



Board of Public Works

335 South Broadway

Regular Meeting

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

Agenda

Monday, February 10, 2014	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 Regular Meeting of the **Board of Public Works** of the City of De Pere will be held on **February 10, 2014** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

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

I. Call to Order

1. Roll Call

II. Public Comment

III. Action Items

1. Approval of December 9, 2013 Board of Public Works Minutes
2. Consider Utility Easement Vacation - Shelley Lane
3. Consider Drainage Easement Vacation - Shelley Lane
4. Consider Funding Additional Single Leaf Loader
5. Consider 2014 Materials Testing and Soil Boring Quotes
6. Consider Proposals for the Design of Storm Water Management Improvements - 2014
7. Consider Recommendations for Parking and Traffic Issues
8. Consider Updates to 2014 General Conditions and Standard Specifications

IV. Future Agenda Items

V. Adjournment

Agenda Sent To:

Mayor

Alderpersons

Department Heads

TV, Newspapers & Radio

Stations

Kress Family Library

De Pere Chamber of Commerce

Denis M. Roznowski, Foth

G. Mike Greil, Midwest Engineering

Aurora Medical Group

Mike Lefebvre, Graef

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, 2014

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of December 9, 2013 Board of Public Works Minutes

ATTACHMENTS:

- Board of Public Works December 9, 2013 DRAFT Meeting Minutes (PDF)



Board of Public Works

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Monday, December 9, 2013
7:30 PM
De Pere City Hall Council Chambers

Call to Order

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

Attendee Name	Title	Status	Arrived
Kevin Bauer	Aldersperson	Present	
James Boyd	Aldersperson	Present	
Bob Heuvelmans	Aldersperson	Excused	
Jim Kneiszel	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Others present were: Eric Rakers, City Engineer, Joe Zegers, Finance Director, Judy Schmidt-Lehman, Marty Kosobucki, Director Parks, Recreation and Forestry, Mike Konecny, Schenck SC, Scott Sternhagen, Schenck SC, Dan Roarty, Dunkin' Donuts, and Pam Denis, Recording Secretary.

II. Minutes Approval

- Approval of November 11, 2013 Board of Public Works Minutes
Aldersperson Kneiszel moved to approve the minutes, Aldersperson Bauer seconded the motion, upon vote, the motion passed.

III. Public Comment

None.

IV. Action Items

- Consider Request for a Revocable Occupancy Permit for the Installation of Curb in Right-of-Way at 950 Main Avenue (Dunkin Donuts)
Mayor Walsh moved to approve the request for a revocable occupancy permit for the installation of curb in the right-of-way at 950 Main Avenue (Dunkin' Donuts), Aldersperson Boyd seconded the motion, upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	James Boyd, Aldersperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Bob Heuvelmans

- Consider HVAC Preventative Maintenance Agreement
Aldersperson Boyd moved to approve the HVAC Preventative Maintenance Agreement, Aldersperson Kneiszel seconded the motion, upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Bob Heuvelmans

3. Consider 2013-2014 Sewer Rate Study
- Mike Konecny and Scott Sternhagen with Schenck SC presented an overview of the 2013-2014 Sewer Rate Study which showed that the Green Bay Metropolitan Sewerage District (GBMSD) rate increases for the coming year would be approximately 15%. Discussion followed. Director of Public Works, Scott Thoresen stated that GBMSD rates for wastewater are scheduled to increase to all participating municipalities. Mike Konecny stated that this increase would be reflected in the City of De Pere residential sewer rate increase of approximately \$9.73 per quarter to the average residential customer. The average resident charge will increase from \$95.52 to \$105.25, which is a 10.19% increase from the prior 2013 rates.

Mike Konecny stated that the proposed rate increase will have the wastewater utility operating with \$45,514 surplus. The wastewater utility has a \$600,000 deficit with the General Fund due to operations a few years ago. Mike Konecny provided a chart showing the rate increases to customers if the City includes additional surcharges to General Revenue to pay back the General Fund.

Mayor Walsh moved to approve an increase of \$100,000 in revenues which would bring the volume charge of \$1.178 per 1,000 gallons or a 13.14% increase to the general customer, Alderperson Kneiszel seconded the motion, upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Bob Heuvelmans

4. Consider Award of Project 13-06 - Hemlock Creek Stream Crossing Rebid
- City Engineer Rakers reviewed the bids received for Project 13-06 for replacing a culvert on the Hemlock Trail. He stated that this project was being re-bid with changes made to use a corrugated metal culvert instead of a concrete structure bid earlier. City Engineer Rakers stated that money had also been saved by bidding this project as winter work, enabling crews to more easily access the area when the ground is frozen. City Engineer Rakers was commended by the Board for restructuring the project to reduce costs to the City.

Mayor Walsh moved to accept the bid from Relyco Inc., in the amount of \$116,487.50 for Project 13-06 Hemlock Creek Stream Crossing Rebid, Alderperson Kneiszel seconded the motion, upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Bob Heuvelmans

5. Consider Wisconsin State Energy Office Grant
Alderperson Bauer moved to authorize staff to apply for the Wisconsin State Energy Office Grant, Alderperson Boyd seconded the motion, upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Bob Heuvelmans

6. Consider Amendment to §6-4(b) De Pere Municipal Code Regarding Traffic and Parking Staff Review Team.
City Attorney, Judy Schmidt-Lehman explained that if the Board of Public Works approved this recommendation there will be an ordinance amendment sent to the Common Council for approval. The amendment would satisfy any concern in regard to open meeting requirements for the Traffic and Parking Review Team. It would facilitate keeping the current process in place.

Alderperson Bauer moved to approve the Amendment to §6-4(b) De Pere Municipal Code Regarding Traffic and Parking Staff Review Team, Alderperson Boyd seconded the motion, upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Bob Heuvelmans

V. Future Agenda Items

None

VI. Discuss Terra Engineering & Construction Corp. Default on Contract 11-3.
Mayor Walsh read the Wisconsin Statute regarding closed session meetings.

Mayor Walsh moved to go into closed session at 8:10pm, Alderperson Bauer seconded the motion, upon roll call vote, the motion passed unanimously.

Mayor Walsh moved to return to regular session at 8:24pm, Alderperson Bauer seconded the motion, upon roll call vote, the motion passed unanimously.

Mayor Walsh moved to approve the recommendation to declare Terra Engineering and Construction Corporation's rights under contract for Project 11-03 forfeited and to deem

Terra Engineering and Construction Corporation an incompetent bidder for future city projects, Alderperson Boyd seconded the motion, upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	James Boyd, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Bob Heuvelmans

Motion to:

VII. Adjournment

Mayor Walsh moved to adjourn the meeting, Alderperson Bauer seconded the motion, upon vote the motion passed and the meeting adjourned at 8:25pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 10, 2014

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider Utility Easement Vacation - Shelley Lane

Staff received a request to vacate utility easements on several parcels along Shelley Lane. There are two separate easements with this request. A map has been included for your use. The first easement is a 10' utility easement running through the center of Lots 259 through 262 (Parcel numbers ED-714-G-259, ED-714-G-260, ED-714-G-261, and ED714-G-262). These easements were signed off for vacation by Wisconsin Public Service and Wisconsin Bell in 1994; however a vacation was never officially recorded.

The second easement is a 12' utility easement located along the lot line of lots 259 and 260.

The property owner did call in locates and there were no utilities in the easements. Staff sent an e-mail to utility companies requesting concurrence with the vacation and notifying them that this would be discussed at the Board of Public Works. Staff has received responses from the e-mail and there are no objections to the vacation.

Staff recommends approval of the following:

- (1) Vacation of the 10' utility easement across lots 259 through 262 along the south side of Shelley Lane.
- (2) Vacation of the 12' utility easement along the lot line of lots 259 and 260

ATTACHMENTS:

- CE_Utility Easement Vacation - Shelley Ln (PDF)

PLAT OF SURVEY

ALL OF LOTS 259, 260, 261 AND 262 OF THE RECORDED PLAT OF MORNINGSIDE ACRES, SEVENTH ADDITION, BEING LOCATED IN PRIVATE CLAIM 32, EAST SIDE OF FOX RIVER, CITY OF DEPERE, BROWN COUNTY, WISCONSIN

EASEMENT REQUEST #2

CLIENT: AURORA HEALTH CARE, INC.

DESCRIPTION: ALL OF LOTS 259, 260, 261 AND 262 OF THE RECORDED PLAT OF MORNINGSIDE ACRES, SEVENTH ADDITION, RECORDED IN VOL. 19, PLATS PAGE 120, BROWN COUNTY RECORDS, BEING LOCATED IN PRIVATE CLAIM 32, EAST SIDE OF FOX RIVER, CITY OF DEPERE, BROWN COUNTY, WISCONSIN.

SUBJECT TO ANY RESTRICTIONS OR EASEMENTS OF RECORD.

SURVEYOR'S CERTIFICATE: I, TRACY S. ONDIK, REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED AND MAPPED UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TRACY S. ONDIK S-2620

DATE: _____

NOTE: EASEMENTS HEREON SHOWN WERE DERIVED FROM THE RECORDED PLAT OF MORNINGSIDE ACRES, SEVENTH ADDITION AS RECORDED IN VOL. 19, PLATS PAGE 120. ALL RESTRICTIONS AND SETBACKS SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION ACTIVITY.



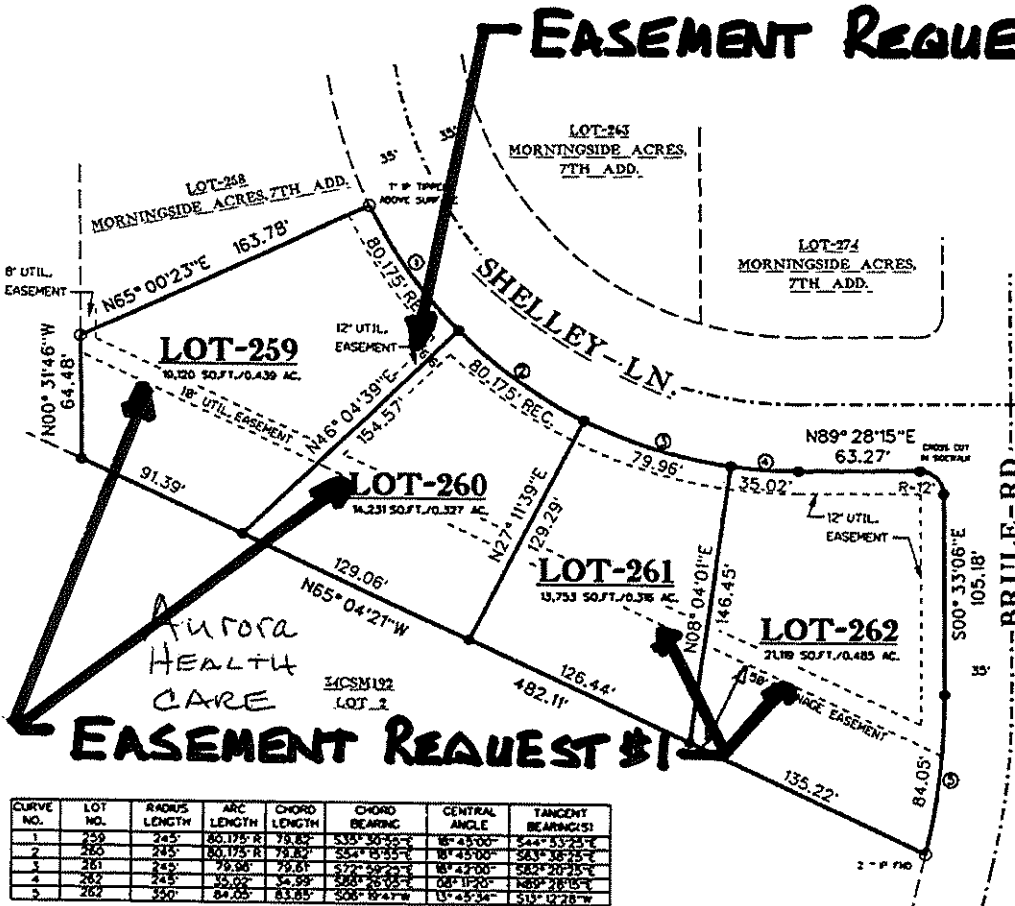
SCALE 1" = 60'

BEARINGS REFERENCED TO THE SOUTH LINE OF MORNINGSIDE ACRES, SEVENTH ADDITION, RECORDED TO BEAR N65° 04' 21" W

LEGEND

- 1.5" x 16" IRON PIPE WEIGHING 100 LBS./LIN. FOOT SET (UNLESS OTHERWISE NOTED)
- ⊙ 1" IRON PIPE FOUND (UNLESS OTHERWISE NOTED)

Soletski Surveying, LLC
 CAD Drawings, Contract Services & Land Planning
 1831 Brookfield Ave., Suite A1
 Green Bay, WI 54313
 (920) 985-0040 Fax (920) 985-0041



January 20, 2014

Eric Rakers, P.E.
De Pere City Engineer
925 S. Sixth Street
De Pere, WI 54115

Dear Mr Rakers

My wife Patty and I are the owners of a residential lot at 232 Shelley Lane (lot 259 of Morningside Crossing 7th Addition)) and are planning construction of a new home on the property beginning early spring 2014. Lots 259-262 have recently been put up for sale for residential lots, having previously been owned by Aurora Health Care, Inc.

When Morningside Crossing 7th Addition was originally laid out, the rear 60 feet of lots 259-262 was established to include a 10 ft wide utility easement and an adjacent 50 drainage easement that shares a boundary with the current Aurora Health clinic property to the south (see attached figure). This drainage easement connects to the west to the manmade pond at Jim Martin Park. The city has subsequently installed a storm sewer connecting to the pond's east side overflow structure and flowing east within the aforementioned drainage easement to Brule Road.

I have done some research at the Brown County Register of Deeds and find that the 10 ft utility easement has been released by both Wisconsin Public Service and Wisconsin Bell, with neither utility ever constructing service lines in the easement (see attached releases).

With a storm sewer in place in the drainage easement and other storm sewers present throughout the developed areas of Morningside Crossing 7th Addition (and adjacent subdivisions), a 50 ft drainage easement is not required for storm water flow in the back of these properties. There are no signs of channelization or wetland vegetation in the easement. The easement has a healthy grass crop and has been routinely mowed for decades.

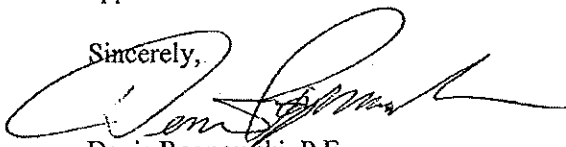
The 60 foot loss of buildable property at the rear of lots 259-262 severely limits the size of homes that can be built on these properties and would cause them to be smaller and generally inconsistent with other adjacent homes on Shelley Lane.

We are respectfully requesting that the City vacate the 10 ft utility easement and reduce the 50 ft drainage easement by moving its northern boundary no less than 10 feet to the south, thereby effectively adding a minimum of 20 feet of buildable property to the rear of my lot (and lots 260-262).

Furthermore, it appears there may be a 12 ft wide utility easement between lots 259 and 260. I see no purpose for this easement and also request that it be vacated

Your consideration of this request at your February 10th Board of Public Works meeting would be greatly appreciated.

Sincerely,



Denis Roznowski, P.E.

ALL OF LOTS 259, 260, 261 AND 262 OF THE RECORDED PLAT OF MORNINGSIDE ACRES, SEVENTH ADDITION, BEING LOCATED IN PRIVATE CLAIM 32, EAST SIDE OF FOX RIVER, CITY OF DEPERE, BROWN COUNTY, WISCONSIN

DATE:

SCALE 1" = 60'

BEARINGS REFERENCED TO THE SOUTH
LINE OF MORRINGSIDE ACRES, SEVENTH
ADDITION, RECORDED TO BEAR N63° 04' 21" W

- -- 1.312" x 18" IRON PIPE WEIGHING
168 LBS/LIN. FOOT SET
(UNLESS OTHERWISE NOTED)
- ⊗ -- 1" IRON PIPE FOUND
(UNLESS OTHERWISE NOTED)

Soletski Surveying, LLC
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Green Bay, WI 54313
(920) 966-0040 Fax (920) 966-0041

CURVE NO.	LOT NO.	RADIUS LENGTH	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING(S)
1	239	24.5	80.175 R	79.82	S33° 30' 53" E	8° 45' 00"	S44° 13' 25" E
2	240	24.5	80.175 R	79.82	S54° 03' 52" E	8° 45' 00"	S63° 36' 15" E
3	261	24.5	79.98	79.81	S77° 45' 00" E	8° 45' 00"	S86° 20' 15" E
4	262	24.5	53.02	54.99	S88° 10' 12" E	8° 11' 20"	S89° 28' 15" E
5	262	350	84.00	83.85	S0° 00' 00" E	13° 45' 34"	S13° 12' 25" E

Aurora
HEALTH
CARE

Kane 1407620	DOCUMENT NUMBER J 23388 1 03	RECORDING DATA DEEDS BROWN COUNTY '94 MAY 10 PM 3 32 CATHY WILLIQUETTE REGISTER OF DEEDS 1290
RELEASE OF EASEMENT WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation with general offices in the City of Green Bay, Brown County, Wisconsin, hereby releases its rights under that certain public utility easement affecting the following described real property, said public utility easement being recorded in the office of the Register of Deeds for Brown County, Wisconsin, in Volume 19 of Plats, Page 120. The property on which the easement is being released is described as follows: A 10 foot strip of land running through the center of Lots 259, 260, 261 and 262 of Morningside Acres Seventh Addition as shown on the attached Exhibit "A".		Return to: Ryan Kane 146 Bryan Street Green Bay, WI 54301

Tax Parcel No.

IN WITNESS WHEREOF, Wisconsin Public Service Corporation, has caused these presents to be executed in its corporate name by its proper officer duly authorized this 3rd day of May, 1994.

WISCONSIN PUBLIC SERVICE CORPORATION

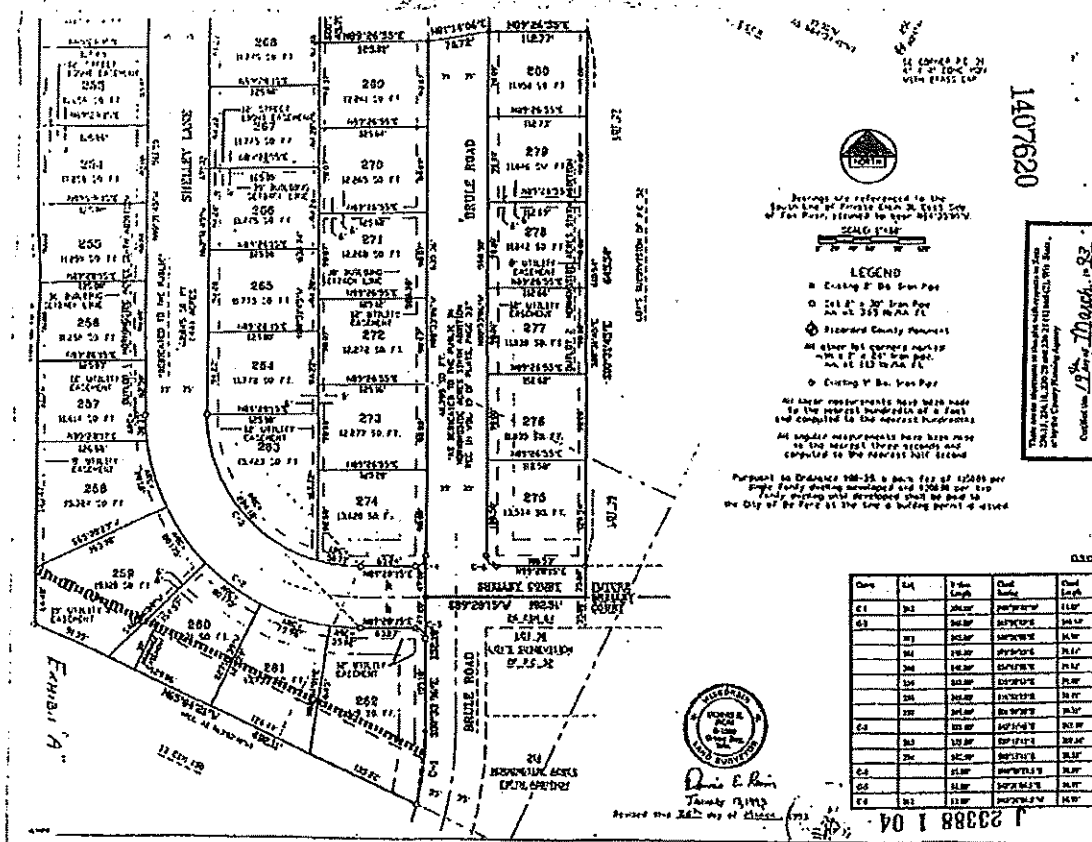
By: [Signature] (Seal)
F. W. Kicsar - Assistant Secretary

STATE OF WISCONSIN)
COUNTY OF BROWN) SS

Personally came before me this 3rd day of May, 1994, the above named R. H. Knuth, Secretary of Wisconsin Public Service Corporation, to me known to be the person executed the foregoing instrument and acknowledged that he executed and delivered the same as and for the act and deed of said Corporation.

Donna M. Sheedy
Donna M. Sheedy
Notary Public, Brown County, Wisconsin
My Commission Expires: February 12, 1995

This instrument drafted by: D. E. Mathys
Wisconsin Public Service Corporation



1400044

J 23082 I 43

REGISTER OF DEEDS
BROWN COUNTY

'94 MAR 22 PM 3 39

CATHY WILLIQUETTE
REGISTER OF DEEDS

PARTIAL RELEASE OF EASEMENT

In consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, WISCONSIN BELL, INC., a Wisconsin corporation, d/b/a AMERITECH, f/k/a WISCONSIN TELEPHONE COMPANY, for itself, its successors and assigns, hereby releases, discharges and abandons all of its right, title, and interest in and to the easement described as follows:

The northeasterly 10.00 feet of the southwesterly 60.00 feet of Lots 259, 260, 261, 262, all being in Morningside Acres Seventh Addition. All of outlots 1 & 2 of Morningside Acres Sixth Addition. Also being part of Lots 23, 25, 26, 27, 28, 29, & 30 of Loy's Subdivision of Private Claim 32, East Side of Fox River, City of De Pere, Brown County, Wisconsin.

This Partial Release of Easement is being issued upon the request of DJK Development, ("Releasee") and is conditioned upon Releasee having this Release of Easement recorded in said Register's Office within 30 days of the date hereof. By so having this Release of Easement recorded, Releasee agrees to indemnify, protect and hold harmless Wisconsin Bell, Inc. from and against any and all claims, demands for damages, and liability for damage to property or for injuries or death to persons arising from or in connection with (1) said easement(s) (2) the removal of facilities from the property or properties affected by this Release or (3) any condition of the property or properties affected by this Release.

IN WITNESS WHEREOF, said WISCONSIN BELL, INC. by a person duly authorized pursuant to sec. 706.03(3), Wis. Stat., has caused these presents to be signed this 17th day of March, 1994.

In presence of:

WISCONSIN BELL, INC. d/b/a AMERITECH
f/k/a Wisconsin Telephone Company

Jill C. Schmidt
Jill C. Schmidt

Donald L. Abplanalp
Donald L. Abplanalp
Manager - Right of Way

J 23082 I 44

1400044

RECORDED

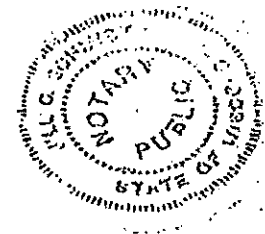
STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me 17th day
 of March, 1994, by Donald L. Abplanalp, Manager - Right of Way
 of WISCONSIN BELL, INC., a Wisconsin corporation, d/b/a AMERITECH, f/k/a
 WISCONSIN TELEPHONE COMPANY on behalf of the corporation.

Julie C. Schmidt
 Julie C. Schmidt

Notary Public, State of Wisconsin
 My commission expires February 8, 1998

Document Drafted by
 WISCONSIN BELL, INC.
 d/b/a AMERITECH
 f/k/a WISCONSIN TELEPHONE CO.
 By Donald L. Abplanalp



Ryan Kane
146 Bryan St
M.B. 54301

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 10, 2014

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider Drainage Easement Vacation - Shelley Lane

Staff received a request to vacate a portion of a City drainage easement on several parcels along Shelley Lane. A map has been included for your use. The City has a 50' drainage easement on Lots 259 through 262 (Parcel numbers ED-714-G-259, ED-714-G-260, ED-714-G-261, and ED714-G-262). This easement is used to transport water from the storm water pond at Martin Park to a culvert at Brule. Originally, there was a drainage swale constructed in the easement. The swale has since been converted to a 15" storm sewer. Based on the location of the storm sewer, staff is comfortable vacating the northerly 10' of the drainage easement.

Staff recommends vacating the northerly 10' of the drainage swale across lots 259 through 262 as identified above, leaving a 40' drainage easement, contingent on the property owner creating a revised legal description and recording at the Brown County Register of Deeds.

ATTACHMENTS:

- CE_Drainage Easement Vacation - Shelley Ln (PDF)

January 20, 2014

Eric Rakers, P.E.
De Pere City Engineer
925 S. Sixth Street
De Pere, WI 54115

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Sincerely,



Denis Roznowski, P.E.

PLAT OF SURVEY

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CLIENT: AURORA HEALTH CARE, INC.

DESCRIPTION: ALL OF LOTS 259, 260, 261 AND 262 OF THE RECORDED PLAT OF MORNINGSIDE ACRES, SEVENTH ADDITION, RECORDED IN VOL. 19, PLATS PAGE 120, BROWN COUNTY RECORDS, BEING LOCATED IN PRIVATE CLAIM 32, EAST SIDE OF FOX RIVER, CITY OF DEPERE, BROWN COUNTY, WISCONSIN.

SUBJECT TO ANY RESTRICTIONS OR EASEMENTS OF RECORD.

SURVEYOR'S CERTIFICATE: I, TRACY S. ONDIK, REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED AND MAPPED UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TRACY S. ONDIK S-2620

DATE: _____

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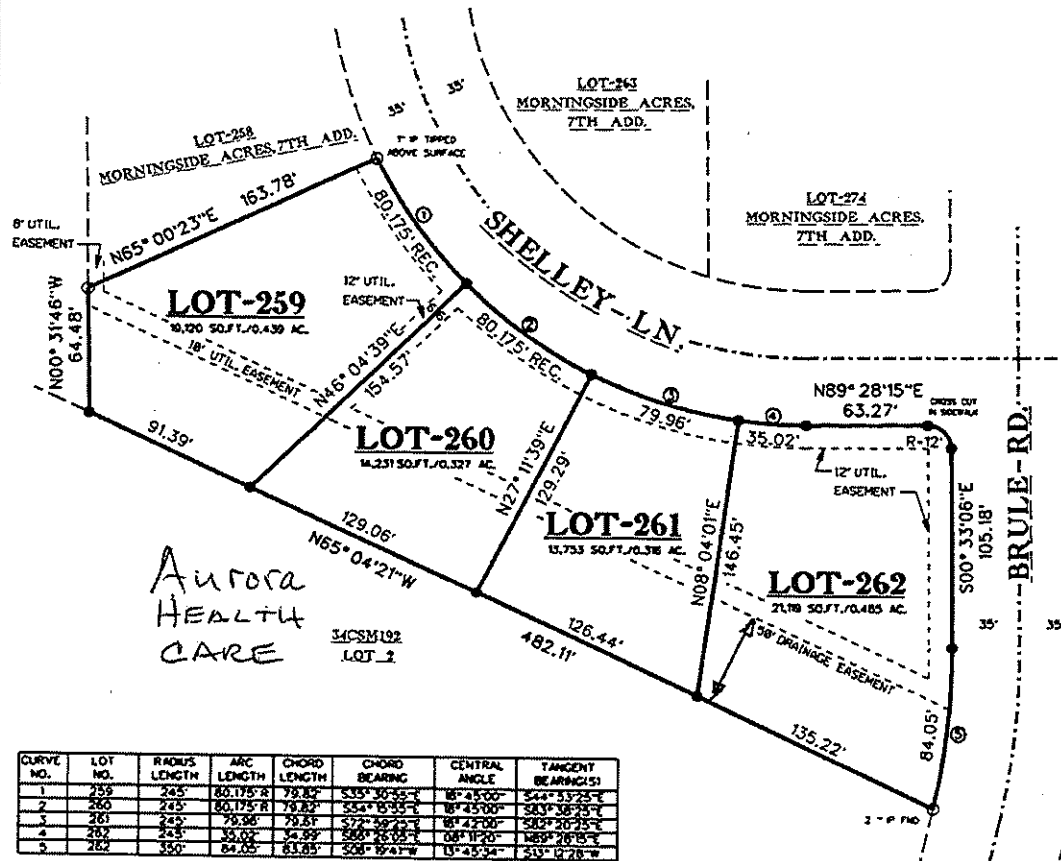
SCALE 1" = 50'

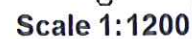
BEARINGS REFERENCED TO THE SOUTH LINE OF MORNINGSIDE ACRES, SEVENTH ADDITION, RECORDED TO BEAR N65°04'21"W

LEGEND

- 1.5" x 10" IRON PIPE WEIGHING 100 LBS./LN. FOOT SET (UNLESS OTHERWISE NOTED)
- 1" IRON PIPE FOUND (UNLESS OTHERWISE NOTED)

Soletski Surveying, LLC
 CAD Drawings, Contract Services & Land Planning
 1831 Brookfield Ave., Suite A1
 Green Bay, WI 54313
 (920) 985-0040 Fax (920) 985-0041





City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 10, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Funding Additional Single Leaf Loader

Originally in the 2014 Storm Water Utility Leaf Collection budget it had \$100,000 budgeted for the conversion of an existing garbage truck into a single leaf vacuum. The reason for this memo is to request to fund an additional \$20,000 for two single leaf loaders instead of the budgeted request of one single leaf loader.

Here's a little background information on our leaf collection operation. The single leaf loaders are used for both spring and fall leaf collection and have been used for the past ten years. These single leaf loaders consist of a vacuum leaf loader mounted on dump truck frames. In addition, during the fall collection, the City would contract for baling of the leaves. In 2010, staff converted an existing garbage truck into a single leaf loader (See attached photos). Staff found that this piece of equipment could collect and haul twice the volume of leaves compared to our older existing leaf loaders that are mounted on a dump truck frame. Also because of the size of the leaf vacuum on this truck it will vacuum leaves quicker. Because the efficiencies increased greatly, staff started planning for replacing of our existing single leaf loaders mounted on dump truck frames with retrofitting our existing garbage trucks when the garbage trucks were due for replacement. In 2012, we lost our ability to contract for baling leaves so we had to utilize our existing trailer towed leaf vacuum into the operations. Using the trailer towed leaf vacuum is less efficient because it requires two employees to operate. Since we lost the ability to bale leaves, staff felt to be more efficient it would be best to have four converted garbage trucks into single leaf vacuums.

What does it take to convert a garbage truck into a single leaf vacuum? Basically, a leaf vacuum needs to be purchased and mounted on to the existing garbage truck. The existing garbage truck is modified and retrofitted so that the leaf vacuum can be mounted on it. As part of the process, various materials and parts are purchased for the retrofit. Once everything is completed then the retrofitted truck is painted. Other than the painting, the labor for the retrofit is performed by City staff.

As part of the equipment replacement planning process, staff proposed converting one of our existing garbage trucks into another single leaf loader therefore budgeted \$100,000 in the Storm Water Utility Leaf Collection budget. During the bidding process of the new garbage and recycling trucks staff obtained an offer from the City of Green Bay to purchase the two trucks for \$130,000. Also during this process, the Village of Allouez informed us they had two existing

garbage trucks for sale and would be willing to sell them to the City for a total of \$44,850. It would be in the best interest of the City to sell our existing garbage and recycling trucks to Green Bay and purchase Allouez's trucks for the conversion to single leaf loaders.

In order to convert the two garbage trucks to single leaf loaders, two leaf vacuums need to be purchased. Staff received quotes for two leaf vacuums for a price of \$56,400. Staff has been informed that this price will increase another \$15,000 per leaf vacuum once the current year models are sold out therefore it is in the City's best interest to buy the current year model.

Staff is requesting to fund the conversion of two garbage trucks into single leaf loaders instead of one as originally requested. The total amount for the conversion of the trucks would be \$120,000 and would consist of \$44,850 (Purchasing Allouez trucks), \$56,400 (Purchase of leaf vacuums), and the remaining \$18,750 would be used for materials, parts, and painting. This would mean an additional \$20,000 would need to be added to account 650-53320-810 of the Storm Water Utility Leaf Collection budget. The additional funding needed can be taken from account #650-53300-810 of the Storm Water Utility Street Cleaning budget because the bids opened for the budgeted street sweeper came in approximately \$60,000 under budget.

The following are reasons for the request:

- Improve efficiencies for leaf collection by eliminating the two person leaf vacuum operations.
- Savings of buying two used garbage trucks locally (Allouez) instead of most likely having to go out of state to purchase.
- The Allouez garbage trucks are the same make and model as ours so we will be salvaging the garbage collection components from these trucks to utilize for future repairs of our existing trucks.
- The pricing for the leaf vacuums will increase as mentioned above by \$15,000 per each leaf vacuum.

Staff is recommending a budget amendment to increase the Storm Water Utility Leaf Collection account # 650-53320-810 an additional \$20,000 for funding of two single leaf loaders. The additional funding would come from excess monies in account #650-53300-810 of the Storm Water Utility Street Cleaning account.

If you have any questions on this matter please feel free to contact me.

ATTACHMENTS:

- HPIM2005 (JPG)
- HPIM2004 (JPG)
- HPIM2002 (JPG)



09/28/2011 02:01 PM



09/28/2011 02:00 PM



Attachment: HPIM2002 (1812 : Consider Funding Additional Single Leaf

09/28/2011 01:59 PM

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 10, 2014

DEPARTMENT: Engineering

FROM: Karen Heyrman

SUBJECT: Consider 2014 Materials Testing and Soil Boring Quotes

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2014 construction projects. The total cost of this work was estimated using 2013 final quantities as follows:

Materials Testing	Estimate
MES	\$32,833.68
BATC	\$36,121.00
RVT	\$40,015.78
Soil Boring	
MES	\$7,036.00
RVT	\$7,997.80
BATC	Do not perform soil borings

The staff recommendation is to accept the quote from MES for the Material Testing estimated at \$32,833.68 and for the Soil Boring estimated at \$7,036.00. Funds for this work are budgeted in the various capital projects accounts.

ATTACHMENTS:

- MES Proposal No 14-4003 - CMT - City of De Pere - Annual Contract (PDF)



January 6, 2014

Ms. Karen Heyrman, P.E.
City of De Pere – Assistant City Engineer
925 South Sixth Street
De Pere, WI 54115-1199

Subject: Proposal for Construction Materials and Soil Testing Services
2014 Annual Construction Testing Contract
City of De Pere
MES Proposal No. 14-4003

Dear Ms. Heyrman,

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

MES' fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, and the extent of our involvement.

Project Description

It is understood that the City of De Pere plans to select a firm to perform construction testing services during the 2014 Capital Improvement Program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction within the City of De Pere.

Scope of Work

Midwest Engineering Services, Inc. (MES) proposes to provide the following construction monitoring and testing quality control program to document whether the construction observed and the materials tested are in conformance with the project's contract documents.

Earthwork Testing

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

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

Reinforced Concrete Testing

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

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

Asphalt Testing

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

- Check placement of aggregate base and perform field density testing.
- Monitor placement of asphaltic concrete in regards to thickness, temperature and compaction.
- At the request of the City of De Pere, review asphalt mix designs and sample materials for material compliance testing.

Soil Borings

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

Other Services

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

Method of Performance

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

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

Fees

Midwest Engineering Services, Inc. proposes to provide the above referenced services on a unit charge basis in accordance with the Proposed Fee Schedule, MES' Standard Fee Schedules and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. MES' fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. If necessary, approval for any additional work and related costs beyond the estimated total will be obtained from the client prior to its performance. We request that the field services be scheduled at least 24 hours in advance.

Closing

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

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

Respectfully submitted,

MIDWEST ENGINEERING SERVICES, INC.



G. Mike Greil
Branch Manager



Patrick Bray
Project Engineer

Accepted by: CITY OF DE PERE

Name: _____

Title: _____

Date: _____

Enclosures: Proposed Fee Schedule (City of De Pere Form);
MES' Standard Fee Schedules;
General Testing and Geotechnical General Conditions

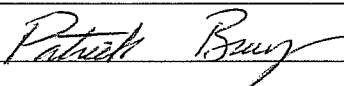
Proposed Fee Schedule

Company Name: Midwest Engineering Services, Inc.

Company Address: 2740-F Packerland Drive

Company Address: Green Bay, Wisconsin, 54313

Company Representative: Patrick Bray

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$60.00	Per hour
Project Engineer	\$70.00	Per hour
Staff Engineer	\$60.00	Per hour
Field Technician		
Senior Technician	\$31.00	Per hour
Technician	\$31.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.35	Per mile
Laboratory Testing Services		
Standard Proctor	\$125.00	Per each
Modified Proctor	\$135.00	Per each
Concrete Compression Test (Cylinder by Company)	\$9.00	Per each
Concrete Compression Test (Cylinder by City)	\$10.00	Per each
Handling of Backup Cylinders	\$8.00	Per each
Aggregate Sieve Analysis	\$65.00	Per each
Atterberg Limits	\$50.00	Per each
Permeability, Granular Soils	\$230.00	Per each
Permeability, Cohesive Soils	\$280.00	Per each
Field Technician Services		
Sample Pickup	\$65.00	Per each
Support Vehicle	\$0.35	Per mile
Nuclear Density Gauge	\$20.00	Per ½ day
Nuclear Density Gauge	\$40.00	Per day
Soil Boring		
Mobilization	\$175.00	Per each
Soil Boring	\$12.00	Per vertical foot
Report	\$800.00	Per each
Information		
Personnel engaged in sampling and testing of material certified under WisDOT highway technician certification program, or a nationally recognized certification agency, for the specific tasks they are performing?	<u> X </u> Yes	<u> </u> No
Laboratory facility used in sampling and testing of materials qualified by the WisDOT laboratory qualification program, AASHTO accreditation program, or other nationally recognized agency, for the specific tests they are performing?	<u> </u> Yes	<u> X </u> No

MIDWEST ENGINEERING SERVICES, INC.
CONSTRUCTION TESTING AND ENGINEERING STANDARD FEE SCHEDULE

ENGINEERING SERVICES

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

Project Engineer	\$70.00/Hour	Staff Engineer	\$60.00/Hour
Project Manager	\$60.00/Hour	Clerical	\$25.00/Hour

FIELD TESTING SERVICES

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

Sample Pick Up	\$65.00/Each	Nuclear Density Gauge	\$40.00/Day
Senior Engineering Technician	\$31.00/Hour	Nuclear Density Gauge	\$20.00/Half Day
Engineering Technician	\$31.00/Hour	Support Vehicle	\$0.35/Per Mile
Structural Technician	\$70.00/Hour	Concrete Cylinder Molds	\$30.00/box(20)
Soil Boring Equipment	\$175.00/Hour		

LABORATORY TESTING SERVICES

Concrete Compression Test		Density with Moisture Content	\$25.00/Each
Cylinder Cast by MES	\$9.00/Each	Organic Content (Loss on Ignition)	\$25.00/Each
Cylinder Cast by City	\$10.00/Each	Percent Finer No. 200	\$30.00/Each
Spare Cylinders	\$8.00/Each	Grain size - Mechanical	\$50.00/Each
Concrete Core Compression Test	\$30.00/Each	Grain size - Hydrometer	\$75.00/Each
Aggregate Sieve Analysis	\$65.00/Each	Atterberg Limits	\$50.00/Each
Mortar Cube Compression Test	\$9.50/Each	Standard Proctor	\$125.00/Each
Grout Cylinder Compression Test	\$15.00/Each	Modified Proctor	\$135.00/Each
CMU Compression Test	\$30.00/Each	California Bearing Ratio	\$150.00/Each
Asphalt Core Density	\$25.00/Each	Permeability, Granular Soil	\$200.00/Each
MTSG Test	\$50.00/Each	Permeability, Cohesive Soil	\$250.00/Each
Asphalt Extraction/Gradation	\$150.00/Each	Sample Prep/Remolding	\$35.00/Each
Marshall Density Test	\$135.00/Each	Permeability, Granular Soils	\$230.00/Each
Moisture Content	\$5.00/Each	Permeability, Cohesive Soils	\$280.00/Each

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

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

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MIDWEST ENGINEERING SERVICES, INC.

GEOTECHNICAL SERVICES STANDARD FEE SCHEDULE

ENGINEERING SERVICES

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

Project Engineer	\$70.00 Per Hour	Staff Engineer	\$60.00 Per Hour
Project Manager	\$60.00 Per Hour	Clerical	\$25.00 Per Hour

FIELD SERVICES

Mobilization of Drilling Equip.	\$175.00 Per Day	Boring Layout	\$50.00 Per Hour
Support Vehicle	\$50.00 Per Day	Standby & Problem Access Time	\$125.00 Per Hour
All-terrain Drill Rig	\$750.00 Per Day	Betonite Backfill	\$2.00 Per Foot

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

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

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

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

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

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

LABORATORY TESTING

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

REMARKS

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

Geo-08

Attachment: MES Proposal No 14-4003 - CMT - City of De Pere - Annual Contract (1789 - Consider 2014 Materials Testing and Soil Borings)

GENERAL CONDITIONS
Midwest Engineering Services, Inc.
General Testing Services

3.5.a

Item 1. Scope of Work. MIDWEST ENGINEERING SERVICES, INC. (MES) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of MIDWEST ENGINEERING SERVICES, INC. (MES)'s proposal, Standard Fee Schedule, and these General conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party of entity is also considered as the client. The hiring of MIDWEST ENGINEERING SERVICES, INC. (MES) signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of MIDWEST ENGINEERING SERVICES, INC. (MES)'s work. MIDWEST ENGINEERING SERVICES, INC. (MES) shall have no obligation to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MIDWEST ENGINEERING SERVICES, INC. (MES) that all necessary permissions for MIDWEST ENGINEERING SERVICES, INC. (MES) to enter the site and conduct the work have been obtained. While MIDWEST ENGINEERING SERVICES, INC. (MES) shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work that MIDWEST ENGINEERING SERVICES, INC. (MES) has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Personnel Responsibility. The presence of MIDWEST ENGINEERING SERVICES, INC. (MES) field representatives will be for the purpose of providing observation and field testing, and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor(s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by MIDWEST ENGINEERING SERVICES, INC. (MES) personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that MIDWEST ENGINEERING SERVICES, INC. (MES) will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

Item 4. Observations and Tests. The term "observation" implies only that MIDWEST ENGINEERING SERVICES, INC. (MES) would observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observations of the site, materials and work performed by MIDWEST ENGINEERING SERVICES, INC. (MES) or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and MIDWEST ENGINEERING SERVICES, INC. (MES)'s recommendations. No claims for loss, damage or injury shall be brought against MIDWEST ENGINEERING SERVICES, INC. (MES) by client or any third party unless all tests and observations have been so performed and unless MIDWEST ENGINEERING SERVICES, INC. (MES) recommendations have been followed.

Item 5. Accuracy of Test Locations and Elevations. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

Item 6. Degree of Certainty of Compliance. With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

Item 7. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MIDWEST ENGINEERING SERVICES, INC. (MES) of any known or suspected undocumented fills, hazardous material, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MIDWEST ENGINEERING SERVICES, INC. (MES) employees or subcontractors or which in any other way may be pertinent to MIDWEST ENGINEERING SERVICES, INC. (MES)'s proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MIDWEST ENGINEERING SERVICES, INC. (MES) site personnel and/or the public. MIDWEST ENGINEERING SERVICES, INC. (MES) may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

Item 8. Reports and Ownership of Documents. MIDWEST ENGINEERING SERVICES, INC. (MES) will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by MIDWEST ENGINEERING SERVICES, INC. (MES) as instruments of service, shall remain the property of MIDWEST ENGINEERING SERVICES, INC. (MES), unless there are other contractual agreements.

MIDWEST ENGINEERING SERVICES, INC. (MES) well retains final reports relating to services performed for a period of five years following submission of the report. Client agree return upon demand and will not use for any purpose whatsoever all reports and other furnished to the client or his agent which are not paid for.

Item 9. Confidentiality MIDWEST ENGINEERING SERVICES, INC. (MES) shall confidential the business and technical information obtained or generated in performance services under this agreement and identified in writing by the client as "confidential". MIDWEST ENGINEERING SERVICES, INC. (MES) shall not disclose such information except if disclosure is required by governmental statute, ordinance, or regulation; for compliance professional standards of conduct for public safety, health, and welfare concerns; or protection of MIDWEST ENGINEERING SERVICES, INC. (MES) against claims or liability arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MIDWEST ENGINEERING SERVICES, INC. (MES) is to be considered confidential proprietary, and shall not be released or otherwise made available to any third party without express written consent of MIDWEST ENGINEERING SERVICES, INC. (MES).

Item 10. Standard of Care. MIDWEST ENGINEERING SERVICES, INC. (MES) will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law made or intended in this agreement. The client recognizes that subsurface soil, ground, and other materials can vary between sampling and testing points and with time, and the interpretation of data, and opinions and recommendations made by MIDWEST ENGINEERING SERVICES, INC. (MES) are based solely on obtained data. Such limitations can result in redirection of conclusions and interpretations where new or changed information is obtained. MIDWEST ENGINEERING SERVICES, INC. (MES) will not be responsible for the interpretation by others, of data obtained by MIDWEST ENGINEERING SERVICES, INC. (MES).

Item 11. Limitations of Liability. The client agrees to limit MIDWEST ENGINEERING SERVICES, INC. (MES)'s liability to the client and all parties claiming through the client otherwise claiming reliance on MIDWEST ENGINEERING SERVICES, INC. (MES)'s services allegedly arising from MIDWEST ENGINEERING SERVICES, INC. (MES)'s professional actions, errors and omissions, to a sum not to exceed the lesser of MIDWEST ENGINEERING SERVICES, INC. (MES)'s fees for the services performed on the project, or \$25,000 provided that such claims are not attributable to MIDWEST ENGINEERING SERVICES, INC. (MES)'s gross negligence or intentional misconduct. In this latter event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damage claims. In no event shall MIDWEST ENGINEERING SERVICES, INC. (MES) or any other party to this agreement, including parties which may have or claim to have a direct or indirect relationship with MIDWEST ENGINEERING SERVICES, INC. (MES)'s services, be liable to the other party for incidental, indirect, or consequential damages arising from any cause.

Item 12. Insurance and Indemnity. MIDWEST ENGINEERING SERVICES, INC. (MES) represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms and that MIDWEST ENGINEERING SERVICES, INC. (MES)'s employees are covered by Workman's Compensation Insurance, Certificates of insurance can be provided to the client upon written request.

MIDWEST ENGINEERING SERVICES, INC. (MES) shall not be responsible for any damage, or liability beyond the insurance limits and conditions. MIDWEST ENGINEERING SERVICES, INC. (MES) agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by officers, directors, agents, and employees, harmless from claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to MIDWEST ENGINEERING SERVICES, INC. (MES)'s performance of work.

Item 13. Modifications. This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor MIDWEST ENGINEERING SERVICES, INC. (MES) may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supercede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 14. Termination. This agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, MIDWEST ENGINEERING SERVICES, INC. (MES) shall be compensated by the client for all services performed up to and including termination date, including reimbursable expenses, and for the completion of such services records as are necessary to place MIDWEST ENGINEERING SERVICES, INC. (MES)'s files in proper order and/or to protect its professional reputation.

Item 15. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MIDWEST ENGINEERING SERVICES, INC. (MES) at its option may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate MIDWEST ENGINEERING SERVICES, INC. (MES) for all services performed prior to and including such termination.

As required by the Wisconsin Construction Lien Law (WCLL), MIDWEST ENGINEERING SERVICES, INC. (MES) hereby notifies purchaser that persons or companies furnishing labor or materials for construction consultation on purchaser's land may have lien rights on that land on the buildings on purchaser's land. The WCLL may be put into effect if such labor or materials are not paid for in a timely manner, as declared in the agreement.

Item 16. Sample Disposal. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of within thirty (30) days after submission of MIDWEST ENGINEERING SERVICES, INC. (MES)'s report.

Attachment: MES Proposal No 14-4003 - CMT - City of De Pere - Annual Contract (1789 : Consider 2014 Materials Testing and Soil Borings)

MIDWEST ENGINEERING SERVICES, INC. GEOTECHNICAL GENERAL CONDITIONS

Item 1. Scope of Work - MIDWEST ENGINEERING SERVICES, INC. shall perform services in accordance with an "agreement" made with the "client". The agreement consists of MIDWEST ENGINEERING SERVICES, INC.'s proposal, standard fee schedule, and these general conditions. The "client" is defined as the person or entity requesting and/or authorizing in this role, even if performed on behalf of another party or entity, in which case the other party or entity is considered as the client. The acceptance of MIDWEST ENGINEERING SERVICES, INC.'s proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of this agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of MIDWEST ENGINEERING SERVICES, INC.'s work. MIDWEST ENGINEERING SERVICES, INC. shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access - The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MIDWEST ENGINEERING SERVICES, INC. that all necessary permissions for MIDWEST ENGINEERING SERVICES, INC. to enter the site and conduct work have been obtained. While MIDWEST ENGINEERING SERVICES, INC. shall exercise reasonable care to minimize damage to the property, the client must realize that some damage may occur during the normal course of work. MIDWEST ENGINEERING SERVICES, INC. has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Utilities - In the performance of its work, MIDWEST ENGINEERING SERVICES, INC. will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MIDWEST ENGINEERING SERVICES, INC. harmless and indemnify MIDWEST ENGINEERING SERVICES, INC. from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by MIDWEST ENGINEERING SERVICES, INC. for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MIDWEST ENGINEERING SERVICES, INC. or otherwise disclosed by the client or utility locator service. MIDWEST ENGINEERING SERVICES, INC. will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions - Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MIDWEST ENGINEERING SERVICES, INC. of any known or suspected documented or undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MIDWEST ENGINEERING SERVICES, INC.'s employees or subcontractors or which in any other way may be pertinent to MIDWEST ENGINEERING SERVICES, INC.'s proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MIDWEST ENGINEERING SERVICES, INC.'s site personnel and/or the public. MIDWEST ENGINEERING SERVICES, INC. may, at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

MIDWEST ENGINEERING SERVICES, INC.'s work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoil's relative to the project. As such, MIDWEST ENGINEERING SERVICES, INC. does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

Item 5. Confidentiality - MIDWEST ENGINEERING SERVICES, INC. shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MIDWEST ENGINEERING SERVICES, INC. shall not disclose such information except if such disclosure is required by government statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MIDWEST ENGINEERING SERVICES, INC. against claims or liabilities arising from performance of its services.

Item 6. Standard of Care - MIDWEST ENGINEERING SERVICES, INC. will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MIDWEST ENGINEERING SERVICES, INC. are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MIDWEST ENGINEERING SERVICES, INC. will not be responsible for the interpretation by others of data obtained by MIDWEST ENGINEERING SERVICES, INC. for the geotechnical study.

Item 7. Technical Methodology and Protocol - MIDWEST ENGINEERING SERVICES, INC. will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to the execution of this agreement.

Item 8. Limitations of Liability - The client agrees to limit MIDWEST ENGINEERING SERVICES, INC.'s liability to the client and all parties claiming through the client or otherwise claiming reliance on MIDWEST ENGINEERING SERVICES, INC.'s services, allegedly arising from MIDWEST ENGINEERING SERVICES, INC.'s professional acts or errors and omissions, to a sum not to exceed MIDWEST ENGINEERING SERVICES, INC.'s fees for the services performed on the project, provided that such claims are not attributed to MIDWEST ENGINEERING SERVICES, INC.'s gross negligence or intentional misconduct. In this later event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall MIDWEST ENGINEERING SERVICES, INC. or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MIDWEST ENGINEERING SERVICES, INC.'s services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 9. Insurance and Indemnity - MIDWEST ENGINEERING SERVICES, INC. represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MIDWEST ENGINEERING SERVICES, INC.'s employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MIDWEST ENGINEERING SERVICES, INC. shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. MIDWEST ENGINEERING SERVICES, INC. agrees to indemnify the client from and save client harmless against any loss, damage, or liabilities stemming from acts of gross negligence by MIDWEST ENGINEERING SERVICES, INC. Except as expressly set forth in item No. 8 & 9, the client agrees to hold MIDWEST ENGINEERING SERVICES, INC., its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to MIDWEST ENGINEERING SERVICES, INC.'s performance of work.

Item 10. Modifications - This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor MIDWEST ENGINEERING SERVICES, INC. may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supercede all prior provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Payment - Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MIDWEST ENGINEERING SERVICES, INC. at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MIDWEST ENGINEERING SERVICES, INC. for all services performed prior to and for such termination.

As required by the Wisconsin Construction Lien Law (WCLL), MIDWEST ENGINEERING SERVICES, INC. hereby notifies purchaser that persons or companies furnishing labor or materials for construction consultation on purchaser's land may have lien rights on that land and on the buildings on purchaser's land. The WCLL may be put into effect if such labor and/or materials are not paid for in a timely manner, as declared in the agreement.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 10, 2014

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider Proposals for the Design of Storm Water Management Improvements - 2014

Staff is proposing a combination of improvements to the storm water management system. The improvements include a combination of maintenance to existing facilities, construction of a new facility, as well as planning for future improvements to meet Wisconsin Department of Natural Resource's permit requirements. A request for proposals was sent to consultants for design and planning assistance. A detailed discussion of services is as follows:

Basin AC100B - Repair Drainage Swale System

The outflow is located in a field, west of Lawrence Drive, approximately 2400 feet north of Southbridge Road. This drainage basin discharges to Ashwaubenon Creek. The outfall includes flow from drainage basin AC100B (108.6 Acres) and AC100D (285.2 Acres). Approximately 75% of the basin is developed. The basins are serviced by a series of long, linear ponds. The discharge is a 24" diameter pipe for normal flow events. There is an overflow discharge system. When the discharge was built, a deep swale was constructed. There was minimal riprap installed without geotextile fabric. The swale has eroded several feet of bank at the deepest cut. There is the potential for significant erosion if the swale is not stabilized.

Basin ER060A - Repair and Modify an Existing Pond Due to Failure

The pond is located off of Paint Horse Trail on the east side. The drainage basin is 28.8 acres of residential development. The pond treats to 52% TSS. The original plans included a 10" and 21" outfall. Neither of these has been located. The pond failure is related to a channel formed on the east side of the pond to the East River. This could have been the location of where the pipes were installed. The channel failure has been created from discharges from the pond and water backing annually due to the East River flooding. Additionally, it does not appear that an emergency spillway was constructed. The pond is located in the flood fringe area of the East River.

Basin FE190A - Conceptual Pond Layout for Future Construction

The City is creating a master plan for Optimist Park at the northeast corner of Broadway and Cook. As part of the planning process, the City is considering a storm water pond at the park.

The drainage basin that would be served by a pond is approximately 50 acres with the majority of area being multifamily or single family development.

Basin FE280B - Construction of a New Pond for New Development

New development is occurring in the east side business park. The City is proposing to construct a regional pond for the future development. The service area is approximately 93 acres. The pond is to be designed to attain at least 80% TSS removal and reduce peak runoff per NR 151 requirements and Section 28 of the City Ordinance and City Storm Water Reference Guide. The Guide can be found on the City's website by typing in "stormwater" under the search feature. The Guide consists of Chapter 28 of the City's Ordinance and the "2007 NEWSC Stormwater Reference Guide for the: Post-Construction Stormwater Management Ordinance".

WDNR Grant Application for Storm Water

The City will be applying to the Urban Nonpoint Source & Storm Water Management Grant Program. If the City is successful in obtaining the grant, the City will be updating the City ordinance for storm water, the storm water user's guide, and the City storm water model. Also, the City is interested in additional planning and modeling to address the TMDL limits placed on drainage basins in the lower Fox River.

Summary of Proposals

Staff received four proposals as follows:

Consultant	Fee
Graef	\$24,300
Robert E Lee	\$27,950 *
RA Smith	\$27,950
McMahon	\$28,600 **

Notes:

* Included a wetland delineation for basin ER060A for \$2,000.

** Included a wetland delineation for basin ER060A for \$850.

The City has had projects successfully completed by all firms. Staff recommends the City proceed with using Graef to complete the design services for the project.

Funds for this design were included in the following worksheets/projects:

- Storm Water Management - Pond and Swale Maintenance - \$18,000
- Storm Water Management - Storm Water System Engineering - \$6,000
- TID #10 - Storm Water Pond Construction - \$20,000. Construction capital project worksheet.

ATTACHMENTS:

- CE_Proposals for Design of Stormwater Man. Improvements - 2014 (PDF)



collaborāte / formulāte / innovāte

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

January 31, 2014

Eric P. Rakers, P.E.
City Engineer
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115-1199

SUBJECT: Engineering Proposal
Storm Water Pond Design - 2014

Dear Eric:

In response to your Request for Proposal dated January 17, 2014, we are hereby submitting our engineering proposal for the above project. As per your instructions, we have included the Proposal Fee Schedule as a part of this submittal.

If we are selected for the project, the engineering design and permitting tasks will be managed and, for the most part, completed by **Kendra A. Hansen, P.E., LEED AP** with support as needed by technical staff located in our Green Bay office. Assistance with the grant application preparation will be provided by our Grant Specialist, **Ronald P. Van Straten**.

It is our understanding that the project will commence on or about March 1, 2014 and will be completed by a number of interim dates from mid-April to early May.

We appreciate the opportunity to submit a proposal on this project and look forward to working with you. If you have any further questions, feel free to give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'MJL', followed by a horizontal line.

Michael J. Lefebvre, P.E.
Vice President

MJL: mjl
G:\GB\Mkt\Proposals\Proposals\MUN\De Pere, City\2014 Storm Water Ponds\RFP Submittal Letter.docx

Enclosures

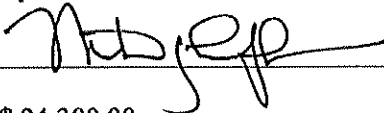
Proposed Fee Schedule
Storm Water Pond Design-2014
City of De Pere
January 31, 2014

Company Name: Graef-USA Inc. (dba GRAEF)

Company Address: 1150 Springhurst Drive, Suite 201

Company Address: Green Bay, Wisconsin 54304

Company Representative: Michael J. Lefebvre, P.E.

Signature: 

Fee Total: \$ 24,300.00

Fee Breakdown:

Basin AC100B-Repair Drainage Swale System:	\$ 3,000.00
Basin ER060A-Repair and Modify an Existing Pond Due to Failure:	\$ 7,900.00
Basin FE190A-Conceptual Pond Layout for Future Construction:	\$ 1,350.00
Basin FE280B-Construction of a New Pond for New Development:	\$ 6,600.00
WDNR Grant Application for Storm Water:	\$ 4,250.00
Meetings (Three Meetings):	\$ 1,200.00



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

January 31, 2014

Mr. Eric P. Rakers, P.E., City Engineer
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115-1199

Green Bay Office
4664 Golden Pond Park Ct.
Hobart, WI 54155
920-662-9641
FAX 920-662-9141
E Mail rel@releeinc.com

RE: Engineering Services Proposal
Storm Water Pond Design - 2014
City of De Pere

Dear Mr. Rakers:

Thank you for the opportunity to provide this civil engineering services proposal for the above-referenced project. As part of the proposal, Robert E. Lee & Associates, Inc. (REL) will provide the required services in accordance with the Request for Proposal (RFP), dated January 17, 2014. We have reviewed each of the projects and associated scope of services to compile this proposal.

SCOPE OF SERVICES

The scope of services to be provided is defined in the General Information and Scope of Services provided by the City within the RFP. REL will provide all necessary services listed, with the understanding that the City will provide a variety of information as listed. REL has vast experience in designing storm water management best management practices similar to those requested, and will use that experience to develop cost-effective design conscious storm water features to help stabilize eroding swales, evaluate existing and proposed storm water pond, and develop detailed engineering plans and specifications.

Our past experience working with the City gives REL a good background to efficiently coordinate design plans and specifications that meet the expectations of the City. This will help for a smooth project development process and lead to a high quality finished product.

In addition to the engineering design, REL is able to provide a level of service in a number of disciplines that can lead to both cost and time savings. One such example is our efficiency in conducting wetland delineations. This efficiency is further identified below:

Wetland Delineation

As part of ER060A, a wetland delineation has been requested to be completed. NES Ecological Services, a division of REL, will be conducting the wetland delineation for the project. NES currently staffs three wetland ecologists with over twenty five years of combined wetland delineation experience. Both Theran Stautz and James Havel are Assured Wetland Delineators with the WDNR. Wetland delineations conducted by either Mr. Stautz or Mr. Havel do not require concurrence by the WDNR. By not requiring WDNR concurrence, a wetland conducted by NES saves time by not needing to coordinate field verification by WDNR staff, and allows permits to be submitted within a shorter timeframe. This also saves the City money, as the WDNR has begun to charge a fee for concurrence visits.

January 31, 2014
Mr. Eric P. Rakers, P.E., City Engineer
CITY OF DE PERE
Page 2

REL believes utilizing Assured Wetland Delineators provides an extra level of confidence that wetlands are appropriately identified the first time, resulting in a more efficiently executed project.

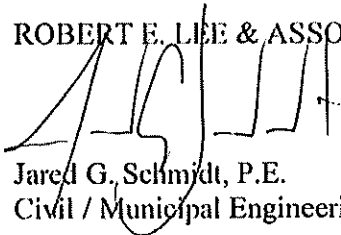
WDNR Grant Application – Storm Water

Recently, REL has prepared and submitted a grant application to the WDNR that is consistent with the scope as requested by the City of De Pere. The result of this grant application was the municipality ranking second on the WDNR's list for awarding the storm water planning grant. This recent success will help REL assist the City of De Pere in preparation of their grant application, and shows our ability to maximize awarded points. It is our opinion that an important factor in a successful grant application is close coordination with the review agencies to ensure maximum credit is given to the City's application.

In closing, we would like to thank the City of De Pere for allowing REL to submit a proposal for the 2014 Storm Water Pond Design, and look forward to the opportunity to once again work the City. We are able to begin work on the project immediately upon receiving approval. If you have any questions or would like further clarification on any information contained within this proposal, or regarding the proposed scope of work, please feel free to contact me at (920) 544-4487.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

JGS/LAR

ENC.

Proposed Fee ScheduleCompany Name: ROBERT E. LEE & ASSOCIATES, INC.Company Address: 1250 CENTENNIAL CENTRE BLVDCompany Address: HOBART WI 54155Company Representative: JARED SCHMIDTSignature: [Signature]Fee (Total): \$ 27,950

Fee Breakdown:

Basin AC100B – Repair Drainage Swale System: \$ 3,500Basin ER060A – Repair and Modify an Existing Pond Due to Failure: \$ 7,900Basin FE190A – Conceptual Pond Layout for Future Construction: \$ 4,500Basin FE280B – Construction of a New Pond for New Development: \$ 9,800WDNR Grant Application for Storm Water): \$ 1,250Meetings (Three Total): \$ 1,000



January 31, 2014

Mr. Eric P. Rakers, PE
City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Re: Storm Water Pond Design - 2014
Letter Proposal for Professional Services

Dear Mr. Rakers:

Thank you for the opportunity to propose our R.A. Smith National, Inc. design team for the projects described in your January 17, 2014 Request for Proposals. We sincerely appreciate the comprehensive and detailed project description and scope of services you have provided for each project. We also appreciated the opportunity to discuss your overall storm water management program and these projects with you earlier this week.

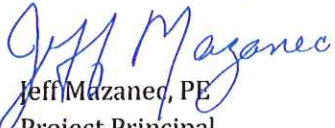
Our project team for these services will be led by Gary Raasch, PE, CFM. Gary's extensive career focuses strongly on water resources projects and stormwater management programs for municipal government, including many projects similar to these.

We understand the opportunity to propose professional services for this project has been offered only to a limited number of firms who have established their qualifications to complete the project to your satisfaction. We would like to note, however, that R.A. Smith National, Inc. has become a Wisconsin Department of Natural Resources Green Tier Program member as of October 2013. In return for the firm's commitment to corporate sustainability and superior environmental performance, the DNR provides R.A. Smith National, Inc. with a single point of contact with the department to facilitate communications.

Our completed fee sheet follows this cover letter. We welcome any questions you may have regarding our proposed services for this project and look forward to this opportunity to serve the City of De Pere.

Sincerely,

R.A. Smith National, Inc.


Jeff Mazanec, PE
Project Principal
(920) 731-8397, Ext 3406
Jeff.Mazanec@RASmithNational.com


Gary Raasch, PE, CFM
Sr. Project Manager
(262) 317-3369
Gary.Raasch@RASmithNational.com

Deliver excellence, vision, and responsive service to our clients.

100 West Lawrence Street, Suite 412 • Appleton, WI 54911-5754 • (920) 731-3499 • Fax (920) 731-8398

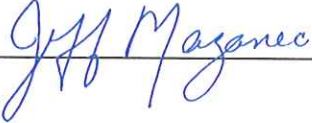
Corporate Office: Brookfield, WI • rasmithnational.com

Proposed Fee Schedule

Company Name: **R.A. Smith National, Inc.**

Company Address: **100 West Lawrence Street, Suite 412, Appleton, WI 54911-5754**

Company Representative: **Jeff M Mazanec, P.E.**

Signature: 

Fee (Total): **\$27,950.00**

Fee Breakdown:

Basin AC100B – Repair Drainage Swale System:..... \$3,353.00

Basin ER060A – Repair and Modify an Existing Pond Due to Failure: \$9,233.00

Basin FE190A – Conceptual Pond Layout for Future Construction:..... \$3,744.00

Basin FE280B – Construction of a New Pond for New Development: \$9,450.00

WDNR Grant Application for Storm Water: \$845.00

Meetings (Three Total):..... \$1,325.00



January 30, 2014

Mr. Eric Rakers, P.E., City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Re: Agreement for Professional Services
Stormwater Pond Design – 2014
City of De Pere
McM. No. M0032-940002

Dear Mr. Rakers:

Attached is the fee submittal sheet for the:

- Repair of an Existing Drainage Swale System (Basin AC100B)
- Repair of an Existing Pond Embankment (Basin ER06A)
- Conceptual Pond Layout for Future Construction (Basin FE190A)
- Design of a Proposed Pond for New / Existing Development (Basin FE280B)
- Preparation of an Urban Nonpoint Source & Stormwater Management Planning Grant
- Attendance of three meetings.

Below is a brief description of an understanding of work for each component.

Basin AC100B: Repair of Existing Drainage Swale System

An existing drainage swale has become severely eroded and needs to be stabilized. Based on visual observations from City staff, the swale has been inadequately designed and/or constructed. Two upstream detention ponds, partially in series, control the peak discharge to the stream corridor. A hydraulic model will be developed incorporating the two upstream detention ponds and uncaptured runoff from Lawrence Drive. The hydraulic model will provide design information to assist in channel design.

Page 2
January 30, 2014

Mr. Eric Rakers, P.E., City Engineer
City of De Pere

Basin ER060A: Repair of an Existing Embankment

The City has an embankment failure on the east side of an existing pond located off of Paint Horse Trail. The pond currently achieves a 52% TSS reduction based on the proposed design plans; however, the existing outlet pipes have not been located. Based on a cursory review, we offer the following:

- Estimated water surface area of 4,200 sf.
- Estimated water surface area to achieve an 80% TSS reduction = 10,000 sf.
- Estimated water surface area to achieve a 60% TSS reduction = 3,800 sf.

Without the expansion of the existing pond's water surface elevation, a projected TSS removal rate would be in the low 60% range. Since the existing pond will likely have modification to the existing outlet pipes (if prevalent), a hydraulic model has been included to ensure any modifications do not result in impacts to the upstream storm sewer system. This was not provided as a service in the Request for Proposal, but has been included within the cost of work. Additionally, if repair modifications to the existing pond are limited to just the pond's previous limits of disturbance, a wetland delineation may not be required. McMAHON plans to contact the Wisconsin Department of Natural Resources (DNR) to determine whether a wetland delineation will be required prior to commencement of work. The City of De Pere's cost savings would be \$850 if a wetland delineation is not required.

If a wetland delineation is required, the timing for this project might be slightly delayed. A wetland delineation may not be able to be performed until mid-April based on current weather conditions. Wisconsin DNR concurrence is required after the wetland delineation as part of the permit process.

Basin FE190A: Conceptual Pond Layout

A conceptual pond layout will be provided to the City of De Pere. The layout will be created based on conversations with City Staff.

Basin FE280B: Proposed Pond Servicing Existing / Proposed Development

A wet detention pond is being proposed on existing agricultural land. Wetlands have been delineated within the project boundary and will likely be impacted as part of storm sewer construction. These wetland impacts have been permitted in the past. Since alternatives exist that avoid the wetlands where the pond is proposed, the Wisconsin DNR may not allow these wetland impacts. A kickoff meeting with Wisconsin DNR staff is suggested prior to any design. Concurrence on the existing wetland delineation is also suggested prior to final design. Wisconsin DNR Concurrence may delay timing based on current weather conditions.

Page 3
January 30, 2014

Mr. Eric Rakers, P.E., City Engineer
City of De Pere

The proposed pond will receive runoff from an existing storm sewer. A hydraulic model will include the upstream storm system segment to ensure the proposed pond does not have any adverse impacts to the existing system.

Urban Nonpoint Source & Stormwater Management Planning Grant

McMAHON will prepare and assist the City of De Pere with the preparation of the UNPSW Planning grant. Based on anticipated funding, McMAHON has a success rate of securing 100% of previously applied for UNPSW Planning grants.

We appreciate the opportunity to provide a proposal for this work. If you have any questions, please let us know.

Very truly yours,

McMAHON



Carl C. Sutter, P.E., CCS
Senior Vice President

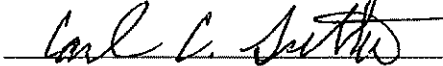


Steven K. Rosenbeck, P.E., CPESC, LEED AP
Project Engineer

CCS:SKR:car

Enclosures: City of De Pere / McMAHON Master Contract Terms

Proposed Fee Schedule

Company Name: McMAHONCompany Address: 1445 McMahon Drive / P.O. Box 1025Company Address: Neenah, WI 54956 / 54957-1025Company Representative: Carl C. Sutter, P.E., CCSSignature: Fee (Total): \$28,600

Fee Breakdown:

Basin AC100B – Repair Drainage Swale System: \$4,950Basin ER060A – Repair and Modify an Existing Pond Due to Failure: \$3,850**Basin FE190A – Conceptual pond Layout for Future Construction: \$1,000Basin FE280B – Construction of a new Pond for New Development: \$14,900WDNR Grant Application for Storm Water): \$2,500Meetings (Three Total): \$1,400

**Deduction of \$850 if wetland delineations is not required.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 10, 2014

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider Recommendations for Parking and Traffic Issues

Action Items for the Board of Public Works:

1. Parking at 500 Main: Redevelopment has occurred at the northwest corner of Main Avenue and Fifth Street. A request has been made by one of the businesses to allow parking on Main Avenue. Prior to the development, there was a driveway off of Main Avenue to the site. This driveway has been eliminated as part of the development. With the driveway eliminated, there is enough room for several parking stalls in front of the business.

Recommendation: That parking is added on the north side of Main Street from 45' west of the center of Fifth Street (15' from the cross walk) to 157' west of the center of Fifth Street.

2. Crosswalk for 4th and Marsh: A request was brought forward for a crosswalk to be installed at 4th and Marsh. This location meets the standards for installation of a crosswalk as follows:
 - *The street to be crossed is designated as an arterial or collector street.* (Fourth Street is a collector.)
 - *It is more than 300 feet from the next street crossing.* (The next closest crosswalk is 670 feet away)
 - *There is adequate demand to justify the crosswalk. Adequate demand is defined as one of the following:*
 - i. *The crosswalk would serve 20 pedestrians per hour during the peak hour or 60 pedestrians total for the highest consecutive 4-hour period; or*
 - ii. *The crossing is on a direct route to or from a pedestrian generator, such as a school, library, hospital, senior center, park, or employment center.* (The crosswalk connects a major parking lot (122 stalls) with St Norbert.)
 - *The location has adequate site distance. Adequate site distance is based on 10 times the posted speed.* (Site distance is adequate.)
 - (5) *The crosswalk will have to be constructed to be compliant with the American with Disabilities Act. Each crossing will require advanced warning signs installed per the Manual on Uniform Traffic Control Devices and adequate night time illumination.* (Curb ramp modifications will be required in 2014. There is lighting at the intersection.)

Recommendation: Add a crosswalk at 4th and Marsh this summer under the sidewalk repair program.

ATTACHMENTS:

- CI-BOPW-P&TTeam_Feb_2014_Recommendations (PDF)
- CI-BOPW-P&TTeam_Feb_2014_Discussion Items (PDF)

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



City Engineer Recommendations - Parking and Traffic Issues

February 5, 2013

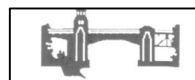
Items for the Board of Public Works:

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Recommendation: Add a crosswalk at 4th and Marsh this summer under the sidewalk repair program.



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

FIGURE: 1

PROJECT:
 ON STREET PARKING
 500 MAIN AVE.

DATE: 01-2014
 BY: BK
 CHECKED:

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



City Engineer Discussion Items - Parking and Traffic Issues

February 5, 2013

Items that were reviewed (No action needed):

1. Driveway Access: Community First Credit Union on Lawrence Drive. When the site was first developed, the traffic model showed that left turns out of the north driveway needed to be prohibited due to the signals at the Scheuring Road and Lawrence Drive intersection. At that time, vehicles would be backed up beyond the driveway on Lawrence Drive. The restrictions at this drive was accommodated as part of the development with a large driveway being constructed farther to the south that permitted left turns into and out of the overall site development (bank plus adjacent office building). Now with the roundabout in place, the backup conditions have been eliminated.

Next Steps: The request could be supported with the following:

- a. The property owner updates the traffic model to verify that the restriction can be removed without negatively impacting traffic on Lawrence.
 - b. The property owner will need to submit a new design for the driveway.
 - c. The property owner would be responsible for the cost related to the work.
2. Safety issue at Webster and Charles. A concern was raised with the safety of crossing at the crosswalk at this intersection. In 2011, it was recommended that the intersection be equipped with advance pedestrian crossing signals. If the signals were installed, the City may have been able to eliminate a crossing guard. This item was removed from the budget during the budget process.

Next Steps: A traffic count and pedestrian study will be completed in spring to determine if there is still a need for advanced pedestrian crossing signals or bump-outs. A policy should be established such that the need for these facilities is justified based on identified parameters. Any modifications at this location would require Brown County Highway Department approval.

3. Safety issue at Randall and Broadway. A concern was raised with the safety of the crossing at the crosswalk at this intersection. At this intersection there is a crosswalk; however there is no advanced signage.

Next Steps: Public Works will install advanced crosswalk signage at the location.

4. Safety issue at 9th and Westwood. A concern was raised with the safety of crossing Ninth at this intersection.

Next Steps: A traffic count and pedestrian study will be completed in spring to determine if there is still a need for improvement. If so, the department will look design options for a crosswalk to be considered. There is a concern with site distance at this location.

5. Signage: Women's Club Signage request. The Women's Club requested that a sign be placed with the other community organizations.

Next Steps: Public Works will complete an inspection on the sign to determine the overall life of the existing sign and also the availability of space. If the sign is in proper condition and there is space, the sign can be placed. If the condition of the sign is in poor condition, the City will need to work with the service clubs to update the sign. Cost for the Women's Club sign would be the responsibility of the group.

Respectfully Submitted:
Eric Rakers

De Pere Engineering

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: February 10, 2014

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider Updates to 2014 General Conditions and Standard Specifications

Attached for your review and approval are the City of De Pere's proposed 2014 General Conditions and Standard Specifications. Specifications need to be updated on a regular basis to accommodate changes in the industry, as well as improving the clarity of the documents. The last update was completed in 2013. There are several changes to this document.

Section 00 70 00 - General Conditions

- (1) Inserted language from the new City Policy Manual on discrimination from Appendix F-9, Item J.

Section 00 41 13 - Selective Site Demolition & Abandonment

- (1) Clarified that the contractor is to use flowable fill for abandoning pipes and slurry for abandoning underground structures.

Section 31 05 10 - Soils and Aggregates for Earthwork

- (1) Addition of the use of crushed concrete from City projects for base course and trench backfilling.
- (2) Eliminated one of the slurry backfill gradations/mix ratios.

Section 32 01 17 - Crack and Joint Sealing

- (1) Renamed section from "Crackfilling" to "Crack and Joint Sealing".
- (2) Updated the ASTM specification number from D3405 to D6690.
- (3) Added language for this section to cover joint sealing on newly constructed concrete, in addition to existing concrete joints and cracks.
- (4) Added language for the requirement of a second joint sealing.

Section 32 11 23 - Crushed Aggregate Base Course

- (1) Added language allowing crushed concrete from City projects for base course.

Section 32 13 13 - Portland Cement Concrete Pavement

- (1) Updated the testing requirements for concrete and aggregate.
- (2) Clarified the compressive strength requirements.
- (3) Updated the warranty requirements.

Section 32 16 13 - Concrete Curb and Gutter

- (1) Updated the testing requirements for concrete and aggregate.
- (2) Clarified the compressive strength requirements.
- (3) Updated the slump requirements.
- (4) Updated the warranty requirements.

Section 32 16 30 - Concrete Sidewalks and Driveways

- (1) Updated the testing requirements for concrete and aggregate.
- (2) Clarified the compressive strength requirements.
- (3) Updated the warranty requirements.

Section 31 23 23.33 - Flowable Fill

- (1) This section has been moved to 31 13 13.33.
- (2) Clarified that this is to be used for abandoning pipes.

Section 32 17 23

- (1) Added paint in addition to epoxy.

Section 33 05 05 - Utility Piping - General Provisions

- (1) Added requirements for insulating existing shallow water services encountered during utility construction so that the services are insulated for the following situations:
 - a. Water service is crossed and located above a storm sewer.
 - b. Water service is crossed during sewer construction and has less than six feet of cover.

Section 33 05 23 - Trenchless Excavation Construction

- (1) Added a note to provide adequate bracing to prevent shifting of the carrier pipe in the casing pipe.
- (2) Added the requirement to place flowable fill between the casing and carrier pipe.

Section 33 11 00 - Water Distribution Systems

- (1) Added requirements to utilize lead free brass fittings to conform with recently passed EPA requirements on water systems.
- (2) Added a requirement to paint hydrant caps to reflect the flow available at the hydrant. This is a request from the fire department.
- (3) Updated the pipe stiffener length used with HDPE water services.
- (4) Modified the connection on fire hydrants to a Storz connection for fire hoses. This is a request from the fire department.
- (5) Added requirements for insulating new water services that cross under sewers or that the water service is to be constructed below the sewer as directed by the engineer.
- (6) Added language that shallow water services are to be replaced beyond the sidewalk.
- (7) Added a requirement to construct a clay dam around the water service near the curb stop.

Section 33 31 00 - Sanitary Sewer Systems

- (1) Clarified that a contractor can use soil class A-7 or A-8 for pipe embedment.
- (2) Added a requirement to construct a clay dam around the sanitary lateral at the property line.

Section 33 41 00 - Storm Sewer Systems.

- (1) Clarified that a contractor can use soil class A-7 or A-8 for pipe embedment.
- (2) Clarified that the contractor is to use Class B bedding for corrugated metal pipe.
- (3) Added a requirement that all endwalls are to be connected to the storm sewer pipe to prevent separation.
- (4) Add a requirement to televise all storm sewers.

Standard Details

- (1) Added a new detail for constructing duplex driveways.
- (2) Added a new detail for concrete sidewalks.
- (3) Updated the detail for pavement ties to match the Wisconsin Department of Transportation specifications.
- (4) Added a new detail for the construction of a clay dam on sanitary laterals.
- (5) Updated the water tracer wire detail to show a clay dam around the water service.
- (6) Updated to the hydrant detail for the change in painting the caps based on the available flow.

Staff is requesting approval of the 2014 Standard Specification.