



Board of Public Works

Regular Meeting

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

Agenda

Monday, February 10, 2020	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 10, 2020** 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 Spectrum 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
2. Approval of Board of Public Works January 13, 2020 Meeting Minutes

II. Public Comment

III. Items

1. Discussion of Residential Snow Plow Policy
2. Discussion of Main Avenue & Reid Street Pavement Conditions*
3. Consideration and possible action on a request from Ald. Hansen's regarding Volunteer Sidewalk Shoveling Program
4. Consideration and possible action on a request from Ald. Hansen regarding Tree Preservation at 307 Grandeur Oaks Ct
5. Consideration and possible action on Sidewalk Installation for Honeysuckle Acres Fourth Addition*
6. Consideration and possible action on Constructing Lost Dauphin Sidewalk
7. Consideration and possible action on Supplying Sandbags to Residents for Flooding Purposes
8. Consideration and possible action on award of Contract 20-01A West Sewer and Water Relay and Street Resurfacing*
9. Consideration and possible action on award of Contract 20-03 CIPP Sewer Lining*
10. Consideration and possible action on award of Contract 20-05 Sidewalk and Curb Repairs*
11. Consideration and possible action on award of Contract 20-06 Concrete Street Repairs*
12. Consideration and possible action on award of Contract 20-11 Fire Station #1 Boiler Replacement*
13. Consideration and possible action on award of Contract 20-15 Sewer Cleaning and Televising*
14. Consideration and possible action on the 2020 Storm Lateral Assessment Charge-Residential

15. Consideration and possible action on the 2020 Storm Lateral Assessment Charge-Existing Non-Residential Properties
16. Consideration and possible action on quotes for 2020 Materials Testing and Soil Borings*
17. Consideration and possible action on City Engineer Parking & Traffic Recommendations*
18. Discuss City Engineer Recommendation for No-Action Parking & Traffic Discussion Items

IV. Future Agenda Items

V. Adjournment

*Items with an asterisk require City Council approval.

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday, February 10, 2020 so that arrangements can be made.

Agenda Sent To:

Mayor
Alderspersons
Department Heads
Superior Sewer & Water, Inc.
RJM Construction, LLC
Automated Comfort Controls
Bay Area Testing and Consulting,
LLC

De Pere Chamber of Commerce
TV, Newspapers & Radio Stations
Kress Family Library
Hydro-Klean, LLC
Vinton Construction Co.
Green Bay Pipe & TV, LLC

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 10, 2020

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Approval of Board of Public Works January 13, 2020 Meeting Minutes

ATTACHMENTS:

- 2020 0113 BOPW Draft Minute (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, January 13, 2020

6:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 6:30 PM by Mayor Michael J. Walsh

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

Others present:

Scott Thoresen, Director of Public Works

Eric Rakers, City Engineer

Larry Delo, City Administrator

Betty Sellenheim, Administrative Assistant/Recording Secretary

2. Approval of Board of Public Works December 9, 2019 Meeting Minutes

Mayor Walsh moved to approve the December 9, 2019 meeting minutes, seconded by Aldersperson Carpenter.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

II. Public Comment

None

III. Items

1. Consideration and possible action on Solicitation for Easements for Reid Street Alley Parking*

Mayor Walsh moved to approve the solicitation of easements for Reid Street Alley, seconded by Aldersperson Boyd.

Scott Thoresen, Director of Public Works, introduced Larry Delo, City Administrator, to provide a more detailed explanation of the request. Mr. Delo outlined the request including the possible hotel construction, parking issues, and location limits. Mr. Delo explained staff would ultimately look to realign the alleyway, adding curb and gutter and storm sewer similar to a city street. The realignment would require easements from the adjoining property owners. Mr. Delo stated staff is requesting authorization to solicit easements, preferably at no cost, from the owners.

Aldersperson Raasch asked for clarification about how the conceptual design affects the current parking in the area. Mr. Delo explained the current parking would stay and the realignment would add parking stalls. Aldersperson Raasch asked if the new alley would

be named, once it has curb and gutter and storm sewer. Mr. Delo stated that is not in the plans at this time. Alderperson Carpenter asked about adding sanitary sewer. Eric Rakers, City Engineer, stated the properties are already serviced for sanitary and water services. Alderperson Carpenter asked if there would be any charge to the property owners for the new storm sewer system. Mr. Delo explained the costs would be covered by TID funds. Alderperson Boyd asked how many dumpster locations are planned. Mr. Delo stated only one on this conceptual design.

Upon vote, the motion passed unanimously.

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

2. Consideration and possible action on Quote for 2020 Consulting Services*

Alderperson Carpenter moved to approve the quote for 2020 consulting services with Robert E. Lee and Associates, seconded by Alderperson Hansen.

Alderperson Hansen asked how much flexibility remained in the city budget for additional consulting services if they arise as necessary. Larry Delo, City Administrator, stated there was not an additional amount budgeted in 2020 compared to 2019 for consulting services.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

3. Consideration and possible action on Quote for Environmental Services*

Alderperson Raasch moved to approve the quote for Environmental Services from Cedar Corporation, seconded by Mayor Walsh.

Upon vote, the motion passed unanimously.

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

IV. Future Agenda Items

Alderperson Hansen requested a discussion of the City Snow Removal Policy.

V. Adjournment

Mayor Walsh moved to adjourn the meeting at 6:38 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

*Items with an asterisk require City Council approval.

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday January 13, 2020 so that arrangements can be made.

Agenda Sent To:

Mayor

Alderspersons

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Robert E. Lee & Associates, Inc.

Cedar Corporation

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.

Respectfully submitted,
Betty Sellenheim



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020
DEPARTMENT: Board of Public Works
FROM: Tony Fietzer
SUBJECT: Discussion of Residential Snow Plow Policy

ATTACHMENTS:

- Snow-BOPW (PDF)

CITY OF DE PERE

Public Works - Street Department

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



January 25, 2020

To: Board of Public Works members

The City of De Pere, Department of Public Works has operated under the same snow removal policy/procedure as it relates to residential neighborhoods for over 25 years. The current policy calls for the city to plow the residential streets within the city upon the accumulation of 3" of snow. The city however, will treat the designated primary streets much earlier in the storm event in order to ensure safe winter driving conditions. The designated primary streets typically carry 80% of the vehicle traffic.

The City of De Pere, Department of Public Works strives to incorporate best management practices in all that we do. The best management practice for snow and ice removal is not plowing every street for every snow event. Doing so causes more costs, environmental impact with chlorides, more wear and tear on equipment, and a lean workforce being asked to work potentially around the clock in the winter months causing burn out, fatigue, work/life balance issues etc. The 3" residential snow removal policy has allowed the city to still maintain safe winter driving conditions while balancing all those items mentioned above. We, as the traveling public must change our driving habits with the seasons. The roads, anywhere in Wisconsin, in January, will not be the same as they are in July. Additionally, our automobiles and technology has also improved greatly in the past 25 years. They have made our vehicles safer, anti-lock brakes, power steering, slid resistance, tires, etc. With these improvements, I am confident that our current policy provides allows for safe winter driving conditions.

Our street department consists of 12 employees. While we have a very talented lean staff, these employees are responsible for all the core services that advance the quality of life. They are responsible for the city snow plowing, garbage/recycling collection, sign fabrication/install and repairs, brush and rubbish collections, compost site operation within DNR regulations, televising and diagnosing issues with underground sewers, cleaning of city sanitary and storm sewers and all other duties as assigned for our community of 25,000 residents. During a full snow plow event, we have to get assistance from maintenance, water and parks departments, in order to be able to fill all the equipment and plow the city in a timely manner.

Attachment: Snow-BOPW (9183 : Residential Snow Plow Policy)

The City of De Pere, Department of Public Works does, however, on events where we do not plow the entire city, salt treat the hills, curves and intersections of residential streets during a smaller event in order to assist with stopping, turning and starting at these intersections, something many neighboring communities do not do.

I discussed with Street Section staff about the review of the snow removal policy. Several long term employees have stated this year our streets have been kept in the best winter driving conditions that they can remember in a long time. Internally, we discussed different approaches to winter storm events. The staff accepted those ideas and in turn, albeit not a terribly challenging winter to date, the streets in the city have been maintained in safe winter travel conditions. Our employees reporting to work to plow the streets, drive through the worst conditions to get to work, streets haven't been plowed, they get to work and take on the challenge in large pieces of equipment, staring out the windshield at snow for up to 16 hours at a time to ensure we have safe travel conditions.

Our department has reached out to other departments in the area to assess what other communities have set as their level of service on their roadways. In reviewing those responses, we noted one community with a snow plow policy of 1.5" on residential streets, several communities that plow residential streets at 2", a few that plow at 3" and even two communities that plow residential streets at 4". That being said, snow plows do not have down pressure to peel up snow. The weight of the blade is all there is, except for graders, which the city owns one. The plows flow with the crown of the road and with any imperfection, the plow will jump and leave material behind. With plowing lesser amounts of snow, it may look like we aren't pushing anything.

I feel in the City of De Pere, our team has the knowledge and experience to make the best decision for the community relating to snow plowing based upon several factors. Those factors include: time of year, temperatures before/during/after storm event, type of precipitation (dry, wet, sleet, drifting), wind, city events planned, De Pere PD concerns, schools in sessions or on break (buses) etc. We may make a call to plow 2.5" due to one or more of the factors listed above as it is deemed the best management practice given the weather event. We also may not plow at 3.5" based on any of those factors above. With winter weather, no two weather events are the same and with that we can't have a cookie cutter plan.

In municipal government, we are not able to make everyone happy and while that is frustrating at times, we have to rely on making the best management decisions, for the best interest of the city in a fiscally and environmentally sound manner. While we are tasked with making these decisions, we must be able to say no when warranted. While someone may want the snow plowed at 1 or 2 inches, their neighbor may think we are wasting "their" tax dollar plowing that amount.

My recommendation is to not change the current practice or policy. We will continue to use our due diligence in doing what is in the best interest for the city.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Discussion of Main Avenue & Reid Street Pavement Conditions*

The intent of this item is to discuss the pavement conditions of Main Avenue and Reid Street.

Main Avenue and Reid Street are designated as STH 32 through the City of De Pere. This segment of STH 32 is a connecting highway. For a connecting highway, the City receives annual funding called Connecting Highway Aids (CHA) to perform standard maintenance on the street such as plowing, street sweeping, striping, traffic signal maintenance, street lighting, periodic concrete patching, etc. Once a connecting highway is deteriorated beyond standard maintenance, the Wisconsin Department of Transportation (DOT) will reconstruct the highway. Staff has been working with the DOT for the past ten (10) years for the reconstruction of Main Avenue due to its deteriorated pavement condition.

This project was originally programmed by the DOT for reconstruction in 2015. At this time the project corridor was Main Avenue from Third Street to Eighth Street and Eighth Street from Main Avenue to Ash Street. The DOT hired a consultant to perform a corridor study. As the study was conducted, it was determined the corridor would be broken into two (2) segments for construction which would consist of Main Avenue from Third Street to Eighth Street and Eighth Street from Main Avenue to Ash Street. Eighth Street was funded and reconstructed by the DOT in 2017.

Main Avenue continued to be further studied and evaluated. As the study continued there were challenges such as the railroad bridge, one way versus two way traffic and other environmental issues that needed to be resolved before the Main Avenue construction project could be scheduled. The DOT notified staff on July 28, 2016 that Main Avenue was tentatively scheduled for construction in 2023.

On August 29, 2017 staff was notified by the DOT that Main Avenue was no longer scheduled for construction in 2023 and was currently listed for 2030 even though they had spent significant resources for the preliminary design. The DOT said Main Avenue was deferred to free up limited improvement funds to complete more highway projects to address growing needs across the entire region. The DOT reviewed the pavement condition on Main Avenue and felt there is remaining pavement service life in the pavement structure. Staff shared with the DOT at this time the following:

- * The City had been making decisions for repairs on Main Avenue based on the 2023 reconstruction year. Several storm sewer inlets were in bad condition that was fixed temporarily to last until 2023.
- * The pavement east of Eighth Street is in bad condition and cannot wait until 2030 or beyond.
- * The City just had a water main break on Main Avenue and needs to have the water mains replaced in the near future due to the aging infrastructure.
- * Because STH 32 is connecting highway, the City is required to maintain this segment. The City is being somewhat penalized because the City has done a lot of pavement patching and repairs on Main

Avenue through the years. Communities that have not been properly maintaining connecting highways will have their deteriorated facilities replaced sooner. This has now worked to the City's detriment.

* The City has been spending a lot of time and money on planning and design for preparing the alleys for access to businesses that front Main Avenue.

* All the planning, traffic modeling, survey, and design dollars spent to date are now being wasted as much of this will need to be redone. Staff did find out the DOT has spent a total of \$1,123,500 for consultant fees and DOT staff and resources.

Staff has continued over the past couple of years requesting the DOT to reconsider programming the reconstruction of Main Avenue. The DOT's position at this time is the pavement service life can be extended by 8 - 15 years by doing pavement repairs and a thin overlay. DOT considers this type of work to be "maintenance" and must be funded by the municipality. I spoke to the Wisconsin Concrete Pavement Association (WCPA) regarding the service life of concrete pavement. WCPA referred me to the DOT's website and the DOT's Facility Development Manual (FDM) regarding the typical service life for concrete pavement which is as follows:

* Initial construction = 25 years

* 1st Rehabilitation= 8 - 15 years

* 2nd Rehabilitation= 8 - 15 years

* 3rd Rehabilitation = 8 - 15 years

* Reconstruction should occur after the life of pavement hits 49-70 years.

According to the information the DOT has provided the City previously, Main Avenue's existing pavement was originally constructed in 1948-1952. A pavement life would be in the range of 2000 to 2021 (This takes in the service life of the rehabilitations of 8-15 years) range. For case of discussion, let's use the total maximum pavement life of 70 years. This would mean the street should be reconstructed approximately in 2021. Staff feels the street has outlived its service life per the DOT's standards mentioned above.

In addition, the DOT feels the City should use the CHA received annually to do the pavement repairs and resurface the street to get another 8-15 years of service life out of the pavement. As mentioned previously, CHA are payments municipalities receive from the DOT for compensation for the costs of maintaining state highways through a municipality. According to the DOT eligible costs for using CHA are expenses associated with traffic control and maintenance of designated routes on state highway system existing in a community. A list of maintenance activities is not explicitly detailed in the state statutes. The City currently receives approximately \$75,000 annually in CHA payments for all the connecting highways that pass through the City (See attached map of connecting highways within the City). Approximately \$32,000 of these payments is designated for Main Avenue and Reid Street. The City spends approximately \$50,000 for annual maintenance costs for street lighting, traffic signals, snow plowing, pothole patching, pavement striping, street sweeping, and storm sewer maintenance on Main Avenue and Reid Street. Staff has estimated the costs for the pavement repairs and resurfacing Main Avenue and Reid Street will exceed \$600,000. Staff feels these pavement repairs and resurfacing costs should not be the responsibility of the City.

Staff has received several complaints regarding the condition of Main Avenue. Recently, a resident of De Pere reached out to the DOT regarding the condition of Main Avenue after staff had informed them the DOT has delayed the reconstruction of Main Avenue due to funding. The DOT informed the resident the City needs to make repairs to the existing pavement and resurface the street utilizing CHA funds. The City Administrator then reached out to the League of Municipalities inquiring if they have ever heard the DOT claiming it is the City's responsibility for major project costs for a State Highway because of receiving CHA. The League responded this was something new to them.

In addition, the same resident mentioned above also reached out to Alderperson Hansen regarding the condition of Main Avenue. Alderperson Hansen has been reaching out to various State Officials

regarding the condition of Main Avenue. The DOT has informed Alderperson Hansen the same things staff has been told.

At this time, staff is requesting input from the BOPW on how the City should be addressing the pavement condition on STH 32 (Main Avenue and Reid Street).

ATTACHMENTS:

- Connecting Highway Map (PDF)

DE PERE

Connecting Highways

Ashwaubenon

Allouez

12 n of Randall Ave

Ash St

57

32

32N

32S

32

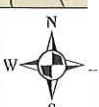
32

Cook St

- Connecting Highway
- Other State Highway
- Other Road
- City or Village
- Adjacent City/Village

WisDOT Bureau of Planning
and Economic Development
PDF created: 01/05/2017

0 0.1 0.2 0.4 0.6 0.8 Miles



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

MEETING DATE: February 10, 2020

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on a request from Ald. Hansen's regarding Volunteer Sidewalk Shoveling Program

Alderperson Hansen has requested staff research a program where volunteers can shovel snow for the elderly and disabled. The Village of Bellevue recently started a similar program. Staff contacted the Village of Bellevue on their program. The Village just started their program and it appears they have not had success with having two requests for shoveling and only one volunteer. The Village is hoping the program gets off the ground and more volunteers step forward so the program can be successful.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on a request from Ald. Hansen regarding Tree Preservation at 307 Grandeur Oaks Ct

Alderman Hansen has requested the BOPW consider tree preservation request for 307 Grandeur Oaks Ct (See attached map).

ATTACHMENTS:

- 307 Grandeur Oaks Ct - Tree Preservation Inquiry (PDF)
- Map 307 Grandeur Oaks Ct (PDF)

Scott Thoresen

From: Scott Thoresen
Sent: Tuesday, January 28, 2020 8:52 AM
To: Jonathon Hansen
Cc: Ryan Jennings; Don Melichar; Eric Rakers; Larry Delo
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Good Morning Jonathon:

Thanks for the email.

I will put this on the February agenda at your request. Feel free to invite anyone you would like to discuss this matter with the BOPW.

Any questions please let me know.

Make it a great day!

Thanks,

Scott J. Thoresen, P.E.

Director of Public Works | [City of De Pere](#)
 925 South Sixth Street | De Pere, WI 54115
 Tel: (920) 339-8095 | Fax: (920) 339-4071



Email: sthoresen@ci.de-pere.wi.us
 Facebook: [City of De Pere Facebook](#)

From: Jonathon Hansen
Sent: Monday, January 27, 2020 9:45 PM
To: Larry Delo; Scott Thoresen
Cc: Ryan Jennings; Don Melichar; Eric Rakers
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hi Larry and Scott,

I have been giving this some thought, and although I understand staff's position that the City should not be responsible for this type of erosion control work, I would like this placed on a BOPW agenda. Please confirm ahead of time the month that it will be discussed, and I will make sure to share that information with Mr. Fred Fullerton so that he can attend the meeting. Perhaps notices could be sent out to other residents in that neighborhood as well.

Thank you,

Ald. Jonathon M. Hansen

De Pere City Council
 District 2 (Southeast De Pere)
 920-425-4265
jhansen@mail.de-pere.org



From: Larry Delo
Sent: Monday, January 13, 2020 3:23 PM
To: Scott Thoresen; Jonathon Hansen
Cc: Ryan Jennings; Don Melichar; Eric Rakers
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hello Everyone:

Jonathon,

We did have some preliminary discussions on this issue at the staff level that included the Mayor and everyone was in agreement that damage from storm water on private property that is not caused by the City's storm water system or that is having some other significant negative impact to the community is the private property owner's issue to resolve. The property owner always has the opportunity to seek appropriate permits and complete whatever erosion control work they deem necessary on their own property.

If you still wish to have the City consider completing this erosion control work on this property, I would recommend placing this on a BOPW agenda to determine if the BOPW wants staff to further pursue this storm water work. Just let me or Scott know if you would like this item on a future BOPW agenda. Thanks.

Larry Delo, ICMA - CM
 City Administrator
 City of De Pere
 920-339-4044
Ldelo@deperewi.gov



From: Scott Thoresen
Sent: Friday, January 10, 2020 9:23 AM
To: Jonathon Hansen
Cc: Larry Delo; Ryan Jennings; Don Melichar; Eric Rakers
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Good Morning Jonathon:

Attachment: 307 Grandeur Oaks Ct - Tree Preservation Inquiry (9181 : Consider Ald. Hansen's Request for 307 Grandeur Oaks Ct Tree

I would agree with Eric that Larry needs to be involved in this discussion. As Eric indicated previously, I am not sure this is really a City issue because if you look at aerials before any development occurred this was already a major drainage swale draining the areas south of this swale. In addition, if we cannot obtain easements from all the property owners along this swale we cannot do any work to fix the issues. Please set up a time to meet through Larry to discuss.

Make it a great weekend!

Thanks,

Scott J. Thoresen, P.E.

Director of Public Works | [City of De Pere](#)
925 South Sixth Street | De Pere, WI 54115
Tel: (920) 339-8095 | Fax: (920) 339-4071

DE PERE



Email: sthoresen@cityofdepere.org
Facebook: [City of De Pere Facebook](#)

From: Eric Rakers
Sent: Thursday, January 9, 2020 6:22 AM
To: Jonathon Hansen; Don Melichar
Cc: Larry Delo; Ryan Jennings; Scott Thoresen
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hi Jonathon,

I will defer to Larry's availability. Larry should be involved as we have discussed responsibility for repair of this swale several times,

Eric

Eric Rakers, P.E.

City Engineer | [City of De Pere](#)
925 S. Sixth Street | De Pere, WI 54115
Tel: (920) 339-4061 | Fax: (920) 339-4071

DE PERE



From: Jonathon Hansen
Sent: Thursday, January 09, 2020 12:35 AM
To: Eric Rakers; Don Melichar
Cc: Larry Delo; Ryan Jennings
Subject: FW: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hi Eric and Don,

Attachment: 307 Grandeur Oaks Ct - Tree Preservation Inquiry (9181 : Consider Ald. Hansen's Request for 307 Grandeur Oaks Ct Tree

I am wondering if we could setup a meeting later this month to further discuss this issue? I am available to meet between 11:00-1:30 on weekdays. I also have off on Monday, January 20 for MLK Day. Please let me know when you might have some availability.

Thanks!

Ald. Jonathon M. Hansen
De Pere City Council
 District 2 (Southeast De Pere)
 920-425-4265
 jhansen@mail.de-pere.org



From: Eric Rakers
Sent: Monday, December 2, 2019 9:21 AM
To: Jonathon Hansen; Don Melichar
Cc: Marty Kosobucki; Scott Thoresen; Larry Delo; Ryan Jennings; Mike Walsh
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hi Jonathon,

Unfortunately, the fix here is not simply adding gravel. We had looked at this several years ago. This will require the installation of heavy riprap along with some bank grading. We will need access for heavy equipment which will likely have impacts to trees. I am guessing this will likely cost between \$300,000 and \$500,000 for the City to repair the entire swale.

We did fix the swale off of Cornellius Martin Court in 2017. This swale was fixed because all the water was coming from a City storm sewer and we obtained easements from all the property owners. When this swale was fixed, we had discussed adding a new project to address the swale you are referencing. The challenges for this swale are:

- The majority of the storm water in the swale is from agriculture fields to the south and not caused by a City storm sewer. There is one small storm sewer that drains to the swale, but as a percent of the flow, it is very small. With this being private property, what involvement should the City have for something like this? While thinking about this, consider the Fox River. If there is erosion on the Fox River on private property, should the City be involved with this?
- When we made the repair on Cornellius Martin swale, one of the property owners for the swale you reference below contacted the City to say they did not want any work done on the swale behind her property. All property owners along the swale with the erosion will need to grant easements for us to do the project.

Eric

Eric Rakers, P.E.
City Engineer | City of De Pere
 925 S. Sixth Street | De Pere, WI 54115
 Tel: (920) 339-4061 | Fax: (920) 339-4071

Attachment: 307 Grandeur Oaks Ct - Tree Preservation Inquiry (9181 : Consider Ald. Hansen's Request for 307 Grandeur Oaks Ct Tree

DE PERE



From: Jonathon Hansen
Sent: Wednesday, November 27, 2019 12:18 AM
To: Don Melichar; Eric Rakers
Cc: Marty Kosobucki; Scott Thoresen; Larry Delo; Ryan Jennings; Mike Walsh
Subject: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hi Don and Eric,

We can discuss this next week when you get back, but just wanted to send this email while it is still fresh in my mind. I received a call tonight from Mr. Fred Fullerton, who lives at 307 Grandeur Oaks Ct. His yard backs up to the conservancy that runs from STH 57 to Old Plank Rd. Over the past 10 years, a number of trees have been lost as a result of water damming up. A few years ago, Don inspected this issue, and City staff agreed that something should be done. The plan was to add some gravel to improve water drainage into the Fox River. Before action was taken, however, a neighbor complained, and the project got shelved because of it. Mr. Fullerton wanted to speak to the neighbor to try to address his concerns, but the neighbor wished to remain anonymous.

He is wondering if we could potentially resurrect this project in order to prevent even more trees from being lost in the future. Like Mr. Fullerton, I really value the forestry in the Old Plank subdivision, so this is a project that I would very much like to see happen if possible.

Thank you!

Ald. Jonathon M. Hansen
De Pere City Council
 District 2 (Southeast De Pere)
 920-425-4265
jhansen@mail.de-pere.org

DE PERE



Attachment: 307 Grandeur Oaks Ct - Tree Preservation Inquiry (9181 : Consider Ald. Hansen's Request for 307 Grandeur Oaks Ct Tree

<Title>



DE PERE



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

W

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

Attachment: Map 307 Grandeur Oaks Ct (9181 : Consider Ald. Hansen's Request for 307 Grandeur Oaks Ct Tree Preservation)

02/03/2020

Packet Pg. 22



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on Sidewalk Installation for Honeysuckle Acres Fourth Addition*

The City has received a preliminary plat for the Honeysuckle Acres Fourth Addition (See attached plat). Sec. 22-5 (e) of the City's ordinance requires the BOPW to review all subdivision plats and certified survey maps requiring dedication of property for street purposes to determine whether or not sidewalks shall be required to be constructed upon streets. The BOPW shall consider such factors for sidewalk construction: thoroughfares, connector streets, connection with public facilities, pedestrian and vehicular safety, and topographic conditions. If the BOPW determines that sidewalks are so required, they shall submit that finding to the common council and final approval of the plat of map may be subject to the imposition of a restrictive covenant thereon requiring installation of sidewalks prior to issuance of any occupancy permit.

Staff is recommending sidewalk be required on all proposed streets including the cul-de-sac for Fox Point Court.

ATTACHMENTS:

- Honeysuckle Acres Fourth Addition Preliminary Plat - REVISED 2 - 13 Jan 2020 (PDF)

OWNER:

BEST BUILT, INC.
C/O JIM BOYE
3100 HOLMGREN WAY
GREEN BAY, WI 54304

SURVEYOR:

TROY E. HEWITT
PROFESSIONAL LAND SURVEYOR #2831
ROBERT E. LEE & ASSOCIATES, INC.
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155

APPROVING & OBJECTING AUTHORITIES:

CITY OF DE PERE
BROWN COUNTY
DEPARTMENT OF ADMINISTRATION

PARCEL ID:

WD-L183-4 (OUTSIDE TIF)
WD-L183-4-1 (WITHIN TIF)

ZONING:

R-1, SINGLE FAMILY RESIDENCE DISTRICT

MINIMUM LOT AREA AS PLATTED:

14,480 Sq.Ft.

PLATTED AREA:

869,063 SQUARE FEET
19.951 ACRES

NUMBER OF LOTS:

34 LOTS

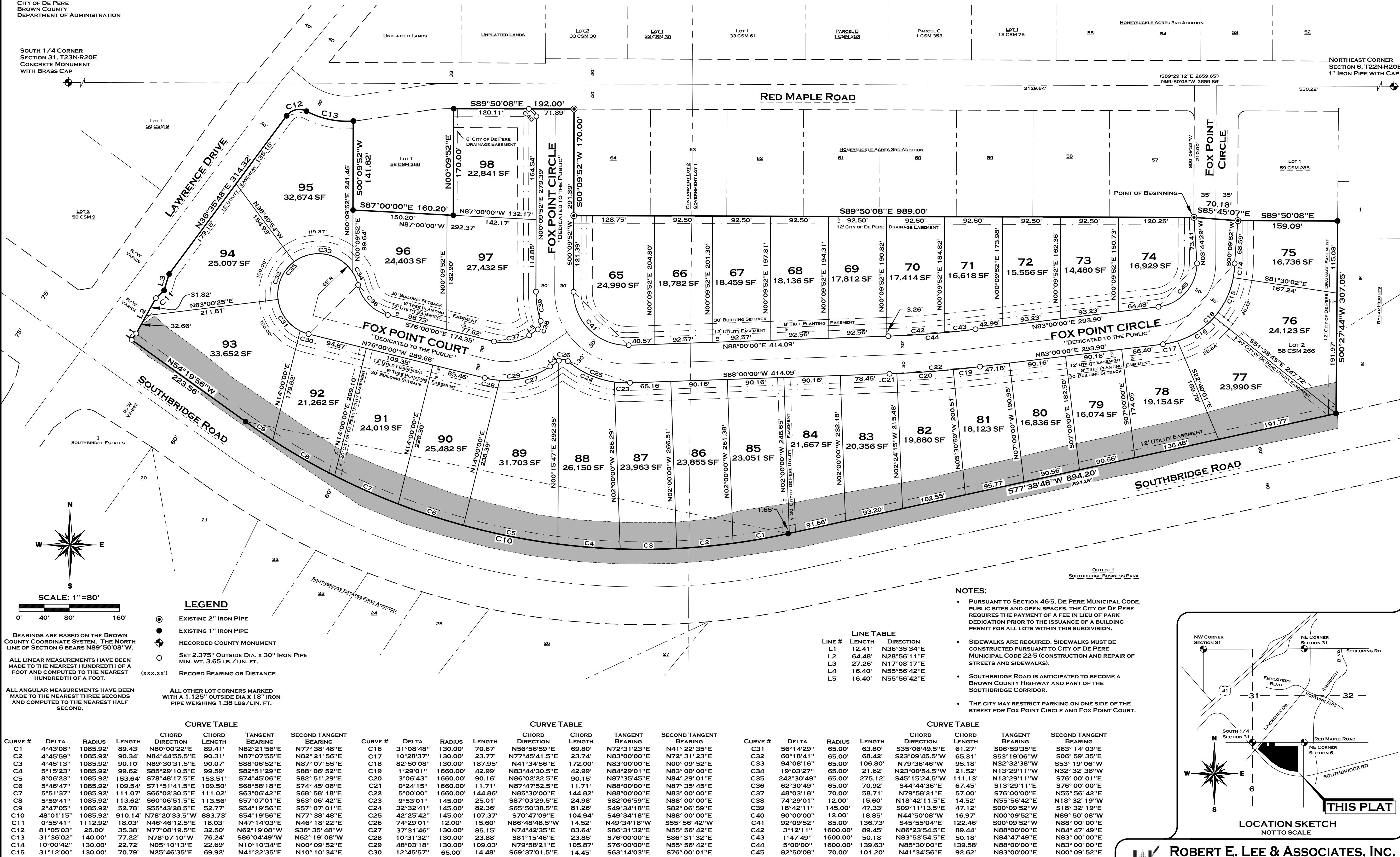
PLATTED AREA DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES:

127,442 SQUARE FEET
2.926 ACRES

PRELIMINARY PLAT

HONEYSUCKLE ACRES FOURTH ADDITION

PART OF LOT 2, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266, MAP NUMBER 8344, DOCUMENT NUMBER 2639659,
LOCATED IN PART OF GOVERNMENT LOTS 1 AND 2, SECTION 6, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD, HOBART, WI 54155
920-662-9641 WWW.RELEINC.COM

PRELIMINARY PLAT

HONEYSUCKLE ACRES FOURTH ADDITION

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LOCATED IN PART OF GOVERNMENT LOTS 1 AND 2, SECTION 6, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANTS BETWEEN DEVELOPER AND PROPERTY OWNER

1. ALL PLANS FOR NEW CONSTRUCTION MUST BE APPROVED BY THE DEVELOPER PRIOR TO START OF CONSTRUCTION.
2. A SITE PLAN SHOWING THE LOCATION OF THE HOME UPON LOT MUST BE APPROVED BY DEVELOPER PRIOR TO START OF CONSTRUCTION.
3. ALL HOME CONSTRUCTION MUST BE STARTED WITHIN TWO YEARS OF THE ACTUAL LOT CLOSING DATE.
4. THE EXTERIOR, ALONG WITH GENERAL CONSTRUCTION OF A BUILDING ERECTED ON THE PREMISES MUST BE COMPLETED WITHIN SIX MONTHS AFTER START OF BUILDING CONSTRUCTION.
5. NO CONSTRUCTION OF ANY DWELLING SHALL BE COMMENCED UNTIL PLANS FOR SUCH DWELLING MEET THE MINIMUM REQUIREMENT OF 1,600 SQUARE FEET OF LIVING SPACE FOR A RANCH STYLE HOME AND 1,900 SQUARE FEET OF LIVING SPACE FOR A TWO STORY HOME. SPLIT LEVEL AND STORY AND A HALF HOMES WILL BE APPROVED BY DEVELOPER AFTER VIEW OF PLANS.
6. EACH DWELLING SHALL HAVE AN ATTACHED GARAGE OF NOT LESS THAN 20 FEET IN WIDTH.
7. THE GRADING, SEEDING, OR SODDING OF LOTS SHALL BE COMPLETED WITHIN THREE MONTHS AFTER COMPLETION OF GENERAL CONSTRUCTION ON THE PROPERTY, EXCLUDING THE MONTHS OF DECEMBER, JANUARY, FEBRUARY, MARCH, APRIL AND MAY.
8. NO BOAT, CAMPER, OR TRAILER MAY BE STORED OR PLACED IN THE FRONT OR SIDE YARD OF ANY LOT DURING THE MONTHS OF OCTOBER THROUGH APRIL. NO ANIMAL SHELTER, PEN OR SATELLITE DISH MAY BE STORED OR PLACED IN THE FRONT OR SIDE YARD OF ANY LOT. SUCH ITEMS MAY BE PLACED IN THE REAR YARD IF SCREENED FROM VIEW OF ABUTTING LANDOWNERS BY APPROPRIATE LANDSCAPING.
9. YARD STORAGE SHEDS AND ACCESSORY GARAGES SHALL BE APPROVED BY THE DEVELOPER AND SHALL BE CONSTRUCTED OF MATERIALS SIMILAR TO THEIR HOME. THE MAXIMUM SIZE OF ANY SHED SHALL BE NO LARGER THAN 14' x 14' AND SHALL NOT HAVE ANY TYPE OF DRIVEWAY TO IT.
10. ALL DRIVEWAYS MUST BE CONCRETE WITHIN THREE MONTHS AFTER COMPLETION OF GENERAL CONSTRUCTION EXCLUDING THE MONTHS OF DECEMBER, JANUARY, FEBRUARY, MARCH AND APRIL.
11. ALL HOMES SHALL CONSIST OF A MASONRY FRONT COVERINGS OF APPROXIMATELY 50% OF THE TOTAL EXTERIOR AREA. HOMES WITH LESS THAN 50% MASONRY FRONT COVERINGS WILL BE CONSIDERED FOR APPROVAL AT THE DISCRETION OF THE DEVELOPER.
12. THE COVENANTS AND RESTRICTIONS BETWEEN THE DEVELOPER AND PROPERTY OWNER SHALL REMAIN IN EFFECT FOR A PERIOD OF 15 YEARS FROM THE DATE THE PLAT WAS RECORDED.

RESTRICTIVE COVENANTS BETWEEN CITY OF DE PERE AND PROPERTY OWNER

1. THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS NOT INCLUDED IN THE DRAINAGE EASEMENT SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.
2. EACH LOT OWNER SHALL GRADE THE PROPERTY ABUTTING A STREET TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.
3. NO POLES, PEDESTALS OR BURIED CABLE ARE TO BE PLACED SO AS TO DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINES OR STREET LINES, A DISTURBANCE OF SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF THE WISCONSIN STATUTES.
4. A DRAINAGE EASEMENT IN FAVOR OF THE CITY ON REAR AND SIDE LOT LINES AS SHOWN ON THE PLAT SHALL BE PROVIDED. SUCH EASEMENTS SHALL CONTAIN THE FOLLOWING RESTRICTIONS:

A. ANY OBSTRUCTION TO THE FLOW OF WATER, BY ANY MEANS, SHALL BE PROHIBITED.

B. NO STRUCTURE, EARTHEN BERM, DAM, ERECTION OF OTHER IMPROVEMENT, TREE, OR LANDSCAPING SHALL BE PERMITTED.

C. THE ERECTION OF A FENCE OR ANNUAL PLANTINGS MAY BE ALLOWED PROVIDED THAT SAME DO NOT OBSTRUCT THE FLOW OF WATER.

D. GRANTOR IS PROHIBITED FROM CHANGING THE GRADE ELEVATION OF THE DRAINAGE EASEMENT FROM THAT ESTABLISHED BY GRANTEE.

E. GRANTEE SHALL HAVE FULL RIGHTS OF INGRESS AND EGRESS TO CARRY ON AND ALL WORK IN CONNECTION WITH THE MAINTENANCE AND OPERATION IN, OVER, UNDER, AND ACROSS LANDS OF GRANTOR.

F. THE PROPERTY COVERED BY SAID EASEMENT SHALL NOT BE USED IN ANY WAY OR MANNER THAT WILL IMPAIR THE RIGHTS OF GRANTEE.

G. THE EASEMENT SHALL RUN WITH THE LAND, AND SHALL BE BINDING UPON THE GRANTEES, LESSEES, SUCCESSORS, HEIRS AND ASSIGNS OF GRANTOR AND GRANTEE.

H. THE EASEMENT SHALL BE ASSIGNABLE.
5. SIDEWALKS ARE REQUIRED ON ALL FOX POINT CIRCLE AND RED MAPLE ROAD RIGHT OF WAYS.
6. PRIVATE YARDS DRAINS SHALL BE CONSTRUCTED AT THE TIME OF HOME CONSTRUCTION FOR LOTS (XXX). THE YARD DRAIN SHALL BE CONNECTED TO THE STORM LATERAL. EACH OF THESE LOTS SHALL GRADE FOR PROPER DRAINAGE TO THE STREET OR THE YARD DRAIN.
7. LOTS (XXX) SHALL BE DESIGNED TO DRAIN TO THE STREET OR POND.
8. DWELLINGS THAT HAVE EXPOSED WALLS WITH WINDOWS IN THE FOUNDATION SHALL PROVIDE A GRADING PLAN WITH TOPOGRAPHIC LINES SHALL BE DEPICTED ON THE SITE PLAN TO ENSURE THE PROPER ONE-HALF INCH PER FOOT AT TEN FEET FROM DWELLING IS ACHIEVED.
9. PURSUANT TO SECTION 46-5 DE PERE MUNICIPAL CODE PUBLIC OPEN SPACES, THE CITY OF DE PERE REQUIRES THE PAYMENT OF A FEE IN LIEU OF PARK DEDICATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ALL LOTS WITHIN THIS SUBDIVISION.
10. DRIVEWAY ACCESS FOR ALL LOTS SHALL BE FROM FOX POINT CIRCLE, FOX POINT COURT OR RED MAPLE ROAD. NO DRIVEWAYS WILL BE PERMITTED ONTO LAWRENCE DRIVE OR SOUTHBRIDGE ROAD.
11. LOTS 93 THROUGH 95 ARE RESPONSIBLE FOR THE MAINTENANCE OF SIDEWALK ON LAWRENCE DRIVE.

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

BEST BUILT INC., TO

WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE,

TIME WARNER CABLE, AT&T AND CITY OF DE PERE,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES. THIS UTILITY EASEMENT PROVISION DOES NOT PREVENT OR PROHIBIT OTHERS FROM UTILIZING OR CROSSING THE UTILITY EASEMENT AS THE UTILITY EASEMENT(S) ARE NON-EXCLUSIVE.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

OWNER'S CERTIFICATE OF DEDICATION:

BEST BUILT, INC., A CORPORATION DULY ORGANIZED AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS THE PROPERTY OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT.

BEST BUILT, INC., DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

CITY OF DE PERE
BROWN COUNTY
DEPARTMENT OF ADMINISTRATION

DATED THIS _____ DAY OF _____, 2019.

IN THE PRESENCE OF BEST BUILT, INC.

BY _____

NAME: JIM BOEYA

TITLE: PRESIDENT

STATE OF WISCONSIN) _____ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019, THE ABOVE NAMED PROPERTY OWNER(S) TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, WISCONSIN My COMMISSION EXPIRES _____

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED, THAT THE PLAT OF "HONEYSUCKLE ACRES FOURTH ADDITION" IN THE CITY OF DE PERE, BEST BUILT, INC. OWNER, IS HEREBY APPROVED BY THE COMMON COUNCIL ON _____, 2020.

CAREY E. DANEN, CITY CLERK

DATE

TREASURER'S CERTIFICATE:

I, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF BROWN COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH MY OFFICE, THERE ARE NO UNREDEEMED TAX SALES AND UNPAID TAXES, OR SPECIAL ASSESSMENTS ON AND OF THE LAND INCLUDED IN THIS PLAT.

PAUL ZELLER
BROWN COUNTY TREASURER

DATE

SURVEYOR'S CERTIFICATE:

I, TROY E. HEWITT, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF BEST BUILT, INC., I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING PART OF LOT 2, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266, MAP NUMBER 8344, DOCUMENT NUMBER 2639659, LOCATED IN PART OF GOVERNMENT LOTS 1 AND 2, SECTION 6, R22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE N89°50'08"W, 530.22 FEET ON THE NORTH LINE OF SAID GOVERNMENT LOT 1; THENCE S00°09'52"W, 210.00 FEET ON THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF FOX POINT CIRCLE TO THE SOUTHERLY RIGHT OF WAY OF FOX POINT CIRCLE, THE POINT OF BEGINNING; THENCE S85°45'07"E, 70.18 FEET ON SAID SOUTHERLY RIGHT OF WAY TO THE EASTERLY RIGHT OF WAY OF SAID FOX POINT CIRCLE; THENCE S89°50'08"E, 159.09 FEET ON THE SOUTH LINE OF LOT 1, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 265 TO THE SOUTHEAST CORNER THEREOF; THENCE S00°27'44"W, 307.55 FEET ON THE EAST LINE OF SAID LOT 2 TO THE NORTHERLY RIGHT OF WAY OF SOUTHBRIDGE ROAD; THENCE S77°38'48"W, 894.20 FEET ON SAID NORTHERLY RIGHT OF WAY; THENCE 910.14 FEET ON THE ARC OF A 1085.92 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N78°20'33.5"W, 883.73 FEET ON SAID NORTHERLY RIGHT OF WAY; THENCE N54°19'56"W, 223.56 FEET ON SAID NORTHERLY RIGHT OF WAY TO THE EASTERLY RIGHT OF WAY OF LAWRENCE DRIVE; THENCE N36°35'34"E, 12.41 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N28°56'11"E, 64.48 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE 18.03 FEET ON THE ARC OF A 1112.92 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N46°46'12.5"E, 18.03 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N17°08'17"E, 27.26 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N36°35'48"E, 314.32 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE 35.38 FEET ON THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N77°08'19.5"E, 32.50 FEET ON SAID EASTERLY RIGHT OF WAY TO THE SOUTHERLY RIGHT OF WAY OF RED MAPLE ROAD; THENCE 77.22 FEET ON THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS N78°07'10"W, 76.24 FEET ON SAID SOUTHERLY RIGHT OF WAY OF RED MAPLE ROAD TO THE NORTHWEST CORNER OF LOT 1, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266; THENCE S00°09'52"W, 141.82 FEET ON THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE S87°00'00"E, 160.20 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER THEREOF; THENCE N00°09'52"E, 170.00 FEET ON THE EAST LINE OF SAID LOT 1 TO SAID SOUTHERLY RIGHT OF WAY OF RED MAPLE ROAD; THENCE S89°50'08"E, 192.00 FEET ON SAID SOUTHERLY RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 64, HONEYSUCKLE ACRES THIRD ADDITION; THENCE S00°09'52"W, 170.00 FEET ON THE WEST LINE OF SAID LOT 64 TO THE SOUTHWEST CORNER THEREOF; THENCE S89°50'08"E, 989.00 FEET ON THE SOUTH LINE OF LOTS 57-64, HONEYSUCKLE ACRES THIRD ADDITION TO THE WESTERLY RIGHT OF WAY OF FOX POINT CIRCLE, THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 869,063 SQUARE FEET (19.951 ACRES) OF LAND MORE OR LESS.

THAT THE WITHIN MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES IN THE SURVEYING, DIVIDING AND MAPPING OF THE SAME.

TROY E. HEWITT PLS #2831
ROBERT E. LEE & ASSOCIATES, INC.

DATE

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20 _____

Department of Administration



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTER BOULEVARD, COBART, WI 54155
920-662-9641 WWW.RELEINC.COM



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on Constructing Lost Dauphin Sidewalk

ATTACHMENTS:

- 2020 0210 CI_BOPW-Lost Dauphin Sidewalk (PDF)
- Lost Dauphin Sidewalk Layout (PDF)
- Future Southbridge-11X17 (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2020

RE: **Consideration and Possible Action on Constructing Lost Dauphin Sidewalk**

Alderperson Nelson requested staff to review the possible installation of sidewalk along Lost Dauphin Road, from the subdivision south of Red Maple Road to the existing sidewalk at Terry Lane. Staff completed a preliminary layout to determine potential costs and impacts for the project.

Background Information

Red Maple Road from Red Tail Glen to Lost Dauphin Road and Lost Dauphin Road from Hopf Lane to 400 feet south of Terry Lane are rural section roadways (ditches without curb and gutter). These areas do not currently have sidewalks. The subdivision to the south and existing development to the north have sidewalks. Red Maple Road is the primary route for pedestrians from Red Tail Glen to the north, and Lost Dauphin is the primary route for pedestrians from Hopf Lane to the north. Red Maple Road and this section of Lost Dauphin Road are collector streets, meaning there are higher traffic volumes.

Discussion

A preliminary survey was completed and a concept created (see attached). The estimated cost for the sidewalk is \$500,000. The challenge along this corridor is that these are rural streets which will be reconstructed in the future. Several issues identified in the design include:

- There is a large culvert under Lost Dauphin Road with beam guard. In order to fit the sidewalk within the current culvert limits, a retaining wall will be required.
- There is a large culvert under Red Maple Road. A seven foot sidewalk will need to be constructed immediately adjacent to the road to fit within the culvert limits.
- Culverts and inlets will be required along the sidewalk section due to the rural road.
- The sidewalk in several areas is located along farm field which may present maintenance challenges.

The City has added sidewalks to several streets over the last few years that did not have sidewalk. These included Lawrence Drive, south of Scheuring Road in 2015 and the ongoing Lawrence Drive project from Scheuring Road to Main Avenue. Lawrence Drive is also a collector street. Lawrence Drive is an urban section street with curb and gutter.

The sidewalk project area is part of the Southern Bridge corridor. The Southern Bridge project has gained traction over the last year. The Brown County Highway Department prepared a conceptual layout at Red Maple Road and Lost Dauphin Road which is attached. There are significant changes in the

alignments for Red Maple Road and Lost Dauphin Road which will result in the sidewalk being completely relocated/reconstructed.

Finally, the City is rehabilitating Red Maple this year and adding bike lanes.

Recommendation

Staff does not recommend the installation of sidewalk due to the cost, construction issues identified above, and upcoming Southern Bridge project. Additionally, bike lanes are being added to Red Maple Road this year.

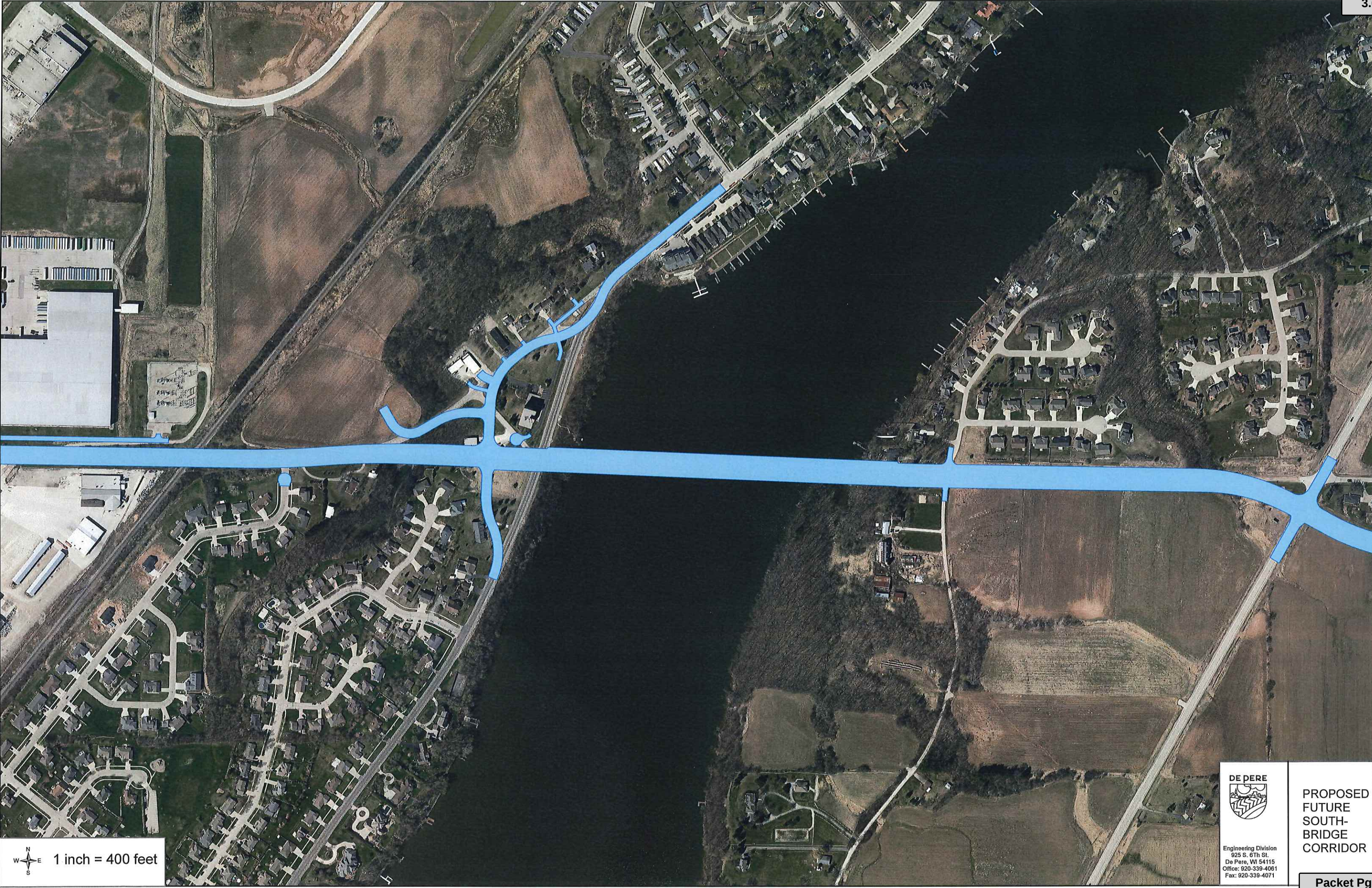
If the Board would like to pursue the project, staff will create a preliminary timeline and bring back to the Board and Council for additional action.



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

LOST DAUPHIN
SIDEWALK INSTALLATION

DATE: 7-31-19
BY: BK
CHECKED: EPR



N
W E S
1 inch = 400 feet



Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

PROPOSED
FUTURE
SOUTH-
BRIDGE
CORRIDOR



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on Supplying Sandbags to Residents for Flooding Purposes

The Brown County Highway Department purchased a sandbag machine. The County is offering to all their municipalities' access to sandbags at a cost of up to \$0.60 per bag (see attached email). The intent of this discussion is to determine if the City wants to offer residents sandbags in the event the City experiences flooding.

ATTACHMENTS:

- Sandbag Machine (PDF)

Scott Thoresen

From: Fontecchio, Paul A. <Paul.Fontecchio@browncountywi.gov>
Sent: Wednesday, August 7, 2019 3:29 PM
To: Allyn Dannhoff; Andy Smits; Cary Dequaine (townofgreenbay@itol.com); Dave Strelcheck; Dennis Cashman (dcashman@TownofRockland.org); Diane Wessel; dmartin@ashwaubenon.com; Ericka Sisel (erika@villageofdenmark.com); Geoff Farr (gfarr@villageofhoward.com); gpotts@villageofbellevue.org; James Osterloh (Jim.osterloh@gmail.com); Jerry Lancelle (jerry@hobart-wi.org); Jerry Wall (billclancy1936@yahoo.com); Joel Van Lannen (pubdept@villageofpulaski.org); Keith Deneys (keith@townofpittsfield.org); Mike VanLanen (clerk@townofscott.com); Patrick Wetzel (PatrickW@townoflawrence.org); Rick Loppnow (glenmorechair@yahoo.com); Scott Thoresen; Sean Gehin; sgeiger@villageofbellevue.org; Steve Dart (dartschair@gmail.com); Steve Grenier (stevengr@greenbaywi.gov); Tom Kempen (v2011@yahoo.com); Travis Coenen (tcoenen@wrightstown.us); William Krueger (michwallerius@gmail.com); William Verbeten (tcmartzahl@centurytel.net)
Cc: 'davidli@greenbaywi.gov'; Delain, Todd J.; Sandberg, Daniel O.; Chris Pirlot; Maki, Lauri O.; Peltier, Cullen S.; Harmann, Lisa M.; Morehouse, Jon J.; Danielski, Paul G.; Green, Harry W.; Piacenti, Michael J.; Sell, Andy L.; Johnson, Larry D.; Cisler, Mike C.; Holda, Doug J.; Streckenbach, Troy J.; Flynt, Jeffrey G.; Gerbers, Gregory A.; Kriese, Matt M.; Mushinski, Michael L.; Haen, Dear R.; Piette, Marty F.; 'Qualls, Nathan'; Younger, Brandy J.; Rezek, Heather R.; Heinzen, Linn F.; Delvaux, Dave J.; Beaupre, Jim W.; Moynihan, Patrick W.; Lund, Thomas J.; Erickson, Bernard J.; Anthes, Scott P.; Anderson, Neil S.; Gulmire, Jan A.; Weininger, Chad J.; Hemery, David P.
Subject: Brown County Sandbag Machine
Attachments: BC Sandbag Machine.JPEG
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All –

With the water levels as high as they are, Brown County Public Works has purchased a sandbag filling machine for **County** to have access to.

- The machine will be located at our main highway shop in Howard – Duck Creek @ 2198 Glendale Ave.
- We always have a huge sand pile for our asphalt plant and we have a front end loader back there at all time
- We currently have 30,000 sand bags and we have wood pallets to load the bags onto.

Here is a video of the machine in action: <https://www.youtube.com/watch?v=ubP2kD3ubjk>

If your municipality needs sandbags:

- 1) Call the Brown County on-call Superintendent anytime day or night at **391-4699**.

Attachment: Sandbag Machine (9192 : Consider Supplying Sandbags to Residents for Flooding Purposes)

- 2) Either, request that Brown County staff fills 'x' number of bags for you or that you will send people to fill them yourselves (the machine is best run with three (3) on the assembly line). Brown County will provide the front end loader operator (and the extra manpower if requested).
- 3) If absolutely needed, the machine, sand, bags, etc. can be delivered to a site, but we will be mainly set up 2198 Glendale Ave. for simplicity.
- 4) **Costs to you.** The cost for 1 full sandbag is \$0.43 per bag – this covers the cost of the bag, sand, wood pallets, one (1) loader operator and the loader equipment costs all rolled into one. So you are simply charged \$0.43 per bag. If you need the three (3) additional Brown County highway crew members to operate the machine, the rate goes up to \$0.60 per bag. These prices are at cost – there is no markup in them. These prices also assume you are delivering the bags to the site (this also can be done by Brown County on a time and material basis). The costs will be updated each year based on our actual costs for materials, etc.
- 5) If a landowner in your municipality needs sandbags, Brown County will sell them to the municipality and the municipality can decide how to serve their citizens (we are serving you as a municipal entity). So to be clear, private citizen requests for sandbags need to flow through the municipality.

I hope in the months to come and next spring that none of us needs this machine, but we needed it in March this year and didn't have it. Now we do.

Please pass on to your staff as appropriate.

If you have any questions, please call me anytime.



(Logo on the machine)

Thanks,

Paul Fontecchio, P.E.

Public Works Director / Highway Commissioner

Brown County

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Attachment: Sandbag Machine (9192 : Consider Supplying Sandbags to Residents for Flooding Purposes)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 20-01A
West Sewer and Water Relay and Street Resurfacing*

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-01A(PDF)
- 2020 0130 Project 20-01A Bid Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-01A West Sewer and Water Relay and Street Resurfacing***

The Engineering Department received bids on Project 20-01A West Sewer and Water Relay and Street Resurfacing on January 30, 2020. This project involves the relaying of water main at various locations around the City due to the deteriorated condition of the utility. Additionally, the streets will be milled and resurfaced. Portions of the proposed work are to be completed as part of new developments around the City's west side including:

- Southbridge Condominiums at 1881 Southbridge Road
- UHG Office Building at 2020 Innovation Court
- West De Pere High School Building Addition at 665 Grant Street
- Krist Convenience Store at 1218 Grant Street

The Bids received are as follows:

Contractor	Amount
Superior Sewer and Water, Inc.	\$1,836,027.00
Jossart Brothers, Inc.	\$1,914,196.00
Feaker & Sons Co., Inc.	\$1,936,897.26
Dorner, Inc.	\$1,990,052.00
Kruczek Construction, Inc.	\$2,140,140.40
De Groot, Inc.	\$2,168,529.76
Advance Construction, Inc.	\$2,347,724.00
PTS Contractors, Inc.	\$2,366,515.00

The allocated amount from the capital improvement budget is \$1,942,000. Funding will be \$283,000 from taxes, \$242,500 from the sewage revenue fund, \$505,000 from the water utility fund, \$154,000 from the storm water utility fund and \$96,000 from TID 15. Additional funding will come from new developments as follows:

- Southbridge Condominiums: \$110,000
- West De Pere High School Building Addition: \$480,000
- Krist Convenience Store: \$66,000
- AT&T Storm Sewer Repair \$5,500

Staff's recommendation is to accept the bid from Superior Sewer and Water, Inc. in the amount of \$1,836,027.00.

Attachments:

2020 0130 Project 20-01A Bid Tab (PDF)



PROJECT 20-01A SEWER & WATER RELAY & STREET RESURFACING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Superior Sewer and Water, Inc.		Jossart Brothers, Inc.		Feaker & Sons Co., Inc.		Dorner, Inc.		Kruczek Construction, Inc.		De Groot, Inc.		Advance Construction, 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	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER																			
SS-01	Provide 8" PVC Sanitary Sewer (Granular Backfill)	LF	720	\$ 99.00	\$ 71,280.00	\$ 108.00	\$ 77,760.00	\$ 88.00	\$ 63,360.00	\$ 100.00	\$ 72,000.00	\$ 106.00	\$ 76,320.00	\$ 115.71	\$ 83,311.20	\$ 156.00	\$ 112,320.00	\$ 134.00	\$ 96,480.00
SS-02	Provide 8" PVC Sanitary Sewer (Natural Backfill)	LF	100	\$ 62.00	\$ 6,200.00	\$ 55.00	\$ 5,500.00	\$ 50.00	\$ 5,000.00	\$ 65.00	\$ 6,500.00	\$ 70.00	\$ 7,000.00	\$ 61.26	\$ 6,126.00	\$ 110.00	\$ 11,000.00	\$ 76.00	\$ 7,600.00
SS-03	Remove and Relay 8" PVC Sanitary Lateral (Natural Backfill)	LF	100	\$ 64.00	\$ 6,400.00	\$ 85.00	\$ 8,500.00	\$ 55.00	\$ 5,500.00	\$ 75.00	\$ 7,500.00	\$ 85.00	\$ 8,500.00	\$ 92.87	\$ 9,287.00	\$ 150.00	\$ 15,000.00	\$ 95.00	\$ 9,500.00
SS-04	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	1,550	\$ 88.00	\$ 136,400.00	\$ 90.00	\$ 139,500.00	\$ 82.00	\$ 127,100.00	\$ 85.00	\$ 131,750.00	\$ 113.00	\$ 175,150.00	\$ 159.71	\$ 247,550.50	\$ 137.00	\$ 212,350.00	\$ 115.00	\$ 178,250.00
SS-05	Provide 4" PVC Sanitary Sewer Lateral	LF	40	\$ 80.00	\$ 3,200.00	\$ 90.00	\$ 3,600.00	\$ 80.00	\$ 3,200.00	\$ 100.00	\$ 4,000.00	\$ 90.00	\$ 3,600.00	\$ 76.28	\$ 3,051.20	\$ 132.00	\$ 5,280.00	\$ 182.00	\$ 7,280.00
SS-06	Provide 8" x 6" Sanitary Wye	EA	2	\$ 53.00	\$ 106.00	\$ 150.00	\$ 300.00	\$ 525.00	\$ 1,050.00	\$ 200.00	\$ 400.00	\$ 175.00	\$ 350.00	\$ 858.50	\$ 1,717.00	\$ 85.00	\$ 170.00	\$ 192.00	\$ 384.00
SS-07	Provide 8" x 4" Sanitary Wye	EA	12	\$ 44.00	\$ 528.00	\$ 125.00	\$ 1,500.00	\$ 115.00	\$ 1,380.00	\$ 187.00	\$ 2,244.00	\$ 175.00	\$ 2,100.00	\$ 821.64	\$ 9,859.68	\$ 70.00	\$ 840.00	\$ 180.00	\$ 2,160.00
SS-08	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	45	\$ 200.00	\$ 9,000.00	\$ 250.00	\$ 11,250.00	\$ 850.00	\$ 38,250.00	\$ 915.00	\$ 41,175.00	\$ 850.00	\$ 38,250.00	\$ 1,856.38	\$ 83,537.10	\$ 1,000.00	\$ 45,000.00	\$ 768.00	\$ 34,560.00
SS-09	Provide 4' Diameter Sanitary Sewer Manhole	VF	80	\$ 328.00	\$ 26,240.00	\$ 270.00	\$ 21,600.00	\$ 260.00	\$ 20,800.00	\$ 306.00	\$ 24,480.00	\$ 270.00	\$ 21,600.00	\$ 365.09	\$ 29,207.20	\$ 330.00	\$ 26,400.00	\$ 305.00	\$ 24,400.00
SS-10	Construct Outside Drop	LS	1	\$ 6,825.00	\$ 6,825.00	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 1,484.00	\$ 1,484.00	\$ 3,350.00	\$ 3,350.00	\$ 3,535.00	\$ 3,535.00	\$ 10,000.00	\$ 10,000.00	\$ 7,615.00	\$ 7,615.00
SS-11	Core Drill Sanitary Manhole	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 357.00	\$ 714.00	\$ 485.00	\$ 970.00	\$ 2,525.00	\$ 5,050.00	\$ 2,700.00	\$ 5,400.00	\$ 2,500.00	\$ 5,000.00
SS-12	Connect to Existing Sanitary Sewer Pipe	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,550.00	\$ 7,750.00	\$ 807.00	\$ 4,035.00	\$ 425.00	\$ 2,125.00	\$ 2,525.00	\$ 12,625.00	\$ 1,000.00	\$ 5,000.00	\$ 1,850.00	\$ 9,250.00
SS-13	Sanitary Sewer Dig Down and Repair Offset Joint-5'	EA	1	\$ 3,400.00	\$ 3,400.00	\$ 5,000.00	\$ 5,000.00	\$ 4,220.00	\$ 4,220.00	\$ 4,280.00	\$ 4,280.00	\$ 3,225.00	\$ 3,225.00	\$ 5,908.50	\$ 5,908.50	\$ 17,000.00	\$ 17,000.00	\$ 4,350.00	\$ 4,350.00
SS-14	Sanitary Sewer Dig Down and Repair Lateral (Leonard & Lost Dauphin)	EA	2	\$ 4,200.00	\$ 8,400.00	\$ 9,000.00	\$ 18,000.00	\$ 6,000.00	\$ 12,000.00	\$ 7,716.00	\$ 15,432.00	\$ 5,300.00	\$ 10,600.00	\$ 8,585.00	\$ 17,170.00	\$ 15,000.00	\$ 30,000.00	\$ 13,175.00	\$ 26,350.00
SS-15	Plug Existing Sanitary Lateral (Reid Street)	EA	2	\$ 260.00	\$ 520.00	\$ 300.00	\$ 600.00	\$ 150.00	\$ 300.00	\$ 243.00	\$ 486.00	\$ 900.00	\$ 1,800.00	\$ 4,040.00	\$ 8,080.00	\$ 600.00	\$ 1,200.00	\$ 3,300.00	\$ 6,600.00
SS-16	Dig Down and Verify Active Sanitary Lateral	EA	2	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 860.00	\$ 1,720.00	\$ 1,248.00	\$ 2,496.00	\$ 900.00	\$ 1,800.00	\$ 4,040.00	\$ 8,080.00	\$ 850.00	\$ 1,700.00	\$ 1,870.00	\$ 3,740.00
STORM SEWER																			
ST-01	Provide 60" RCP Class IV Storm Sewer Granular Backfill	LF	750	\$ 361.00	\$ 270,750.00	\$ 320.00	\$ 240,000.00	\$ 325.00	\$ 243,750.00	\$ 400.00	\$ 300,000.00	\$ 415.00	\$ 311,250.00	\$ 322.05	\$ 241,537.50	\$ 300.00	\$ 225,000.00	\$ 444.00	\$ 333,000.00
ST-02	Provide 60" RCP Class IV Storm Sewer Natural Backfill	LF	350	\$ 249.00	\$ 87,150.00	\$ 180.00	\$ 63,000.00	\$ 205.00	\$ 71,750.00	\$ 275.00	\$ 96,250.00	\$ 300.00	\$ 105,000.00	\$ 167.29	\$ 58,551.50	\$ 200.00	\$ 70,000.00	\$ 322.00	\$ 112,700.00
ST-03	Provide 12" PVC Storm Sewer or RCP Class III Storm Sewer	LF	110	\$ 68.00	\$ 7,480.00	\$ 65.00	\$ 7,150.00	\$ 64.00	\$ 7,040.00	\$ 55.00	\$ 6,050.00	\$ 83.00	\$ 9,130.00	\$ 68.61	\$ 7,547.10	\$ 90.00	\$ 9,900.00	\$ 121.00	\$ 13,310.00
ST-04	Remove and Relay 12" PVC or RCP Class III Storm Sewer	LF	100	\$ 68.00	\$ 6,800.00	\$ 65.00	\$ 6,500.00	\$ 69.00	\$ 6,900.00	\$ 57.00	\$ 5,700.00	\$ 80.00	\$ 8,000.00	\$ 68.68	\$ 6,868.00	\$ 100.00	\$ 10,000.00	\$ 105.00	\$ 10,500.00
ST-05	Provide 8" PVC Storm Sewer	LF	800	\$ 55.00	\$ 44,000.00	\$ 59.00	\$ 47,200.00	\$ 55.00	\$ 44,000.00	\$ 50.00	\$ 40,000.00	\$ 57.00	\$ 45,600.00	\$ 50.60	\$ 40,480.00	\$ 70.00	\$ 56,000.00	\$ 76.00	\$ 60,800.00
ST-06	Provide 6" PVC Storm Sewer	LF	600	\$ 50.00	\$ 30,000.00	\$ 53.00	\$ 31,800.00	\$ 52.00	\$ 31,200.00	\$ 50.00	\$ 30,000.00	\$ 48.00	\$ 28,800.00	\$ 50.43	\$ 30,258.00	\$ 70.00	\$ 42,000.00	\$ 67.00	\$ 40,200.00
ST-07	Provide 8" x 6" Storm Branch or Inserta Tee	EA	20	\$ 70.00	\$ 1,400.00	\$ 100.00	\$ 2,000.00	\$ 250.00	\$ 5,000.00	\$ 177.00	\$ 3,540.00	\$ 300.00	\$ 6,000.00	\$ 455.51	\$ 9,110.20	\$ 100.00	\$ 2,000.00	\$ 134.00	\$ 2,680.00
ST-08	Provide 10' Diameter Storm Manhole or Variable Tee Manhole	VF	20	\$ 905.00	\$ 18,100.00	\$ 1,015.00	\$ 20,300.00	\$ 575.00	\$ 11,500.00	\$ 677.00	\$ 13,540.00	\$ 600.00	\$ 12,000.00	\$ 549.49	\$ 10,989.80	\$ 880.00	\$ 17,600.00	\$ 965.00	\$ 19,300.00
ST-09	Provide 9' Diameter Storm Manhole or Variable Tee Manhole	VF	20	\$ 900.00	\$ 18,000.00	\$ 1,015.00	\$ 20,300.00	\$ 575.00	\$ 11,500.00	\$ 954.00	\$ 19,080.00	\$ 575.00	\$ 11,500.00	\$ 538.72	\$ 10,774.40	\$ 860.00	\$ 17,200.00	\$ 1,440.00	\$ 28,800.00
ST-10	Provide 8' Diameter Storm Manhole or Variable Tee Manhole	VF	25	\$ 772.00	\$ 19,300.00	\$ 400.00	\$ 10,000.00	\$ 450.00	\$ 11,250.00	\$ 422.00	\$ 10,550.00	\$ 415.00	\$ 10,375.00	\$ 388.95	\$ 9,723.75	\$ 800.00	\$ 20,000.00	\$ 730.00	\$ 18,250.00
ST-11	Provide 7' Diameter Storm Manhole or Variable Tee Manhole	VF	20	\$ 772.00	\$ 15,440.00	\$ 425.00	\$ 8,500.00	\$ 400.00	\$ 8,000.00	\$ 428.00	\$ 8,560.00	\$ 385.00	\$ 7,700.00	\$ 431.11	\$ 8,622.20	\$ 750.00	\$ 15,000.00	\$ 1,015.00	\$ 20,300.00
ST-12	Provide 4' Diameter Storm Manhole	VF	10	\$ 450.00	\$ 4,500.00	\$ 550.00	\$ 5,500.00	\$ 550.00	\$ 5,500.00	\$ 424.00	\$ 4,240.00	\$ 515.00	\$ 5,150.00	\$ 676.64	\$ 6,766.40	\$ 440.00	\$ 4,400.00	\$ 500.00	\$ 5,000.00
ST-13	Remove and Replace 4' Diameter Storm Manhole	VF	5	\$ 450.00	\$ 2,250.00	\$ 580.00	\$ 2,900.00	\$ 625.00	\$ 3,125.00	\$ 526.00	\$ 2,630.00	\$ 515.00	\$ 2,575.00	\$ 720.36	\$ 3,601.80	\$ 440.00	\$ 2,200.00	\$ 615.00	\$ 3,075.00
ST-14	Remove and Replace Type B Inlet	EA	3	\$ 1,800.00	\$ 5,400.00	\$ 2,200.00	\$ 6,600.00	\$ 2,500.00	\$ 7,500.00	\$ 2,000.00	\$ 6,000.00	\$ 2,400.00	\$ 7,200.00	\$ 2,125.21	\$ 6,375.63	\$ 3,000.00	\$ 9,000.00	\$ 2,540.00	\$ 7,620.00
ST-15	Core Drill Manhole	EA	1	\$ 200.00	\$ 200.00	\$ 2,000.00	\$ 2,000.00	\$											



PROJECT 20-01A SEWER & WATER RELAY & STREET RESURFACING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Superior Sewer and Water, Inc.		Jossart Brothers, Inc.		Feaker & Sons Co., Inc.		Dorner, Inc.		Kruczek Construction, Inc.		De Groot, Inc.		Advance Construction, 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	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
W-21	Provide Hydrant 7.5' Bury	EA	3	\$ 4,200.00	\$ 12,600.00	\$ 4,150.00	\$ 12,450.00	\$ 4,300.00	\$ 12,900.00	\$ 4,302.00	\$ 12,906.00	\$ 4,600.00	\$ 13,800.00	\$ 4,476.32	\$ 13,428.96	\$ 4,500.00	\$ 13,500.00	\$ 4,050.00	\$ 12,150.00
W-22	Provide Water Main Offset	EA	1	\$ 6,750.00	\$ 6,750.00	\$ 2,000.00	\$ 2,000.00	\$ 3,600.00	\$ 3,600.00	\$ 4,261.00	\$ 4,261.00	\$ 3,500.00	\$ 3,500.00	\$ 4,747.00	\$ 4,747.00	\$ 4,200.00	\$ 4,200.00	\$ 6,930.00	\$ 6,930.00
W-23	Provide 1/2 Water Main Offset	EA	1	\$ 6,300.00	\$ 6,300.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,387.00	\$ 2,387.00	\$ 2,300.00	\$ 2,300.00	\$ 3,737.00	\$ 3,737.00	\$ 3,300.00	\$ 3,300.00	\$ 3,700.00	\$ 3,700.00
W-24	Abandon/Remove Water Main and Appurtenances	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 24,300.00	\$ 24,300.00	\$ 12,405.00	\$ 12,405.00	\$ 31,000.00	\$ 31,000.00	\$ 20,200.00	\$ 20,200.00	\$ 7,500.00	\$ 7,500.00	\$ 12,500.00	\$ 12,500.00
STREET AND DRAINAGE																			
SD-01	Provide Clearing and Grubbing (Ash Street)	LS	1	\$ 2,600.00	\$ 2,600.00	\$ 6,300.00	\$ 6,300.00	\$ 6,180.00	\$ 6,180.00	\$ 6,120.00	\$ 6,120.00	\$ 6,000.00	\$ 6,000.00	\$ 6,565.00	\$ 6,565.00	\$ 7,500.00	\$ 7,500.00	\$ 5,800.00	\$ 5,800.00
SD-02	Unclassified Excavation	CY	100	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 50.00	\$ 5,000.00	\$ 16.00	\$ 1,600.00	\$ 35.00	\$ 3,500.00	\$ 25.25	\$ 2,525.00	\$ 18.30	\$ 1,830.00	\$ 32.00	\$ 3,200.00
SD-03	Remove Asphaltic Concrete Pavement	SY	85	\$ 16.00	\$ 1,360.00	\$ 5.00	\$ 425.00	\$ 2.00	\$ 170.00	\$ 4.00	\$ 340.00	\$ 6.00	\$ 510.00	\$ 10.10	\$ 858.50	\$ 16.10	\$ 1,368.50	\$ 8.00	\$ 680.00
SD-04	Remove or Black Out Existing Paint Striping	LS	1	\$ 480.00	\$ 480.00	\$ 500.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 459.00	\$ 459.00	\$ 362.90	\$ 362.90	\$ 3,535.00	\$ 3,535.00	\$ 450.00	\$ 450.00	\$ 460.00	\$ 460.00
SD-05	Mill Asphaltic Concrete Pavement	SY	7,400	\$ 3.20	\$ 23,680.00	\$ 3.25	\$ 24,050.00	\$ 3.20	\$ 23,680.00	\$ 3.00	\$ 22,200.00	\$ 3.00	\$ 22,200.00	\$ 3.29	\$ 24,346.00	\$ 3.10	\$ 22,940.00	\$ 3.20	\$ 23,680.00
SD-06	Pulverize Asphaltic Concrete Pavement and Aggregate	SY	5,000	\$ 0.70	\$ 3,500.00	\$ 0.67	\$ 3,350.00	\$ 0.70	\$ 3,500.00	\$ 0.90	\$ 4,500.00	\$ 0.70	\$ 3,500.00	\$ 0.68	\$ 3,400.00	\$ 0.64	\$ 3,200.00	\$ 0.66	\$ 3,300.00
SD-07	Salvage and Reuse Asphaltic Concrete Pavement and Aggregate	CY	175	\$ 18.00	\$ 3,150.00	\$ 8.00	\$ 1,400.00	\$ 5.25	\$ 918.75	\$ 5.00	\$ 875.00	\$ 11.50	\$ 2,012.50	\$ 20.20	\$ 3,535.00	\$ 5.50	\$ 962.50	\$ 23.00	\$ 4,025.00
SD-08	Provide 1 1/4" Crushed Aggregate Base Course	TON	60	\$ 16.00	\$ 960.00	\$ 17.00	\$ 1,020.00	\$ 16.60	\$ 996.00	\$ 15.00	\$ 900.00	\$ 17.00	\$ 1,020.00	\$ 21.21	\$ 1,272.60	\$ 15.00	\$ 900.00	\$ 17.00	\$ 1,020.00
SD-09	Provide 3/4" Crushed Aggregate Base Course (Shouldering Type C-4)	SY	20	\$ 16.00	\$ 320.00	\$ 16.00	\$ 320.00	\$ 15.50	\$ 310.00	\$ 9.00	\$ 180.00	\$ 15.00	\$ 300.00	\$ 20.20	\$ 404.00	\$ 15.00	\$ 300.00	\$ 16.00	\$ 320.00
SD-10	Provide Medium Rip Rap w/ Geotextile Fabric, Type HR	SY	50	\$ 40.00	\$ 2,000.00	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 83.00	\$ 4,150.00	\$ 55.00	\$ 2,750.00	\$ 75.75	\$ 3,787.50	\$ 75.00	\$ 3,750.00	\$ 68.00	\$ 3,400.00
SD-11	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2" Upper Layer	TON	1,400	\$ 67.00	\$ 93,800.00	\$ 68.85	\$ 96,390.00	\$ 67.50	\$ 94,500.00	\$ 67.00	\$ 93,800.00	\$ 67.00	\$ 93,800.00	\$ 69.99	\$ 97,986.00	\$ 65.55	\$ 91,770.00	\$ 67.50	\$ 94,500.00
SD-12	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	1,100	\$ 77.00	\$ 84,700.00	\$ 71.70	\$ 78,870.00	\$ 70.30	\$ 77,330.00	\$ 70.00	\$ 77,000.00	\$ 70.00	\$ 77,000.00	\$ 73.17	\$ 80,487.00	\$ 68.25	\$ 75,075.00	\$ 70.00	\$ 77,000.00
SD-13	Provide Asphaltic Concrete Patch (4")	SY	60	\$ 70.00	\$ 4,200.00	\$ 70.00	\$ 4,200.00	\$ 67.50	\$ 4,050.00	\$ 67.00	\$ 4,020.00	\$ 68.00	\$ 4,080.00	\$ 69.99	\$ 4,199.40	\$ 65.50	\$ 3,930.00	\$ 68.00	\$ 4,080.00
SD-14	Remove and Replace 24" Concrete Curb and Gutter	LF	1,650	\$ 50.00	\$ 82,500.00	\$ 42.00	\$ 69,300.00	\$ 48.10	\$ 79,365.00	\$ 43.00	\$ 70,950.00	\$ 40.00	\$ 66,000.00	\$ 50.40	\$ 83,160.00	\$ 45.00	\$ 74,250.00	\$ 44.00	\$ 72,600.00
SD-15	Remove and Replace 24" Concrete Curb and Gutter Integral (Lawrence Dr)	LF	10	\$ 50.00	\$ 500.00	\$ 110.00	\$ 1,100.00	\$ 52.00	\$ 520.00	\$ 107.00	\$ 1,070.00	\$ 110.00	\$ 1,100.00	\$ 111.10	\$ 1,111.00	\$ 110.00	\$ 1,100.00	\$ 114.00	\$ 1,140.00
SD-16	Remove and Replace 9" Concrete Pavement with Integral Curb (Lawrence Dr)	SY	10	\$ 100.00	\$ 1,000.00	\$ 150.00	\$ 1,500.00	\$ 105.00	\$ 1,050.00	\$ 135.00	\$ 1,350.00	\$ 130.00	\$ 1,300.00	\$ 162.61	\$ 1,626.10	\$ 130.00	\$ 1,300.00	\$ 146.00	\$ 1,460.00
SD-17	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	100	\$ 95.00	\$ 9,500.00	\$ 80.00	\$ 8,000.00	\$ 93.00	\$ 9,300.00	\$ 82.00	\$ 8,200.00	\$ 75.00	\$ 7,500.00	\$ 101.61	\$ 10,161.00	\$ 80.00	\$ 8,000.00	\$ 80.00	\$ 8,000.00
SD-18	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	250	\$ 90.00	\$ 22,500.00	\$ 70.00	\$ 17,500.00	\$ 88.00	\$ 22,000.00	\$ 73.00	\$ 18,250.00	\$ 67.00	\$ 16,750.00	\$ 92.06	\$ 23,015.00	\$ 70.00	\$ 17,500.00	\$ 69.00	\$ 17,250.00
SD-19	Remove and Replace 4" Concrete Sidewalk	SY	500	\$ 85.00	\$ 42,500.00	\$ 60.00	\$ 30,000.00	\$ 84.00	\$ 42,000.00	\$ 63.00	\$ 31,500.00	\$ 57.00	\$ 28,500.00	\$ 82.52	\$ 41,260.00	\$ 60.00	\$ 30,000.00	\$ 60.00	\$ 30,000.00
SD-20	Provide Concrete Flume	EA	2	\$ 1,021.00	\$ 2,042.00	\$ 550.00	\$ 1,100.00	\$ 1,030.00	\$ 2,060.00	\$ 510.00	\$ 1,020.00	\$ 500.00	\$ 1,000.00	\$ 530.25	\$ 1,060.50	\$ 600.00	\$ 1,200.00	\$ 515.00	\$ 1,030.00
SD-21	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	3,350	\$ 1.50	\$ 5,025.00	\$ 2.10	\$ 7,035.00	\$ 1.05	\$ 3,517.50	\$ 2.00	\$ 6,700.00	\$ 2.00	\$ 6,700.00	\$ 2.12	\$ 7,102.00	\$ 2.00	\$ 6,700.00	\$ 2.00	\$ 6,700.00
SD-22	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	500	\$ 8.60	\$ 4,300.00	\$ 9.00	\$ 4,500.00	\$ 8.25	\$ 4,125.00	\$ 8.00	\$ 4,000.00	\$ 8.00	\$ 4,000.00	\$ 8.48	\$ 4,240.00	\$ 8.00	\$ 4,000.00	\$ 8.30	\$ 4,150.00
SD-23	Provide Detectable Warning Field (Natural)	EA	1	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 310.00	\$ 310.00	\$ 326.00	\$ 326.00	\$ 325.00	\$ 325.00	\$ 339.36	\$ 339.36	\$ 320.00	\$ 320.00	\$ 330.00	\$ 330.00
SD-24	Pavement Marking Epoxy 4" White	LF	300	\$ 8.60	\$ 2,580.00	\$ 9.00	\$ 2,700.00	\$ 8.75	\$ 2,625.00	\$ 9.00	\$ 2,700.00	\$ 8.85	\$ 2,655.00	\$ 22.01	\$ 6,603.00	\$ 8.50	\$ 2,550.00	\$ 9.00	\$ 2,700.00
SD-25	Pavement Marking (Handicap Symbol White) Epoxy	EA	2	\$ 265.00	\$ 530.00	\$ 300.00	\$ 600.00	\$ 260.00	\$ 520.00	\$ 255.00	\$ 510.00	\$ 250.00	\$ 500.00	\$ 185.59	\$ 371.18	\$ 250.00	\$ 500.00	\$ 258.00	\$ 516.00
SD-26	Landscaping Topsoil, Seed, Fertilizer, and Mulch	SY	1,100	\$ 6.55	\$ 7,205.00	\$ 8.00	\$ 8,800.00	\$ 7.20	\$ 7,920.00	\$ 10.50	\$ 11,550.00	\$ 9.00	\$ 9,900.00	\$ 7.07	\$ 7,777.00	\$ 7.00	\$ 7,700.00	\$ 11.00	\$ 12,100.00
SD-27	Landscaping Topsoil, Seed, Fertilizer, and Erosion Mat	SY	2,000	\$ 6.75	\$ 13,500.00	\$ 10.00	\$ 20,000.00	\$ 8.75	\$ 17,500.00	\$ 12.00	\$ 24,000.00	\$ 10.00	\$ 20,000.00	\$ 8.08	\$ 16,160.00	\$ 8.40	\$ 16,800.00	\$ 12.60	\$ 25,200.00
SD-28	Site Access Restoration-Regrade Topsoil, Seed, Fertilizer and Mulch	SY	1,300	\$ 6.00	\$ 7,800.00	\$ 8.00	\$ 10,400.00	\$ 4.65	\$ 6,045.00	\$ 4.00	\$ 5,200.00	\$ 4.00	\$ 5,200.00	\$ 6.06	\$ 7,878.00	\$ 4.50	\$ 5,850.00	\$ 4.00	\$ 5,200.00
SPECIAL CONSTRUCTION																			
SC-01	Pipe Foundation Stabilization	CY	100	\$ 0.01	\$ 1.00	\$ 15.00	\$ 1,500.00	\$ 23.00	\$ 2,300.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 25.25	\$ 2,525.00	\$ 22.00	\$ 2,200.00	\$ 22.00	\$ 2,200.00
SC-02	Erosion Bale Ditch Check (Southbridge Condos)	EA	3	\$ 180.00	\$ 540.00	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00	\$ 306.00	\$ 918.00	\$ 170.00	\$ 510.00	\$ 75.75	\$ 227.25	\$ 10.00	\$ 30.00	\$ 310.00	\$ 930.00
SC-03	Sediment Erosion Control Logs	LF	220	\$ 4.00	\$ 880.00	\$ 10.00	\$ 2,200.00	\$ 6.00	\$ 1,320.00	\$ 10.00	\$ 2,200.00	\$ 9.00	\$ 1,980.00	\$ 12.12	\$ 2,666.40	\$ 1.20	\$ 264.00	\$ 10.00	



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 20-03 CIPP
Sewer Lining*

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-03 (PDF)
- 2020 0130 Project 20-03 Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-03 CIPP Sewer Lining***

The Engineering Department received bids on Project 20-03 CIPP Sewer Lining on January 30, 2020. The project consists of pipe lining and internal repairs of deteriorated sewers at locations around the City. Additionally, one sewer located in the vacated Renkens Court is being lined in lieu of abandoning and relaying the sewer as part of the Krist Convenience Store development at 1218 Grant Street. The bids received are as follows:

Contractor	Amount
Hydro-Klean, LLC	\$256,533.00
Visu-Sewer, Inc.	\$261,382.50
Insituform Technologies USA, LLC	\$283,140.80

The budgeted amount from the capital improvement budget is \$274,500. Funding will be from the sewage revenue fund and \$8,500 from the Krist Convenience Store development.

Staff's recommendation is to accept the bid from Hydro-Klean, LLC in the amount of \$256,533.00.

Attachments:

2020 0130 Project 20-03 Bid Tab (PDF)

Attachment: 2020 0210 CI_BOPW_Award_20-03 (9185 : Consideration and possible action on award of Contract 20-03)



**PROJECT 20-03 CIPP SEWER LINING
BID TAB**

3.9.b

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Hydro-Klean, LLC		Visu-Sewer, Inc.		Insituform Technologies USA, LLC	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER LINING									
SS-01	Ridgeway Blvd 15" Sanitary Sewer	LF	805	\$ 41.60	\$ 33,488.00	\$ 38.00	\$ 30,590.00	\$ 45.10	\$ 36,305.50
SS-02	Ridgeway Blvd 12" Sanitary Sewer	LF	550	\$ 31.10	\$ 17,105.00	\$ 28.50	\$ 15,675.00	\$ 29.60	\$ 16,280.00
SS-03	Ridgeway Blvd 8" Sanitary Sewer	LF	500	\$ 22.00	\$ 11,000.00	\$ 23.15	\$ 11,575.00	\$ 23.20	\$ 11,600.00
SS-04	Quinnette Lane 8" Sanitary Sewer	LF	1305	\$ 22.00	\$ 28,710.00	\$ 23.15	\$ 30,210.75	\$ 24.30	\$ 31,711.50
SS-05	Virginia Drive 8" Sanitary Sewer	LF	900	\$ 22.00	\$ 19,800.00	\$ 23.15	\$ 20,835.00	\$ 27.60	\$ 24,840.00
SS-06	S. Superior Street 8" Sanitary Sewer	LF	870	\$ 22.00	\$ 19,140.00	\$ 23.15	\$ 20,140.50	\$ 23.10	\$ 20,097.00
SS-07	Bomier Street 8" Sanitary Sewer	LF	945	\$ 22.00	\$ 20,790.00	\$ 23.15	\$ 21,876.75	\$ 24.30	\$ 22,963.50
SS-08	N. & S. St Bernard 8" Sanitary Sewer	LF	2110	\$ 22.00	\$ 46,420.00	\$ 23.15	\$ 48,846.50	\$ 24.80	\$ 52,328.00
SS-09	Reid Street 8" Sanitary Sewer	LF	535	\$ 22.00	\$ 11,770.00	\$ 23.15	\$ 12,385.25	\$ 23.80	\$ 12,733.00
SS-10	N. Fifth Street 8" Sanitary Sewer	LF	210	\$ 22.00	\$ 4,620.00	\$ 23.15	\$ 4,861.50	\$ 30.90	\$ 6,489.00
SS-11	Seventh Street 8" Sanitary Sewer	LF	1230	\$ 22.00	\$ 27,060.00	\$ 23.15	\$ 28,474.50	\$ 24.80	\$ 30,504.00
SS-12	Easement 8" Sanitary Sewer	LF	235	\$ 22.00	\$ 5,170.00	\$ 23.15	\$ 5,440.25	\$ 30.30	\$ 7,120.50
SS-13	Renkens Court 8" Sanitary Sewer	LF	330	\$ 22.00	\$ 7,260.00	\$ 23.15	\$ 7,639.50	\$ 25.20	\$ 8,316.00
SS-14	Televising Sanitary Laterals	EA	12	\$ 350.00	\$ 4,200.00	\$ 236.00	\$ 2,832.00	\$ 154.40	\$ 1,852.80
	TOTALS			\$ 256,533.00		\$ 261,382.50		\$ 283,140.80	

Attachment: 2020 0130 Project 20-03 Bid Tab (9185 : Consideration and possible action on award of Contract 20-03)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 20-05
Sidewalk and Curb Repairs*

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-05 (PDF)
- 2020 0130 Project 20-05 Bid Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-05 Sidewalk and Curb Repairs***

The Engineering Department received bids on Project 20-05 Sidewalk and Curb Repairs on January 30, 2020. This work is for maintenance of sidewalk and concrete curb and gutter repairs. The bids received are as follows:

Contractor	Amount
RJM Construction, LLC	\$230,020.00
Al Dix Concrete, Inc.	\$250,310.00
Martell Construction, Inc.	\$269,990.00
Fischer Ulman Construction, Inc	\$274,570.00

The budgeted amount from the capital improvement fund is \$277,600. Funding will be \$96,500 from the general obligation debt, \$129,000 from sidewalk assessments, \$15,000 from the water utility, and \$37,100 from the Parks Department.

Staff's recommendation is to accept the bid from RJM Construction, LLC in the amount of \$230,020.00.

Attachments:

2020 0130 Project 20-05 Bid Tab (PDF)

Attachment: 2020 0210 CI_BOPW_Award_20-05 (9186 : Consideration and possible action on award of Contract 20-05)



**PROJECT 20-05 SIDEWALK AND CURB REPAIRS
BID TAB**

3.10.b

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				RJM Construction, LLC		Al Dix Concrete, Inc.		Martell Construction, Inc.		Fischer Ulman Construction, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE CONSTRUCTION (Sidewalk Repair Area)											
SD-01	Provide 3/4" Crushed Aggregate Base Course	TON	200	\$ 21.00	\$ 4,200.00	\$ 40.00	\$ 8,000.00	\$ 30.00	\$ 6,000.00	\$ 29.00	\$ 5,800.00
SD-02	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	20	\$ 110.00	\$ 2,200.00	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 89.00	\$ 1,780.00
SD-03	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	300	\$ 80.00	\$ 24,000.00	\$ 81.00	\$ 24,300.00	\$ 90.00	\$ 27,000.00	\$ 85.00	\$ 25,500.00
SD-04	Remove and Replace 4" Concrete Sidewalk	SY	1,300	\$ 73.00	\$ 94,900.00	\$ 72.00	\$ 93,600.00	\$ 85.50	\$ 111,150.00	\$ 84.00	\$ 109,200.00
SD-05	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	1,300	\$ 6.50	\$ 8,450.00	\$ 10.00	\$ 13,000.00	\$ 8.00	\$ 10,400.00	\$ 9.00	\$ 11,700.00
SD-06	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	100	\$ 2.20	\$ 220.00	\$ 4.00	\$ 400.00	\$ 1.00	\$ 100.00	\$ 2.50	\$ 250.00
SD-07	Provide Detectable Warning Field (Natural Patina)	EA	10	\$ 360.00	\$ 3,600.00	\$ 350.00	\$ 3,500.00	\$ 300.00	\$ 3,000.00	\$ 375.00	\$ 3,750.00
STREET AND DRAINAGE CONSTRUCTION (Various Locations)											
SD-08	Provide 3/4" Crushed Aggregate Base Course	TON	200	\$ 21.00	\$ 4,200.00	\$ 40.00	\$ 8,000.00	\$ 30.00	\$ 6,000.00	\$ 38.00	\$ 7,600.00
SD-09	Remove and Replace 24" Concrete Curb and Gutter	LF	200	\$ 52.00	\$ 10,400.00	\$ 60.00	\$ 12,000.00	\$ 60.00	\$ 12,000.00	\$ 65.00	\$ 13,000.00
SD-10	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	10	\$ 130.00	\$ 1,300.00	\$ 120.00	\$ 1,200.00	\$ 120.00	\$ 1,200.00	\$ 95.00	\$ 950.00
SD-11	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	200	\$ 80.00	\$ 16,000.00	\$ 90.00	\$ 18,000.00	\$ 110.00	\$ 22,000.00	\$ 90.00	\$ 18,000.00
SD-12	Remove and Replace 4" Concrete Sidewalk	SY	600	\$ 75.00	\$ 45,000.00	\$ 81.00	\$ 48,600.00	\$ 85.50	\$ 51,300.00	\$ 87.00	\$ 52,200.00
SD-13	Provide 6" Concrete Sidewalk	SY	20	\$ 70.00	\$ 1,400.00	\$ 63.00	\$ 1,260.00	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00
SD-14	Provide 4" Concrete Sidewalk	SY	150	\$ 60.00	\$ 9,000.00	\$ 59.00	\$ 8,850.00	\$ 81.00	\$ 12,150.00	\$ 100.00	\$ 15,000.00
SD-15	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	300	\$ 6.50	\$ 1,950.00	\$ 10.00	\$ 3,000.00	\$ 6.30	\$ 1,890.00	\$ 12.00	\$ 3,600.00
SD-16	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	800	\$ 2.20	\$ 1,760.00	\$ 4.00	\$ 3,200.00	\$ 1.00	\$ 800.00	\$ 3.50	\$ 2,800.00
SD-17	Provide Detectable Warning Field (Natural Patina)	EA	4	\$ 360.00	\$ 1,440.00	\$ 350.00	\$ 1,400.00	\$ 300.00	\$ 1,200.00	\$ 410.00	\$ 1,640.00
	TOTALS			\$ 230,020.00		\$ 250,310.00		\$ 269,990.00		\$ 274,570.00	

Attachment: 2020 0130 Project 20-05 Bid Tab (9186 : Consideration and possible action on award of



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 20-06
Concrete Street Repairs*

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-06 (PDF)
- 2020 0130 Project 20-06 Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-06 Concrete Street Repairs***

The Engineering Department received bids on Project 20-06 Concrete Street Repairs on January 30, 2020. This project involves colored concrete sealing, concrete street rehabilitation (including Third Street and Enterprise Drive) and concrete street repairs throughout the City. The project includes pedestrian bump-out construction on Ninth Street in conjunction with the West De Pere School District Intermediate School construction. Finally, the cul-de-sac on Innovation Court is being paved with concrete in conjunction with the UHG office building. The bids received are as follows:

Contractor	Amount
Vinton Construction Co.	\$401,885.00
Sommers Construction Company, Inc.	\$535,190.00

The allocated amount from the capital improvement budget is \$445,000. Funding will be \$175,000 from the general obligation debt, \$60,000 from the West De Pere School District, \$10,000 from the water utility, \$80,000 from TID 10, and \$120,000 from TID 12.

Staff's recommendation is to accept the bid from Vinton Construction Co. in the amount of \$401,885.00

Attachments:

2020 0130 Project 20-06 Bid Tab (PDF)

Attachment: 2020 0210 CI_BOPW_Award_20-06 (9187 : Consideration and possible action on award of Contract 20-06)



**PROJECT 20-06 CONCRETE STREET REPAIRS
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2	
				Vinton Construction Company		Sommers Construction Company, Inc	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER							
ST-01	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	60	\$ 83.00	\$ 4,980.00	\$ 78.75	\$ 4,725.00
ST-02	Provide Type B Inlet	EA	2	\$ 2,730.00	\$ 5,460.00	\$ 2,730.00	\$ 5,460.00
ST-03	Core Drill Existing Main with NPC Kor-N-Tee	EA	1	\$ 1,860.00	\$ 1,860.00	\$ 2,520.00	\$ 2,520.00
WATER MAIN (S. Ninth Street Bump-Outs)							
W-01	Provide 6" PVC Hydrant Lead	LF	6	\$ 125.00	\$ 750.00	\$ 131.25	\$ 787.50
W-02	Provide Hydrant 6.5' Bury	EA	1	\$ 5,456.00	\$ 5,456.00	\$ 4,935.00	\$ 4,935.00
W-03	Provide Connection to Existing Water Main 12"x6" Tapping Tee and Valve	EA	1	\$ 4,900.00	\$ 4,900.00	\$ 5,381.25	\$ 5,381.25
W-04	Remove Fire Hydrant	EA	1	\$ 675.00	\$ 675.00	\$ 1,575.00	\$ 1,575.00
STREET AND DRAINAGE (S. Ninth Street Bump-Outs, Innovation Court, Third Street, & Enterprise Drive)							
SD-01	Provide 8" Doweled Concrete Pavement with Inegral Curb and Gutter (Innovation Ct)	SY	1,450	\$ 51.05	\$ 74,022.50	\$ 68.00	\$ 98,600.00
SD-02	Remove and Replace Doweled 8" Concrete Pavement	SY	850	\$ 78.93	\$ 67,090.50	\$ 105.00	\$ 89,250.00
SD-03	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	650	\$ 17.54	\$ 11,401.00	\$ 35.00	\$ 22,750.00
SD-04	Provide 24" Concrete Curb and Gutter Integral (Innovation Ct)	LF	450	\$ 45.00	\$ 20,250.00	\$ 25.00	\$ 11,250.00
SD-05	Provide 8" Concrete Driveway (Innovation Ct)	SY	40	\$ 72.00	\$ 2,880.00	\$ 58.50	\$ 2,340.00
SD-06	Provide 4" Concrete Sidewalk (S. Ninth Street Bump-Outs)	SY	30	\$ 59.00	\$ 1,770.00	\$ 56.25	\$ 1,687.50
SD-07	Concrete Pavement Partial Depth Repair-Joint Repair	LF	820	\$ 50.00	\$ 41,000.00	\$ 50.00	\$ 41,000.00
SD-08	Drilled Tie Bars	EA	300	\$ 8.00	\$ 2,400.00	\$ 10.00	\$ 3,000.00
SD-09	Drilled Dowel Bars	EA	750	\$ 13.00	\$ 9,750.00	\$ 18.00	\$ 13,500.00
SD-10	Cross-Stitching Longitudinal Joints and Cracks-#6 Bars	EA	120	\$ 25.00	\$ 3,000.00	\$ 40.00	\$ 4,800.00
SD-11	Landscaping-Topsoil, Seed, Fertilizer, and Mulch	SY	1,450	\$ 10.00	\$ 14,500.00	\$ 12.60	\$ 18,270.00
SD-12	Landscaping-Borrow, (S. Ninth Street Bump-Outs)	CY	10	\$ 10.00	\$ 100.00	\$ 105.00	\$ 1,050.00
SD-13	Provide Detectable Warning Field (Natural)	EA	5	\$ 240.00	\$ 1,200.00	\$ 350.00	\$ 1,750.00
STREET AND DRAINAGE (Various Locations)							
SD-14	Provide 1 1/4" Crushed Aggregate Base Course	TON	20	\$ 15.00	\$ 300.00	\$ 58.00	\$ 1,160.00
SD-15	Remove and Replave Doweled 8" Concrete Pavement	SY	200	\$ 85.00	\$ 17,000.00	\$ 98.00	\$ 19,600.00
SD-16	Remove and Replace Doweled 8" Concrete Pavement (HES-3 DAY)	SY	10	\$ 90.00	\$ 900.00	\$ 105.00	\$ 1,050.00
SD-17	Remove and Replace 24" Concrete Curb and Gutter	LF	50	\$ 45.00	\$ 2,250.00	\$ 50.00	\$ 2,500.00
SD-18	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	20	\$ 45.00	\$ 900.00	\$ 50.00	\$ 1,000.00
SD-19	Drilled Tie Bars	EA	20	\$ 10.00	\$ 200.00	\$ 15.00	\$ 300.00
SD-20	Drilled Dowel Bars	EA	60	\$ 14.00	\$ 840.00	\$ 25.00	\$ 1,500.00
SPECIAL CONSTRUCTION							
SC-01	Colored Concrete Sealing	SF	46,700	\$ 1.00	\$ 46,700.00	\$ 2.00	\$ 93,400.00
SC-02	Inlet Protection Type D	EA	25	\$ 80.00	\$ 2,000.00	\$ 131.25	\$ 3,281.25
SC-03	Adjust Manhole	EA	10	\$ 300.00	\$ 3,000.00	\$ 750.00	\$ 7,500.00
SC-04	Adjust Inlet	EA	10	\$ 300.00	\$ 3,000.00	\$ 500.00	\$ 5,000.00
SC-05	Traffic Control (Third Street)	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00
SC-06	Traffic Control (Enterprise Dr)	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00
SC-07	Traffic Control (Lawrence Dr)	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 15,000.00	\$ 15,000.00
SC-08	Rectangular Rapid Flash Beacon (S. Ninth Street Bump-Outs)	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 7,612.50	\$ 15,225.00
SC-09	Pavement Marking Epoxy 12" Crosswalk (S. Ninth Street Bump-Outs)	LF	110	\$ 35.00	\$ 3,850.00	\$ 36.75	\$ 4,042.50
BASE BID TOTALS					\$ 401,885.00		\$ 535,190.00

Attachment: 2020 0130 Project 20-06 Bid Tab (9187 : Consideration and possible action on award of Contract 20-06)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Tom Blohowiak

SUBJECT: Consideration and possible action on award of Contract 20-11 Fire Station #1 Boiler Replacement*

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-11 (PDF)
- 2020 0130 Project 20-11 Bid Tab (PDF)

CITY OF DE PERE MEMO



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

From: Thomas Blohowiak, Maintenance Supervisor

Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-11 Fire Station #1 Boiler Replacement***

The Engineering Department received bids on Project 20-11 Fire Station #1 Boiler Replacement on January 30, 2020. The Bids received are as follows:

Contractor	Amount
Automated Comfort Controls	\$116,700.00
Schaus Mechanical, Inc.	\$120,115.52
Tweet/Garot Mechanical, Inc.	\$135,600.00
Hurckman Mechanical Industries, Inc.	\$143,500.00

The allocated amount from the capital improvement budget is \$126,000.

Staff's recommendation is to accept the bid from Automated Comfort Controls in the amount of \$116,700.00.

Attachments:

2020 0130 Project 20-11 Bid Tab (PDF)

Attachment: 2020 0210 CI_BOPW_Award_20-11 (9188 : Consideration and possible action on award of Contract 20-11)



**PROJECT 20-11 FIRE STATION #1 BOILER REPLACEMENT
BID TAB**

3.12.b

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Automated Comfort Controls		Schaus Mechanical, Inc.		Tweet/Garot Mechanical, Inc		Hurckman Mechanical Industries, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Demolition of Existing Boilers	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 890.00	\$ 890.00	\$ 1,262.00	\$ 1,262.00	\$ 3,000.00	\$ 3,000.00
SC-02	Installation of New Boilers	LS	1	\$ 69,200.00	\$ 69,200.00	\$ 74,075.52	\$ 74,075.52	\$ 87,038.00	\$ 87,038.00	\$ 95,500.00	\$ 95,500.00
SC-03	Replacement of Control System	LS	1	\$ 43,000.00	\$ 43,000.00	\$ 45,150.00	\$ 45,150.00	\$ 47,300.00	\$ 47,300.00	\$ 45,000.00	\$ 45,000.00
	TOTALS			\$ 116,700.00		\$ 120,115.52		\$ 135,600.00		\$ 143,500.00	

Attachment: 2020 0130 Project 20-11 Bid Tab (9188 : Consideration and possible action on award of



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 20-15 Sewer Cleaning and Televising*

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-15 (PDF)
- 2020 0130 Project 20-15 Bid Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-15 Sewer Cleaning and Televising***

The Engineering Department received bids on Project 20-15 Sewer Cleaning and Televising on January 30, 2020. The Bids received are as follows:

Contractor	Amount
Green Bay Pipe & TV, LLC	\$39,049.06
PLC Water Jetting Services, Inc.	\$56,036.40
Great Lakes TV Seal, Inc	\$57,238.17
Speedy Clean, Inc.	\$88,713.00
Northern Pipe, Inc.	\$92,675.37
Visu-Sewer, Inc.	\$194,827.40
Hydro-Klean, LLC	\$238,042.82
Taplin Group, LLC	\$346,403.20
National Power Rodding Corp.	\$846,087.54

The allocated amount from the capital improvement budget is \$62,000. Funding will be \$50,000 from the storm water utility fund and \$12,000 from the sewage revenue fund.

Staff's recommendation is to accept the bid from Green Bay Pipe & TV, LLC in the amount of \$39,049.06.

Attachments:

2020 0130 Project 20-15 Bid Tab (PDF)



PROJECT 20-15 SEWER CLEANING AND TELEVISIONING
BID TAB

3.13.b

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				Green Bay Pipe & TV, LLC		PLC Water Jetting Services Inc		Great Lakes TV Seal, Inc		Speedy Clean, Inc.		Northern Pipe, Inc.		Visu-Sewer, Inc		Hydro-Klean, LLC		Taplin Group, LLC		National Power Rodding Corp.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER																					
SP-01	Storm Sewer Cleaning (8-27 Inch)	LF	36,187	\$ 0.33	\$ 11,941.71	\$ 0.40	\$ 14,474.80	\$ 0.35	\$ 12,665.45	\$ 0.58	\$ 20,988.46	\$ 0.75	\$ 27,140.25	\$ 0.70	\$ 25,330.90	\$ 1.64	\$ 59,346.68	\$ 1.77	\$ 64,050.99	\$ 3.00	\$ 108,561.00
SP-02	Storm Sewer Cleaning (30-48 Inch)	LF	5,621	\$ 0.33	\$ 1,854.93	\$ 0.40	\$ 2,248.40	\$ 0.35	\$ 1,967.35	\$ 0.58	\$ 3,260.18	\$ 0.75	\$ 4,215.75	\$ 0.85	\$ 4,777.85	\$ 2.46	\$ 13,827.66	\$ 1.84	\$ 10,342.64	\$ 5.00	\$ 28,105.00
SP-03	Storm Sewer Cleaning (54 Inch and Larger)	LF	2,517	\$ 0.33	\$ 830.61	\$ 0.40	\$ 1,006.80	\$ 0.35	\$ 880.95	\$ 0.58	\$ 1,459.86	\$ 0.95	\$ 2,391.15	\$ 1.05	\$ 2,642.85	\$ 3.28	\$ 8,255.76	\$ 1.91	\$ 4,807.47	\$ 10.00	\$ 25,170.00
SP-04	Storm Sewer Heavy Cleaning (8-27 Inch)	LF	3,619	\$ 0.08	\$ 289.52	\$ 1.00	\$ 3,619.00	\$ 0.10	\$ 361.90	\$ 0.44	\$ 1,592.36	\$ 0.75	\$ 2,714.25	\$ 4.60	\$ 16,647.40	\$ 3.28	\$ 11,870.32	\$ 5.44	\$ 19,687.36	\$ 2.00	\$ 7,238.00
SP-05	Storm Sewer Heavy Cleaning (30-48 Inch)	LF	562	\$ 0.08	\$ 44.96	\$ 1.50	\$ 843.00	\$ 0.10	\$ 56.20	\$ 0.44	\$ 247.28	\$ 0.75	\$ 421.50	\$ 5.95	\$ 3,343.90	\$ 4.10	\$ 2,304.20	\$ 5.71	\$ 3,209.02	\$ 5.00	\$ 2,810.00
SP-06	Storm Sewer Heavy Cleaning (54 Inch and Larger)	LF	252	\$ 0.08	\$ 20.16	\$ 2.00	\$ 504.00	\$ 0.10	\$ 25.20	\$ 0.44	\$ 110.88	\$ 0.95	\$ 239.40	\$ 5.95	\$ 1,499.40	\$ 4.92	\$ 1,239.84	\$ 12.56	\$ 3,165.12	\$ 10.00	\$ 2,520.00
SP-07	Storm Sewer Televising (8-27 Inch)	LF	36,187	\$ 0.31	\$ 11,217.97	\$ 0.40	\$ 14,474.80	\$ 0.34	\$ 12,303.58	\$ 0.58	\$ 20,988.46	\$ 0.59	\$ 21,350.33	\$ 2.00	\$ 72,374.00	\$ 1.77	\$ 64,050.99	\$ 1.25	\$ 45,233.75	\$ 5.00	\$ 180,935.00
SP-08	Storm Sewer Televising (30-48 Inch)	LF	5,621	\$ 0.30	\$ 1,686.30	\$ 0.40	\$ 2,248.40	\$ 0.35	\$ 1,967.35	\$ 0.58	\$ 3,260.18	\$ 0.59	\$ 3,316.39	\$ 2.00	\$ 11,242.00	\$ 2.36	\$ 13,265.56	\$ 1.25	\$ 7,026.25	\$ 30.00	\$ 168,630.00
SP-09	Storm Sewer Televising (54 Inch and Larger)	LF	2,517	\$ 0.30	\$ 755.10	\$ 0.40	\$ 1,006.80	\$ 0.35	\$ 880.95	\$ 0.58	\$ 1,459.86	\$ 0.59	\$ 1,485.03	\$ 2.00	\$ 5,034.00	\$ 2.95	\$ 7,425.15	\$ 1.25	\$ 3,146.25	\$ 35.00	\$ 88,095.00
SP-10	Sanitary Sewer Cleaning	LF	17,013	\$ 0.30	\$ 5,103.90	\$ 0.40	\$ 6,805.20	\$ 0.99	\$ 16,842.87	\$ 0.98	\$ 16,672.74	\$ 0.95	\$ 16,162.35	\$ 0.70	\$ 11,909.10	\$ 1.64	\$ 27,901.32	\$ 3.19	\$ 54,271.47	\$ 4.68	\$ 79,620.84
SP-11	Sanitary Sewer Televising	LF	17,013	\$ 0.30	\$ 5,103.90	\$ 0.40	\$ 6,805.20	\$ 0.49	\$ 8,336.37	\$ 0.98	\$ 16,672.74	\$ 0.69	\$ 11,738.97	\$ 2.00	\$ 34,026.00	\$ 1.18	\$ 20,075.34	\$ 1.76	\$ 29,942.88	\$ 7.90	\$ 134,402.70
SP-12	Sewer Pipe Root Cutting (8-48 Inch)	LF	1,000	\$ 0.10	\$ 100.00	\$ 1.00	\$ 1,000.00	\$ 0.45	\$ 450.00	\$ 1.00	\$ 1,000.00	\$ 0.50	\$ 500.00	\$ 1.00	\$ 1,000.00	\$ 4.24	\$ 4,240.00	\$ 50.76	\$ 50,760.00	\$ 10.00	\$ 10,000.00
SP-13	Removal Mineral Deposits	LF	1,000	\$ 0.10	\$ 100.00	\$ 1.00	\$ 1,000.00	\$ 0.50	\$ 500.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 5.00	\$ 5,000.00	\$ 4.24	\$ 4,240.00	\$ 50.76	\$ 50,760.00	\$ 10.00	\$ 10,000.00
	TOTALS			\$ 39,049.06		\$ 56,036.40		\$ 57,238.17		\$ 88,713.00		\$ 92,675.37		\$ 194,827.40		\$ 238,042.82		\$ 346,403.20		\$ 846,087.54	

Attachment: 2020 0130 Project 20-15 Bid Tab (9189 : Consideration and possible action on award of Contract 20-15)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on the 2020 Storm Lateral Assessment Charge-Residential

ATTACHMENTS:

- 2020 0210 CI_BOPW_Storm_Assessments_Residential (PDF)
- CI-CALC_StormSewerCost-2020-Residential (PDF)

CITY OF DE PERE MEMO



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

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

Date: February 10, 2020

RE: **Consideration and possible action on the 2020 Storm Lateral Assessment Charge - Residential**

The purpose for this item is to establish the special assessment cost for storm main and laterals installed in 2020 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.

Based on the Municipal 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 2020 in existing residential areas is as follows:

- Storm Lateral Assessment - \$1,571.14 per each
- Storm Main Assessment - \$397.30 per parcel

Recommendation

Staff recommends approval of the 2020 storm assessment for existing residential areas as follows:

- Storm Lateral Assessment - \$1,571.14 per each
- Storm Main Assessment - \$397.30 per parcel
- Total for Lateral and Main Assessment - \$1,968.44

Attachments:

- CI-CALC_StormSewerCost-2020-Residential (PDF)

Schedule B
Storm Sewer Cost Evaluation - Residential
Summary Based on 2017-2019 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/17/2020

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
17-01	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	478.5	\$47.00	\$22,489.50	
17-02	ST-03	Provide 12" PVC or RCP Class III Storm Sewer	LF	1554.5	\$38.00	\$59,071.00	
17-07	ST-02	Remove and Replace 12" PVC or RCP CL III Storm Sewer	LF	91.0	\$36.00	\$3,276.00	
18-01	ST-03	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	1248.0	\$50.00	\$62,400.00	
18-01	ST-06	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	59.3	\$51.00	\$3,024.30	
18-02	ST-06	Provide 12" PVC or RCP Class III	LF	936.0	\$52.76	\$49,383.36	
18-11	ST-04	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	117.5	\$58.00	\$6,815.00	
18-11	ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer (Natural Backfill)	LF	86.0	\$48.00	\$4,128.00	
18-11	ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	24.0	\$58.00	\$1,392.00	
19-01	ST-02	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	342.7	\$51.00	\$17,477.70	
19-01	ST-03	Remove and Relay 12" PVC or RCP (Class III), or PP Storm Sewer	LF	120.6	\$53.00	\$6,391.80	
19-18	ST-01	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	207.0	\$78.00	\$16,146.00	
Total				5265.1		\$251,994.66	
Average Cost Per Foot						\$47.86	

Schedule B
Storm Sewer Cost Evaluation - Residential
Summary Based on 2017-2019 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/17/2020

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
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	
18-01	ST-13	Provide 4' Diameter Storm Manhole	VF	32.48	\$507.00	\$16,467.36	
18-01	ST-16	Remove and Replace 4' Diameter Storm Manhole	VF	5.20	\$450.00	\$2,340.00	
18-02	ST-18	Provide 4' Diameter Storm Manhole	VF	91.23	\$401.41	\$36,620.63	
18-11	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	3.80	\$435.00	\$1,653.00	
18-11	ST-10	Provide 4' Diameter Storm Manhole	VF	11.90	\$365.00	\$4,343.50	
19-01	ST-08	Provide 4' Diameter Storm Manhole	VF	68.30	\$690.00	\$47,127.00	
19-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	9.27	\$600.00	\$5,562.00	
19-18	ST-02	Remove and Replace 4' Diameter Storm Manhole	VF	7.50	\$450.00	\$3,375.00	
Total				388.18		\$170,542.49	
Cost Per Foot						\$439.34	
Cost for a 5 foot Deep Manhole						\$2,196.70	
Average Per Foot Cost with a 300 Foot Spacing						\$7.32	

Attachment: CI-CALC_StormSewerCost-2020-Residential (9146 : Consideration and possible action on

Schedule B
Storm Sewer Cost Evaluation - Residential
Summary Based on 2017-2019 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/17/2020

Lateral Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
17-01	ST-06	Provide 6" PVC Storm Sewer Lateral	LF	2463.3	\$38.00	\$93,605.40	
17-02	ST-05	Provide 6" Storm Sewer Lateral	LF	1564.2	\$39.50	\$61,785.90	
18-01	ST-08	Provide 6" PVC Storm Sewer Lateral	LF	1049.0	\$34.00	\$35,666.00	
18-02	ST-09	Provide 6" PVC Storm Sewer Lateral	LF	529.0	\$33.10	\$17,509.90	
18-07	ST-01	Provide 6" PVC Storm Lateral	LF	108.0	\$35.00	\$3,780.00	
18-11	ST-07	Provide 6" PVC Storm Sewer Lateral	LF	3	\$51.00	\$153.00	
19-01	ST-05	Provide 6" PVC Storm Lateral	LF	2139	\$44.00	\$94,129.20	
Total				7855.8		\$306,629.40	
Average Cost Per Foot						\$39.03	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)						\$1,170.90	

Storm Wye Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
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	
18-01	ST-10	Provide 12"x6" Storm Branch or Inserta Tee	EA	28	\$165.00	\$4,620.00	
18-02	ST-11	Provide 30"x6" Storm Sewer Branch or Inserta Tee	EA	5	\$279.27	\$1,396.35	
18-02	ST-12	Provide 24"x6" Storm Sewer Branch or Inserta Tee	EA	5	\$306.03	\$1,530.15	
18-02	ST-13	Provide 21"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-14	Provide 18"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-15	Provide 15"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-16	Provide 12"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$309.06	\$618.12	
18-11	ST-08	Provide 12"x6" Storm Branch or Inserta Tee	EA	1	\$300.00	\$300.00	
19-01	ST-07	Provide 8"x6" Storm Branch or Inserta Tee	EA	58	\$80.00	\$4,640.00	
Total				181		\$25,045.96	
Average Cost Per Wye						\$138.38	

Schedule C
2020 Storm Sewer Cost Evaluation - Residential
Summary Based on 2017-2019 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/17/2020

Storm Mainline Cost

Item Description	Cost Per LF	Comment
12" Storm Sewer Main	\$47.86	
4' Diameter Storm Manhole	\$7.32	300 foot spacing with a 5' depth
Mainline Cost Per Street Foot	\$55.18	
Cost Per Side of Street	\$27.59	
Cost Per Lot	\$1,655.40	60 foot wide lot
Assessable Amount (20%)	\$331.08	Remaining 80% funded by Storm Water Utility
Engineering and Administration (20%)	\$66.22	
Total Mainline Costs	\$397.30	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,170.90	30 foot average length. Some laterals will be connected to inlets.
Storm Wye Cost	\$138.38	
Assessable Amount (100%)	\$1,309.28	
Engineering and Administration (20%)	\$261.86	
Total Lateral Costs	\$1,571.14	

Total Cost

Mainline	\$397.30
Storm Lateral	\$1,571.14
Total Cost	\$1,968.44



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on the 2020 Storm Lateral Assessment Charge-Existing Non-Residential Properties

ATTACHMENTS:

- 2020 0210 CI_BOPW_Storm_Assessments_Non_Residential (PDF)
- CI-CALC_StormSewerCost-2020-Non-Residential (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2020

RE: **Consideration and possible action on the 2020 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 2020 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.

Based on the Municipal 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 2020 in existing commercial areas is as follows:

- Storm Main Assessment - \$7.42 per foot of parcel frontage
- Storm Lateral Assessment – 6" – \$1,805.31 per each
- Storm Lateral Assessment – 8" – \$2,018.85 per each
- Storm Lateral Assessment – 12" – \$2,199.87 per each

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

Recommendation

Staff recommends approval of the 2020 storm assessment for existing commercial areas as follows:

- Storm Main Assessment - \$7.42 per foot of parcel frontage
- Storm Lateral Assessment – 6" – \$1,805.31 per each
- Storm Lateral Assessment – 8" – \$2,018.85 per each
- Storm Lateral Assessment – 12" – \$2,199.87 per each

Attachments

- CI_CALC_StormSewerCost-2020-Non-Residential (PDF)

Schedule B
2020 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2017-2019 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere
Date: 1/17/2020

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
17-02	ST-01	Provide 18" PVC or RCP Class III Storm Sewer	LF	389.0	\$55.00	\$21,395.00	
18-02	ST-04	Provide 18" PVC , RCP Class III, or PP Storm Sewer	LF	260.0	\$52.74	\$13,712.40	
19-01	ST-01	Remove and Relay 18" PVC or RCP (Class III) Storm Sewer	LF	25.0	\$65.00	\$1,625.00	
Total				674.0		\$36,732.40	
Average Cost Per Foot						\$54.50	

Attachment: CI-CALC_StormSewerCost-2020-Non-Residential (9147 : Consider and possible action on

Schedule B
2020 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2017-2019 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere
Date: 1/17/2020

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
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	
18-01	ST-13	Provide 4' Diameter Storm Manhole	VF	32.48	\$507.00	\$16,467.36	
18-01	ST-16	Remove and Replace 4' Diameter Storm Manhole	VF	5.20	\$450.00	\$2,340.00	
18-02	ST-18	Provide 4' Diameter Storm Manhole	VF	91.23	\$401.41	\$36,620.63	
18-11	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	3.80	\$435.00	\$1,653.00	
18-11	ST-10	Provide 4' Diameter Storm Manhole	VF	11.90	\$365.00	\$4,343.50	
19-01	ST-08	Provide 4' Diameter Storm Manhole	VF	68.30	\$690.00	\$47,127.00	
19-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	9.27	\$600.00	\$5,562.00	
19-18	ST-02	Remove and Replace 4' Diameter Storm Manhole	VF	7.50	\$450.00	\$3,375.00	
Total				388.18		\$170,542.49	
Cost Per Vertical Foot						\$439.34	
Cost for a 5 foot Deep Manhole						\$2,196.70	
Average Per Foot Cost with a 300 Foot Spacing						\$7.32	

Attachment: CI-CALC_StormSewerCost-2020-Non-Residential (9147 : Consider and possible action on

Schedule B
2020 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2017-2019 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/17/2020

Lateral Cost

Lateral 6"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
17-01	ST-06	Provide 6" PVC Storm Sewer Lateral	LF	2,463.3	\$38.00	\$93,605.40	
17-02	ST-05	Provide 6" Storm Sewer Lateral	LF	1,564.2	\$39.50	\$61,785.90	
18-01	ST-08	Provide 6" Storm Sewer Lateral	LF	1,049.0	\$34.00	\$35,666.00	
18-02	ST-09	Provide 6" PVC Storm Sewer Lateral	LF	529.0	\$33.10	\$17,509.90	
18-07	ST-01	Provide 6" PVC Storm Sewer Lateral	LF	108.0	\$35.00	\$3,780.00	
18-11	ST-07	Provide 6" PVC Storm Sewer Lateral	LF	3.0	\$51.00	\$153.00	
19-01	ST-05	Provide 6" PVC Storm Sewer Lateral	LF	2,139.3	\$44.00	\$94,129.20	
Total				7,855.8		\$306,629.40	Average length of lateral is based on a 70 foot right of way.
Average Cost Per Foot						\$39.03	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						\$1,366.05	

Lateral 8"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
17-01	ST-05	Provide 8" PVC Storm Sewer	LF	1,040.5	\$40.00	\$41,620.00	
17-02	ST-04	Provide 8" PVC Storm Sewer	LF	190.0	\$34.00	\$6,460.00	
18-02	ST-07	Provide 8" PVC Storm Sewer	LF	53.0	\$36.85	\$1,953.05	
18-02	ST-08	Provide 8" PVC Storm Sewer Lateral	LF	48.0	\$40.40	\$1,939.20	
19-01	ST-04	Provide 8" PVC Storm Sewer	LF	2,455.0	\$46.00	\$112,930.00	
Total				3,786.5		\$164,902.25	Average length of lateral is based on a 70 foot right of way.
Average Cost Per Foot						\$43.55	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						\$1,524.25	

Attachment: CI-CALC_StormSewerCost-2020-Non-Residential (9147 : Consider and possible action on the 2020 storm lateral assessment

Schedule B
2020 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2017-2019 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/17/2020

Lateral Cost

Lateral 12"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
17-01	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	478.5	\$47.00	\$22,489.50	
17-02	ST-03	Provide 12" PVC or RCP Class III Storm Sewer	LF	1,554.5	\$38.00	\$59,071.00	
17-07	ST-02	Remove and Replace 12" PVC or RCP CL III Storm Sewer	LF	91.0	\$36.00	\$3,276.00	
18-01	ST-03	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	1,248.0	\$50.00	\$62,400.00	
18-01	ST-06	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	59.3	\$51.00	\$3,024.30	
18-02	ST-06	Provide 12" PVC or RCP Class III Storm Sewer	LF	936.0	\$52.76	\$49,383.36	
18-11	ST-04	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	117.5	\$58.00	\$6,815.00	
18-11	ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer (Natural Backfill)	LF	86.0	\$48.00	\$4,128.00	
18-11	ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	24.0	\$58.00	\$1,392.00	
19-01	ST-02	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	342.7	\$51.00	\$17,477.70	
19-01	ST-03	Remove and Relay 12" PVC, RCP (Class III), or PP Storm Sewer	LF	120.6	\$53.00	\$6,391.80	
19-18	ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	207.0	\$78.00	\$16,146.00	
Total				5,265.1		\$251,994.66	
Average Cost Per Foot						\$47.86	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						\$1,675.10	Average length of lateral is based on a 70 foot right of way.

Attachment: CI-CALC_StormSewerCost-2020-Non-Residential (9147 : Consider and possible action on the 2020 storm lateral assessment

Schedule B
2020 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2017-2019 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/17/2020

Connection Cost**Storm Wye Cost (6")**

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
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	
18-01	ST-10	Provide 12"x6" Storm Branch or Inserta Tee	EA	28	\$165.00	\$4,620.00	
18-02	ST-11	Provide 30"x6" Storm Sewer Branch or Inserta Tee	EA	5	\$279.27	\$1,396.35	
18-02	ST-12	Provide 24"x6" Storm Sewer Branch or Inserta Tee	EA	5	\$306.03	\$1,530.15	
18-02	ST-13	Provide 21"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-14	Provide 18"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-15	Provide 15"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-16	Provide 12"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$309.06	\$618.12	
18-11	ST-08	Provide 12"x6" Storm Branch or Inserta Tee	EA	1	\$300.00	\$300.00	
19-01	ST-07	Provide 8"x6" Storm Branch or Inserta Tee	EA	58	\$80.00	\$4,640.00	
Total				181		\$25,045.96	
Average Cost Per Wye						\$138.38	

Core Storm Tee Cost (8" & 12")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
17-01	ST-09	Core Drill Existing Main with NPC Kor-N-Tee	EA	20	\$125.00	\$2,500.00	
18-02	ST-10	Provide 30"x8" Storm Sewer Branch or Inserta Tee	EA	2	\$489.35	\$978.70	
Total				22		\$3,478.70	
Average Cost Per Connection/Core						\$158.12	

Schedule C
2020 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to
Two Units per Building
Summary Based on 2017-2019 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/17/2020

Storm Mainline Cost

Item Description	Cost Per LF	Comment
18" Storm Sewer Main	\$54.50	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$7.32	
Mainline Cost Per Street Foot	\$61.82	Remaining 80% funded by Storm Water Utility
Cost Per Side of Street	\$30.91	
Assessable Amount (20%)	\$6.18	
Engineering and Administration (20%)	\$1.24	
Total Mainline Cost Per Front Lot Foot	\$7.42	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,366.05	35 foot average length.
Storm Wye Cost	\$138.38	
Assessable Amount (100%)	\$1,504.43	
Engineering and Administration (20%)	\$300.89	
Total Lateral Costs	\$1,805.31	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
8" Storm Lateral	\$1,524.25	35 foot average length.
Storm Wye Cost (Core)	\$158.12	Average of cost to core pipe
Assessable Amount (100%)	\$1,682.37	
Engineering and Administration (20%)	\$336.47	
Total Lateral Costs	\$2,018.85	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
12" Storm Lateral	\$1,675.10	35 foot average length.
Storm Wye Cost (Core)	\$158.12	Average of cost to core pipe
Assessable Amount (100%)	\$1,833.22	
Engineering and Administration (20%)	\$366.64	
Total Lateral Costs	\$2,199.87	

Attachment: CI-CALC_StormSewerCost-2020-Non-Residential (9147 : Consider and possible action on the 2020 storm lateral assessment



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on quotes for 2020 Materials Testing and Soil Borings*

ATTACHMENTS:

- 2020 0210 CI_BOPW_Materials_Testing (PDF)
- 2020 0131 CI_CALC_Materials_Testing_Comparison (PDF)
- 2020 0131 CE_Materials_Testing_BATC_Proposal (PDF)
- 2020 0131 CE_Materials_Testing_PSI_Proposal (PDF)
- 2020 0131 CE_Materials_Testing_ECS_Proposal (PDF)

CITY OF DE PERE MEMO



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

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

Date: February 10, 2020

RE: **Consideration and possible action on Quotes for 2020 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2020 construction projects. The total cost of this work was estimated using previous quantities as follows:

Materials Testing	Estimate
BATC	\$21,061.90
PSI	\$24,055.90
ECS	\$29,535.65

Soil Boring	Estimate
PSI	\$5,899.40
ECS	\$7,424.00

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at \$21,061.90 and the quote from Professional Service Industries, Inc. (PSI) for the soil boring estimated at \$5,899.40. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2020 0131 CI_CALC_Materials_Testing_Comparison (PDF)
 2020 0131 CE_Materials_Testing_BATC_Proposal (PDF)
 2020 0131 CE_Materials_Testing_PSI_Proposal (PDF)
 2020 0131 CE_Materials_Testing_ECS_Proposal (PDF)

2020 Materials Testing and Soil Boring RFP Comparison

Item	Unit	2019 Quantity	BATC		PSI		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services								
Project Manager	Per hour	0.00	\$60.00	\$0.00	\$65.00	\$0.00	\$65.00	\$0.00
Project Engineer	Per hour	0.00	\$80.00	\$0.00	\$75.00	\$0.00	\$120.00	\$0.00
Staff Engineer	Per hour	48.45	\$60.00	\$2,907.00	\$75.00	\$3,633.75	\$95.00	\$4,602.75
Field Technician								
Senior Technician	Per hour	54.60	\$44.00	\$2,402.40	\$42.00	\$2,293.20	\$50.00	\$2,730.00
Technician	Per hour	241.35	\$35.00	\$8,447.25	\$37.00	\$8,929.95	\$45.00	\$10,860.75
Clerical	Per hour	25.30	\$30.00	\$759.00	\$25.00	\$632.50	\$35.00	\$885.50
Mileage	Per mile	5241.00	\$0.25	\$1,310.25	\$0.50	\$2,620.50	\$0.65	\$3,406.65
Laboratory Testing Services								
Standard Proctor	Per each	1.00	\$105.00	\$105.00	\$125.00	\$125.00	\$132.00	\$132.00
Modified Proctor	Per each	4.00	\$115.00	\$460.00	\$150.00	\$600.00	\$150.00	\$600.00
Concrete Compression Test (Cylinder by Company)	Per each	188.00	\$12.00	\$2,256.00	\$14.00	\$2,632.00	\$13.00	\$2,444.00
Concrete Compression Test (Cylinder by City)	Per each	0.00	\$12.00	\$0.00	\$14.00	\$0.00	\$20.50	\$0.00
Handling of Backup Cylinders	Per each	61.00	\$5.00	\$305.00	\$14.00	\$854.00	\$10.00	\$610.00
Aggregate Sieve Analysis	Per each	4.00	\$60.00	\$240.00	\$50.00	\$200.00	\$70.00	\$280.00
Atterberg Limits	Per each	1.00	\$45.00	\$45.00	\$75.00	\$75.00	\$64.00	\$64.00
Permeability, Granular Soils	Per each	0.00	\$225.00	\$0.00	\$275.00	\$0.00	\$320.00	\$0.00
Permeability, Cohesive Soils	Per each	0.00	\$275.00	\$0.00	\$325.00	\$0.00	\$320.00	\$0.00
Field Technician Services								
Sample Pickup	Per each	0.00	\$50.00	\$0.00	\$37.00	\$0.00	\$60.00	\$0.00
Support Vehicle	Per mile	0.00	\$0.25	\$0.00	\$0.50	\$0.00	\$0.65	\$0.00
Nuclear Density Gauge	Per ½ day	73.00	\$25.00	\$1,825.00	\$20.00	\$1,460.00	\$40.00	\$2,920.00
Nuclear Density Gauge	Per day	0.00	\$40.00	\$0.00	\$40.00	\$0.00	\$40.00	\$0.00
MATERIAL TESTING TOTAL COST				\$21,061.90		\$24,055.90		\$29,535.65
Soil Boring		2018 QTY						
Mobilization	Per each	5.00			\$500.00	\$2,500.00	\$600.00	\$3,000.00
Soil Boring	VF	172.00			\$13.95	\$2,399.40	\$17.00	\$2,924.00
Report	Per each	1.00			\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
						\$5,899.40	\$7,424.00	

Attachment: 2020 0131 CI_CALC_Materials_Testing_Comparison (9199 : Consideration and possible

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2020 CONSTRUCTION SEASON
CITY OF DE PERE, WISCONSIN**

CLIENT:

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

DATE:

JANUARY 13, 2020



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

January 13, 2020

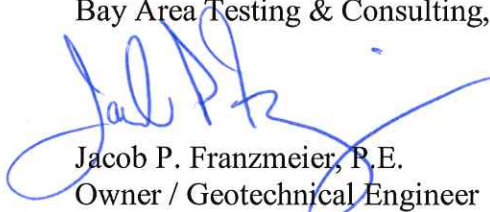
Mr. Chase K. Kuffel, P.E.
Assistant City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2020 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 2020 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



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

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

Attachment: 2020 0131 CE_Materials_Testing_BATC_Proposal (9199 : Consideration and possible action on quotes for 2020 Materials Testing

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2020 CONSTRUCTION SEASON
CITY OF DE PERE**

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Soil Testing Services – 2020 Construction Season
City of De Pere

Request for Proposal
Page 1

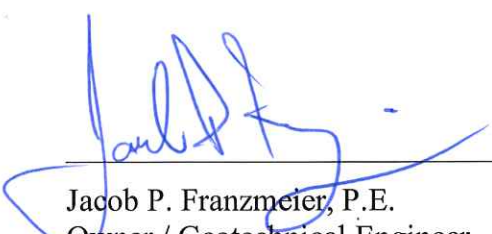
1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2020 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

1/13/2020

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 2020 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 2020 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 2020 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 15 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, 2016, and 2019 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, 1-18, 1-19, 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 2020

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	\$150.00/½ day: \$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 2020 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
Soil Boring	N/A	Per vertical foot
Report	N/A	Per each

Professional Service Industries, Inc.
3009 Vandenbroek Road
Kaukauna, Wisconsin 54130
Phone: (920)-735-1200

Mr. Chase K. Kuffel, P.E.
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

Re: Proposal for Construction Material Testing Services
Proposed Soil Testing Services – 2020 Construction
De Pere, Wisconsin

Dear Mr. Kuffel,

In accordance with your request, Professional Service Industries, Inc. (PSI), an Intertek Company, is pleased to submit this proposal for providing construction materials testing services for the above referenced project. The purpose of the services will be to perform construction observations and materials testing, as part of a generalized evaluation of compliance with the project specifications, within the limitations of the authorized scope of our work. A brief description of our understanding of the project, scope of proposed work to be provided, proposed method of performance and fee is included in the following paragraphs.

Project Description

It is understood that the 2020 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlays, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb and gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

PSI can provide the following construction monitoring and testing services, when scheduled by your personnel:

Earthwork

- Observe site stripping to document that unsuitable fills, organic soils and existing building foundations, walls and slabs are removed and that exposed subgrades are suitable for placement of new fill or subbase materials.



- Perform moisture-density relationship testing in accordance with ASTM D698 (Standard Proctor) or ASTM D1557 (Modified Proctor) in order to determine the Proctor maximum dry density and optimum moisture content.
- Document in-place density of compacted fill soils in accordance with ASTM D2922 at the frequencies described in the project documents.

Concrete Observations and Testing

- Perform and document slump testing in accordance with ASTM C143 at the point of discharge for each set of cylinders taken.
- Perform and document air content testing in accordance with ASTM C231 for regular weight concrete.
- Record concrete and air temperature at the time cylinders are taken.
- Cast, cure and test cylinders in accordance with project specifications.
- Transport laboratory cured cylinders to our facilities to be placed in our curing tanks within 24 to 48 hours of casting.

Fees

Professional Service Industries, Inc. proposes to provide the above referenced services on a unit rate basis in accordance with the PSI's Standard Fee Schedule, and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. PSI's fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. We request that the field services be scheduled at least 24 hours in advance.

Closing

If this proposal is acceptable, please sign and return one (1) copy of this proposal to PSI. We also ask that you complete and return the attached Project Data Sheet so that we can properly establish your file. **PSI can proceed with services immediately; however, all reports will be withheld until we have received written authorization to proceed and a completed copy of the attached project data sheet.**

PSI appreciates the opportunity to offer its services to your project and looks forward to being of service to you. Meanwhile, if you have any questions or require additional information, please contact our office at (920) 735-1200.



Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy

Patrick Bray
Branch Manager

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

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS _____ DAY OF _____ , 2020
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Distribution of Reports:

Name	Email Address	Report Type				
		Soils/ Foundation	Reinforcing Steel	Concrete	Structural Steel	Misc.

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandebroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$65.00	Per hour
Project Engineer	\$75.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$42.00	Per hour
Technician	\$37.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.50	Per mile
Laboratory Testing Services		
Standard Proctor	\$125.00	Per each
Modified Proctor	\$150.00	Per each
Concrete Compression Test (Cylinder by Company)	\$14.00	Per each
Concrete Compression Test (Cylinder by City)	\$14.00	Per each
Handling of Backup Cylinders	\$14.00	Per each
Aggregate Sieve Analysis	\$50.00	Per each
Atterberg Limits	\$75.00	Per each
Permeability, Granular Soils	\$275.00	Per each
Permeability, Cohesive Soils	\$325.00	Per each
Field Technician Services		
Sample Pickup	\$37.00	Per each
Support Vehicle	\$0.50	Per mile
Nuclear Density Gauge	\$20.00	Per ½ day
Nuclear Density Gauge	\$40.00	Per day
Soil Boring		
Mobilization	\$500.00	Per each
Soil Boring	\$13.95	Per vertical foot
Report	\$1,000.00	Per each



GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

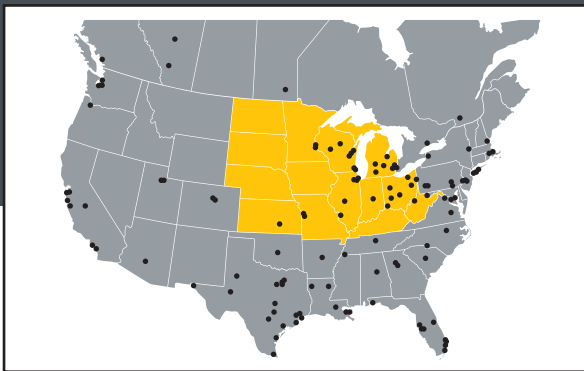
18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

B-900-11(14)

9/17

BUILDING & CONSTRUCTION CENTRAL REGION

ASSURANCE, TESTING, INSPECTION, AND CERTIFICATION
FOR THE BUILT ENVIRONMENT



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Every project is unique, from its location to the regulatory code it must follow to the methods of construction it undergoes. With services that span the entirety of the construction lifecycle, Intertek is your partner from ground breaking to the demolition ball.



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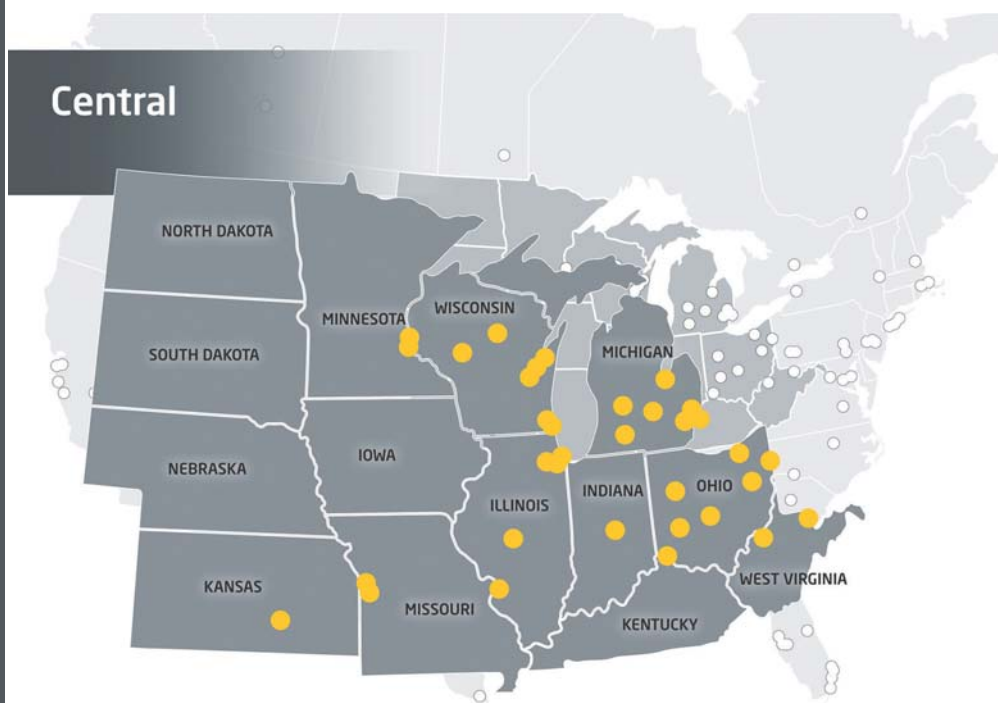


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Central



Our services include:

Building Science Solutions - Assessing and identifying building system deficiencies and potential problems to assure minimized project risk.

Construction Materials Testing & Engineering - From on-site to in-lab testing of construction materials (concrete, soil, asphalt, etc.), we can ensure compliance and material quality.

Environmental Services - Assessing and providing solutions to a variety of regulatory (local or national) environmental needs.

Field Testing & Mock Up - Testing products and systems in the field or at our labs to ensure their performance before completing the construction project.

Geotechnical Engineering - Testing, sampling, analyzing, and consulting of a variety of subsurface materials to understand their interaction with the structure.

Industrial Hygiene - Surveying, assessing, and monitoring the indoor environment to mitigate associated human health issues.

Non-Destructive Testing - Leverage our expertise to evaluate a material without destroying its usefulness.

Specialty Testing & Engineering - Regardless of your material, testing, or need, we offer a range of specialty testing and engineering solutions.

Built on legacy

Intertek's Building & Construction division stands on the shoulders of giants. Our history of innovation, growth, and expanded services comes from a legacy of leading industry organizations whose spirit and culture continue to drive our desire to serve our clients ever better.



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ECS MIDWEST, LLC
"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

January 31, 2020

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

ECS Proposal No: 59:2385

Re: Soil Testing Services – 2020 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 2020 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 2020, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

ECS brings to your projects a depth and quality of resources typically found in a large national firm combined with the personalization of service delivery and flexibility of a small local firm. These attributes in conjunction with our ability to tailor quality and risk management methodology provides you with a strong value proposition that maximizes your probability of success and minimizes your risk.

We look forward to working with you on your projects. Please note that the attached "Proposed Fee Schedule" and "TERMS AND CONDITIONS OF SERVICE" are a part of this proposal. Should you have any questions regarding this letter, attached rates, or would like to schedule our services, please contact myself or Mr. Mark King in our Green Bay office at (920) 347-9040.

Respectfully submitted,

Troy Vetort, P.E.
 Construction Materials Department Manager

Attachment: 2020 0131 CE_Materials_Testing_ECS_Proposal (9199 : Consideration and possible action on quotes for 2020 Materials Testing

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Troy Vetort, P.E.

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$65.00	Per hour
Project Engineer	\$120.00	Per hour
Staff Engineer	\$95.00	Per hour
Field Technician		
Senior Technician	\$50.00	Per hour
Technician	\$45.00	Per hour
Clerical	\$35.00	Per hour
Mileage	\$0.65	Per mile
Laboratory Testing Services		
Standard Proctor	\$132.00	Per each
Modified Proctor	\$150.00	Per each
Concrete Compression Test (Cylinder by Company)	\$13.00	Per each
Concrete Compression Test (Cylinder by City)	\$20.50	Per each
Handling of Backup Cylinders	\$10.00	Per each
Aggregate Sieve Analysis	\$70.00	Per each
Atterberg Limits	\$64.00	Per each
Permeability, Granular Soils	\$320.00	Per each
Permeability, Cohesive Soils	\$320.00	Per each
Field Technician Services		
Sample Pickup	\$60.00	Per each
Support Vehicle	\$0.65	Per mile
Nuclear Density Gauge	\$40.00	Per ½ day
Nuclear Density Gauge	\$40.00	Per day
Soil Boring		
Mobilization	\$600.00	Per each
Soil Boring	\$17.00	Per vertical foot
Report	\$1,500.00	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 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 such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples, 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. CLIENT agrees that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due to ECS, or in 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 which was 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 its provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, or 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 services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on City Engineer Parking & Traffic Recommendations*

ATTACHMENTS:

- 2020 0210 CI-BOPW-PTTeam-Recommendations (PDF)

CITY OF DE PERE

Public Works Department

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



City Engineer Parking and Traffic Recommendations February 5, 2020 Meeting

Parking and Parking Lot Items:

1. Change 2 to 3 hour in Municipal Code Section 150.22 (3) c.
The Ordinance was updated to change references from 2 hour to 3 hour parking. Section 150.22(3)c. still references the old 2 hour designation.

Staff recommends the ordinance be amended as follows:

Under Section 150.22(3)c. change "two-hour" to "three-hour".

2. Discuss parking restrictions for Honeysuckle Acres Fourth Addition
The subdivision is being designed for parking on one side.

Staff recommends the Ordinance be updated as follows:

Insert the following under No Parking:

NO PARKING			
Street	Side of Street	From Curbline or Feet/Dir. of Curbline	To Curbline or Feet/Dir. of Start
Fox Point Circle	Inside Loop	Red Maple Road	Red Maple Road
Fox Point Court	N	Fox Point Circle	550' W/O Fox Point Circle

3. Parking restrictions near 108 S. Michigan Street
This facility is a senior building for residents 55 years old and older. There are issues with cars parking in front of the carriage walks. With this being a senior building, residents require access to the street for rides. Staff worked with the facility manager to identify the northerly carriage walk as the primary access.

Staff recommends the Ordinance be updated to create a loading zone as follows:

<i>Loading zone</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
<i>Michigan Street</i>	<i>W</i>	<i>160' N/O Charles Street</i>	<i>200' N/O Charles Street</i>

4. Discuss the use of “When Children Are Present” in our ordinance on signs. In particular the use for the sign “No Stopping or Standing During School Hours When Children are Present, 7:30 AM to 3:30 PM”.

The “When Children are Present” has created some confusion for the Police Department on when to issue tickets. The challenge is that a vehicle could park in an area when there are no children present. Once children are present, they are violating parking requirements.

Staff recommends the language “When Children are Present” be removed from the Ordinance and signs.

Speed and Speed Limit Signs

5. Speed limit change on Lawrence Drive from 35 to 25 at City limits

A new subdivision is being constructed on the east side of Lawrence Drive from the existing development to the south City Limits. The current speed limit change to 25 mph is at the existing development to the north.

Staff recommends changing the speed limit on Lawrence Drive at the City Limits with the Ordinance being updated as follows:

Delete Lawrence Drive in Schedule A as shown below:

SCHEDULE A SPEED LIMITS (section 150-16)

<i>Street</i>	<i>From</i>	<i>To</i>
<i>35 Miles per Hour</i>		
<i>Lawrence Drive</i>	<i>S. City Limits</i>	<i>1260/N</i>



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: February 10, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Discuss City Engineer Recommendation for No-Action Parking & Traffic Discussion Items

ATTACHMENTS:

- 2020 0210 CI-BOPW-PTTeam-Discussion (PDF)

CITY OF DE PERE

Public Works Department

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



Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items February 5, 2020 Meeting

Parking and Parking Lot Items:

1. Discuss parking modifications as required on Superior Street near Notre Dame School.
This will be added as a future item. Staff needs to work with the school to determine their parking needs with the conversion of Superior to a one-way street and the addition of a mid-block crossing.

No action at this time.

2. Request to restrict parking in front of 815 Prosper Street due to the mailbox, garbage collection, safety exiting driveway. Parking is restricted to the east.
Prosper Street is a local street and was designed for parking on both sides. There are parking restrictions on Prosper Street east of this property. Staff is going to be sending a letter to the businesses in this area to gather input on removing some of these restrictions.

No action is being taken on the restriction request.

3. Consider changing 3 hour to long term in front of 340 Wisconsin Street
The request is to change the parking on the east side of Wisconsin Street. There is long term parking in the parking lot across the street that is underutilized.

No action is being taken.

4. Restrict parking on the curve near 2234 Red Tail Glen. Resident concerned with speed and kids darting between cars.
*Staff evaluated speeds in the area. 98% of the vehicles are going less than 30 mph. The Police Department did perform some speed enforcement in the area and did not observe speeding issues.
The street is 36 feet wide which is greater than the current standard (32 feet) for parking on both sides of the street.*

No action is being taken.

5. Consider a change in the signage for parking on College Avenue.

Parking is allowed on the north side of College Avenue, east of Fourth Street per the Ordinance. The signage is confusing in the field. Staff is going to review the current parking with St Norbert and consider moving the parking to the south side as there are no driveways on the south side which will make garbage collection easier for staff.

If the ordinance is to be updated for parking on the south side, the item will be brought back to the Board. If the signage in the field is going to be fixed to continue to allow parking on the north side, the item will not be back to the Board.

6. Modify Parking Signage in Nicolet Square parking lot near Third Street.

Signs were changed in the main area of Nicolet Square to clarify the parking limits several years ago. The signage in the small parking area adjacent to Third Street was not updated.

Staff will review the signage and update to match the remainder of the parking lot. If an Ordinance update is required, this item will be brought back to the Board. If this is just a sign change for clarification, it will not be brought back to the Board.

Pedestrian and Bicycle Items

7. RRFB on Broadway Street and Bomier Street

Pedestrian counts will be performed when there is warmer weather.

Signs - Other

8. Add "No Engine Braking" sign on STH 32/57 at roundabout.

A sign has been placed at the south City limits in the past. The Police Department will review the area.

No action to be taken.

Traffic Signals

9. Request to change the traffic signals on Broadway Street and William Street to flashing yellow on Broadway and flashing red on William. Staff discussed this request. Staff does not support the change for the following reasons:

- *The signal is still used for eastbound traffic from businesses on the west side of Broadway which has hundreds of employees.*
- *This location is used by pedestrians due to the signal and pedestrian push buttons.*

- *This signal actually helps to create gaps in traffic throughout the entire Broadway corridor for pedestrian crossings.*
- *There are multiple lanes of traffic on both sides of William Street. If this were flash, there would be conflicting movements for traffic from William as motorists try to use the gaps in traffic on Broadway.*

No action to be taken.

Other

10. Review driveway and signage/striping at 1202 Red Maple Road

Staff will evaluate striping options as part of the Red Maple Road paving project scheduled for 2020.

Below is a list of future items to be brought to the Board.

1. Evaluation of crosswalk at Chicago and O'Hearn.
2. Crossing Guard Policy evaluation
3. Amendment to crosswalk policy near schools