**BOARD OF PUBLIC WORKS  
RESOLUTION #BOPW 24-01**

**CREATING AND DELEGATING AUTHORITY TO BOARD OF  
PUBLIC WORKS OF THE CITY OF DE PERE FOR PUBLIC EMERGENCY  
EXCEPTION TO PUBLIC BID REQUIREMENTS**

WHEREAS, Wisconsin Statute §62.15 provides requirements for local governments or municipalities concerning public construction and awarding contracts to the lowest responsible bidder; and

WHEREAS, the City of De Pere routinely performs the public bidding process when required for various public construction projects and has extensive experience handling such projects; and

WHEREAS, unforeseen situations may arise during a project's public construction after any contracts have been awarded to the lowest responsible bidder; and

WHEREAS, there may be times where such unforeseen situations may present a substantial life safety concern or otherwise present a risk or threat to the health, safety and welfare of the public thus constituting a public emergency; and

WHEREAS, should such an emergency arise, it may be unreasonable or impractical to go through the public bidding process for new bids or re-bids requiring the publication of notices and special board meetings given the impending risk or threat to public health and safety; and

WHEREAS, Wisconsin Statute §62.15 creates an exception to the public bidding process for the repair and reconstruction of public facilities when damage or threatened damage creates an emergency such as life safety concerns or risks or threats to the public's health, safety, and welfare; and

WHEREAS, Wisconsin Statute §62.14 allows for a Board of Public Works, which may act to address such emergencies in the event they occur on a case by case basis.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Board of Public Works of the City of De Pere, Wisconsin, that:

Resolution #BOPW 24-01

Page 2 of 2

The Board of Public Works of the City of De Pere has the discretion to act in emergencies consistent with Wisconsin Statutes §62.14 and §62.15 and that the Board of Public Works has determined that the repair and reconstruction of public facilities, more specifically girder repairs on the Creamery Road Bridge, is damaged or threatened with damage that creates an emergency in which the public health or welfare of the City is endangered thus qualifying as an exception to the bidding requirements of Wisconsin Statute §62.15.

BE IT FURTHER RESOLVED:

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

Adopted by the Board of Public Works of the City of De Pere, Wisconsin, this 12<sup>th</sup> day of March, 2024.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor  
Board of Public Works Chair

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

**City of De Pere, Wisconsin****Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** City Attorney

**FROM:** Anthony Wachewicz

**SUBJECT:** Consider and Possible Action on Approval of Temporary Limited Easement (TLE) Donation for Parcels WD-D00037-2 and WD-D0035-1 to Brown County for CTH GV Project.\*

---

As part of the Southern Bridge construction project, Brown County is seeking a Temporary Limited Easement for a portion of City property for construction and pedestrian purposes as outlined and set forth in the attached packet of documents. Staff and legal have reviewed this request and documents and have no objections to the donation, especially since the cost to the City would increase without the donation because of the cost-sharing arrangement and formulas between all of the governmental units funding and paying for the project.

**ATTACHMENTS:**

- 1. Donation Documents (sent 1-19-24) (PDF)



January 19, 2024

Via Email

City of De Pere  
 Attn: Anthony S. Wachewicz III, City Attorney  
 335 S. Broadway Street  
 City of De Pere, WI 54115

Eau Claire Office  
 1802 Warden Street  
 Eau Claire, WI 54703

**Re: Project ID: GV-14 Pedestrian Facility  
 French Rd to Lawrence Dr  
 City of De Pere  
 CTH GV, Brown County  
 Parcel # 1, Pedestrian Facility Parcel**

CORRE, Inc. has been retained by Brown County to provide real estate acquisition services for the above referenced project. The City notified me on January 19, 2024 via email that they are open to donating the property needed for the highway project. This letter outlines the acquisition needed for that portion of property the City has expressed interest in donating and that is needed for the improvement of County Highway GV in Brown County.

Due to changes in Wisconsin Law, an Agency cannot acquire by condemnation any interests for installing or extending a sidewalk or multi-use path, referenced on this project as Pedestrian Facilities. The acquisition for the pedestrian facility portion of the highway project involves the following:

- **30,863 Square Feet of Temporary Limited Easement (TLE):** A TLE means that you still own the property, but the County has the right to use the property for construction purposes. No permanent improvements will be placed on the property. The TLE terminates at the time construction of the project is complete.

Please find enclosed the following documents for your review:

- Property Owner Rights- Limitations to Condemnation Memo
- Right of Way Plat;
- Names of neighboring landowners affected by the project;
- Legal description of the land and/or interest(s) needed for the project;
- Statement to Construction Engineer Form;
- Donation Recommendation and Approval Form;
- Temporary Limited Easement (TLE).

Based on the fair market value of your affected interests, Brown County has determined the acquisition to be worth: **\$1,300.00**. An allocation of the values determined by the County's appraisal is as follows:

| Allocation              |  | Description | Size   | Unit | Per Unit | Value (\$)        |
|-------------------------|--|-------------|--------|------|----------|-------------------|
| TLE                     |  |             | 30,863 | SF   | \$0.13   | \$1,286.00        |
| Rounding                |  |             |        |      |          | \$14.00           |
| <b>Total Allocation</b> |  |             |        |      |          | <b>\$1,300.00</b> |

If you wish to enter into a donation agreement with Brown County, please complete and sign the documents noted on the following page and return them to me.

1. **Statement to Construction Engineer Form:** If there are items you would like the construction engineer to be made aware of, please note them on the form under "Owner Concerns" and sign and date the form. If you have no concerns, write "None" on the form, and sign and date the form. This form will be reviewed and approved by Brown County.
2. **Donation Recommendation and Approval Form:** This form needs to be signed and dated by all owners. This verifies that you understand what the County believes the acquisition to be worth, that you understand the County does not have condemnation authority for this acquisition, and that you intend to donate the necessary acquisition.
3. **Temporary Limited Easement (TLE):** Each person whose name is on the conveyance must sign, and each signature must be notarized. This means the conveyance must be signed in the presence of a notary public (available at a bank or the courthouse).

If you have any questions about the project or acquisition process, please contact me at 715-450-0898 (cell), 608-826-6129 (direct), or via email at [mmunden@correinc.com](mailto:mmunden@correinc.com).

Respectfully,  
CORRE, Inc.



Megan Munden  
As Consultant Real Estate Agent for Brown County  
Enclosures

2198 GLENDALE AVENUE  
GREEN BAY, WI 54303  
PHONE (920) 492-4925 FAX (920) 434-4576  
EMAIL: BC\_Highway@browncountywi.gov

PAUL A. FONTECCHIO, P.E.  
HIGHWAY COMMISSIONER

## MEMO

TO: Brown County Landowners

FROM: Paul Fontecchio, P.E.

RE: Property Owner Rights – Limitations to Condemnation

DATE: April 5, 2023

This memo provides additional information on the limitations to the use of condemnation per Wisconsin Statute § 32.015. This statute states:

**32.015 Limitations.** Property may not be acquired by condemnation to establish or extend

- a recreational trail;
- a bicycle way, as defined in s. 340.01 (5s);

*340.01 (5s) "Bicycle way" means any path or sidewalk or portion thereof designated for the use of bicycles, electric scooters, and electric personal assistive mobility devices by the governing body of any city, town, village or county.*

- a bicycle lane, as defined in s. 340.01 (5e);

*340.01 (5e) "Bicycle lane" means that portion of a roadway set aside by the governing body of any city, town, village, or county for the exclusive use of bicycles, electric scooters, electric personal assistive mobility devices, or other modes of travel where permitted under s. 349.23 (2) (a), and so designated by appropriate signs and pavement markings.*

- or a pedestrian way, as defined in s. 346.02 (8) (a).

*346.02 (8) (a) APPLICABILITY TO PEDESTRIAN WAYS. All of the applicable provisions of this chapter pertaining to highways, streets, alleys, roadways and sidewalks also apply to pedestrian ways. A pedestrian way means a walk designated for the use of pedestrian travel.*

In addition, the Wisconsin District III Court of Appeals decided Sojenhomer LLC v. Village of Egg Harbor (2021AP1589) on March 14, 2023, and held, "In sum, we conclude that the term "pedestrian ways" in Wis. Stat. § 32.015 includes sidewalks because a sidewalk is a walk designated for pedestrian travel..."

Based on this recent limitation to the use of condemnation per Wis. Stat. § 32.015, the Brown County Highway Department will continue to follow the condemnation procedures under Wis. Stat. § 32.05 for highway purposes only (but not for recreational trails, bicycle ways, bicycle lanes, or pedestrian way/sidewalk purposes).

The Highway Department may ask the landowner to sell additional land for the use of recreational trails, bicycle ways, bicycle lanes, or pedestrian ways/sidewalks as part of a separate request (in addition to the right-of-way land acquisition needed for the roadway).

**You as a landowner have the right to say “no” to the Highway Department’s (or Municipality’s) request to buy additional land for the purposes of establishing recreational trails, bicycle ways, bicycle lanes, or pedestrian ways/sidewalks.**

If land was acquired for the roadway, and a price per square foot was determined for that acquisition, this price will be the Highway Department’s starting point for compensation for additional land sales for the purposes described in Wis. Stat. § 32.015.

For such a transaction to occur, the landowner and the Highway Department must **both** voluntarily agree to a price for the sale of the land to be used for recreational trails, bicycle ways, bicycle lanes, or pedestrian ways/sidewalks.

If you have any questions or concerns, please contact me at (920) 662-2170  
or via email at [paul.fontecchio@browncountywi.gov](mailto:paul.fontecchio@browncountywi.gov)

or

Brown County Corporation Counsel David Hemery at (920) 448-4006  
or via email at [david.hemery@browncountywi.gov](mailto:david.hemery@browncountywi.gov).

## NOTES:

THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

R/W PROJECT NUMBER: GV-14

SHEET NUMBER: 1

TLE ACQUISITION EXHIBIT  
FRENCH ROAD TO LAWRENCE DRIVE  
CITY OF DE PERE

CTH GV

BROWN COUNTY

THAT PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP 8280, BEING IN GOVERNMENT LOT TWO (2), SECTION THIRTY-ONE (31), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE TWENTY (20) EAST, CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

CITY

LOT 1  
CSM 9168  
DOC 2897145

GOV.  
LOT 1

INNOVATION CT

STORM SEWER EASEMENT  
DOC 2584032

TAX PARCEL ID: WD-D0037-1

LOT 1  
CSM 8280  
V58 P41-44  
DOC 2610551

OF

OUTLOT 1  
CSM 8280  
V58 P41-44  
DOC 2610551

STORMWATER POND

GOV.  
LOT 2

TAX PARCEL ID: WD-D0037-2

SOUTH CORNER  
LOT 1 CSM 8280

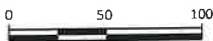
SOUTHBRIDGE RD

NORTHEAST LINE LOT 59  
PRIVATE CLAIM  
WILLIAMS GRANT

BLDG

GN

SCALE, FEET



## SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE COUNTY.

| PARCEL NUMBER | OWNER(S)        | INTEREST REQUIRED | TLE S.F. |
|---------------|-----------------|-------------------|----------|
| 1             | CITY OF DE PERE | TLE               | 30863    |

THIS MAP WAS PREPARED BY JT ENGINEERING FOR BROWN COUNTY

THIS MAP IS APPROVED FOR THE BROWN COUNTY.

SIGNATURE:

DATE: 11/28/23

PRINT NAME:

Paul Fontecchio

**STATEMENT TO CONSTRUCTION ENGINEER**

REBP1528 05/2023 s. 84.09 Wis. Stats.

*Copies to: project engineer and owner*

|                                  |                                                                                      |                                              |
|----------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------|
| Owner Name(s)<br>City of De Pere | Property Address<br>Northeast side of Southbridge Road<br>City of De Pere, Wisconsin | Area code - phone<br>Home:<br>Cell:<br>Work: |
|                                  | Mailing Address<br>335 S. Broadway St.<br>De Pere, WI 54115                          |                                              |
| Tenant, if any                   | Property Address<br>Northeast side of Southbridge Road<br>City of De Pere, Wisconsin | Area code - phone<br>Home:<br>Cell:<br>Work: |
|                                  | Mailing Address                                                                      |                                              |

- **The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail.** Wis. Stat. s. 32.015 states, "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01 (5s); a bicycle lane, as defined in s. 340.01 (5e); or a pedestrian way, as defined in s. 346.02 (8) (a)."
- **All commitments agreed upon between negotiator and property owner are listed below.**
- **All commitments are subject to approval of Brown County.**
- **Basic concepts of construction project have been explained to owner.**
- **No other commitments, either verbal or implied, are valid.**

Commitments made (fences, driveways, trees, drainage or other items):

Other matters of interest and owner concerns:

In executing this document, the undersigned affirms that he/she is duly authorized by the **City of De Pere** to execute this document.

**City of De Pere**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name &amp; Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name &amp; Title \_\_\_\_\_

Negotiator Signature \_\_\_\_\_ Date \_\_\_\_\_

Megan Munden

Print Negotiator Name \_\_\_\_\_

Project ID  
GV-14 Pedestrian FacilityCounty  
BrownParcel No.  
1

# DONATION RECOMMENDATION AND APPROVAL

REBP1896 05/2023

Brown County

Owner  
City of De Pere

| Allocation                        | Description                       | Size   | Unit  | Per Unit | Value (\$) |
|-----------------------------------|-----------------------------------|--------|-------|----------|------------|
| Temporary Limited Easement (TLE)  | Please see attached TLE Worksheet | 30,863 | Sq Ft | \$0.13   | \$1,286.00 |
| Rounding                          |                                   |        |       |          | \$14.00    |
| Total Estimated Value of Donation |                                   |        |       |          | \$1,300.00 |

The undersigned owner(s) of the above lands declare an intent to donate/dedicate said lands.

**The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail.** Wis. Stat. s. 32.015 states, "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01 (5s); a bicycle lane, as defined in s. 340.01 (5e); or a pedestrian way, as defined in s. 346.02 (8) (a)."

It is intended that the instrument of conveyance (Temporary Limited Easement) will be executed upon presentation by agents or representatives.

In executing this conveyance, the undersigned affirms that he/she is duly authorized by the **CITY OF DE PERE** to execute this document.

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Print Name and Title \_\_\_\_\_

## APPROVING AUTHORITY RECOMMENDATION:

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

## APPROVING AUTHORITY APPROVAL:

Management Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Project  
GV-14 Pedestrian Facility

County  
Brown

Parcel  
1

**TEMPORARY LIMITED EASEMENT**

Exempt from fee: s. 77.25(2r) Wis. Stats.  
 Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]  
 REBP1577 05/2023

**THIS EASEMENT**, made by **City of De Pere, a Wisconsin municipal corporation**, GRANTOR, conveys a temporary limited easement as described below to **Brown County**, GRANTEE, for the sum of **One Thousand Three Hundred and 00/100 Dollars (\$1,300.00)** for the purpose of **road construction**.

Other persons having an interest of record in the property: **None**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

In executing this document, the undersigned affirms that he/she is duly authorized by the **City of De Pere, a Wisconsin municipal corporation** to execute this document.

**City of De Pere, a Wisconsin municipal corporation**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

This space is reserved for recording data

Return to  
 CORRE, Inc.  
 Attn: Megan Munden  
 1802 Warden Street  
 Eau Claire, WI 54703

Parcel Identification Number/Tax Key Number  
 WD-D0037-2; WD-D0035-1

\_\_\_\_\_  
Date

State of Wisconsin )  
 ) ss.  
 \_\_\_\_\_ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: \_\_\_\_ Physically in my presence. **OR** \_\_\_\_ In my presence involving the use of communication technology.

\_\_\_\_\_  
Signature, Notary Public, State of Wisconsin

\_\_\_\_\_  
Print or Type Name, Notary Public, State of Wisconsin

\_\_\_\_\_  
Date Commission Expires

Project ID  
 GV-14 Pedestrian  
 Facility

This instrument was drafted by Megan Munden, CORRE, Inc., on behalf of Brown County

Parcel No.  
 1

## LEGAL DESCRIPTION

A Temporary Limited Easement (TLE) is a right for sloping, construction, and grading purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given.

Parcel located part of Outlot 1 of Certified Survey Map 8280, being in Government Lot 2, Section 31, T 23 N, R 20 E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

**BEGINNING** at the Southwest Corner of said Outlot 1(aka the southwest corner of Lot 1 of said CSM 8280);

Thence N 30°05'00" E, 415.33 feet along the west line of said Outlot 1;

Thence S 62°41'37" E, 135.94 feet along the north line of Outlot 1 and its extension southeasterly;

Thence S 26°49'02" W, 27.01 feet;

Thence S 79°26'47" W, 127.17 feet;

Thence S 29°42'51" W, 273.39 feet;

Thence S 53°00'29" E, 204.26 feet;

Thence S 57°55'34" E, 236.76 feet;

Thence S 31°32'47" W, 6.91 feet to the north right of way line for CTH GV;

Thence N 59°09'25" W, 289.19 feet along said north right of way line;

Thence N 60°46'16" W, 192.65 feet along said north right of way line to the **POINT OF BEGINNING**.

Said parcels contain 30,863 square feet of easement, more or less.



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Engineering

**FROM:** Eric Rakers

**SUBJECT:** Consideration and possible action on the Agreement for Payment for Relocation and Replacement of Municipal Utility Facilities associated with I41 and Generations Boulevard Interchange\*

---

**ATTACHMENTS:**

- 2024\_0212 CI\_BOPW\_SMA-WIsDOT\_Utility\_Relay (PDF)
- DT1575\_City of De Pere\_SEWR \_1130-68-81\_1130-68-42\_617\_2001928 (PDF)
- Sewer\_Cost-617 (PDF)
- DT1575\_City of De Pere\_WATR \_1130-68-81\_1130-68-43\_618\_2001930 (PDF)
- Water\_Cost-618 (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 12, 2024

RE: **Consideration and possible action on the Agreement for Payment for Relocation and Replacement of Municipal Utility Facilities associated with I41 and Generations Boulevard Interchange\***

The Wisconsin Department of Transportation (WisDOT) will begin construction on the I41 and Generations Boulevard interchange this summer. The project will start by early fill placement in the interchange due to very poor subsoils under WisDOT Project ID 1130-68-81. WisDOT will be installing wicks throughout the early fill area to allow the soil to consolidate from a few inches to over a foot. In preparation, utility companies are required to move facilities prior to the fill placement. The City will need to move sanitary sewer and water main at the Generations Boulevard and Innovation Court intersection and along French Road. With the amount of settling that will occur in the early fill area, the water main will need to be out of the early fill area until the subsoils have settled. The water main will be relocated in two phases, with the water main being provided to Innovation Court from Generations Boulevard and to American 3Fab from French Road. After the early fill area has settled, staff will reconnect the two water mains to complete the water loop in 2025.

Staff is currently working with WisDOT on the final design and bidding the project. An estimate has been generated for the anticipated cost for relocation. The City is eligible to be reimbursed 90% of the cost for relocation of the sanitary sewer and water main. The attached agreements are based on this estimate but will be updated for the actual costs incurred by the City.

|                | WisDOT Cost  | City Cost   | Total Cost   |
|----------------|--------------|-------------|--------------|
| Sanitary Sewer | \$121,657.50 | \$13,517.50 | \$135,175.00 |
| Water Main     | \$546,038.10 | \$60,670.90 | \$606,038.00 |

Funding for this will be added to the capital projects with the bonding resolution.

Staff recommends the Board of Public Works approve the agreements for utility reimbursement and forward to the Council for approval.

# AGREEMENT FOR PAYMENT For Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction

Wisconsin Department of Transportation  
DT1575 4/2023 s.84.295(4m) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and **City of De Pere**, hereinafter designated as the "MUNICIPAL UTILITY," for the payment for the relocation or replacement of certain municipal utility facilities on publicly held lands as required by the construction of the freeway project identified below.

|                                                                                                                                  |                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Project Description<br>Title: APPLETON - DE PERE<br>Limits: SBC EARLY FILL & FRONTAGE ROADS<br>Highway: LOC STR<br>County: BROWN | Project ID(s)<br>Design: 1130-63-01<br>Construction: 1130-68-81<br>Right of Way: 1130-63-21<br>UA No.: 617<br>Utility: 1130-68-42 |
| Facility Type: Sewer                                                                                                             |                                                                                                                                   |

For and in consideration of the acceptable relocation or replacement of the MUNICIPAL UTILITY facilities presently located on publicly held lands which must be modified to accommodate the construction of the above-identified freeway, the DEPARTMENT will pay an amount equal to 90% of the net cost incurred by the MUNICIPAL UTILITY for the actual removal, relocation, alteration or other rearrangement of the MUNICIPAL UTILITY facilities situated on the lands required to restore equivalent function as necessary and in kind, if feasible, of the affected segment of the MUNICIPAL UTILITY facility.

The work covered by this Agreement is set forth and made a part of the attached Exhibit. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination, if necessary, with the companion highway work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal MUNICIPAL UTILITY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the MUNICIPAL UTILITY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement.

It is further understood that:

- All salvage shall be credited to the project in the manner prescribed under the MUNICIPAL UTILITY's accounting procedure for work undertaken at the expense and volition of the MUNICIPAL UTILITY. When recovered materials are to be disposed of by sale as scrap, the MUNICIPAL UTILITY shall either have filed with the DEPARTMENT an acceptable statement outlining the MUNICIPAL UTILITY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
- A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated in accordance with s.645.117(h)(2) of the Code of Federal Regulations, Title 23. The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
- Work under this Agreement shall not start until the MUNICIPAL UTILITY has received written notice from the DEPARTMENT to proceed with the work. The MUNICIPAL UTILITY shall give prior notice to the appropriate DEPARTMENT Regional Transportation Office when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this Agreement must be covered by a written change order or any extra work order. **It is expressly understood and agreed that any work done by the MUNICIPAL UTILITY prior to authorization by the DEPARTMENT shall be at the MUNICIPAL UTILITY's sole expense.**

The MUNICIPAL UTILITY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the MUNICIPAL UTILITY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the Regional Director's prior approval.

The MUNICIPAL UTILITY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any MUNICIPAL UTILITY subcontractor if the work is performed in that manner.

The MUNICIPAL UTILITY agrees to maintain all records of costs incurred that are covered by this Agreement for a period of 3 years from the date of final payment for inspection by the DEPARTMENT and the Federal Highway Administration.

- Upon completion of the work contemplated under this Agreement, the MUNICIPAL UTILITY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the MUNICIPAL UTILITY custodian of such records. Invoice shall be submitted within one year of the completion of the companion highway project.

The MUNICIPAL UTILITY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, to offer prompt support for any item cited for review or be deemed to concur in the item's deletion or correction. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the agreed upon work including all damages, costs and expenses incurred by the MUNICIPAL UTILITY and arising from or necessitated by the work.

The MUNICIPAL UTILITY shall comply with the Buy America requirements specified under 23 U.S.C. Section 313, 23 CFR 635.410 and IIJA Pub. L. No. 117-58 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the MUNICIPAL UTILITY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Buy America Compliance*.

5. In connection with the performance of work under this contract, the MUNICIPAL UTILITY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the MUNICIPAL UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPAL UTILITY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
6. The execution of this Agreement by the DEPARTMENT shall not relieve the MUNICIPAL UTILITY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under sections 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No MUNICIPAL UTILITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

In accordance with section 84.295(4m)(d), Wisconsin Statutes, any entry upon or occupation of freeway right of way under this Agreement by a Metropolitan Sewerage District acting under section 66.24(5)(b), Wisconsin Statutes, shall be done in a manner acceptable to the DEPARTMENT.

7. The Agreement is not binding upon the parties until this document has been fully executed by the MUNICIPAL UTILITY and the DEPARTMENT.

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

#### WISCONSIN DEPARTMENT OF TRANSPORTATION

#### MUNICIPAL UTILITY

City of De Pere

(Municipal Utility Name)

(Contract Manager)

(Date)

(Print Name)

#### OFFICE OF THE GOVERNOR

(Governor of Wisconsin)

(Date)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

**City of De Pere (UA 617) Conflicts**  
**Design and Construction Cost Estimate**  
**Construction ID 1130-68-81**  
**Utility ID 1130-68-42**

| Item         | Description                                                        | Quantity | Unit | Unit Price | Total       |
|--------------|--------------------------------------------------------------------|----------|------|------------|-------------|
| <b>SS-01</b> | Provide 12" PVC Sanitary Sewer (Natural Backfill)                  | 680      | LF   | \$80.00    | \$54,400.00 |
| <b>SS-02</b> | Provide 8" PVC Sanitary Sewer Lateral                              | 145      | LF   | \$75.00    | \$10,875.00 |
| <b>SS-03</b> | Provide 6" PVC Sanitary Sewer Lateral                              | 10       | LF   | \$60.00    | \$600.00    |
| <b>SS-04</b> | Provide 12"X6" Sanitary Wye                                        | 1        | EACH | \$200.00   | \$200.00    |
| <b>SS-05</b> | Provide 4' Diameter Sanitary Sewer Manhole                         | 16       | VF   | \$450.00   | \$7,200.00  |
| <b>SS-06</b> | Provide 4' Diameter Sanitary Sewer Manhole with Temporary Flat Top | 12       | VF   | \$460.00   | \$5,520.00  |
| <b>SS-07</b> | Connect to Existing Sanitary Sewer Pipe                            | 1        | EACH | \$500.00   | \$500.00    |
| <b>SS-08</b> | Abandoned/Remove Sanitary Sewer and Appurtenances                  | 1        | LS   | \$5,000.00 | \$5,000.00  |
| <b>SD-02</b> | Unclassified Excavation (Fill Area)                                | 180      | CY   | \$25.00    | \$4,500.00  |
| <b>SD-03</b> | Provide Asphaltic Concrete Pavement Restoration (3" depth).        | 192      | SY   | \$70.00    | \$13,440.00 |
| <b>SD-04</b> | Landscaping-Topsoil, Seed, Fertilizer and Mulch                    | 265      | SY   | \$12.00    | \$3,180.00  |
| <b>SC-01</b> | Provide Silt Fence                                                 | 325      | LF   | \$3.00     | \$975.00    |
| <b>SC-03</b> | Traffic Control                                                    | 1        | LS   | \$500.00   | \$500.00    |
| <b>SC-04</b> | Traffic Control Detour Route                                       | 1        | LS   | \$1,250.00 | \$1,250.00  |

Phase-1A Probable Construction Cost      \$108,140.00

Contingency(5%)      \$5,407.00

Engineering (20%)      \$21,628.00

TOTAL:      \$135,175.00

**Municipal Utility is eligible for 90% reimbursement: TOTAL = \$121,657.50**

# AGREEMENT FOR PAYMENT For Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction

Wisconsin Department of Transportation  
DT1575 4/2023 s.84.295(4m) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and **City of De Pere**, hereinafter designated as the "MUNICIPAL UTILITY," for the payment for the relocation or replacement of certain municipal utility facilities on publicly held lands as required by the construction of the freeway project identified below.

|                                                                                                                                  |                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Project Description<br>Title: APPLETON - DE PERE<br>Limits: SBC EARLY FILL & FRONTAGE ROADS<br>Highway: LOC STR<br>County: BROWN | Project ID(s)<br>Design: 1130-63-01<br>Construction: 1130-68-81<br>Right of Way: 1130-63-21<br>UA No.: 618<br>Utility: 1130-68-43 |
| Facility Type: Water                                                                                                             |                                                                                                                                   |

For and in consideration of the acceptable relocation or replacement of the MUNICIPAL UTILITY facilities presently located on publicly held lands which must be modified to accommodate the construction of the above-identified freeway, the DEPARTMENT will pay an amount equal to 90% of the net cost incurred by the MUNICIPAL UTILITY for the actual removal, relocation, alteration or other rearrangement of the MUNICIPAL UTILITY facilities situated on the lands required to restore equivalent function as necessary and in kind, if feasible, of the affected segment of the MUNICIPAL UTILITY facility.

The work covered by this Agreement is set forth and made a part of the attached Exhibit. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination, if necessary, with the companion highway work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal MUNICIPAL UTILITY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the MUNICIPAL UTILITY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement.

It is further understood that:

1. All salvage shall be credited to the project in the manner prescribed under the MUNICIPAL UTILITY's accounting procedure for work undertaken at the expense and volition of the MUNICIPAL UTILITY. When recovered materials are to be disposed of by sale as scrap, the MUNICIPAL UTILITY shall either have filed with the DEPARTMENT an acceptable statement outlining the MUNICIPAL UTILITY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
2. A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated in accordance with s.645.117(h)(2) of the Code of Federal Regulations, Title 23. The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
3. Work under this Agreement shall not start until the MUNICIPAL UTILITY has received written notice from the DEPARTMENT to proceed with the work. The MUNICIPAL UTILITY shall give prior notice to the appropriate DEPARTMENT Regional Transportation Office when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this Agreement must be covered by a written change order or any extra work order. **It is expressly understood and agreed that any work done by the MUNICIPAL UTILITY prior to authorization by the DEPARTMENT shall be at the MUNICIPAL UTILITY's sole expense.**

The MUNICIPAL UTILITY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the MUNICIPAL UTILITY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the Regional Director's prior approval.

The MUNICIPAL UTILITY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any MUNICIPAL UTILITY subcontractor if the work is performed in that manner.

The MUNICIPAL UTILITY agrees to maintain all records of costs incurred that are covered by this Agreement for a period of 3 years from the date of final payment for inspection by the DEPARTMENT and the Federal Highway Administration.

4. Upon completion of the work contemplated under this Agreement, the MUNICIPAL UTILITY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the MUNICIPAL UTILITY custodian of such records. Invoice shall be submitted within one year of the completion of the companion highway project.

The MUNICIPAL UTILITY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, to offer prompt support for any item cited for review or be deemed to concur in the item's deletion or correction. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the agreed upon work including all damages, costs and expenses incurred by the MUNICIPAL UTILITY and arising from or necessitated by the work.

The MUNICIPAL UTILITY shall comply with the Buy America requirements specified under 23 U.S.C. Section 313, 23 CFR 635.410 and IIJA Pub. L. No. 117-58 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the MUNICIPAL UTILITY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Buy America Compliance*.

5. In connection with the performance of work under this contract, the MUNICIPAL UTILITY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the MUNICIPAL UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPAL UTILITY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
6. The execution of this Agreement by the DEPARTMENT shall not relieve the MUNICIPAL UTILITY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under sections 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No MUNICIPAL UTILITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

In accordance with section 84.295(4m)(d), Wisconsin Statutes, any entry upon or occupation of freeway right of way under this Agreement by a Metropolitan Sewerage District acting under section 66.24(5)(b), Wisconsin Statutes, shall be done in a manner acceptable to the DEPARTMENT.

7. The Agreement is not binding upon the parties until this document has been fully executed by the MUNICIPAL UTILITY and the DEPARTMENT.

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

#### WISCONSIN DEPARTMENT OF TRANSPORTATION

#### MUNICIPAL UTILITY

City of De Pere

(Municipal Utility Name)

(Contract Manager)

(Date)

(Print Name)

#### OFFICE OF THE GOVERNOR

(Governor of Wisconsin)

(Date)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

**City of De Pere (UA 618) Conflicts**  
**Design and Construction Cost Estimate**  
**Construction ID 1130-68-81**  
**Utility ID 1130-68-43**

| Item   | Description                                                            | Quantity | Unit | Unit Price  | Total        |
|--------|------------------------------------------------------------------------|----------|------|-------------|--------------|
| W-01   | Provide 12" PVC Water Main Restrained Joint (Granular Backfill)        | 205      | LF   | \$130.00    | \$26,650.00  |
| W-02   | Provide 12" PVC Water Main (Natural Backfill)                          | 2010     | LF   | \$100.00    | \$201,000.00 |
| W-03   | Provide 12" PVC Water Main Restrained Joint (Natural Backfill)         | 450      | LF   | \$110.00    | \$49,500.00  |
| W-04   | Provide 12" PVC Water Main Restrained Joint (Natural Backfill)-PHASE 2 | 350      | LF   | \$120.00    | \$42,000.00  |
| W-05   | Provide 8" PVC Water Main (Natural Backfill)                           | 15       | LF   | \$120.00    | \$1,800.00   |
| W-06   | Provide 2" Corporation with Plug/Cap with 2" Galvanized Pipe           | 3        | EACH | \$1,600.00  | \$4,800.00   |
| W-07   | Provide 2" Corporation with Plug/Cap with 2" Galvanized Pipe-PHASE 2   | 1        | EACH | \$1,700.00  | \$1,700.00   |
| W-08   | Provide 12" Gate Valve                                                 | 6        | EACH | \$4,500.00  | \$27,000.00  |
| W-09   | Provide 12" Gate Valve -PHASE 2                                        | 2        | EACH | \$5,000.00  | \$10,000.00  |
| W-10   | Provide 8" Gate Valve                                                  | 1        | EACH | \$3,200.00  | \$3,200.00   |
| W-11   | Provide 6" Gate Valve                                                  | 4        | EACH | \$2,800.00  | \$11,200.00  |
| W-12   | Provide 6" Gate Valve-PHASE 2                                          | 1        | EACH | \$3,000.00  | \$3,000.00   |
| W-13   | Provide Connection to Existing Water Main                              | 5        | EACH | \$1,500.00  | \$7,500.00   |
| W-14   | Provide Connection to Existing Water Main-PHASE 2                      | 2        | EACH | \$1,600.00  | \$3,200.00   |
| W-15   | Provide Hydrant (7.5' Bury)                                            | 1        | EACH | \$6,600.00  | \$6,600.00   |
| W-16   | Provide Hydrant (7.5' Bury)-PHASE 2                                    | 1        | EACH | \$6,700.00  | \$6,700.00   |
| W-17   | Provide Hydrant (6.5' Bury)                                            | 1        | EACH | \$6,400.00  | \$6,400.00   |
| W-18   | Provide Hydrant (6.0' Bury)                                            | 1        | EACH | \$6,200.00  | \$6,200.00   |
| W-19   | Provide Hydrant (5.5' Bury)                                            | 1        | EACH | \$6,000.00  | \$6,000.00   |
| W-20   | Provide Temporary Hydrant Extension                                    | 1        | EACH | \$500.00    | \$500.00     |
| W-21   | Provide 6" PVC Hydrant Lead                                            | 40       | LF   | \$100.00    | \$4,000.00   |
| W-22   | Provide 6" PVC Hydrant Lead-PHASE 2                                    | 10       | LF   | \$110.00    | \$1,100.00   |
| W-23   | Abandon/Remove Water Main and Appurtenances                            | 1        | LS   | \$10,000.00 | \$10,000.00  |
| ST-01  | Provide 18" CMP Temporary Culvert Storm Sewer (Natural Backfill)       | 90       | LF   | \$40.00     | \$3,600.00   |
| SD-02  | Unclassified Excavation (Fill Area)                                    | 375      | CY   | \$25.00     | \$9,375.00   |
| SD-03  | Provide Asphaltic Concrete Pavement Restoration (3" depth).            | 208      | SY   | \$70.00     | \$14,560.00  |
| SD-04  | Landscaping-Topsoil, Seed, Fertilizer and Mulch                        | 638      | SY   | \$12.00     | \$7,656.00   |
| SC-01  | Provide Silt Fence                                                     | 325      | LF   | \$3.00      | \$975.00     |
| SC-02  | Polystyrene Insulation Board                                           | 260      | LF   | \$15.00     | \$3,900.00   |
| SC-03  | Traffic Control                                                        | 1        | LS   | \$1,230.00  | \$1,230.00   |
| SC-03A | Traffic Control-PHASE 2                                                | 1        | LS   | \$270.00    | \$270.00     |
| SC-04  | Traffic Control Detour Route                                           | 1        | LS   | \$3,750.00  | \$3,750.00   |

Phase-1A & 1B Probable Construction Cost      \$417,396.00

Phase-2 Probable Construction Cost      **\$67,970.00**

Subtotal      \$485,366.00

Contingency(5%)      \$24,269.00

Engineering (20%)      \$97,074.00

TOTAL:      \$606,709.00

Municipal Utility is eligible for 90% reimbursement: TOTAL = **\$546,038.10**

**City of De Pere, Wisconsin****Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Consider and Possible Action Regarding Village of Ashwaubenon  
Request for Support for Trail Extension on Main Avenue\*

---

The Village of Ashwaubenon is planning on extending their existing trail from Ridge Road going eastward to tie into the existing sidewalk that exists at the roundabout at Mid-Valley Road and Main Avenue. The Village would like to apply for a grant to fund this project. The Village is requesting the City team up with them in applying for the grant (see attached email). At this time there is no financial commitment by the City. If the Village is successful in obtaining a grant, then the City at a later date would need to commit to funding a share of the project along with future maintenance once it is constructed. At this time, staff recommends working with the Village in trying to secure grant funding to construct this trail.

**ATTACHMENTS:**

- Village of Ashwaubenon Trail Extension 2-6-2024 (PDF)

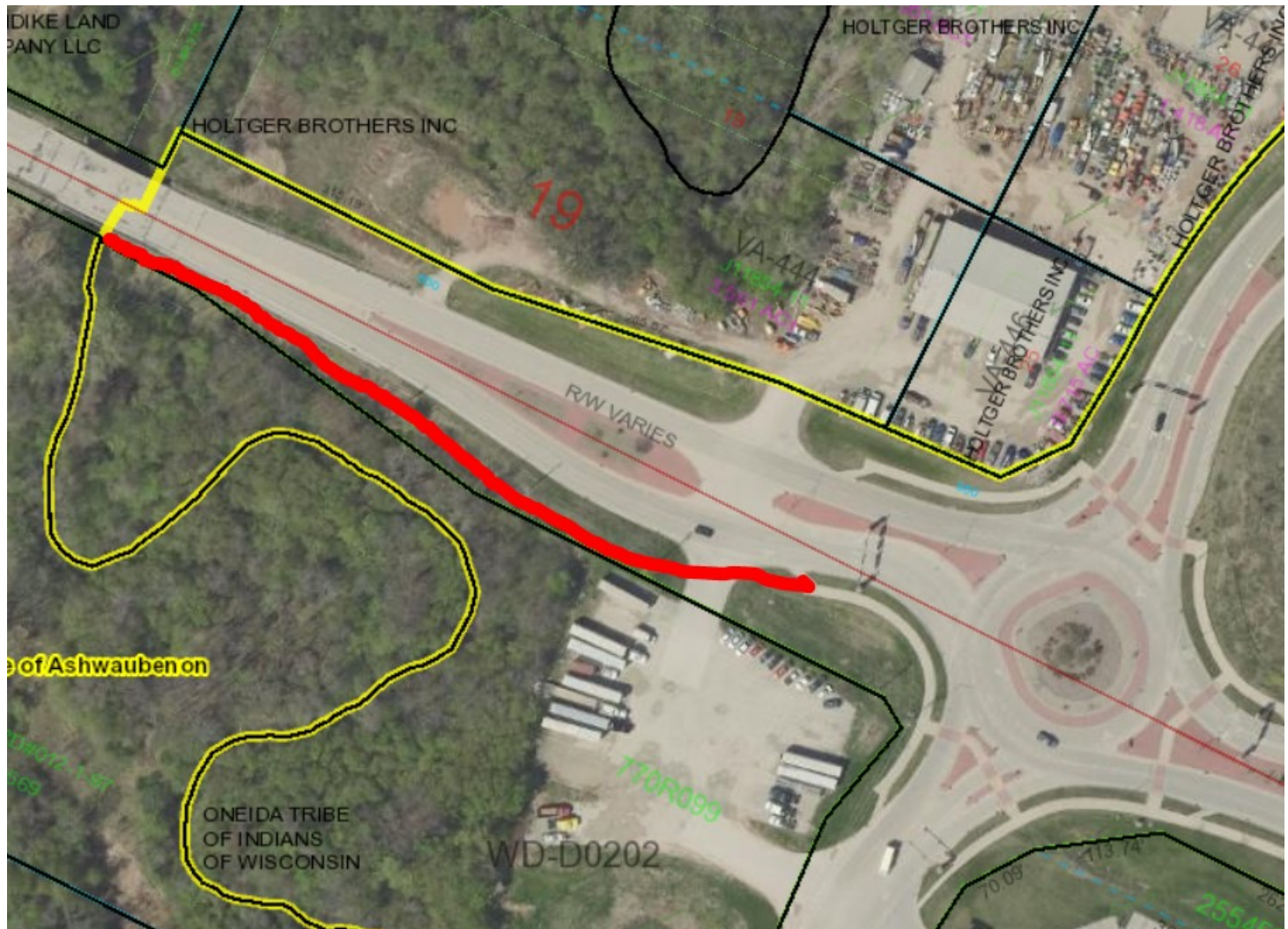
## Scott Thoresen

**From:** Brian Rickert <brickert@ashwaubenon.gov>  
**Sent:** Friday, January 12, 2024 3:34 PM  
**To:** Scott Thoresen  
**Cc:** Eric Rakers; Steve Birr  
**Subject:** Main Ave Sidewalk/Trail Extension

**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.

Scott,

The Village of Ashwaubenon is in the very initial stages of planning for the extension of the existing trail on the south side of Main Ave (CTH GF). The trail current starts at the western Village limits and stops at Ridge Road, we are looking to extend this accommodation and tie it into sidewalk that currently exists at the roundabout at Mid-Valley and Main Ave. With that the sidewalk will cross into City of De Pere which is shown below in red:



At this time, we do not have schedule for construction but would like to look to apply for TAP grant funding. Is this something that the City of De Pere would be interested in teaming together with Ashwaubenon?

Look forward to hearing from you!



**Brian Rickert, P.E.**

**Director of Public Works**

Village of Ashwaubenon

2155 Holmgren Way

Ashwaubenon, WI 54304

P: (920) 492.2310

E: [brickert@ashwaubenon.gov](mailto:brickert@ashwaubenon.gov)

[Website](#) | [Twitter](#) | [Facebook](#) | [YouTube](#)

---

**\*NOTICE OF CONFIDENTIALITY\*** This e-mail and any files transmitted with it may contain information that is privileged, confidential and exempt from disclosure under applicable laws. This communication is intended for the sole use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, dissemination, forwarding, printing, or copying of this e-mail and any files you have received with it without the consent of the sender is strictly prohibited. If you have received this e-mail in error, please do not distribute it. Please notify the sender by e-mail at the address shown and delete the original message. Thank you!



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Engineering

**FROM:** Eric Rakers

**SUBJECT:** Consideration and possible action regarding American Boulevard Sidewalk

---

**ATTACHMENTS:**

- 2024 0212 CI\_BOPW\_American\_BLVD\_Sidewalk (PDF)
- 2016 Sidewalk\_Requirement\_Map (PDF)
- American Boulevard Sidewalk Exhibit (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 12, 2024

RE: Consideration and possible action regarding American Boulevard Sidewalk

Staff has received a request to install sidewalk along American Boulevard. The purpose for this item is to discuss the issues and opportunities for the sidewalk and get input from the Board.

## **Background Information**

The City of De Pere created a map for sidewalk installation requirements. The map was updated in 2008 with minor updates in 2016. The map is color coded for the need for sidewalk based on the following criteria: required by *restrictive covenant*, *potentially will need walk*, and *does not meet criteria, never need walk*.

Through the years, modifications have been made to this map for areas where sidewalks are or will be installed. For instance, a sidewalk has been installed on Lawrence Drive from Scheuring Road to Main Avenue. Additionally, a pedestrian trail is proposed on Generations Boulevard (Southbridge Road) as part of the Brown County project.

There are also instances where the map criteria for not requiring sidewalk was affirmed by the Board. A request for a sidewalk on Heritage Road was brought to the Board when it was reconstructed by the County. The Board affirmed that a sidewalk was not needed on Heritage Road.

Generally, the past stance for the City was that sidewalk was not installed in businesses/industrial parks.

## **Facility Need**

American Boulevard is a collector street from Southbridge Road to Scheuring Road. This designation will likely be extended to the south as American Boulevard extends down to Little Rapids Road. American Boulevard is a four-lane roadway from 1600' south of Biotech Way up to Scheuring Road with no bike lanes, and a two-lane road with bike lanes from the south City limits to 1600' south of Biotech Way. The entire length has a 35 mph speed limit.

Walking has become more common throughout the City, including in the business/industrial parks. Staff has observed employees walking in the Southwest Business Park on a regular basis.

### **Connectivity**

The City has been a proponent of sidewalk and pedestrian friendly facilities. One component to sidewalk is connectivity. The proposed sidewalk along American Boulevard will improve connectivity throughout the Southwest Business Park. However, with the limited number of access points and other viable routes such as Lawrence Drive, the sidewalk connectivity benefits employees of the business more than residents in the adjacent areas.

Sidewalks will provide better access to the Dog Park off Biotech Way. However, the distance from the nearest residential area off Garroman Drive is 6,000 feet away which is 2.3 miles round trip for a pedestrian walking.

### **Municipal Code**

In addition to the items discussed above, the City Municipal Code addresses the installation of sidewalk in the City. Section 22-5. *Construction and repair of streets and sidewalks*, of the code says the following:

*“(d) Sidewalks required constructed. Sidewalks shall be constructed according to the specifications as set forth in subsection (b) of this section. The board of public works shall, at least annually, review those areas where sidewalks have not been constructed to determine the need for such construction for the safety of all citizens and recommend to the common council the installation of sidewalks in such areas. In reviewing the need for such construction of sidewalks, the board and common council shall consider the following factors: thoroughfares, connector streets, connection with public facilities such as schools and parks, pedestrian and vehicular safety and topographic consideration. Upon such recommendation the common council may require installation pursuant to Wis. Stats. § 66.0907.”*

Sidewalk along American Boulevard conforms to the requirements in the Code in that it provides pedestrian facilities on an arterial street, which would be considered a connector street, provides future connections between residential and business areas, and pedestrian and vehicular safety.

### **Other Considerations**

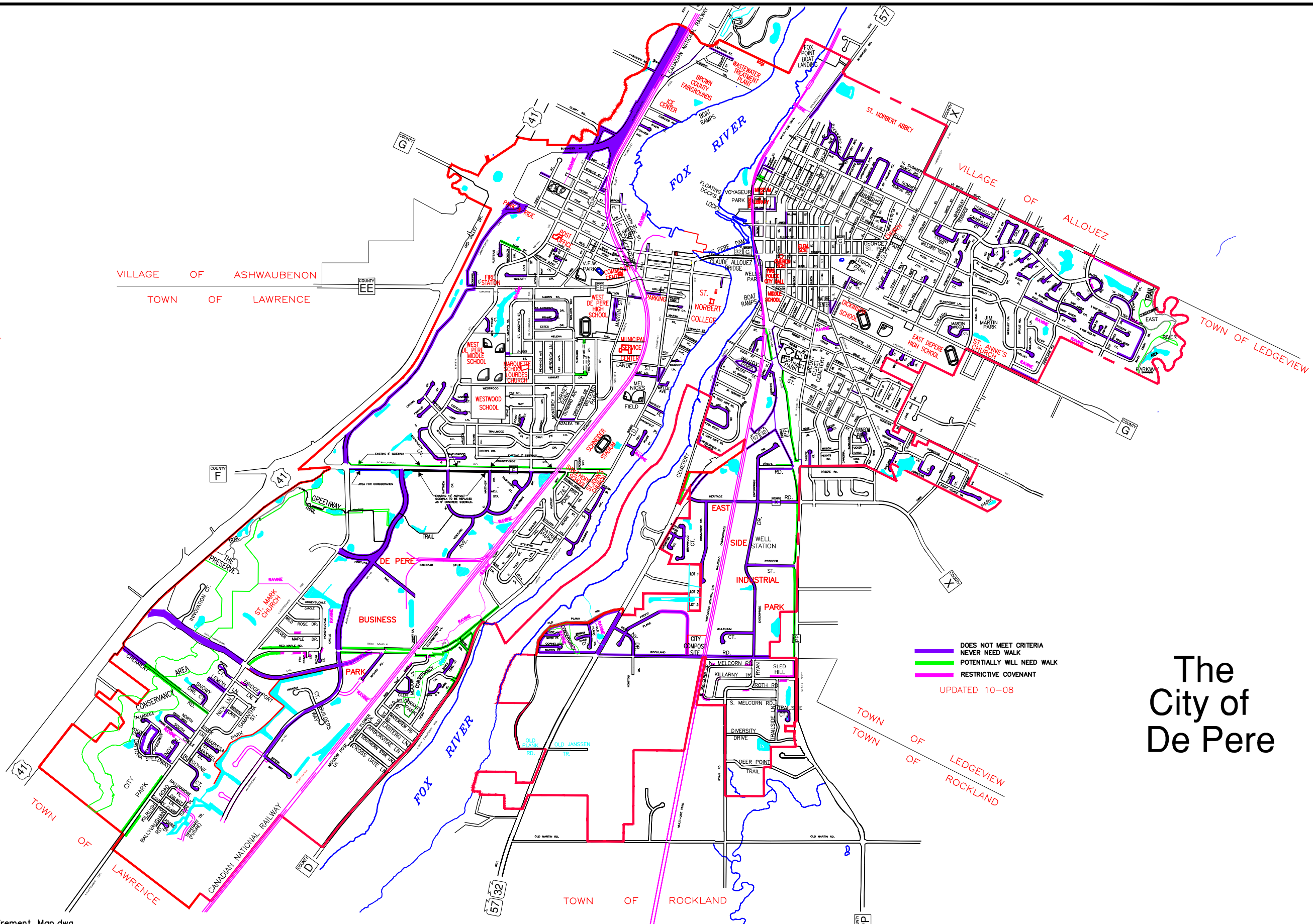
Installing sidewalk in the business/industrial parks will be a change in practice for the City. This has been a sensitive topic in the past.

The distance is approximately 14,800 feet from the end of American Boulevard to Scheuring Road. Many of these properties have large frontages. When sidewalk was installed several years ago on Lawrence Drive, the property owners were responsible for the construction costs that a property owner would pay for new sidewalk. Additional items were paid for by the City. These items include impacts to driveway aprons, adjusting utilities, additional grading and restoration beyond what a property owner would incur if the sidewalk had been constructed with the development of the property. There will be a significant impact on the City.

A project such as this will require multiple steps including a survey to gather input, public information meetings, field survey, design, assessment resolutions and public hearings.

**Discussion**

Staff is requesting input from the Board. If the Board would like to proceed with the project, we request approval for sending out a survey to impacted businesses.



# The City of De Pere

X: \\Street\\Sidewalks\\Sidewalk\_Requirement\_Map.dwg



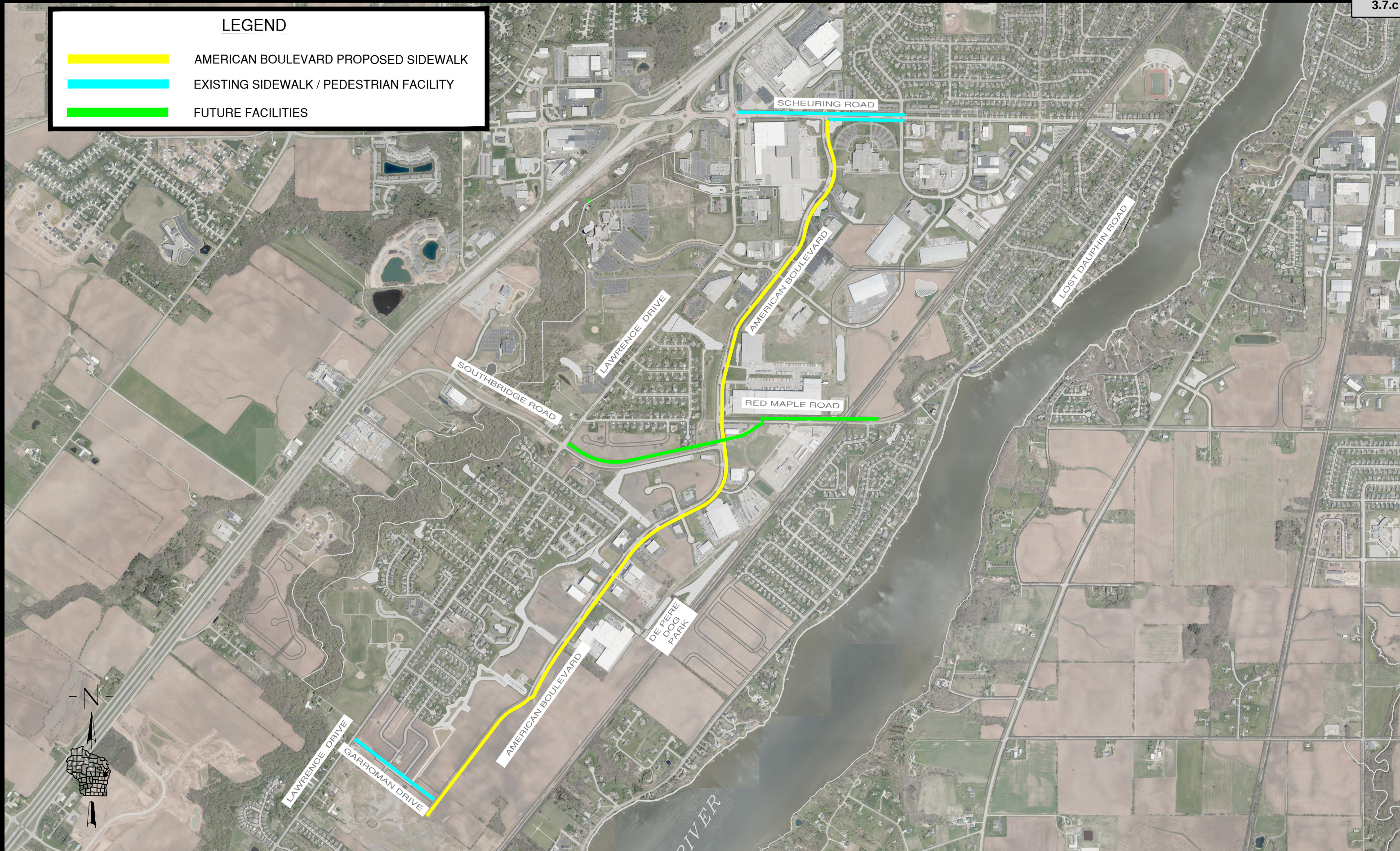
**CITY OF DE PERE**  
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115  
OFFICE 920-339-4061 FAX 920-339-4071

## CITY SIDEWALKS LOCATION MAP

|                                   |  |          |      |                    |      |    |         |             |
|-----------------------------------|--|----------|------|--------------------|------|----|---------|-------------|
| NAME: SIDEWALK<br>REQUIREMENT MAP |  | BY       | DATE | REVISIONS / ISSUES |      |    |         | PAGE<br>NO. |
|                                   |  |          |      | NO.                | DATE | BY | REMARKS |             |
| PROJECT : 2016 SIDEWALK<br>MAP    |  | SURVEYED |      |                    |      |    |         |             |
|                                   |  | DRAWN    | MPJ  | 6/2016             |      |    |         |             |
|                                   |  | DESIGNED |      |                    |      |    |         |             |
|                                   |  | CHECKED  |      |                    |      |    |         |             |

LEGEND

- AMERICAN BOULEVARD PROPOSED SIDEWALK
- EXISTING SIDEWALK / PEDESTRIAN FACILITY
- FUTURE FACILITIES



CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115  
OFFICE 920-339-4061 FAX 920-339-4071

AMERICAN BOULEVARD  
SIDEWALK PROPOSAL

|           |          |      |                    |     |      |    |          |
|-----------|----------|------|--------------------|-----|------|----|----------|
| NAME:     | BY       | DATE | REVISIONS / ISSUES |     |      |    | PAGE NO. |
| PROJECT # | SURVEYED | MAL  | 02-2024            | NO. | DATE | BY | REMARKS  |
|           | DRAWN    | EPR  | 02-2024            |     |      |    |          |
|           | DESIGNED |      |                    |     |      |    |          |
|           | CHECKED  |      |                    |     |      |    |          |



## City of De Pere, Wisconsin

### Request For Board of Public Works Action

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Consider and Possible Action Regarding New Yard Waste Sites\*

---

#### ATTACHMENTS:

- Consider Possible Yard Waste Sites 02-6-2024 (PDF)
- Discuss Relocation of City's Compost Facility 11-2-2021 (PDF)
- 2021-11-08 Board of Public Works - Full Minutes-2328 (PDF)
- Compost Site Survey Result (PDF)
- Location Map - General Yard Waste Sites (PDF)
- East Yard Waste Site - Detail Map (PDF)
- West Yard Waste Site -Detail Map (PDF)
- Location and Service Area Map - East Yard Waste Site (PDF)
- Location and Service Area Map - West Yard Waste Site (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 7, 2024  
RE: Consider and Possible Action Regarding New Yard Waste Sites\*

The BOPW last discussed the relocation of the City's existing compost facility at the November 8, 2021 meeting. (See attached staff memo and meeting minutes). At this meeting the key takeaways were:

- Community survey on the use of the compost facility
- Look at having two sites
- Collaboration with the Town of Lawrence and Ledgeview

In 2022 the City did a community survey. The final survey was presented to the City Council at the September 6, 2022 Council meeting. In this survey the following question was asked: "The City of De Pere is in the process of selecting a new location for compost services. How far would you be willing to drive to a compost site?" The results of this question (see attached) 60% of respondents would be willing to drive up to 10 minutes to a compost site with 28% willing to drive up to 11 to 15 minutes.

Over the past year, staff has been looking for potential properties to relocate the compost facility that would keep the driving distance within the acceptable range the survey results showed as well as some of concepts the BOPW discussed previously as mentioned above. At the same time, staff took into consideration the possibility of collaborating with the Town of Lawrence and Town of Ledgeview in sharing the yard waste sites. In doing so, staff has come up with two (2) sites for the BOPW to consider (See attached maps). These sites are smaller than the existing compost facility so would need to be used only for "yard waste" sites with no intent of providing compost in the future. These properties are currently owned by the City so the City would not need to purchase property. The locations would benefit the City's residence on the west side because they would no longer need to drive to the east side to use the existing facility. In addition, the City could pursue working with the Town of Lawrence in having a joint site similarly as the City currently has with the Town of Ledgeview. Staff also put maps together showing the drive times for each site (see attached maps)

The intent of this discussion is to determine if the BOPW wants staff to pursue the sites mentioned above. If the BOPW and Council approve moving forward with these sites, the following would be the next steps:

- 2024 contact the DNR to determine if they would permit the yard waste sites.
- 2025 hire a consultant to design and prepare plans to construct the new yard waste sites.
- 2026 bid and construct the new yard waste sites.

# City of De Pere

## Public Works Department

## Memo

---

**To:** Honorable Mayor Boyd  
Members of the Board of Public Works  
**From:** Scott J. Thoresen, Director of Public Works  
**Date:** November 2, 2021  
**Subject:** Discuss Relocation of City's Compost Facility

---

As previously discussed, the City currently has a compost facility off of Rockland Road. This facility primarily accepts yard waste and brush from residents of the City as well as the Town of Ledgeview. The Town of Ledgeview shares in the operational costs of this facility. This facility needs to be relocated to another site because of the future development of the YMCA. A feasibility study was done on the Village of Allouez's existing yard waste facility located on Le Brun Street. The feasibility study showed the existing Allouez site could accommodate a joint use yard waste site for Allouez, De Pere, and Ledgeview. However, the Village of Allouez Board voted not to move forward in joint operations due to the opposition of residents in the vicinity of the yard waste site.

It is the intent of this discussion to have the BOPW provide staff direction as to where they potentially would like to see the compost facility relocated to. The following items are some things the BOPW may want to consider:

- Does compost facility need to be within the City?
- If the compost facility does not need to be within the City, how far outside the City does the BOPW want to consider for possible sites?
- If the City wants to continue the collaboration with the Town of Ledgeview, are possible sites acceptable to be with in the Town of Ledgeview?
- If the facility is relocated to the west side of the river, it is most likely the Town of Ledgeview will no longer want to collaborate in joint operations.
- No matter where the compost facility is relocated to, there will most likely be concerns and opposition.



# Board of Public Works

## Regular Meeting

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

### Final Minutes

Monday, November 8, 2021

7:30 PM

Council Chambers and Virtual

#### I. Call to Order

The meeting was called to order at 7:30 PM by Mayor James Boyd

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

Others present:

Scott Thoresen, Public Works Director

Eric Rakers, City Engineer

Betty Sellenheim, Recording Secretary

Tony Fietzer, Street Superintendent (Remote)

Dean Haen, Director - Brown County Port & Resource Recovery

#### II. Public Comment Period

None

#### III. Items

##### 1. Approval of the Board of Public Works October 11, 2021 Meeting Minutes

Aldersperson Carpenter moved to approve the Board of Public Works October 11, 2021 Meeting Minutes, seconded by Aldersperson Ledvina. Upon vote, the motion passed unanimously.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Dan Carpenter, Aldersperson                                      |
| <b>SECONDER:</b> | Shana Defnet Ledvina, Aldersperson                               |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina |
| <b>EXCUSED:</b>  | Dean Raasch                                                      |

##### 2. Consideration and possible action on Brown County Solid Waste Agreement\*

Scott Thoresen, Public Works Director, provided an introduction of the topic.

Dean Haen, Director of Port & Resource Recovery, presented to the Board regarding the new Solid Waste Agreement, South Landfill Facility, and Tri-County Partnership.

Mayor Boyd asked the consequences of a municipality not partnering and accepting the agreement. Mr. Haen stated that municipality would be responsible for their own disposal of solid waste in either Manitowoc County or Calumet County through private disposal companies Waste Management and GFL respectively. Mr. Haen further explained the history of the tri-county partnership. Aldersperson Carpenter asked where the onus lies for the next landfill facility. Mr. Haen explained the timeline for establishing a new facility.

Alderson Carpenter moved to approve the Brown County Solid Waste Agreement, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Dan Carpenter, Alderson                                          |
| <b>SECONDER:</b> | Shana Defnet Ledvina, Alderson                                   |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina |
| <b>EXCUSED:</b>  | Dean Raasch                                                      |

3. Consideration and possible action on Ninth Street Interceptor Agreement between the City of De Pere and Green Bay Metropolitan Sewerage District\*

Eric Rakers, City Engineer, explained the Ninth Street Interceptor function and Agreement. Mr. Rakers explained that the City will construct the extension as part of the American Boulevard Utility Extension, invoice the total amount to Green Bay Metropolitan Sewerage District (GBMSD), and be invoiced back the City allocated capacity. The sewer will be owned and maintained by GBMSD. The project will be funded by TID.

Mayor Boyd moved to approve the Ninth Street Interceptor Agreement between Green Bay Metropolitan Sewerage District and City of De Pere with funding being provided through TID, seconded by Alderson Hansen. Upon vote, the motion passed unanimously.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | James Boyd, Mayor                                                |
| <b>SECONDER:</b> | Jonathon Hansen, Alderson                                        |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina |
| <b>EXCUSED:</b>  | Dean Raasch                                                      |

4. Consideration and possible action on five year agreement for snow removal services for Nicolet Art Alley

Tony Fietzer, Street Superintendent, outlined the history and process staff used to solicit quotes for snow removal services for Nicolet Art Alley and requested an extension for five years with Curb N' Décor, who has been performing the snow removal the past two seasons.

Alderson Hansen clarified that the service will not come back from consideration for five years. Mayor Boyd stated that was correct.

Alderson Carpenter moved to approve a five year agreement for snow removal services for Nicolet Art Alley, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Dan Carpenter, Alderson                                          |
| <b>SECONDER:</b> | James Boyd, Mayor                                                |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina |
| <b>EXCUSED:</b>  | Dean Raasch                                                      |

5. Consideration and possible action on State – Municipal Agreement for STH 32\*

Scott Thoresen, Public Works Director, explained the State-Municipal Agreement, anticipated improvements for State Highway 32 (Main Ave and Reid Street), City estimated cost, and tentative timeline. Mr. Thoresen explained improvements that would not be funded by the state and therefore fall completely on the City to fund or obtain grants. Mr. Thoresen explained that once the agreement was approved and returned to the state, design work would begin to determine the full extent of the improvements.

Mayor Boyd asked to clarify the costs listed in the agreement. Mr. Thoresen explained the City portion will increase to cover the cost of improvements in the parking sections on Main and Reid along with additional work between curb and buildings not covered by the state. Alderperson Hansen asked about utility improvements. Mr. Thoresen stated that water and sewer improvements would be at the cost of the City, storm sewer improvements would be partially funded by the state, and electric services (for standard street lighting) would be funded by state. Alderperson Hansen asked for further clarification regarding the costs to the City. Mr. Thoresen explained there would likely be future revised agreements outlining City costs that would include 25% of engineering/design services along with city-funded portions of the project as the scope changes. Alderperson Hansen asked the difference between resurfacing and reconstructing. Mr. Thoresen outlined the main differences. Alderperson Carpenter addressed the amount of parking on Main Ave and Reid Street the City would need to cover and the cost associated with it. Mr. Thoresen agreed and added if the project becomes a full reconstruction from building to building; the City could be looking at costs between \$3 million and \$4 million. Alderperson Carpenter explained he was just speaking as a resurface but transparency about the cost for funding the City portions, not including City funded utilities. Mr. Thoresen agreed it would be +\$1 million. Eric Rakers, City Engineer, explained the utilities the City would plan to replace. Mayor Boyd asked who would be responsible for finding grant funding. Mr. Thoresen explained the City Engineer is constantly looking for grants for construction projects and being a state project, there may be Federal funds that become available. Alderperson Ledvina asked about the timeline. Mr. Thoresen explained design work would start in 2022 with tentative construction in 2028.

Mayor Boyd moved to approve State-Municipal Agreement for State Highway 32, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | James Boyd, Mayor                                                |
| <b>SECONDER:</b> | Jonathon Hansen, Alderperson                                     |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina |
| <b>EXCUSED:</b>  | Dean Raasch                                                      |

6. Consideration and possible action on fill storage

Eric Rakers, City Engineer, outlined the potential berm created through storage of fill from American Boulevard pond construction as part of the American Boulevard Utility and Street Extension project in 2022. Mr. Rakers explained the potential use of the fill as part of Southern Bridge, creating a cost savings for the City. Mr. Rakers explained staff's recommendation for a storage location and potential future use for the Southern Bridge or other City projects and asked the Board for direction on notification to residents in the area.

Mayor Boyd was optimistic about the saving of fill for future use. Alderperson Carpenter verified with staff the land use of parcels in the area and stated his preference to notify residents. Mr. Rakers agreed with the land uses as described and outlined a few key areas on the map. Alderpersons Ledvina and Hansen stated their preference to notify residents.

Mayor Boyd moved to approve the storage of fill from American Boulevard pond construction and notify residents under option #2, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | James Boyd, Mayor                                                |
| <b>SECONDER:</b> | Shana Defnet Ledvina, Alderperson                                |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina |
| <b>EXCUSED:</b>  | Dean Raasch                                                      |

7. Consideration and possible action on implementing online bidding platform through QuestCDN

Eric Rakers, City Engineer, outlined the use of QuestCDN for bidding City projects since 2011 and staff's request to begin accepting bids online through QuestCDN.

Alderperson Carpenter asked about publicly viewable plan holders lists. Mr. Rakers stated it would be visible and has always been and the bid tab will show who bid on the project. Alderperson Hansen asked whether the fees were set by QuestCDN. Mr. Rakers agreed they were and they retain the fees.

Alderperson Carpenter moved to approve implementing online bidding platform through QuestCDN utilizing contractor payment option #2, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                       |
| <b>MOVER:</b>    | Dan Carpenter, Alderperson                                       |
| <b>SECONDER:</b> | Jonathon Hansen, Alderperson                                     |
| <b>AYES:</b>     | James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina |
| <b>EXCUSED:</b>  | Dean Raasch                                                      |

8. Discuss Relocation of City's Compost Facility

Scott Thoresen, Public Works Director, introduced the topic and explained the recent history including the feasibility study and subsequent denial of a joint facility with Allouez. Mr. Thoresen laid out a few questions to start a discussion for moving forward.

Mayor Boyd suggested adding questions to the City survey regarding the compost facility. Alderperson Carpenter asked questions to clarify the potential option of using City of Green Bay sites and requested additional information or further discussion about the denial of the joint facility with Allouez. Mr. Thoresen explained the situation and denial regarding the joint facility and stated that it was no longer an option for the City. Mr. Thoresen stated the feasibility study did bring to light some issues at the Allouez site that they can work to rectify. Alderperson Ledvina asked if staff has reached out to Town of Lawrence regarding a collaborative compost site. Alderperson Carpenter explained that Lawrence currently has a farmer that accepts their compost material, but the site is being developed shortly and will no longer be available and they accept brush by their

Town Hall. Alderperson Ledvina suggested having two locations where the west side of De Pere partners with Lawrence and the east side of De Pere could partner with Ledgeview or reapproach the subject with Allouez. Mr. Thoresen agreed with the information provided by Alderperson Carpenter and stated that staff has been in communications with Lawrence Public Works Department. Mr. Thoresen also informed the Board to consider that if there are two sites to maintain, the cost will significantly increase annually. Alderperson Hansen asked if staff has looked at partnering with Town of Rockland. Mr. Thoresen stated there has been a history of lack of interest from Rockland regarding partnerships. Alderperson Hansen asked about purchasing property south of the current site. Mr. Thoresen explained there were many potential options for purchasing property and also a few city-owned parcels that could work including one off Richco Road. Mr. Thoresen asked how far Board Members thought residents would want to drive to create a search for vacant parcels. Mr. Thoresen mentioned there would be out-cry regarding the use of the Richco Road site as a compost facility. Alderperson Ledvina asked who would be upset by that use. Mr. Thoresen stated the residential area to the north and potentially the industrial users. Alderperson Carpenter suggested the distance circumference for available sites should be the distance from center of De Pere to the Green Bay sites, as the Board felt that would be the last choice option for distance (to combine with GreenBay). Alderperson Ledvina suggested combining with Green Bay but offering more curbside collections to the residents. Mr. Thoresen explained the history of curbside collections in the City. Alderperson Carpenter explained his disinterest in turning usable land into a compost facility and expressed interest in the Richco Road site. Mr. Thoresen added that vacant land can run \$40-\$50,000 an acre. Mr. Thoresen mentioned the Town of Ledgeview may be interested in the future to partner with the City for use of the Rubbish Drop-off Site on Sixth Street. Mr. Thoresen added that he has two potential sites in mind-the Richco Road site and a combined site by Scray Hill with Town of Ledgeview. Mr. Thoresen, Mayor Boyd, and Alderperson Ledvina suggested including questions on the City survey to better understand how the City residents use the current compost facility. Alderperson Ledvina asked how much notice the YMCA was required to give the City to vacate the parcel. Mr. Thoresen and Mayor Boyd did not know the exact amount of time but stated it was not much. Mr. Thoresen added the Richco Road site will be close to Southern Bridge once developed and added that staff knows the work that it will take to get that site ready for use. Eric Rakers, City Engineer, clarified that the Richco Road site could be used for industrial use but contains contaminated material under a cap. Mayor Boyd requested staff continue discussions and start formulating questions to be included in the City survey if approved in the budget. Mr. Thoresen stated he would schedule a discussion at Board regarding City survey questions for first quarter 2022.

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>DISCUSSED</b> |
|----------------|------------------|

#### IV. Future Agenda Items

None

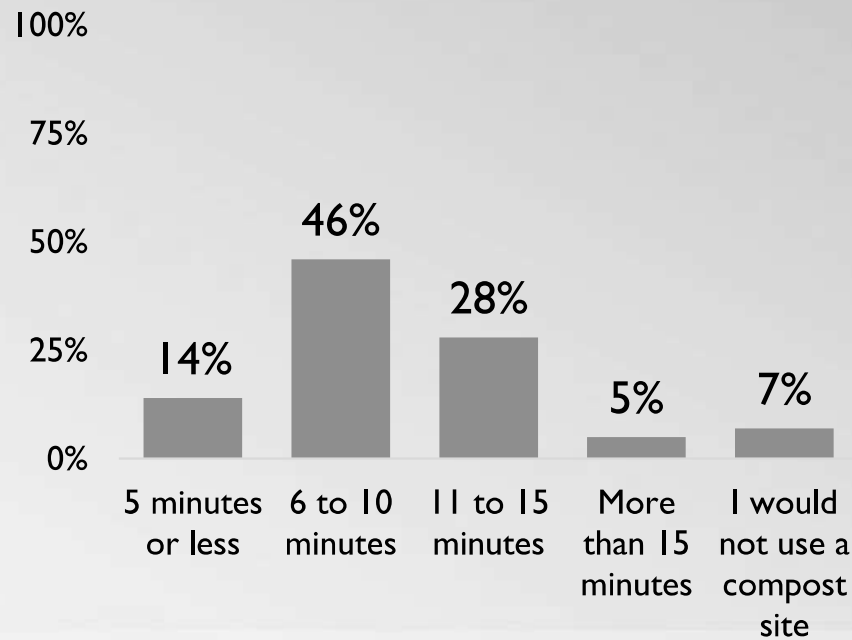
#### V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:50 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

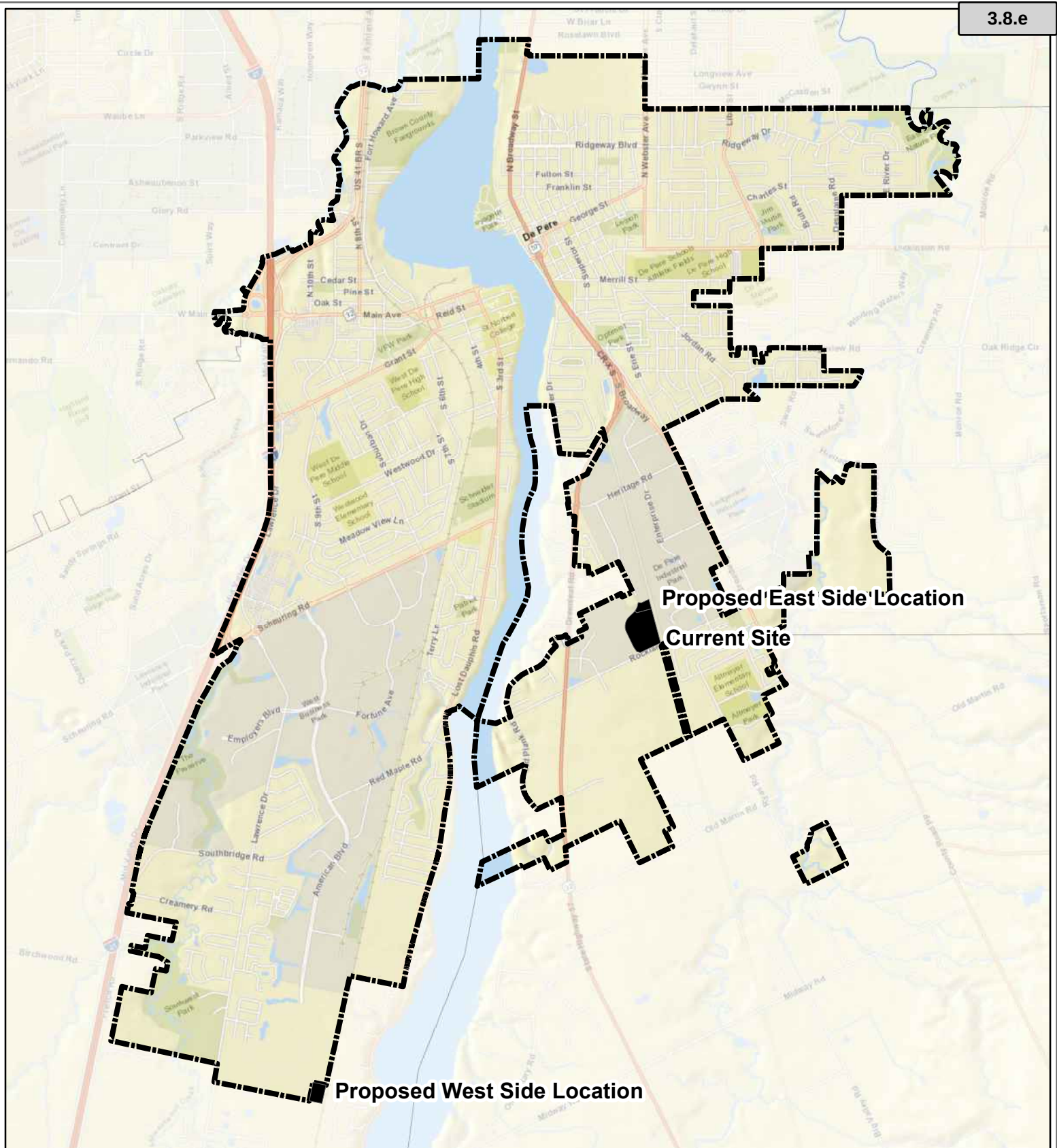
Respectfully submitted,  
Betty Sellenheim

# NEW COMPOST SERVICES DRIVE TIME

The City of De Pere is in the process of selecting a new location for compost services. How far would you be willing to drive to a compost site?



- 60% of respondents would be willing to drive up to 10 minutes to a compost site, with 46% willing to drive 6 to 10 minutes.
- 28% would be willing to drive 11 to 15 minutes and only 5% would be willing to drive more than 15 minutes; 7% said they would not use a compost site.



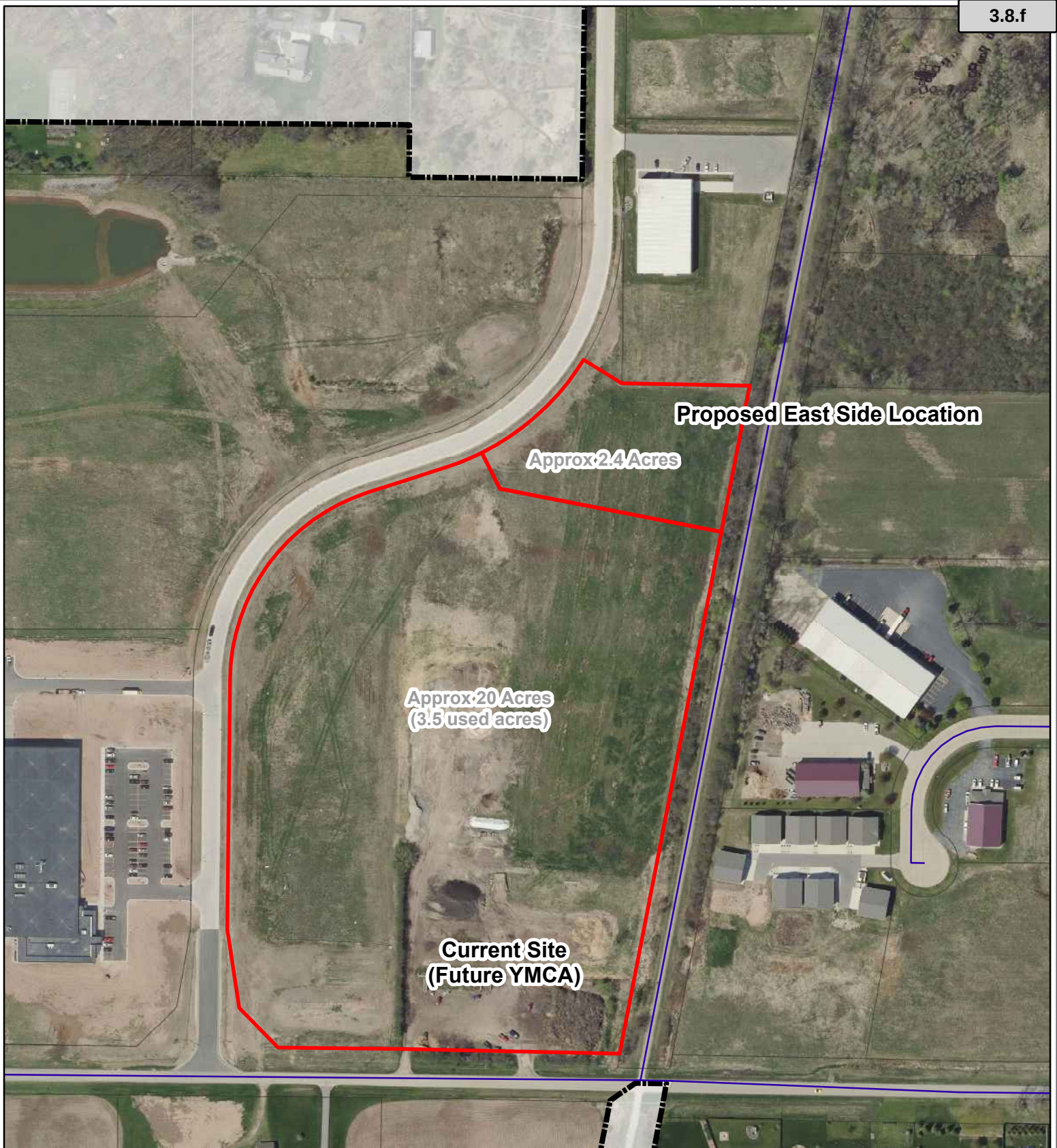
## Yard Waste Drop Off Site Map

City of De Pere

0 0.25 0.5 1 1.5 2 Miles



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.



## Yard Waste Drop Off Site Map - East Site Detail Map

City of De Pere

0 0.0175 0.035 0.07 0.105 0.14 Miles



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.



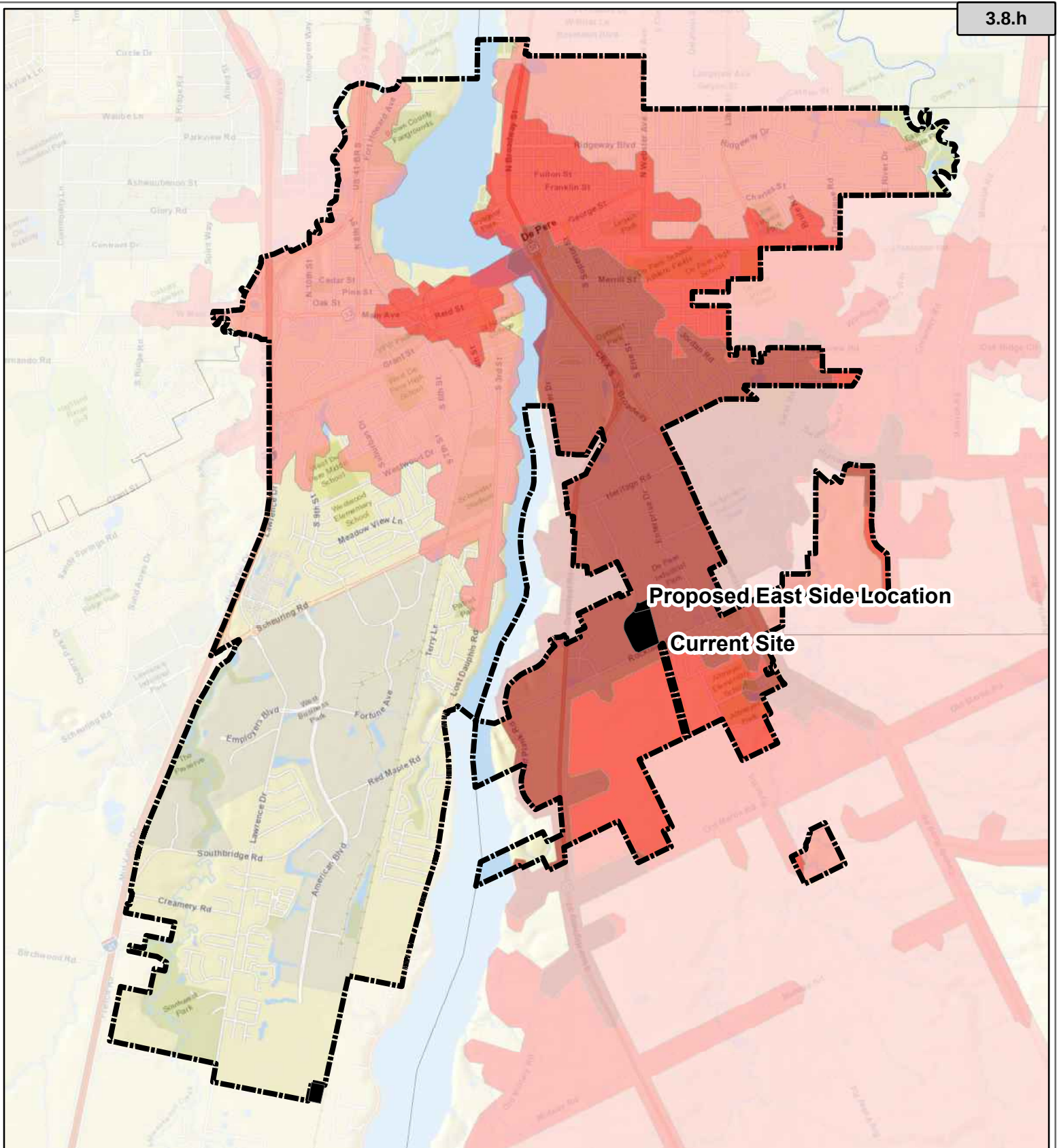
## Yard Waste Drop Off Site Map - WestSite Detail Map

City of De Pere

0 0.01750.035 0.07 0.105 0.14 Miles



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.



## Yard Waste Drop Off Site Map - East Site Service Area

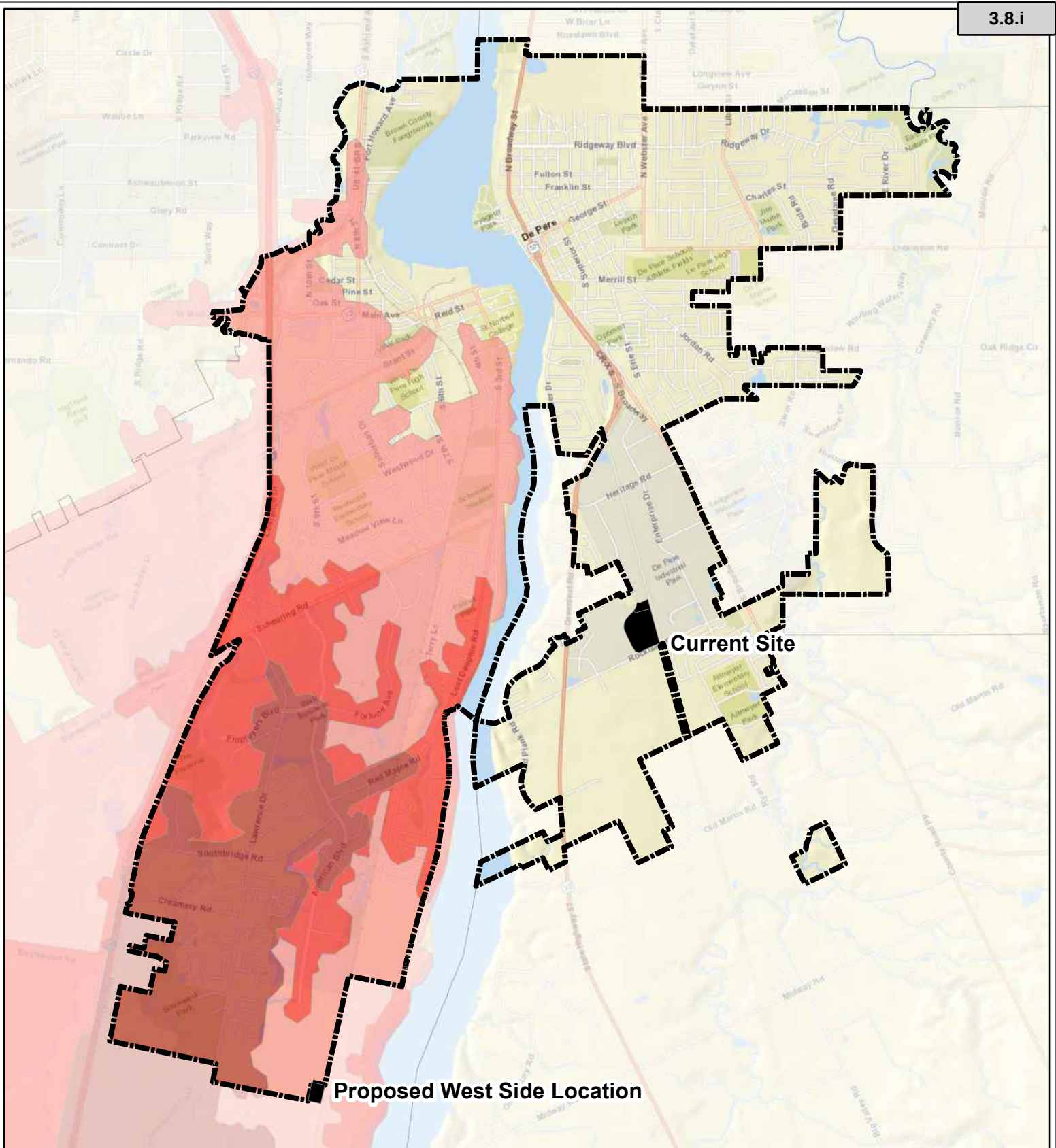
City of De Pere

0 0.25 0.5 1 1.5 2 Miles



- 10 minute Drive Time
- 7 minutes Drive Time
- 5 minutes Drive Time

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.



## Yard Waste Drop Off Site Map - West Site Service Area

City of De Pere

0 0.25 0.5 1 1.5 2 Miles



- 10 minute Drive Time
- 7 minutes Drive Time
- 5 minutes Drive Time

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.



## City of De Pere, Wisconsin

### Request For Board of Public Works Action

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Consider and Possible Action Regarding Public Parking on City Owned Lot at 360 Main Avenue\*

---

The City currently owns the vacant lot at 360 Main Avenue. The BOPW approved parking during the non-winter months at the August 8, 2022 BOPW meeting. (See attached minutes) The lot is blocked off for parking December 1st thru April 1st due to the difficulty of maintaining this lot during the winter months because the lot is on a significant slope. Recently the City Administrator received a request from a business owner near the lot wanting the City to keep this lot open for parking during the winter months. The intent of the discussion with the BOPW is to determine whether the City should open up this area for public parking during the winter months.

#### ATTACHMENTS:

- 2022-08-08 Board of Public Works - Full Minutes-2422 (PDF)



# Board of Public Works

## Regular Meeting

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

### Final Minutes

Monday, August 8, 2022

7:30 PM

Council Chambers and Virtual

#### I. Call to Order

The meeting was called to order at 7:32 PM by Alderperson Dean Raasch

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

Others Present:

Scott Thoresen, Public Works Director

Tony Fietzer, Street Superintendent

Chase Kuffel, Assistant City Engineer

Betty Sellenheim, Recording Secretary

Tina Quigley, Definitely De Pere

#### 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. §6-3(f) DPMC

None

#### III. Items

##### 1. Approval of the July 11, 2022 Board of Public Works Meeting Minutes

Alderperson Carpenter moved to approve the July 11, 2022 Board of Public Works Meeting Minutes, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Dan Carpenter, Alderperson                                        |
| <b>SECONDER:</b> | Shana Defnet Ledvina, Alderperson                                 |
| <b>AYES:</b>     | Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch |
| <b>EXCUSED:</b>  | James Boyd                                                        |

##### 2. Consideration and possible action on the deferral of the sidewalk installation at 3018 Scarlet Oak Road until June 30, 2023\*

Alderperson Carpenter moved to approve the deferral of the sidewalk installation at 3018 Scarlet Oak Road until June 30, 2023, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Dan Carpenter, Alderperson                                        |
| <b>SECONDER:</b> | Jonathon Hansen, Alderperson                                      |
| <b>AYES:</b>     | Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch |
| <b>EXCUSED:</b>  | James Boyd                                                        |

3. Consideration and Possible Action Regarding Definitely De Pere's Request to Install Art Sculptures\*

Scott Thoresen, Public Works Director, explained the locations for the sculptures and that one sculpture location is planned for park property and will need to be approved by the Board of Park Commissioners.

Alderperson Carpenter moved to approve Definitely De Pere's Request to install Art Sculptures with New Dawn sculpture being approved by the Board of Park Commissioners, seconded by Alderperson Raasch.

Alderperson Hansen asked if there were concerns about vision obstruction with the installation on Fourth Street. Mr. Thoresen stated the size of the sculpture should not impact the vision triangle. Alderperson Hansen asked about the location in relation to The Transformation of Daphne sculpture.

Alderperson Raasch moved to open the meeting at 7:36 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Tina Quigley, Definitely De Pere, responded that the location was considered and it was felt the pieces would be complimentary. Alderperson Hansen asked if the sculpture would need to be moved in the future. Mr. Thoresen stated that both sculptures (The Transformation of Daphne and New Dawn) could need to be moved if the Parks Department moved forward with developing the space.

Alderperson Raasch moved to return to regular session at 7:38 PM, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

Upon vote, the motion passed unanimously.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Dan Carpenter, Alderperson                                        |
| <b>SECONDER:</b> | Dean Raasch, Alderperson                                          |
| <b>AYES:</b>     | Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch |
| <b>EXCUSED:</b>  | James Boyd                                                        |

4. Consideration and possible action on implementing post-holiday overflow collection bag limit

Tony Fietzer, Street Superintendent, outlined the request from staff to review post-holiday overflow collection and discuss possible institution of limits. Alderperson Raasch asked if surrounding communities offered similar opportunities for their residents. Mr. Fietzer explained the communities that offer overflow and the frequency. Alderperson Raasch asked staff's full intention. Mr. Fietzer further outlined his requests. Alderperson Carpenter requested additional information regarding the number of households placing

overflow at the curb, that is seen to be excessive according to staff during these designated collection times. Alderperson Ledvina asked how staff would handle locations with extra bags, if a limit was imposed. Mr. Fietzer outlined the process staff would recommend using. Alderperson Hansen spoke in favor of establishing a limit and limiting the number of overflow occurrences throughout the year. Alderperson Raasch spoke in favor of eliminating the free overflow collection following holidays. Alderperson Ledvina spoke in favor of establishing a limit. Mr. Fietzer expressed gratitude for the discussion and explained that establishing a limit would assist in the office when staff receives calls and potentially keep drivers safer during the collections. Scott Thoresen, Public Works Director, supported bringing this agenda item back to the Board with additional information following the Labor Day collections. Alderperson Ledvina suggested offering the ability to purchase overflow collection tags online. Alderperson Raasch suggested accepting overflow collections 4 times a year, around major holidays, but not necessarily in conjunction with them. Alderperson Carpenter asked if staff runs into any issues with the collections directly following holidays. Mr. Fietzer outlined some issues staff deals with during these times.

Alderperson Raasch moved to refer back to staff for action during the October 2022 meeting to establish limits on the number of boxes of recycling and/or bags of garbage, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>REFERRED BACK TO STAFF [UNANIMOUS]</b>                         |
|                  | <b>Next: 10/10/2022 7:30 PM</b>                                   |
| <b>MOVER:</b>    | Dean Raasch, Alderperson                                          |
| <b>SECONDER:</b> | Dan Carpenter, Alderperson                                        |
| <b>AYES:</b>     | Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch |
| <b>EXCUSED:</b>  | James Boyd                                                        |

5. Consideration and possible action on timing and frequency for overflow collections

Alderperson Raasch moved to refer back to staff for action during the September 2022 meeting to establish timing/intervals of offered overflow collections, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>REFERRED BACK TO STAFF [UNANIMOUS]</b>                         |
|                  | <b>Next: 9/12/2022 7:30 PM</b>                                    |
| <b>MOVER:</b>    | Dean Raasch, Alderperson                                          |
| <b>SECONDER:</b> | Shana Defnet Ledvina, Alderperson                                 |
| <b>AYES:</b>     | Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch |
| <b>EXCUSED:</b>  | James Boyd                                                        |

6. **Consideration and Possible Action Regarding Public Parking on City Owned Lot at 360 Main Avenue\***

Scott Thoresen, Public Works Director, outlined the request to approve opening the city owned parking lot at 360 Main Ave for public parking during non-winter months. Alderperson Carpenter asked how the parking would be restricted during winter months. Mr. Thoresen explained the staff process of closing the lot.

Alderson Carpenter moved to approve public parking on City owned lot at 360 Main Avenue, except during winter months, until such time as the lot is sold or developed, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Dan Carpenter, Alderson                                           |
| <b>SECONDER:</b> | Shana Defnet Ledvina, Alderson                                    |
| <b>AYES:</b>     | Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch |
| <b>EXCUSED:</b>  | James Boyd                                                        |

7. Consideration and possible action on Intergovernmental Agreement Between the City and Town of Ledgeview for Lone Oak & Ledgeview Road Construction\*

Scott Thoresen, Public Works Director, outlined the cost-sharing agreement for construction on Lone Oak Road and Ledgeview Road in 2022.

Alderson Hansen moved to approve the intergovernmental agreement between the City of De Pere and Town of Ledgeview for Lone Oak and Ledgeview Road Construction, seconded by Alderson Raasch. Upon vote, the motion passed unanimously.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Jonathon Hansen, Alderson                                         |
| <b>SECONDER:</b> | Dean Raasch, Alderson                                             |
| <b>AYES:</b>     | Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch |
| <b>EXCUSED:</b>  | James Boyd                                                        |

8. Consideration and possible action on approval for Amendment #1 of the State/Municipal Agreement with WisDOT for STP-Urban Grant Project-Lawrence Drive\*

Chase Kuffel, Assistant City Engineer, outlined the request to approve Amendment #1 to include a 106 report at the cost of approximately \$400 to the City.

Alderson Ledvina moved to approve Amendment #1 of the State/Municipal Agreement with Wisconsin DOT for STP-Urban Grant Project-Lawrence Drive, seconded by Alderson Carpenter. Upon vote, the motion passed unanimously.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Shana Defnet Ledvina, Alderson                                    |
| <b>SECONDER:</b> | Dan Carpenter, Alderson                                           |
| <b>AYES:</b>     | Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch |
| <b>EXCUSED:</b>  | James Boyd                                                        |

9. Consideration and possible action on DOT – Revised Municipal Agreement for STH 32\*

Scott Thoresen, Public Works Director, outlined the revisions to the Municipal Agreement for STH 32/Main Ave. Alderson Hansen asked how the City would be impacted by the changes. Mr. Thoresen explained it would increase the City's share of the cost for the project. Alderson Hansen asked if the City had received invoices for the work to date. Mr. Thoresen stated there have not been any charges to date and added the project has been moved up to 2028.

Alderson Carpenter moved to approve Wisconsin DOT-revised Municipal Agreement for State Highway 32, seconded by Alderson Raasch. Upon vote, the motion passed unanimously.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Dan Carpenter, Alderson                                           |
| <b>SECONDER:</b> | Dean Raasch, Alderson                                             |
| <b>AYES:</b>     | Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch |
| <b>EXCUSED:</b>  | James Boyd                                                        |

10. Consideration and Possible Action Regarding Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on 9th Street Water Tower\*

Scott Thoresen, Public Works Director, explained the request to approve the agreement with Dixon Engineering for technical review services of wireless project for T-Mobile on the Ninth Street water tower. Mr. Thoresen explained the funds have been received from T-Mobile to reimburse Dixon Engineering for their services. Alderson Carpenter expressed his concerns regarding the placement of antennae on the towers. Mr. Thoresen explained that T-Mobile will only be upgrading their current facilities.

Alderson Raasch moved to approve engineering technical services regarding installation of t-mobile's wireless antennae facilities on 9th Street water tower, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Dean Raasch, Alderson                                             |
| <b>SECONDER:</b> | Shana Defnet Ledvina, Alderson                                    |
| <b>AYES:</b>     | Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch |
| <b>EXCUSED:</b>  | James Boyd                                                        |

IV. Future Agenda Items

None

V. Adjournment

Alderson Ledvina moved to adjourn the meeting at 8:13 PM, seconded by Alderson Hansen. Upon vote, the motion passed unanimously.

Respectfully submitted,  
Betty Sellenheim



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Engineering

**FROM:** Eric Rakers

**SUBJECT:** Discuss Full Sanitary Lateral Replacement

---

**ATTACHMENTS:**

- 2024 0212 CI\_BOPW\_Lateral\_Replacement (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 12, 2024  
  
RE: Discuss Full Sanitary Lateral Replacement

Staff has been investigating options for incorporating full lateral relay in the City to address inflow and infiltration in the City sanitary sewer system. The purpose for this item is to discuss a potential full lateral relay pilot program using a technique called pipe bursting.

## **Background Information**

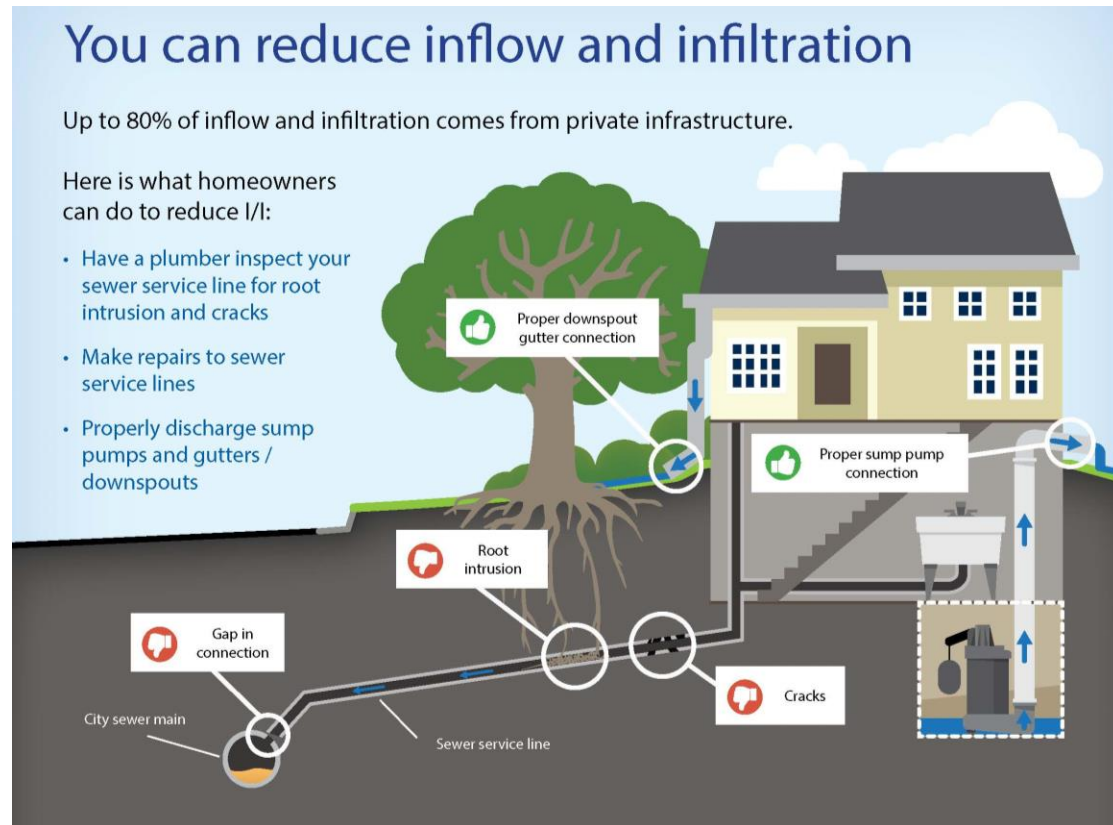
The City has been pursuing inflow and infiltration (I&I) reduction in our sanitary sewer system. Inflow is water that enters the sanitary sewer system only during or immediately after rainfall from direct connections. Points of entry may include connections with roof and area drains, storm drain connections, and holes in manhole covers. Infiltration is the water that enters the sanitary sewer system from the surrounding soil. Common points of entry include broken pipes and defective joints in pipes or manhole walls. A cross between infiltration and inflow is the connection of foundation drains to sanitary laterals. The highest inflow occurs because of storm events or snow melt that contribute to excessive sanitary sewer flows. The highest infiltration flows are observed following storm events as water seeps into the system through its defects.



To combat I&I, the City has completed sanitary sewer relays, sewer lining, abandoning sanitary laterals not used, and relaying sanitary laterals from the sewer main to the right of way as part of projects.

On the private side, the Foundation Drain Disconnection Program was implemented last year. The purpose for this program is to have sump pumps installed on properties that do not have sump pumps, and in particular, those with drain tiles connected to the sanitary sewer.

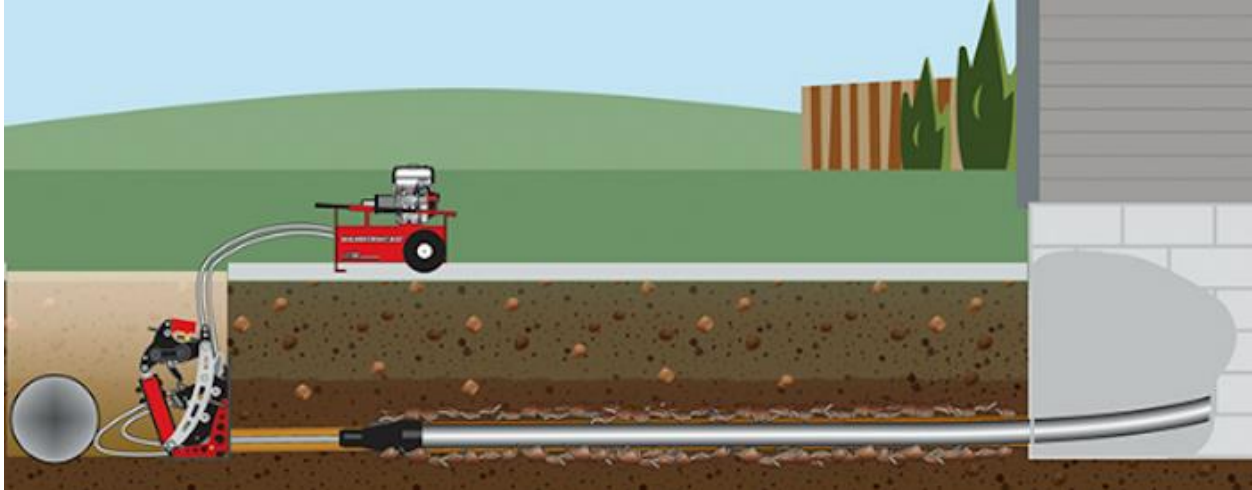
Some sources estimate that up to 80% of I&I comes from the private side of sewer system. In addition to the foundation drains connecting to the sanitary sewer, the other big source of I&I is the private lateral.



### **Pipe Bursting Review**

Staff has been investigating options to economically replace sanitary laterals beyond the right of way. Other communities have been implementing pipe bursting for full lateral replacements. Some communities provide this as an option with their construction projects while other communities mandate the full replacement based on the condition of the lateral. Additionally, some residents in De Pere have been completing full lateral replacement using pipe bursting on their own.

Pipe bursting is a technique of breaking the existing lateral while pulling a new pipe through the existing lateral. There are two excavations required, one in the basement floor and the other at the sanitary sewer main. The advantage to this technique is that there is a new plastic pipe from the house all the way to the main.



The diagram above provides an overview of the process.

Videos to be reviewed include:

- [https://www.youtube.com/watch?v=Y6R2d\\_fgFt8](https://www.youtube.com/watch?v=Y6R2d_fgFt8)
- Video 1- Inside the basement starting pit.
- Video 2 – Outside basement window showing the lateral pipe going into the basement.
- Video 3 – Pipe going into the basement floor.
- Video 4 – Pipe bursting at the main and pulling from the house.

Videos 1 thru 4 were provided by M&E Construction and will be shown during discussion of this item at the meeting.

### **Discussion**

The current practice with City utility rehabilitation projects is to relay the sanitary lateral from the sanitary main to the right of way. Based on discussions with contractors, the cost for pipe bursting from the sanitary main to the house will be similar to the cost to relay the lateral from the sewer main to the right of way.

Staff will be bidding an alternative to traditional, open-cut construction for sanitary laterals to the right of way with pipe bursting into the basement.

After potential costs are determined from the bid, staff will bring this back to the Board for the potential implementation of a pilot program for property owners interested in completing a full lateral relay as part of the City projects. At that time, funding options will be presented.

Based on the results of a pilot program if implemented, we hope to identify challenges such as access into basements, costs incurred to complete, criteria for mandating full lateral replacement with City projects, and/or encouraging residents through financial incentives outside of City projects to consider full lateral replacement.



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Engineering

**FROM:** Chase Kuffel

**SUBJECT:** Consideration and possible action on Updates to the Foundation  
Drain Disconnection Program Policy

---

**ATTACHMENTS:**

- 2024 0212 CI\_FDDP\_Update (PDF)
- 2024 0212 FOUNDATION DRAIN DISCONNECTION PROGRAM POLICY V.2 (PDF)

# CITY OF DE PERE MEMO



To: Honorable Mayor Boyd  
Members of the Board of Public Works  
From: Chase K. Kuffel, PE, Assistant City Engineer  
Date: February 12, 2024

RE: **Consideration and Possible Action on Updates to the Foundation Drain Disconnection Program Policy**

## **Purpose Statement**

The memo serves to update the Board of Public Works on the current status of the Foundation Drain Disconnection Program. Included with this memo is the Foundation Drain Disconnection Program's Policy with updates for the Board's consideration and approval. A summary of changes is included with this memo.

## **Updates**

### **Phase I – Education and Outreach**

Staff continues to correspond with residents about the Foundation Drain Disconnection Program. In total 927 parcels have reached out to staff in response to the letter sent out on May 5, 2023. Staff has yet to hear from 1,486 properties that were included in the program area.

### **Phase II – Further Field Investigation**

The Building Inspection Division is also confirming the presence of sump pumps as part of their inspections, where applicable, and are sharing if homes would potentially be eligible for reimbursement as part of this program. As part of the updated program policy, a preliminary inspection is now recommended for each parcel looking to take place in the program to assist homeowners in determining if a sump pump system would be needed and understanding the next steps moving forward. Engineering Staff are now accompanying Building Inspection Staff on preliminary inspection visits with a push camera to determine if foundation drains are present underneath the basement slab or outside of the basement foundation wall.

### **Phase III – Foundation Drain Disconnection Program**

15 parcels have voluntarily participated in the Foundation Drain Disconnection Program and have installed sump pumps. To date, \$44,922.57 of the \$341,873.00 has been expensed. Approximately \$3,000 of the \$44,922.57 was used to hire a printing service to send out the May 5, 2023 and October 31, 2023 letters. On average, a home that participates in the program receives less than \$3,000 in reimbursement funds. Staff does not have the impression that this program is being abused by homeowners or contractors as, on average, less than three-quarters of the maximum reimbursement is

being remitted.

Based on discussion with Building Inspection Staff, the following updates have been included in the attached Foundation Drain Disconnection Program policy for the Board's consideration:

1. Language to complete a pre-inspection if a home currently does not have a sump pump. Building Inspection and Engineering Staff can assist homeowners to determine if this program would be applicable to them and provide guidance on the next steps moving forward.
2. A reimbursement checklist was created outlining the steps required for homeowners to participate in this program:
  - a. Preliminary Inspection with Building Inspection and Engineering Staff
  - b. Hire a contractor.
  - c. Acquire a plumbing permit.
  - d. Complete work.
  - e. Schedule a final inspection with Building Inspection Staff.
  - f. Submit invoices for review.
3. Additional language is included to have sanitary sewer laterals televised from the main if televising is not completed as part of the preliminary walkthrough or verified as part of the final inspection. If foundation drains are found to be in place after work is completed, a corrective action letter will be issued to homeowners pursuant to City of De Pere Municipal Code 26-5.
4. Additional language was included to outline the timeline once invoices are submitted for reimbursement.
5. An exemption letter was drafted for inclusion with the policy to inform homeowners that additional steps may be required in the future should ground water be found to be entering the City's sanitary sewer system from their property.

Lastly, in discussions with the City's Legal Department, it was determined that mandating the installation of sump pumps, 100 properties at a time, may not be the most equitable method to issue the mandate once it goes into effect. Engineering staff is continuing to discuss what this mandate could look like and the best methodology to implement the mandate without having 1,000 parcels all install sump pumps at once.

### **Next Steps**

#### **Phase I – Education and Outreach**

Engineering Staff will continue to receive calls and answer property owners' questions regarding the FDDP. Staff will also continue updating the City's website and Facebook page with new information as it is made available. Additionally, staff will now pre-inspect those parcels who are willing to learn more about the Foundation Drain Disconnection Program and the potential requirements for their parcels.

#### **Phase II – Further Field Investigation**

Staff will continue to field investigate and research to verify the existence of sump pumps in the properties that indicated that they currently have sump pumps.

#### **Phase III – Foundation Drain Disconnection Program**

Staff will continue to work with the Legal Department to develop ordinance updates to facilitate the  
 C:\Users\bsellenheim\AppData\Roaming\IQM2\MinuteTraQ\deperecitywi@deperecitywi.IQM2.com\Work\Attachments\1.docx

FDDP. The FDDP policy will continue to be developed and staff will continue to bring forth policy updates for Board consideration and approval.

**Recommendation**

Staff recommends that the Board approve the updated Foundation Drain Disconnection Program policy. Staff will continue to develop the program and items will continue to be brought forth for future board discussion, consideration, and approval.

# **EXHIBIT 1**

## **FOUNDATION DRAIN DISCONNECTION PROGRAM DRAFT POLICY UPDATES**

## FOUNDATION DRAIN DISCONNECTION PROGRAM POLICY

UPDATED: FEBRUARY 12, 2024

### TIMELINE

Retroactively beginning January 1, 2023 the City of De Pere is administering a Foundation Drain Disconnection Program (**FDDP**) to promote the disconnection of foundation drains in homes built prior to July 17, 1973. The goal of this program is to promote the installation of sump pumps and the disconnection of foundation drains throughout the City to decrease the amount of clear water entering the sanitary sewer system. Less clear water in the sanitary sewer system results in improved capacity in our sanitary sewer systems and a decreased amount of sewage being treated at the NEW Water sewage treatment plant. Failure to curtail this clear water from entering the sanitary sewer system may result in future increased costs because of higher treatment fees, the upsizing of sanitary sewers, or upsizing of facilities at the treatment plant.

The City's goal is to have foundation drains disconnected and/or sump pumps installed at approximately 100 properties a year until the program is completed. It is anticipated that this program will take 20 years to complete. The program will first start with those property owners who choose to voluntarily participate in this program. After the volunteer list is depleted and there is no more interest, the City will begin mandating the installation of sump pumps and the disconnection of foundation drains. ~~To complete this mandate, the City will be segmented off into regions containing approximately 100 properties that meet the criteria of this program. The City will then mandate sump pumps be installed and foundation drains be disconnected one region at a time, on an annual basis, until the program is completed.~~

### APPLICABILITY

This program is available to all homes built prior to July 17, 1973 that currently do not have sump pumps and/or have foundation drain systems under their homes which discharge into the sanitary sewer system. All homes built prior to July 17, 1973 that confirm an existing sump pump will be reviewed through the Building Inspection **Division** to see if a record of a permit or inspection is on file tying that home to a sump pump system. If no record can be found, City staff will complete physical inspections to verify the existence of sump pump systems. **If no sump pump systems are present, City Building Inspection Staff shall be contacted at 920-339-4052 to schedule an inspection to verify the presence of foundation drain systems or ground water issues. The determination of foundation drain existence shall be made prior to any work performed at the scheduled property. Homes without existing foundation drain systems would still apply to this program with the presence of ground water issues as the sump pumps would separate this ground water from the structure's foundation and sanitary sewer lateral.**

## **FUNDING**

Being a property owner led program, preliminary funding for work will be the responsibility of the property owner except for payment plans provided by contractors/plumbers. Once work is permitted and inspected by the City's Building Inspection **Division**, the City will reimburse the property owner directly per the terms and conditions of the program.

**As outlined in the Program Reimbursement Checklist provided in Appendix C, the following steps are required prior to requesting reimbursement:**

- 1. Completion of a preliminary walkthrough with Building Inspection Staff and Engineering Staff (if needed for televising) to determine the applicability of the program and if a sump pump is required. If the program does not apply, please see the exemption section.**
- 2. Homeowner requests quotes from contractors and plumbers and evaluates if they would like to proceed in this program. A list of plumbers is included with this policy as Appendix F.**
- 3. Selected plumber/contractor acquires a plumbing permit through the Building Inspection Division.**
- 4. Selected plumber/contractor completes the foundation drain disconnection and sump pump installation.**
- 5. An inspection of the work is completed by the Building Inspection Division as part of the permit.**
- 6. After inspection, all invoices are submitted for review for reimbursement to Chase Kuffel, Assistant City Engineer at ckuffel@deperewi.gov.**

**Engineering Staff will televise sanitary sewer laterals from the sanitary sewer main via a lateral launch if televising is not completed as part of the preliminary walkthrough or verified as part of the final inspection. If it is found that foundation drains are not disconnected, or inflow and infiltration issues persist and these properties, the homeowner will be issued a letter for corrective action pursuant to the City of De Pere Municipal Code 26-5 Storm Drainage.**

The City will cover the following costs for the disconnection of foundation drains, installation of sump pumps, and associated appurtenances:

1. 80% of work with a maximum reimbursement of \$4,000. This covers up to \$5,000 in total work completed for those properties volunteering to participate in the FDDP.
2. 50% of work with a maximum reimbursement of \$2,500. This covers up to \$5,000 in total work completed for those properties where the City mandates that foundation drains are disconnected and a sump pump is installed.

Project funding through December 31, 2024 will be through the American Rescue Plan Act (ARPA) funding allocated by Common Council on March 7, 2023. In total, \$341,873 was made available to fund

this program through the end of 2024. Reimbursements will be made to all properties which follow the terms and conditions of this program, having work completed after January 1, 2023.

**The reimbursement process may take a few weeks to complete. Once Engineering Staff receives all the invoices for the foundation disconnection, sump pump installation and associated work, they will review for applicability. Once the reimbursement amount is determined, the corresponding invoices will be marked for reimbursement and forwarded onto administrative staff for inclusion on the next Common Council meeting for consideration and approval. Homeowners will be notified of this invoice amount once it is passed on for inclusion on the Common Council agenda. After approval and once the check is cut, Engineering staff will send a letter to the property owner with the reimbursement check. A copy of the reimbursement letter is included as Appendix E.**

### **EXEMPTIONS**

Any property not required to have a sump pump pursuant to the Uniform Dwelling Code shall be considered exempt from this program. These properties include any home constructed on slab or built with a crawl space. Older homes with field stone basements, or those homes who can prove that they do not have foundation drains may request an exemption as part of this program for the City's consideration and approval. Any property deemed exempt from the FDDP may have their exempt status removed should the City find that ground water is being discharged into the City sanitary sewer system at their lateral through the annual sewer televising program. These homes will be ordered to take corrective action pursuant to Municipal Code 26-5 Storm Drainage. **Engineering Staff will mail the letter provided in Appendix D acknowledging the exemption status and steps to take in the future should ground water be found entering the City sanitary sewer from their property.**

### **INSPECTION**

Permitting and inspection will be completed through the City's Building Inspection **Division**. Contractors will be required to obtain a plumbing permit for the improvements related to disconnecting foundation drains and installing sump pumps. Work will need to be approved either through an in-person inspection by Building Inspection staff or through the review of a post-construction televising of the property owner's sanitary sewer lateral with a signed affidavit from a licensed/master plumber that the work is following the City's Municipal Code.

### **CORRECTION/PENALTY**

Any person who is the owner of any building that has been identified to not have an exemption to this program or an existing sump pump shall be subject to a penalty.

**LIST OF APPENDICES**

---

APPENDIX A ..... May 5, 2023 Education and Outreach Letter

APPENDIX B ..... October 31, 2023 Education and Outreach Letter

APPENDIX C ..... Program Reimbursement Checklist

APPENDIX D ..... Foundation Drain Disconnection Program Exemption Letter

APPENDIX E ..... Reimbursement Letter

APPENDIX F ..... Plumbers List

# CITY OF DE PERE

## Engineering Division

925 S. Sixth Street, De Pere, WI | 920-339-4061 | [www.deperewi.gov/engineering](http://www.deperewi.gov/engineering)



May 5, 2023

«Owner»

«Address\_1»

«Address\_2»

Re: Foundation Drain Disconnection Program  
«Location», «Parcel»

Dear Property Owner,

Starting in the Fall of 2023, the City of De Pere will be implementing a Foundation Drain Disconnection Program to promote the installation of sump pumps. This program will provide financial incentives to homeowners looking to install sump pumps in their basement and disconnect their foundation drains from the City's sanitary sewer system. All homes built after July 17, 1973 were required to install a sump pump as part of the building permit. Your property is being targeted because our records indicate the structure was built prior to or around 1973 and the City has no permit on record for an installed sump pump system nor has a sump pump system been observed from the street.

The purpose behind this program is to reduce sewage treatment costs and provide additional capacity to the sewers throughout the City. Foundation drains collect clear groundwater that does not need treatment. This clear groundwater is then transported to the City's sanitary sewer and ultimately the sewerage treatment plant. Being clear, this groundwater does not need to be collected by the sanitary sewer because it decreases sewer capacity and increases the treatment costs. Currently, there are approximately 2,000 homes being targeted through this Foundation Drain Disconnection Program.

Moving forward, the City is looking to mandate that sump pumps are to be installed at all properties throughout the City. This will be in an effort to prevent clear groundwater from being collected in foundation drains and discharged into our sanitary sewer system. Sump pumps would instead collect this clear water and discharge it either to your property or through

a storm sewer lateral to the road and storm sewer system where it will be treated at regional treatment ponds and transported to the local rivers.

To learn more about your properties sump pump system, it would be appreciated if you would contact City staff to review the following information:

1. Do you currently have a sump pump system?  
If yes, the City will need to have an inspector stop by your property to inspect the sump pump system and remove you from the program.
2. Would you like a City representative to contact you to answer additional questions regarding sump pumps or the Foundation Drain Disconnection Program? The City is looking to start a pilot program where the City may fund a portion of the disconnection of foundation drains and installation of sump pumps.

Chase K Kuffel, PE  
Assistant City Engineer  
925 S. Sixth Street  
De Pere, WI 54115  
Office: 920-339-4072 extension 2239  
ckuffel@deperewi.gov

We appreciate you taking the time to learn about the upcoming Foundation Drain Disconnection Program and providing us any information about your property's current drainage situation.

Respectfully yours,  
DEPARTMENT OF PUBLIC WORKS



Chase K Kuffel, PE  
Assistant City Engineer

cc. Eric Rakers, City Engineer  
Scott Thoresen, Public Works Director

# CITY OF DE PERE

## Engineering Division

925 S. Sixth Street, De Pere, WI | 920-339-4061 | [www.deperewi.gov/engineering](http://www.deperewi.gov/engineering)



October 31, 2023

«Owner»

«Address\_1»

«Address\_2»

Re: Foundation Drain Disconnection Program – **October 2023 Update**  
«Location», (PARCEL ID# «Parcel»)

Dear Property Owner,

This letter serves to update you on the City's Foundation Drain Disconnection Program (Sump Pump Installation). The City previously sent correspondence introducing you to this program on May 5, 2023. Since our last letter, City staff has spoken to over 800 property owners regarding this program. Based on the input we received, a policy was drafted and approved for the Foundation Drain Disconnection Program at the August 7, 2023 Board of Public Works Meeting and September 5, 2023 Common Council Meeting.

### **SUMP PUMP INSTALLATION IS NOT BEING MANDATED AT THIS TIME.**

The Foundation Drain Disconnection Program will start out as a voluntary program. A mandate will go into effect once properties stop volunteering to participate and disconnect foundation drains (where present) and install sump pumps. The City anticipates completing the program over the next 20 years.

The Foundation Drain Disconnection Program is a property owner led project, meaning property owners are responsible for completing the work, having work inspected, and submitting for reimbursement. Once the foundation drain disconnection and sump pump installation work is permitted and inspected by the City's Building Inspection team, the City will reimburse the property owner directly per the terms and conditions of the program. The City will cover the following costs for those properties who volunteer to hire a plumber to disconnect their foundation drains and install sump pumps:

- 80% of work with a maximum reimbursement of \$4,000. This covers up to \$5,000 in total work completed for those properties volunteering to participate in the FDDP.

When there are no more properties volunteering for this program, the City will then begin to mandate foundation drain disconnection and sump pump installation. Once the mandate goes into effect, the cost share will be reduced to the following:

- 50% of work with a maximum reimbursement of \$2,500. This covers up to \$5,000 in total work completed for those properties where the City mandates that foundation drains are disconnected and a sump pump is installed.

Reimbursement is for the work required to install a sump pump and disconnect the foundation drain from the sanitary lateral. This includes digging through the basement floor to disconnect foundation drains and installing a sump pump crock, sump pump and associated plumbing appurtenances to discharge the clear water to the lawn. Additional underdrain installation or storm sewer lateral installation to the right-of-way would not be reimbursable under this program. Please note that a foundation drain is different from a floor drain that is in the basement. A floor drain is a physical drain in the basement floor, whereas a foundation drain is a network of pipes underneath the basement meant to collect groundwater.

### Exemptions

Any property not required to have a sump pump pursuant to the Uniform Dwelling Code shall be considered exempt from this program. These properties include any home constructed on slab or built with a crawl space.

### Inspection

Permitting and inspection will be completed through the City's Building Inspection Department. Contractors will be required to obtain a plumbing permit for the improvements related to disconnecting foundation drains and installing sump pumps. Work will need to be approved either through an in-person inspection by Building Inspection staff or through the review of a post-construction televising of the property owner's sanitary sewer lateral with a signed affidavit from a licensed/master plumber that the work is following the City's Municipal Code.

### Reimbursement

Once work is completed, an itemized invoice will need to be submitted to the City for review and approval for reimbursement. Staff is currently working to create a reimbursement form to accompany this program and will post it on our website, at the link listed below. The reimbursement process may take up to six weeks as all reimbursements need to be approved by the City of De Pere Common Council.

For more information and updates regarding this program, please visit the City of De Pere website at [www.deperewi.gov/inflow](http://www.deperewi.gov/inflow).

Respectfully yours,  
DEPARTMENT OF PUBLIC WORKS



Chase K Kuffel, PE  
Assistant City Engineer

# CITY OF DE PERE

## Engineering Division

925 S. Sixth Street, De Pere, WI | 920-339-4061 | [www.deperewi.gov/engineering](http://www.deperewi.gov/engineering)



### FOUNDATION DRAIN DISCONNECTION PROGRAM

### REIMBURSEMENT CHECKLIST

1. Preliminary Inspection Completed by Building Inspection Division.

Date Completed: \_\_\_\_\_

Building Inspector Initials: \_\_\_\_\_

2. Hire a plumber/contractor to complete the work.

3. Plumber/Contractor obtains a plumbing permit.

\_\_\_\_\_

Date

4. Plumber/Contractor completes the foundation disconnection and sump pump installation work.

5. Inspection Completed by Building Inspection Division.

\_\_\_\_\_

Date

6. Submit Invoices for review for Reimbursement to Chase Kuffel.

#### Contacts

**Chase K. Kuffel, PE**  
 Assistant City Engineer  
 925 S. Sixth Street  
 De Pere, WI 54115  
 920-339-4061  
[ckuffel@deperewi.gov](mailto:ckuffel@deperewi.gov)

**Building Inspection Division**  
 335 S. Broadway  
 De Pere, WI 54115  
 920-339-4053  
[dpbldg@deperewi.gov](mailto:dpbldg@deperewi.gov)

# CITY OF DE PERE

## Engineering Division

925 S. Sixth Street, De Pere, WI | 920-339-4061 | [www.deperewi.gov/engineering](http://www.deperewi.gov/engineering)



DATE

Mr. Sample Recipient  
555 Sample Lane  
Sampleville, WI 54555

**Re: Foundation Drain Disconnection Program Exemption**

Dear Sample Recipient:

After a review of your basement by the City of De Pere Building Inspection Division, it has been determined that your property at <<LOCATION>> does not have an evident foundation drain system. Based on this inspection, your property has been granted an exemption status as part of the City of De Pere's Foundation Drain Disconnection Program. No further action is required of you at this time.

In the future, if it is determined through the City's annual sewer televising program that there is an undiscovered foundation drainage system or ground water being discharged into the City sanitary sewer system at this property, you will be ordered to take corrective action pursuant to Municipal Code 26-5 Storm Drainage. Corrective action may include, but is not limited to, the installation of a sump pump system, disconnection of the undiscovered foundation drains, and/or the replacement of a leaking sanitary sewer lateral from your home to the sanitary sewer main.

We appreciate your efforts in reducing ground water from entering the City sanitary sewer system. Should you have any further questions or concerns, please feel free to reach out to me at 920-339-4072 x. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase K. Kuffel, PE  
Assistant City Engineer

# CITY OF DE PERE

## Engineering Division

925 S. Sixth Street, De Pere, WI | 920-339-4061 | [www.deperewi.gov/engineering](http://www.deperewi.gov/engineering)



DATE

OWNER

ADDRESS

CITY, STATE

Dear OWNER:

Included with this letter is the reimbursement check in the amount of \$X,XXX.XX for your participation in the Foundation Drain Disconnection Program. We appreciate your cooperation in reducing the amount of ground water from entering our sanitary sewers.

If you should have any questions regarding this matter, please feel free to email me at [ckuffel@deperewi.gov](mailto:ckuffel@deperewi.gov) or call me at 920-339-4072 extension 2239.

Respectfully yours,

DEPARTMENT OF PUBLIC WORKS

Chase K Kuffel, PE  
Assistant City Engineer

## Foundation Drain Disconnection Program Plumbers List

**ABT Foundation Solutions**

8718 WI-76  
Neenah, WI 54956  
920-733-4228  
[www.Callabt.com](http://www.Callabt.com)

**Black-Haak Heating, Inc.**

PO Box 7075  
Appleton, WI 54912  
920-202-5584  
[www.black-haak.com](http://www.black-haak.com)

**Sinclair Plumbing, Inc.**

1950 Radisson Street  
Green Bay, WI 54302  
920-406-0937  
[www.sinclairplumbing.com](http://www.sinclairplumbing.com)  
[info@sinclairplumbing.com](mailto:info@sinclairplumbing.com)

**Al Benzschawel Plumbing**

PO Box 5254  
De Pere, WI 54115  
920-336-6720  
[www.benzschawelplumbing.com](http://www.benzschawelplumbing.com)

**Duane's Plumbing, Inc.**

1460 County Line Road  
De Pere, WI 54115  
920-336-1632  
[www.duanesplumbing.com](http://www.duanesplumbing.com)

**Smith Brothers Plumbing & Septic, LLC**

N4766 BK Line Rd  
Luxemburg, WI 54217  
920-845-9012  
[www.smithbrosplumbingsepticlc.com](http://www.smithbrosplumbingsepticlc.com)

**A.P. Plumbing, LLC**

PO Box 11  
Little Chute, WI 54140  
920-716-0116

**Gary J. Basten Construction, Inc.**

209 Cliffview Drive  
Green Bay, WI 54302  
920-494-4090  
[www.Basteninc.com](http://www.Basteninc.com)  
[info@basteninc.com](mailto:info@basteninc.com)

**Sure-Dry, LLC**

754 W. Airport Road  
Menasha, WI 54952  
1-844-373-6110  
[www.Suredrybasements.com](http://www.Suredrybasements.com)

**Beno Plumbing & Heating, Inc.**

900 Lime Kiln Road  
Green Bay, WI 54302  
920-468-4777  
[www.benoplumbing.com](http://www.benoplumbing.com)  
[contactus@benoplumbing.com](mailto:contactus@benoplumbing.com)

**Jim Cornell Plumbing, LLC**

1450 Enterprise Drive  
De Pere, WI 54115  
920-403-1800  
[www.jimcornellplumbing.com](http://www.jimcornellplumbing.com)

**Turrieff Plumbing, Inc.**

1110 Honey Court  
De Pere, WI 54115  
920-336-9455  
[www.turrieffplumbing.com](http://www.turrieffplumbing.com)

**Pouwels Basement Specialists**

4298 Pouwels Court  
De Pere, WI 54115  
920-371-4741  
[www.Pouwelsbasements.com](http://www.Pouwelsbasements.com)  
[jfpouwels@gmail.com](mailto:jfpouwels@gmail.com)



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Engineering

**FROM:** Eric Rakers

**SUBJECT:** Consideration and possible action on Third Amendment to 2021 Agreement for 2024 Consulting Services\*

---

**ATTACHMENTS:**

- 2024\_0212- CI\_BOPW\_Consulting\_Services\_Extension (PDF)
- AG12282023A\_2024 Contract Eng Services\_De Pere\_Amended Rates (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 12, 2024

RE: **Consideration and possible action on Third Amendment to 2021 Agreement for 2024 Consulting Services\***

The Engineering Department is requesting to extend the 2021 Agreement for Consulting Services with Robert E. Lee and Associates through 2024. In December 2021, an extension was approved for coordinating larger, long-term projects without having to potentially switch hands to another consulting firm mid-project. Currently, Robert E. Lee and Associates is providing inspection services and assisting in the design of a few ongoing, multi-year projects.

## Background and Discussion

Staff utilizes consulting services to assist with the completion of storm water, wetland, navigable waterway permits, shop drawing review, wetland reviews, wetland delineations, traffic impact analysis review, street lighting design, legal surveys, legal descriptions, easement preparation, or engineering issues that arise that exceed staff's availability or expertise.

Moving into 2024, there are multiple outstanding City projects that Robert E. Lee and Associates is actively contributing including:

1. TDS Telecom: TDS Telecom is continuing to install fiber optic communications to serve the majority of the Green Bay Metropolitan Area. TDS will be installing facilities on the west side of De Pere this year. Engineering staff is leading this work with Robert E. Lee and Associates providing a Utility Coordinator to assist in day-to-day permit review, correspondence and inspection.
2. Southeast Area Development Plan: Development Services has been working with Robert E. Lee on completing the Southeast Area Development Plan.
3. Fortune Avenue Swale Relocation: Development Services has been working with Robert E. Lee on swale relocation with the WDNR off of Fortune

The updated 2024 Labor Rates for Robert E. Lee and Associates is included with this memo. The typical rates are listed in the table for comparison to previous year's consulting services proposals.

| Description                  | Unit | Robert E Lee 2024 | Robert E Lee 2023 | Robert E Lee 2022 | Robert E Lee 2021 | Cedar Corp 2021 | Ruekert & Mielke 2021 |
|------------------------------|------|-------------------|-------------------|-------------------|-------------------|-----------------|-----------------------|
| Senior Engineer              | HR   | \$126             | \$119             | \$113             | \$108             | \$120           | \$122                 |
| Engineer                     | HR   | \$106             | \$100             | \$95              | \$91              | \$95            | \$106                 |
| Registered Land Surveyor     | HR   | \$109             | \$103             | \$98              | \$94              | \$100           | \$100                 |
| Senior Tech                  | HR   | \$102             | \$97              | \$92              | \$88              | \$92            | \$105                 |
| Tech                         | HR   | \$90              | \$85              | \$80              | \$77              | \$82            | \$78                  |
| Clerical                     | HR   | \$69              | \$64              | \$59              | \$55              | \$68            | \$68                  |
| Mileage                      | MI   | 2024 Fed Rate     | 2023 Fed Rate     | 2022 Fed Rate     | \$0.56            | \$0.575         | \$0.58                |
| Electrical/Mechanical Review | HR   |                   |                   |                   |                   | \$125           |                       |

### Recommendation

The staff recommendation is to amend the 2021 Agreement to extend consulting services with Robert E. Lee and Associates through 2024.

### Attachments

2024 REL Extension-General Consulting Services (PDF)



1250 Centennial Centre Blvd  
Hobart, WI 54155  
920-662-9641  
releeinc.com

January 4, 2024

Mr. Eric Rakers, P.E., City Engineer  
CITY OF DE PERE  
925 South Sixth Street  
De Pere, WI 54115

RE: Amendment for 2024 Consulting Services

Dear Mr. Rakers:

REL is providing a summary of our 2024 standard labor rates for the purpose of amending REL's existing engineering consulting contract with the City of De Pere into 2024 to continue to serve the City with ongoing engineering needs. Rates provided include the categories as previously requested by the City, along with our standard rates for other individuals that may be resources for the City of De Pere to utilize in 2024. As a means to amend our existing Consulting Services agreement, REL proposes to complete services in 2024 under current terms and conditions of our agreement, with the exception of the attached rate adjustment.

As in 2023, REL is able to continue supporting the ongoing TDS fiber installation project. The rate for this position is specifically labeled as Utility Coordinator on the attached rate sheet. Should additional resources be needed to help coordinate the TDS project, REL will make them available at those individuals' appropriate labor rate.

We value the relationship we have developed with the City of De Pere and appreciate the opportunity to continue working with the City to fulfill your contracted engineering services in 2024 and beyond. Should you need any additional information to complete this amendment, please do not hesitate to contact our office. Thank you again for the opportunity to work with the City of De Pere.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Jared G. Schmidt, P.E., V.P.  
Civil/Municipal Engineering Manager

JGS/NJM

ENC.

**2024 Labor Rates for Robert E. Lee & Associates, Inc.**

**3.12.b**

| <b>Staff Type</b>                      | <b>Rate</b> |
|----------------------------------------|-------------|
| TECHNICIAN                             | \$ 90       |
| SENIOR TECHNICIAN                      | \$ 102      |
| TECHNICIAN INTERN                      | \$ 54       |
| CIVIL ENGINEERING MANAGER              | \$ 192      |
| CLERICAL                               | \$ 69       |
| COMMUNITY PLANNER                      | \$ 120      |
| CONSTRUCTION MANAGER                   | \$ 156      |
| ENGINEER                               | \$ 106      |
| SENIOR ENGINEER                        | \$ 126      |
| SENIOR PROJECT ENGINEER                | \$ 156      |
| ENGINEERING DIRECTOR                   | \$ 202      |
| ENVIRONMENTAL COMPLIANCE MANAGER       | \$ 168      |
| ENVIRONMENTAL SCIENTIST I              | \$ 103      |
| ENVIRONMENTAL SCIENTIST II             | \$ 119      |
| ENVIRONMENTAL SCIENTIST III            | \$ 131      |
| ENVIRONMENTAL SERVICES MANAGER         | \$ 192      |
| ENVIRONMENTAL TECHNICIAN ASSISTANT I   | \$ 56       |
| ENVIRONMENTAL TECHNICIAN ASSISTANT II  | \$ 76       |
| ENVIRONMENTAL TECHNICIAN I             | \$ 80       |
| ENVIRONMENTAL TECHNICIAN II            | \$ 91       |
| ENVIRONMENTAL TECHNICIAN III           | \$ 111      |
| GEOLOGIST I                            | \$ 100      |
| GEOLOGIST II                           | \$ 115      |
| GEOLOGIST III                          | \$ 128      |
| GEOLOGIST IV                           | \$ 156      |
| NATURAL RESOURCES SCIENTIST I          | \$ 78       |
| NATURAL RESOURCES SCIENTIST II         | \$ 95       |
| NATURAL RESOURCES SCIENTIST III        | \$ 112      |
| NATURAL RESOURCES SCIENTIST IV         | \$ 142      |
| NATURAL RESOURCES TECHNICIAN I         | \$ 47       |
| NATURAL RESOURCES TECHNICIAN II        | \$ 52       |
| NATURAL RESOURCES TECHNICIAN III       | \$ 75       |
| NES DIVISION MANAGER                   | \$ 142      |
| PROFESSIONAL LAND SURVEYOR             | \$ 109      |
| SENIOR CONSULTANT                      | \$ 181      |
| SENIOR TRANSPORTATION CONSULTANT       | \$ 144      |
| SOLID WASTE MANAGER                    | \$ 192      |
| SURVEY INTERN                          | \$ 63       |
| SURVEY MANAGER                         | \$ 148      |
| TRANSPORTATION MANAGER                 | \$ 192      |
| UTILITY COORDINATOR                    | \$ 105      |
| WATER & WASTEWATER FACILITIES OPERATOR | \$ 106      |
| WATER & WASTEWATER MANAGER             | \$ 192      |
| WWTP FACILITIES OPERATOR ASSISTANT     | \$ 60       |
| LANDSCAPE ARCHITECT                    | \$ 125      |

*\*Mileage billed at standard 2024 federal rate and equipment billed at REL's standard 2024 billing rate.*



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Engineering

**FROM:** Eric Rakers

**SUBJECT:** Consideration and possible action on Quotes for 2024 Materials Testing and Soil Borings\*

---

**ATTACHMENTS:**

- 2024 0212 CI\_BOPW\_Materials\_Testing (PDF)
- CI\_CALC\_2024\_Materials\_Testing\_Comparison (PDF)
- 2024 0123 BATC\_Materials\_Testing\_Proposal(PDF)
- 2024 0130 ECS\_Materials\_Testing\_Proposal (PDF)
- 2024 0119 PSI\_Materials\_Testing\_Proposal (PDF)
- 2024 0201 AET\_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 12, 2024

RE: **Consideration and possible action on Quotes for 2024 Materials Testing and Soil Borings\***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2024 construction projects. The total cost of this work was estimated using hours from previous construction years. Each firm's cost estimate is as follows:

| Materials Testing | Estimate    |
|-------------------|-------------|
| BATC              | \$45,430.00 |
| PSI               | \$51,090.00 |
| ECS               | \$63,735.00 |
| AET               | \$93,833.00 |

| Soil Boring | Estimate    |
|-------------|-------------|
| ECS         | \$7,600.00  |
| PSI         | \$7,700.00  |
| AET         | \$12,250.00 |

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at \$45,430.00 and the quote from ECS, Midwest, LLC (ECS) for soil borings estimated at \$7,600.00. Funds for this work are budgeted in the various capital projects accounts.

## **Attachments:**

|                                                     |       |
|-----------------------------------------------------|-------|
| 2024 0201 CI_CALC_2024_Materials_Testing_Comparison | (PDF) |
| 2024 0123 BATC_Materials_Testing_Proposal           | (PDF) |
| 2024 0130 ECS_Materials_Testing_Proposal            | (PDF) |
| 2024 0119 PSI_Materials_Testing_Proposal            | (PDF) |
| 2024 0201 AET_Materials_Testing_Proposal            | (PDF) |

## 2024 Materials Testing and Soil Boring Proposals

| Item                                            | Unit      | 2024 Estimate | BATC       |             | PSI        |             | ECS        |             | AET        |             |
|-------------------------------------------------|-----------|---------------|------------|-------------|------------|-------------|------------|-------------|------------|-------------|
|                                                 |           |               | Unit Price | Total       | Unit Price | Total       | Unit Price | Total       | Unit Price | Total       |
| Engineering Services                            |           |               |            |             |            |             |            |             |            |             |
| Project Manager                                 | Per hour  | 10.00         | \$63.00    | \$630.00    | \$75.00    | \$750.00    | \$100.00   | \$1,000.00  | \$155.00   | \$1,550.00  |
| Project Engineer                                | Per hour  | 10.00         | \$63.00    | \$630.00    | \$75.00    | \$750.00    | \$125.00   | \$1,250.00  | \$155.00   | \$1,550.00  |
| Staff Engineer                                  | Per hour  | 50.00         | \$68.00    | \$3,400.00  | \$75.00    | \$3,750.00  | \$85.00    | \$4,250.00  | \$110.00   | \$5,500.00  |
| Field Technician                                |           |               |            |             |            |             |            |             |            |             |
| Senior Technician                               | Per hour  | 250.00        | \$47.00    | \$11,750.00 | \$50.00    | \$12,500.00 | \$67.00    | \$16,750.00 | \$99.00    | \$24,750.00 |
| Technician                                      | Per hour  | 300.00        | \$40.00    | \$12,000.00 | \$45.00    | \$13,500.00 | \$60.00    | \$18,000.00 | \$79.00    | \$23,700.00 |
| Clerical                                        | Per hour  | 50.00         | \$35.00    | \$1,750.00  | \$25.00    | \$1,250.00  | \$45.00    | \$2,250.00  | \$79.00    | \$3,950.00  |
| Mileage                                         | Per mile  | 7500.00       | \$0.50     | \$3,750.00  | \$0.75     | \$5,625.00  | \$0.80     | \$6,000.00  | \$1.10     | \$8,250.00  |
| Laboratory Testing Services                     |           |               |            |             |            |             |            |             |            |             |
| Standard Proctor                                | Per each  | 1.00          | \$125.00   | \$125.00    | \$150.00   | \$150.00    | \$155.00   | \$155.00    | \$155.00   | \$155.00    |
| Modified Proctor                                | Per each  | 10.00         | \$135.00   | \$1,350.00  | \$175.00   | \$1,750.00  | \$175.00   | \$1,750.00  | \$170.00   | \$1,700.00  |
| Concrete Compression Test (Cylinder by Company) | Per each  | 400.00        | \$14.00    | \$5,600.00  | \$14.00    | \$5,600.00  | \$16.00    | \$6,400.00  | \$27.00    | \$10,800.00 |
| Concrete Compression Test (Cylinder by City)    | Per each  | 10.00         | \$12.00    | \$120.00    | \$20.00    | \$200.00    | \$35.00    | \$350.00    | \$27.00    | \$270.00    |
| Handling of Backup Cylinders                    | Per each  | 100.00        | \$7.00     | \$700.00    | \$14.00    | \$1,400.00  | \$10.00    | \$1,000.00  | \$27.00    | \$2,700.00  |
| Aggregate Sieve Analysis                        | Per each  | 10.00         | \$80.00    | \$800.00    | \$75.00    | \$750.00    | \$100.00   | \$1,000.00  | \$160.00   | \$1,600.00  |
| Atterberg Limits                                | Per each  | 1.00          | \$50.00    | \$50.00     | \$100.00   | \$100.00    | \$90.00    | \$90.00     | \$138.00   | \$138.00    |
| Permeability, Granular Soils                    | Per each  | 1.00          | \$250.00   | \$250.00    | \$350.00   | \$350.00    | \$300.00   | \$300.00    | \$320.00   | \$320.00    |
| Permeability, Cohesive Soils                    | Per each  | 1.00          | \$275.00   | \$275.00    | \$425.00   | \$425.00    | \$375.00   | \$375.00    | \$450.00   | \$450.00    |
| Field Technician Services                       |           |               |            |             |            |             |            |             |            |             |
| Sample Pickup                                   | Per each  | 1.00          | \$50.00    | \$50.00     | \$40.00    | \$40.00     | \$65.00    | \$65.00     | \$150.00   | \$150.00    |
| Nuclear Density Gauge                           | Per ½ day | 100.00        | \$20.00    | \$2,000.00  | \$20.00    | \$2,000.00  | \$25.00    | \$2,500.00  | \$60.00    | \$6,000.00  |
| Nuclear Density Gauge                           | Per day   | 5.00          | \$40.00    | \$200.00    | \$40.00    | \$200.00    | \$50.00    | \$250.00    | \$60.00    | \$300.00    |
| MATERIAL TESTING TOTAL COST                     |           |               |            | \$45,430.00 |            | \$51,090.00 |            | \$63,735.00 |            | \$93,833.00 |
| Soil Boring                                     |           | 2024 Estimate |            |             |            |             |            |             |            |             |
| Mobilization                                    | Per each  | 5.00          |            |             | \$850.00   | \$4,250.00  | \$400.00   | \$2,000.00  | \$1,000.00 | \$5,000.00  |
| Soil Boring                                     | VF        | 150.00        |            |             | \$15.00    | \$2,250.00  | \$24.00    | \$3,600.00  | \$25.00    | \$3,750.00  |
| Report                                          | Per each  | 1.00          |            |             | \$1,200.00 | \$1,200.00  | \$2,000.00 | \$2,000.00  | \$3,500.00 | \$3,500.00  |
|                                                 |           |               |            |             |            | \$7,700.00  |            | \$7,600.00  |            | \$12,250.00 |

**PROJECT:**

**REQUEST FOR PROPOSAL  
SOIL TESTING SERVICES  
2024 CONSTRUCTION  
CITY OF DE PERE, WISCONSIN**

**CLIENT:**

**MR. ERIC RAKERS, P.E.  
CITY ENGINEER**

**DATE:**

**JANUARY 9, 2024**



3125 Birch Road, Suite B  
Suamico, WI 54173  
Telephone: 920/660-  
5246  
Fax: 920/544-9693

January 9, 2024

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  
2024 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 2024 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted an electronic copy of this proposal for your use.

Respectfully,  
Bay Area Testing & Consulting, LLC

A handwritten signature in blue ink, appearing to read "Jacob P. Franzmeier", is written over the printed name.

Jacob P. Franzmeier, P.E.  
Owner / Geotechnical Engineer

cc: Chase Kuffel, P.E., Assistant City Engineer

**TABLE OF CONTENTS  
SOIL TESTING SERVICES  
2024 CONSTRUCTION  
CITY OF DE PERE**

|            |                                                                                                                |           |
|------------|----------------------------------------------------------------------------------------------------------------|-----------|
| <b>1.0</b> | <b>INTRODUCTION .....</b>                                                                                      | <b>1</b>  |
| 1.1        | <i>Proposing Firm .....</i>                                                                                    | <i>1</i>  |
| 1.2        | <i>Statement of Qualifications .....</i>                                                                       | <i>2</i>  |
| <b>2.0</b> | <b>PROJECT SCOPE OF SERVICES.....</b>                                                                          | <b>3</b>  |
| 2.1        | <i>Overview of Construction Materials Testing .....</i>                                                        | <i>4</i>  |
| 2.2        | <i>City of De Pere Materials Testing Scope of Services.....</i>                                                | <i>5</i>  |
| 2.2.1      | <i>Earthwork, Subgrade and Trench Compaction, and Crushed Aggregate<br/>Base Course Testing Services .....</i> | <i>5</i>  |
| 2.2.2      | <i>Asphaltic Concrete Pavement Testing Services .....</i>                                                      | <i>6</i>  |
| 2.2.3      | <i>Concrete Testing Services .....</i>                                                                         | <i>6</i>  |
| 2.2.4      | <i>Soil Borings .....</i>                                                                                      | <i>7</i>  |
| 2.2.5      | <i>Construction Inspection and Observations .....</i>                                                          | <i>7</i>  |
| 2.2.6      | <i>Additional Field and Laboratory Testing.....</i>                                                            | <i>8</i>  |
| <b>3.0</b> | <b>BATC KEY PERSONNEL AND ROLES .....</b>                                                                      | <b>9</b>  |
| <b>4.0</b> | <b>BATC ADDITIONAL INFORMATION .....</b>                                                                       | <b>11</b> |
| 4.1        | <i>Project Response Time and Saturday Work.....</i>                                                            | <i>11</i> |
| 4.2        | <i>BATC Approach.....</i>                                                                                      | <i>11</i> |
| <b>5.0</b> | <b>PREVIOUS PROJECTS.....</b>                                                                                  | <b>12</b> |
| <b>6.0</b> | <b>SUPPLEMENTAL FEE SCHEDULE.....</b>                                                                          | <b>16</b> |

Soil Testing Services – 2024 Construction  
City of De Pere

Request for Proposal  
Page 1

## **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 2024 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC

3125 Birch Road, Suite B

Suamico, WI 54173

Phone: 920-660-5246

Fax: 920-544-9693

Email: [jake@bayareateesting.com](mailto:jake@bayareateesting.com)

I, Jacob P. Franzmeier, am authorized to represent Bay Area Testing & Consulting, LLC.



\_\_\_\_\_  
Jacob P. Franzmeier, P.E.  
Owner / Geotechnical Engineer

\_\_\_\_\_  
1/9/2024

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 2024 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 2024 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 2024 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 19 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.

Soil Testing Services – 2024 Construction  
City of De Pere

Request for Proposal  
Page 10

**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, 2022, and 2023 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

Soil Testing Services – 2024 Construction  
City of De Pere

Request for Proposal  
Page 13

- 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

Soil Testing Services – 2024 Construction  
City of De Pere

Request for Proposal  
Page 14

- 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

Soil Testing Services – 2024 Construction  
City of De Pere

Request for Proposal  
Page 15

- 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: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.  
Contracting Party: Dorner, Inc.  
Project Contact: Matt Athey  
Contact Number: 920-609-1025
- East Washington Street Reconstruction, City of Gillett, Wisconsin  
BATC performed testing for the general contractor on a utility construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.  
Contracting Party: Dorner, Inc.  
Project Contact: Adam Enderby  
Contact Number: 920-857-0760
- Riverpoint Development, Multiple Phases, City of Manitowoc, Wisconsin  
BATC performed testing for the general contractor on a site redevelopment construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.  
Contracting Party: Michels Foundations and Vinton Construction Company

Soil Testing Services – 2024 Construction  
City of De Pere

Request for Proposal  
Page 16

**6.0 SUPPLEMENTAL FEE SCHEDULE**

**BATC FEE SCHEDULE 2024**

Soil and Aggregate Laboratory Services:

|     |                                                                                |               |
|-----|--------------------------------------------------------------------------------|---------------|
| 1.  | Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)                 | \$80.00/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)                           | \$50.00/Each  |
| 5.  | Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)  | \$50.00/Each  |
| 6.  | Standard Proctor Test (ASTM D698)                                              | \$125.00/Each |
| 7.  | Modified Proctor Test (ASTM D1557)                                             | \$135.00/Each |
| 8.  | Hydrometer Test (ASTM D422)                                                    | \$100.00/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)                                            | \$55.00/Test  |
| 16. | Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)                | \$165.00/Test |
| 17. | Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)                 | \$280.00/Test |
| 18. | Freeze/Thaw Soundness of Aggregates (AASHTO T103)                              | \$290.00/Test |
| 19. | Fine Aggregate Specific Gravity (ASTM C128)                                    | \$95.00/Each  |
| 20. | Coarse Aggregate Specific Gravity (ASTM C127)                                  | \$95.00/Each  |
| 21. | Friable Particles in Aggregate (ASTM C142)                                     | \$85.00/Test  |
| 22. | Lightweight Pieces in Aggregate (ASTM C123)                                    | \$190.00/Test |
| 23. | Visual Examination of Chert in Aggregate                                       | \$50.00/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               |

Soil Testing Services – 2024 Construction  
City of De Pere

Request for Proposal  
Page 17

Field Services Staff:

|     |                                                |              |
|-----|------------------------------------------------|--------------|
| 42. | Jacob Franzmeier, PE, Project Engineer         | \$63.00/hour |
| 43. | Jacob Franzmeier, PE, Staff Engineer           | \$68.00/hour |
| 44. | Henry Koch, CET, Senior Engineering Technician | \$47.00/hour |
| 45. | Austin Dier, CET, Senior Engineer Technician   | \$47.00/hour |
| 46. | Ethan Bornick, CET, Senior Engineer Technician | \$47.00/hour |
| 47. | Engineer Technician                            | \$40.00/hour |
| 48. | Engineering Technician, Intern / Coop          | \$40.00/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 2024 construction season. Further, if your project requires an additional test procedure to be performed that is not included in this fee schedule, feel free to contact our office for additional pricing. Any work performed on Saturdays will be billed at a rate of 2.0 times the rate listed on the fee schedule, including requested cylinder pick-ups. Any work performed on Sunday or Holidays will be billed at a rate of 4.0 times the rate listed on the fee schedule.

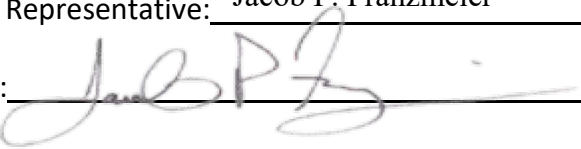
### Proposed Fee Schedule

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       |
| <b>Engineering Services</b>                                      |       |                    |            |             |
| Project Manager                                                  | HR    | 10                 | \$63.00    | \$630.00    |
| Project Engineer                                                 | HR    | 10                 | \$63.00    | \$630.00    |
| Staff Engineer                                                   | HR    | 50                 | \$68.00    | \$3,400.00  |
| <b>Field Technician</b>                                          |       |                    |            |             |
| Senior Technician                                                | HR    | 250                | \$47.00    | \$11,750.00 |
| Technician                                                       | HR    | 300                | \$40.00    | \$12,000.00 |
| Clerical                                                         | HR    | 50                 | \$35.00    | \$1,750.00  |
| Mileage                                                          | MI    | 7,500              | \$0.50     | \$3,750.00  |
| Distance from Office to City of De Pere –<br>925 S. Sixth Street | MI    | 16                 |            |             |
| <b>Laboratory Testing Services</b>                               |       |                    |            |             |
| Standard Proctor                                                 | EA    | 1                  | \$125.00   | \$125.00    |
| Modified Proctor                                                 | EA    | 10                 | \$135.00   | \$1,350.00  |
| Concrete Compression Test (Cylinder by<br>Company)               | EA    | 400                | \$14.00    | \$5,600.00  |
| Concrete Compression Test (Cylinder by City)                     | EA    | 10                 | \$12.00    | \$120.00    |
| Handling of Backup Cylinders                                     | EA    | 100                | \$7.00     | \$700.00    |
| Aggregate Sieve Analysis                                         | EA    | 10                 | \$80.00    | \$800.00    |
| 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    |
| <b>Field Technician Services</b>                                 |       |                    |            |             |
| 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 |
| <b>Soil Boring</b>   |      |                    |            |       |
| Mobilization         | EA   | 5                  | N/A        | N/A   |
| Soil Boring          | VF   | 150                | N/A        | N/A   |
| Report               | EA   | 1                  | N/A        | N/A   |

**ECS MIDWEST, LLC***"Setting the Standard for Service"*

Geotechnical • Construction Materials • Environmental • Facilities

January 30, 2024

Mr. Chase Kuffel  
P.E. City Engineer  
City of De Pere  
925 S. Sixth Street  
De Pere, WI 54115

ECS Proposal No: 59:5786

Re: Soil Testing Services – 2024 Construction  
City of De Pere, Wisconsin

Mr. Kuffel,

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 2024 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 2024, 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,

A handwritten signature in black ink, appearing to read 'Troy Vetort'.

Troy Vetort, P.E.  
Construction Materials Department Manager

### Proposed Fee Schedule

Company Name: ECS Midwest LLC

Company Address: 1280 Parkway Road

Company Address: Green Bay, Wisconsin 54304

Company Representative: Troy Vetort, P.E.

Signature: 

| CONSTRUCTION MATERIALS AND SOIL TESTING                          |       |                    |            |             |
|------------------------------------------------------------------|-------|--------------------|------------|-------------|
| Item                                                             | Unit  | Estimated Quantity | Unit Price | Total       |
| <b>Engineering Services</b>                                      |       |                    |            |             |
| Project Manager                                                  | HR    | 10                 | \$100.00   | \$1,000.00  |
| Project Engineer                                                 | HR    | 10                 | \$125.00   | \$1,250.00  |
| Staff Engineer                                                   | HR    | 50                 | \$85.00    | \$4,250.00  |
| <b>Field Technician</b>                                          |       |                    |            |             |
| Senior Technician                                                | HR    | 250                | \$67.00    | \$16,750.00 |
| Technician                                                       | HR    | 300                | \$60.00    | \$18,000.00 |
| Clerical                                                         | HR    | 50                 | \$45.00    | \$2,250.00  |
| Mileage                                                          | MI    | 7,500              | \$0.80     | \$6,000.00  |
| Distance from Office to City of De Pere –<br>925 S. Sixth Street | MI    | 4                  |            |             |
| <b>Laboratory Testing Services</b>                               |       |                    |            |             |
| Standard Proctor                                                 | EA    | 1                  | \$155.00   | \$155.00    |
| Modified Proctor                                                 | EA    | 10                 | \$175.00   | \$1,750.00  |
| Concrete Compression Test (Cylinder by<br>Company)               | EA    | 400                | \$16.00    | \$6,400.00  |
| Concrete Compression Test (Cylinder by City)                     | EA    | 10                 | \$35.00    | \$350.00    |
| Handling of Backup Cylinders                                     | EA    | 100                | \$10.00    | \$1,000.00  |
| Aggregate Sieve Analysis                                         | EA    | 10                 | \$100.00   | \$1,000.00  |
| Atterberg Limits                                                 | EA    | 1                  | \$90.00    | \$ 90.00    |
| Permeability, Granular Soils                                     | EA    | 1                  | \$300.00   | \$300.00    |
| Permeability, Cohesive Soils                                     | EA    | 1                  | \$375.00   | \$375.00    |
| <b>Field Technician Services</b>                                 |       |                    |            |             |
| Sample Pickup                                                    | EA    | 1                  | \$65.00    | \$65.00     |
| Nuclear Density Gauge                                            | ½ DAY | 100                | \$25.00    | \$2,500.00  |
| Nuclear Density Gauge                                            | DAY   | 5                  | \$50.00    | \$250.00    |

| SOIL BORING SERVICES |      |                    |            |            |
|----------------------|------|--------------------|------------|------------|
| Item                 | Unit | Estimated Quantity | Unit Price | Total      |
| <b>Soil Boring</b>   |      |                    |            |            |
| Mobilization         | EA   | 5                  | \$400.00   | \$2,000.00 |
| Soil Boring          | VF   | 150                | \$24.00    | \$3,600.00 |
| 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 readily 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 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 >**

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 – 2024 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 2024 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 slump testing in accordance with ASTM C143.
- Perform 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.
- Transport cylinders to our facilities for laboratory curing.
- Perform compressive strength testing of concrete cylinder samples in accordance with ASTM C39.

### 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

***ELECTRONIC COPY***

James M. Becco, P.E.  
Regional Vice President

Attachments:      Proposal Acceptance Form  
                         City of De Pere Fee Schedule  
                         General Conditions

**PROPOSAL ACCEPTANCE:****AGREED TO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024****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/<br>Foundation | Reinforcing<br>Steel | Concrete | Structural<br>Steel | Misc. |
|      |               |                      |                      |          |                     |       |
|      |               |                      |                      |          |                     |       |
|      |               |                      |                      |          |                     |       |
|      |               |                      |                      |          |                     |       |
|      |               |                      |                      |          |                     |       |
|      |               |                      |                      |          |                     |       |
|      |               |                      |                      |          |                     |       |

7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_

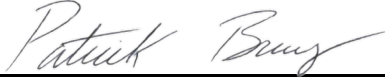
### Proposed Fee Schedule

Company Name: \_\_\_\_\_ Professional Services Industries, Inc.

Company Address: \_\_\_\_\_ 3009 Vandebroek Rd.

Company Address: \_\_\_\_\_ Kaukauna, WI 54130

Company Representative: \_\_\_\_\_ Patrick Bray

Signature: \_\_\_\_\_ 

| CONSTRUCTION MATERIALS AND SOIL TESTING                          |       |                    |            |             |
|------------------------------------------------------------------|-------|--------------------|------------|-------------|
| Item                                                             | Unit  | Estimated Quantity | Unit Price | Total       |
| <b>Engineering Services</b>                                      |       |                    |            |             |
| 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  |
| <b>Field Technician</b>                                          |       |                    |            |             |
| Senior Technician                                                | HR    | 250                | \$50.00    | \$12,500.00 |
| Technician                                                       | HR    | 300                | \$45.00    | \$13,500.00 |
| Clerical                                                         | HR    | 50                 | \$25.00    | \$1,250.00  |
| Mileage                                                          | MI    | 7,500              | \$0.75     | \$5,625.00  |
| Distance from Office to City of De Pere –<br>925 S. Sixth Street | MI    | 17                 |            |             |
| <b>Laboratory Testing Services</b>                               |       |                    |            |             |
| Standard Proctor                                                 | EA    | 1                  | \$150.00   | \$150.00    |
| Modified Proctor                                                 | EA    | 10                 | \$175.00   | \$1,750.00  |
| Concrete Compression Test (Cylinder by<br>Company)               | EA    | 400                | \$14.00    | \$5,600.00  |
| Concrete Compression Test (Cylinder by City)                     | EA    | 10                 | \$20.00    | \$200.00    |
| Handling of Backup Cylinders                                     | EA    | 100                | \$14.00    | \$1,400.00  |
| Aggregate Sieve Analysis                                         | EA    | 10                 | \$75.00    | \$750.00    |
| Atterberg Limits                                                 | EA    | 1                  | \$100.00   | \$100.00    |
| Permeability, Granular Soils                                     | EA    | 1                  | \$350.00   | \$350.00    |
| Permeability, Cohesive Soils                                     | EA    | 1                  | \$425.00   | \$425.00    |
| <b>Field Technician Services</b>                                 |       |                    |            |             |
| 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      |
| <b>Soil Boring</b>   |      |                    |            |            |
| Mobilization         | EA   | 5                  | \$850.00   | \$4,250.00 |
| Soil Boring          | VF   | 150                | \$15.00    | \$2,250.00 |
| Report               | EA   | 1                  | \$1,200.00 | \$1,200.00 |



## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.

**3. PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

**4. SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.

**5. ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.

**6. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.

**7. RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.

**8. SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.

**9. PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



**10. ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

**11. INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

**12. TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

**13. EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.

**14. FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.

**15. RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.

**16. CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.

**17. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken, and the remaining provisions shall be enforceable.

**18. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.  
B-900-11(14)

9/17



CONSULTANTS  
· ENVIRONMENTAL  
· GEOTECHNICAL  
· MATERIALS  
· FORENSICS

February 1, 2024

Mr. Eric Rakers, P.E.  
City Engineer

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

RE: Proposal for Geotechnical Services/Construction Materials Consulting  
2024 Construction Season  
City of De Pere, Wisconsin

Dear Mr. Rakers:

On behalf of American Engineering Testing Inc. (AET) we are pleased to submit our proposal for geotechnical and construction materials testing services for 2024. We are submitting the proposal in response to your Request for Proposal dated January 9, 2024.

Our project team strives to function as an extension of our clients through close cooperation and understanding of their specific needs and objectives. Our staff will work closely with you over the next year to assist the City in meeting your objectives and goals regarding construction materials and geotechnical services.

We look forward to providing consulting services to you.

Sincerely,  
**American Engineering Testing, Inc.**

Andrew Walters, P.E.  
Regional Manager/ Sr. Engineer

Enclosures



February 1, 2024  
Page 1 of 6

## **Proposal for Material Testing Services City of De Pere – 2024**

### **Firm and Firm Representation**

American Engineering Testing, Inc.  
3194 Market Street, Suite D  
Green Bay, Wisconsin 54304  
www.teamaet.com  
Phone: (920) 347-1286

I, Andrew Walters, hereby certify that I am entitled to represent the firm.

A handwritten signature in blue ink that reads 'Andrew Walters'.

Andrew Walters, P.E.  
Regional Manager/ Sr. Engineer

February 1, 2024

### **General Information**

AET is a geotechnical and material testing engineering firm licensed to provide engineering services by the State of Wisconsin Attorney General (License No. 2832-11). AET currently operates 21 offices and has a staff of over 450 individuals across the Upper Midwest. In Wisconsin, AET operates out of three offices; Green Bay, Wausau, and Chippewa Falls. The services for the 2024 City of De Pere Material Testing contract will be provided from our office in Green Bay.

### **Statement of Qualification**

AET is an employee-owned corporation providing geotechnical, environmental, materials and forensics consulting and testing services to public and private sector clients in a broad spectrum of industries. AET has also provided professional consulting services to municipalities over the Upper Midwest for over 30 years. We have worked as the City of Green Bay's construction materials testing consultant since 2012 and with the Village of Allouez since 2019.

Our staff is supported by a strong commitment to keep pace with advancing technology, and is equipped with a full array of computer, testing, and data gathering equipment, all linked by an extensive computer network.



Our staff demonstrates their personal and professional commitment through involvement in community groups, professional organizations, and the organizations that support growth and development of technology in the engineering and planning professions.

### **Project Description**

The City of De Pere is planning capital improvements throughout 2024. Based on our experience and our review of the Request For Proposal (RFP), we understand the construction materials testing and geotechnical services programs generally covers the following services:

- Backfill Testing – Testing backfill for sewer/water trenches, roadway construction, and structural fill. These tests will be performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.
- Subbase and Base Course Testing – This service is performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.
- Construction Inspection/Observation – This work may include review of subgrade soils exposed for pavement or building foundations, observation of proof rolling operations, pile driving inspection, and inspection prior to and during structural concrete placements. This work will be on an as-needed basis.
- Concrete Testing – This service may consist of:
  1. Concrete testing during placement as requested. Work shall be performed by an ACI Certified Concrete Technician (and/or WisDOT PCCTech I) and shall consist of casting cylinders, slump tests, air content, concrete temperature, and visual observation of placement.
  2. Compressive strength testing of concrete cylinders at 7 and 28 days or as requested.
  3. Compressive strength testing of masonry and mortar/grout cubes.
  4. Ready-mix concrete batch plant inspections.
- Asphalt Pavement Testing – This service may consist of asphalt extraction and asphalt content tests, and sieve analysis of aggregate for asphalt pavement samples to check the material conforms with the project specifications. Other related services may be requested to include; laboratory Marshall density testing, field density testing, and air void analysis. The frequency of testing will vary on a project-by-project basis and will be as requested.
- Geotechnical Engineering – This service will consist of performing geotechnical drilling, laboratory testing, and geotechnical report preparation for City street and utility reconstruction projects.

### **Project Experience and References**

- Contacts: Ms. Jennifer McCartney                      Ms. Kristin Romanowicz  
                    City of Green Bay                                      (920) 265-9638  
                    Green Bay, Wisconsin  
                    (920) 448-3093  
2012-2023 Construction Materials Testing – City of Green Bay, Wisconsin
  
- Contact: Mr. Sean Gehin  
                    Village of Allouez  
                    Allouez, Wisconsin  
                    (920) 448-2802  
2019-2023 Field and Laboratory Quality Control Testing – Village of Allouez, Wisconsin

### **Key Personnel**

Our laboratory is Wisconsin DOT-qualified and our materials engineers and technicians are certified by agencies such as the American Concrete Institute (ACI), the American Welding Society (AWS), and the Wisconsin Highway Technician Certification program for aggregate, concrete, soil, and asphalt testing as well as concrete and asphalt mix design.

Laboratory and field testing will be performed by our staff of qualified technicians. Field testing and sample/cylinder pick-ups would be performed by technicians who are available at the time.

The following is a list of our key Green Bay office personnel and titles. AET billing falls under engineer and technician categories based on title. Billing rates are provided in the fee schedule attached to this proposal.

Andrew Walters, P.E. – Regional Manager / Sr. Engineer  
Zachary Kaup – Project Manager / Sr. Engineering Technician  
Jonathan Humphrey – Engineering Technician II  
Joseph Bittner – Engineering Technician II  
Glenn Dionne, CWI – Sr. Engineering Technician

### **Subcontractors**

For the services under this contract, AET will not markup subcontracting costs. At this time, no subcontracting services are expected to be needed. If a City project would require services we do not generally perform, we would obtain quotes for these services and present them to the City for approval.



### **Additional Services**

In addition to the services described in the RFP, AET also offers the following non-routine engineering services.

### **Ground Penetrating Radar – Pavement and Forensic Analysis**

Ground Penetrating Radar (GPR) offers a non-destructive means of pavement thickness analysis without coring or probing. GPR is a pulse-echo method for measuring depths where material types change. With GPR we can determine the thickness of existing pavement conditions, depth to utilities, and depth to reinforcing steel.

### **Falling Weight Deflectometer**

The Falling Weight Deflectometer (FWD) is a cost-effective method for the evaluation of pavement and pavement subgrade parameters. The pavement, base, and subgrade response data obtained is utilized in AASHTO's most recent, Mechanistic-Empirical Pavement Design procedures for design of new pavement structures and rehabilitation of existing pavement structures. It is typically used in conjunction with GPR and selective soil borings.

### **Vibration Monitoring**

AET has self-recording seismographs to monitor the ground and structure vibrations from construction operations (pile driving, pavement demolition, soil compaction) and traffic on pavement. With our ReMi micro seismic equipment we can determine the shear wave velocity in soil and use this parameter to calculate the dynamic shear modulus (G) and settlement of structures.

### **Petrographic Analysis**

Petrographic Analysis allows us to identify the reasons of problems with concrete, such as; alkali-silica reaction (ASR), alkali carbonate reaction (ACR), cracking, delamination, low strength, spalling, pop-outs, and fire damage. We can also determine the cement content and water-cement ratio at the time of placement of cured concrete.

### **On-Call Approach**

Our staff consists of engineers, technicians, and administrative assistants. This diverse staff offers the City of De Pere a degree of flexibility and versatility for City projects. Based on our experience, we understand construction schedules are constantly changing and pride ourselves on being able to meet the City's needs. The Public Works and Engineering Department staff will be encouraged to call one person, Zach Kaup, for all scheduling needs.

Upon initial contact, we will match up the City's response needs with appropriate personnel. The selected personnel will come equipped with personal protective equipment, field instruments and testing equipment. With our office located on the City of Green Bay's southwest side near HWY's 41 and 172, we are within minutes of any project in the City of De Pere.



We will be able to respond to requests for testing services relatively quickly, depending on technician availability. We request the City give as much notice as possible when requesting field testing or sampling. We typically consider a minimum 24-hour notice to be reasonable during the height of the construction season.

### **Rates**

The attached rates presented are portal-to-portal with expenses and equipment rentals being additional. AET provides additional services not listed here; we appreciate any request for additional services and can provide pricing for those services upon request.

Please note, overtime rate for personnel is charged plus 25% for over 8 hours (single day) or Saturday; and at personnel rate plus 50% for work Sundays and legal holidays.

The unit prices provided will be in effect through the contract duration, December 31, 2024.

### **Turn-Around / Reports**

Standard laboratory testing turn-around varies based on the requested test. Most of the testing requested by the City can be completed within 48 hours.

AET provides verbal test results on site to the City's designated representative, and if approved, directly to the contractor. Laboratory test reports will be prepared as tests are completed. AET reports are distributed in electronic format (PDF) through our online Construction Hive. The Construction Hive is a personalized database an assigned user has control of to search, forward, download, or print selected reports.

### **Terms and Conditions**

The terms and conditions will be per the Agreement for Services between the City of De Pere and American Engineering Testing, Inc

See our 'On-Call Approach' section for discussion on scheduling services.



Jan. 30, 2024  
Page 6 of 6

### Construction Safety

The contractors on the City project must provide labor and facilities for safe access to the work areas to be tested or observed. AET will not be held responsible for injuries to AET personnel or others due to unsafe site conditions, improper operation of equipment by contractors, or lack of safe access to test locations.

The contractors must comply with the latest OSHA regulations for trench excavation and safety, and general construction site safety. Their regulations require a contractor to assign a "competent person" on the site during trenching operations to determine safe slopes for excavations. AET cannot direct the contractors' personnel or work, and we cannot assume the responsibility for safety.

### Closing

We appreciate the opportunity to work with the City of De Pere.

If you have questions regarding this proposal, please contact us.

Sincerely,

**American Engineering Testing, Inc.**

A handwritten signature in blue ink that reads "Andrew Walters".

Andrew Walters, P.E.  
Regional Manager/ Sr. Engineer

Attachments: Proposed Fee Schedule

### Proposed Fee Schedule

Company Name: American Engineering Testing, Inc.

Local Office Address: 3194 Market Street, Suite D, Green Bay, WI 54304

Corporate Office Address: 550 Cleveland Avenue North, St. Paul, MN 55114

Company Representative: Andrew Walters, P.E. – Manager/ Engineer

Signature: 

| CONSTRUCTION MATERIALS AND SOIL TESTING                          |       |                    |            |             |
|------------------------------------------------------------------|-------|--------------------|------------|-------------|
| Item                                                             | Unit  | Estimated Quantity | Unit Price | Total       |
| <b>Engineering Services</b>                                      |       |                    |            |             |
| Project Manager                                                  | HR    | 10                 | \$155.00   | \$1,550.00  |
| Project Engineer                                                 | HR    | 10                 | \$155.00   | \$1,550.00  |
| Staff Engineer                                                   | HR    | 50                 | \$110.00   | \$5,500.00  |
| <b>Field Technician</b>                                          |       |                    |            |             |
| Senior Technician                                                | HR    | 250                | \$99.00    | \$24,750.00 |
| Technician                                                       | HR    | 300                | \$79.00    | \$23,700.00 |
| Clerical                                                         | HR    | 50                 | \$79.00    | \$3,950.00  |
| Mileage                                                          | MI    | 7,500              | \$1.10     | \$8,250.00  |
| Distance from Office to City of De Pere –<br>925 S. Sixth Street | MI    | 2.3                |            |             |
| <b>Laboratory Testing Services</b>                               |       |                    |            |             |
| Standard Proctor                                                 | EA    | 1                  | \$155.00   | \$155.00    |
| Modified Proctor                                                 | EA    | 10                 | \$170.00   | \$1,700.00  |
| Concrete Compression Test (Cylinder by<br>Company)               | EA    | 400                | \$27.00    | \$10,800.00 |
| Concrete Compression Test (Cylinder by City)                     | EA    | 10                 | \$27.00    | \$270.00    |
| Handling of Backup Cylinders                                     | EA    | 100                | \$27.00    | \$2,700.00  |
| Aggregate Sieve Analysis                                         | EA    | 10                 | \$160.00   | \$1,600.00  |
| Atterberg Limits                                                 | EA    | 1                  | \$138.00   | \$138.00    |
| Permeability, Granular Soils                                     | EA    | 1                  | \$320.00   | \$320.00    |
| Permeability, Cohesive Soils                                     | EA    | 1                  | \$450.00   | \$450.00    |
| <b>Field Technician Services</b>                                 |       |                    |            |             |
| Sample Pickup                                                    | EA    | 1                  | \$150.00   | \$150.00    |
| Nuclear Density Gauge                                            | ½ DAY | 100                | \$60.00    | \$6,000.00  |
| Nuclear Density Gauge                                            | DAY   | 5                  | \$60.00    | \$300.00    |

| SOIL BORING SERVICES |      |                    |            |            |
|----------------------|------|--------------------|------------|------------|
| Item                 | Unit | Estimated Quantity | Unit Price | Total      |
| <b>Soil Boring</b>   |      |                    |            |            |
| Mobilization         | EA   | 5                  | \$1,000.00 | \$5,000.00 |
| Soil Boring          | VF   | 150                | \$25.00    | \$3,750.00 |
| Report               | EA   | 1                  | \$3,500.00 | \$3,500.00 |



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Engineering

**FROM:** Eric Rakers

**SUBJECT:** Consideration and possible action on award of Contract 24-03 Sewer Lining\*

---

**ATTACHMENTS:**

- 2024\_0212\_CI\_BOPW\_Award\_24-03 (PDF)
- 2024\_0201\_CE\_Project 24-03\_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 12, 2024

RE: **Consideration and possible action on award of Contract 24-03 Sewer Lining\***

The Engineering Department received bids on Project 24-03 Sewer Lining on March 2, 2023. The project consists of pipe lining of deteriorated sewers at locations around the City. The bids received are as follows:

| Contractor              | Amount       |
|-------------------------|--------------|
| Visu-Sewer, Inc.        | \$350,274.00 |
| Insituform Technologies | \$412,489.82 |

The budgeted amount from the capital improvement program is \$426,600. Funding will be from the sewage revenue fund.

Staff's recommendation is to accept the bid from Visu-Sewer, Inc. in the amount of \$350,274.00.

**Attachments:**

2024 0201 CE Project 24-03 Bid Tabulation (PDF)



**PROJECT 24-03  
SEWER LINING**

|                          |                                                                                   |      |      | BIDDER NO. 1        |              | BIDDER NO. 2            |             |
|--------------------------|-----------------------------------------------------------------------------------|------|------|---------------------|--------------|-------------------------|-------------|
|                          |                                                                                   |      |      | Visu-Sewer          |              | Insituform Technologies |             |
| ITEM                     | DESCRIPTION                                                                       | UNIT | QTY  | UNIT PRICE          | AMOUNT BID   | UNIT PRICE              | AMOUNT BID  |
| SP-01                    | Ridgeway Drive - 8" Concrete<br>(J8-XO4JDP to J8-Z7AIMT)                          | LF   | 221  | \$38.00             | \$8,398.00   | \$65.87                 | \$14,557.27 |
| SP-02                    | Grant Street - 12" Concrete<br>(H8-00K5FU to H8-9VX5DJ)                           | LF   | 1280 | \$52.00             | \$66,560.00  | \$70.92                 | \$90,777.60 |
| SP-03                    | Grant Street - 18" Concrete<br>(H8-9VX5DJ to H8-FJM5DA)                           | LF   | 733  | \$145.00            | \$106,285.00 | \$120.11                | \$88,040.63 |
| SP-04                    | Grant Street - 8" Concrete<br>(H8-FJM5DA to H8-J475CB)                            | LF   | 463  | \$38.00             | \$17,594.00  | \$45.02                 | \$20,844.26 |
| SP-05                    | Grant Street - 10" Concrete<br>(H8-J475CB to H8-LQL5CT)                           | LF   | 340  | \$39.00             | \$13,260.00  | \$56.48                 | \$19,203.20 |
| SP-06                    | Grant Street - 10" Concrete<br>(H8-RLY5F1 to H8-XP5TY)                            | LF   | 794  | \$39.00             | \$30,966.00  | \$52.23                 | \$41,470.62 |
| SP-07                    | Alley-Michigan/Superior/<br>Fulton/Morris - 8" Clay<br>(J8-2G7S0A to J8-40YV4C)   | LF   | 452  | \$38.00             | \$17,176.00  | \$45.56                 | \$20,593.12 |
| SP-08                    | Alley-Michigan/Superior/<br>Charles/George - 15" Clay<br>(J8-084E00 to J8-08LFLX) | LF   | 206  | \$87.00             | \$17,922.00  | \$115.41                | \$23,774.46 |
| SP-09                    | Alley-Superior/Huron/<br>Fulton/Morris - 8" Clay<br>(J8-4W4QSG to J8-6FNTUM)      | LF   | 444  | \$38.00             | \$16,872.00  | \$45.96                 | \$20,406.24 |
| SP-10                    | Alley-Broadway/Oakdale/<br>Randall/Termini - 10" Clay<br>(J9-2X62GG to J9-3IR3LG) | LF   | 167  | \$39.00             | \$6,513.00   | \$84.94                 | \$14,184.98 |
| SP-11                    | Alley-Broadway/Oakdale/<br>Randall/Termini - 8" Clay<br>(J9-3IR3LG to J94SJ66I)   | LF   | 373  | \$38.00             | \$14,174.00  | \$50.76                 | \$18,933.48 |
| SP-12                    | Cook - 8" Concrete<br>(J7-F46ESI to J7-HLZDKI)                                    | LF   | 360  | \$38.00             | \$13,680.00  | \$49.29                 | \$17,744.40 |
| SP-13                    | Easement-Huron/Erie/Fulton/<br>Ridgeway - 8" Clay<br>(J8-7AWPLM to J8-815QZJ)     | LF   | 203  | \$38.00             | \$7,714.00   | \$70.36                 | \$14,283.08 |
| SP-14                    | Televising Sanitary Laterals                                                      | EA   | 28   | \$470.00            | \$13,160.00  | \$274.16                | \$7,676.48  |
| <b>TOTAL AMOUNT BID:</b> |                                                                                   |      |      | <b>\$350,274.00</b> |              | <b>\$412,489.82</b>     |             |



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Engineering

**FROM:** Eric Rakers

**SUBJECT:** Consideration and possible action on award of Contract 24-05  
Sidewalk and Curb Repairs\*

---

**ATTACHMENTS:**

- 2024 0212 CI\_BOPW\_Award\_24-05 (PDF)
- 2024 0201 CE\_Project 24-05\_Bid Tab (PDF)

# CITY OF DE PERE

## MEMO



To: Honorable Mayor Boyd  
Members of the Board of Public Works  
From: Eric Rakers, P.E., City Engineer  
Date: February 12, 2024

RE: **Consideration and possible action on award of Contract 24-05 Sidewalk and Curb Repairs\***

The Engineering Division received bids on Project 24-05 Sidewalk and Curb Repairs on February 1, 2024. This work is for the replacement of defective sidewalk and curb and gutter throughout the City. The bids received are as follows:

| Contractor                | Amount       |
|---------------------------|--------------|
| Highway Landscapers, Inc. | \$290,990.00 |
| Martell Construction      | \$342,550.00 |
| BMD Concrete Innovations  | \$438,450.00 |
| Al Dix Concrete, Inc.     | \$442,130.00 |

The budgeted amount from the capital improvement fund is \$300,000 from the following:

- Special Charges for Sidewalk Repairs: \$123,000
- Special Charges for New Sidewalks: \$27,000
- General Obligation Debt: \$115,000
- Parks Department: \$25,000
- Water Utility: \$10,000

Staff's recommendation is to accept the bid from Highway Landscapers, Inc. in the amount of \$290,990.00.

### Attachments

2024 0201 Project 24-05 Bid Tab (PDF)



**PROJECT 24-05  
SIDEWALK AND CURB REPAIR**

|                                                                          |                                                                 |      |      | BIDDER NO. 1              |              | BIDDER NO. 2         |              | BIDDER NO. 3             |              | BIDDER NO. 4        |              |
|--------------------------------------------------------------------------|-----------------------------------------------------------------|------|------|---------------------------|--------------|----------------------|--------------|--------------------------|--------------|---------------------|--------------|
|                                                                          |                                                                 |      |      | Highway Landscapers, Inc. |              | Martell Construction |              | BMD Concrete Innovations |              | Al Dix Concrete Inc |              |
| ITEM                                                                     | DESCRIPTION                                                     | UNIT | QTY  | UNIT PRICE                | AMOUNT BID   | UNIT PRICE           | AMOUNT BID   | UNIT PRICE               | AMOUNT BID   | UNIT PRICE          | AMOUNT BID   |
| <b>SECTION A - STREET AND DRAINAGE CONSTRUCTION-SIDEWALK REPAIR AREA</b> |                                                                 |      |      |                           |              |                      |              |                          |              |                     |              |
| SD-01                                                                    | Provide 3/4" Crushed Aggregate Base Course                      | TON  | 20   | \$25.00                   | \$500.00     | \$40.00              | \$800.00     | \$50.00                  | \$1,000.00   | \$50.00             | \$1,000.00   |
| SD-02                                                                    | Remove and Replace 8" Concrete Sidewalk and Driveway            | SY   | 50   | \$135.00                  | \$6,750.00   | \$135.00             | \$6,750.00   | \$160.00                 | \$8,000.00   | \$155.00            | \$7,750.00   |
| SD-03                                                                    | Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway     | SY   | 200  | \$108.00                  | \$21,600.00  | \$130.00             | \$26,000.00  | \$158.00                 | \$31,600.00  | \$150.00            | \$30,000.00  |
| SD-04                                                                    | Remove and Replace 4" Concrete Sidewalk                         | SY   | 1500 | \$92.00                   | \$138,000.00 | \$112.50             | \$168,750.00 | \$155.00                 | \$232,500.00 | \$145.00            | \$217,500.00 |
| SD-05                                                                    | Drilled Tie Bars                                                | EA   | 2000 | \$7.75                    | \$15,500.00  | \$13.00              | \$26,000.00  | \$16.00                  | \$32,000.00  | \$15.00             | \$30,000.00  |
| SD-06                                                                    | Provide #4 Reinforcement Bars for Curb and Sidewalk             | LF   | 300  | \$3.90                    | \$1,170.00   | \$4.00               | \$1,200.00   | \$3.50                   | \$1,050.00   | \$3.00              | \$900.00     |
| SD-07                                                                    | Provide Detectable Warning Field (Natural Patina)               | EA   | 10   | \$500.00                  | \$5,000.00   | \$350.00             | \$3,500.00   | \$500.00                 | \$5,000.00   | \$500.00            | \$5,000.00   |
| <b>SECTION B - STREET AND DRAINAGE CONSTRUCTION-VARIOUS LOCATIONS</b>    |                                                                 |      |      |                           |              |                      |              |                          |              |                     |              |
| SD-08                                                                    | Provide 3/4" Crushed Aggregate Base Course                      | TON  | 200  | \$25.00                   | \$5,000.00   | \$40.00              | \$8,000.00   | \$50.00                  | \$10,000.00  | \$50.00             | \$10,000.00  |
| SD-09                                                                    | Remove and Replace 24" Concrete Curb and Gutter                 | LF   | 100  | \$120.00                  | \$12,000.00  | \$105.00             | \$10,500.00  | \$120.00                 | \$12,000.00  | \$110.00            | \$11,000.00  |
| SD-10                                                                    | Remove and Replace 8" Concrete Sidewalk and Driveway            | SY   | 10   | \$350.00                  | \$3,500.00   | \$135.00             | \$1,350.00   | \$175.00                 | \$1,750.00   | \$155.00            | \$1,550.00   |
| SD-11                                                                    | Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway     | SY   | 50   | \$110.00                  | \$5,500.00   | \$130.00             | \$6,500.00   | \$170.00                 | \$8,500.00   | \$150.00            | \$7,500.00   |
| SD-12                                                                    | Remove and Replace 4" Concrete Sidewalk                         | SY   | 200  | \$92.00                   | \$18,400.00  | \$112.50             | \$22,500.00  | \$165.00                 | \$33,000.00  | \$145.00            | \$29,000.00  |
| SD-13                                                                    | Remove and Replace 6" Concrete Sidewalk (DOT Red)               | SY   | 10   | \$300.00                  | \$3,000.00   | \$200.00             | \$2,000.00   | \$235.00                 | \$2,350.00   | \$250.00            | \$2,500.00   |
| SD-14                                                                    | Remove and Replace 4" Concrete Sidewalk (DOT Red)               | SY   | 10   | \$280.00                  | \$2,800.00   | \$170.00             | \$1,700.00   | \$235.00                 | \$2,350.00   | \$250.00            | \$2,500.00   |
| SD-15                                                                    | Provide 6" Concrete Sidewalk (Parks Playground - No Excavation) | SY   | 150  | \$95.00                   | \$14,250.00  | \$99.00              | \$14,850.00  | \$90.00                  | \$13,500.00  | \$120.00            | \$18,000.00  |
| SD-16                                                                    | Provide 6" Concrete Sidewalk                                    | SY   | 10   | \$92.50                   | \$925.00     | \$85.00              | \$850.00     | \$90.00                  | \$900.00     | \$108.00            | \$1,080.00   |
| SD-17                                                                    | Provide 4" Concrete Sidewalk                                    | SY   | 300  | \$78.00                   | \$23,400.00  | \$78.00              | \$23,400.00  | \$81.00                  | \$24,300.00  | \$99.00             | \$29,700.00  |
| SD-18                                                                    | Drilled Tie Bars                                                | EA   | 100  | \$7.75                    | \$775.00     | \$12.00              | \$1,200.00   | \$16.00                  | \$1,600.00   | \$15.00             | \$1,500.00   |
| SD-19                                                                    | Provide #4 Reinforcement Bars for Curb and Sidewalk             | LF   | 300  | \$3.90                    | \$1,170.00   | \$4.00               | \$1,200.00   | \$3.50                   | \$1,050.00   | \$3.00              | \$900.00     |
| SD-20                                                                    | Provide Detectable Warning Field (Natural Patina)               | EA   | 10   | \$500.00                  | \$5,000.00   | \$350.00             | \$3,500.00   | \$500.00                 | \$5,000.00   | \$500.00            | \$5,000.00   |
| SD-21                                                                    | Adjust Manhole                                                  | EA   | 5    | \$350.00                  | \$1,750.00   | \$700.00             | \$3,500.00   | \$1,000.00               | \$5,000.00   | \$750.00            | \$3,750.00   |
| SD-22                                                                    | Landscape Restoration (Topsoil, Seed, and Mulch)                | SY   | 50   | \$30.00                   | \$1,500.00   | \$20.00              | \$1,000.00   | \$20.00                  | \$1,000.00   | \$20.00             | \$1,000.00   |
| SD-23                                                                    | Traffic Control (Claude Allouez Bridge Roundabout)              | LS   | 1    | \$3,500.00                | \$3,500.00   | \$7,500.00           | \$7,500.00   | \$5,000.00               | \$5,000.00   | \$25,000.00         | \$25,000.00  |
| <b>TOTAL AMOUNT BID:</b>                                                 |                                                                 |      |      | <b>\$290,990.00</b>       |              | <b>\$342,550.00</b>  |              | <b>\$438,450.00</b>      |              | <b>\$442,130.00</b> |              |



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Engineering

**FROM:** Eric Rakers

**SUBJECT:** Consideration and possible action on award of Contract 24-13 Crackfilling\*

---

**ATTACHMENTS:**

- 2024 0212 CI\_BOPW\_Award\_24-13 (PDF)
- 2024 0201 CE\_Project 24-13\_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 12, 2024

RE: **Consideration and possible action on award of Contract 24-13 Crackfilling\***

The Engineering Department received bids for Project 24-13 Crackfilling on February 1, 2024. This work is for the maintenance of streets and parking lots. The bids received are as follows:

| Contractor                        | Amount       |
|-----------------------------------|--------------|
| Asphalt Seal & Repair, Inc.       | \$121,800.00 |
| American Pavement Solutions, Inc. | \$127,960.00 |
| Thunder Road, LLC                 | \$168,000.00 |
| Fahrner Asphalt Sealers, LLC      | \$225,400.00 |

The allocated amount from the capital improvement budget is \$150,000 from the following sources:

- General Obligation Debt \$120,000
- Parks Department \$30,000

Staff's recommendation is to accept the bid from Asphalt Seal & Repair, Inc. in the amount of \$121,800.

**Attachments:**

2024 0201 CE\_Project 24-13\_Bid Tab (PDF)

DE PERE



PROJECT 24-13  
CRACKFILLING

|                                         |                                                   |      |       | BIDDER NO. 1                |              | BIDDER NO. 2                     |              | BIDDER NO. 3        |              | BIDDER NO. 4                 |              |
|-----------------------------------------|---------------------------------------------------|------|-------|-----------------------------|--------------|----------------------------------|--------------|---------------------|--------------|------------------------------|--------------|
|                                         |                                                   |      |       | Asphalt Seal & Repair, Inc. |              | American Pavement Solutions Inc. |              | Thunder Road LLC    |              | Fahrner Asphalt Sealers, LLC |              |
| ITEM                                    | DESCRIPTION                                       | UNIT | QTY   | UNIT PRICE                  | BID AMOUNT   | UNIT PRICE                       | BID AMOUNT   | UNIT PRICE          | BID AMOUNT   | UNIT PRICE                   | BID AMOUNT   |
| <b>SECTION A - SPECIAL CONSTRUCTION</b> |                                                   |      |       |                             |              |                                  |              |                     |              |                              |              |
| SC-01                                   | Crackfilling (HI-SPEC, Crafco, or Approved Equal) | LBS  | 70000 | \$1.74                      | \$121,800.00 | \$1.83                           | \$127,960.00 | \$2.40              | \$168,000.00 | \$3.22                       | \$225,400.00 |
| <b>TOTAL AMOUNT BID:</b>                |                                                   |      |       | <b>\$121,800.00</b>         |              | <b>\$127,960.00</b>              |              | <b>\$168,000.00</b> |              | <b>\$225,400.00</b>          |              |



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** February 12, 2024

**DEPARTMENT:** Engineering

**FROM:** Eric Rakers

**SUBJECT:** Consideration and possible action on award of Project 24-19  
Mudjacking-Request for Proposal\*

---

**ATTACHMENTS:**

- 2024 0212 CI\_BOPW\_Award\_24-19 (PDF)
- 2024 0201 CE\_Project 24-19\_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 12, 2024

RE: **Consideration and possible action on award of Project 24-19 Mudjacking – Request for Proposal\***

The Engineering Department received a proposal for Project 24-19 Mudjacking on February 1, 2024. This work is for repairs to City sidewalk. The proposal is as follows:

| Contractor                   | Amount     |
|------------------------------|------------|
| Badger Concrete Lifting, LLC | \$6,040.00 |

Even though there was only one bidder on this project, the unit prices for Badger Concrete Lifting, LLC have not increased since 2022. A comparison of unit prices for the low bid from the past three years is listed below:

| Contractor                          | Mudjacking Curb & Gutter (LF) | Mudjacking Sidewalk (SF) |
|-------------------------------------|-------------------------------|--------------------------|
| Badger Concrete Lifting, LLC (2024) | \$4.00                        | \$3.00                   |
| 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:**

2024 0201 CE\_24-19 Bid Tab (PDF)



**PROJECT 24-19  
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        |
| <b>TOTAL AMOUNT BID:</b> |                          |      |       |            | <b>\$6,040.00</b> |