



Board of Public Works

Regular Meeting

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

Revised Agenda

Monday, February 12, 2018	7:30 PM	De Pere City Hall Council Chambers
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Pursuant to Wisconsin Statutes 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, 2018** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

I. Call to Order

1. Roll Call

II. Public Comment

III. Items

1. Approval of the Board of Public Works December 11, 2017 Meeting Minutes.
2. Consider CBCWA-Green Bay Water Utility Proposed RFQ For Study and Evaluation of Collaboration and Cooperation Opportunities.*
3. Discuss Green Bay Metropolitan Sewerage District's Fixed Charge Methodology.
4. Consider Award for Design & Construction Management for the Municipal Service Center Boiler Replacement.*
5. Consider Local Vehicle Registration Fee Ordinance*
6. Consider 2018 Storm Lateral Assessment Charge.
7. Consider 2018 Storm Lateral Assessment Charge - Existing Non-Residential Properties.
8. Consider Quote for 2018 Materials Testing and Soil Borings.*
9. Consider Award of Contract for Project 18-03 Pipe Lining- CIPP.*
10. Consider Award of Contract for Project 18-04 Main and Lawrence Roundabout Construction.*
11. Consider Award of Contract for Project 18-15 Sewer Cleaning and Televising.*

IV. Future Agenda Items

V. Adjournment

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday February 12, 2018 so that arrangements can be made.

Agenda Sent To:
Mayor

Visu-Sewer

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

Peters Concrete Company
Green Bay Pipe & TV, LLC
Tweet/Garot Mechanical Services
Dave Vaclavik, CBCWA

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject (s) over which they have decision-making responsibility.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 12, 2018

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of the Board of Public Works December 11, 2017 Meeting Minutes.

ATTACHMENTS:

- BOPW December 11, 2017 Draft Meeting Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, December 11, 2017

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 7:30 PM by Alderperson Dean Raasch

Attendee Name	Title	Status	Arrived
James Boyd	Alderperson	Present	
Dan Carpenter	Alderperson	Present	
Jonathon Hansen	Alderperson	Excused	
Dean Raasch	Alderperson	Present	
Michael J. Walsh	Mayor	Excused	

Others present were Scott Thoresen, Director of Public Works, Joe Zegers, Finance Director, Bill Boyle, GIS Coordinator, Eric Rakers, City Engineer, Chase Kuffel, Assistant City Engineer, and Pam Denis Recording Secretary.

II. Public Comment

None.

III. Items

- Approval of the Board of Public Works October 9, 2017 Meeting Minutes.

Alderperson Carpenter moved to approve the Board of Public Works October 9, 2017 meeting minutes, Alderperson Boyd seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	James Boyd, Dan Carpenter, Dean Raasch
EXCUSED:	Jonathon Hansen, Michael J. Walsh

- Consider Project Approach for Sidewalk on the East Side of Lawrence Drive from Scheuring Road to Main Avenue*

Eric Rakers, City Engineer, reviewed the sidewalk project proposed for the east side of Lawrence Drive between Main and Scheuring Roads. He stated that the sidewalk costs would be assessed back to the property owners and the maintenance for those sidewalks would be their responsibility also. He stated that the other costs associated with the sidewalk construction would be born by the City, such as curb ramps, utility relocations, etc.. He reviewed the criteria for installing sidewalks in the City, stating that Lawrence Drive met the criteria of safety concerns both vehicular and pedestrian, arterial roadway, connectivity, 35 mph speed, and high traffic area.

City Engineer Rakers stated that of the total Sidewalk Survey responses, 53 respondents were positive in favor of the sidewalk construction, 21 opposed it, and 2 were neutral. A complete copy of the survey responses was included in the Board packet. He said that property owners would be given all of 2018 and early 2019 to complete their own sidewalks or the City would complete them under this project and assess the property

owners in 2019. The pay back for similar projects in the past has been 10 years, but this would be determined by the Board of Public Works. There is utility pre-work that needs to be done in preparation for sidewalks. Should the Board of Public Works and the Common Council approve this request, it would come back to the Board and Council for preliminary and final resolutions to assess the sidewalk costs.

Questions from Alderpersons followed, including but not exclusively: bike lanes, assessment approximate dates, right of way work, asphalt vs. concrete for sidewalks. Alderperson Boyd moved to open the meeting for public input at 7:46pm; Alderperson Carpenter seconded the motion, upon vote, the motion passed. Dave Kubiak, property owner, spoke in favor of sidewalk, stating that it's important as he sees people walking along Lawrence Drive quite often which is very unsafe. He did not agree with placing the sidewalk on the west side of Lawrence. Todd Thomas: property owner, after communicating with neighboring property owners, presented an alternative plan. The alternative plan is to place the sidewalk on the west side of Lawrence. He stated that there are 19 driveways in the currently proposed area, of which heavy trucks use, such as the semis from DeCleene's, and Pomp's. He stated that because of the truck traffic on the east side, the sidewalk on the west side would be safer. Mr. Thomas presented a letter signed by 9 property owners agreeing that the west side sidewalk placement would be better. Erin Hoff, on behalf of a property owner, agreed with Todd Thomas' sentiments, stating additional concerns for visibility of semi-trucks waiting to turn and not seeing a child on the sidewalk, that the City needs to look at the amount of fiber optic boxes that will have to be relocated, feels that more lighting will be needed for pedestrian traffic, increased traffic into industrial area – he doesn't see the benefit since mostly non-walk up businesses. Pat Burn, speaking for Renkins Court, stated that it doesn't make sense to him either since there are no walk up stores until you get to Walmart. He is concerned that the City is putting sidewalk in a non-residential area when some residential areas don't have sidewalks. Feels wheel tax to pay for sidewalk is a double hit. Doesn't believe sidewalks are needed at this time. Stuart Franken, property owner from Highland Park, Illinois stated that he doesn't agree with this project. He said he has 700 ft., 2 lots, and projects his costs to be about \$40,000. City needs to understand financial impact that this can have. He agrees that the west side of Lawrence is a better solution. He offered to put money toward improving City facilities like a park.

Dan Schumaker, representing Jack's Peterbilt, concurred with the other concerns and was in full agreement that the sidewalk should be on the west side. He foresees near misses with such heavy truck traffic, two driveways on their property alone and constant deliveries all day. His concern is putting pedestrians in this mix. He stated that there have been increasing theft issues - scrap iron, battery cores, and worries that now sidewalks will make that increase. He was also concerned about the down time during the project and how it would affect his business. Several property owners expressed concern with the sidewalk section through the drives.

Alderperson Boyd moved to return to regular session at 8:05pm, Alderperson Carpenter seconded the motion. Upon vote, regular session resumed.

Eric Rakers, City Engineer, spoke to the concerns expressed above, stating that the interest in sidewalk placement on Lawrence came from the Board. He said that moving the sidewalk to the west of Lawrence Drive is more dangerous to pedestrians due to high traffic volumes and speeds on Lawrence Drive. Even though there are drives on the east side, vehicles exiting drives are stopped or a low speeds when crossing the sidewalk. He said additionally that the volume of traffic at the drives will be less than the volume of traffic on Lawrence. City Engineer Rakers stated that most studies show that sidewalks actually reduce crime. He said that the sidewalks in the driveway area would be put in at

8" thickness, which is standard going into industries. They would be tied together with steel to maintain them better. Additionally most drives were reconstructed with the concrete sidewalk section and will not be impacted with this project. Discussion followed regarding whether trucks could turn right on Lawrence Drive. City Engineer Rakers offered to look into this, as the Board was not aware of any sign prohibiting this. Alderperson Carpenter moved to open the meeting for public input, Alderperson Boyd seconded the motion. Upon vote, the meeting was opened at 8:15pm. Discussion followed regarding whether trucks could turn right on Lawrence Drive. City Engineer Rakers offered to look into this. Todd Thomas stated that it would be safer to cross a roundabout than navigate the various driveways along the east side of Lawrence. He felt placing the sidewalk on the west side would reduce crime opportunities, taking people away from the equipment etc. along Lawrence businesses. He expressed a concern on the maintenance of snow removal on businesses and expressed concern over the disruption of business during construction.

Alderperson Carpenter moved to return to regular session at 8:28pm, Alderperson Boyd seconded the motion. Upon vote, regular session resumed.

Alderperson Boyd moved to reaffirm the Lawrence Sidewalk Project process and to proceed with the design of the project for 2019 construction, Alderperson Raasch seconded the motion. Upon vote, the motion passed and will be forwarded to the Common Council on December 19, 2017 for approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	James Boyd, Dan Carpenter, Dean Raasch
EXCUSED:	Jonathon Hansen, Michael J. Walsh

3. Consider 2017-2018 Sewer Rate Study.*

Joe Zegers, Finance Director, and Kyle Pockat of Schenck reviewed the annual sewer rate study. Joe Zegers explained that the study showed no rate increase for residential customers and slight decreases for the paper mills. He reviewed how the City had been trying to alleviate deficits over the past few years. With a zero rate increase, there would be a razor thin margin at the end of 2017-2018. Staff was asking for a 2% rate increase to come closer to the 5-10% of the sewer utility operating budget reserve that bonding agencies advise. Discussion followed.

Alderperson Boyd moved to approve a 2% increase in sewer rates, Alderperson Carpenter seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Dan Carpenter, Michael J. Walsh
SECONDER:	Dean Raasch, Alderperson
AYES:	James Boyd, Dan Carpenter, Dean Raasch, Michael J. Walsh
EXCUSED:	Jonathon Hansen

4. Consider Approval of the James Street Streetscape Design Services*

Eric Rakers, City Engineer, presented the four proposals for the James Street Streetscape Design Services. Bill Boyle, GIS Coordinator answered questions regarding the proposals. He explained that they were recommending Graef for the total design as Graef had addressed all scopes of the project in their proposal and also included business input.

Alderson Carpenter moved to approve the award of design services contract for the James Street Streetscape project to Graef in the amount of \$43,500, Alderson Raasch seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	Dean Raasch, Alderson
AYES:	James Boyd, Dan Carpenter, Dean Raasch
EXCUSED:	Jonathon Hansen, Michael J. Walsh

5. Consider Updates to 2018 General Conditions and Standard Specifications

Eric Rakers, City Engineer, explained that each year the staff does an annual review of the Project Specifications and brings the updates before the Board for approval. Once approved these 2018 Specifications will be referenced for all the city projects in 2018. **Alderson Boyd moved to approve the updates to the 2018 General Conditions and Standard Specifications, Alderson Carpenter seconded the motion. Upon vote, the motion passed.**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderson
SECONDER:	Dan Carpenter, Alderson
AYES:	James Boyd, Dan Carpenter, Dean Raasch
EXCUSED:	Jonathon Hansen, Michael J. Walsh

6. Consider Conveyance of Rights by Utility (Sanitary Sewer) for the WisDOT for Ashland Avenue (STH 32) and Parkview Road Project*

Eric Rakers, City Engineer reviewed the Wisconsin Department of Transportation (WisDOT) requirement that utility companies convey rights for facilities within easements that will become part of the new right of way when WisDOT reconstructs/reconfigures the Parkview Road intersection with Ashland Avenue in 2019. He explained that the City has a vacated sanitary sewer (not in use, but not abandoned) within the proposed right of way. The City is working with the Green Bay Metropolitan Sewerage District (GBMSD) to abandon this sewer prior to the project. City Engineer Rakers stated that the sewer is not in use and not impacted by the project so the City will be signing over the release of rights for reimbursement, but ultimately, when the project is completed, Parkview Road and right of way will become a City street and right of way. **Alderson Raasch moved to approve conveyance of rights for the sanitary sewer involved in the reconstruction of the intersection of Parkview Road and Ashland Avenue and Alderson Carpenter seconded the motion. Upon vote, the motion passed.**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Dan Carpenter, Alderson
AYES:	James Boyd, Dan Carpenter, Dean Raasch
EXCUSED:	Jonathon Hansen, Michael J. Walsh

7. Consider Quit Claim Deed by Utility (Water Main) for the WisDOT for Ashland Avenue (STH 32) and Parkview Road Project*

Eric Rakers, City Engineer, explained that also due to the reconstruction of the intersection at Parkview Road and Ashland Avenue a new right of way will be acquired. Wisconsin Department of Transportation (WisDOT) is requiring utility companies to release easements/rights within the new right of way area. He explained that there is a utility easement along Ashland Avenue that the City has rights to for water main. Alderperson Raasch moved to approve releasing the utility easement with the quit claim deed and approve the temporary grading easement requested by WisDOT for Parkview Road and Ashland Avenue reconstruction project and forward to Council for approval. Alderperson Boyd seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	James Boyd, Dan Carpenter, Dean Raasch
EXCUSED:	Jonathon Hansen, Michael J. Walsh

8. Consider Green Bay Metropolitan Sewerage District Lease Agreement Amendment.*

Scott Thoresen, Director of Public Works explained that there is not adequate indoor storage for City vehicles and equipment at the Municipal Service Center, forcing vehicles and equipment to be stored outside. This causes maintenance issues and damage. He stated that the City has the opportunity to extend a short term lease with Green Bay Metropolitan Sewerage District (GBMSD) for storage space. Staff is requesting approval to extend the short term lease to a 12 month lease, costing \$2,000.

Alderperson Carpenter moved to approve extending the GBMSD short term lease of space to a 12 month lease in the amount of \$2000, Alderperson Boyd seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	James Boyd, Dan Carpenter, Dean Raasch
EXCUSED:	Jonathon Hansen, Michael J. Walsh

9. Consider Verizon's Amendment to Current Lease Agreement on Merrill Water Tower.*

Scott Thoresen, Public Works Director, explained that the City had required Verizon to install a storm sewer lateral to drain their sump pump from their building at the Merrill Water Tower site to the City's storm sewer. He stated that Verizon needed a lease amendment for the storm water drainage. Discussion followed.

Alderperson Raasch moved to approve the proposed amendment to Verizon's current lease for Merrill Street water tower, Alderperson Boyd seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	James Boyd, Dan Carpenter, Dean Raasch
EXCUSED:	Jonathon Hansen, Michael J. Walsh

10. Consider Award of Contract for Project 17-20 Claude Allouez Bridge Repairs.*

Eric Rakers, City Engineer, presented the bid received for Project 17-20. Discussion followed.

Alderson Carpenter moved to approve the award of contract for Project 17-20 Claude Allouez Bridge Repair to Janke General Contractors, Inc. in the amount of \$31,513.00. Alderson Boyd seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	James Boyd, Alderson
AYES:	James Boyd, Dan Carpenter, Dean Raasch
EXCUSED:	Jonathon Hansen, Michael J. Walsh

11. Consider Award of Contract for Project 17-21 City of De Pere Sign Bridge.*

Eric Rakers, City Engineer reviewed the bid to replace the sign bridge on Reid Street and install a new sign. The City received bids from four contractors, Bodart being the low bid. Discussion followed. **Alderson Raasch moved to award the bid to replace the sign bridge on Reid Street to Bodart Electric Service, Inc. in the amount of \$63,336.00. Alderson Carpenter seconded the motion. Upon vote, the motion passed.**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Dan Carpenter, Alderson
AYES:	James Boyd, Dan Carpenter, Dean Raasch
EXCUSED:	Jonathon Hansen, Michael J. Walsh

IV. Future Agenda Items

None.

V. Adjournment

Alderson Carpenter moved to adjourn the meeting, Alderson Boyd seconded the motion. Upon vote, the motion passed and the meeting was adjourned at 9:07pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 12, 2018

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider CBCWA-Green Bay Water Utility Proposed RFQ For Study and Evaluation of Collaboration and Cooperation Opportunities.*

MEMORANDUM

**REQUEST FOR QUALIFICATIONS
UTILITY COOPERATION AND COLLABORATION STUDY**

Members of the Central Brown County Water Authority have increasingly sought opportunities to work together to try and increase operational efficiency, share costs and equipment, pursue joint bids and generally try and save money while preserving or enhancing the quality of services provided. These efforts have included joint bidding for hydrant painting and water tower inspections as well as informal agreements to share equipment. Perhaps most importantly, information sharing and the desire to work together to solve common problems has become the norm. Cooperation has extended to include other area communities including the Green Bay Water Utility. GBWU has participated in some of the joint bidding and now provides utility billing services to the City of De Pere on a contract basis.

CBCWA fully supports these efforts and has provided assistance and leadership where it relates to water utility issues. Examples include:

- Automated metering
- Expansion of the AquaHawk system (and subsequent cost reduction) first implemented by the Village of Howard
- CBCWA bulk purchasing/contracting for:
 - Chlorine monitoring reagents
 - Chlorine gas for disinfection
 - Repairs and upgrades to connection/metering stations

The Authority will also be pursuing a joint contract for automatic shut-off valves for member chlorination systems.

The Green Bay Water Utility and Central Brown County Water Authority have had a number of discussions directed toward improving our relationship and finding areas we can work on together to our mutual benefit. There is an ongoing evaluation of how GBWU's Cityworks management/work order system might be expanded to include CBCWA members and CBCWA is currently funding a study of the potential for emergency service interconnects with the GBWU water system that would protect members in the event of a problem with the pipeline from Manitowoc.

CBCWA recently updated its strategic plan and a significant component was a continued effort to improve collaborative efforts that benefit member utilities. Relationships with GBWU have improved substantially and including GBWU in these considerations was a considered an important component of moving forward.

Increased cooperation and collaboration requires that all participants benefit. To facilitate this effort, CBCWA and GBWU are developing a joint Request for Qualifications (RFQ) requesting Statements of Qualifications (SOQ's) from qualified consultants to conduct an analysis and study of the organizations. A draft copy is attached. The Agencies hope to find mutually beneficial alternatives through economies of scale, systems integration, improved services and more efficient use of staff, equipment and capital resources. To be successful, all participants will need to see tangible benefits through improved level of services and/or reduced cost. Water consumers should receive high quality water at the lowest possible cost that will sustain utility operations and infrastructure.

It is anticipated that the project will include multiple phases. A detailed approach to the project and resulting scope of services, compensation and schedule will be negotiated with the selected consultant.

It is very important to note that there will be multiple possible outcomes resulting from this project and that communities may not all see the same results. The project will identify opportunities and expected benefits as well as consequences and challenges that may exist. Decisions to participate and levels of participation will likely vary by community. This project is designed to provide the information necessary to make informed decisions.

ATTACHMENTS:

- Working draft RFQ 2-8-2018 (PDF)

**REQUEST FOR QUALIFICATIONS
UTILITY COOPERATION AND COLLABORATION STUDY
GREEN BAY WATER UTILITY
And
CENTRAL BROWN COUNTY WATER AUTHORITY**

Introduction

The Green Bay Water Utility (GBWU) and Central Brown County Water Authority (CBCWA) are requesting Statements of Qualifications (SOQ's) from qualified consultants to conduct an analysis and study of the organizations to identify and evaluate opportunities for improving efficiency, reducing costs and improving customer satisfaction through increased cooperation and collaboration. Consideration should be given to sharing services, joint purchasing and contracting, partnering service specialization and potential unification. CBCWA is acting on behalf of its members, each of which currently provides their own water distribution services.

Project Goals

The Agencies hope to find mutually beneficial alternatives through economies of scale, systems integration, improved services and more efficient use of staff, equipment and capital resources. To be successful, all participants will need to see tangible benefits through improved level of services and/or reduced cost. Water consumers should receive high quality water at the lowest possible cost that will sustain utility operations and infrastructure.

The Communities

Central Brown County Water Authority (CBCWA). CBCWA is a Joint Local Water Authority formed in accordance with Wisconsin State Statute 66.0823. CBCWA is the only such Authority in Wisconsin. Its current six-member configuration was established in December 2003 with the signing of a Water Purchase and Sale Agreement between the Authority and the City of De Pere; Villages of Allouez, Bellevue and Howard; and the Towns of Lawrence and Ledgeview (with the Ledgeview Sanitary District). Each of the six members appoints a single Board member with equal voting rights.

The Authority was created to develop, construct and operate a communal water source and transmission system to bring water to its member communities. Treated water is purchased from Manitowoc Public Utilities and delivered to members through 65 miles of Authority owned pipeline. Each member owns and operates its own internal distribution system.

The Authority is supervised by a Board consisting of one representative from each member community. The Board meets monthly with special meetings called as necessary. A Technical Committee meets in advance of each Board meeting to review operations and plan and evaluate capital improvements for Board consideration. The Authority is staffed by a part time manager with operation and maintenance services provided by Manitowoc Public Utilities under a contract arrangement with the Authority.

In recent years, Authority members have collaborated on various water related projects resulting in significant savings for participants. The Authority has served as a coordinator

and facilitator in bringing some of these efforts to fruition. Based on the success of these efforts, there has been increased interest in expanding collaborative efforts and in considering regional solutions. Individual members have cooperated with Green Bay Water Utility on various projects and have purchased services in lieu of self-performance. The Authority and Green Bay Water Utility have begun discussions related to other potentially mutually beneficial opportunities.

The Authority recently completed a strategic plan that calls for an increased focus on collaboration and a thorough evaluation of shared service opportunities, either independently or in conjunction with Green Bay Water Utility leading to a more centralized and unified approach to the provision of water utility services in the metropolitan Green Bay area

Green Bay Water Utility (GBWU). GBWU is a leading provider of quality, affordable drinking water and water-related services to communities throughout Northeast Wisconsin. Green Bay Water Utility (GBWU) provides drinking water to more than 105,000 people in the City of Green Bay, as well as an additional 40,000 residents by providing water wholesale to the Village of Ashwaubenon (since 2006), Town of Scott (since 2006), Village of Hobart (since 2011) and the Village of Wrightstown (since 2016).

Dating back to the 1886, the Green Bay water system was privately owned and operated. In 1920, the City of Green Bay purchased the water system and continued to operate groundwater supply wells and transmission facilities until 1950s when the water system converted to a Lake Michigan water supply. The water continues to be drawn from Lake Michigan, 27 miles east of Green Bay, just north of Kewaunee.

Today, GBWU serves approximately 35,700 customer accounts with an average day demand of about 18 million gallons per day. The GBWU system is comprised of supply water intakes, a raw water pump station, water treatment plant, parallel finished water transmission mains, nearly 17-million gallons of water storage facilities, 440 miles of water main, 14 pressure-regulating stations and three booster stations. Today, thanks to system upgrades, the maximum pumping capacity has grown to approximately 42 MGD.

Oversight of the Utility, including strategic planning and budgetary matters, is performed by the seven-member Water Commission. The Commission meets monthly as well as conducts ad hoc meetings as necessary. In late 2017, GBWU completed an intensive risk-based analysis of Utility assets, using data highlighting the highest-risk, highest-consequence needs in our system. We are using this data to prioritize asset replacement – including aging infrastructure – going forward. In addition, we completed a utility-wide workforce analysis this year to assess the Utility with regard to optimizing workforce functions, succession planning and alignment to our strategic plan. Our strategic plan – mostly recently updated in 2016 – includes among its six key priorities “maintaining utility viability.” This includes establishing new, or expanding existing, customers’ sales criteria and sales plan as well as finding ways to collaborate with the Central Brown County Water Authority.

Under the Commission’s guidance, the Utility has not only pursued wholesale customers in an effort to maintain affordable water rates for all, but also performs other income-generating services for other communities. These include conducting water billing, payment processing

and customer service support for the City of De Pere's water department, as well as water billing and payment processing for the Village of Wrightstown and Village of Ashwaubenon.

Additional Agencies

On completion of the consultant selection process, and prior to development of a final scope of services, the Agencies may contact other local water utilities to see if there is interest in participation in the project. Additional participation is not required for the project to move forward.

Scope of Services

It is anticipated that the project will include multiple phases. A detailed approach to the project and resulting scope of services, compensation and schedule will be negotiated with the selected consultant.

Operational data quality from participants will range significantly in both availability and quality. Determination of existing services, methods of delivery and costs necessary to evaluate alternatives may be difficult to accomplish using readily available data.

The following is a non-exclusive listing of project phases and elements likely to be included in the final scope of work:

1. Project Plan and Approach
 - a. Develop the Project goals, needs, time line and implementation plan
 - b. Identify key tasks and milestones
2. Presentation and invitation to participate to other Brown County area communities
 - a. Create the structure of the collaboration effort, who will be involved and what issues they should address
3. Data Collection and analysis
 - a. Identify data requirements and expectations for participating organizations
 - b. Conduct meetings and/or interviews with key staff at GBWU, CBCWA and CBCWA member communities to gain a clear understanding of current levels of service, workflow processes, and staffing allocations.
 - c. Quantify existing service levels, delivery methods and costs
 - d. Review current organizational structure and policies/procedures of each organization, summarize inconsistencies that would need to be resolved as a result of recommended changes to service provision.
 - e. Address the impact on CBCWA members and other participants where water functions are integrated into general public works departments and functions
 - f. Develop a strategy for addressing shortcomings in data availability sufficient to allow analysis of alternative approaches to service provision
4. Identification of alternative approaches
 - a. Develop service standards
 - b. Cost benefit analysis
 - c. Governance structures
 - d. Identify legal requirements, including researching local ordinances for potential obstacles

- e. Identify and evaluate the economic impact of the developed models and methods
 - f. Develop and evaluation process and procedure to arrive at a recommended method or methods for the delivery of the Project
 - g. Identify challenges, opportunities, weaknesses, and threats to increased collaboration and the sharing, unification of services
 - h. Identify and quantify efficiencies and cost savings to be gained by proposed strategies
 - i. Identify strategies to improve service or facilitate economic efficiencies.
 - j. Presentation of recommended plan to participating communities governing bodies
5. Implementation assistance
- a. Identify and recommend governance options and organizational structures (including a clear definition of roles and responsibilities) to result in best customer service and cost savings, include steps for phased implementation over time.
 - b. Identify and call out critical path milestones.
 - c. Identify additional resources that may be necessary to implement the recommended organizational structure and schedule. This may include resources necessary to address organizational changes to address federal and state labor laws, liquidation of accrued time, union coordination, etc.
 - d. Develop criteria for future expansion to include other local water utilities
 - e. Conduct salary comparisons of similar staff
 - f. Implementation assistance including agreement assistance and public outreach

Identify and evaluate governance issues and constraints and evaluate based on the potential benefit to the Project's implementation. Make recommendations.

Communication and Questions Regarding the RFQ

Questions and requests for clarification regarding this Request for Qualifications ("RFQ") must be directed, in writing, to both:

Nancy Quirk
General Manager
Green Bay Water Utility
631 S Adams St
Green Bay, WI 54301
nancyqu@greenbaywi.gov

Dave Vaclavik
Manager
Central Brown County Water Authority
3100 Eaton Road
Bellevue, WI 54311
manager@cbcwa.com

Written responses will be provided, in writing, of any clarifications, changes and/or other information deemed to be necessary as addenda to this RFQ to all of the responders to this RFQ. Any amendments to this RFQ will be in writing and will be issued to all persons or businesses that have indicated an interest to receive RFQ amendments. Proposals must be responsive to any issued amendments to be considered.

SUBMITTAL REQUIREMENTS

Ten (10) hard copies of sealed Qualifications Submittals and one (1) electronic copy (PDF) are required to both CBCWA and GBWU and should be clearly marked: **“Utility Cooperation and Collaboration Study.”** Qualifications submittals must be received no later than 2:00 PM on February 23, 2018. Qualification submittals should be addressed as shown above.

Late and/or noncompliant Qualifications Submittals will not be accepted for any reason. To enable CBCWA and GBWU to efficiently evaluate the Qualifications Submittals, Proposers must follow the required format in preparing their Qualifications Submittals.

Each hard copy of the Qualifications Submittals shall be bound using permanent binding to ensure that pages are not lost. Pages shall be no larger than standard letter size 8 ½” X 11” or folded to that dimension. Each section (as set forth below) shall be separated by a tabbed divider.

Each Qualifications Submittal shall be organized in the following format:

- A. **Cover Letter.** Provide a cover letter, signed by a duly constituted official legally authorized to commit the proposer to an eventual agreement. The cover letter must include the name, address, and telephone number of the proposer submitting the proposal and the name, title, address, telephone number, fax number, and email address of the person, or persons, to contact whom are authorized to represent the proposer and to whom correspondence should be directed.
- B. **Project Approach and Understanding.** Provide a detailed description of the Consultant’s proposed approach. Clearly describe and explain the reason for the methods, tasks and products identified
- C. **Project Organization and Team Qualifications.** Identification of all services to be provided by the principal firm and those proposed to be provided by subcontractors and information regarding the firm(s) assigned to the project including size of firm(s) and overall capabilities of each as considered relevant to this project. Provide information regarding all personnel assigned as team members to this project including names, prior experience, position, role and level of responsibility in the project. The Agencies reserve the right to reject any proposed firm or team member or to request their reassignment. The project manager shall be identified by name and shall not be changed without written approval of the Agencies. The principal consulting firm must assume responsibility for any sub-consultant work and shall be responsible for the day to day management and direction of the project.
- D. **Project Coordination and Monitoring.** Describe the process for ensuring effective communication between the Consultant, Stakeholders Group, and the Agencies, and for monitoring progress to ensure compliance with approved timeline, budget, staffing and deliverables.
- E. **Similar Project Experience.** Provide specific examples of comparable work which best demonstrate the qualifications and ability of the team to accomplish the overall goals of the project under financial and time constraints. Provide names, addresses and telephone numbers of clients associated with each of these projects.

Consultant Selection

The RFQs will be initially evaluated by a stakeholders group, consisting of a team of representatives from each Agency. The stakeholder group will evaluate qualifications packages and select a limited number of firms to present to a combined meeting of the CBCWA Board and the GBWU Commission for their joint consideration final selection. If the Agencies and the selected consultant are unable to agree on the terms and conditions of the contract, the Agencies will terminate negotiations and the next most suitable consultant may be contacted for contract negotiations.

Proposals will be evaluated based on the following criteria:

- Thoroughness, quality and conciseness of submittal.
- Project understanding and approach for accomplishing the project objectives.
- Qualifications of the project manager and project team, and proven ability to successfully complete projects of similar scope.
- Team's history and resource capability to perform required services
- Team experience, both together and as individual companies
- Ability to relate to project requirements
- References from past and present clients.

Schedule

The following summarizes milestone dates for the submittals:

Date	Milestone
March 23, 2018	Qualification Submittals due
April 15, 2018	Interviews of finalists
April 30, 2018 (approximate)	Selection and notification of successful team
May 30, 2018 (approximate)	Kickoff Meeting

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 12, 2018

DEPARTMENT: Public Works

FROM: Scott Thoresen

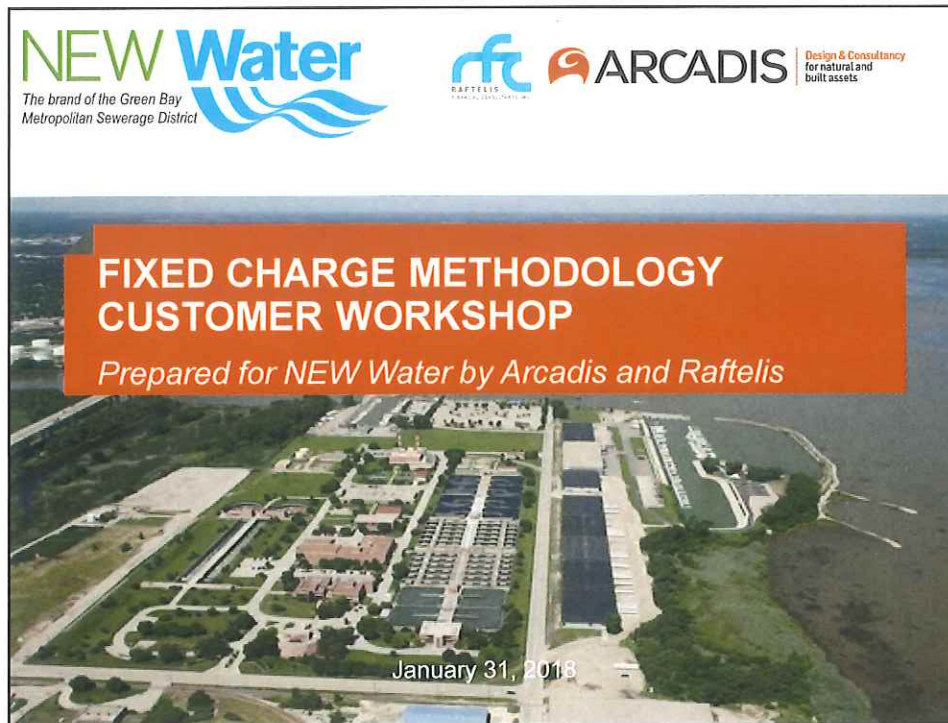
SUBJECT: Discuss Green Bay Metropolitan Sewerage District's Fixed Charge Methodology.

The Green Bay Metropolitan Sewerage District's (GBMSD) recently had a fixed charge methodology customer workshop (See attached). The intent of the workshop was to let their customers know they are considering an alternative fixed charge allocation methodology for their fixed capital costs. In general, customers with higher Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) proportions will pay more to GBMSD. The City has higher BOD and TSS because of the mills therefore the City would pay more than other customers. In the example presented at the workshop De Pere would pay an additional \$374,336 at the 2018 rates. If the GBMSD moves forward with this new alternative it would go into effect for 2019.

The intent of this discussion is to update the Board of Public Works what the GBMSD is considering. No action is required at this time.

ATTACHMENTS:

- Green Bay Metropolitan Sewerage District's Fixed Charge Methodology Customer Workshop (PDF)



1. Introduction

Agenda

1. Introductions
2. History, Roles, Mission, & Today's Purpose
3. Current Fixed Charge Allocation Methodology
4. Alternative Fixed Charge Allocation Methodology
5. Considerations
6. Allocation Results & Customer Impacts of Alternative Methodology
7. Conclusions and Open Discussion

© 2018 NEW Water
Fixed Charge Methodology Customer Workshop

2
History

History of the Fixed Charge

Concept: Implemented to stabilize a portion of annual revenue.

Development: The fixed charge was introduced in 2013 following completion of an Arcadis (f.k.a. Red Oak) Study "Rate Methodology for Cost of Service Allocation".

Methodology: Allocated to each customer based on an average of each customer's portion of flow and loads.

2014 - Began at 15% of total budget.

2017 - Increased to 45% of the budget and changed to capital only.

2018 - Increased to 65% of the budget and remains capital only.

Note: Regardless of the % chosen this is not a new or incremental charge, rather these efforts seek to recover the same total dollar amount overall when combined with the variable flow and strength based charges.

2.1.1 History

Fixed Charge Methodology

2.1.1 History

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2
History

Roles & Mission

Our Role: As part of ongoing support with budget processes and financial modeling analytics Arcadis/NEW Water began developing an alternative to calculate the fixed charge to achieve more consistency with the current fixed asset capital allocation.

Your Role: We have created this stakeholder/customer advisory group to review our findings and provide feedback.

Mission Statement: To serve in an advisory capacity in support of the development of a defensible and equitable Fixed Charge Allocation Methodology.

Status: This is the first of two workshops during the first half of 2018.

End of This Process: We would like to recommend a fixed charge alternative by April 2018 for Commission approval.

Implementation: The goal is to implement an alternative for the 2019 budget.

2.1.2 Roles

Fixed Charge Methodology

2.1.2 Roles

4

2. History

Workshop Purpose

The purpose of the workshop is to review the allocation methods, and select a method for the fixed charge going forward.



- A portion of capital costs (currently 65%) are recovered by a fixed charge. The remaining portion is recovered through flow and strength rates.
- There is currently a difference between the allocation method used for the fixed charge portion of the capital costs and the allocation method used for the remaining portion of capital costs.
- The current fixed charge is allocated to each customer in proportion to the average of the flow and loadings from each customer.

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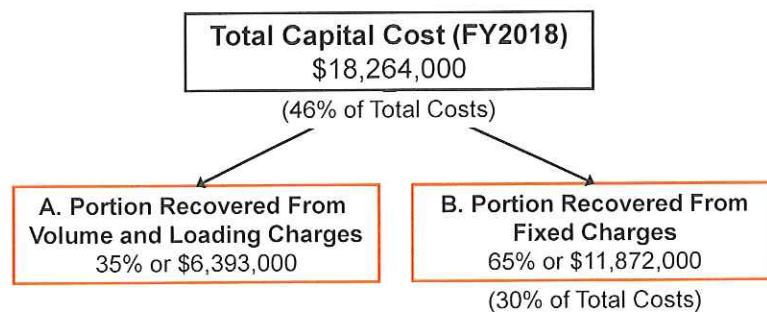
Fixed Charge Methodology Customer Workshop

10/1/2019

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3. Current Approach

Illustration of Current Methodology



10/1/2019

Fixed Charge Methodology Customer Workshop

10/1/2019

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3. Current Approach

Illustration of Current Methodology

A. Portion From Volume & Loading Charges 35% or \$6,393,000

1. Adjust for GP, Mill Charges and Other Revenues
Remaining portion = \$2,814,000

2. Allocate costs to Parameters based on Fixed Asset Allocation

Customer	Flow	BOD	TSS	Phos	TKN
ALL	16.0%	38.7%	38.4%	0.8%	6.0%
ALL	\$0.45M	\$1.09M	\$1.08M	\$0.02M	\$0.17M

3. Distribute costs to Customers based on Flow / Strength Contributions

Customer	Flow	BOD	TSS	Phos	TKN
Customer X	2.7%	6.2%	3.9%	5.0%	6.5%

Customer X Portion = (2.7% x \$0.45M) + (6.2% x \$1.09M) + etc...

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3. Current Approach

Illustration of Current Methodology

B. Portion from Fixed Charge 65% or \$11,872,000

1. Distribute fixed charge to Customers based on Average of Flow / Strength Contributions

Customer	Flow	BOD	TSS	Phos	TKN
Customer X	2.7%	6.2%	3.9%	5.0%	6.5%

Average = 4.85%

Customer X Portion = 4.85% x \$11,872,000

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4
Alternative

Alternatives

Status Quo - No change to the current methodology

Alternative - Allocate Fixed Charge (i) first to cost parameter, and (ii) then to customer

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Fixed Charge Sewerage District's Customer Workshop

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4
Alternative

Illustration of Alternative Methodology

B. Portion from Fixed Charge
65% or \$11,872,000

* Method results in the same customer allocation as if there was no fixed charge, and the costs were recovered through the variable rates

1. Allocate Fixed Charge to Parameters based on Fixed Asset Allocation

Customer	Flow	BOD	TSS	Phos	TKN
ALL	16.0%	38.7%	38.4%	0.8%	6.0%
ALL	\$1.90M	\$4.60M	\$4.56M	\$0.09M	\$0.72M

2. Distribute Fixed Charge to Customers based on Flow / Strength Contributions

Customer	Flow	BOD	TSS	Phos	TKN
Customer X	2.7%	6.2%	3.9%	5.0%	6.5%

Customer X Portion = (2.7% x \$1.90M) + (6.2% x \$4.60M) + etc...

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Fixed Charge Sewerage District's Customer Workshop

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6. Considerations

Considerations

Description	Status Quo (Current Methodology)	Alternative Methodology
Level of Simplicity	Simple to calculate	More complex calculation
Consistency	Inconsistent with how other capital costs are recovered	Consistent with how other capital costs are recovered
Relation to Costs	Less related to how costs are incurred	More related to how costs are incurred
Customer impacts	No change	Some anticipated bill impacts to customers

Navigation icons: back, forward, search, etc.

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6. Impacts

City of De Pere Example

Current Method

1. Allocate Fixed Charge based on Average of Flow / Strength Contributions

Flow	BOD	TSS	Phos	TKN
11.6%	19.9%	12.7%	6.6%	8.5%

Average = 11.9%

Fixed Charge = 11.9% x \$11,872,000
Fixed Charge = \$1,412,393

Alternative Method

1. Allocate Fixed Charge Dollars to Parameters based on Fixed Asset Allocation Percentages

Flow	BOD	TSS	Phos	TKN	Total
16.0%	38.7%	38.4%	0.8%	6.0%	
\$1.90M	\$4.60M	\$4.56M	\$0.09M	\$0.72M	\$11.9M

2. Allocate Fixed Charge to customer based on Flow / Strength Contributions

Flow	BOD	TSS	Phos	TKN
11.6%	19.9%	12.7%	6.6%	8.5%

Fixed Charge = (11.6% x \$1.90M) + (19.9% x \$4.60M) +
(12.7% x \$4.56) + (6.6% x \$0.09M) + (8.5% x \$0.72M)

Fixed Charge = \$1,786,728

Navigation icons: back, forward, search, etc.

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6. Impacts

Village of Pulaski Example

Current Method

1. Allocate Fixed Charge based on Average of Flow / Strength Contributions

Flow	BOD	TSS	Phos	TKN
1.7%	0.2%	0.3%	2.1%	1.5%

Average = 1.17%

Fixed Charge = 1.17% x \$11,872,000
Fixed Charge = \$138,604

Alternative Method

1. Allocate Fixed Charge Dollars to Parameters based on Fixed Asset Allocation Percentages

Flow	BOD	TSS	Phos	TKN	Total
16.0%	38.7%	38.4%	0.8%	6.0%	
\$1.90M	\$4.60M	\$4.56M	\$0.09M	\$0.72M	\$11.9M

2. Allocate Fixed Charge to customer based on Flow / Strength Contributions

Flow	BOD	TSS	Phos	TKN
1.7%	0.2%	0.3%	2.1%	1.5%

Fixed Charge = (1.7% x \$1.90M) + (0.2% x \$4.60M) + (0.3% x \$4.56) + (2.1% x \$0.09M) + (1.5% x \$0.72M)
Fixed Charge = \$68,182

* Arcadis 2019
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6. Impacts

Conclusions

1. The Alternative Methodology will change the fixed charge for most customers by 8% or less. For these customers, the total bill from New Water will change by 3% or less. A few customers will experience greater impacts.
2. In general, customers with BOD and TSS proportions higher than their simple average of all parameters will pay more under the Alternative Methodology than the Current Methodology
3. In general, customers with BOD and TSS proportions lower than their simple average of all parameters will pay less under the Alternative Methodology than the Current Methodology

* Arcadis 2019
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6. Impacts					
Alternative Method is Consistent with Allocations if No Fixed Charge					
If No Fixed Charge					
1. Allocate Costs to Parameters based on Fixed Asset Allocation Percentages					
Flow	BOD	TSS	Phos	TKN	
16.0%	38.7%	38.4%	0.8%	6.0%	
\$1.90M	\$4.60M	\$4.56M	\$0.09M	\$0.72M	
2. Allocate Costs to customer based on Flow / Strength Contributions					
Flow	BOD	TSS	Phos	TKN	
11.6%	19.9%	12.7%	6.6%	8.5%	
Total = (11.6% x \$1.90M) + (19.9% x \$4.60M) + (12.7% x \$4.56) + (6.6% x \$0.09M) + (8.5% x \$0.72M)					
Total = \$1,786,728					
If Fixed Charge - Alternative Method					
1. Allocate Fixed Charge Dollars to Parameters based on Fixed Asset Allocation Percentages					
Flow	BOD	TSS	Phos	TKN	Total
16.0%	38.7%	38.4%	0.8%	6.0%	
\$1.90M	\$4.60M	\$4.56M	\$0.09M	\$0.72M	\$11.9M
2. Allocate Fixed Charge to customer based on Flow / Strength Contributions					
Flow	BOD	TSS	Phos	TKN	
11.6%	19.9%	12.7%	6.6%	8.5%	
Fixed Charge = (11.6% x \$1.90M) + (19.9% x \$4.60M) + (12.7% x \$4.56) + (6.6% x \$0.09M) + (8.5% x \$0.72M)					
Fixed Charge = \$1,786,728					

6. Impacts							
Fixed Charge Summary Using Current Methodology (FY2018)							
Customer	Flow	BOD	TSS	Phos	TKN	Average	Fixed Charge
City of Green Bay	43.04%	42.78%	39.43%	46.10%	44.51%	43.17%	\$5,125,065
City of De Pere	11.64%	19.93%	12.74%	6.62%	8.55%	11.90%	\$1,412,393
Fox River Fiber	2.72%	6.16%	3.92%	4.97%	6.50%	4.85%	\$576,090
Village of Allouez	6.48%	3.82%	5.55%	5.18%	4.87%	5.18%	\$615,022
Village of Ashwaubenon	12.58%	11.26%	13.88%	13.66%	9.52%	12.18%	\$1,446,235
Village of Bellevue	5.58%	4.39%	4.70%	5.57%	5.54%	5.16%	\$612,044
Village of Hobart	1.60%	1.47%	1.92%	1.88%	1.97%	1.77%	\$209,895
Village of Howard	7.64%	4.19%	9.81%	6.03%	9.75%	7.48%	\$888,599
Village of Luxemburg	1.49%	0.26%	0.25%	0.49%	0.55%	0.61%	\$72,258
Village of Pulaski	1.71%	0.22%	0.28%	2.15%	1.46%	1.17%	\$138,604
Village of Suamico	1.69%	2.13%	2.46%	2.57%	2.04%	2.18%	\$258,329
Town of Ledgeview Sanitary District #2	1.47%	1.22%	1.44%	1.85%	1.84%	1.56%	\$185,473
Town of Lawrence - Utility District	0.90%	1.07%	1.76%	1.41%	1.40%	1.31%	\$155,096
Pittsfield Sanitary District	0.11%	0.08%	0.14%	0.11%	0.11%	0.11%	\$13,376
Town of Scott Sanitary District #1	0.51%	0.39%	0.63%	0.52%	0.52%	0.51%	\$60,796
Dyckesville Sanitary District	0.25%	0.19%	0.31%	0.26%	0.26%	0.26%	\$30,301
New Franken Sanitary District	0.13%	0.10%	0.16%	0.13%	0.13%	0.13%	\$15,697
Royal Scott Sanitary District	0.25%	0.19%	0.34%	0.28%	0.27%	0.27%	\$31,822
Bayshore Sanitary District	0.20%	0.16%	0.26%	0.21%	0.21%	0.21%	\$24,790

6.
Impacts

Fixed Charge Summary Using Alternative Methodology (FY2018)

Customer	Flow	BOD	TSS	Phos	TKN	Fixed Charge
Step 1 – Allocate to Parameter	\$1,899,075	\$4,598,904	\$4,563,638	\$94,671	\$715,596	\$11,871,886
Step 2 – Distribute to Customer						
City of Green Bay	43.04%	42.78%	39.43%	46.10%	44.51%	\$4,946,142
City of De Pere	11.64%	19.93%	12.74%	6.62%	8.55%	1,786,728
Fox River Fiber	2.72%	6.16%	3.92%	4.97%	6.50%	564,815
Village of Allouez	6.48%	3.82%	5.55%	5.18%	4.87%	592,009
Village of Ashwaubenon	12.58%	11.26%	13.88%	13.66%	9.52%	1,471,461
Village of Bellevue	5.58%	4.39%	4.70%	5.57%	5.54%	567,413
Village of Hobart	1.60%	1.47%	1.92%	1.88%	1.97%	201,512
Village of Howard	7.64%	4.19%	9.81%	6.03%	9.75%	860,891
Village of Luxemburg	1.49%	0.26%	0.25%	0.49%	0.55%	56,168
Village of Pulaski	1.71%	0.22%	0.28%	2.15%	1.46%	68,182
Village of Suamico	1.69%	2.13%	2.46%	2.57%	2.04%	259,197
Town of Ledgeview Sanitary District #2	1.47%	1.22%	1.44%	1.85%	1.84%	164,227
Town of Lawrence - Utility District	0.90%	1.07%	1.76%	1.41%	1.40%	157,746
Pittsfield Sanitary District	0.11%	0.08%	0.14%	0.11%	0.11%	13,272
Town of Scott Sanitary District #1	0.51%	0.39%	0.63%	0.52%	0.52%	60,323
Dyckesville Sanitary District	0.25%	0.19%	0.31%	0.26%	0.26%	30,048
New Franken Sanitary District	0.13%	0.10%	0.16%	0.13%	0.13%	15,575
Royal Scott Sanitary District	0.25%	0.19%	0.34%	0.28%	0.27%	31,521
Bayshore Sanitary District	0.20%	0.16%	0.26%	0.21%	0.21%	24,656

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Fixed Charge Methodology Customer Workshop

06/12/2018

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6.
Impacts

Fixed Charge Comparison – Current Vs. Alternative Methodology

Customer	Current	Alternative	Difference (\$)	Difference (%)
City of Green Bay	\$5,125,065	\$4,946,142	\$(178,923)	-3.5%
City of De Pere	1,412,393	1,786,728	374,334	26.5%
Fox River Fiber	576,090	564,815	(11,276)	-2.0%
Village of Allouez	615,022	592,009	(23,012)	-3.7%
Village of Ashwaubenon	1,446,235	1,471,461	25,226	1.7%
Village of Bellevue	612,044	567,413	(44,632)	-7.3%
Village of Hobart	209,895	201,512	(8,383)	-4.0%
Village of Howard	888,599	860,891	(27,707)	-3.1%
Village of Luxemburg	72,258	56,168	(16,089)	-22.3%
Village of Pulaski	138,604	68,182	(70,422)	-50.8%
Village of Suamico	258,329	259,197	868	0.3%
Town of Ledgeview Sanitary District #2	185,473	164,227	(21,246)	-11.5%
Town of Lawrence - Utility District	155,096	157,746	2,649	1.7%
Pittsfield Sanitary District	13,376	13,272	(104)	-0.8%
Town of Scott Sanitary District #1	60,796	60,323	(474)	-0.8%
Dyckesville Sanitary District	30,301	30,048	(253)	-0.8%
New Franken Sanitary District	15,697	15,575	(122)	-0.8%
Royal Scott Sanitary District	31,822	31,521	(300)	-0.9%
Bayshore Sanitary District	24,790	24,656	(134)	-0.5%

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Fixed Charge Methodology Customer Workshop

06/12/2018

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6.
Impacts

2018 Total Bill Comparison – Current Vs. Alternative Methodology

Customer	Current Method		Alternative Method		Comparison	
	Fixed Charge	Total Bill	Fixed Charge	Total Bill	Total Bill	Total Bill
	Amount	Amount	Amount	Amount	\$ Difference	%Difference
City of Green Bay	\$5,125,065	\$14,454,434	\$4,946,142	\$14,275,511	(\$178,923)	-1.24%
City of De Pere	\$1,412,393	\$4,488,162	\$1,786,728	\$4,862,497	\$374,335	8.34%
Fox River Fiber	\$576,090	\$1,441,655	\$564,815	\$1,430,380	(\$11,275)	-0.78%
Village of Allouez	\$615,022	\$1,784,148	\$592,009	\$1,761,135	(\$23,013)	-1.29%
Village of Ashwaubenon	\$1,446,235	\$4,135,024	\$1,471,461	\$4,160,250	\$25,226	0.61%
Village of Bellevue	\$612,044	\$1,719,315	\$567,413	\$1,674,684	(\$44,631)	-2.60%
Village of Hobart	\$209,895	\$579,416	\$201,512	\$571,033	(\$8,383)	-1.45%
Village of Howard	\$888,599	\$2,500,257	\$860,891	\$2,472,549	(\$27,708)	-1.11%
Village of Luxemburg	\$72,258	\$234,408	\$56,168	\$218,318	(\$16,090)	-6.86%
Village of Pulaski	\$138,604	\$342,869	\$68,182	\$272,447	(\$70,422)	-20.54%
Village of Suamico	\$258,329	\$708,374	\$259,197	\$709,242	\$868	0.12%
Town of Ledgeview Sanitary District #2	\$185,473	\$500,436	\$164,227	\$479,190	(\$21,246)	-4.25%
Town of Lawrence - Utility District	\$155,096	\$420,176	\$157,746	\$422,826	\$2,650	0.63%
Pittsfield Sanitary District	\$13,376	\$37,616	\$13,272	\$37,512	(\$104)	-0.28%
Town of Scott Sanitary District #1	\$60,796	\$171,078	\$60,323	\$170,605	(\$473)	-0.28%
Dyckesville Sanitary District	\$30,301	\$85,402	\$30,048	\$85,149	(\$253)	-0.30%
New Franken Sanitary District	\$15,697	\$44,143	\$15,575	\$44,021	(\$122)	-0.28%
Royal Scott Sanitary District	\$31,822	\$88,780	\$31,521	\$88,479	(\$301)	-0.34%
Bayshore Sanitary District	\$24,790	\$69,278	\$24,656	\$69,144	(\$134)	-0.19%

7.
Discussion

Next Steps

- Incorporate feedback.
- Second workshop.
- Model implementation.
- 2019 budget process.

7.
Discussion



ARCADIS | Design & Consultancy
for natural and
built assets

Questions?



NEW Water
The brand of the Green Bay
Metropolitan Sewerage District

6/7/2018 2:18 PM 21

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 12, 2018

DEPARTMENT: Public Works

FROM: Tom Blohowiak

SUBJECT: Consider Award for Design & Construction Management for the Municipal Service Center Boiler Replacement.*

The MSC (Municipal Service Center) has two boilers for heating the office area. The boilers are aging and in need of replacement. The City of De Pere would like to upgrade the two units with a more efficient heating source.

The City of De Pere requested quotes for the Design and Construction Management of the project to replace the Boilers at the MSC. The following three quotes were received for consideration.

VENDER	Design Phase	Construction Phase	Total
Rappette Engineering LLC	\$8,000.00	\$1,950.00	\$9,950.00
Performa Inc.	\$13,620.00	\$2,540.00	\$16,160.00
Tweet Garot	\$7,000.00	\$1,550.00	\$8,550.00

Attached

1. RFP for MSC Boiler Replacement Design and Construction Management
2. Tweet/Garot Mechanical Proposal
3. Rappette Engineering LLC Proposal
4. Preforma Inc. Proposal

Staff is recommending the contract be given to Tweet/Garot the lowest proposal for the Design and Construction Management for the Replacement of the MSC Boilers.

ATTACHMENTS:

- MSC Boiler Replacement RFP(PDF)
- Tweet Garot Mechanical Proposal (PDF)
- Rappette Engineering LLC Proposal (PDF)
- Preforma Inc. Proposal (PDF)

Request for Proposals For MSC Boiler Replacement Design and Construction Management

The City of De Pere would like to invite your firm to submit a proposal for the design and construction management in replacing the two MSC Boilers.

Your proposal must be submitted to our office by Wednesday, January 31, 2018 at 3:00 p.m. Proposals can be submitted either by paper copy or via email to Thomas Blohowiak.

BACKGROUND INFORMATION:

The MSC (Municipal Service Center) has two boilers for heating the office area. The boilers are aging and in need of replacement. The City of De Pere would like to upgrade the two units with a more efficient heating source.

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

- Complete a design of the replacement of the two boilers located at the MSC
 - Design shall be compliant with all local and state regulations.
 - Design to accommodate the installation and upgrade of the boiler system not limited to, but also include items listed below.
 - New high efficiency sealed combustion boilers (Cascade control between boilers)
 - Condensate neutralizers for boiler condensate
 - New boiler pumps
 - New boiler venting
 - New fresh air ducted directly to boilers
 - New wye strainers for boilers
 - New bladder style expansion tank (not diaphragm style tank)
 - New air separator
 - Chemical pot feeder with pump include 12 filters for replacement
 - Hot water system treatment
 - Flush system
 - Clean system with a cleaner
 - Flush System to water chemistry that is coming into the building
 - Treat system to boiler manufactures requirements
 - Start Up Reports
 - Factory start up report
 - Hot water system balance report
 - Warranty letter

- Provide detailed plans and details for the replacement of the boiler system.
- Provide technical specifications to be included in bid packet.
- Provide bid items and cost estimate.
- Provide construction management services for the installation of the boiler system.
 - Should include initial site visit with contractor, part time site visits during critical times of construction, final inspection, and review of payment requests from contractor.
- Coordinate and manage the installation of MSC Boilers prior to October 1, 2018.

Meetings

The consultant should include

- Design Phase
 - Kickoff meeting with City Staff, including review of the project site.
 - Final design meeting.
- Construction Management
 - Initial site visit and project kick off meeting with contractor.
 - Periodic site visits during installation.
 - Final meeting and inspection of the MSC Boilers.

The proposed fee schedule is included with this document. If there are any specific work items which the Consultant believes are not identified in any unit price item, but is required to provide a functionally completed project, then the identified specific work items shall be included in the appropriate unit price item.

The City will bid the project. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

A sample consultant agreement is attached.

SCHEDULING:

The proposals will be taken to the Board of Public Works on February 12, 2018 and Common Council on February 20, 2018. We anticipate the design to be completed by April 2018, with bidding of the project to be completed in May or June 2018, and installation to be completed by October 1, 2018.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors,

omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for this project include the following:

1. Provide project plans for boiler replacement in AutoCAD and .pdf for insertion into the bid documents. The City will bid the project on-line with 11"x17" .pdf plan set.
2. Provide technical specifications in a word document for bidding of the MSC Boiler replacement.
3. Provide bid items, quantities, summary of work, and an engineer's estimate. The estimate is to be provided in an Excel document. Provide the remaining items in a Word document.
4. Provide all required permits and regulatory approvals for construction of the MSC Boiler replacement.
5. Provide a timeline of events to include (but not limited to) kick off meeting, design phase, final design, completion of items for bid document, permit applications as needed, state approval (if needed), bid award, and construction/installation.

The City will prepare the bid documents and bid the MSC Boiler replacement project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions. The consultant shall be involved once the contractor has been selected to oversee construction management of the project.

ADDITIONAL INFORMATION:

The City will provide a copy of the current building plans to help spec the proper replacement boiler.

The City will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

For questions, please contact Thomas Blohowiak at 920-339-4072 (EXT 2250), or e-mail at tblohowiak@mail.de-pere.org.

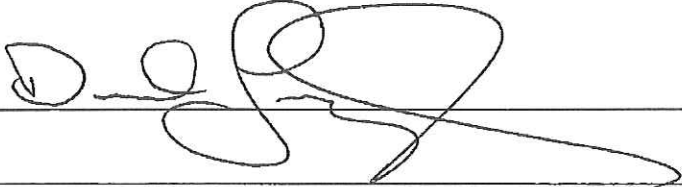
Proposed Fee Schedule

Company Name: Tweet-Garot Mechanical _____

Company Address: 325 Reid Street _____

Company Address: De Pere, WI 54115 _____

Company Representative: Dave Le May _____

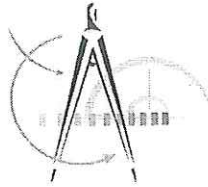
Signature:  _____

MSC Boiler Replacement – Design Phase (bid items)		Fee
Design MSC Boiler Replacement		\$6,100.00
Project Meetings (Two)		\$900.00
		\$
Total Design Fee		\$7,000.00

MSC Boiler Replacement – Construction Phase (bid items)		Fee
Attend Preconstruction meeting		\$450.00
Review shop drawings		\$500.00
Perform Construction Administration		\$300.00
Perform Construction observation		\$300.00
Total Construction Fee		\$1,550.00

Rappette Engineering LLC

Specializing in HVAC Engineering since 1982



Proposal

P.O. Box 28494
Green Bay WI. 54324-0494
Phone: 920-621-7807

Email: mrappette@gmail.com

To:
Tom Blohowiak
Maintenance Supervisor
City of DePere
925 S. Sixth St.
DePere, WI. 54115
920-339-4072 x 2250

DATE: JAN.27TH,2018
Quote# Q1801-R0119
FOR: City of DePere
MSC Boiler

DESCRIPTION	AMOUNT
Design Phase:	
Engineering and Plans for City of Depere MSC Boiler replacement RFP	
Design Phase for Plans Boiler Replacement	7,400.00
Project Design under the State Code IMC-2009 .	
Project Meetings quantity of two required	600.00
Construction Phase:	
Attending Preconstruction meetings	650.00
Review Shop drawings	400.00
Perform Construction Administration	450.00
Perform construction observation	450.00
TOTAL	\$ 9,950.00

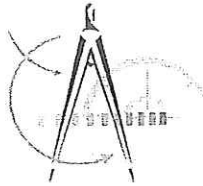
Make all checks payable to: **Rappette Engineering LLC.**
If you have any questions concerning this quotation, Please contact by, E-mail

THANK YOU FOR YOUR BUSINESS!

Attachment: Rappette Engineering LLC Proposal (6651 : Consider Proposals for Design & Construction Management for MSC Boiler

Rappette Engineering LLC

Specializing in HVAC Engineering since 1982



Proposal

P.O. Box 28494
Green Bay Wi. 54324-0494
Phone: 920-621-7807

Email: mrappette@gmail.com

DATE: JAN.27TH,2018
Quote# Q1801-R0119
FOR: City of DePere
MSC Boiler

To:
Tom Blohowiak
Maintenance Supervisor
City of DePere
925 S. Sixth St.
DePere, Wi. 54115
920-339-4072 x 2250

DESCRIPTION	AMOUNT
Design Phase:	
Engineering and Plans for City of Depere MSC Boiler replacement RFP	
Design Phase for Plans Boiler Replacement	7,400.00
Project Design under the State Code IMC-2009 .	
Project Meetings quantity of two required	600.00
Construction Phase:	
Attending Preconstruction meetings	650.00
Review Shop drawings	400.00
Perform Construction Administration	450.00
Perform construction observation	450.00
TOTAL	\$ 9,950.00

Make all checks payable to: **Rappette Engineering LLC.**
If you have any questions concerning this quotation, Please contact by, E-mail

THANK YOU FOR YOUR BUSINESS!

Attachment: Rappette Engineering LLC Proposal (6651 : Consider Proposals for Design & Construction Management for MSC Boiler

Proposed Fee Schedule

Company Name: Performa Inc. _____

Company Address: 124 N Broadway, De Pere, WI, 54115 _____

Company Address: _____

Company Representative: Matt Marek – Vice President of Capital Strategies _____



Signature: _____

MSC Boiler Replacement – Design Phase (bid items)		Fee
Design MSC Boiler Replacement		\$ 12,060
Project Meetings (Two)		\$ 560
Estimated Reimbursables (Including Plan Review)		\$ 1000
Total Design Fee		\$13,620

MSC Boiler Replacement – Construction Phase (bid items)		Fee
Attend Preconstruction meeting		\$ 280
Review shop drawings		\$ 1,420
Perform Construction Administration		\$ 560
Perform Construction observation		\$ 280
Total Construction Fee		\$ 2,540

[Click here to enter text.](#)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 12, 2018

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Local Vehicle Registration Fee Ordinance*

As approved as part of the 2018 budget, the Council approved a new revenue source for the creation of a "Local Vehicle Registration Fee".

As previously discussed, the Council needs to create a vehicle registration fee ordinance in order to implement the vehicle registration fee. The Wisconsin Department of Transportation will then require notification of at least 90 days prior to the first day of the month in which the ordinance is effective. I have attached the proposed ordinance for consideration.

I have also attached a memo that was emailed to Council on 9/27/17 for consideration as part of the 2018 budget process that has additional information regarding the proposed local vehicle registration fee.

Staff recommends approving the ordinance creating the local vehicle registration fee.

If you have any questions please let me know.

ATTACHMENTS:

- Ord 18 XX local vehicle registration fee 3x (DOCX)
- Local Vehicle Registration Fee Memo - 9-18-17 (DOC)

ORDINANCE #18-XX(3)
CREATING SECTION 13-15 DE PERE MUNICIPAL CODE
ENACTING A MOTOR VEHICLE REGISTRATION FEE

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN AS
FOLLOWS:

SECTION 1: Section 13-15 *Motor Vehicle Registration Fee*, is hereby created as follows:

- (a) Purpose and authority. The purpose of this section is to provide the City of De Pere a source of revenue to be used to assist in the costs of repair and reconstruction of existing sidewalk and street improvements. This section is adopted pursuant to the authority granted under Wis. Stats. §341.35, as may be amended from time to time.

- (b) Definitions.

Motor vehicle means an automobile or motor truck registered under Wis. Stats. §341.25(1) at a gross weight of not more than 8,000 lbs.

- (c) Imposition of motor vehicle registration fee.

1. Pursuant to Wis. Stats. §341.35, an annual flat city registration fee as set forth herein, in the amount of twenty dollars (\$20.00) is hereby imposed on all motor vehicles registered in the state of Wisconsin that are customarily kept in the city of De Pere.
2. This fee shall be paid by the registration applicant at the time that the motor vehicle is first registered and at each time of registration renewal.
3. The City registration fee shall be paid as provided in Wis. Stats. §341.35(5).
4. The City registration fee shall be in addition to the State registration fees.

- (d) Administrative costs.

The Wisconsin Department of Transportation shall retain a portion of monies collected equal to the actual administrative costs related to the collection of these fees. As provided in Wis. Stats. §341.35, the method for computing the administrative costs will be reviewed annually by the Wisconsin Department of Transportation.

- (e) Exemptions. The following motor vehicles are exempt from the annual city vehicle registration fee:

1. All vehicles exempted by Wisconsin Statutes Chapter 341 from payment of a state vehicle registration fee.
2. All vehicles registered by the State of Wisconsin under Wis. Stats. §341.26 for a fee of five dollars (\$5.00).

3. No City vehicle registration fee may be imposed on a motor vehicle which is a replacement for a motor vehicle for which a current City vehicle registration fee has been paid.

(f) Deposit of fee revenues.

All monies under the applicable statute and this chapter remitted to the City by the Wisconsin Department of Transportation or other applicable agency shall be deposited into the City's general fund and be used solely assist in the costs of repair and reconstruction of existing sidewalk and street improvements.

SECTION 2: The Clerk-Treasurer is hereby directed to notify the Wisconsin Department of Transportation of the enactment of this ordinance as required under Trans 126 Wis. Admin. Code.

SECTION 4: This ordinance shall take effect July 1, 2018.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Adopted by the Common Council of the City of De Pere, Wisconsin, this ____ day of _____, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: _____

Publication Date: _____

Effective Date: _____

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Larry Delo, City Administrator
Joe Zegers, Finance Director
From: Scott J. Thoresen, Director of Public Works
Date: September 18, 2017
Subject: Local Vehicle Registration Fee

A revenue source to be considered for the 2018 budget would be the creation of a “Local Vehicle Registration Fee”. The State of Wisconsin allows a municipality to create an ordinance imposing a local vehicle registration fee for automobiles or trucks registered under 8,000 lbs. gross vehicle weight. The revenue from the local vehicle registration fee must be used for all transportation related purposes such as street construction and maintenance, sidewalk construction and maintenance, snow plowing, street lighting, traffic signals, street signs, and pavement markings. Currently, state law does not specify the amount to be collected. At this time according to the Wisconsin Department of Transportation (WisDOT) website the following counties and municipalities have established this fee:

- Chippewa County = \$10 – Started January 2015
- Iowa County = \$20 – Started February 2015
- Marathon County = \$25 – Started December 2016
- Milwaukee County = \$30 beginning for March 2017 registrations
- St. Croix County = \$10 – Started January 2008
- City of Appleton = \$20 – Started February 2015
- Arena Township = \$20 – Started April 2015
- City of Beloit = \$20 – Started April 1986
- Village of Eden = \$20 beginning November 2017 registrations
- Fort Atkinson City = \$20 – Started March 2016
- City of Gillett = \$20 – Started July 2015
- Iron Ridge (Village: \$10)
- City of Janesville = \$10 – Started April 2012.
- Kaukauna = \$10 – Started August 2015
- Lodi = \$20 – Started May 2016
- City of Milton = \$30 beginning for April 2017 registrations
- City of Milwaukee = \$20 – Started December 2008
- City of Platteville = \$20 beginning for April 2017 registrations
- City of Portage = \$20 beginning for April 2017 registrations
- Prairie du Sac = \$20 – Started January 2016
- Sheboygan = \$20 – Started February 2016
- Tigerton = \$10 – Started September 2016

WisDOT collects the local vehicle registration fees for the municipality at the time of registration and at each registration renewal. WisDOT does keep an administrative fee of 17 cents per

Attachment: Local Vehicle Registration Fee Memo - 9-18-17 (6652 : Consider Local Vehicle Registration Fee Ordinance)

vehicle application and sends the remaining monies to the municipality on a monthly basis. The monies received by the City go into the City's general fund.

Information on the WisDOT website shows the City currently has approximately 30,000 vehicles that would qualify for the local vehicle registration fee. I believe this number is high because of the surrounding areas that have a 54115 zip code. If the local vehicle registration fee is implemented, I would suggest using a lower estimate for the first year of 20,000 vehicles when establishing a rate. In doing so, a fee of \$20 would hope to generate \$400,000 in revenue for the City. Keep in mind the estimate I am using above is based off of collecting the revenue for an entire year.

In order to create a local vehicle registration fee, a municipality must create an ordinance for a municipal motor vehicle registration fee. The ordinance must define the rate and what the revenues generated will be used for. Something to keep in mind when considering this is the fact that WisDOT will require notification at least 90 days prior to the first day of the month in which the ordinance is effective.

I would recommend the ordinance be defined for the local vehicle registration fee to fund the following:

- **Eliminate Special Assessments for Sidewalk Repairs:** All properties throughout the City are responsible for all maintenance repairs for the sidewalk fronting their property. Every eight (8) years the City goes through the entire community to inspect all sidewalks. If repairs are necessary, the property is notified and they can either hire someone to fix the sidewalk or have the City repair the sidewalk and assess for the repairs. By eliminating the special assessments, property owners throughout the community would not be responsible for the financial costs to repair sidewalks because it would be covered by the revenue from the local vehicle registration fees. The estimated average annual total costs for the sidewalk program is \$150,000.
- **Reduce Bonding for Street Construction Projects:** All remaining revenues after the annual sidewalk repair program is funded would go to partially fund the City's annual street construction projects. By doing this, it allows the City to reduce bonding for annual construction projects.

If you have any questions please let me know.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 12, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider 2018 Storm Lateral Assessment Charge.

The purpose for this item is to establish the special assessment cost for storm main and laterals installed in 2018 in existing residential areas.

Background

In 2014, Section 13.7 (d) of the Municipal Code was updated for the assessment of new storm sewer and storm lateral provided to residential properties in developed areas. A copy of 13-7 (d) has been attached.

Based on the Code, the assessment will be presented to the Board of Public Works each year. The cost for the storm assessment will be based on the previous three year's construction cost for storm sewer and appurtenances on a weighted average for the cost and amount installed on applicable projects. The assessment will be based on the following charges:

- a. 100% of the storm lateral cost will be included in the assessment. This includes the lateral piping and connection to the storm sewer main. The lateral piping cost will be based on an average 30 foot long storm sewer lateral length.
- b. 20% of the storm sewer main will be included in the assessment. The remaining 80% of the storm sewer main will be charged to the storm water utility. Storm sewer main cost will be based on the following:
 - i. 12 inch diameter storm sewer main.
 - ii. Four foot diameter manholes with an average depth of five feet and a spacing of 300 feet.
 - iii. Average lot width of 60 feet.

Staff has reviewed the cost of storm sewer main and laterals for projects in existing developed areas over the last three years. The calculations have been attached. Based on the calculations the special assessment rate for 2018 in existing residential areas is as follows:

- Storm Lateral Assessment - \$1,650.24 per each
- Storm Main Assessment - \$364.24 per parcel

Recommendation

Staff recommends approval of the 2018 storm assessment for existing residential areas as follows:

- Storm Lateral Assessment - \$1,650.24 per each
- Storm Main Assessment - \$364.24 per parcel
- Total for Lateral and Main Assessment - \$2,014.48

ATTACHMENTS:

- Storm Sewer Cost 2018 - Residential (PDF)

2018 Storm Sewer Cost Evaluation - Residential
Summary Based on 2015-2017 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 12/20/2017

Storm Mainline Cost

Item Description	Cost Per LF	Comment
12" Storm Sewer Main	\$44.61	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$5.98	
Mainline Cost Per Street Foot	\$50.59	60 foot wide lot
Cost Per Side of Street	\$25.29	
Cost Per Lot	\$1,517.68	
Assessable Amount (20%)	\$303.54	Remaining 80% funded by Storm Water Utility
Engineering and Administration	\$60.71	
Total Mainline Costs	\$364.24	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,202.41	30 foot average length. Some laterals will be connected to inlets.
Storm Wye Cost	\$172.79	
Assessable Amount (100%)	\$1,375.20	
Engineering and Administration	\$275.04	
Total Lateral Costs	\$1,650.24	

Total Cost

Mainline	\$364.24
Storm Lateral	\$1,650.24
Total Cost	\$2,014.48

Storm Sewer Cost Evaluation - Residential
Summary Based on 2015-2017 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 12/20/17

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-01	ST-04	Remove and Replace 12" PCV or RCP Storm Sewer	LF	648	\$49.00	\$31,776.50	
15-07	ST-01	Remove and Replace 12" PCV or RCP (Class III) Storm Sewer	LF	797	\$50.51	\$40,276.67	
16-02	ST-06	Provide 12" PVC Storm Sewer	LF	609	\$45.00	\$27,405.00	
16-07	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	119	\$62.00	\$7,378.00	
17-01	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	479	\$47.00	\$22,489.50	
17-02	ST-03	Provide 12" PVC or RCP Class III Storm Sewer	LF	1555	\$38.00	\$59,071.00	
17-07	ST-02	Remove and Replace 12" PVC or RCP CL III Storm Sewer	LF	91	\$36.00	\$3,276.00	
Total				4297		\$191,672.67	
Average Cost Per Foot						\$44.61	

Storm Sewer Cost Evaluation - Residential
Summary Based on 2015-2017 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 12/20/17

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	55.89	\$377.00	\$21,070.53	
15-07	ST-06	Install 4' Diameter Storm Manhole	VF	60.30	\$454.61	\$27,412.98	
16-02	ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	73.74	\$275.00	\$20,278.50	
16-07	ST-07	Remove and Replace 4' Diameter Storm Manhole	VF	24.96	\$490.00	\$12,230.40	
17-01	ST-10	Remove and Replace 4' Diameter Storm Manhole	VF	26.80	\$365.00	\$9,782.00	
17-01	ST-12	Provide 4' Diameter Storm Manhole	VF	31.40	\$350.00	\$10,990.00	
17-02	ST-12	Provide 4' Diameter Storm Manhole	VF	96.20	\$310.00	\$29,822.00	
17-07	ST-06	Remove and Replace 4' Diameter Storm Manhole	VF	4.10	\$600.00	\$2,460.00	
Total				373.39		\$134,046.41	
Cost Per Foot						\$359.00	
Cost for a 5 foot Deep Manhole						\$1,794.99	
Average Per Foot Cost with a 300 Foot Spacing						\$5.98	

Storm Sewer Cost Evaluation - Residential
Summary Based on 2015-2017 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 12/20/17

Lateral Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-17	Provide 6" PVC Storm Sewer Lateral	LF	3053	\$42.00	\$128,226.00	
16-07	ST-04	Provide 6" PVC Storm Sewer	LF	187	\$41.00	\$7,667.00	
17-01	ST-06	Provide 6" PVC Storm Sewer Lateral	LF	2463	\$38.00	\$93,605.40	
17-02	ST-05	Provide 6" Storm Sewer Lateral	LF	1564	\$39.50	\$61,785.90	
Total				7268		\$291,284.30	
Average Cost Per Foot						\$40.08	Average length of lateral is based on a 60 foot right of way and several laterals being connected to inlets.
Average Cost per Lot at 30 Feet of Lateral (100% to Resident)						\$1,202.41	

Storm Wye Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-10	Provide 6" Connection (Core or Tee) to 36" Storm Sewer	EA	14	\$200.00	\$2,800.00	
16-02	ST-11	Provide 6" Connection (Core or Tee) to 24" Storm Sewer	EA	14	\$200.00	\$2,800.00	
16-02	ST-12	Provide 6" Connection (Core or Tee) to Existing Storm Sewer on Eighth Street.	EA	15	\$200.00	\$3,000.00	
16-02	ST-13	Provide Storm Tee 15"x6"	EA	12	\$300.00	\$3,600.00	
16-02	ST-14	Provide Storm Tee 12"x6"	EA	9	\$200.00	\$1,800.00	
17-01	ST-07	Provide 12"x6" Storm Tee	EA	7	\$75.00	\$525.00	
17-01	ST-08	Provide 8"x6" Storm Tee	EA	20	\$50.00	\$1,000.00	
17-02	ST-06	Provide Storm Branch 18"x6"	EA	7	\$350.00	\$2,450.00	
17-02	ST-07	Provide Storm Branch 15"x6"	EA	22	\$190.00	\$4,180.00	
17-02	ST-08	Provide Storm Branch 12"x6"	EA	17	\$110.00	\$1,870.00	
17-02	ST-09	Provide Storm Branch 8"x6"	EA	3	\$55.00	\$165.00	
Total				140.00		\$24,190.00	
Average Cost Per Wye						\$172.79	

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 12, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider 2018 Storm Lateral Assessment Charge - Existing Non-Residential Properties.

The purpose for this item is to establish the special assessment cost for storm main and laterals installed in 2018 in existing non-residential areas.

Background

In 2016, Section 13.7 (d) of the Municipal Code was updated for the assessment of new storm sewer and storm lateral provided to commercial properties in developed areas. A copy of 13-7 (d) has been attached.

Based on the Code, the assessment will be presented to the Board of Public Works each year. The cost for the storm assessment will be based on the previous three year's construction cost for storm sewer and appurtenances on a weighted average for the cost and amount installed on applicable projects. The assessment will be based on the following charges:

- a. 100% of the storm lateral cost will be included in the assessment. This includes the lateral piping and connection to the storm sewer main. The lateral piping cost will be based on an average 35 foot long storm sewer lateral length.
- b. 20% of the storm sewer main will be included in the assessment. The remaining 80% of the storm sewer main will be charged to the storm water utility. Storm sewer main cost will be based on the following:
 - i. 18 inch diameter storm sewer main.
 - ii. Four foot diameter manholes with an average depth of five feet and a spacing of 300 feet.

Staff has reviewed the cost of storm sewer main and laterals for projects in existing developed areas over the last three years. The calculations have been attached. Based on the calculations the special assessment rate for 2018 in existing commercial areas is as follows:

- Storm Main Assessment - \$7.43 per foot of parcel frontage
- Storm Lateral Assessment – 6" – \$1,890.72 per each
- Storm Lateral Assessment – 8" – \$1,920.40 per each
- Storm Lateral Assessment – 12" – \$2,049.88 per each

Each individual parcel will have the appropriate lateral sized to accommodate projected runoff needs.

Recommendation

Staff recommends approval of the 2018 storm assessment for existing commercial areas as follows:

- Storm Main Assessment - \$7.43 per foot of parcel frontage
- Storm Lateral Assessment – 6” – \$1,890.72 per each
- Storm Lateral Assessment – 8” – \$1,920.40 per each
- Storm Lateral Assessment – 12” – \$2,049.88 per each

ATTACHMENTS:

- CI-CALC_StormSewerCost-2018-Non-Residential (PDF)

**2018 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to
Two Units per Building
Summary Based on 2015-2017 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 11/09/2017**

Storm Mainline Cost

Item Description	Cost Per LF	Comment
18" Storm Sewer Main	\$55.91	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$5.98	
Mainline Cost Per Street Foot	\$61.89	Remaining 80% funded by Storm Water Utility
Cost Per Side of Street	\$30.95	
Assessable Amount (20%)	\$6.19	
Engineering and Administration (20%)	\$1.24	
Total Mainline Cost Per Front Lot Foot	\$7.43	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,402.81	35 foot average length.
Storm Wye Cost	\$172.79	
Assessable Amount (100%)	\$1,575.60	
Engineering and Administration (20%)	\$315.12	
Total Lateral Costs	\$1,890.72	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
8" Storm Lateral	\$1,453.32	35 foot average length.
Storm Wye Cost (Core)	\$147.01	Average of cost to core pipe
Assessable Amount (100%)	\$1,600.33	
Engineering and Administration (20%)	\$320.07	
Total Lateral Costs	\$1,920.40	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
12" Storm Lateral	\$1,561.22	35 foot average length.
Storm Wye Cost (Core)	\$147.01	Average of cost to core pipe
Assessable Amount (100%)	\$1,708.23	20.00%
Engineering and Administration	\$341.65	
Total Lateral Costs	\$2,049.88	

2018 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building

Summary Based on 2015-2017 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 11/09/2017

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-01	ST-02	Remove and Replace 18" PVC or RCP, CL III Storm Sewer	LF	39	\$65.00	\$2,535.00	
17-02	ST-01	Provide 18" PVC or RCP Class III Storm Sewer	LF	389	\$55.00	\$21,395.00	
Total				428		\$23,930.00	
Average Cost Per Foot						\$55.91	

**2018 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2015-2017 Asphalt Reconstruction and Resurfacing Projects.**

**City of De Pere
Date: 11/09/2017**

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	55.89	\$377.00	\$21,070.53	
15-07	ST-06	Install 4' Diameter Storm Manhole	VF	60.30	\$454.61	\$27,412.98	
16-02	ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	73.74	\$275.00	\$20,278.50	
16-07	ST-07	Remove and Replace 4' Diameter Storm Manhole	VF	24.96	\$490.00	\$12,230.40	
17-01	ST-10	Remove and Replace 4' Diameter Storm Manhole	VF	26.80	\$365.00	\$9,782.00	
17-01	ST-12	Provide 4' Diameter Storm Manhole	VF	31.40	\$350.00	\$10,990.00	
17-02	ST-12	Provide 4' Diameter Storm Manhole	VF	96.20	\$310.00	\$29,822.00	
17-07	ST-06	Remove and Replace 4' Diameter Storm Manhole	VF	4.10	\$600.00	\$2,460.00	
Total				373.39		\$134,046.41	
Cost Per Vertical Foot						\$359.00	
Cost for a 5 foot Deep Manhole						\$1,794.99	
Average Per Foot Cost with a 300 Foot Spacing						\$5.98	

**2018 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2015-2017 Asphalt Reconstruction and Resurfacing Projects.**

**City of De Pere
Date: 11/09/2017**

Lateral Cost

Lateral 6"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-17	Provide 6" PVC Storm Sewer Lateral	LF	3053	\$42.00	\$128,226.00	
16-07	ST-04	Provide 6" PVC Storm Sewer	LF	187	\$41.00	\$7,667.00	
17-01	ST-06	Provide 6" PVC Storm Sewer Lateral	LF	2463	\$38.00	\$93,605.40	
17-02	ST-05	Provide 6" Storm Sewer Lateral	LF	1564	\$39.50	\$61,785.90	
Total				7268		\$291,284.30	
Average Cost Per Foot						\$40.08	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,402.81	Average length of lateral is based on a 70 foot right of way.

Lateral 8"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-02	Install 8" PVC Storm-Roof Drains	LF	693	\$46.47	\$32,203.71	
16-02	ST-08	Provide 8" PVC Storm Sewer	LF	541	\$42.00	\$22,722.00	
16-07	ST-03	Provide 8" PVC Storm Sewer	LF	266	\$39.00	\$10,374.00	
17-01	ST-05	Provide 8" PVC Storm Sewer	LF	1041	\$40.00	\$41,620.00	
17-02	ST-04	Provide 8" PVC Storm Sewer	LF	190	\$34.00	\$6,460.00	
Total				2731		\$113,379.71	
Average Cost Per Foot						\$41.52	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,453.32	Average length of lateral is based on a 70 foot right of way.

Lateral 12"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-01	ST-04	Remove and Replace 12" PCV or RCP Storm Sewer	LF	648	\$49.00	\$31,776.50	
15-07	ST-01	Remove and Replace 12" PCV or RCP (Class III) Storm Sewer	LF	797	\$50.51	\$40,276.67	
16-02	ST-06	Provide 12" PVC Storm Sewer	LF	609	\$45.00	\$27,405.00	
16-07	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	119	\$62.00	\$7,378.00	
17-01	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	479	\$47.00	\$22,489.50	
17-02	ST-03	Provide 12" PVC or RCP Class III Storm Sewer	LF	1555	\$38.00	\$59,071.00	
17-07	ST-02	Remove and Replace 12" PVC or RCP CL III Storm Sewer	LF	91	\$36.00	\$3,276.00	
Total				4297		\$191,672.67	
Average Cost Per Foot						\$44.61	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,561.22	Average length of lateral is based on a 70 foot right of way.

Attachment: CI-CALC_StormSewerCost-2018-Non-Residential (6663 : Consider 2018 Storm Lateral Assessment Charge - Existing Non-

**2018 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2015-2017 Asphalt Reconstruction and Resurfacing Projects.**

**City of De Pere
Date: 11/09/2017**

Connection Cost

Storm Wye Cost (6")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-10	Provide 6" Connection (Core or Tee) to 36" Storm Sewer	EA	14	\$200.00	\$2,800.00	
16-02	ST-11	Provide 6" Connection (Core or Tee) to 24" Storm Sewer	EA	14	\$200.00	\$2,800.00	
16-02	ST-12	Provide 6" Connection (Core or Tee) to Existing Storm Sewer on Eighth Street.	EA	15	\$200.00	\$3,000.00	
16-02	ST-13	Provide Storm Tee 15"x6"	EA	12	\$300.00	\$3,600.00	
16-02	ST-14	Provide Storm Tee 12"x6"	EA	9	\$200.00	\$1,800.00	
17-01	ST-07	Provide 12"x6" Storm Tee	EA	7	\$75.00	\$525.00	
17-01	ST-08	Provide 8"x6" Storm Tee	EA	20	\$50.00	\$1,000.00	
17-02	ST-06	Provide Storm Branch 18"x6"	EA	7	\$350.00	\$2,450.00	
17-02	ST-07	Provide Storm Branch 15"x6"	EA	22	\$190.00	\$4,180.00	
17-02	ST-08	Provide Storm Branch 12"x6"	EA	17	\$110.00	\$1,870.00	
17-02	ST-09	Provide Storm Branch 8"x6"	EA	3	\$55.00	\$165.00	
Total				140		\$24,190.00	
Average Cost Per Wye						\$172.79	

Core Storm Tee Cost (8" & 12")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-11	Core Drill Existing Main with NPC Kor-N-Tee	EA	8	\$202.05	\$1,616.40	
17-01	ST-09	Core Drill Existing Main with NPC Kor-N-Tee	EA	20	\$125.00	\$2,500.00	
Total				28		\$4,116.40	
Average Cost Per Connection/Core						\$147.01	

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 12, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Quote for 2018 Materials Testing and Soil Borings.*

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2018 construction projects. The total cost of this work was estimated using 2017 final quantities as follows:

Materials Testing	Estimate
ECS	\$22,181.10
PSI	\$23,454.10
BATC	\$23,656.10

Soil Boring	Estimate
ECS	\$3,180.00
PSI	\$3,330.00

The staff recommendation is to accept the quote from ECS Midwest, LLC for the Material Testing estimated at \$22,181.10 and the quote from ECS Midwest, LLC for the Soil Boring estimated at \$3,180.00. Funds for this work are budgeted in the various capital projects accounts.

ATTACHMENTS:

- RFP Comparison (PDF)
- City of De Pere - Soil Testing Services - 2018 Construction (203)_ECS (PDF)
- CE_BATC 2018 Soil Testing Services Proposal_02.02.2018 (PDF)
- Proposal No. 0093-233110 - CMT.GEO - COD 2018 Annual Contract_PSI (PDF)

RFP Comparisons

3.8.a

Item	Unit	PSI Cost	BATC	ECS	Cost with 2017 Quantities for all Except Boring			2017	Assumed Quantities	
					PSI Cost	BATC Cost	ECS Cost		PSI Cost	ECS Cost
Engineering Services		Fee	Fee	Fee				Quantity		
Project Manager	Per hour	\$60.00	\$60.00	\$60.00	\$3,360.00	\$3,360.00	\$3,360.00	56.00		
Project Engineer	Per hour	\$80.00	\$80.00	\$95.00	\$0.00	\$0.00	\$0.00	0.00		
Staff Engineer	Per hour	\$60.00	\$60.00	\$75.00	\$0.00	\$0.00	\$0.00	0.00		
Field Technician										
Senior Technician	Per hour	\$44.00	\$44.00	\$36.00	\$5,869.60	\$5,869.60	\$4,802.40	133.40		
Technician	Per hour	\$35.00	\$35.00	\$36.00	\$7,815.50	\$7,815.50	\$8,038.80	223.30		
Clerical	Per hour	\$30.00	\$30.00	\$25.00	\$1,635.00	\$1,635.00	\$1,362.50	54.50		
Mileage	Per mile	\$0.25	\$0.25	\$0.55	\$397.00	\$397.00	\$873.40	1,588.00		
Laboratory Testing Services										
Standard Proctor	Per each	\$105.00	\$105.00	\$114.00	\$0.00	\$0.00	\$0.00	0.00		
Modified Proctor	Per each	\$115.00	\$115.00	\$114.00	\$115.00	\$115.00	\$114.00	1.00		
Concrete Compression Test (Cylinder by Company)	Per each	\$11.00	\$12.00	\$10.00	\$2,222.00	\$2,424.00	\$2,020.00	202.00		
Concrete Compression Test (Cylinder by City)	Per each	\$11.00	\$12.00	\$10.00	\$0.00	\$0.00	\$0.00	0.00		
Handling of Backup Cylinders	Per each	\$11.00	\$5.00	\$10.00	\$0.00	\$0.00	\$0.00	0.00		
Aggregate Sieve Analysis	Per each	\$60.00	\$60.00	\$50.00	\$60.00	\$60.00	\$50.00	1.00		
Atterberg Limits	Per each	\$45.00	\$45.00	\$45.00	\$0.00	\$0.00	\$0.00	0.00		
Permeability, Granular Soils	Per each	\$300.00	\$225.00	\$245.00	\$0.00	\$0.00	\$0.00	0.00		
Permeability, Cohesive Soils	Per each	\$325.00	\$275.00	\$295.00	\$0.00	\$0.00	\$0.00	0.00		
Field Technician Services										
Sample Pickup	Per each	\$50.00	\$50.00	\$75.00	\$100.00	\$100.00	\$150.00	2.00		
Support Vehicle	Per mile	\$0.25	\$0.25	\$0.55	\$0.00	\$0.00	\$0.00	0.00		
Nuclear Density Gauge	Per ½ day	\$25.00	\$25.00	\$30.00	\$0.00	\$0.00	\$0.00	0.00		
Nuclear Density Gauge	Per day	\$40.00	\$40.00	\$30.00	\$1,880.00	\$1,880.00	\$1,410.00	47.00		
MATERIAL TESTING TOTAL COST					\$23,454.10	\$23,656.10	\$22,181.10			
Soil Boring										
Mobilization	Per each	\$250.00		\$200.00				2.00	\$500.00	\$400.00
Soil Boring	Per vertical foot	\$12.00		\$12.00				90.00	\$1,080.00	\$1,080.00
Report	Per each	\$800.00		\$850.00				2.00	\$1,600.00	\$1,700.00
SOIL BORING TOTAL COST									\$3,330.00	\$3,180.00

Attachment: RFP Comparison (6639 : Consider Quote for 2018 Materials Testing and Soil Borings*)


ECS MIDWEST, LLC
"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

February 1, 2018

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

ECS Proposal No: 59:203

Re: Soil Testing Services - 2018 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 2018 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 2018, 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. Troy Vetort in our Green Bay office at (920) 347-9040.

Respectfully submitted,

Mark E. King, P.E.
 Group Manager

Attachment: City of De Pere - Soil Testing Services - 2018 Construction (203)_ECS (6639 : Consider Quote for 2018 Materials Testing and Soil

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Mark King

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$60.00	Per hour
Project Engineer	\$95.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$36.00	Per hour
Technician	\$36.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.55	Per mile
Laboratory Testing Services		
Standard Proctor	\$114.00	Per each
Modified Proctor	\$114.00	Per each
Concrete Compression Test (Cylinder by Company)	\$10.00	Per each
Concrete Compression Test (Cylinder by City)	\$10.00	Per each
Handling of Backup Cylinders	\$10.00	Per each
Aggregate Sieve Analysis	\$50.00	Per each
Atterberg Limits	\$45.00	Per each
Permeability, Granular Soils	\$245.00	Per each
Permeability, Cohesive Soils	\$295.00	Per each
Field Technician Services		
Sample Pickup	\$75.00	Per each
Support Vehicle	\$0.55	Per mile
Nuclear Density Gauge	\$30.00	Per ½ day
Nuclear Density Gauge	\$30.00	Per day
Soil Boring		
Mobilization	\$200.00	Per each
Soil Boring	\$12.00	Per vertical foot
Report	\$850.00	Per each

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 improvements during the performance of its Services. CLIENT understands that use of exploration, boring, sampling, or testing equipment may cause minor, 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 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 well as information readily and customarily available from public utility local 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 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 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 otherwise 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 the 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, 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, 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 affecting 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 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 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) 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 can 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, its 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 subcontractants.
- 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 Consumer Price Index (CPI-U) for all items as established by www.bls.gov when CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of 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 E invoices, and that timely payment is a material consideration for this agreement. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with 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 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-(1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of 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 invoice amount in dispute. All payments will be applied to accrued interest first and then 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, or any other event unrelated to ECS provision of Services. Retainage shall be withheld from any payment, nor shall any deduction be made from any invoice account of penalty, liquidated damages, or other sums incurred by CLIENT. 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 obtaining a lien, recovery under a bond, collecting any delinquent amounts due executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of the 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 is not 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 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 consultants 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. CLIENT is responsible for requesting specific inclusions or limits of coverage that are present in ECS insurance package. The cost of such inclusions or coverage increase 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, PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURY 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 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 or 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 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 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, without 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 schedule 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 success assigns, heirs and legal representatives of such other party with respect to all covenants made in 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 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 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 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 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 the Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start-up authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound by 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 service 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 >

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2018 CONSTRUCTION SEASON
CITY OF DE PERE, WISCONSIN**

CLIENT:

**MR. CHASE K. KUFFEL, P.E.
ASSISTANT CITY ENGINEER**

DATE:

JANUARY 26, 2018



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

January 26, 2018

Mr. Chase K. Kuffel, P.E.
Assistant City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2018 Construction Season
City of De Pere, Wisconsin

Mr. Kuffel,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2018 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted two (2) bound copies of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

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

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

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

Attachment: CE_BATC 2018 Soil Testing Services Proposal_02.02.2018 (6639 : Consider Quote for 2018 Materials Testing and Soil Borings*)

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City of De Pere

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1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2018 Construction Season. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC

3125 Birch Road, Suite B

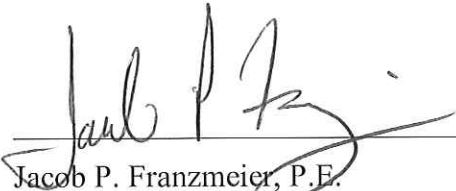
Suamico, WI 54173

Phone: 920-660-5246

Fax: 920-544-9693

Email: jake@bayareateesting.com

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



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

1/26/18
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 2018 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 2018 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 2018 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 14 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 25 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.

Matt Scriven

Senior Engineering Technician

Matt has over 10 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, concrete coring, and many more. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and aggregate sieve analysis, and many more. Matt is certified to perform all of the field and laboratory testing with the exception of the asphalt mix laboratory testing.

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Austin Dier, CET
Engineering Technician

Austin has over 5 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

Ethan Bornick, CET
Engineering Technician

Ethan has over 5 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 and 2016 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, Green Bay, Wisconsin
BATC performed 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, and construction observations.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780

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➤ Titletown – Bellin Clinic, Ashwaubenon, Wisconsin

BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.

Contracting Party: Miron Construction Company

Project Contact: Chad Theilman

Contact Number: 920-585-3780

➤ City of Kaukauna – Project 1-17, Kaukauna, Wisconsin

BATC performed the construction materials testing contract for the City of Kaukauna Project 1-17, 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 is currently performing all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.

Contracting Party: Aurora Baycare Medical Center

Project Contact: Barbara Johnson

Contact Number: 920-288-4033

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- Agropur Expansion and Renovations, Luxemburg and Weyauwega, Wisconsin
BATC performed all inspections and testing for the general contractor on the cheese plant expansions and renovations including building additions, parking lot expansions, and wastewater treatment plant construction including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780

- Belmark Building Additions and Expansions on Multiple Buildings, De Pere, Wisconsin
BATC performed all inspections and testing for the general contractor on multiple building and parking lot expansions to the plant including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: The Boldt Company
Project Contact: Tony Meeuwsen
Contact Number: 920-450-3255

- Appleton Medical Center Hybrid OR Expansion, Appleton, Wisconsin
BATC performed all inspections and testing for the general contractor on a hospital building expansion including, but not limited to: soil subgrade bearing capacity verification, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, sprayed applied fireproof testing, reinforcing steel observations, and construction observations.
Contracting Party: The Boldt Company
Project Contact: Matt Peterson
Contact Number: 920-225-6259

- Wrightstown Water Transmission Main Project, Brown County, Wisconsin
BATC is currently performing testing for the general contractor on a water transmission main project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
Contracting Party: Carl Bowers and Sons Construction
Project Contact: Bill Bowers
Contact Number: 920-419-4950

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6.0 FEE SCHEDULE

BATC FEE SCHEDULE 2018

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	\$60.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	\$110.00/Each
3.	Moisture Content of Soils (ASTM D2216)	\$7.50/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	\$40.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	\$45.00/Each
6.	Standard Proctor Test (ASTM D698)	\$105.00/Each
7.	Modified Proctor Test (ASTM D1557)	\$115.00/Each
8.	Hydrometer Test (ASTM D422)	\$70.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	\$170.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	\$225.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	\$275.00/Each
12.	Organic Content of Soils (D2974)	\$40.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	\$30.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	\$25.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	\$30.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	\$150.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	\$270.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	\$240.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	\$65.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	\$65.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	\$60.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	\$140.00/Test
23.	Visual Examination of Chert in Aggregate	\$25.00/Test

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	\$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	\$80.00/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)	\$12.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$38.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$18.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$5.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$20.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$8.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$9.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$40.00/Each
35.	Case of Cylinder Molds	\$28.00/Case
36.	Mileage	\$0.25/Mile
37.	Nuclear Gauge Rental	\$25.00/½ 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)	\$16.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

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Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	\$80.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	\$60.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	\$44.00/hour
45.	Matt Scriven, Senior Engineering Technician	\$44.00/hour
47.	Austin Dier, Engineer Technician	\$35.00/hour
48.	Ethan Bornick, Engineer Technician	\$35.00/hour
49.	Engineering Technician, Full-time	\$35.00/hour
50.	Administrative Assistant	\$30.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2018 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

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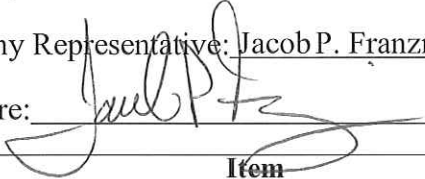
Proposed Fee Schedule

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: 

Item	Fee	Unit
Engineering Services		
Project Manager	60.00	Per hour
Project Engineer	80.00	Per hour
Staff Engineer	60.00	Per hour
Field Technician		
Senior Technician	44.00	Per hour
Technician	35.00	Per hour
Clerical	30.00	Per hour
Mileage	0.25	Per mile
Laboratory Testing Services		
Standard Proctor	105.00	Per each
Modified Proctor	115.00	Per each
Concrete Compression Test (Cylinder by Company)	12.00	Per each
Concrete Compression Test (Cylinder by City)	12.00	Per each
Handling of Backup Cylinders	5.00	Per each
Aggregate Sieve Analysis	60.00	Per each
Atterberg Limits	45.00	Per each
Permeability, Granular Soils	225.00	Per each
Permeability, Cohesive Soils	275.00	Per each
Field Technician Services		
Sample Pickup	50.00	Per each
Support Vehicle	0.25	Per mile
Nuclear Density Gauge	25.00	Per ½ day
Nuclear Density Gauge	40.00	Per day
Soil Boring		
Mobilization	N/A	Per each
		Per vertical
Soil Boring	N/A	foot
Report	N/A	Per each

Professional Service Industries, Inc.
2740-F Packerland Drive
Green Bay, Wisconsin 54313
920.592.9540
www.intertek.com/building

Mr. Chase Kuffel
City of De Pere – Assistant City Engineer
925 South Sixth Street
De Pere, WI 54115-1199

Subject: Proposal for Construction Materials and Soil Testing Services
2018 Annual Construction and Soil Testing Contract
City of De Pere

Dear Mr. Kuffel,

In accordance with your request, Professional Services Industries, Inc. (PSI), an Intertek Company, is pleased to submit this proposal for providing construction materials and soil testing services for the above referenced project. The purpose of the services provided by this proposal will be to determine whether the construction observed and materials tested are in compliance with the project specifications within the scope of our work. A brief description of our understanding of the project, scope of work to be provided, proposed method of performance and associated fees is included herein.

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, and the extent of our involvement.

Project Description

It is understood that the City of De Pere plans to select a firm to perform construction testing services during the 2018 Capital Improvement Program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction within the City of De Pere.

Scope of Work

Professional Service Industries, Inc. (PSI) proposes to provide the following construction monitoring and testing quality control program to document whether the construction observed and the materials tested are in conformance with the project's contract documents.



Earthwork Testing

Provide an engineering technician on a part time basis during the grading phase of the project to:

- Perform field density testing by nuclear gauge method to assess degree of compaction during placement of engineered fill, backfill, and base materials.
- Prior to the commencement of these activities, at the request of the City of De Pere, the proposed fill and subbase materials will be sampled to determine their suitability for use on the project.
- When fill materials have been selected, Moisture Density Relationship Testing will be performed for each soil type.

Reinforced Concrete Testing

Provide an engineering technician (ACI certified concrete technician) during placement of structural concrete for foundations, walls, columns, and slabs to:

- Perform field quality control tests and cast cylinder specimens during the placement of concrete as required per project specifications.
- Pick up and deliver concrete test specimens to our laboratory for curing and compressive strength testing.

Asphalt Testing

Provide an engineering technician on a part time basis during pavement construction to:

- Check placement of aggregate base and perform field density testing.
- Monitor placement of asphaltic concrete in regard to thickness, temperature and compaction.

Soil Borings

Provide a drill crew and truck-mounted drill rig to perform subsurface explanations, as required by City personnel. The amount of drilling and boring locations will be determined by City personnel on a job-to-job basis.



Other Services

In addition to the construction testing services described above, PSI can also provide field and laboratory testing and consultation services in numerous other construction areas. These services include floor flatness testing and fireproofing, as well as various specialized laboratory tests. PSI has experienced materials technicians and engineers, to provide laboratory testing and on-site observation and documentation services. In expanding the construction testing and consultation services to include these other areas, we can offer greater assurance that the work is executed in compliance with the project specifications by means of interdisciplinary communications and efficient problem solving.

Method of Performance

PSI will provide experienced technicians and/or engineers whose principal duty will be to document through testing and visual observations, whether the quality of the construction materials tested are in conformance with the project's construction documents, within the limits of our authorized scope of services. These individuals will be trained in all aspects of the field testing they perform and will have proven their testing capabilities on previous projects.

A project engineer will also be assigned to the project to provide engineering review, management and consultation services as required during the project. Their responsibility is to ensure the quality and integrity of our field and lab services, and provide assistance as required. The initial project set-up and staffing will be the responsibility of our project manager. Technical Consultants will also be available for the project to provide consultation and engineering as required during the project. Results of the field tests will be verbally issued to the contractor at the end of each day. Final reports will be typewritten and issued monthly, or as directed by the client, during the duration of the project.

Project Reporting

PSI representative's will input all field data in a handheld field phone through the PSI QESTField operating system, and then the reports will be distributed to the client electronically through the PSI Construction Hive.

The field report turnaround time for daily inspections is in as little as one day from the initial inspection. The compressive strength report turnaround time is in as little as the same day from the date of the test.

Please note that our services do not include supervision or direction of the actual construction work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.



Fees

Professional Service Industries, Inc. (PSI) proposes to provide the above referenced services on a unit charge basis in accordance with the City's Proposed Fee Schedule, PSI's Standard Fee Schedules 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. If necessary, approval for any additional work and related costs beyond the estimated total will be obtained from the client prior to its performance. We request that the field services be scheduled at least 24 hours in advance.

Closing

PSI will proceed with the work on the basis of your written authorization, please acknowledge receipt and acceptance of the agreement by signing, and return one copy for our files. PSI will not be able to submit any written reports until we have received an executed copy of this proposal. If there are any questions regarding this agreement or other matters, please do not hesitate to call. PSI looks forward to working with you on this project.

We sincerely appreciate this opportunity to offer our services. If you have any questions concerning this proposal or if additional information is needed, please contact us at any time. We are looking forward to working with you on this project.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Cody M. Williquette
Branch Manager

Attachments: Proposal Acceptance;
Fee Schedules (2);
City of De Pere Fee Schedule;
General Conditions

Attachment: Proposal No. 0093-233110 - CMT.GEO - COD 2018 Annual Contract_PSI (6639 : Consider Quote for 2018 Materials Testing and Soil



Remarks

Unit prices are in effect for twelve months from the date of this proposal and are subject to change without notice thereafter. PSI must receive signed authorization from the client before twelve months pass in order for PSI to guarantee the unit prices proposed herein.

Please notify PSI before 3:00 pm the day before our services are required for the scheduling or cancellation services. After that time, we will make every effort to schedule or cancel, but we cannot guarantee results. Same day service will be billed at the rate according to availability of personnel. Day of call-ins will result in an additional 0.5 hour of project engineer for coordination.

Allow 4 working days for tests and evaluation of soil samples. A 50% surcharge will apply to rush laboratory work.

Services are portal-to-portal with a minimum of 3 hours for site visits. Fractions of hours will be rounded up to the nearest hour for billing purposes.

An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday or holidays; for work scheduled outside the hours of 7:00 a.m. to 5:00 p.m.; or for more than eight (8) hours per day.

A \$150.00 setup fee applies for initial project specification review and project setup. An engineering review charge of 0.5 hour per technician day for coordination, communication, supervision, and report review and 0.5 hour per set of compressive strength specimens are applicable. The prices listed above include unlimited email distribution of PSI reports.

The Client holds PSI harmless for delays in construction caused by unanticipated conditions at the subject project. These delays may require PSI to dispatch an Engineer at the earliest possible time to assess the conditions and provide corrective recommendations. Declarations for compacted fill in buildings, roadways or utility trenches will be provided for those areas identified by a certified site grading stake out and monitored on a full-time basis by this office. These declarations will be in effect for 90 days after completion of fill operations monitored by this office. Delay in starting actual construction of improvements may be cause for this office to perform additional tests at the client's expense to verify that conditions remain unchanged from the last day of PSI's full-time soil fill control inspection.

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS _____ • DAY OF _____, 2018.

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. Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ Email: _____

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

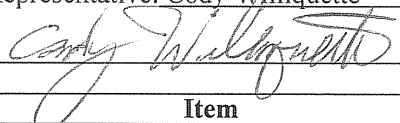
Proposed Fee Schedule

Company Name: Intertek - Professional Service Industries, Inc. (PSI)

Company Address: 2740 Packerland Drive, Suite F

Company Address: Green Bay, Wisconsin 54313

Company Representative: Cody Williquette

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$60.00	Per hour
Project Engineer	\$80.00	Per hour
Staff Engineer	\$60.00	Per hour
Field Technician		
Senior Technician	\$44.00	Per hour
Technician	\$35.00	Per hour
Clerical	\$30.00	Per hour
Mileage	\$0.25	Per mile
Laboratory Testing Services		
Standard Proctor	\$105.00	Per each
Modified Proctor	\$115.00	Per each
Concrete Compression Test (Cylinder by Company)	\$11.00	Per each
Concrete Compression Test (Cylinder by City)	\$11.00	Per each
Handling of Backup Cylinders	\$11.00	Per each
Aggregate Sieve Analysis	\$60.00	Per each
Atterberg Limits	\$45.00	Per each
Permeability, Granular Soils	\$300.00	Per each
Permeability, Cohesive Soils	\$325.00	Per each
Field Technician Services		
Sample Pickup	\$50.00	Per each
Support Vehicle	\$0.25	Per mile
Nuclear Density Gauge	\$25.00	Per ½ day
Nuclear Density Gauge	\$40.00	Per day
Soil Boring		
Mobilization	\$250.00	Per each
		Per vertical foot
Soil Boring	\$12.00	
Report	\$800.00	Per each

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)
CONSTRUCTION TESTING AND ENGINEERING STANDARD FEE SCHEDULE

ENGINEERING SERVICES

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation.

Project Engineer	\$80.00/Hour	Staff Engineer	\$60.00/Hour
Project Manager	\$60.00/Hour	Clerical	\$30.00/Hour
		Project Set-Up Fee (one-time fee)	\$150.00/Lump

FIELD TESTING SERVICES

Technical services for on-site monitoring and testing of materials for earthwork, foundations, concrete, masonry, structural steel, fireproofing, roofing, and pavement construction.

Sample Pick Up	\$50.00/Each	Nuclear Density Gauge	\$40.00/Day
Senior Engineering Technician	\$44.00/Hour	Nuclear Density Gauge	\$25.00/Half Day
Engineering Technician	\$35.00/Hour	Support Vehicle	\$0.25/Per Mile
Structural Technician	\$70.00/Hour	Concrete Cylinder Molds	\$30.00/box(20)
Mobilization of Drilling Equip.	\$250.00/Hour	Drilling Support Truck	\$50.00/Day

LABORATORY TESTING SERVICES

Concrete Compression Test		Density with Moisture Content	\$25.00/Each
Cylinder Cast by PSI	\$11.00/Each	Organic Content (Loss on Ignition)	\$25.00/Each
Cylinder Cast by City	\$11.00/Each	Percent Finer No. 200	\$30.00/Each
Spare Cylinder	\$11.00/Each	Grain size - Mechanical	\$60.00/Each
Concrete Core Compression Test	\$30.00/Each	Grain size - Hydrometer	\$75.00/Each
Aggregate Sieve Analysis	\$65.00/Each	Atterberg Limits	\$45.00/Each
Mortar Cube Compression Test	\$9.50/Each	Standard Proctor	\$105.00/Each
Grout Cylinder Compression Test	\$15.00/Each	Modified Proctor	\$115.00/Each
CMU Compression Test	\$30.00/Each	California Bearing Ratio	\$150.00/Each
Asphalt Core Density	\$25.00/Each	Permeability, Granular Soil	\$225.00/Each
MTSG Test	\$50.00/Each	Permeability, Cohesive Soil	\$275.00/Each
Asphalt Extraction/Gradation	\$150.00/Each	Sample Prep/Remolding	\$35.00/Each
Marshall Density Test	\$135.00/Each	Permeability, Granular Soils	\$300.00/Each
Moisture Content	\$5.00/Each	Permeability, Cohesive Soils	\$325.00/Each

REMARKS - Personnel charges will be based on a portal-to-portal basis; **a minimum charge of 3 hours will apply for all Field Testing Services.** One (1) day advance scheduling is requested for all field testing services; same-day scheduling will be subject to a premium rate of 1.3 times the standard rate. Where a support vehicle is not needed, a transportation charge of \$0.50 per mile will be added for travel to and from the site, and other job related travel. Project Engineer for contract administration, scheduling, report review and consultation will be charged to all reports at a minimum rate of one half hour per report. An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday or holidays; for work scheduled outside the hours of 7:30 a.m. to 5:00 p.m.; or for more than eight (8) hours per day.

The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1 1/2% per month of delinquency. Proposal estimates and verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)
GEOTECHNICAL SERVICES STANDARD FEE SCHEDULE

ENGINEERING SERVICES

Engineering & Technical services for site reconnaissance, boring locations, field supervision, water level measurements & sampling, engineering evaluation, analysis & consultation.

Project Engineer	\$80.00 Per Hour	Staff Engineer	\$60.00 Per Hour
Project Manager	\$60.00 Per Hour	Clerical	\$30.00 Per Hour
		Project Set-Up Fee (one time fee)	\$150.00/Lump

FIELD SERVICES

Mobilization of Drilling Equip.	\$250.00 Per Day	Boring Layout	\$50.00 Per Hour
Support Vehicle	\$50.00 Per Day	Standby & Problem Access Time	\$125.00 Per Hour
All-terrain Drill Rig	\$750.00 Per Day	Betonite Backfill	\$2.00 Per Foot

Soil Drilling with Split-spoon (ASTM D-1586) or Shelby Tube (ASTM D-1587) sampling at 5-foot intervals:

Depth Range	Unit Charges Per Foot 3 1/4", 4 1/4" I.D. Auger		Unit Charges Per Foot 6 1/4" I.D. Auger		Extra SS or ST Samples
	Easy Drilling*	Hard Drilling**	Easy Drilling*	Hard Drilling**	
0 - 25 ft.	\$12.00	\$13.00	\$14.00	\$16.00	\$10.00
25 - 50 ft.	\$13.00	\$15.00	\$16.00	\$18.00	\$14.00
50 - 75 ft.	\$15.00	\$18.00	\$19.00	\$21.00	\$18.00
75 - 100 ft.	\$17.00	\$20.00	\$24.00	\$27.00	\$22.00

* N-count of 40 blows or less, or Qu or Qp less than 4 tsf

** N-count greater than 40 blows, or Qu or Qp greater than 4 tsf

Drilling with 12-1/4" I.D. Auger will be quoted upon request.

Auger Drilling without sampling	\$9.00 Per Foot	Shelby Tubes, 2" diameter	\$25.00 Each
Rock Coring with Diamond Bit	\$55.00 Per Foot	3" diameter	\$30.00 Each
Rock Boring with 3" Roller Bit	\$50.00 Per Foot	Drilling mud as needed	\$2.50 Per Foot
Rock Coring & Boring Set-up Charge	\$250.00 Per Hole	Pavement Cold-Patch at boreholes	\$25.00 Per Hole

LABORATORY TESTING

Visual Engineering Classification	\$4.00 Per Test	Unconfined compression tests,	
Hand Penetrometer Test	\$4.00 Per Test	remac	\$5.00 Per Test
Moisture Content Test	\$4.00 Per Test	without stress-strain curve	\$25.00 Per Test
Organic Content Test	\$30.00 Per Test	with stress-strain curve	\$40.00 Per Test
Density Determination with Moisture Content	\$25.00 Per Test	California Bearing Ratio (CBR)	\$175.00 Per Test
Atterberg Limits Determination	\$50.00 Per Test	Consolidation Test, Maximum 16 tsf	Upon Request
Grain Size Analysis, Mechanical	\$65.00 Per Test	Additional Unload-Reload Points	Upon Request
Grain Size Analysis, Mechanical & Hydrometer	\$75.00 Per Test	Permeability, Rigid Wall	\$230.00 Per Test
Moisture Density Relationship		Permeability, Flexible Wall	\$280.00 Per Test
Standard Method, ASTM D-698	\$125.00 Per Test	Preparation of Shelby Tube Sample	\$15.00 Per Tube
Modified Method, ASTM D-1557	\$135.00 Per Test	Sample preparation/remolding	\$30.00 Each

REMARKS

Charges for monitoring well installation, analytical testing services, and special equipment or sampling techniques not included herein, will be quoted upon request. Rental equipment & commercial transportation charges will be billed at cost plus 15%. A per diem charge of \$150.00/day will be billed as applicable. Invoices will be submitted monthly, with payment due within 30 days of invoice date. Interest will be added at a rate of 1½% per month of delinquency. Proposal estimates & verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate perform 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 orders 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 order 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 or 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 change in 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 it 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 to 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 the 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 contract 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 or 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 a 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.

GENERAL CONDITIONS

3.8.d

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 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 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, 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 fees, 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 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 or recording of 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 of 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.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 12, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Award of Contract for Project 18-03 Pipe Lining- CIPP.*

The Engineering Department received bids on Project 18-03 Pipe Lining - CIPP on February 1, 2018. The project consists of pipe lining and internal repairs of deteriorated sewers at locations around the City. The bids received are as follows:

Contractor	Amount
Visu-Sewer, Inc.	\$257,919.75
Insituform Technologies, USA, LLC	\$271,277.90
Michels Pipe Services, Div. of Michels Corporation	\$292,020.00
Hydro-Klean, LLC	\$293,215.50

The budgeted amount from the capital improvement budget is \$276,000. Funding will be from the sewage revenue fund. The staff recommendation is to accept the bid from Visu-Sewer, Inc. in the amount of \$257,919.75.

ATTACHMENTS:

- 18-03 Bid Tab(PDF)

BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Visu-Sewer, Inc.		Insituform Technologies USA, LLC		Michels Pipe Services, Div. of Michels Corp.		Hydro-Klean, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER LINING											
SS-01	Main Avenue-Lawrence Intersection (10")	LF	219	\$ 31.00	\$ 6,789.00	\$ 32.00	\$ 7,008.00	\$ 33.00	\$ 7,227.00	\$ 26.40	\$ 5,781.60
SS-02	Ontario Street-Charles to Lewis (15")	LF	422	\$ 36.75	\$ 15,508.50	\$ 42.70	\$ 18,019.40	\$ 40.00	\$ 16,880.00	\$ 42.90	\$ 18,103.80
SS-03	Washington Street-Charles to George (15")	LF	423	\$ 36.75	\$ 15,545.25	\$ 43.80	\$ 18,527.40	\$ 38.00	\$ 16,074.00	\$ 42.90	\$ 18,146.70
SS-04	Robin Street- O'Keefe to Mayfair (8")	LF	2,439	\$ 22.00	\$ 53,658.00	\$ 22.60	\$ 55,121.40	\$ 24.00	\$ 58,536.00	\$ 22.70	\$ 55,365.30
SS-05	Robin Street – Cook to Cook (10")	LF	150	\$ 31.00	\$ 4,650.00	\$ 40.70	\$ 6,105.00	\$ 42.00	\$ 6,300.00	\$ 26.40	\$ 3,960.00
SS-06	Twilight Drive-300' West of Lois to Lois (8")	LF	316	\$ 22.00	\$ 6,952.00	\$ 22.70	\$ 7,173.20	\$ 25.00	\$ 7,900.00	\$ 22.70	\$ 7,173.20
SS-07	Alley-Broadway/Wisconsin to George/James (12")	LF	222	\$ 38.50	\$ 8,547.00	\$ 38.20	\$ 8,480.40	\$ 41.00	\$ 9,102.00	\$ 30.70	\$ 6,815.40
SS-08	Alley-Charles to Lewis (8")	LF	788	\$ 22.00	\$ 17,336.00	\$ 28.80	\$ 22,694.40	\$ 33.00	\$ 26,004.00	\$ 22.70	\$ 17,887.60
SS-09	Alley-James/Franklin to Erie/Ontario (8")	LF	271	\$ 22.00	\$ 5,962.00	\$ 25.90	\$ 7,018.90	\$ 31.00	\$ 8,401.00	\$ 22.70	\$ 6,151.70
SS-10	Alley-Merrill/Chicago to Superior/Huron (8")	LF	350	\$ 22.00	\$ 7,700.00	\$ 22.60	\$ 7,910.00	\$ 26.00	\$ 9,100.00	\$ 22.70	\$ 7,945.00
SS-11	Easement-Memory Lane (8")	LF	123	\$ 22.00	\$ 2,706.00	\$ 36.50	\$ 4,489.50	\$ 50.00	\$ 6,150.00	\$ 22.70	\$ 2,792.10
SS-12	Easement- Tenth Street (8")	LF	391	\$ 22.00	\$ 8,602.00	\$ 27.80	\$ 10,869.80	\$ 23.00	\$ 8,993.00	\$ 22.70	\$ 8,875.70
SS-13	Easement-Ridgeway to Summer Range (8")	LF	543	\$ 22.00	\$ 11,946.00	\$ 23.50	\$ 12,760.50	\$ 28.00	\$ 15,204.00	\$ 22.70	\$ 12,326.10
SS-14	Summer Range Road-Webster to Webster (8")	LF	1511	\$ 22.00	\$ 33,242.00	\$ 20.60	\$ 31,126.60	\$ 21.00	\$ 31,731.00	\$ 22.70	\$ 34,299.70
SS-15	Easement-Jordan Road (8")	LF	733	\$ 22.00	\$ 16,126.00	\$ 21.20	\$ 15,539.60	\$ 24.00	\$ 17,592.00	\$ 22.70	\$ 16,639.10
SS-16	Ridgeway Blvd-Adams to Webster (8")	LF	724	\$ 22.00	\$ 15,928.00	\$ 21.40	\$ 15,493.60	\$ 25.00	\$ 18,100.00	\$ 22.70	\$ 16,434.80
SS-17	Chicago Street-Webster to 500' East (8")	LF	430	\$ 22.00	\$ 9,460.00	\$ 22.40	\$ 9,632.00	\$ 25.00	\$ 10,750.00	\$ 22.70	\$ 9,761.00
SS-18	Bluebird Street-Cook to Jordan (8")	LF	421	\$ 22.00	\$ 9,262.00	\$ 21.00	\$ 8,841.00	\$ 24.00	\$ 10,104.00	\$ 22.70	\$ 9,556.70
SS-19	Televising Sanitary Laterals	EA	32	\$ 250.00	\$ 8,000.00	\$ 139.60	\$ 4,467.20	\$ 246.00	\$ 7,872.00	\$ 1,100.00	\$ 35,200.00
					\$ 257,919.75			\$ 271,277.90			\$ 292,020.00
TOTAL BID											

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 12, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Award of Contract for Project 18-04 Main and Lawrence Roundabout Construction.*

The Engineering Department received bids on Project 18-04 Main and Lawrence Roundabout Construction on February 1, 2018. The project consists of constructing a new roundabout at the intersection of Main Avenue and Lawrence Drive and extending Lawrence Drive to the north. The bids received are as follows:

Contractor	Amount
Triple P, Inc. dba Peters Concrete Company	\$1,845,668.10
Vinton Construction Company	\$1,880,280.23
Advance Construction, Inc.	\$1,997,039.25
Dorner, Inc.	\$2,047,706.79
PTS Contractors, Inc.	\$2,069,088.00

The budgeted amount is \$2,500,000.00 from TID #13. Staff recommendation is to accept the bid from Triple P, Inc. dba Peters Concrete Company in the amount of \$1,845,668.10.

ATTACHMENTS:

- 18-04 Bid Tab(PDF)

**PROJECT 18-04 Main and Lawrence Roundabout Construction
BID TAB**



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Triple P Inc. dba Peters Concrete Company		Vinton Construction Company		Advance Construction, Inc.		Dorner, Inc.		PTS Contractors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER													
SS-01	Remove and Relay 10" PVC Sanitary Sewer	LF	400	\$ 125.95	\$ 50,380.00	\$ 99.60	\$ 39,840.00	\$ 140.00	\$ 56,000.00	\$ 150.00	\$ 60,000.00	\$ 202.00	\$ 80,800.0
SS-02	Provide 8" PVC Sanitary Sewer	LF	495	\$ 79.90	\$ 39,550.50	\$ 83.70	\$ 41,431.50	\$ 93.00	\$ 46,035.00	\$ 100.00	\$ 49,500.00	\$ 102.00	\$ 50,490.0
SS-03	Provide 6" PVC Sanitary Sewer Lateral	LF	70	\$ 77.00	\$ 5,390.00	\$ 84.50	\$ 5,915.00	\$ 81.00	\$ 5,670.00	\$ 90.00	\$ 6,300.00	\$ 124.00	\$ 8,680.0
SS-04	Provide 10" x 6" Sanitary Wye	EA	1	\$ 150.00	\$ 150.00	\$ 475.00	\$ 475.00	\$ 100.00	\$ 100.00	\$ 175.00	\$ 175.00	\$ 220.00	\$ 220.0
SS-05	Provide 8" x 6" Sanitary Wye	EA	3	\$ 100.00	\$ 300.00	\$ 53.00	\$ 159.00	\$ 53.00	\$ 159.00	\$ 100.00	\$ 300.00	\$ 285.00	\$ 855.0
SS-06	Provide 4' Diameter Sanitary Sewer Manhole	VF	30	\$ 250.00	\$ 7,500.00	\$ 322.00	\$ 9,660.00	\$ 300.00	\$ 9,000.00	\$ 315.00	\$ 9,450.00	\$ 360.00	\$ 10,800.0
SS-07	Connect to Existing Sanitary Sewer Pipe	EA	1	\$ 100.00	\$ 100.00	\$ 290.00	\$ 290.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.0
SS-08	Core Drill Sanitary Manhole	EA	2	\$ 750.00	\$ 1,500.00	\$ 1,150.00	\$ 2,300.00	\$ 850.00	\$ 1,700.00	\$ 1,600.00	\$ 3,200.00	\$ 612.00	\$ 1,224.0
SS-09	Provide and Adjust Structure Frame Casting	EA	3	\$ 400.00	\$ 1,200.00	\$ 660.00	\$ 1,980.00	\$ 1,200.00	\$ 3,600.00	\$ 1,340.00	\$ 4,020.00	\$ 1,000.00	\$ 3,000.0
SS-10	Reconstruct Sanitary Manhole	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,360.00	\$ 1,360.00	\$ 2,500.00	\$ 2,500.00	\$ 2,300.00	\$ 2,300.00	\$ 1,500.00	\$ 1,500.0
SS-11	Abandon/Remove Existing Sanitary Sewer Appurtenances	LS	1	\$ 750.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,200.00	\$ 1,200.0
STORM SEWER										\$ 175.0			
ST-01	Provide 30" RCP Class III/PVC/PP Storm Sewer	LF	150	\$ 101.75	\$ 15,262.50	\$ 99.50	\$ 14,925.00	\$ 209.00	\$ 31,350.00	\$ 175.00	\$ 26,250.00	\$ 160.00	\$ 24,000.0
ST-02	Provide 24" RCP Class III/PVC/PP Storm Sewer	LF	395	\$ 77.35	\$ 30,553.25	\$ 71.10	\$ 28,084.50	\$ 110.00	\$ 43,450.00	\$ 91.00	\$ 35,945.00	\$ 86.00	\$ 33,970.0
ST-03	Provide 21" RCP Class III/PVC/PP Storm Sewer	LF	290	\$ 63.80	\$ 18,502.00	\$ 66.50	\$ 19,285.00	\$ 85.00	\$ 24,650.00	\$ 67.00	\$ 19,430.00	\$ 84.00	\$ 24,360.0
ST-04	Provide 18" RCP Class III/PVC/PP Storm Sewer	LF	170	\$ 62.80	\$ 10,676.00	\$ 62.00	\$ 10,540.00	\$ 96.00	\$ 16,320.00	\$ 60.00	\$ 10,200.00	\$ 72.00	\$ 12,240.0
ST-05	Provide 15" RCP Class III or PVC Storm Sewer	LF	130	\$ 60.15	\$ 7,819.50	\$ 61.00	\$ 7,930.00	\$ 92.00	\$ 11,960.00	\$ 75.00	\$ 9,750.00	\$ 72.00	\$ 9,360.0
ST-06	Provide 12" RCP Class III or PVC Storm Sewer	LF	420	\$ 59.15	\$ 24,843.00	\$ 61.00	\$ 25,620.00	\$ 88.00	\$ 36,960.00	\$ 70.00	\$ 29,400.00	\$ 92.00	\$ 38,640.0
ST-07	Provide 15" RCP Class III or PVC Storm Sewer Lateral	LF	65	\$ 66.60	\$ 4,329.00	\$ 66.00	\$ 4,290.00	\$ 75.00	\$ 4,875.00	\$ 70.00	\$ 4,550.00	\$ 79.00	\$ 5,135.0
ST-08	Provide 24" RCP Class III Apron Endwall	EA	1	\$ 760.00	\$ 760.00	\$ 966.00	\$ 966.00	\$ 600.00	\$ 600.00	\$ 670.00	\$ 670.00	\$ 920.00	\$ 920.0
ST-09	Provide 12" RCP Class III Apron Endwall	EA	1	\$ 650.00	\$ 650.00	\$ 680.00	\$ 680.00	\$ 425.00	\$ 425.00	\$ 444.00	\$ 444.00	\$ 775.00	\$ 775.0
ST-10	Provide 6' Diameter Storm Manhole	VF	20	\$ 469.00	\$ 9,380.00	\$ 585.00	\$ 11,700.00	\$ 564.00	\$ 11,280.00	\$ 525.00	\$ 10,500.00	\$ 845.00	\$ 16,900.0
ST-11	Provide 5' Diameter Storm Manhole	VF	35	\$ 416.00	\$ 14,560.00	\$ 486.00	\$ 17,010.00	\$ 419.00	\$ 14,665.00	\$ 416.00	\$ 14,560.00	\$ 640.00	\$ 22,400.0
ST-12	Provide 4' Diameter Storm Manhole	VF	30	\$ 295.00	\$ 8,850.00	\$ 320.00	\$ 9,600.00	\$ 350.00	\$ 10,500.00	\$ 298.00	\$ 8,940.00	\$ 440.00	\$ 13,200.0
ST-13	Provide Type B Inlet	EA	10	\$ 1,680.00	\$ 16,800.00	\$ 1,995.00	\$ 19,950.00	\$ 2,000.00	\$ 20,000.00	\$ 1,786.00	\$ 17,860.00	\$ 2,350.00	\$ 23,500.0
ST-14	Provide Type A Field Inlet	EA	3	\$ 1,520.00	\$ 4,560.00	\$ 1,449.00	\$ 4,347.00	\$ 1,459.00	\$ 4,377.00	\$ 1,696.00	\$ 5,088.00	\$ 2,200.00	\$ 6,600.0
ST-15	Pond Outlet Structure	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 2,730.00	\$ 2,730.00	\$ 3,165.00	\$ 3,165.00	\$ 2,000.00	\$ 2,000.00	\$ 1,930.00	\$ 1,930.00
ST-16	Install Concrete Collar	EA	3	\$ 250.00	\$ 750.00	\$ 475.00	\$ 1,425.00	\$ 550.00	\$ 1,650.00	\$ 680.00	\$ 2,040.00	\$ 1,200.00	\$ 3,600.00

Attachment: 18-04 Bid Tab (6633 : Consider Award of Contract for Project 18-04*)

**PROJECT 18-04 Main and Lawrence Roundabout Construction
BID TAB**



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Triple P Inc. dba Peters Concrete Company		Vinton Construction Company		Advance Construction, Inc.		Dorner, Inc.		PTS Contractors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
ST-17	Adjust Existing Structure Frame Casting	EA	3	\$ 300.00	\$ 900.00	\$ 640.00	\$ 1,920.00	\$ 650.00	\$ 1,950.00	\$ 650.00	\$ 1,950.00	\$ 460.00	\$ 1,380.00
ST-18	Reconstruct Storm Sewer Manhole	EA	1	\$ 500.00	\$ 500.00	\$ 970.00	\$ 970.00	\$ 1,300.00	\$ 1,300.00	\$ 1,533.00	\$ 1,533.00	\$ 925.00	\$ 925.00
ST-19	Connect to Structure and/or Existing Pipe	EA	4	\$ 200.00	\$ 800.00	\$ 400.00	\$ 1,600.00	\$ 500.00	\$ 2,000.00	\$ 1,500.00	\$ 6,000.00	\$ 760.00	\$ 3,040.00
ST-20	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	\$ 9,475.00	\$ 9,475.00	\$ 18,850.00	\$ 18,850.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 1,200.00	\$ 1,200.00
WATERMAIN													
W-01	Provide 12" PVC Water Main	LF	370	\$ 106.00	\$ 39,220.00	\$ 66.90	\$ 24,753.00	\$ 114.00	\$ 42,180.00	\$ 110.00	\$ 40,700.00	\$ 174.00	\$ 64,380.00
W-02	Provide 8" PVC Water Main – Granular Backfill	LF	100	\$ 91.50	\$ 9,150.00	\$ 68.30	\$ 6,830.00	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00	\$ 192.00	\$ 19,200.00
W-03	Provide 8" PVC Water Main – Natural Backfill (North Lawrence Drive)	LF	815	\$ 38.90	\$ 31,703.50	\$ 41.90	\$ 34,148.50	\$ 51.00	\$ 41,565.00	\$ 50.00	\$ 40,750.00	\$ 46.00	\$ 37,490.00
W-04	Provide 6" PVC Water Service- Open Cut	LF	115	\$ 58.30	\$ 6,704.50	\$ 73.80	\$ 8,487.00	\$ 83.00	\$ 9,545.00	\$ 55.00	\$ 6,325.00	\$ 114.00	\$ 13,110.00
W-05	Provide 2" HDPE Water Service – Open Cut	LF	145	\$ 54.50	\$ 7,902.50	\$ 58.30	\$ 8,453.50	\$ 65.00	\$ 9,425.00	\$ 40.00	\$ 5,800.00	\$ 82.00	\$ 11,890.00
W-06	Provide 2" Corporation and Curb Stop	EA	2	\$ 850.00	\$ 1,700.00	\$ 1,128.00	\$ 2,256.00	\$ 1,200.00	\$ 2,400.00	\$ 1,415.00	\$ 2,830.00	\$ 1,280.00	\$ 2,560.00
W-07	Provide 12" Valve	EA	1	\$ 2,400.00	\$ 2,400.00	\$ 2,776.00	\$ 2,776.00	\$ 2,500.00	\$ 2,500.00	\$ 3,267.00	\$ 3,267.00	\$ 2,700.00	\$ 2,700.00
W-08	Provide 8" Valve	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,768.00	\$ 5,304.00	\$ 1,530.00	\$ 4,590.00	\$ 1,720.00	\$ 5,160.00	\$ 1,670.00	\$ 5,010.00
W-09	Provide 6" Valve	EA	7	\$ 1,100.00	\$ 7,700.00	\$ 1,316.00	\$ 9,212.00	\$ 1,110.00	\$ 7,770.00	\$ 1,276.00	\$ 8,932.00	\$ 1,200.00	\$ 8,400.00
W-10	Provide Connection to Existing Water Main	EA	5	\$ 900.00	\$ 4,500.00	\$ 2,975.00	\$ 14,875.00	\$ 2,500.00	\$ 12,500.00	\$ 1,000.00	\$ 5,000.00	\$ 2,200.00	\$ 11,000.00
W-11	Provide Connection to Existing Water Main 12" x 6" Tapping Tee and Valve	EA	1	\$ 3,150.00	\$ 3,150.00	\$ 3,650.00	\$ 3,650.00	\$ 4,500.00	\$ 4,500.00	\$ 4,550.00	\$ 4,550.00	\$ 4,600.00	\$ 4,600.00
W-12	Provide Hydrant (6.5' Bury)	EA	4	\$ 3,300.00	\$ 13,200.00	\$ 3,655.00	\$ 14,620.00	\$ 3,850.00	\$ 15,400.00	\$ 3,592.00	\$ 14,368.00	\$ 3,800.00	\$ 15,200.00
W-13	Provide 6" PVC Hydrant Lead	LF	60	\$ 55.00	\$ 3,300.00	\$ 59.90	\$ 3,594.00	\$ 65.00	\$ 3,900.00	\$ 38.00	\$ 2,280.00	\$ 106.00	\$ 6,360.00
W-14	Abandon/Remove Existing Water Main Appurtenances	LS	1	\$ 600.00	\$ 600.00	\$ 4,480.00	\$ 4,480.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,450.00	\$ 2,450.00
STREET AND DRAINAGE													
SD-01	Provide Clearing and Grubbing	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00	\$ 11,500.00	\$ 11,500.00
SD-02	Unclassified Excavation - Street Construction	CY	9700	\$ 11.69	\$ 113,393.00	\$ 11.10	\$ 107,670.00	\$ 11.55	\$ 112,035.00	\$ 11.90	\$ 115,430.00	\$ 11.70	\$ 113,490.00
SD-03	Unclassified Excavation – Pond Construction	CY	2860	\$ 4.40	\$ 12,584.00	\$ 5.39	\$ 15,415.40	\$ 6.05	\$ 17,303.00	\$ 6.23	\$ 17,817.80	\$ 6.20	\$ 17,732.00
SD-04	Provide 1 1/4" Crushed Aggregate Base Course	TON	6700	\$ 10.60	\$ 71,020.00	\$ 11.00	\$ 73,700.00	\$ 10.40	\$ 69,680.00	\$ 10.71	\$ 71,757.00	\$ 10.60	\$ 71,020.00
SD-05	Provide Breaker Run	TON	6000	\$ 9.00	\$ 54,000.00	\$ 11.00	\$ 66,000.00	\$ 10.40	\$ 62,400.00	\$ 10.71	\$ 64,260.00	\$ 10.60	\$ 63,600.00
SD-06	Provide Asphaltic Concrete Pavement Surface Course, Type 4LT 58-28S	TON	155	\$ 75.25	\$ 11,663.75	\$ 76.00	\$ 11,780.00	\$ 75.25	\$ 11,663.75	\$ 77.51	\$ 12,014.05	\$ 77.00	\$ 11,935.00
SD-07	Provide Asphaltic Concrete Pavement Binder Course Type 3LT 58-28S	TON	200	\$ 83.70	\$ 16,740.00	\$ 84.54	\$ 16,908.00	\$ 83.70	\$ 16,740.00	\$ 86.21	\$ 17,242.00	\$ 85.50	\$ 17,100.00

Attachment: 18-04 Bid Tab (6633 : Consider Award of Contract for Project 18-04*)

PROJECT 18-04 Main and Lawrence Roundabout Construction
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Triple P Inc. dba Peters Concrete Company		Vinton Construction Company		Advance Construction, Inc.		Dorner, Inc.		PTS Contractors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-08	Provide Asphaltic Concrete Pavement Driveways, Field Entrances and Asphaltic Flumes, Type 4LT 58-28S	TON	390	\$ 76.75	\$ 29,932.50	\$ 77.52	\$ 30,232.80	\$ 76.75	\$ 29,932.50	\$ 79.05	\$ 30,829.50	\$ 78.50	\$ 30,615.0
SD-09	Provide 30-Inch Type A Curb and Gutter	LF	3300	\$ 12.80	\$ 42,240.00	\$ 16.10	\$ 53,130.00	\$ 12.80	\$ 42,240.00	\$ 13.18	\$ 43,494.00	\$ 13.00	\$ 42,900.0
SD-10	Provide 24-Inch Type D Curb and Gutter	LF	1100	\$ 15.15	\$ 16,665.00	\$ 15.45	\$ 16,995.00	\$ 13.15	\$ 14,465.00	\$ 13.54	\$ 14,894.00	\$ 13.50	\$ 14,850.0
SD-11	Provide 18-Inch Type A Curb and Gutter	LF	1150	\$ 13.90	\$ 15,985.00	\$ 16.25	\$ 18,687.50	\$ 13.90	\$ 15,985.00	\$ 14.32	\$ 16,468.00	\$ 14.00	\$ 16,100.0
SD-12	Provide 4-Inch Sloped 36-Inch Type R Curb and Gutter	LF	315	\$ 17.75	\$ 5,591.25	\$ 17.90	\$ 5,638.50	\$ 17.75	\$ 5,591.25	\$ 18.28	\$ 5,758.20	\$ 18.00	\$ 5,670.0
SD-13	Provide Concrete Median Nose	SY	17	\$ 81.00	\$ 1,377.00	\$ 65.00	\$ 1,105.00	\$ 81.00	\$ 1,377.00	\$ 83.43	\$ 1,418.31	\$ 82.00	\$ 1,394.0
SD-14	Provide 10" Concrete Pavement	SY	7950	\$ 52.95	\$ 420,952.50	\$ 49.26	\$ 391,617.00	\$ 52.95	\$ 420,952.50	\$ 54.54	\$ 433,593.00	\$ 53.00	\$ 421,350.0
SD-15	Provide 8" Concrete Driveway	SY	265	\$ 48.15	\$ 12,759.75	\$ 51.60	\$ 13,674.00	\$ 48.15	\$ 12,759.75	\$ 49.59	\$ 13,141.35	\$ 49.00	\$ 12,985.0
SD-16	Provide 4" Red Stamped Concrete	SY	700	\$ 54.90	\$ 38,430.00	\$ 52.50	\$ 36,750.00	\$ 54.90	\$ 38,430.00	\$ 56.55	\$ 39,585.00	\$ 55.00	\$ 38,500.0
SD-17	Provide 8" Red Stamped Concrete	SY	310	\$ 78.30	\$ 24,273.00	\$ 71.10	\$ 22,041.00	\$ 78.30	\$ 24,273.00	\$ 80.65	\$ 25,001.50	\$ 80.00	\$ 24,800.0
SD-18	Provide 10" Concrete Pavement Truck Apron, Colored Red (Broomed Finish)	SY	400	\$ 71.85	\$ 28,740.00	\$ 65.00	\$ 26,000.00	\$ 71.85	\$ 28,740.00	\$ 74.01	\$ 29,604.00	\$ 72.00	\$ 28,800.0
SD-19	Provide 10" Concrete Pavement Colored Red (Broomed Finish) with Colored Stamped Concrete Edge Crosswalk	SY	220	\$ 71.85	\$ 15,807.00	\$ 75.00	\$ 16,500.00	\$ 71.85	\$ 15,807.00	\$ 74.01	\$ 16,282.20	\$ 72.00	\$ 15,840.0
SD-20	Provide 4" Concrete Sidewalk	SY	2150	\$ 35.10	\$ 75,465.00	\$ 37.95	\$ 81,592.50	\$ 35.10	\$ 75,465.00	\$ 36.15	\$ 77,722.50	\$ 35.50	\$ 76,325.0
SD-21	Drilled Tie Bars	EA	16	\$ 10.00	\$ 160.00	\$ 7.00	\$ 112.00	\$ 10.00	\$ 160.00	\$ 10.30	\$ 164.80	\$ 10.00	\$ 160.0
SD-22	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	1,240	\$ 0.95	\$ 1,178.00	\$ 1.45	\$ 1,798.00	\$ 0.95	\$ 1,178.00	\$ 0.98	\$ 1,215.20	\$ 1.00	\$ 1,240.0
SD-23	Provide Detectable Warning Field (Natural)	SF	350	\$ 28.00	\$ 9,800.00	\$ 30.00	\$ 10,500.00	\$ 28.00	\$ 9,800.00	\$ 28.84	\$ 10,094.00	\$ 29.00	\$ 10,150.0
SD-24	Pavement Marking Grooved Epoxy 18-Inch (White)	LF	105	\$ 36.00	\$ 3,780.00	\$ 36.00	\$ 3,780.00	\$ 36.00	\$ 3,780.00	\$ 37.08	\$ 3,893.40	\$ 37.00	\$ 3,885.0
SD-25	Pavement Marking Stop Line Epoxy 18-Inch (White)	LF	85	\$ 16.00	\$ 1,360.00	\$ 16.00	\$ 1,360.00	\$ 16.00	\$ 1,360.00	\$ 16.48	\$ 1,400.80	\$ 16.00	\$ 1,360.0
SD-26	Pavement Marking Grooved Contrast Epoxy 8" (White)	LF	1210	\$ 11.50	\$ 13,915.00	\$ 11.50	\$ 13,915.00	\$ 11.50	\$ 13,915.00	\$ 11.85	\$ 14,338.50	\$ 12.00	\$ 14,520.0
SD-27	Pavement Marking Words Grooved Epoxy (YIELD, ONLY) (White)	EA	11	\$ 340.00	\$ 3,740.00	\$ 340.00	\$ 3,740.00	\$ 340.00	\$ 3,740.00	\$ 350.20	\$ 3,852.20	\$ 350.00	\$ 3,850.0
SD-28	Pavement Marking Arrows Grooved Epoxy Type 1 (White)	EA	4	\$ 285.00	\$ 1,140.00	\$ 285.00	\$ 1,140.00	\$ 285.00	\$ 1,140.00	\$ 293.55	\$ 1,174.20	\$ 290.00	\$ 1,160.0
SD-29	Pavement Marking Arrows Grooved Epoxy Type 2 (White)	EA	5	\$ 340.00	\$ 1,700.00	\$ 340.00	\$ 1,700.00	\$ 340.00	\$ 1,700.00	\$ 350.20	\$ 1,751.00	\$ 350.00	\$ 1,750.0
SD-30	Pavement Marking Arrows Grooved Epoxy Type 2R (White)	EA	1	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 391.40	\$ 391.40	\$ 390.00	\$ 390.0
SD-31	Pavement Marking Arrows Grooved Epoxy Type 3 (White)	EA	7	\$ 350.00	\$ 2,450.00	\$ 350.00	\$ 2,450.00	\$ 350.00	\$ 2,450.00	\$ 360.50	\$ 2,523.50	\$ 360.00	\$ 2,520.0
SD-32	Pavement Marking Arrows Grooved Epoxy Type 3R (White)	EA	5	\$ 390.00	\$ 1,950.00	\$ 390.00	\$ 1,950.00	\$ 390.00	\$ 1,950.00	\$ 401.70	\$ 2,008.50	\$ 400.00	\$ 2,000.0
SD-33	Pavement Marking Arrows Grooved Epoxy Type 6 (White)	EA	1	\$ 580.00	\$ 580.00	\$ 580.00	\$ 580.00	\$ 580.00	\$ 580.00	\$ 597.40	\$ 597.40	\$ 600.00	\$ 600.0
SD-34	Pavement Marking Grooved Contrast Epoxy 4" (White)	LF	410	\$ 9.00	\$ 3,690.00	\$ 9.00	\$ 3,690.00	\$ 9.00	\$ 3,690.00	\$ 9.27	\$ 3,800.70	\$ 9.00	\$ 3,690.0

Attachment: 18-04 Bid Tab (6633 : Consider Award of Contract for Project 18-04*)

**PROJECT 18-04 Main and Lawrence Roundabout Construction
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Triple P Inc. dba Peters Concrete Company		Vinton Construction Company		Advance Construction, Inc.		Dorner, Inc.		PTS Contractors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-35	Pavement Marking Crosswalk Grooved Epoxy 6" (White)	LF	780	\$ 16.00	\$ 12,480.00	\$ 16.00	\$ 12,480.00	\$ 16.00	\$ 12,480.00	\$ 16.48	\$ 12,854.40	\$ 16.00	\$ 12,480.0
SD-36	Pavement Marking Grooved Epoxy 4" (Yellow)	LF	1000	\$ 6.00	\$ 6,000.00	\$ 6.00	\$ 6,000.00	\$ 6.00	\$ 6,000.00	\$ 6.18	\$ 6,180.00	\$ 6.00	\$ 6,000.0
SD-37	Pavement Marking Epoxy 4" (White)	LF	1100	\$ 2.00	\$ 2,200.00	\$ 2.00	\$ 2,200.00	\$ 2.00	\$ 2,200.00	\$ 2.06	\$ 2,266.00	\$ 2.00	\$ 2,200.0
SD-38	Pavement Marking Epoxy 4" (Yellow)	LF	450	\$ 2.25	\$ 1,012.50	\$ 2.25	\$ 1,012.50	\$ 2.25	\$ 1,012.50	\$ 2.32	\$ 1,044.00	\$ 3.00	\$ 1,350.0
SD-39	Landscaping – Topsoil, Seed, and Fertilizer, No. 40 Seed Mix	SY	5540	\$ 5.76	\$ 31,910.40	\$ 5.97	\$ 33,073.80	\$ 3.70	\$ 20,498.00	\$ 5.00	\$ 27,700.00	\$ 3.20	\$ 17,728.0
SD-40	Landscaping – Topsoil, Seed, and Fertilizer, No. 20 Seed Mix (Pond and Fill Site)	SY	4000	\$ 1.15	\$ 4,600.00	\$ 1.79	\$ 7,160.00	\$ 2.70	\$ 10,800.00	\$ 4.50	\$ 18,000.00	\$ 2.40	\$ 9,600.0
SD-41	Topsoil Stripping at Fill Site	SY	2000	\$ 0.75	\$ 1,500.00	\$ 1.39	\$ 2,780.00	\$ 1.35	\$ 2,700.00	\$ 1.39	\$ 2,780.00	\$ 1.50	\$ 3,000.0
SD-42	Remove and Replace Doweled 9" Concrete Pavement (Patching)	SY	30	\$ 86.00	\$ 2,580.00	\$ 71.00	\$ 2,130.00	\$ 86.00	\$ 2,580.00	\$ 88.58	\$ 2,657.40	\$ 87.00	\$ 2,610.0
SPECIAL CONSTRUCTION													
SC-01	Pipe Foundation Stabilization	CY	15	\$ 30.00	\$ 450.00	\$ 35.00	\$ 525.00	\$ 20.00	\$ 300.00	\$ 25.00	\$ 375.00	\$ 44.00	\$ 660.0
SC-02	Provide Silt Fence	LF	1500	\$ 2.00	\$ 3,000.00	\$ 2.00	\$ 3,000.00	\$ 1.50	\$ 2,250.00	\$ 2.10	\$ 3,150.00	\$ 2.00	\$ 3,000.0
SC-03	Provide Riprap Medium w/Geotextile Fabric, Type HR	SY	70	\$ 28.00	\$ 1,960.00	\$ 42.00	\$ 2,940.00	\$ 60.00	\$ 4,200.00	\$ 60.00	\$ 4,200.00	\$ 52.00	\$ 3,640.0
SC-04	Provide Riprap Heavy w/Geotextile Fabric, Type HR	SY	45	\$ 32.00	\$ 1,440.00	\$ 42.00	\$ 1,890.00	\$ 66.00	\$ 2,970.00	\$ 60.00	\$ 2,700.00	\$ 52.00	\$ 2,340.0
SC-05	Provide Inlet Protection Type A	EA	4	\$ 125.00	\$ 500.00	\$ 125.00	\$ 500.00	\$ 110.00	\$ 440.00	\$ 130.00	\$ 520.00	\$ 130.00	\$ 520.0
SC-06	Provide Inlet Protection Type C	EA	35	\$ 44.00	\$ 1,540.00	\$ 44.00	\$ 1,540.00	\$ 40.00	\$ 1,400.00	\$ 55.00	\$ 1,925.00	\$ 45.00	\$ 1,575.0
SC-07	Erosion Mat Urban Class 1 Type A	SY	5540	\$ 1.68	\$ 9,307.20	\$ 1.68	\$ 9,307.20	\$ 1.75	\$ 9,695.00	\$ 1.81	\$ 10,027.40	\$ 1.80	\$ 9,972.0
SC-08	Erosion Mat Class I Type B	SY	1950	\$ 1.30	\$ 2,535.00	\$ 1.30	\$ 2,535.00	\$ 1.50	\$ 2,925.00	\$ 1.42	\$ 2,769.00	\$ 1.50	\$ 2,925.0
SC-09	Tracking Pad	EA	3	\$ 750.00	\$ 2,250.00	\$ 0.01	\$ 0.03	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.0
SC-10	Traffic Control	LS	1	\$ 23,500.00	\$ 23,500.00	\$ 56,500.00	\$ 56,500.00	\$ 42,950.00	\$ 42,950.00	\$ 50,000.00	\$ 50,000.00	\$ 38,000.00	\$ 38,000.0
SC-11	Provide Sign Bridges	EA	2	\$ 16,985.00	\$ 33,970.00	\$ 16,985.00	\$ 33,970.00	\$ 16,985.00	\$ 33,970.00	\$ 17,500.00	\$ 35,000.00	\$ 15,500.00	\$ 31,000.0
SC-12	Provide Permanent Signing	LS	1	\$ 8,860.00	\$ 8,860.00	\$ 8,860.00	\$ 8,860.00	\$ 13,785.00	\$ 13,785.00	\$ 10,000.00	\$ 10,000.00	\$ 9,850.00	\$ 9,850.0
SC-13	Provide LED Lighting Roundabout	LS	1	\$ 70,550.00	\$ 70,550.00	\$ 70,550.00	\$ 70,550.00	\$ 70,550.00	\$ 70,550.00	\$ 72,667.00	\$ 72,667.00	\$ 72,000.00	\$ 72,000.0
SC-14	Provide Landscape Receptacles	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,090.00	\$ 3,090.00	\$ 3,000.00	\$ 3,000.0
SC-15	Revise Lighting Park and Ride	LS	1	\$ 3,550.00	\$ 3,550.00	\$ 3,550.00	\$ 3,550.00	\$ 3,550.00	\$ 3,550.00	\$ 3,657.00	\$ 3,657.00	\$ 3,600.00	\$ 3,600.0
SC-16	Provide Roundabout Irrigation System	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 6,485.00	\$ 6,485.00	\$ 6,885.00	\$ 6,885.00	\$ 12,000.00	\$ 12,000.00	\$ 12,500.00	\$ 12,500.0
SC-17	Signal Work at 10 th Street and Main Ave.	LS	1	\$ 79,750.00	\$ 79,750.00	\$ 79,750.00	\$ 79,750.00	\$ 79,750.00	\$ 79,750.00	\$ 82,143.00	\$ 82,143.00	\$ 80,000.00	\$ 80,000.0
SC-18	Removing & Salvaging Signals at Lawrence Dr. and Main Ave.	LS	1	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,266.00	\$ 2,266.00	\$ 2,500.00	\$ 2,500.0

Attachment: 18-04 Bid Tab (6633 : Consider Award of Contract for Project 18-04*)

PROJECT 18-04 Main and Lawrence Roundabout Construction
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Triple P Inc. dba Peters Concrete Company		Vinton Construction Company		Advance Construction, Inc.		Dorner, Inc.		PTS Contractors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-19	Salvage Chain Link Fence	LS	1	\$ 5,750.00	\$ 5,750.00	\$ 5,720.00	\$ 5,720.00	\$ 5,720.00	\$ 5,720.00	\$ 6,200.00	\$ 6,200.00	\$ 5,850.00	\$ 5,850.0
SC-20	Asphalt Patch (Cold or Hot Mix) Main Ave.	LS	1	\$ 1.00	\$ 1.00	\$ 4,375.00	\$ 4,375.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 22,000.00	\$ 22,000.0
SC-21	Asphalt Patch (Cold or Hot Mix) N. 10 th Street.	LS	1	\$ 1.00	\$ 1.00	\$ 1,875.00	\$ 1,875.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,500.00	\$ 3,500.0
SC-22	Landscaping Center of Roundabout	LS	1	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 11,500.00	\$ 11,500.00	\$ 9,682.00	\$ 9,682.00	\$ 9,600.00	\$ 9,600.0
SC-23	Barberry, 'Rose Glow' Container, 12-Inch Height	EA	9	\$ 36.00	\$ 324.00	\$ 36.00	\$ 324.00	\$ 45.00	\$ 405.00	\$ 37.08	\$ 333.72	\$ 36.00	\$ 324.0
SC-24	Feather Reed Grass, 'Karl Foster' CG, 1 Gallon	EA	9	\$ 16.00	\$ 144.00	\$ 16.00	\$ 144.00	\$ 25.00	\$ 225.00	\$ 18.54	\$ 166.86	\$ 20.00	\$ 180.0
SC-25	Juniper, Pflizer 'Kally's Compact' Container, 18-Inch Height	EA	3	\$ 44.00	\$ 132.00	\$ 44.00	\$ 132.00	\$ 60.00	\$ 180.00	\$ 49.44	\$ 148.32	\$ 50.00	\$ 150.0
SC-26	Hydrangea, Limelight Container, 18-Inch Height	EA	3	\$ 40.00	\$ 120.00	\$ 40.00	\$ 120.00	\$ 45.00	\$ 135.00	\$ 45.32	\$ 135.96	\$ 45.00	\$ 135.0
SC-27	Spirea, 'Goldmound' Container, 12-Inch Height	EA	9	\$ 32.00	\$ 288.00	\$ 32.00	\$ 288.00	\$ 45.00	\$ 405.00	\$ 37.08	\$ 333.72	\$ 36.00	\$ 324.0
SC-28	Provide Polystyrene Insulation Board	LF	20	\$ 5.00	\$ 100.00	\$ 8.00	\$ 160.00	\$ 10.00	\$ 200.00	\$ 15.00	\$ 300.00	\$ 11.00	\$ 220.0
					\$ -		\$ -		\$ -		\$ -		\$ -
					\$ 1,845,668.10		\$ 1,880,280.23		\$ 1,997,039.25		\$ 2,047,706.79		\$ 2,069,088.0

Attachment: 18-04 Bid Tab (6633 : Consider Award of Contract for Project 18-04*)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 12, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Award of Contract for Project 18-15 Sewer Cleaning and
Televising.*

The Engineering Department received bids on Project 18-15 Sewer Cleaning and Televising on February 1, 2018. The project includes cleaning and televising of sewers. The bids received are as follows:

Contractor	Amount
Green Bay Pipe & TV, LLC	\$46,662.60
Speedy Clean, Inc.	\$46,677.00
Northern Pipe, Inc.	\$55,650.00
PLC Water Jetting Service, Inc.	\$58,036.00
Diversified Infrastructure Services, Inc.	\$133,831.80
National Power Rodding Corporation	\$258,625.00

The budgeted amount for the project from the capital improvement fund is \$52,000. Funding will be \$50,000 from the storm water utility fund and \$2,000 from the sewage revenue fund. Staff recommendation is to award the bid to Green Bay Pipe & TV, LLC in the amount of \$46,662.60.

ATTACHMENTS:

- 18-15 Bid Tab(PDF)

PROJECT 18-15 SEWER CLEANING AND TELEVISING

BID TAB



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Green Bay Pipe & TV, LLC		Speedy Clean, Inc.		Northern Pipe, Inc.		PLC Water Jetting Service, Inc.		Diversified Infrastructure Services, Inc.		National Power Rodding Corporation	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Storm Sewer Cleaning (8-27 Inch)	LF	53,000	\$ 0.35	\$ 18,550.00	\$ 0.38	\$ 20,140.00	\$ 0.42	\$ 22,260.00	\$ 0.45	\$ 23,850.00	\$ 1.09	\$ 57,770.00	\$ 2.00	\$ 106,000.00
SP-02	Storm Sewer Cleaning (30-48 Inch)	LF	4,500	\$ 0.35	\$ 1,575.00	\$ 0.38	\$ 1,710.00	\$ 0.42	\$ 1,890.00	\$ 0.45	\$ 2,025.00	\$ 1.37	\$ 6,165.00	\$ 2.50	\$ 11,250.00
SP-03	Storm Sewer Cleaning (54 Inch and Larger)	LF	1,000	\$ 0.42	\$ 420.00	\$ 0.38	\$ 380.00	\$ 0.42	\$ 420.00	\$ 1.00	\$ 1,000.00	\$ 1.69	\$ 1,690.00	\$ 5.00	\$ 5,000.00
SP-04	Storm Sewer Heavy Cleaning (8-27 Inch)	LF	5,480	\$ 0.42	\$ 2,301.60	\$ 0.10	\$ 548.00	\$ 0.75	\$ 4,110.00	\$ 0.45	\$ 2,466.00	\$ 1.41	\$ 7,726.80	\$ 5.00	\$ 27,400.00
SP-05	Storm Sewer Heavy Cleaning (30-48 Inch)	LF	450	\$ 0.42	\$ 189.00	\$ 0.10	\$ 45.00	\$ 1.00	\$ 450.00	\$ 1.50	\$ 675.00	\$ 1.88	\$ 846.00	\$ 5.00	\$ 2,250.00
SP-06	Storm Sewer Heavy Cleaning (54 Inch and Larger)	LF	100	\$ 0.42	\$ 42.00	\$ 0.10	\$ 10.00	\$ 1.10	\$ 110.00	\$ 2.00	\$ 200.00	\$ 2.37	\$ 237.00	\$ 5.00	\$ 500.00
SP-07	Storm Sewer Televising (8-27 Inch)	LF	53,000	\$ 0.35	\$ 18,550.00	\$ 0.38	\$ 20,140.00	\$ 0.36	\$ 19,080.00	\$ 0.40	\$ 21,200.00	\$ 0.85	\$ 45,050.00	\$ 1.25	\$ 66,250.00
SP-08	Storm Sewer Televising (30-48 Inch)	LF	4,500	\$ 0.35	\$ 1,575.00	\$ 0.38	\$ 1,710.00	\$ 0.36	\$ 1,620.00	\$ 0.40	\$ 1,800.00	\$ 0.85	\$ 3,825.00	\$ 1.25	\$ 5,625.00
SP-09	Storm Sewer Televising (54 Inch and Larger)	LF	1,000	\$ 0.42	\$ 420.00	\$ 0.38	\$ 380.00	\$ 0.36	\$ 360.00	\$ 0.40	\$ 400.00	\$ 0.85	\$ 850.00	\$ 1.25	\$ 1,250.00
SP-10	Sewer Pipe Root Cutting (8-48 Inch)	LF	1,000	\$ 0.50	\$ 500.00	\$ -	\$ -	\$ 0.75	\$ 750.00	\$ 1.00	\$ 1,000.00	\$ 2.92	\$ 2,920.00	\$ 5.00	\$ 5,000.00
SP-11	Remove Mineral Deposits	LF	500	\$ 0.50	\$ 250.00	\$ 0.10	\$ 50.00	\$ 0.50	\$ 250.00	\$ 1.00	\$ 500.00	\$ 2.92	\$ 1,460.00	\$ 10.00	\$ 5,000.00
SP-12	Storm Sewer Cleaning in Easement (8-27 Inch)	LF	1,800	\$ 0.55	\$ 990.00	\$ 0.38	\$ 684.00	\$ 1.50	\$ 2,700.00	\$ 1.00	\$ 1,800.00	\$ 1.88	\$ 3,384.00	\$ 5.00	\$ 9,000.00
SP-13	Storm Sewer Televising in Easement (8-27 Inch)	LF	1,800	\$ 0.55	\$ 990.00	\$ 0.38	\$ 684.00	\$ 0.75	\$ 1,350.00	\$ 0.40	\$ 720.00	\$ 0.85	\$ 1,530.00	\$ 7.00	\$ 12,600.00
SP-14	Televising Storm Laterals	EA	2	\$ 155.00	\$ 310.00	\$ 98.00	\$ 196.00	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 189.00	\$ 378.00	\$ 750.00	\$ 1,500.00
					\$ 46,662.60		\$ 46,677.00		\$ 55,650.00		\$ 58,036.00		\$ 133,831.80		\$ 258,625.00

Attachment: 18-15 Bid Tab (6635 : Consider Award of Contract for Project 18-15*)