



Common Council

Regular Meeting

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

Agenda

Tuesday, January 19, 2021

7:30 PM

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **January 19, 2021** at **7:30 PM**.

Due to the current public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either:

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/DePere>

You can also dial in using your phone.

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

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

Access Code: 154-883-285

THIS MEETING WILL NOT BE HELD IN PERSON.

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://depercitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Approval of the minutes of the January 5, 2021 Common Council meeting.
3. COVID-19 update from the Health Department.
4. Recommendation of the Finance Personnel Committee to Accept \$3,000 Donation from De Pere Christian Outreach to the Police Department K-9 Fund.
5. Recommendation of the Finance Personnel Committee to Approve Police Emergency Hotel Voucher Program.
6. Recommendation from the Board of Park Commissioners to Approve Rental of Cabana Area at VFW Pool with Fee Structure.
7. Recommendation from Board of Public Works to Replace and Raise the City Entrance Sign on S. Webster Avenue, With Funding for the Sign Raising from Unassigned Reserves.
8. Resolution #21-05 Authorizing Extension of Agreement for Revaluation and Statutory Assessor Services (Accurate Appraisal, LLC - Assessment Year 2021).
9. Resolution #21-06 (Revised) Authorizing Agreement for Auditing Services Between the City of De Pere and CliftonLarsonAllen LLP (CLA).
10. Resolution #20-07 Authorizing Revised Software Service Agreement with Granicus, LLC.

11. Resolution #21-08 Authorizing Extension of Agreement for Consulting Services between City Of De Pere and Robert E. Lee & Associates, Inc. (2021 Consulting Services).
12. Resolution #21-09 Authorizing Agreement for Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Wetland/Stream Modifications Adjacent to Fortune Ave. in the West Business Park).
13. Resolution #21-10 Authorizing Extension of Agreement for Contractor Services Between the City of De Pere and Holubar Construction Company, Inc. (Spur Line Maintenance).
14. Resolution #21-11 Approving Agreement for Consulting Services Between City of De Pere and Dixon Engineering, Inc. (T-Mobile Wireless Antenna Installation-Merrill Street Water Tower).
15. Resolution #21-12 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2021 Construction Materials Testing).
16. Resolution #21-13 Authorizing Agreement for Contractor Services between City of DePere and ECS Midwest, LLC (2021 Soil Boring).
17. Consideration and Possible Action to Amend the City's Phase One Facilities Plan to Allow In-Person Public Meetings - Requested by Alderperson Carpenter.
18. Voucher approval.
19. Future agenda items.
20. Discuss Fire Collective Bargaining Agreement One-Year Extension Status

PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
21. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the January 5, 2021 Common Council meeting.

ATTACHMENTS:

- 1-5-21 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, January 5, 2021

7:30 PM

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Mike Eserkaln	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Casey Nelson	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Kelly Ruh	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Approval of the minutes of the December 15, 2020 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

3. Public Hearing on the rezoning of Parcels WD-2021, WD-L482-2, WD-L483-1, WD-L484-1, WD-L485, WD-L486, WD-L510, WD-L511, WD-L514, and WD-L515 at the 2400 block of American Blvd, from R-1 (Single Family Residence District) to I-B-2 (Industrial-Business-2 District).

A. Notice of Public Hearing.

City Clerk Carey Danen announced that the public hearing notice was published in the Green Bay Press-Gazette on December 21st and 28th, 2020.

B. Recommendation from the Plan Commission.

Development Services Director Dan Lindstrom reported that this land was annexed into the City many years ago as residential; he noted that the Comprehensive Plan does have it listed as potential business park. He stated that the Plan Commission did not hear from any members of the public at its meeting, but staff has heard from several residents in the last few weeks.

C. Ordinance #21-01 Rezoning Certain Property from R-1 Single Family Residence to I-B-2 Industrial-Business-2 (Parcels WD-2021, WD-L482-2, WD-L483-1, WD-L484-1, WD-L485, WD-L486, WD-L510, WD-L511, WD-L514 and WD-L515; southern end of American Boulevard).

Mayor Boyd declared the public hearing open. De Pere resident Scott Borley expressed concern about the developer's advertisement to build up to a one

million square foot facility. He also requested that the City consider creating a berm for any potential development to provide a buffer for the nearby residences. Dan explained that staff has not yet received any site plans, so he cannot speak to the size of a potential facility built there. He pointed out that any development would have to comply with landscaping and buffering requirements, noting that wider transitional yards are required when abutting residential land. No one else wished to speak, so Mayor Boyd declared the public hearing closed. Discussion followed regarding Plan Commission and Council oversight of potential site plans. Dan confirmed that the City's zoning code does not set a maximum size for a facility; it is instead dependent upon the ratio of building footprint to parcel size. Alderperson Hansen expressed concern about parcel WD-2021 and its proximity to the new Garrity's Glen South subdivision. Dan stated that staff has already had discussions with the developer about the benefits of expanding the existing storm water retention pond and allowing for additional buffering.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

4. Public Hearing on the vacation of a public thoroughfare (500 block Charles Street adjacent to Parcels ED-914 and ED-920).

A. Notice of Public Hearing.

City Clerk Carey Danen reported that the public hearing notice was published in the Green Bay Press-Gazette on December 14th, December 21st, and December 28th, 2020.

B. Recommendation from the Plan Commission.

C. Resolution #21-01 (Renumbered Resolution #20-121) Regarding the Vacation of a Public Thoroughfare (500 Block of Charles Street; adjacent to Parcels ED-914 and ED-920).

Mayor Boyd declared the public hearing open; no one wished to speak so he declared the public hearing closed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

5. Resolution #21-02 Disallowance of Claim (Threse & Brent Martin).

Alderperson Ledvina moved, seconded by Alderperson Ruh to approve the disallowance; Alderperson Ruh then rescinded her second. Alderperson Hansen seconded the motion on the floor.

Alderson Carpenter asked if there are any photos to substantiate the City's assertion that the cracks in the curbing were pre-existing. City Attorney Judy Schmidt-Lehman confirmed that City crews routinely take photographs of existing conditions before starting a project.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderson
SECONDER:	Jonathon Hansen, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

6. Resolution #21-03 (Revised Resolution #20-124) Final Resolution Authorizing Sanitary Sewer, Water Main, Storm Sewer and Storm Water Management Improvements and Levying Special Assessments Against Benefited Property (Garroman Drive).

Alderson Raasch moved, seconded by Alderson Hansen to approve the resolution. Discussion followed about the Board of Public Works' intent regarding the repayment terms. Alderson Raasch then moved, seconded by Alderson Hansen to amend the motion to allow a two year repayment period with interest deferred. If not paid after two years, assessment to be placed on the tax roll with statutory interest to accrue. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Jonathon Hansen, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

7. Resolution #21-04 Supporting Letter Regarding Amendment to Official City Newspaper Statute.

Alderson Raasch moved, seconded by Alderson Nelson to amend the letter to state representatives by adding the phrase "consider allowing a social media or internet-based method for publishing notices". Upon vote, the motion to amend carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderson
SECONDER:	Casey Nelson, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

8. Discussion and Possible Action on Resumption of In-Person Governmental Meetings

Mayor Boyd commended staff for their work in preparing the Council Chambers for the resumption of in-person meetings. He noted that they are still waiting for a part for the audio system, which is supposed to ship January 20th. City Attorney Judy Schmidt-Lehman asked Council members to keep in mind that a quorum of members is required to be present in the chambers for an in-person meeting, and that the public is entitled to attend in person as well. The City can work to provide options to accommodate the public due to the reduced capacity of the chambers, which is approximately 15 spectators given the increased spacing of Council members and staff. Discussion followed regarding alternatives, such as using the conference rooms for overflow and streaming

the meeting, scheduling meetings as virtual when topics are anticipated to draw high attendance, or cycling residents in and out of the chambers to give them a turn to speak. Management of distancing rules would be handled by extra City staff. Judy pointed out that the current Phase Two guidelines for returning to in-person meetings have not been met, and that Council would need to revise those guidelines if they wish to pursue it. Alderperson Ledvina asked if a meeting could be converted back to virtual in the event there would not be an in-person quorum. Judy replied that it could as long as there was enough time to publish a new meeting notice; otherwise the meeting would have to be cancelled.

9. COVID-19 update from the Health Department.

Health Director Debbie Armbruster reported that they have received 100 doses of the Moderna vaccine, and have begun vaccinating City EMS workers and school district nurses. They will also provide vaccinations at St. Norbert Abbey, which was not included in the state's long term care program. Staff is also reaching out to dentists, chiropractors, optometrists, and behavioral health providers in the City to determine who would like to be vaccinated once they receive another shipment. Discussion followed regarding the difficulty of ordering more vaccine from the state.

10. Appointments to boards and commissions by Mayor Boyd.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

11. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

12. Future agenda items.

Alderperson Carpenter requested that staff work on potential revisions to the Phase Two reopening plan as it relates to in-person meetings.

13. Consideration and Action on Request From the Axley Byrnelson, LLP Law Firm for a Waiver of Conflict of Interest

Alderperson Raasch moved, seconded by Alderperson Carpenter to close the meeting at 8:44 PM. Upon roll call vote, motion carried unanimously. Alderperson Raasch moved, seconded by Alderperson Carpenter to open the meeting at 8:51 PM. Upon roll call vote, motion carried unanimously. Alderperson Raasch moved, seconded by Alderperson Hansen to authorize the City Attorney to execute the waiver agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

14. Adjournment.

Alderperson Nelson moved, seconded by Alderperson Carpenter to adjourn the meeting at 8:52 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: COVID-19 update from the Health Department.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: **Recommendation of the Finance Personnel Committee to Accept \$3,000 Donation from De Pere Christian Outreach to the Police Department K-9 Fund.**

The police department has received a donation from the De Pere Christian Outreach in the amount of \$3,000 to be used for the continued maintenance and training of the police K-9. The donation will be deposited in the police K-9 donation account for future use.

The Finance Committee at the January 12, 2021 meeting unanimously recommended forwarding it to the full council for approval.

Thank you for your consideration of this generous donation.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation of the Finance Personnel Committee to Approve Police Emergency Hotel Voucher Program.

The police department wishes to establish a humanitarian program to assist with emergency shelter and food for citizens and travelers in and through De Pere.

Recently, Officer Tony Phelps developed an idea to assist persons or families with overnight stays at local hotels when there is a dire need, or an emergency situation and other housing in Brown County is not available. Other officers have come upon situations where a vehicle had broken down on the highway and the destitute family was stranded late at night; or a person is kicked out of a house and has nowhere to go. There have been other situations when persons have been found in hot or cold parked vehicles and were close to dying and we had nowhere for them to go. Officers in the past have paid for the emergency stays on their own, but we would like to make this a more formal and funded program.

Officer Phelps has already done the leg work and contacted local hotels including the Kress Inn and Sleep Inn and has received very positive results and support for the program. The Finance Director, Joe Zegers, has also reviewed this request and agrees with the process and accounting as follows:

The way the program will work is a supervisor (Sergeant) authorizes an overnight stay in a pre-approved hotel, or for emergency food. A City credit card will be used to pay for the stay or food. The account used to pay the credit card bill will be a sub-account set up in the police donations account. Undesignated police donations and drug forfeiture money will be used to fund that sub account. It is estimated the expenditures will not exceed \$500 per year.

The request to the Council is to increase the number of credit cards the City owns by two so we can place these credit cards in Sergeant patrol vehicles for such field use. This is a worthwhile program that although is used rarely, the impact on the few recipients is enormous.

The Finance Committee at the January 12, 2021 meeting unanimously recommended forwarding it to the full council for approval.

Thank you, and if you have any questions please contact me at your convenience.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: John McDonald

SUBJECT: Recommendation from the Board of Park Commissioners to Approve Rental of Cabana Area at VFW Pool with Fee Structure.

The Board of Park Commissioners, at the December 17, 2020 meeting, approved rental of the cabana area at the VFW Pool at a rate of \$25/hr. The motion was approved unanimously with a 7-0 vote. Staff is seeking approval for the Cabana area of VFW Pool to be rented during open swim hours. Open Swim hours are 1:00 pm - 4:30 pm & 6:00 - 8:30 pm Monday - Friday and 1:00 - 6:00 pm on Saturday and Sunday. Staff suggests a fee structure of \$25/hour (up to 3 hours with a minimum of 1 hour).

Staff would also work to ensure that users are aware of rentals each day through signage and posts on the website.

Respectfully,

John McDonald - Recreation Supervisor

ATTACHMENTS:

- 2021 Fees - Aquatics - Amended Cabana Rental (PDF)

De Pere Park, Recreation & Forestry
Swimming Pools
2021 Fees - Amended

Summer Pools

LEGION

General Admission Tickets	Resident	Non-Resident
Baby Pool (0-2 years old)	\$1.50	\$3.00
Single (3-59 years old)	\$4.00	\$7.00
Senior (60+ years old)	\$3.00	N/A

Family Swim

Baby Pool (0-2 years old)	\$0.75	\$1.50
Single (3-59 years old)	\$2.00	\$3.50
Senior (60+ years old)	\$1.50	N/A

VFW

General Admission Tickets	Resident	Non-Resident
Baby Pool (0-2 years old)	\$2.00	\$4.00
Single (3-59 years old)	\$5.00	\$8.00
Senior (60+ years old)	\$3.00	N/A

Family Swim

Baby Pool (0-2 years old)	\$1.00	\$2.00
Single (3-59 years old)	\$2.50	\$4.00
Senior (60+ years old)	\$1.50	N/A

Legion Only

Pre-Season Swim Passes	Resident	Non-Resident
Individual	\$35.00	\$65.00
Family	\$70.00	\$150.00
Senior	\$25.00	N/A

In-Season Swim Passes

Legion Only

Individual	\$45.00	\$75.00
Family	\$80.00	\$160.00
Senior	\$35.00	N/A

Pre-Season Swim Passes

Legion & VFW

Individual	\$45.00	\$90.00
Family	\$100.00	\$210.00
Senior	\$35.00	N/A

In-Season Swim Passes**Legion & VFW**

Individual	\$55.00	\$100.00
Family	\$110.00	\$220.00
Senior	\$45.00	N/A

Aquatics - Lap Swim Both Pools

	Resident	Non-Resident
Daily	\$3.00	\$5.00
Season Pass	\$45.00	\$60.00
Season Pass Senior	\$35.00	\$50.00

Swim Lessons

9-Week Swim Lessons	\$27.00	\$42.00	N/A
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Private Lessons

4- 30 minute lessons	\$74.00	\$89.00	\$56.00
8- 30 minute lessons	\$142.00	\$157.00	\$107.00

Semi-Private Lessons

4- 30 minute lessons	\$34.00	\$49.00	\$26.00
8- 30 minute lessons	\$61.00	\$76.00	\$46.00

Aquatics - SYBLE HOPP AQUATICS

	Resident	Non-Resident	Senior Citizen
Parent Child (7 weeks)	\$22.00	\$37.00	N/A
Parent Child (6 weeks)	\$19.00	\$34.00	N/A
Water Aerobics (7 weeks)	\$24.00	\$39.00	\$18.00
Water Aerobics (6 weeks)	\$20.00	\$35.00	\$16.00
Water Fitness (6 weeks)	\$20.00	\$35.00	\$16.00

Junior Lifeguarding

Jr. LG (4 weeks)	\$80.00	\$95.00	N/A
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Pool Rental Fees - LEGION ONLY**Pool Rental Fee Schedule**

Number of Patrons	Rental Fee	**Concessions available for additional \$20 per hour with 61+ patrons. Parties \$40 per hour with 61+ patrons.
1-60	\$120.00	
61-136	\$145.00	
137-236	\$175.00	
237-336	\$200.00	

Inflatables available for additional \$50*Pool Rental Fees - VFW ONLY w/ NO SLIDE****Pool Rental Fee Schedule**

Number of Patrons	Rental Fee	Rental Fee	**Concessions available per hour up to 60 patrons. Parties \$40 per hour with 61+ patrons.
1-60	\$175.00	\$200.00	
61-136	\$200.00	\$225.00	
137-236	\$225.00	\$250.00	
237-336	\$250.00	\$275.00	

***If additional guards are required renter will pay an additional \$20/per guard after parties**

**Inflatables available for additional \$50*

Pool Rental Fees - VFW ONLY w/ SLIDE

Pool Rental Fee Schedule

Number of Patrons	Rental Fee	Rental Fee	**Concessions available per hour up to 60 patrons hour with 61+
1-60	\$200.00	\$225.00	
61-136	\$225.00	\$250.00	
137-236	\$250.00	\$275.00	
237-336	\$275.00	\$300.00	

**If additional guards are required renter will pay an additional \$20/per guard*

**Inflatables available for additional \$50*

Pool Rental Fees - LEGION & VFW Pools

TOT Pool Rental Fee Schedule

1 hour rental	\$25.00 per hour (up to 25 people)
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Rental Fees - VFW Pool

Cabana Rental Fee Schedule

1-3 hour rental	\$25.00 per hour (min. 1 hr., max. 3 hrs.)
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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from Board of Public Works to Replace and Raise the City Entrance Sign on S. Webster Avenue, With Funding for the Sign Raising from Unassigned Reserves.

The Board of Public Works at the January 11, 2021 meeting approved replacing the entrance sign on S. Webster Avenue including raising the sign (not to exceed four feet), painting the back gray, and using anti-graffiti paint if proved viable by Fox Cities Signs on the removed sign, funded through unassigned general funds and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City replaced five (5) existing decorative signs located at various entrances throughout the City. On November 27, 2020 the new sign located on S. Webster was vandalized. (See attached photos) The sign has been covered since this date. Our insurance company has agreed with replacing the sign for \$5,153.10 (See attached estimate) less the City's \$1,000 deductible.

Since we are going to replace the sign, the City has the opportunity to raise the sign. Currently, the sign is several feet lower than the back of sidewalk due to the slope behind the sidewalk. Staff received the following estimates(See attached estimates) for raising the sign:

Raise two (2) feet: Additional cost \$658.90
 Raise three (3) feet: Additional cost \$1,009.90
 Raise four (4) feet: Additional cost \$1,279.90

The funding for raising the sign would need to come from unassigned general fund balance. Staff would recommend raising the sign three (3) feet.

In addition, staff inquired painting the back of the sign. If we were to paint the sign using one of the colors (grey, blue, or white) on the front of the sign there would be no extra charge. If the City wanted a different color the extra cost would be \$120. Staff also requested a cost for using anti-graffiti paint. The additional cost would be \$485. The vendor said they have never used this type of paint before so they do not know how well it would work.

ATTACHMENTS:

- S. Webster Damage Sign photo #1 (PDF)
- S. Webster Damage Sign photo #2 (PDF)
- City of De Pere Sign Replacement Estimate S. Webster(PDF)

- City of De Pere Sign Replacement Options (PDF)





**Fox Cities Sign LLC**

1125 W Tuckaway Lane Suite D
Menasha, WI 54952
Ph: (920) 378-3515
FAX: (920) 228-8993
Email: sales@foxcitiesign.com
Web: www.foxcitiesign.com

Estimate # 1.7.c

Page 1 of 1

Created Date:	12/3/2020 10:57:00AM	Prepared For:	City of De Pere
Salesperson:	Kristina Coppo	Contact:	Tony Fietzer, Street Superintendent
Email:	kristina@foxcitiesign.com	Office Phone:	(920) 339-8325
Office Phone:	(920) 378-3515	Email:	tfietzer@deperewi.gov
Office Fax:	(920) 228-8993	Address:	925 S. 6th Street
Entered by:	Sara Greil		De Pere, WI 54115

Description: Welcome signs - Replacement for damage

		Quantity	Unit Price	Subtotal
1	Product: Custom Sign Description: 5323.1 Replacement Remove existing vandalized sign. Produce and install (1) new 77.6" x 64" x 4" single sided Foam Core Sign with hardcoat. Includes stucco finish w/raised lettering and logo on face. Sign mounted over two steel posts. Includes 7 Year material warranty. *Quoted as removing from existing poles, and installing new onto existing poles/foundation. • Standard Install	1	\$5,153.10	\$5,153.10
		Quantity	Unit Price	Subtotal
2	Product: Custom Sign Description: 5323.2 Repair Remove existing vandalized sign, carefully removing from existing poles. Crate and transport sign. Respray and repaint sign, return to site and reinstall sign onto existing poles/footing. *If sign cannot be removed from poles without causing damage to sign, we will have to remove the existing footing and install new footing (not included) • Standard Install	1	\$4,330.72	\$4,330.72

Notes

PRICE VALID FOR 30 DAYS. CUSTOMER IS RESPONSIBLE FOR SIGN PERMIT OR MAY CONTRACT FOX CITIES SIGN, LLC A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES SIGN TO OBTAIN PERMIT FOR \$100 FEE PLUS COST OF PERMIT AND ANY ADDITIONAL FEES REQUIRED FROM MUNICIPALITY. CLIENT IS RESPONSIBLE FOR ABIDING BY MUNICIPAL, STATE & DOT REGULATIONS. FOX CITIES SIGN, LLC A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES IS NOT RESPONSIBLE FOR RUNNING ELECTRICAL TO SIGN, ENGINEERING OR INSPECTIONS.

OUR TERMS ARE 75% DOWN WITH BALANCE DUE UPON INSTALLATION/COMPLETION. PRODUCTION WILL BEGIN UPON RECEIVING THE FOLLOWING: SIGNED CONTRACT & RENDERINGS, DOWN-PAYMENT, PERMIT APPROVAL. ESTIMATED COMPLETION DATE WILL BE PROVIDED APPROXIMATELY ONE WEEK AFTER RECEIVING THESE ITEMS. 3.5% CHARGE TO BE ADDED FOR ALL CREDIT CARD PURCHASES.

*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***

THERE MAY BE ADDITIONAL CHARGES DUE TO ABNORMAL SOIL CONDITIONS, READINESS OF THE SITE UPON OUR ARRIVAL, ACCESS ISSUES, RUSH FEES, AND ADDITIONAL REPAIRS. IF THE BUILDING OR OTHER EXISTING STRUCTURE IN WHICH SIGN WILL BE ATTACHED IS FOUND TO BE NOT SUPPORTIVE OR STRUCTURALLY SOUND, THERE MAY BE ADDITIONAL LABOR/MATERIAL CHARGES. QUOTE IS VALID FOR MILD TEMPERATURE INSTALLATION. IF PAINTING, VINYL OR FLEX FACE INSTALLATION IS REQUIRED DURING TEMPERATURES BELOW 50 DEG, THERE MAY BE ADDITIONAL COSTS OR DELAYS INVOLVED.

Payment Terms:**Client Reply Request**☐ Estimate Accepted "As Is". Please proceed with Order.☐ Other: _____☐ Changes required, please contact me.

SIGN: _____ Date: ____/____/____

Print Date: 12/3/2020 2:39:41PM

We'll Keep an Eye on your Sign!**Packet Pg. 20**

**Fox Cities Sign LLC**

1125 W Tuckaway Lane Suite D
Menasha, WI 54952
Ph: (920) 378-3515
FAX: (920) 228-8993
Email: sales@foxcitiessign.com
Web: www.foxcitiessign.com

Estimate # 1.7.d

Page 1 of 2

Created Date:	12/3/2020 10:57:00AM	Prepared For:	City of De Pere
Salesperson:	Kristina Coppo	Contact:	Tony Fietzer, Street Superintendent
Email:	kristina@foxcitiessign.com	Office Phone:	(920) 339-8325
Office Phone:	(920) 378-3515	Email:	tfietzer@deperewi.gov
Office Fax:	(920) 228-8993	Address:	925 S. 6th Street
Entered by:	Sara Greil		De Pere, WI 54115

Description: Welcome signs - Replacement for damage

		Quantity	Unit Price	Subtotal
1	Product: Custom Sign Description: 5323.1a Replacement Remove existing vandalized sign. Produce and install (1) new 77.6" x 64" x 10" single sided Foam Core Sign with hardcoat. Includes stucco finish w/raised lettering and logo on face. Sign mounted over two steel posts. Includes 7 Year material warranty. *Quoted as removing from existing poles, and installing new onto existing poles/foundation. • Standard Install	1	\$5,153.10	\$5,153.10
2	Product: Custom Sign Description: 5323.2 Repair Remove existing vandalized sign, carefully removing from existing poles. Crate and transport sign. Respray and repaint sign, return to site and reinstall sign onto existing poles/footing. *If sign cannot be removed from poles without causing damage to sign, we will have to remove the existing footing and install new footing (not included) • Standard Install	1	\$4,330.72	\$4,330.72
3	Product: Custom Sign Description: 5323.1b Replacement - 2' Taller Remove existing vandalized sign. Produce and install (1) new 101.6" x 64" x 10" single sided Foam Core Sign with hardcoat. Includes stucco finish w/raised lettering and logo on face. Sign mounted over two steel posts. Includes 7 Year material warranty. *Quoted as removing from existing poles, and installing new onto existing poles/foundation. • Standard Install	1	\$5,812.00	\$5,812.00
4	Product: Custom Sign Description: 5323.1c Replacement - 3' Taller Remove existing vandalized sign. Produce and install (1) new 113.6" x 64" x 10" single sided Foam Core Sign with hardcoat. Includes stucco finish w/raised lettering and logo on face. Sign mounted over two steel posts. Includes 7 Year material warranty. *Quoted as removing from existing poles, and installing new onto existing poles/foundation. • Standard Install	1	\$6,163.00	\$6,163.00
5	Product: Custom Sign Description: 5323.1d Replacement - 4' Taller Remove existing vandalized sign. Produce and install (1) new 125.6" x 64" x 10" single sided Foam Core Sign with hardcoat. Includes stucco finish w/raised lettering and logo on face. Sign mounted over two steel posts. Includes 7 Year material warranty. *Quoted as removing from existing poles, and installing new onto existing poles/foundation. • Standard Install	1	\$6,433.00	\$6,433.00

Print Date: 12/15/2020 2:19:23PM

We'll Keep an Eye on your Sign!**Packet Pg. 21**

**Fox Cities Sign LLC**

1125 W Tuckaway Lane Suite D
Menasha, WI 54952
Ph: (920) 378-3515
FAX: (920) 228-8993
Email: sales@foxcitiessign.com
Web: www.foxcitiessign.com

Estimate # 1.7.d

Page 2 of 2

Notes

PRICE VALID FOR 30 DAYS. CUSTOMER IS RESPONSIBLE FOR SIGN PERMIT OR MAY CONTRACT FOX CITIES SIGN, LLC A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES SIGN TO OBTAIN PERMIT FOR \$100 FEE PLUS COST OF PERMIT AND ANY ADDITIONAL FEES REQUIRED FROM MUNICIPALITY. CLIENT IS RESPONSIBLE FOR ABIDING BY MUNICIPAL CITY, STATE & DOT REGULATIONS. FOX CITIES SIGN, LLC A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES IS NOT RESPONSIBLE FOR RUNNING ELECTRICAL TO SIGN, ENGINEERING OR INSPECTIONS.

OUR TERMS ARE 75% DOWN WITH BALANCE DUE UPON INSTALLATION/COMPLETION. PRODUCTION WILL BEGIN UPON RECEIPT OF THE FOLLOWING: SIGNED CONTRACT & RENDERINGS, DOWN-PAYMENT, PERMIT APPROVAL. ESTIMATED COMPLETION DATE WILL BE PROVIDED APPROXIMATELY ONE WEEK AFTER RECEIVING THESE ITEMS. 3.5% CHARGE TO BE ADDED FOR ALL CREDIT CARD PURCHASES.

*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***

THERE MAY BE ADDITIONAL CHARGES DUE TO ABNORMAL SOIL CONDITIONS, READINESS OF THE SITE UPON OUR ARRIVAL, ACCESS ISSUES, RUSH FEES, AND ADDITIONAL REPAIRS. IF THE BUILDING OR OTHER EXISTING STRUCTURE IN WHICH SIGN WILL BE ATTACHED IS FOUND TO BE NOT SUPPORTIVE OR STRUCTURALLY SOUND, THERE MAY BE ADDITIONAL LABOR/MATERIAL CHARGES. QUOTE IS VALID FOR MILD TEMPERATURE INSTALLATION. IF PAINTING, VINYL OR FLEX FACE INSTALLATION IS REQUIRED DURING TEMPERATURES BELOW 50 DEG, THERE MAY BE ADDITIONAL COSTS OR DELAYS INVOLVED.

Payment Terms:**Client Reply Request**☐ Estimate Accepted "As Is". Please proceed with Order.☐ Other: _____☐ Changes required, please contact me.

SIGN: _____ Date: ____ / ____ / ____

Print Date: 12/15/2020 2:19:23PM

We'll Keep an Eye on your Sign!**Packet Pg. 22**



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Resolution #21-05 Authorizing Extension of Agreement for Revaluation and Statutory Assessor Services (Accurate Appraisal, LLC - Assessment Year 2021).

The Finance-Personnel Committee voted unanimously at its January 12, 2021 meeting to recommend approval of the one-year contract extension option.

ATTACHMENTS:

- Reso21-05 (PDF)
- Extension Agreement-Accurate Appraisal (2021)1-13-21-102-001-04 (PDF)
- Exhibit A-Accurate Appraisal Extension Agreement (PDF)
- Memo to Finance - Accurate Appraisal Contract Extension (PDF)
- DePere - 2021-2022 Extension (Full Value Program) - Signature Page Only (PDF)

RESOLUTION #21-05

AUTHORIZING EXTENSION OF AGREEMENT FOR
REVALUATION AND STATUTORY ASSESSOR SERVICES
(Accurate Appraisal, LLC – Assessment Year 2021)

WHEREAS, the City and Accurate Appraisal, LLC are parties to an Agreement for Revaluation and Statutory Assessor services; and

WHEREAS, the City and Accurate Appraisal wish to extend the Agreement to include Full Value Program services for the assessment year 2021, as set forth in the Extension of Agreement attached hereto and incorporated by reference.

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Extension of Agreement for Revaluation and Statutory Assessor Services, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of January, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/12/2021

**EXTENSION OF AGREEMENT FOR REVALUATION
AND STATUTORY ASSESSOR SERVICES**
(Accurate Appraisal, LLC - Assessment Year 2021)

WHEREAS, the City of De Pere, a Wisconsin Municipal corporation ("City") and Accurate Appraisal, LLC, a Wisconsin Limited Liability company ("Contractor") (hereinafter "the Parties") are parties to an Agreement for Revaluation and Statutory Assessor Services dated January 6, 2016, Amended on December 12, 2017 and Extended on November 12, 2018 (together "the Agreement"); and

WHEREAS, the Parties wish to extend the Agreement for Full Value Program services an additional year to include the assessment year 2021.

NOW, THEREFORE, upon the mutual promises and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The term of the Agreement for Full Value Program services shall be extended to include the assessment year 2021.
2. Compensation to be paid by City to Contractor for the assessment year 2021 shall be Forty-nine Thousand Eight Hundred and no/100 Dollars (\$49,800) as shown on the attached Exhibit A, incorporated herein by reference.
3. All other terms and conditions of the Agreement remain in full effect and unchanged by this Amendment.

(Signatures to follow on Page 2)

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed as
of the _____ day of _____, 2021.

Accurate Appraisal, LLC

By:

Lee T. De Groot, Member

City of De Pere

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Agreements\2021\Contractor\Extension Agreement-Accurate Appraisal (2021)1-13-21-102-001-04.docx



**1 Year Extension Agreement for
Assessment Services of Previous Contract 2016-2020**

Provided by Accurate Appraisal, LLC.

For

City of De Pere, Brown County for the assessment year 2021

Dated this _____ day of _____ 2020.

Full Value Program – Completion date of July 31st

Fee for services rendered:

Full Value Program

Accurate shall be paid the sum of:

\$49,800

A handwritten signature in black ink, appearing to read "L. T. De Groot".

10/9/2020

Lee T. De Groot
Member
Accurate Appraisal, LLC.

Date

Authorized Client Signature

Date

CITY OF DE PERE MEMO



To: Honorable Mayor James G. Boyd
Members of the Finance-Personnel Committee

From: Carey Danen, City Clerk

Date: January 12, 2021 (meeting date)

RE: **Accurate Appraisal Contract Extension**

Accurate Appraisal has served as the City's statutory assessor since 2005. Our current contract, which was amended in 2017 to include annual full value maintenance services, expired on December 31st. I am proposing that we issue a full Request for Proposal (RFP) for assessor services this spring; therefore, I would like to request your approval to sign an extension to our current agreement to cover assessor services for 2021.

The cost for a one-year extension is \$49,800; this represents an increase of \$10,000 over the previous rate, which has been at \$39,800 since 2018. Accurate has attributed this increase to inflation, as well as a rise in construction activity, sales, and permits within the City over the past two years. The budget overage of \$10,000 would come from undesignated reserves.

Accurate has also provided a quote for a two-year extension; the cost for this option would be \$48,500 per year (a savings of \$2,600 over the two years). If members of the Finance-Personnel Committee prefer this option, the RFP would be issued in the spring of 2022.

I am happy to answer any questions you may have in advance of the meeting.



**2 Year Extension Agreement for
Assessment Services of Previous Contract 2016-2020**

Provided by Accurate Appraisal, LLC.

For

City of De Pere, Brown County for the assessment years 2021-2022

Dated this _____ day of _____ 2020.

Full Value Program – Completion date of July 31st

Fee for services rendered:

Full Value Program

Accurate shall be paid the yearly sum of:

\$48,500

12/03/2020

Lee T. De Groot
Member
Accurate Appraisal, LLC.

Date

Authorized Client Signature

Date



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #21-06 (Revised) Authorizing Agreement for Auditing Services Between the City of De Pere and CliftonLarsonAllen LLP (CLA).

The Finance-Personnel Committee voted unanimously at its January 12, 2021 meeting to award the 2020-2024 auditing services contract to CliftonLarsonAllen (CLA).

ATTACHMENTS:

- Reso21-06 (PDF)
- CLA(auditing services) 1-18-21-115-001-20 (PDF)
- Exhibit A-CLA Auditing Services (PDF)
- Exhibit B-CLE Auditing Services Agreement (PDF)
- Audit RFP memo 2021 (PDF)
- KerberRose Cost Proposal (PDF)
- Hawkins Ash Cost Proposal (PDF)

RESOLUTION #21-06
REVISED

AUTHORIZING AGREEMENT FOR AUDITING SERVICES BETWEEN THE CITY OF DE PERE
AND CLIFTONLARSONALLEN LLP (CLA)

WHEREAS, the City wishes to retain the services of a certified public accounting firm to audit the City's financial records on an annual basis for the years ending December 31, 2021 through December 31, 2024; and

WHEREAS, CLA has available and offers to provide qualified personnel and facilities necessary to accomplish the required audit services within the required timeframes;

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Auditing Services Between the City of De Pere and CliftonLarsonAllen LLP (CLA) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of January, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/12/2021

**AGREEMENT FOR AUDITING SERVICES BETWEEN
THE CITY OF DE PERE AND CLIFTONLARSONALLEN LLP (CLA)**

THIS AGREEMENT, made and entered into on this __ day of _____, 2021, by and between the City of De Pere, a Wisconsin Municipal Corporation (“City”), and CliftonLarsonAllen LLP (CLA), a foreign limited liability partnership, authorized to do business in Wisconsin (“Consultant”):

WITNESSETH

WHEREAS, the City wishes to retain the services of a certified public accounting firm to audit the City’s financial records on a yearly basis for the years ending December 31, 2020 through December 31, 2024;

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the required audit services within the required timeframe(s).

NOW THEREFORE, upon the mutual covenants and promises contained herein, City and Consultant agree as follows:

I. DESCRIPTION OF SERVICES

The services are as described in the City Request for Proposals – Auditing Services dated December 2020 (Exhibit A) and Consultant’s Proposal thereto dated January 5, 2021 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant’s Proposal, if any, are incorporated into this Agreement, unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide Consultant with such information as listed in Exhibit A, including City's financial statements and other applicable information as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in the annual completion of the services and that Consultant's work hereunder should be completed as per schedule shown in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors,

partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work

be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

CLA
Attn: Scott Sternhagen, CPA, Principal
2200 Riverside Drive
Green Bay, WI 54301

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

CLIFTONLARSONALLEN LLP (CLA)

By:

CITY OF DE PERE, WISCONSIN

By:

Scott Sternhagen, CPA, Principal

Title:

James G. Boyd, Mayor

Print Name:

Title:

Carey E. Danen, City Clerk

J:\Law\Agreements\2021\Consultant\CLA (auditing services) 1-18-21-115-001-20.docx

City of De Pere, Wisconsin



Request for Proposal Auditing Services December 2020

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A. PURPOSE OF REQUEST

The City of De Pere, Wisconsin (City) is requesting proposals for the purpose of retaining a certified public accounting firm (Firm) to audit the City's financial records. All detailed information needs are outlined in subsequent sections of this request for proposal (RFP). The term of the contract with the successful Firm shall commence no later than February 22, 2021 and shall be for the audit of the City's financial records for five successive fiscal years beginning with the year ending December 31, 2020.

Any inquiries/clarifications concerning the request for proposal should be directed in writing to the City Finance Director, Joseph G. Zegers via e-mail at jzegers@deperewi.gov and should be received no later than the date specified in the time schedule. No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for proposal at this time.

The City prohibits communication initiated by the respondent to any City official, representative for another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

This RFP seeks professional services, and statutory bidding laws do not apply.

B. TIME SCHEDULE

The City intends to use the following timetable for evaluation and selection of an auditing firm:

Week of December 21, 2020	Send out request for proposal (RFP).
January 5, 2021	Deadline for receipt of responses by the City. <u>No responses will be accepted after this date.</u>
January 12, 2021	Finance Committee Recommendation.
January 19, 2021	Council award of contract with Auditing Firm.

C. INSTRUCTIONS TO AUDITING FIRMS

1. All responses must be addressed to, and mailed or delivered to:

City of De Pere
Finance Department
ATTN: Joe Zegers
(920) 339-4041
335 S. Broadway
De Pere, Wisconsin 54115

2. Questions should be addressed to the Finance Department as shown above, or via email to jzegers@deperewi.gov.

3. All proposals must be in writing, must be in a sealed envelope and clearly marked in the lower left corner: "Auditing Services Proposals." **All proposals must be received by 3:00 PM on January 5, 2021. Proposals received after that date and time will be rejected.** Proposals will not be opened publicly.
4. Five (5) copies of each technical proposal must be provided. In addition, five (5) copies of the cost proposal must be provided in a separate envelope from the technical proposal.
5. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City of De Pere to do so. The City may require the Firms selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as may result from negotiations.
6. No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the contract.
7. Amendment of proposals may be done as follows:
 - a. **By City:** Proposals may be amended by the City in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be mailed to prospective vendors **and must be signed and returned by the vendor as specified in the amendment.**
 - b. **By Firm:** Proposals may only be amended after receipt by the City by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the City.
8. Proposals may be withdrawn only in total, and only by a written request to the City prior to the time and date scheduled for opening of proposals.

D. DESCRIPTION OF ENTITY AND RECORDS TO BE AUDITED

The City of De Pere is located in Brown County, and is part of the Green Bay metropolitan area. Incorporated in 1890, the City of De Pere covers approximately 13 square miles and has a population of 24,595 (per state Department of Administration). The City operates under the Mayor-Council-Administrator form of government. The eight alderpersons represent four districts, serving two-year staggered terms, with one alderperson per district elected every year. The Mayor is elected to serve a two-year term and serves as the City's chief executive officer. The Administrator is appointed by the Common Council and serves as the City's chief administrative officer.

De Pere provides a full range of services typical of municipal governments, including police, fire and emergency medical protection; public works activities such as highway and street maintenance, refuse and recycling collection, water, storm and wastewater utilities; health department; parks and recreation activities; community development activities including planning and zoning enforcement, economic development, and construction inspection; and general and financial administration. As of the most recent debt issue in October, 2020, the City continues to maintain an Aa2 rating from Moody's Investor's Service, Inc.

The City government includes 10 departments. The City employs 147 full time equivalent (excluding part-time and seasonal) employees. Primary responsibility for preparation of the Comprehensive Annual Financial Report rests with the City Finance Department. The City's fiscal year ends on December 31.

The City's 2020 adopted budget of approximately \$59 million includes approximately \$18 million for capital improvements. The remaining \$41 million funds a wide range of municipal services. A summary of the various funds used by the City is included in the prior years' Comprehensive Annual Financial Reports, management letters and 2021 Executive Budget. Visit the homepage of the City's Website, www.deperewi.gov for these reports. The city's 2019 total payroll was \$11,366,891. Other payroll and retirement information is included in the City's financial statements.

The City has utilized Invision / Incode as its primary administrative software since 2005. The City currently uses the following modules; General Ledger, Time Entry, Accounts Payable, Accounts Receivable, Cash Collections, and Human Resources/Payroll. The City's water and sewer utility billings use North Star Accounts Receivable Software through the Green Bay Water Utility billing system..

E. BASIS OF ACCOUNTING

The City follows generally accepted accounting principles as applicable to governmental units in the preparation of its financial statements. The accrual basis of accounting is used for all governmental funds as well as for all proprietary funds.

Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

F. SCOPE OF AUDIT

The audit shall cover the entire financial operation of the City, and must be performed in accordance with generally accepted auditing standards as contained in the U.S. General Accounting Office Governmental Auditing Standards and the American Institute of Certified Public Accountants Industry Audit Guide, Audits of State and Local Government Units, and Government Accounting Standards Board.

The City will provide the audit firm with complete trial balances of all City funds. The City will also provide information for all government-wide adjustments necessary to complete the government-wide financial statements. The financial statements, including the notes to the

financial statements, will be drafted by the audit firm. The City will review the completed financial statements and assume responsibility for the completion and accuracy of the information. An opinion will be expressed based on the examination of all individual funds and fund types.

The City currently has twelve TIF Districts. The annual audit should include a test of transactions, including a calculation of net unreimbursed costs, of each of the Districts. Any statutorily required TIF District compliance audits are not included in the proposal and will be contracted at a subsequent time when required.

G. REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. If applicable, a report on compliance and internal control over financial reporting based on an audit of the financial statements will also be issued.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts.

Reporting to the Common Council. Auditors shall assure themselves that the Common Council is informed of each of the following:

- 1) The auditor's responsibility under generally accepted auditing standard
- 2) Significant accounting policies
- 3) Management judgments and accounting estimates
- 4) Significant audit adjustments
- 5) Other information in documents containing audited financial statements
- 6) Disagreements with management
- 7) Management consultation with other accountants
- 8) Major issues discussed with management prior to retention
- 9) Difficulties encountered in performing the audit

In addition, the Firm will:

- 1) Attend Finance Committee and Common Council meetings to present the annual report to the council.
- 2) Perform a focused review of internal control or accounting procedures in certain City departments, selected annually at the discretion of the City, with a maximum of 16 hours of staff time allocated by the Firm annually. An applicable letter report to management regarding the results of such procedures is to be submitted to the City. Should the City choose not to have the Firm perform such procedures, the audit fee for the applicable year will be adjusted accordingly.
- 3) The work completion schedule includes the following deadlines for the fiscal year audited:

Preliminary fieldwork	January – February 2021
Final fieldwork	March - April 2021
Draft reports completed	May 24, 2021
Final report issued	June 4, 2021

Failure to deliver a final report in a timely manner may result in reducing the term of the engagement.

- 4) Provide the following number of copies of reports:

Annual Financial Report	15
Management Letter	15
Letter report regarding focused procedures	15

H. ASSISTANCE AVAILABLE TO SELECTED FIRM

The City has been audited by CliftonLarsonAllen (CLA), Certified Public Accountants. Previous audit workpapers prepared by CLA will be made available for inspection after the selection of an audit firm has been completed.

The primary contacts for the audit will be the Finance Director and City Clerk. Other Finance Department Staff and other City staff will be available to provide information and explanations as required. The organizational chart for the City is on the last page of this RFP.

The City will provide adequate office space, office furniture, photocopying, telephone and fax service at no cost to the auditor.

I. TERMS AND CONDITIONS

Insurance

All proposals must include either a description of the Firm's insurance or a certificate of insurance outlining the Firm's insurance policies which evidence compliance with the requirements contained herein. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such insurance shall be primary.

Prior to execution of the written contract, the successful Firm shall furnish the City with a Certificate of Insurance listing the City as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Failure to submit an insurance certificate, as required, can make the contract voidable at the City's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by City of De Pere.

Applicable Law

Any law suits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin, and the City and successful Firm shall submit to the jurisdiction of the Circuit Court for such lawsuits.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm without the written consent of the City.

Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be

deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The Firm agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Firm, its employees, agents or subcontractors.

Contract Period

The term of this contract shall commence no later than January 31, 2021. The contract will be for five (5) years.

Termination of Contract for Cause

If through any cause, the Firm shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Firm specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this contract shall, at the option of the City, become the property of the City of De Pere (including electronic files and data).

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Firm, and the City may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due to the City from the Firm is determined.

Auditor Access

All parties contracting with the City shall, upon request, provide access to and furnish the city auditors with requested information, records and reports regarding powers, duties, activities, organization, property, financial transactions, methods of operation, or any and all other records, reports or information in their custody. In addition, they shall provide access for the auditors to inspect all property, equipment and facilities within their custody.

Working Papers

Audit working papers must be retained for at least seven years from the final year of the audit engagement, and be made available for examination by authorized representatives of the cognizant federal or state audit agencies, General Accounting Office, the City, successor auditors (if appointed), and/or any other parties authorized by the City of De Pere.

J. TECHNICAL PROPOSAL REQUIREMENTS AND PROPOSAL FORMAT

In order for the committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals **must** be submitted according to this format. Each proposal should be bound, include a table of contents and be separated by section and tabbed with the proposal heading. **NOTE: There are to be no costs/fees included in the technical proposal.**

Your proposal should provide a straightforward, concise description of the proposed delivery of services and your ability to achieve the same in the format provided. Emphasis should be on completeness and clarity. Unnecessarily elaborate brochures, artwork or other presentations beyond that sufficient to present a complete and effective proposal **is not desired**.

Title Page

The proposal should identify the subject, the name of the Firm, address, telephone number, e-mail address, name and title of the contact person, and date of submission. The response should confirm that the proposal is effective for ninety (90) days from the date submitted.

Table of Contents

The table of contents of the proposal should include a clear and complete identification of the material submitted by section and page number.

Letter of Transmittal

The letter of transmittal should summarize the following information:

1. A brief understanding of the services to be performed.
2. A positive commitment to perform the services as specified.
3. The name(s) of the person(s) authorized to represent the Firm; their title, address, telephone number, and e-mail address if different from the individual who signs the transmittal letter.

Certification of License to Practice in Wisconsin

Firm must affirm that they are licensed to practice as Certified Public Accountants in the State of Wisconsin. Firm must also affirm that they do not have a history of substandard work.

Certification of Independence

Firm must certify that the firm, partners and all staff members assigned to the engagement are free from impairments to independence with respect to the City of De Pere, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. Firm must commit to maintaining an independent attitude and appearance through the full term of the engagement.

A. Profile of the Firm

This section should include information on:

1. The type of organization and size of the Firm.
2. The location of the office from which the work is to be performed, and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.
3. The length of time the Firm has been in existence, as well as the length of time the Firm has been performing audits of local governments.

B. Firm's Qualifications

This section should include the following:

1. Resumes of all key staff members to be assigned to the engagement. The resumes should include experience and educational information relative to the work proposed. In addition, list detailed time commitments of all key staff members. The Firm shall not replace any key staff member without approval of the City, whose approval will not be reasonably withheld. The resumes may be included as an appendix.
2. Description of the Firm's recent experience with local government audits of local government clients similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.
3. Information regarding the Firm's participation in or with the Government Finance Officers Association, Governmental Accounting Standards Board, American Institute of Certified Public Accountants, Wisconsin Institute of Certified Public Accountants, government accounting forums, government cognizant agencies and other organizations.
4. A description of the Firm's quality control procedures and audit review process.
5. Any other information relevant to the Firm's qualifications for the proposed engagement. This could include library or research facilities, specialized technical expertise, EDP resources, etc.
6. The Firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years. In addition, the Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

C. Firm's Approach to the Examination

1. An outline of the work plan for the audit, including the following:

A description of the basic audit program.

Use of statistical sampling.

Use of EDP audit or other technical specialists.

Organization of audit team and approximate percentage of time spent on audit.

Sample management letter.

Typical assistance expected from government's staff.

2. An outline of the estimated hours for each segment of the engagement, in the following format:

	2020 Hrs.	2021 Hrs.	2022 Hrs.	2023 Hrs.	2024 Hrs.
Segment					
Partner					
Manager					
Supervisor					
Senior					
Staff					

K. COST PROPOSAL

The cost portion must be provided as a separate document from the technical proposal. It will be scored separately and not opened nor considered by the reviewers until the technical evaluation is completed. Do not make references to costs anywhere else in the proposal

The cost proposal should include a "not to exceed" fee for each year, inclusive of all costs. This will be the cost to be used in determining point scores for cost evaluation purposes. Any special projects outside the scope of this request would be negotiated separately.

A schedule of rates for each staff category should be provided by year in the following format:

Category	2020	2021	2022	2023	2024
	\$/Hr.	\$/Hr	\$/Hr	\$/Hr	\$/Hr
Partner					
Manager					
Supervisor					
Senior					
Staff					
<u>All-inclusive Total Fee</u>					
Proposed Fee – Audit and Reports					
Single Audit (If Needed)					
Total Fee					

L. EVALUATION OF PROPOSALS

The following factors will be considered in evaluating the proposals:

The completeness of the proposal, including scope, approach and detailed work plan.	0-20 points
Firm experience in auditing local governmental units, OMB Circular A-133 audits, GASB 34, etc. Governmental references will also be considered here.	0-30 points
Qualifications of staff members that would be assigned to the audit. Education, position in the firm, years and type of experience as shown on the resumes will be considered.	0-30 points
Not to exceed costs.	0-20 points
Maximum total points	100 points

M. PROFESSIONAL SERVICES CONTRACT

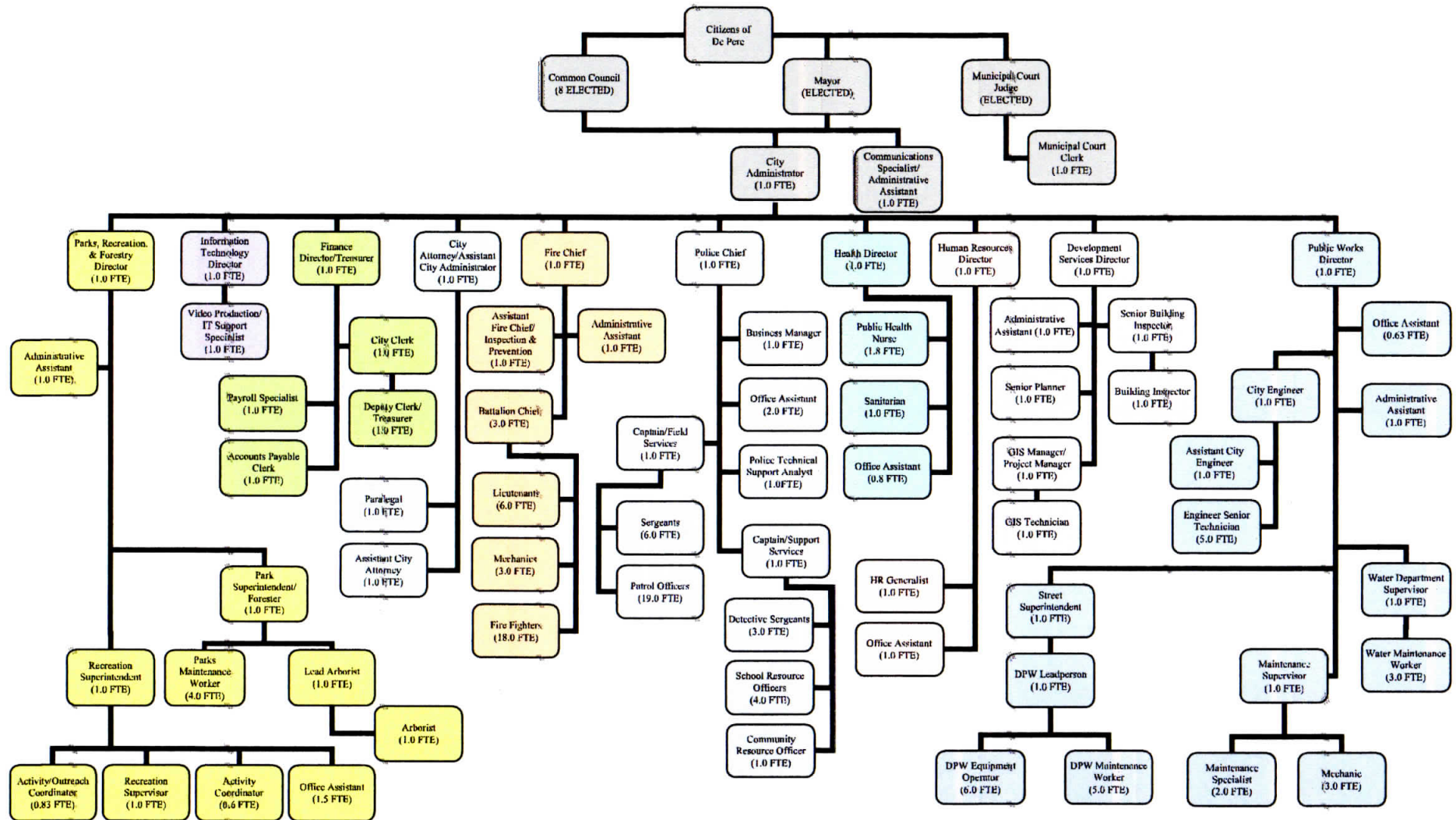
If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the Firm's technical and price

proposals, and any other written offers/clarifications made by the Firm and accepted by the City, will be incorporated into a contract between the City and the Firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Common Council, execution of the contract by the proper City officials, and delivery of the fully-executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful Firm. The contract may be amended only by written agreement between the Firm and the City of De Pere.

1.4 City of De Pere Organizational Chart



Create Opportunities



January 5, 2021

**Proposal to provide professional
auditing services to:**

City of De Pere

Cost Proposal

Prepared by:

Scott Sternhagen, CPA, Principal

scott.sternhagen@CLAconnect.com

920-455-4132



CLAconnect.com

WEALTH ADVISORY

OUTSOURCING

**AUDIT, TAX, AND
CONSULTING**

Professional Fees

Name of firm

CLA (CliftonLarsonAllen LLP)

Verification statements

I, Scott Sternhagen, CPA your engagement principal-in-charge, will serve as the City's primary contact person for this engagement. Furthermore, as a principal of CLA, I am authorized to sign, bind, and commit the firm to the obligations contained in this proposal and the City's RFP.

Schedule of rates for each staff category

<i>Category</i>	<i>2020 \$/HR</i>	<i>2021 \$/HR</i>	<i>2022 \$/HR</i>	<i>2023 \$/HR</i>	<i>2024 \$/HR</i>
Principal	175	180	185	190	195
Manager	145	150	155	160	165
Senior	120	120	120	125	125
Associate	100	100	100	110	110

All-inclusive fees

<i>All-inclusive total fee</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>
Audit of basic financials	\$22,500	\$23,000	\$23,500	\$24,000	\$25,000
Department review (if requested)	\$2,300	\$2,300	\$2,400	\$2,400	\$2,500
Compilation for TID Districts (\$600 per district)	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
<i>Sub total</i>	<i>\$32,000</i>	<i>\$32,500</i>	<i>\$33,100</i>	<i>\$33,600</i>	<i>\$34,700</i>
Technology and client support fee (5%)*	\$1,600	\$1,625	\$1,655	\$1,680	\$1,735
<i>Total Fee</i>	<i>\$33,600</i>	<i>\$34,125</i>	<i>\$34,755</i>	<i>\$35,280</i>	<i>\$36,435</i>
Single Audit (if needed)	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500

* Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around our Technology and Client Support Fee, and we will continue to be transparent with our fee structure.

Manner of payment

The charges for our work are to be based upon the time involved, degree of responsibility assumed, and skills required, plus expenses including internal and administrative charges. Bills for services are due when submitted. Interim bills may be submitted at periodic dates to cover charges and expenses incurred, but will not be submitted more often than monthly.

CLA does accept credit cards for payment.



To: Honorable Mayor and Members of the Finance Committee
 From: Joe Zegers, Finance Director/Treasurer
 Carey Danen, City Clerk
 Date: January 6, 2021
 Subject: Recommendation for 2020-2024 Auditing Services Contract

We have attached our recent request for proposal (RFP) for auditing services for 2020 to 2024 which was sent to Baker Tilly of Madison, and CliftonLarsonAllen(CLA), Hawkins Ash, & KerberRose all from the Green Bay area in December 2020. We evaluated the proposals we received as follows while Baker Tilly chose not to bid on the auditing services contract.

The proposals were evaluated based on four factors with following point factors:

Completeness of the RFP	20
Firm Experience in Auditing Local Government Units	30
Qualifications of Staff Members	30
Cost	20
Total	100

The firms' scores for these four factors were as follows:

	HawkinsAsh	KerberRose	CLA
Completeness	10	15	20
Firm Experience	20	25	30
Staff Members Qualifications	20	25	30
Costs	15	10	20
Total	65	75	100

The firms' proposed fees for 2020-2024 were as follows:

	HawkinsAsh	KerberRose	CLA
2020	\$35,300	\$43,350	\$33,600
2021	\$36,310	\$44,600	\$34,125
2022	\$37,360	\$45,850	\$34,755
2023	\$38,430	\$ -	\$35,280
2024	\$39,530	\$ -	\$36,435

*KerberRose did not provide figures for 2023 & 2024.

All firms had an additional charge of \$4,500 in 2020 if a federal single audit is required. The single audit is required if the City receives federal grants of \$750,000 in any year.

We believe that CLA scored first for completeness due to among other things their more detailed audit plan in relation to the others included in the RFP. Their firm experience also appears greater than the others due to their extensive client profile of municipalities our size as well as a larger combined staff and experience to draw upon to service the City of De Pere. We believe CLA's qualifications of staff members appears to be more compared to the others due to the increased number of both years and experience in auditing cities the size of De Pere as well as other municipalities and governmental entities.

We have attached the proposed fees from CLA, Hawkins Ash & KerberRose. The proposals range from a total of \$33,600 to \$43,350 per year starting for 2020 and increasing to \$36,435 to \$39,350 from 2021 to 2024. The proposal includes the required assistance in the preparation of the government-wide GASB financial statements, an annual department review and the calculation of net unreimbursed costs for the twelve TID districts as well.

As a result of a review of the RFPs and the corresponding scoring as indicated above, we recommend the City accept the bid of CLA for 2020-2024 auditing services due to their increased experience and ability to service the City's needs. Additionally, their fees for the years are \$1,700 to \$3,095 per year lower than the next proposal which totals \$12,735 over the five year term of the contract. Feel free to call or email us should you have any questions and we will be available for the Finance Committee meeting January 12th as well.



KerberRose

Audit Fee Schedule

I certify that I am entitled to represent KerberRose SC (the firm), empowered to submit this proposal, and authorized to sign a contract with the City of De Pere.

Krisztina Dommer, CPA
Shareholder
KerberRose SC

Please refer to page 22 of our full proposal for additional information regarding our firm's philosophy for a successful audit partnership with the City. We understand that the City's resources are best spent on services provided to its citizens. Our lower overhead costs, small office spaces, and frugality means a lower investment for our services.

A summary of the City's investment is detailed below by area.

City of De Pere			
Financial Statement Audit, in accordance with GAAP	2020	2021	2022
City Audit	\$ 26,600	\$ 27,200	\$ 27,800
Internal Control Process Review and Report	1,750	1,800	1,850
	<u>\$ 28,350</u>	<u>\$ 29,000</u>	<u>\$ 29,650</u>
Other Work as Requested			
TID Compilations, if requested, per TID	\$ 1,250	\$ 1,300	\$ 1,350
TID 30% and Final Audits, each TID	3,500	3,600	3,700
Single Audit, when necessary	4,500	4,600	4,700
Single Audit, per additional program	1,500	1,550	1,600

Audit Fee Schedule (Continued)

The calculation of the City's investment is detailed below by staff level, summarized by hours invested into the services by KerberRose.

City of De Pere			
	Rate	Hours	Cost
Partner	\$ 225	40	\$ 9,000
Manager	160	40	6,400
Senior	130	40	5,200
Staff	100	60	6,000
		180	\$ 26,600

These hours are not expected to change significantly during the engagement period through 2024. The quoted hours above do not include a review of internal controls for various departments. For one to two departments, this process (including the compiled report) are expected to take sixteen (16) hours.

The staff rate structure for the next three years is detailed below.

City of De Pere					
	2020 Rate	2021 Rate	2022 Rate	2023 Rate	2024 Rate
Partner	\$ 225	\$ 250	\$ 275	\$ 300	\$ 325
Manager	160	175	190	205	220
Senior	130	140	150	160	170
Staff	100	110	120	130	140

FEES

Hawkins Ash CPAs hereby submits the following all-inclusive audit fees.

	2020	2021	2022	2023	2024
City Audit	\$15,250	\$15,710	\$16,180	\$16,670	\$17,170
Water Utility Audit	\$7,625	\$7,850	\$8,090	\$8,330	\$8,580
Wastewater Utility Audit	\$7,625	\$7,850	\$8,090	\$8,330	\$8,580
Wastewater Treatment Plant Utility Audit	\$1,500	\$1,550	\$1,600	\$1,650	\$1,700
Stormwater Utility Audit	\$1,500	\$1,550	\$1,600	\$1,650	\$1,700
TIF Audit (\$150 per TIF)	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Total	\$35,000	\$36,010	\$37,060	\$38,130	\$39,230
Optional - Single Audit	\$4,500	\$4,640	\$4,780	\$4,920	\$5,070
Optional - TID Audit	\$4,500	\$4,640	\$4,780	\$4,920	\$5,070

We believe it is important for our clients to contact us with questions, problems, or concerns as they arise. Questions or issues of a routine nature are not billed to our clients. Conferences or consultations that require more than a brief phone call or email may be billed at our Firm's discretion and communicated to the client.

ADDITIONAL SERVICE FEES

The above fees do not include the implementation of new Governmental Accounting Standards Board statements or revisions to generally accepted governmental auditing standards.

If additional services are required, they will be billed out at our standard rates listed below.

Fee category	Hourly rate
Partner	\$285 - \$300
Manager/Senior Manager	\$150 - \$225
Associate/Senior Associate	\$60 - \$150

Randall L. Miller, is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of De Pere.

Randall L. Miller, Partner

rmiller@hawkinsashcpas.com | 920.684.7128
December 30, 2020

HAWKINS | ASH
Part of your business. Part of your life. **CPAs**



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Information Technology

FROM: Steve Massey

SUBJECT: Resolution #20-07 Authorizing Revised Software Service Agreement with Granicus, LLC.

Granicus is the vendor that provides MinuteTraq software used to create Agendas and Minutes. The software renewal for 2021 includes updated terms and conditions (EULA). The renewal for 2021 includes a 3% increase in fees which is what was budgeted for in 2021. Staff recommends approval of the renewal subject to changes as deemed necessary by the Law Department.

ATTACHMENTS:

- Reso21-07 (PDF)
- Carahsoft - Granicus - DePere EULA-2021 (PDF)
- Carahsoft - Granicus - 10.29.2020 - Quote 24383145 De Pere A (PDF)

RESOLUTION #21-07

AUTHORIZING REVISED SOFTWARE SERVICE
AGREEMENT WITH GRANICUS, LLC

WHEREAS, the City has an Agreement with Granicus, LLC for software and service with respect to MinuteTraq for creating agendas and minutes for its public meetings; and

WHEREAS, the terms and conditions of service have been revised by Granicus, LLC such that council approval of the revised Agreement is required.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute such Granicus Master Subscription Agreement, subject to changes as deemed necessary by the City Attorney, together with such renewals thereof, provided the terms and conditions are substantially similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of January, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Granicus Master Subscription Agreement

This Master Subscription Agreement ("Agreement") is made by and between De Pere, WI ("Client") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("Granicus"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement.

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus, provided via an authorized third party known as a reseller, and Client for the first duration of performance that Client has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via an authorized third party.

"Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for via a reseller, Granicus Products and Services.

"Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. Ordering and Scope

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client

accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

2.2. Support. Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.

2.3. Future Functionality. Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. Cooperative Purchasing. To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

3.1. Granicus Products and Services. The Granicus Products and Services are purchased by Client, via Carahsoft, as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

3.2. Permitted Use. Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").

3.2.1. Data Sources. Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.

3.2.2. Passwords. Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

3.2.3. Content. Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

3.2.3.1. Disclaimers. Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

3.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. Data Obtained through the Granicus Advanced Network

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

3.3.4. Client must not use the Services as a door or signpost to another server.

3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;

3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

3.3.7. Use the Granicus Products and Services for any unlawful purposes;

3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Client Feedback. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

3.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

4.1. Fees. Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

4.2. Disputed Invoiced Amounts. Client shall refer to the authorized reseller's policy and procedure pertaining to disputed invoices.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Carahsoft and, in turn, to the Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

6.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services Agreement will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or

receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Carahsoft all Fees due through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus

determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

10.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.3. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

10.4. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.5. Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

10.6. No Third-Party Beneficiaries. Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

10.7. Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

10.8. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

10.9. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

10.10. Entire Agreement. This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus and Carahsoft shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the

corresponding purchase order information (including a purchase order number) to Granicus and Carahsoft upon the creation of such a purchase order. Client agrees that a failure to provide Granicus and Carahsoft with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus and Carahsoft pursuant to Section 4.1 above.

10.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

De Pere, WI

Signature:

Name:

Title:

Date:

GOVERNMENT- PRICE QUOTATION

1.10.c

carahsoft®

Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Steve Massey
 IT Administrator
 City of De Pere
 335 S Broadway
 De Pere, WI 54115 United States

FROM: Christine Wilt
 Granicus Government at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: smassey@mail.de-pere.org

EMAIL: Christine.Wilt@carahsoft.com

PHONE: (920) 339-4084

PHONE: (571) 662-3048 **FAX:** (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 24383145
QUOTE DATE: 10/29/2020
QUOTE EXPIRES: 01/31/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$12,698.98

TOTAL QUOTE: \$12,698.98

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	607-SS60AA&MT03CI01-R5	Granicus IQM2 - Agenda and Minutes T03 P20-30K City/Town/Village Renewal - Annual Subscription (5th Renewal Term) Granicus - SS60AA&MT03CI01-R5 Start Date: 02/01/2021 End Date: 01/31/2022		\$8,301.12 OM	1	\$8,301.12
2	607-SS60ACSTT03CI01-R5	Granicus IQM2 - Civic Streaming T03 P20-30K City/Town/Village Renewal - Annual Subscription (5th Renewal Term) Granicus - SS60ACSTT03CI01-R5 Start Date: 02/01/2021 End Date: 01/31/2022		\$4,397.86 OM	1	\$4,397.86
SUBTOTAL:						\$12,698.98
TOTAL PRICE:						\$12,698.98
TOTAL QUOTE:						\$12,698.98



GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft



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 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
Terms and Conditions						
• Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf • Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Customer for any purpose other than the specific purpose of performing the services outlined within this Agreement. • This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of De Pere, WI to provide applicable exemption certificate(s). • Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription. • The attached Master Subscription Agreement must be signed and returned to Granicus with the award documentation. • Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which volume based pricing is used and the volume has changed from the prior term without regard to the prior term's per-unit pricing.						



Granicus Master Subscription Agreement

This Master Subscription Agreement ("Agreement") is made by and between De Pere, WI ("Client") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("Granicus"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement.

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus, provided via an authorized third party known as a reseller, and Client for the first duration of performance that Client has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via an authorized third party.

"Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for via a reseller, Granicus Products and Services.

"Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. Ordering and Scope

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client



accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

2.2. Support. Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.

2.3. Future Functionality. Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. Cooperative Purchasing. To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

3.1. Granicus Products and Services. The Granicus Products and Services are purchased by Client, via Carahsoft, as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

3.2. Permitted Use. Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").

3.2.1. Data Sources. Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.

3.2.2. Passwords. Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

3.2.3. Content. Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

3.2.3.1. Disclaimers. Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.



3.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. Data Obtained through the Granicus Advanced Network

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:



3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

3.3.4. Client must not use the Services as a door or signpost to another server.

3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;

3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

3.3.7. Use the Granicus Products and Services for any unlawful purposes;

3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Client Feedback. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

3.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

4.1. Fees. Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

4.2. Disputed Invoiced Amounts. Client shall refer to the authorized reseller's policy and procedure pertaining to disputed invoices.



4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Carahsoft and, in turn, to the Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.



If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

6.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services Agreement will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or



receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Carahsoft all Fees due through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus



determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

10.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.3. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.



10.4. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.5. Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

10.6. No Third-Party Beneficiaries. Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

10.7. Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

10.8. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

10.9. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

10.10. Entire Agreement. This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus and Carahsoft shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the



corresponding purchase order information (including a purchase order number) to Granicus and Carahsoft upon the creation of such a purchase order. Client agrees that a failure to provide Granicus and Carahsoft with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus and Carahsoft pursuant to Section 4.1 above.

10.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

De Pere, WI

Signature:

Name:

Title:

Date:



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #21-08 Authorizing Extension of Agreement for Consulting Services between City Of De Pere and Robert E. Lee & Associates, Inc. (2021 Consulting Services).

The Board of Public Works at the January 11, 2021 meeting approved the quote for 2021 Consulting Services from Robert E. Lee & Associates, Inc. in the amount of \$23,255 based on the total cost of work being estimated using 2020 final quantities and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-08 (PDF)
- Extension of Consultant Agreement-REL & Associates1-12-21-189-003-19 (PDF)
- Exhibit 1-REL Extension Agreement (PDF)
- Exhibit A-REL Extension Agreement (PDF)
- Exhibit B-REL Extension Agreement (PDF)
- 2021 0111 CI_BOPW_Consulting_Services (PDF)

RESOLUTION #21-08

AUTHORIZING EXTENSION OF CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2021 Consulting Services)

WHEREAS, the City and Robert E. Lee & Associates are parties to an Agreement for Consulting Services dated February 28, 2020, providing for limited consulting services, on an as-needed basis for City's 2020 construction projects, for services which exceed City staff availability or expertise; and

WHEREAS, Robert E. Lee & Associates submitted the lowest responsive quote to provide limited consulting services for City's 2021 construction projects; and

WHEREAS, the City and Robert E. Lee & Associates, Inc. wish to extend said Agreement upon the terms and conditions of the attached Extension of Consulting Services Agreement; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Extension of Consulting Services Agreement Between the City of De Pere and Robert E. Lee & Associates, Inc., as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of January, 2021.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/11/2021

**EXTENSION OF CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2021 Consulting Services)**

THIS EXTENSION is entered into this ____ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant"), collectively referred to as the "Parties."

WHEREAS, the City and Consultant are parties to a Consulting Services Agreement dated February 28, 2020, for the provision of limited consulting services for 2020 construction projects that exceed City staff availability or expertise ("the Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, Consultant has submitted the lowest quote for the provision of limited consulting services for City's 2021 construction projects, and the parties wish to extend the Agreement for a subsequent term by mutual consent as provided herein.

NOW THEREFORE, the Parties hereby agree to renew and extend the Agreement between them as follows:

1. The term of the Agreement is hereby extended to include City's 2021 construction projects.
2. Exhibit A of the Agreement shall be deleted in its entirety and replaced with Exhibit A attached hereto.
3. Exhibit B of the Agreement shall be deleted in its entirety and replaced with Exhibit B attached hereto.
4. Unless specifically modified in this Extension, all other provisions of the Agreement shall remain in full force and effect.

Dated this ____ day of _____, 2021.

ROBERT E. LEE & ASSOCIATES, INC.

By:

CITY OF DE PERE

By:

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

James G. Boyd, Mayor

Carey E. Danen, City Clerk

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**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2020 Consulting Services)**

THIS AGREEMENT made and entered into on this 28th day of February, 2020, by and between the City of De Pere, Wisconsin ("City") and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, City is in need of limited consulting services on an as needed basis for its 2020 construction projects for services that exceed City staff availability or expertise; and

WHEREAS, Consultant has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECTS

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated January 7, 2020 (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibits A and B, the terms of Exhibit A shall prevail. If there is a conflict between Exhibit A and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City shall provide Consultant with necessary information pertaining to each project in order to assist Consultant and will pay for all applicable permitting fees.

IV. AUTHORIZATION, PROGRESS AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that services may be requested throughout the year and that Consultant's work hereunder shall be completed pursuant to City's requirements for each various project/request. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City in writing as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and Consultant agrees to accept, compensation as identified in Exhibit B, to be paid at the unit prices listed, based upon the actual time spent on the task. Payment to the Consultant is due upon receipt of an itemized invoice by the City; however, no more than one invoice shall be submitted per month. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general liability policy (ies) for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this

Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

City of DePere
Attention: City Clerk
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

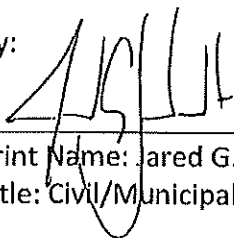
If to Consultant:

Robert E. Lee & Associates, Inc.
Attention: Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager
1250 Centennial Centre Boulevard
Hobart, WI 54155

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

ROBERT E. LEE & ASSOCIATES, INC.

By:

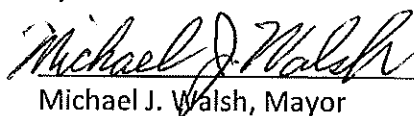


Print Name: Jared G. Schmidt, P.E., V.P.
Title: Civil/Municipal Engineering Manager

Print Name: _____
Title: _____

CITY OF DE PERE

By:



Michael J. Walsh, Mayor



Carey E. Danen, City Clerk

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**Request for Proposals
For
2020 Consulting Services**

The City of De Pere would like to invite your firm to submit a proposal to provide consulting services for the 2020 calendar year.

Your proposal must be submitted to our office by Tuesday, January 7, 2020 at 3:00 P.M. Proposals can be submitted via e-mail to Eric Rakers at erakers@mail.de-pere.org.

GENERAL INFORMATION:

The City of De Pere is currently designing and bidding out projects pursuant to the 2020 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, and street), concrete street construction and reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain rates for services with the assistance in the design, permitting, and/or administration of these projects.

SCOPE OF SERVICES:

Consulting services shall include, but are not limited to:

1. Completion and submittal of storm water, wetland, and navigable waterway permits, including correspondence with permitting authority on the City's behalf.
2. Shop drawing review (e.g. electrical, mechanical, etc.)
3. Review and recommendation for City design where required.
4. Analysis of uncommon issues encountered by Engineering Staff.
5. Wetland reviews and delineations.
6. Storm water management facility review, planning and design.
7. Site plan and traffic impact analysis review.
8. Street lighting design and quantity take-off.
9. Structure review and inspection.
10. Legal surveys, descriptions, easement preparation, etc.

Site visits may be needed depending on issues encountered by engineering staff. The majority of correspondence and review will be completed via e-mail and by phone, primarily through Eric Rakers, City Engineer or Chase Kuffel, Assistant City Engineer depending on the project.

In 2019, the City utilized consulting services for the total hours shown in Table 1 below:

Table 1 - 2019 Consulting Services Hours by Classification

Classification	Hours
Senior Engineer	73.25
Engineer	5.00
Registered Land Surveyor	78.50
Senior Technician	2.50
Technician	15.00
Clerical	0.50

SCHEDULING:

The City will request services throughout the year. Generally, the City will give notice via email.

INSURANCE:

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

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

FEE:

The proposed fee schedule shall be submitted on the attached form. A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

DELIVERY:

Consulting services will be completed via phone and email with engineering staff. Permitting shall be delivered via email, in pdf format. Hard copies will not need to be provided.

ADDITIONAL INFORMATION:

The City will provide all information requested to assist consulting services and will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Item	Fee	Unit
Senior Engineer		Per Hour
Engineer		Per Hour
Registered Land Surveyor		Per Hour
Senior Technician		Per Hour
Technician		Per Hour
Clerical		Per Hour
Mileage		Per Mile



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services

1250 Centennial Centre Boulevard • Hobart, WI 54155 • 920-662-9641 • www.releeinc.com

January 7, 2020

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

RE: Proposal for 2020 Consulting Services

Dear Mr. Rakers:

Thank you for the opportunity to provide information regarding Robert E. Lee & Associates' (REL), and our associated rates for 2020 consulting services to be provided to the City of De Pere. We value the relationship we have developed with De Pere and look forward to continuing work with the City.

REL was established in 1956 and is a full-service consulting firm specializing in civil and environmental engineering, surveying, and natural resource services. Currently, REL has approximately 55 employees at our office located in the Village of Hobart. A major focus of our business is servicing the public sector, and we pride ourselves on the many lasting relationships we have developed with municipalities like the City of De Pere. Our mission is "Quality-First" with a dedication to long-term relationships created through listening to our client's needs and providing a high-quality and timely product.

We provide design and construction engineering services for many communities throughout the state. We regularly complete major construction projects, as well as assist in day-to-day activities based on a municipality's need. Staff assists with capital improvement planning, project estimating, reviewing site and storm water plans, permitting, providing survey, environmental and ecological assistance, and delivering technical support to staff each community. We work to create and maintain a personal partnership between our client and an REL project manager.

Our team for the City of De Pere will include many familiar faces. Jared Schmidt, P.E., V.P. will be the overall point of contact for REL. Depending on the project needs, Jared would facilitate REL staff to work with you. For surveying purposes, Troy Hewitt, P.L.S., would lead our survey efforts and provide survey oversight. REL's survey department completes topographic surveys, provides construction staking and creates documents such as plats, CSMs, easements, or any type of legal descriptions.

REL's civil engineering department is experienced in the design and development of facilities including water distribution systems, sanitary and storm sewer systems, storm water management

January 7, 2020
Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE
Page 2

facilities, roadways, site development, permitting, bid documents, and construction administration and observation services. For storm water management, site design needs, and flood plain management, Aaron Breitenfeldt, P.E. and Brandon Robaidek, E.I.T. would complete the project for the City. Both are adept in engineering design and their specialty in designing storm water management facilities for projects large and small. Both are very familiar with state and local permits and their associated requirements and deadlines. Utility and street construction or reconstruction projects would likely be led by Ryan Trzinski, P.E. and/or Jennifer Liimatta, P.E. Brad Trembl or Jordan Rynish would also be available to assist in any of the engineering design and permitting needs De Pere may have.

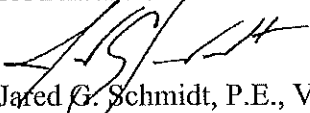
At any time during a project, non-engineering needs may arise. Robert E. Lee & Associates has unique expert personnel available to tackle these needs and provide comprehensive solutions. We have experts in environmental and ecological specialties available to assist our project managers. Bruce Meissner, P.G., V.P. is knowledgeable in hazardous materials issues and the WDNR databases available to help identify potentially contaminated sites. Our in-house ecological division, NES Ecological Services, includes a WDNR Professionally Assured Wetland Delineator (James Havel), ecologists, biologists, and specialists that are readily available to answer natural resource questions. By having an Assured Delineator on staff, ecological projects can progress through the approval process by eliminating the 60-day WDNR concurrence review timeline. Our NES group also specializes in design, implementation, and maintenance of the native communities constructed around storm water features.

Our more than 60 years of corporate experience coupled with our talented staff has helped promote an efficient project execution style. This project execution is reinforced through continuous communication, dedicated service, and our ability to listen to the needs of our clients and the community.

If you would like further company information or detailed staff resumes, we would be happy to provide them. Should you have any questions or need additional information, please feel free to contact our office. If the City would need additional technical support from individuals not categorized by the requested billing rate, REL would propose to conduct those efforts based on our attached standard 2020 labor rates. Thank you again for the opportunity to work with the City, and we look forward to working with you on your upcoming municipal needs.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

JGS/NJM

ENC.

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

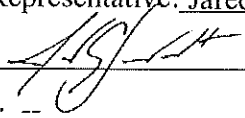
Proposed Fee Schedule

Company Name: Robert E. Lee & Associates, Inc.

Company Address: 1250 Centennial Centre Boulevard

Company Address: Hobart, WI 54155

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

Signature: 

Fee (Total): --

Item	Fee	Unit
Senior Engineer	\$108	Per Hour
Engineer	\$90	Per Hour
Registered Land Surveyor	\$93	Per Hour
Senior Technician	\$91	Per Hour
Technician	\$75	Per Hour
Clerical	\$52	Per Hour
Mileage	\$0.575	Per Mile

Robert E. Lee Associates, Inc.
2020 Labor Rates

Exhibit 1
 14 of 14
 Exhibit B
 Page 4 of 4

<u>Staff Type</u>	<u>Billing Rate</u>
CAD TECHNICIAN I	\$ 72.00
CAD TECHNICIAN II	\$ 85.00
CAD TECHNICIAN INTERN	\$ 41.00
CIVIL ENGINEERING MANAGER	\$ 162.00
CLERICAL I	\$ 52.00
CLERICAL II	\$ 60.00
CLERICAL MANAGER	\$ 86.00
COMMUNITY PLANNER	\$ 101.00
CONSTRUCTION MANAGER	\$ 162.00
DESIGN MANAGER	\$ 145.00
DESIGNER I	\$ 108.00
DESIGNER II	\$ 115.00
ENGINEER I	\$ 90.00
ENGINEER II	\$ 108.00
ENGINEER III	\$ 131.00
ENGINEER IV	\$ 147.00
ENGINEERING ASSISTANT	\$ 60.00
ENGINEERING DIRECTOR	\$ 169.00
ENGINEERING TECHNICIAN I	\$ 75.00
ENGINEERING TECHNICIAN II	\$ 91.00
ENGINEERING TECHNICIAN III	\$ 115.00
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 142.00
ENVIRONMENTAL SCIENTIST I	\$ 87.00
ENVIRONMENTAL SCIENTIST II	\$ 100.00
ENVIRONMENTAL SCIENTIST III	\$ 110.00
ENVIRONMENTAL SERVICES MANAGER	\$ 162.00
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 47.00
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 64.00
ENVIRONMENTAL TECHNICIAN I	\$ 67.00
ENVIRONMENTAL TECHNICIAN II	\$ 77.00
ENVIRONMENTAL TECHNICIAN III	\$ 93.00
EROSION CONTROL/RESTORATION CREW LEADER	\$ 86.00
EROSION CONTROL/RESTORATION TECHNICIAN I	\$ 47.00
EROSION CONTROL/RESTORATION TECHNICIAN II	\$ 73.00
EROSION CONTROL/RESTORATION TECHNICIAN III	\$ 80.00
GEOLOGIST I	\$ 85.00
GEOLOGIST II	\$ 98.00
GEOLOGIST III	\$ 109.00
GEOLOGIST IV	\$ 132.00
GIS SPECIALIST I	\$ 82.00
GIS SPECIALIST II	\$ 93.00
GIS TECHNICIAN	\$ 66.00
LAND USE PLANNER I	\$ 86.00
LAND USE PLANNER II	\$ 116.00
NATURAL RESOURCES SCIENTIST I	\$ 65.00
NATURAL RESOURCES SCIENTIST II	\$ 80.00
NATURAL RESOURCES SCIENTIST III	\$ 94.00
NATURAL RESOURCES SCIENTIST IV	\$ 118.00
NATURAL RESOURCES TECHNICIAN I	\$ 39.00
NATURAL RESOURCES TECHNICIAN II	\$ 44.00
NATURAL RESOURCES TECHNICIAN III	\$ 64.00
NES DIVISION MANAGER	\$ 118.00
PROJECT COORDINATOR	\$ 79.00
SENIOR CONSULTANT	\$ 153.00
SENIOR GIS SPECIALIST	\$ 122.00
SENIOR TRANSPORTATION CONSULTANT	\$ 121.00
SOLID WASTE MANAGER	\$ 162.00
SURVEY INTERN	\$ 52.00
SURVEY MANAGER	\$ 123.00
SURVEYOR TECHNICIAN I	\$ 69.00
SURVEYOR TECHNICIAN II	\$ 80.00
SURVEYOR TECHNICIAN III	\$ 91.00
SURVEYOR PROFESSIONAL I	\$ 85.00
SURVEYOR PROFESSIONAL II	\$ 93.00
SURVEYOR PROFESSIONAL III	\$ 100.00
TECHNICAL SERVICES DIRECTOR	\$ 156.00
TRANSPORTATION MANAGER	\$ 162.00
WATER & WASTEWATER FACILITIES OPERATOR	\$ 89.00
WATER & WASTEWATER MANAGER	\$ 162.00
WATER & WASTEWATER OPERATOR TRAINER	\$ 100.00
WWTP FACILITIES OPERATOR ASSISTANT	\$ 51.00

**Request for Proposals
For
2021 Consulting Services**

The City of De Pere would like to invite your firm to submit a proposal to provide consulting services for the 2021 calendar year.

Your proposal must be submitted to our office by Wednesday, December 23, 2020 at 3:00 P.M. Proposals can be submitted via e-mail to Eric Rakers at erakers@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere is currently designing and bidding out projects pursuant to the 2021 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, and street), concrete street construction and reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain rates for services with the assistance in the design, permitting, and/or administration of these projects.

SCOPE OF SERVICES:

Consulting services shall include, but are not limited to:

1. Completion and submittal of storm water, wetland, and navigable waterway permits, including correspondence with permitting authority on the City's behalf.
2. Shop drawing review (e.g. electrical, mechanical, etc.)
3. Review and recommendation for City design where required.
4. Analysis of uncommon issues encountered by Engineering Staff.
5. Wetland reviews and delineations.
6. Storm water management facility review, planning and design.
7. Site plan and traffic impact analysis review.
8. Street lighting design and quantity take-off.
9. Structure review and inspection.
10. Legal surveys, descriptions, easement preparation, etc.

Site visits may be needed depending on issues encountered by engineering staff. The majority of correspondence and review will be completed via e-mail and by phone, primarily through Eric Rakers, City Engineer or Chase Kuffel, Assistant City Engineer depending on the project.

Anticipated hours for 2021 services are shown in Table 1 below:

Table 1 - 2020 Consulting Services Hours by Classification

Classification	Hours
Senior Engineer	80
Engineer	40
Registered Land Surveyor	60
Senior Technician	40
Technician	20
Clerical	5

In addition to many smaller projects anticipated for 2021, there are two specific projects scheduled. First, in January and February the selected consultant will be working with City staff to model and design the Matthew Street ponds for construction in 2021. Second, IDDE inspections for approximately 3/4th of the City will occur in summer.

SCHEDULING:

The City will request services throughout the year. Generally, the City will give notice via email.

INSURANCE:

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

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

FEE:

The proposed fee schedule shall be submitted on the attached form. A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

DELIVERY:

Consulting services will be completed via phone and email with engineering staff. Permitting shall be delivered via email, in pdf format. Hard copies will not need to be provided.

ADDITIONAL INFORMATION:

The City will provide all information requested to assist consulting services and will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Item	Fee	Unit
Senior Engineer		Per Hour
Engineer		Per Hour
Registered Land Surveyor		Per Hour
Senior Technician		Per Hour
Technician		Per Hour
Clerical		Per Hour
Mileage		Per Mile



December 22, 2020

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

RE: Proposal for 2021 Consulting Services

Dear Mr. Rakers:

Thank you for the opportunity to provide information regarding Robert E. Lee & Associates' (REL), and our associated rates for 2021 consulting services to be provided to the City of De Pere. We value the relationship we have developed with De Pere and look forward to continuing work with the City.

REL was established in 1956 and is a full-service consulting firm specializing in civil and environmental engineering, surveying, and natural resource services. Currently, REL has approximately 55 employees at our office located in the Village of Hobart. A major focus of our business is servicing the public sector, and we pride ourselves on the many lasting relationships we have developed with municipalities like the City of De Pere. Our mission is "Quality-First" with a dedication to long-term relationships created through listening to our client's needs and providing a high-quality and timely product.

We provide design and construction engineering services for many communities throughout the state. We regularly complete major construction projects, as well as assist in day-to-day activities based on a municipality's need. Staff assists with capital improvement planning, project estimating, reviewing site and storm water plans, permitting, providing survey, environmental and ecological assistance, and delivering technical support to staff each community. We work to create and maintain a personal partnership between our client and an REL project manager.

Our team for the City of De Pere will include many familiar faces. Jared Schmidt, P.E., V.P. will be the overall point of contact for REL. Depending on the project needs, Jared would facilitate REL staff to work with you. For surveying purposes, Troy Hewitt, P.L.S., would lead our survey efforts and provide survey oversight. REL's survey department completes topographic surveys, provides construction staking and creates documents such as plats, CSMs, easements, or any type of legal descriptions.

REL's civil engineering department is experienced in the design and development of facilities

December 22, 2020
Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE
Page 2

including water distribution systems, sanitary and storm sewer systems, storm water management facilities, roadways, site development, permitting, bid documents, and construction administration and observation services. For storm water management, site design needs, and flood plain management, Aaron Breitenfeldt, P.E. and Brandon Robaidek, E.I.T. would complete the project for the City. Both are adept in engineering design and their specialty in designing storm water management facilities for projects large and small. Both are very familiar with state and local permits and their associated requirements and deadlines. Utility and street construction or reconstruction projects would likely be led by Ryan Trzinski, P.E. and/or Jennifer Liimatta, P.E. Brad Treml or Jordan Rynish would also be available to assist in any of the engineering design and permitting needs De Pere may have.

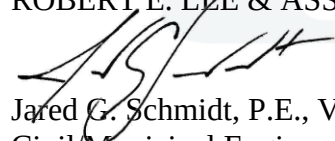
At any time during a project, non-engineering needs may arise. Robert E. Lee & Associates has unique expert personnel available to tackle these needs and provide comprehensive solutions. We have experts in environmental and ecological specialties available to assist our project managers. Bruce Meissner, P.G., V.P. is knowledgeable in hazardous materials issues and the WDNR databases available to help identify potentially contaminated sites. Our in-house ecological division, NES Ecological Services, includes a WDNR Professionally Assured Wetland Delineator (James Havel), ecologists, biologists, and specialists that are readily available to answer natural resource questions. By having an Assured Delineator on staff, ecological projects can progress through the approval process by eliminating the 60-day WDNR concurrence review timeline. Our NES group also specializes in design, implementation, and maintenance of the native communities constructed around storm water features.

Our more than 60 years of corporate experience coupled with our talented staff has helped promote an efficient project execution style. This project execution is reinforced through continuous communication, dedicated service, and our ability to listen to the needs of our clients and the community.

If you would like further company information or detailed staff resumes, we would be happy to provide them. Should you have any questions or need additional information, please feel free to contact our office. If the City would need additional technical support from individuals not categorized by the requested billing rate, REL would propose to conduct those efforts based on our attached standard 2021 labor rates. Thank you again for the opportunity to work with the City, and we look forward to working with you on your upcoming municipal needs.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

JGS/NJM

ENC.

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

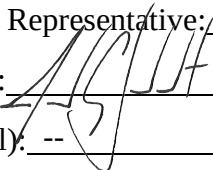
Proposed Fee Schedule

Company Name: Robert E. Lee & Associates, Inc.

Company Address: 1250 Centennial Centre Boulevard

Company Address: Hobart, WI 54155

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

Signature: 

Fee (Total): --

Item	Fee	Unit
Senior Engineer	\$108	Per Hour
Engineer	\$91	Per Hour
Registered Land Surveyor	\$94	Per Hour
Senior Technician	\$88	Per Hour
Technician	\$77	Per Hour
Clerical	\$55	Per Hour
Mileage (2021 Federal Rates Apply)	\$0.56	Per Mile

Robert E. Lee Associates, Inc.
Anticipated 2021 Rates

Exhibit B
REL Extension Agreement
Page 4 of 4

1.11.e

Staff Type	Rate
CAD TECHNICIAN I	\$ 74.00
CAD TECHNICIAN II	\$ 88.00
CIVIL ENGINEERING MANAGER	\$ 167.00
CLERICAL I	\$ 53.00
CLERICAL II	\$ 62.00
CLERICAL MANAGER	\$ 89.00
COMMUNITY PLANNER	\$ 104.00
DESIGNER I	\$ 111.00
DESIGNER II	\$ 118.00
ENGINEER I	\$ 99.00
ENGINEER II	\$ 111.00
ENGINEER III	\$ 135.00
ENGINEER IV	\$ 151.00
ENGINEERING ASSISTANT	\$ 61.00
ENGINEERING TECHNICIAN I	\$ 79.00
ENGINEERING TECHNICIAN II	\$ 93.00
ENGINEERING TECHNICIAN III	\$ 118.00
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 146.00
ENVIRONMENTAL SCIENTIST I	\$ 90.00
ENVIRONMENTAL SCIENTIST II	\$ 103.00
ENVIRONMENTAL SCIENTIST III	\$ 113.00
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 48.00
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 66.00
ENVIRONMENTAL TECHNICIAN I	\$ 69.00
ENVIRONMENTAL TECHNICIAN II	\$ 79.00
ENVIRONMENTAL TECHNICIAN III	\$ 96.00
GEOLOGIST I	\$ 87.00
GEOLOGIST II	\$ 100.00
GEOLOGIST III	\$ 112.00
GIS SPECIALIST I	\$ 85.00
GIS TECHNICIAN	\$ 68.00
LAND USE PLANNER I	\$ 88.00
NATURAL RESOURCES SCIENTIST I	\$ 67.00
NATURAL RESOURCES SCIENTIST II	\$ 82.00
NATURAL RESOURCES SCIENTIST III	\$ 97.00
NATURAL RESOURCES TECHNICIAN I	\$ 40.00
NATURAL RESOURCES TECHNICIAN II	\$ 45.00
NATURAL RESOURCES TECHNICIAN III	\$ 65.00
NES DIVISION MANAGER	\$ 122.00
PROJECT COORDINATOR	\$ 81.00
SENIOR CONSULTANT	\$ 157.00
SURVEY MANAGER	\$ 127.00
SURVEYOR TECHNICIAN I	\$ 71.00
SURVEYOR TECHNICIAN II	\$ 82.00
SURVEYOR TECHNICIAN III	\$ 94.00
SURVEYOR PROFESSIONAL I	\$ 88.00
SURVEYOR PROFESSIONAL II	\$ 96.00
SURVEYOR PROFESSIONAL III	\$ 103.00
TRANSPORTATION MANAGER	\$ 167.00
WATER & WASTEWATER FACILITIES OPERATOR	\$ 92.00
WATER & WASTEWATER MANAGER	\$ 167.00

Note: These rates are REL's anticipated standard 2021 billing rates.

CITY OF DE PERE MEMO



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

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

Date: January 11, 2021

RE: **Consideration and possible action on Quote for 2021 Consulting Services***

The Engineering Department received proposals for consulting services that will be completed in conjunction with the City's 2021 construction projects. Staff anticipates using consulting services to assist with the completion of storm water, wetland, and navigable waterway permits, shop drawing review, design review, wetland reviews and delineations, traffic impact analysis review, street lighting design, legal surveys, legal descriptions, easement preparation, or engineering issues that arise that exceed staff's availability or expertise. The total cost of work was estimated using 2020 final quantities and additional 2021 work.

Consultant	Estimate
Robert E. Lee & Associates, Inc.	\$23,255.00
Cedar Corporation	\$25,060.00
Ruekert & Mielke, Inc.	\$26,100.00

Description	Robert E Lee	Cedar Corp	Ruekert & Mielke
Senior Engineer	\$108 per hour	\$120 per hour	\$122 per hour
Engineer	\$91 per hour	\$95 per hour	\$106 per hour
Registered Land Surveyor	\$94 per hour	\$100 per hour	\$100 per hour
Senior Tech	\$88 per hour	\$92 per hour	\$105 per hour
Tech	\$77 per hour	\$82 per hour	\$78 per hour
Clerical	\$55 per hour	\$68 per hour	\$68 per hour
Mileage	\$0.56 per mile	\$0.575 per mile	\$0.58 per mile
Electrical/Mechanical Review		\$125 per hour	

The actual amount for the proposal will vary based on the amount of consulting services required, which is dependent on what unanticipated work arises.

Funding will be from the various capital projects accounts and the engineering budget.

The staff recommendation is to accept the quote from Robert E. Lee & Associates, Inc. for Consulting Services to be used during the 2021 year.

Attachments:

2020 1222 CE_REL_Consulting_Proposal (PDF)
 2020 1222 CE_Cedar_Consulting_Proposal (PDF)
 2020 1223 CE_RM_Consulting_Proposal (PDF)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #21-09 Authorizing Agreement for Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Wetland/Stream Modifications Adjacent to Fortune Ave. in the West Business Park).

The Board of Public Works at the January 11, 2021 meeting approved the quote from Robert E. Lee & Associates, Inc to provide professional services for relocation of a stream on Parcel WD-D077 adjacent to Fortune Avenue in the West Business Park and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-09 (DOCX)
- Consultant Agreement-Robert E. Lee & Associates, Inc.(2021 Wetland-Stream Realignment) (PDF)
- Exhibit A-REL Wetland-Stream Modification Agreement (PDF)
- Exhibit B-REL Wetland-Stream Modification Agreement (PDF)
- Fortune Stream Relocation Memo (PDF)
- Quote and Proposal - City of DePere Wetland Fill Stream Relocation for Stream adjacent to Fortune Ave (PDF)
- 00998 DePere_nav det_Fortune and Venture (PDF)

RESOLUTION #21-09

AUTHORIZING AGREEMENT FOR SERVICES
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(Fortune Avenue Wetland/Stream Modifications)

WHEREAS, the City is in need of engineering services related to wetland or stream modifications pertaining to City-owned Parcel WD-D0077, located westerly of 2010 Fortune Avenue; and

WHEREAS, Robert E. Lee & Associates, Inc. has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Services Between the City of De Pere and Robert E. Lee & Associates, Inc., as is attached hereto and incorporated herein as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of January, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/11/2021

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, Inc.
(Fortune Avenue Wetland/Stream Modifications)**

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Robert E. Lee & Associates, Inc., a Wisconsin Corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of engineering services related to wetland or stream modifications pertaining to City owned Parcel WD-D0077, located westerly of 2010 Fortune Avenue; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT/SCOPE OF CONSULTING SERVICES

The project is as described in Consultant's Proposal dated December 2, 2020 (Exhibit A), which is attached hereto and incorporated by reference. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into this Agreement.

It is understood that the exact work to be performed under this Agreement is not yet specifically defined. Rather, the purpose of this Agreement is for Consultant to perform such work as deemed necessary by the Wisconsin Department of Natural Resources (WDNR) so that a determination can be made whether any wetland/stream modification(s) will be approved by the WDNR.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in Exhibit A, such additional work will be incorporated into this Agreement only by written amendment, signed by the parties. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. SCOPE OF CITY SERVICES

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

design of the project, as are available.

III. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

IV. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

V. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this Agreement, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding

such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VI. TIME FOR COMPLETION

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

VII. COMPENSATION

The City agrees to pay, and Consultant agrees to accept, compensation as identified in Exhibit B, to be paid at the hourly rates listed, based upon the actual time spent on the task. Payment to Consultant is due upon receipt of an itemized invoice from City; however, no more than one invoice shall be submitted per month. Compensation for special services shall be as agreed upon by City and Consultant and set forth in the written authorization for special services.

VIII. RESPONSIBILITY OF CONSULTANT

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

IX. NON-DISCRIMINATION

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

X. INSURANCE

A. Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to City and shall name City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XI. ALLOCATION OF RISKS

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

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

XIV. INTEGRATION

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

XV. JURISDICTION

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

XVI. SUSPENSION OF WORK

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

XVII. TERMINATION OF WORK

City may terminate all or a portion of the work covered by this Agreement for its convenience. Either City or Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is

accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XIX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

City of De Pere
Attention: City Clerk
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Robert E. Lee & Associates, Inc.
 Attention: Jared G. Schmidt, P.E., V.P.
 Civil/Municipal Engineering Manager
 1250 Centennial Centre Boulevard
 Hobart, WI 54155

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

ROBERT E. LEE & ASSOCIATES, Inc.

CITY OF DE PERE, WISCONSIN

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

By: _____
 James G. Boyd, Mayor

By: _____
 Name: _____

By: _____
 Carey E. Danen, City Clerk



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services

1250 Centennial Centre Boulevard • Hobart, WI 54155 • 920-662-9641 • www.releeinc.com

December 2, 2020

Mr. Dan Lindstrom, AICP, Director of Development Services
CITY OF DE PERE
335 South Broadway
De Pere, WI 54115

RE: Engineering Services Proposal
West Industrial Park – Fortune Ave
City of De Pere, Brown County

Dear Mr. Lindstrom:

Thank you for the opportunity to provide this engineering services agreement for initial review and engineering efforts associated with the wetland fill in the West Industrial Park. These services are being provided as guidance to determine the viability of impacting wetlands on portions of Parcel WD-D0077, and completing a wetland fill or stream relocation for the onsite ecological features. The following is a scope of services associated with this phase of work. There has been discussion in the past about relocating the storm water feature onsite to better accommodate future development. Should relocation of this pond be desire, Robert E. Lee & Associates, Inc. (REL) can assist with the modeling and design of the relocated storm water feature, though that effort is not included within this proposal.

SURVEYING SERVICES

Topographic Survey

Detailed topographic survey should not be required for the initial step of this process, though survey information will be needed to complete a detailed stream realignment design, should the drainage way bisecting the property be deemed navigable. A cost for this service has been provided as needed to complete the ecological permitting on the site.

WETLAND FILL COORDINATION

REL will work with the City and private entities, as necessary, to identify the desired development plan for the project area. Then utilizing the existing wetland delineation conducted for the City of De Pere, REL will assist with the initial steps of the wetland fill process. If additional wetland work is required, that can be provided by REL staff. REL will work with local and state officials to determine the navigability of the drainage way on the property. Navigability will drive the permitting process at the site.

December 2, 2020
Mr. Dan Lindstrom, AICP
CITY OF DE PERE
Page 2

Initially, we will create base drawings to better understand the potential impact to wetlands relative to conceptual development plans, then facilitate a meeting with the City, Wisconsin Department of Natural Resources (WDNR), and Army Corps of Engineers (ACOE) staff. This initial scoping meeting will give the project team a better understanding of what options are available for the project area.

The following is a description of the general tasks to be completed, as part of the fill application process. It should be noted that the complexity of the fill process will be dictated on whether a general or individual fill permit is necessary, and if the drainage way is deemed navigable or not. If the fill exceeds 10,000 square feet or if the fill is being completed by another entity, not currently owning the property, then an individual fill permit is likely.

There are three main components/analyses required to complete a wetland permit application:

1. Wetland Boundary Determination.
2. Practicable Alternatives Analysis.
3. Wetland Functional Values Assessment.

Practicable Alternatives Analysis

The main component of most permit applications is the section discussing potential project alternatives. The regulating agencies want and need to know if the applicant has fully considered all possible options. Can the wetland impact be avoided? Can the impact be minimized to the greatest extent possible? These questions need to be answered thoroughly for the agencies to consider granting the wetland fill permit. There are different reasons for requesting a permit, such as logistics, safety concerns, economics, etc.

Wetland Functional Values Assessment

To determine the quality of wetland proposed to be impacted, an assessment of the functions provided by the wetland must be completed. Agency personnel take the quality and functions of the impacted wetland into consideration when making their decision regarding the permit.

It is understood that a functional values assessment would have been completed in association with the wetland delineation report. If an assessment has not been completed, REL can complete this work for an additional fee.

Preparation of Wetland Permit Application

Once the practicable alternatives analysis and functional values assessment has been completed, we will pull all the material together to complete the application and submit it to the ACOE and WDNR.

December 2, 2020
Mr. Dan Lindstrom, AICP
CITY OF DE PERE
Page 3

Wetland Mitigation

If an individual wetland fill permit is applicable, that comes with a requirement of wetland mitigation. Mitigation can be handled on-site, through the purchase of wetland credits from a wetland bank or purchase of credits through the fee in-lieu program the DNR has set up. Once the appropriate mitigation method is determined, REL can assist in that process. Typically, mitigation is purchased at a ratio ranging from 1.2:1 to 1.75:1 based on the quality of the existing wetland, and the type of mitigation selected. Wetland mitigation purchase cost is not included within REL's fee summary. If the wetland being filled is also associated with a navigable waterway, additional requirements may apply.

Waterway Relocation

If the drainage way through the property is deemed a waterway and is considered navigable, then permitting would also follow the individual permit process, though for stream relocation or stream enclosure. Waterway relocations are broken into categories based on length of relocation/enclosure. Typically, an impact to a waterway less than 200 feet in length is less complex to permit.

REL will work with the City and review agencies to determine navigability and then determine the best means of relocation/enclosure. A path forward will be selected based on likelihood of permissibility of potential alternatives.

The amount of engineering efforts associated with a enclosure versus a relocation can vary widely. If it is determined the waterway is navigable, REL will provide a cost to design the desired improvement as the preferred option becomes apparent. Our fee for the closure would be on a similar magnitude as an individual permit, with the stream relocation likely being higher.

SITE ENGINEERING

For this project, site engineering will include creating the necessary concept development plans to help illustrate the developability of the project area and illustrate the area of impact associated with the wetland fill portion of the project.

Additional mapping illustrating such things as alternate site selection, soils types, parcel mapping with contours, wetland indicators, and wetlands will also be applicable for the wetland fill component of the project.

December 2, 2020
Mr. Dan Lindstrom, AICP
CITY OF DE PERE
Page 4

Fee Summary –

Below are three possible options for filling of wetlands. One option will be selected based after preliminary review with the City and permit regulators.

- | | | |
|---------------------------------|----|-------|
| 1) Wetland General Permitting | \$ | 3,500 |
| 2) Wetland Individual Permit | \$ | 6,000 |
| 3) Stream Relocation Permitting | \$ | TBD |

Additional Service (as needed)

Site Survey	\$	1,550
Storm Water Modeling/Design	\$	TBD

Any permit or review fees would be passed along to the City for payment as a reimbursable expense.

STORM WATER MANAGEMENT (AS NEEDED)

REL will coordinate with the City and private landowners to create preliminary calculations and sketches to determine the required size and general location of the potential new storm water pond. The pond would be sized to reclaim developable area where the existing storm water pond sits, as well as size the pond appropriately to capture runoff from potential new development on the vacant parcel where the wetland fill would take place to meet post construction storm water requirements.

Preliminary Storm Water Management work may include the following:

- ◆ Perform pre-development and post-development hydrologic calculations.
- ◆ Concept design Best Management Practices (BMPs) to meet the requirements for storm water quantity.
- ◆ Prepare summary memo that includes the general design criteria, site data, concept BMP mapping, and hydrologic and hydraulic calculations.

As part of this process, it may be applicable to conduct a wetland delineation on the parcel that contains the existing storm water pond. That need will be determined based on initial meetings with the WDNR.

Once the project gets into detailed design, it will also be important to conduct soil borings in the location of the storm water feature to ensure proper compliance with local and state requirements for post construction storm water, including infiltration screening.

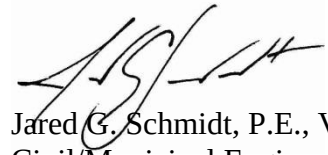
December 2, 2020
Mr. Dan Lindstrom, AICP
CITY OF DE PERE
Page 5

REL's fee for storm water design will be provided as the need for this service is further defined.

We appreciate the opportunity to work with the City on this project and are able to begin work on the project immediately upon receiving approval. Attached, and made part of this proposal, is a copy of our Standard Terms and Conditions, dated June 2006. If this proposal is acceptable, please sign in the location below, and return a copy for our files. Feel free to contact our office with any questions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

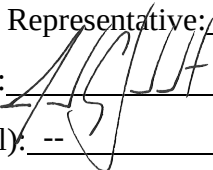
JGS/JME

ENC.

ACCEPTED BY CITY OF DE PERE

Signature

Date

Proposed Fee ScheduleCompany Name: Robert E. Lee & Associates, Inc.Company Address: 1250 Centennial Centre BoulevardCompany Address: Hobart, WI 54155Company Representative: Jared G. Schmidt, P.E., V.P., Civil/Municipal Engineering ManagerSignature: Fee (Total): --

Item	Fee	Unit
Senior Engineer	\$108	Per Hour
Engineer	\$91	Per Hour
Registered Land Surveyor	\$94	Per Hour
Senior Technician	\$88	Per Hour
Technician	\$77	Per Hour
Clerical	\$55	Per Hour
Mileage (2021 Federal Rates Apply)	\$0.56	Per Mile

Robert E. Lee Associates, Inc.
Anticipated 2021 Rates

Wetland/Stream Modification Agreement

1.12.d

Page 2 of 2

Staff Type	Rate
CAD TECHNICIAN I	\$ 74.00
CAD TECHNICIAN II	\$ 88.00
CIVIL ENGINEERING MANAGER	\$ 167.00
CLERICAL I	\$ 53.00
CLERICAL II	\$ 62.00
CLERICAL MANAGER	\$ 89.00
COMMUNITY PLANNER	\$ 104.00
DESIGNER I	\$ 111.00
DESIGNER II	\$ 118.00
ENGINEER I	\$ 99.00
ENGINEER II	\$ 111.00
ENGINEER III	\$ 135.00
ENGINEER IV	\$ 151.00
ENGINEERING ASSISTANT	\$ 61.00
ENGINEERING TECHNICIAN I	\$ 79.00
ENGINEERING TECHNICIAN II	\$ 93.00
ENGINEERING TECHNICIAN III	\$ 118.00
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 146.00
ENVIRONMENTAL SCIENTIST I	\$ 90.00
ENVIRONMENTAL SCIENTIST II	\$ 103.00
ENVIRONMENTAL SCIENTIST III	\$ 113.00
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 48.00
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 66.00
ENVIRONMENTAL TECHNICIAN I	\$ 69.00
ENVIRONMENTAL TECHNICIAN II	\$ 79.00
ENVIRONMENTAL TECHNICIAN III	\$ 96.00
GEOLOGIST I	\$ 87.00
GEOLOGIST II	\$ 100.00
GEOLOGIST III	\$ 112.00
GIS SPECIALIST I	\$ 85.00
GIS TECHNICIAN	\$ 68.00
LAND USE PLANNER I	\$ 88.00
NATURAL RESOURCES SCIENTIST I	\$ 67.00
NATURAL RESOURCES SCIENTIST II	\$ 82.00
NATURAL RESOURCES SCIENTIST III	\$ 97.00
NATURAL RESOURCES TECHNICIAN I	\$ 40.00
NATURAL RESOURCES TECHNICIAN II	\$ 45.00
NATURAL RESOURCES TECHNICIAN III	\$ 65.00
NES DIVISION MANAGER	\$ 122.00
PROJECT COORDINATOR	\$ 81.00
SENIOR CONSULTANT	\$ 157.00
SURVEY MANAGER	\$ 127.00
SURVEYOR TECHNICIAN I	\$ 71.00
SURVEYOR TECHNICIAN II	\$ 82.00
SURVEYOR TECHNICIAN III	\$ 94.00
SURVEYOR PROFESSIONAL I	\$ 88.00
SURVEYOR PROFESSIONAL II	\$ 96.00
SURVEYOR PROFESSIONAL III	\$ 103.00
TRANSPORTATION MANAGER	\$ 167.00
WATER & WASTEWATER FACILITIES OPERATOR	\$ 92.00
WATER & WASTEWATER MANAGER	\$ 167.00

Note: These rates are REL's anticipated standard 2021 billing rates.

CITY OF DE PERE MEMO



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

From: Daniel Lindstrom, AICP Development Services Director

Date: January 11, 2021

RE: **Consideration and possible action on quote for a stream relocation on Parcel WD-D077 adjacent to Fortune Avenue in the West Business Park.***

The Development Services Department routinely fields calls and questions regarding available parcels for manufacturing in the west business park. The City continually misses out on possible development when competing projects that need more than eight to ten acres. The largest parcel in the west business park is WD-D077 at approximately 26.6 acres; however, the parcel is bisected by a navigable waterway making the site challenging for any large development. The creek would provide a natural parcel divide to create two parcels, but that would create a shallow parcel to the north of the creek and a narrow fronted lot to the south of the creek. Therefore, City staff proposed to consult with Robert E. Lee & Associates, Inc. to assist with the permitting to relocate and improve the low quality creek further south.



The City of De Pere maintains an annual contract with an engineering consultant to perform smaller duties such as the completion of storm water, wetland, and navigable waterway permits, shop drawing review, design review, wetland reviews and delineations, traffic impact analysis review, street lighting design, legal surveys, legal descriptions, easement preparation, or engineering issues that arise that exceed staff's availability or expertise. These services are usually part of larger engineering projects. When the City requests a small, one-off, project we request a separate quote to outline the necessary scope of work. The scope would continue to utilize the schedule of rates from the annual scope of work. The scope of work is attached for review.



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services

1250 Centennial Centre Boulevard • Hobart, WI 54155 • 920-662-9641 • www.releeinc.com

December 2, 2020

Mr. Dan Lindstrom, AICP, Director of Development Services
CITY OF DE PERE
335 South Broadway
De Pere, WI 54115

RE: Engineering Services Proposal
West Industrial Park – Fortune Ave
City of De Pere, Brown County

Dear Mr. Lindstrom:

Thank you for the opportunity to provide this engineering services agreement for initial review and engineering efforts associated with the wetland fill in the West Industrial Park. These services are being provided as guidance to determine the viability of impacting wetlands on portions of Parcel WD-D0077, and completing a wetland fill or stream relocation for the onsite ecological features. The following is a scope of services associated with this phase of work. There has been discussion in the past about relocating the storm water feature onsite to better accommodate future development. Should relocation of this pond be desire, Robert E. Lee & Associates, Inc. (REL) can assist with the modeling and design of the relocated storm water feature, though that effort is not included within this proposal.

SURVEYING SERVICES

Topographic Survey

Detailed topographic survey should not be required for the initial step of this process, though survey information will be needed to complete a detailed stream realignment design, should the drainage way bisecting the property be deemed navigable. A cost for this service has been provided as needed to complete the ecological permitting on the site.

WETLAND FILL COORDINATION

REL will work with the City and private entities, as necessary, to identify the desired development plan for the project area. Then utilizing the existing wetland delineation conducted for the City of De Pere, REL will assist with the initial steps of the wetland fill process. If additional wetland work is required, that can be provided by REL staff. REL will work with local and state officials to determine the navigability of the drainage way on the property. Navigability will drive the permitting process at the site.

December 2, 2020
Mr. Dan Lindstrom, AICP
CITY OF DE PERE
Page 2

Initially, we will create base drawings to better understand the potential impact to wetlands relative to conceptual development plans, then facilitate a meeting with the City, Wisconsin Department of Natural Resources (WDNR), and Army Corps of Engineers (ACOE) staff. This initial scoping meeting will give the project team a better understanding of what options are available for the project area.

The following is a description of the general tasks to be completed, as part of the fill application process. It should be noted that the complexity of the fill process will be dictated on whether a general or individual fill permit is necessary, and if the drainage way is deemed navigable or not. If the fill exceeds 10,000 square feet or if the fill is being completed by another entity, not currently owning the property, then an individual fill permit is likely.

There are three main components/analyses required to complete a wetland permit application:

1. Wetland Boundary Determination.
2. Practicable Alternatives Analysis.
3. Wetland Functional Values Assessment.

Practicable Alternatives Analysis

The main component of most permit applications is the section discussing potential project alternatives. The regulating agencies want and need to know if the applicant has fully considered all possible options. Can the wetland impact be avoided? Can the impact be minimized to the greatest extent possible? These questions need to be answered thoroughly for the agencies to consider granting the wetland fill permit. There are different reasons for requesting a permit, such as logistics, safety concerns, economics, etc.

Wetland Functional Values Assessment

To determine the quality of wetland proposed to be impacted, an assessment of the functions provided by the wetland must be completed. Agency personnel take the quality and functions of the impacted wetland into consideration when making their decision regarding the permit.

It is understood that a functional values assessment would have been completed in association with the wetland delineation report. If an assessment has not been completed, REL can complete this work for an additional fee.

Preparation of Wetland Permit Application

Once the practicable alternatives analysis and functional values assessment has been completed, we will pull all the material together to complete the application and submit it to the ACOE and WDNR.

December 2, 2020
Mr. Dan Lindstrom, AICP
CITY OF DE PERE
Page 3

Wetland Mitigation

If an individual wetland fill permit is applicable, that comes with a requirement of wetland mitigation. Mitigation can be handled on-site, through the purchase of wetland credits from a wetland bank or purchase of credits through the fee in-lieu program the DNR has set up. Once the appropriate mitigation method is determined, REL can assist in that process. Typically, mitigation is purchased at a ratio ranging from 1.2:1 to 1.75:1 based on the quality of the existing wetland, and the type of mitigation selected. Wetland mitigation purchase cost is not included within REL's fee summary. If the wetland being filled is also associated with a navigable waterway, additional requirements may apply.

Waterway Relocation

If the drainage way through the property is deemed a waterway and is considered navigable, then permitting would also follow the individual permit process, though for stream relocation or stream enclosure. Waterway relocations are broken into categories based on length of relocation/enclosure. Typically, an impact to a waterway less than 200 feet in length is less complex to permit.

REL will work with the City and review agencies to determine navigability and then determine the best means of relocation/enclosure. A path forward will be selected based on likelihood of permissibility of potential alternatives.

The amount of engineering efforts associated with a enclosure versus a relocation can vary widely. If it is determined the waterway is navigable, REL will provide a cost to design the desired improvement as the preferred option becomes apparent. Our fee for the closure would be on a similar magnitude as an individual permit, with the stream relocation likely being higher.

SITE ENGINEERING

For this project, site engineering will include creating the necessary concept development plans to help illustrate the developability of the project area and illustrate the area of impact associated with the wetland fill portion of the project.

Additional mapping illustrating such things as alternate site selection, soils types, parcel mapping with contours, wetland indicators, and wetlands will also be applicable for the wetland fill component of the project.

December 2, 2020
 Mr. Dan Lindstrom, AICP
 CITY OF DE PERE
 Page 4

Fee Summary –

Below are three possible options for filling of wetlands. One option will be selected based after preliminary review with the City and permit regulators.

1) Wetland General Permitting	\$	3,500
2) Wetland Individual Permit	\$	6,000
3) Stream Relocation Permitting	\$	TBD

Additional Service (as needed)

Site Survey	\$	1,550
Storm Water Modeling/Design	\$	TBD

Any permit or review fees would be passed along to the City for payment as a reimbursable expense.

STORM WATER MANAGEMENT (AS NEEDED)

REL will coordinate with the City and private landowners to create preliminary calculations and sketches to determine the required size and general location of the potential new storm water pond. The pond would be sized to reclaim developable area where the existing storm water pond sits, as well as size the pond appropriately to capture runoff from potential new development on the vacant parcel where the wetland fill would take place to meet post construction storm water requirements.

Preliminary Storm Water Management work may include the following:

- ◆ Perform pre-development and post-development hydrologic calculations.
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- ◆ Prepare summary memo that includes the general design criteria, site data, concept BMP mapping, and hydrologic and hydraulic calculations.

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Once the project gets into detailed design, it will also be important to conduct soil borings in the location of the storm water feature to ensure proper compliance with local and state requirements for post construction storm water, including infiltration screening.

December 2, 2020
Mr. Dan Lindstrom, AICP
CITY OF DE PERE
Page 5

REL's fee for storm water design will be provided as the need for this service is further defined.

We appreciate the opportunity to work with the City on this project and are able to begin work on the project immediately upon receiving approval. Attached, and made part of this proposal, is a copy of our Standard Terms and Conditions, dated June 2006. If this proposal is acceptable, please sign in the location below, and return a copy for our files. Feel free to contact our office with any questions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

JGS/JME

ENC.

ACCEPTED BY CITY OF DE PERE

Signature

Date

ROBERT E. LEE & ASSOCIATES, INC.

STANDARD TERMS AND CONDITIONS

I. SCOPE

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee time spent working directly on subject project.
3. General and administrative overhead charges distributed on basis of employee time spent working directly on subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.
3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.

4. Living and traveling expenses of employees when away from home office on business connected with the project.
5. Subcontracted services.

III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

V. SUSPENSION OF WORK

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

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Robert E. Lee & Associates, Inc. shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

VII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

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

X. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006



March 31, 2016

INF-NE-2016-5-00998

City of De Pere
Attn: Karen Heyrman
925 S. Sixth St
De Pere, WI 54115
[sent electronically]

RE: Request for Navigability Determination for Mud Creek, located in the City of De Pere, Brown County

Dear Ms. Heyrman:

I visited this site with you today. The waterway was inundated with water and the majority of the site along the waterway was flooded outside of the banks and far enough into the farm field to make access to the waterway channel impractical. The waterway at the outlet of the retention pond has a channel approximately 1.5ft in depth and 6ft wide which was full of water. While I did not have a small watercraft at the site visit, the waterway could have easily floated a small watercraft in the channel. A "desktop review" was completed and emailed to you on January 19, 2016 indicating the map documentation provides evidence the waterway likely meets the navigability determination. Today's field visit confirms what the map data demonstrates. In Wisconsin, the Supreme Court has defined a navigable waterway as one which has a defined bed and banks and carries enough water to float a canoe or other watercraft during the spring high water periods. Based on this definition and the conditions observed at your site, the stream on your property has been determined to be navigable/public.

Chapter 30, Wis. Stats., permits are needed for work in and near this waterway. Information on these regulations and application materials are available on the DNR web site at <http://dnr.wi.gov/topic/Waterways/>. Specifically, the City will need to obtain a Ch 30 culvert crossing permit for a new culvert crossing of the navigable waterway. You can find more information on culverts at the Department's website http://dnr.wi.gov/topic/Waterways/water_levels_crossings/culverts.html. When the City is ready to submit an application, please use the online application system "Water Permits" found at <http://dnr.wi.gov/permits/water/>. Click on "Waterway and wetland" (the hyperlink at the bottom of the webpage) and then scroll through the alphabetical listing to find "Culvert – with professionally engineered design". The link to the right is used to begin the General Permit (GP) application process.

If the culvert crossing is for a public City roadway, your DNR contact and permit review person is Jim Doperalski, Environmental Analysis & Review Specialist. If the culvert crossing is for a private roadway/development, then I will be your contact and permit review person. Certain activities may also require permits from Brown County and/or Army Corps of Engineers and you should contact those agencies before beginning any construction at this site.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

If you have any questions about your permit, please call me at (920) 662-5466 or you can reach me by email at Crystal.VonHoldt@wisconsin.gov.

Sincerely,



Crystal von Holdt
Water Management Specialist

Email cc: Jessica Kempke, Project Manager, U.S. Army Corps of Engineers
Matt Heyroth, Brown County Zoning Administrator
Jim Doperalski, WDNR Env. Analysis & Review Specialist
Cara Kamke, WDNR Conservation Warden



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #21-10 Authorizing Extension of Agreement for Contractor Services Between the City of De Pere and Holubar Construction Company, Inc. (Spur Line Maintenance).

The Board of Public Works at the January 11, 2021 meeting approved a two year extension of agreement with Holubar Construction Company for Spur Line Maintenance in the western industrial parks and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-10 (DOCX)
- Extension Agreement-Holubar Construction(Rail Spur Maintenance)1-14-21-161-001-18 (PDF)
- Exhibit 1-Holubar Extension of Contractor Services (PDF)
- 2021 0111 CI_BOPW_Spur_Line_Maintenance (PDF)
- 2018 0709 Spur Line Cost Summary (PDF)
- 2018 0605 CE_Requests for Proposal Spur Line Maintenance (PDF)
- 2018 0628 Proposal - Holubar Construction Company (PDF)
- 2018 0628 Proposal - Railworks Track Systems, Inc. (PDF)

RESOLUTION #21-10

AUTHORIZING EXTENSION OF AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND HOLUBAR CONSTRUCTION COMPANY, INC.
(Spur Line Maintenance)

WHEREAS, the City and Holubar Construction Company, Inc. ("Holubar") are parties to an Agreement for Contractor services for of spur line maintenance and repair services for City's two spur tracks that provide service to the West Business Park; and

WHEREAS, the City and Holubar wish to extend said Agreement for an additional two (2) year term for 2021 and 2022 upon the terms and conditions of the attached Extension of Agreement for Contractor Services; and

WHEREAS, the Board of Public Works has reviewed such matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Extension of Agreement for Contractor Services Between the City of De Pere and Holubar Construction Company, Inc., as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of January, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/11/2021

**EXTENSION OF AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND
HOLUBAR CONSTRUCTION COMPANY, INC.**
(Spur Line Maintenance)

WHEREAS, the City of De Pere, a Wisconsin municipal corporation ("City") and Holubar Construction Company, Inc., a Wisconsin corporation ("Contractor") (hereinafter "the Parties") are parties to an Agreement for Contractor Services dated August 28, 2018, which included spur line maintenance and repair services for 2019-2020, a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Parties wish to extend the Agreement for an additional two (2) year term for years 2021 and 2022.

NOW, THEREFORE, upon the mutual promises and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The term of the Agreement is extended for two (2) years for spur line maintenance and repair services for 2021 and 2022.
2. All other terms and conditions of the Agreement remain in full effect and unchanged by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed as of the _____ day of _____, 2021.

HOLUBAR CONSTRUCTION COMPANY, INC.
By:

George Holubar, President

City of De Pere
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND HOLUBAR CONSTRUCTION COMPANY, INC.
(Spur Line Maintenance)**

THIS AGREEMENT made and entered into this 28 day of August, 2018, by and between the City of De Pere, Wisconsin, ("City") and Holubar Construction Company, Inc. ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform spur line maintenance and repair services throughout 2019 and 2020, as described in the City's Request for Proposals for Spur Line Maintenance attached and incorporated herein as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's Proposal attached and incorporated herein as Exhibit B. Invoices shall be submitted monthly and include a breakdown of charges for each spur.

III. INSURANCE

The Contractor shall maintain during the course of the project, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability

- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and which names the City as an additional insured thereunder for purposes of the Contract. A copy of the Additional Insured Endorsement shall also be provided.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the

format requested by City of De Pere provided that such records are kept and maintained in that format.

3. PERMITS AND LICENSING. The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. SAFETY, HEALTH AND SANITATION. The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility, or as the City Engineer may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. CONTRACTOR'S RESPONSIBILITY FOR WORK. Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the

elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending

mediation for a period of 60 days from the date of filing, unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Holubar Construction Company, Inc.
Attention: George Holubar
1519 Shannon Street
Green Bay, WI 54304

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

HOLUBAR CONSTRUCTION COMPANY, INC.

By: 
George Holubar
Title: PRESIDENT

By: _____
Printed Name: _____
Title: _____

CITY OF DE PERE

By: 
Michael J. Walsh, Mayor

By: 
Shana D. Ledvina, Clerk-Treasurer

Approved as to Form:


Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2018\Holubar Construction (Rail Spur Line Maintenance)7-18-161-001-18

Request for Proposals For Spur Line Maintenance

The City of De Pere would like to invite your firm to submit a proposal for 2019-2020 Spur Line Maintenance in the City's West Business Park.

Your proposal must be submitted to our office by June 28, 2018 at 3:00 PM.

GENERAL INFORMATION:

The City of De Pere has two spur tracks that provide service to the West Business Park, hereinafter referred to the north spur and the south spur. The purpose for this Request for Proposal (RFP) is to obtain services to provide maintenance and repair services for these spur lines.

The actual quantities of work will be based on the actual number of events that require snow removal, adjustments or replacements identified in CN inspections, and any additions, improvements or maintenance items requested by the City.

SCOPE OF SERVICES:

Spur line maintenance services include, but are not limited to:

1. Snow Removal
2. Adjusting Gapped Switches
3. Replacing Head Blocks
4. Repairing Frog Points
5. Repair of Broken Rail or Tie
6. Provide and Installing Switch Hooks
7. Cleaning, Adjusting, and Graphite of four (4) switches
8. Mobilization
9. Provide and Install Point Protectors
10. Point or Switch Replacement
11. Provide and Install Switch Numbers
12. Provide and Install Switch Brooms

SCHEDULING:

The City will request services throughout 2019 and 2020. Generally, the City will give 24 hours from e-mail notification to complete snow removal, address gapped switches, make frog point repairs, repair a broken rail or replace head blocks. All other work, other than a derailment or major rebuild, will be addressed in 5 calendar days from e-mail notification.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or

destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

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

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry.

FEE:

The proposed fee schedule shall be submitted on the attached form. Defined work for each fee will provide a functionally complete project. If there are specific items which the contractor believes are not identified in any item, but are required to provide a functionally complete project, then the identified specific work item shall be included in the appropriate fee.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

INFORMATION PROVIDED BY THE CITY:

The City will provide location maps and switch numbers to be used in all correspondence including billing.

The limit of snow removal for each switch is shown on the attached detail.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each spur.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company E-mail Address: _____

Company Representative: _____

Signature: _____

Item	Fee	Unit
Snow Removal Services		
Mobilization		Per event
Snow Removal ≥ 3.0 inches		Per switch
Snow Removal < 3.0 inches		Per switch
Adjustments		
Mobilization		Per event
Gapped Switch		Per each
Weld Frog Point		Per turnout
Paint Derails School Bus Yellow include switch handles		Per Derail
Replacements		
Mobilization		Per event
Broken Rail		Per each
Bad Tie		Per each
Install Switch Hooks and Remove CN Locks (return to CN)		Per each
Head Block		Per each
Head Block Ties		Per each
Set of Comp bars		Per set
Additions/Improvements		
Mobilization		Per event
Point Protectors		Per turnout
Label Switch Numbers		Per switch
Provide and Install Switch Broom		Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch		Per switch

WEST INDUSTRIAL PARK SPUR MAINTENANCE (NORTH)

CITY SPUR LINE

1 inch = 400 feet



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

Spur Maintenance
Project:
05-2018
By: SRL

Exhibit A

WEST INDUSTRIAL PARK SPUR MAINTENANCE (SOUTH)

CITY SPUR LINE



1 inch = 400 feet



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

Spur
Maintenance

Project:

05-2018
By: SRL

HOLUBAR

Construction Company, Inc.

June 28, 2018

Mr. Chase Kuffel
Assistant City Engineer
City of De Pere

Mr. Kuffel-

Please find enclosed the fee schedule for the year 2019 Track maintenance.

We have been a service provider in the local area for customers with Rail Spurs since 1979. We specialize in Track Maintenance and rehab. We have a full time staff that will be able to accommodate the City's needs easily.

We look forward to working with you.

Sincerely,

George Holubar

1519 Shannon Street Green Bay, WI 54304
Office: 920-499-5629 Fax: 920-499-3404
www.holubarconstruction.com

Proposed Fee Schedule

Company Name: HOLUBAR CONSTRUCTION COMPANY
 Company Address: 1519 SHANNON ST. GREEN BAY, WI
 Company E-mail Address: HOLUBAR CONSTRUCTION @GMAIL.COM
 Company Representative: SETH HOLUBAR
 Signature: 

Item	Fee	Unit
Snow Removal Services		
Mobilization	100.00	Per event
Snow Removal >= 3.0 inches	100.00	Per switch
Snow Removal < 3.0 inches	150.00	Per switch
Adjustments		
Mobilization	100.00	Per event
Gapped Switch	350.00	Per each
Weld Frog Point	500.00	Per turnout
Paint Derails School Bus Yellow include switch handles	5.00	Per Derail
Replacements		
Mobilization	300.00	Per event
Broken Rail	1,200.00	Per each
Bad Tie	85.00	Per each
Install Switch Hooks and Remove CN Locks (return to CN)	5.00	Per each
Head Block	150.00	Per each
Head Block Ties	150.00	Per each
Set of Comp bars	500.00	Per set
Additions/Improvements		
Mobilization	300.00	Per event
Point Protectors	3,800.00	Per turnout
Label Switch Numbers	5.00	Per switch
Provide and Install Switch Broom	10.00	Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch	350.00	Per switch



CERTIFICATE OF LIABILITY INSURANCE

 Page 13 of 15
 DATE (MM/DD/YYYY)
 8/28/2018

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

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

PRODUCER Ansay & Associates, LLC. 1710 Lawrence Drive De Pere WI 54115	CONTACT NAME: Erin Gresen, CISR PHONE (A/C, No, Ext): 800-236-8652 E-MAIL ADDRESS: erin.gresen@ansay.com		FAX (A/C, No): 920-437-4179
	INSURER(S) AFFORDING COVERAGE INSURER A: Western National Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 15377
INSURED Holubar Construction Company Inc 1519 Shannon Street Green Bay WI 54304	HOLUCON-01		

COVERAGES

CERTIFICATE NUMBER: 1677227284

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		CPP1144801	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CPP1143187	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB1024042	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV1026046	8/1/2018	8/1/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of De Pere is included as additional insured in regards to General Liability.

CERTIFICATE HOLDER

CANCELLATION

 City of De Pere
 335 South Broadway
 De Pere WI 54115

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

**COMMERCIAL GENERAL LIABILITY
WN GL 89 07 15**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CONTRACTORS –
OPERATIONS AND COMPLETED OPERATIONS –
WITH ADDITIONAL INSURED REQUIREMENT
IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Operations Performed For An Additional Insured

Section II – Who Is An Insured is amended to include as an additional insured any person or organization, if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be included as an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your ongoing operations for the additional insured.

B. Limitations

The Operations Performed for Additional Insured coverage is limited as follows:

- (1)** This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured – Completed Operations

A. Additional Insured – Completed Operations

Section II – Who Is An Insured is amended to include as an additional insured any person or organization, if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be included as an additional insured on your policy, but only with respect to "bodily injury" or "property damage", arising out of "your work" performed for the additional insured and included in the "products-completed operations hazard".

B. Limitations

The Additional Insured – Completed Operations coverage is limited as follows:

- (1)** A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2)** The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

CITY OF DE PERE MEMO



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

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

Date: January 11, 2021

RE: **Consider Extension of Agreement for Spur Line Maintenance***

The Engineering Department received proposals in 2018 for spur line maintenance of the City's western industrial parks in years 2019 and 2020. These spur lines are operated by the Canadian National Railroad (CN). The contractor has offered to extend their agreement and maintain their prices for an additional two years.

In 2018, the City received two proposals. When the contract was first awarded, the estimated annual cost for this work, based on 2015 and 2016 work totals, was as follows:

Spur Line Maintenance	Estimate
Holubar Construction Company	\$32,700
Railworks Track Systems, Inc.	\$60,575

Over the past two years, the total spur line maintenance work has totaled to be the following:

Company	2019	2020
Holubar Construction Company	\$31,595	\$29,350

The staff recommendation is to extend the agreement with Holubar Construction Company for the Spur Line Maintenance in the City's west industrial park through the year 2022. Budgeted funds are \$45,000 per year over the next two years split between TID 11 and TID 12. CN has had an increased presence inspecting the City's spur lines, requiring additional maintenance due to normal wear and tear. Failure to maintain these spur lines will result in a lock-out by CN, preventing deliveries to and from those businesses operating on the spur line.

Attachments:

2018 0709 Spur Line Cost Summary	(PDF)
2018 0605 CE_Requests for Proposal Spur Line Maintenance	(PDF)
2018 0628 Proposal – Holubar Construction Company	(PDF)
2018 0628 Proposal – Railworks Track Systems, Inc.	(PDF)
2018 0828 Holubar_Agreement	(PDF)

2019-2020 West Business Park Spur Line Maintenance

					Holubar	Railworks
Item	Holubar Fee	Railworks Fee	Unit	Estimated Annual QTY	Annual Cost Estimate	Annual Cost Estimate
Snow Removal Services				Snow Removal Estimate		
Mobilization	\$100	\$100	Per event	15	\$1,500	\$1,500
Snow Removal >= 3.0 inches	\$100	\$400	Per switch	70	\$7,000	\$28,000
Snow Removal < 3.0 inches	\$150	\$325	Per switch	35	\$5,250	\$11,375
				Adjustment Estimate		
Adjustments						
Mobilization	\$100	\$100	Per event	2	\$200	\$200
Gapped Switch	\$350	\$300	Per each	4	\$1,400	\$1,200
Weld Frog Point	\$500	\$750	Per turnout	2	\$1,000	\$1,500
Paint Derails School Bus Yellow include switch handles	\$5	\$25	Per Derail	2	\$10	\$50
				Replacement Estimate		
Replacements						
Mobilization	\$300	\$500	Per event	1	\$300	\$500
Broken Rail	\$1,200	\$1,750	Per each	1	\$1,200	\$1,750
Bad Tie	\$85	\$160	Per each	20	\$1,700	\$3,200
Install Switch Hooks and Remove CN Locks (return to CN)	\$5	\$25	Per each	7	\$35	\$175
Head Block	\$150	\$400	Per each	1	\$150	\$400
Head Block Ties	\$150	\$400	Per each	4	\$600	\$1,600
Set of Comp bars	\$500	\$550	Per set	2	\$1,000	\$1,100
				Additions/Improvement Estimate		
Additions/Improvements						
Mobilization	\$300	\$100	Per event	4	\$1,200	\$400
Point Protectors	\$3,800	\$2,500	Per turnout	2	\$7,600	\$5,000
Label Switch Numbers	\$5	\$25	Per switch	7	\$35	\$175
Provide and Install Switch Broom	\$10	\$50	Per switch	7	\$70	\$350
				Spring & Fall Main		
Spring & Fall Maintenance						
Clean, Adjust, and Graphite Switch	\$350	\$300	Per switch	7	\$2,450	\$2,100
					\$32,700	\$60,575



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Chase Kuffel, P.E.
Assistant City Engineer
ckuffel@mail.de-pere.org
www.de-pere.org

June 5, 2018

Mr. Dan Haefs
Wisconsin Rail and Steel
1871 Cofrin Drive
Green Bay, WI 54302

RE: Spur Line Maintenance
City of De Pere

Dear Mr. Haefs:

The City of De Pere is requesting a proposal from your firm to complete maintenance of the City spur lines. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel, P.E.
Assistant City Engineer

cc: Kimberly Flom, Economic Developer & Planning Director
Eric Rakers, City Engineer



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Chase Kuffel, P.E.
Assistant City Engineer
ckuffel@mail.de-pere.org
www.de-pere.org

June 5, 2018

Mr. Seth Holubar
Holubar Construction Company, Inc.
1519 Shannon Street
Green Bay, WI 54304

RE: Spur Line Maintenance
City of De Pere

Dear Mr. Holubar:

The City of De Pere is requesting a proposal from your firm to complete maintenance of the City spur lines. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

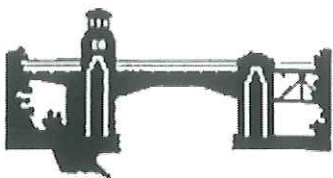
If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel, P.E.
Assistant City Engineer

cc: Kimberly Flom, Economic Developer & Planning Director
Eric Rakers, City Engineer



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Chase Kuffel, P.E.
Assistant City Engineer
ckuffel@mail.depere.org
www.de-pere.org

June 5, 2018

Mr. Rich Hawkins
Knapp Railroad Builders
4777 West Lincoln Avenue
West Milwaukee, WI 53219

RE: Spur Line Maintenance
City of De Pere

Dear Mr. Hawkins:

The City of De Pere is requesting a proposal from your firm to complete maintenance of the City spur lines. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel, P.E.
Assistant City Engineer

cc: Kimberly Flom, Economic Developer & Planning Director
Eric Rakers, City Engineer

Request for Proposals For Spur Line Maintenance

The City of De Pere would like to invite your firm to submit a proposal for 2019-2020 Spur Line Maintenance in the City's West Business Park.

Your proposal must be submitted to our office by June 28, 2018 at 3:00 PM.

GENERAL INFORMATION:

The City of De Pere has two spur tracks that provide service to the West Business Park, hereinafter referred to the north spur and the south spur. The purpose for this Request for Proposal (RFP) is to obtain services to provide maintenance and repair services for these spur lines.

The actual quantities of work will be based on the actual number of events that require snow removal, adjustments or replacements identified in CN inspections, and any additions, improvements or maintenance items requested by the City.

SCOPE OF SERVICES:

Spur line maintenance services include, but are not limited to:

1. Snow Removal
2. Adjusting Gapped Switches
3. Replacing Head Blocks
4. Repairing Frog Points
5. Repair of Broken Rail or Tie
6. Provide and Installing Switch Hooks
7. Cleaning, Adjusting, and Graphite of four (4) switches
8. Mobilization
9. Provide and Install Point Protectors
10. Point or Switch Replacement
11. Provide and Install Switch Numbers
12. Provide and Install Switch Brooms

SCHEDULING:

The City will request services throughout 2019 and 2020. Generally, the City will give 24 hours from e-mail notification to complete snow removal, address gapped switches, make frog point repairs, repair a broken rail or replace head blocks. All other work, other than a derailment or major rebuild, will be addressed in 5 calendar days from e-mail notification.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or

destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

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

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry.

FEE:

The proposed fee schedule shall be submitted on the attached form. Defined work for each fee will provide a functionally complete project. If there are specific items which the contractor believes are not identified in any item, but are required to provide a functionally complete project, then the identified specific work item shall be included in the appropriate fee.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

INFORMATION PROVIDED BY THE CITY:

The City will provide location maps and switch numbers to be used in all correspondence including billing.

The limit of snow removal for each switch is shown on the attached detail.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each spur.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company E-mail Address: _____

Company Representative: _____

Signature: _____

Item	Fee	Unit
Snow Removal Services		
Mobilization		Per event
Snow Removal ≥ 3.0 inches		Per switch
Snow Removal < 3.0 inches		Per switch
Adjustments		
Mobilization		Per event
Gapped Switch		Per each
Weld Frog Point		Per turnout
Paint Derails School Bus Yellow include switch handles		Per Derail
Replacements		
Mobilization		Per event
Broken Rail		Per each
Bad Tie		Per each
Install Switch Hooks and Remove CN Locks (return to CN)		Per each
Head Block		Per each
Head Block Ties		Per each
Set of Comp bars		Per set
Additions/Improvements		
Mobilization		Per event
Point Protectors		Per turnout
Label Switch Numbers		Per switch
Provide and Install Switch Broom		Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch		Per switch

WEST INDUSTRIAL PARK SPUR MAINTENANCE (NORTH)

CITY SPUR LINE



1 inch = 400 feet



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

Spur
Maintenance

Project:

05-2018

Packet Pg. 164

WEST INDUSTRIAL PARK SPUR MAINTENANCE (SOUTH)

CITY SPUR LINE



1 inch = 400 feet



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

Spur
Maintenance

Project:

05-2018

Packet Pg. 165

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2016,
by and between the City of De Pere, Wisconsin, ("City"), and _____
_____("Consultant").

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) ____ City Request for Proposals (Exhibit A) and
Consultants Proposal thereto dated ____ (date) ____ (Exhibit B), both of which are attached hereto and
incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of
Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and
this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

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

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than

\$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\Consultant Agreement Template revised 2-22-16.docx

HOLUBAR

Construction Company, Inc.

June 28, 2018

Mr. Chase Kuffel
Assistant City Engineer
City of De Pere

Mr. Kuffel-

Please find enclosed the fee schedule for the year 2019 Track maintenance.

We have been a service provider in the local area for customers with Rail Spurs since 1979. We specialize in Track Maintenance and rehab. We have a full time staff that will be able to accommodate the City's needs easily.

We look forward to working with you.

Sincerely,

George Holubar

1519 Shannon Street Green Bay, WI 54304
Office: 920-499-5629 Fax: 920-499-3404
www.holubarconstruction.com

Proposed Fee Schedule

Company Name: HOLUBAR CONSTRUCTION COMPANY
 Company Address: 1519 SHANNON ST. GREEN BAY, WI
 Company E-mail Address: HOLUBAR CONSTRUCTION @GMAIL.COM
 Company Representative: SETH HOLUBAR
 Signature: 

Item	Fee	Unit
Snow Removal Services		
Mobilization	100.00	Per event
Snow Removal ≥ 3.0 inches	100.00	Per switch
Snow Removal < 3.0 inches	150.00	Per switch
Adjustments		
Mobilization	100.00	Per event
Gapped Switch	350.00	Per each
Weld Frog Point	500.00	Per turnout
Paint Derails School Bus Yellow include switch handles	5.00	Per Derail
Replacements		
Mobilization	300.00	Per event
Broken Rail	1,200.00	Per each
Bad Tie	85.00	Per each
Install Switch Hooks and Remove CN Locks (return to CN)	5.00	Per each
Head Block	150.00	Per each
Head Block Ties	150.00	Per each
Set of Comp bars	500.00	Per set
Additions/Improvements		
Mobilization	300.00	Per event
Point Protectors	3,800.00	Per turnout
Label Switch Numbers	5.00	Per switch
Provide and Install Switch Broom	10.00	Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch	350.00	Per switch

Proposed Fee Schedule

Company Name: Railworks Track Systems, Inc.

Company Address: 1871 Cofrin Dr, Green Bay, WI 54302

Company E-mail Address: JBruynes@Railworks.com

Company Representative: Jacob Bruynes

Signature: _____

Item	Fee	Unit
Snow Removal Services		
Mobilization	\$100.00	Per event
Snow Removal >= 3.0 inches	\$400.00	Per switch
Snow Removal < 3.0 inches	\$325.00	Per switch
Adjustments		
Mobilization	\$100.00	Per event
Gapped Switch	\$300.00	Per each
Weld Frog Point	\$750.00	Per turnout
Paint Derails School Bus Yellow include switch handles	\$25.00	Per Derail
Replacements		
Mobilization	\$500.00	Per event
Broken Rail	\$1,750.00	Per each
Bad Tie	\$160.00	Per each
Install Switch Hooks and Remove CN Locks (return to CN)	\$25.00	Per each
Head Block	\$400.00	Per each
Head Block Ties	\$400.00	Per each
Set of Comp bars	\$550.00	Per set
Additions/Improvements		
Mobilization	\$100.00	Per event
Point Protectors	\$2,500.00	Per turnout
Label Switch Numbers	\$25.00	Per switch
Provide and Install Switch Broom	\$50.00	Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch	\$300.00	Per switch



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #21-11 Approving Agreement for Consulting Services Between City of De Pere and Dixon Engineering, Inc. (T-Mobile Wireless Antenna Installation-Merrill Street Water Tower).

The Board of Public Works at the January 11, 2021 meeting approved Engineering Technical Services with Dixon Engineering regarding installation of T-Mobiles Wireless Antennae Facilities on Merrill Street Water Tower and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City received a request from T-Mobile regarding installation of wireless antennae facilities on the City's Merrill water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by T-Mobile. Staff has received payment from T-Mobile for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the T-Mobile's wireless upgrade on the Merrill water tower.

ATTACHMENTS:

- Reso21-11 (PDF)
- Exhibit 1 - De Pere Merrill T-Mobile (ML94454A) Proposal November 2020 (PDF)

RESOLUTION #21-11

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(T-Mobile Wireless Antenna Installation – Merrill Street Water Tower)

WHEREAS, the City is in need of engineering technical services regarding T-Mobile wireless antenna facilities installation on the Merrill Street Water Tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering technical services within the required timeframe.

WHEREAS, the Board of Public Works has reviewed such proposal and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Proposal/Contract Agreement for Antennas (consulting services between the City of De Pere and Dixon Engineering, Inc.) as is attached hereto as Exhibit 1, provided that T-Mobile has paid to the City Finance Director-Treasurer the sum due and owing under such contract prior to execution thereof.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of January, 2021.

APPROVED:

James G. Boyd, Mayor

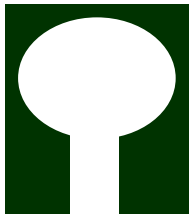
ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/11/2021



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

4811 S. 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

Proposal/Contract Agreement for Antennas

*City of De Pere / T-Mobile (ML94454A) Upgrade
250,000 Gallon Legged Merrill 49-05-11-01*

The agreement is between Dixon Engineering, Inc. (DIXON) and **City of De Pere, Wisconsin** (OWNER) to contract with DIXON for technical services for **T-Mobile** (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Four Thousand Nine Hundred** dollars **\$4,900**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Attend a Precon Meeting, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, Vice President

November 6, 2020

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER POSITION DATE

CO SIGNATURE (if required) POSITION DATE

CONTRACT APPROVED by DIXON OFFICER EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.

- 2. For Convenience,
 - a. By OWNER effective upon the receipt of notice by DIXON.
 - B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- 6.01 Controlling Law
- A. This Agreement is to be governed by the law of the state in which the Project is located.
- 7.01 Successors, Assigns, and Beneficiaries
- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.
- 8.01 General Considerations
- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
 - B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

- C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

*City of De Pere / T-Mobile (ML94454A) Upgrade
250,000 Gallon Legged Merrill 49-05-11-01*

- I. Design Drawings and Structural Calculations Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal are included.
- II. Site Work for:
 - a. Attend and participate in a Preconstruction Meeting.
 - b. Perform Installation inspections as the project progresses and or a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

*City of De Pere / T-Mobile (ML94454A) Upgrade
250,000 Gallon Legged Merrill 49-05-11-01*

I. PAYMENT

- a. When service is rendered Owner shall pay DIXON the following line item prices:
 - i. Schedule A, Item I, Design Drawings and Structural Calculations Review, the lump sum of **\$1,450**.
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item II
 - 1. **(1)** Preconstruction Meeting **\$1,150** per meeting
 - 2. **(2)** Installation Inspections **\$1,150** per inspection

II. INVOICES

- a. Invoices will be compiled monthly.
- b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

Attachment C
Employee Billable Rates and Terms
Antennas

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate*</u>
Principal	\$265.00	
Project Manager	\$160.00	\$240.00
Engineer	\$165.00	\$248.00
CWI Welding RPR	\$175.00	\$262.00
DIXON Level 3 or NACE certified Level 3 RPR	\$110.00-\$145.00	\$165.00-\$217.00
DIXON Level 2 or NACE Level 2 RPR	\$96.00-\$122.00	\$144.00-\$183.00
DIXON Level 1 or NACE Level 1 RPR	\$90.00-\$100.00	\$135.00-\$150.00
Contract Support Staff	\$115.00-\$140.00	\$173.00-\$210.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.75/mile + tolls	\$0.65/mile
Lodging	\$130.00 per diem	\$120.00 per diem
Meals	\$49.00 per diem	\$45.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2021 (Revised: 8/6/2020)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #21-12 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2021 Construction Materials Testing).

The Board of Public Works at the January 11, 2021 meeting approved the quote for 2021 Materials Testing from Bay Area Testing and Consulting, LLC estimated at \$36,070 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-12 (PDF)
- Contractor Agreement-BATC (2021 Materials Testing)1-15-21-189-002-16 (PDF)
- Exhibit A-BATC Materials Testing (PDF)
- Exhibit B-BATC Materials Testing (PDF)
- 2021 0111 CI_BOPW_Materials_Testing (DOCX)
- 2021 CI_CALC_Materials_Testing_Comparison (PDF)
- 2020 1207 CE_Materials Testing_PSI (PDF)
- 2020 1207 CE_Materials Testing_American Engineering Testing, Inc. (PDF)
- 2020 1207 CE_Materials Testing_ECS(PDF)

RESOLUTION #21-12

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2021 Construction Materials Testing)

WHEREAS, the City is in need of construction materials testing services for its 2021 construction projects; and

WHEREAS, Bay Area Testing & Consulting, LLC has available and offers to provide personnel, equipment and professional assistance necessary to accomplish the testing services within the required timeframe; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Bay Area Testing & Consulting, LLC (2021 Construction Materials Testing) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of January, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/11/2021

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2021 Construction Materials Testing)**

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Bay Area Testing & Consulting, LLC, a Wisconsin limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform construction materials testing for its 2021 construction projects as described in the City's Request for Proposals for Geotechnical Services, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

II. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit B based upon unit prices, to be invoiced on a monthly basis. Invoices shall include an itemization of charges. Payment to the Contractor is due upon receipt of an invoice by the City; however, no more than one invoice per month shall be submitted. Compensation for special services shall be as agreed upon by the City and Contractor and set forth in the written authorization for special services.

III. INSURANCE

The Contractor shall maintain during the course of the project, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:

\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage as well as an additional insured endorsement form naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. **LAWS TO BE OBSERVED.** The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Public Works Director may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such

purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the Director of Public Works, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the

date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attention: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Bay Area Testing & Consulting, LLC
Attention: Jacob P. Franzmeier, P.E.
3125 South Birch Road, Suite B
Suamico, WI 54173

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

BAY AREA TESTING & CONSULTING, LLC

By:

Jacob P. Franzmeier, Owner
Geotechnical Engineer

Printed Name: _____
Title: _____

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2021\Contractor Agreement-BATC(2021 Materials Testing)1-15-21-189-002-16.docx

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

**Request for Proposals
For
Geotechnical Services**

The City of De Pere would like to invite your firm to submit a proposal for the 2021 construction materials consulting.

Your proposal must be submitted to our office by Tuesday, December 8, 2020 at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2021 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), concrete street construction/reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials and soil testing services and the soil boring services to separate firms.

SCOPE OF SERVICES:

Construction materials and soils testing services shall include, but are not limited to:

1. Earthwork Testing
2. Subgrade Compaction
3. Trench Compaction
4. Crushed Aggregate Base Course Testing (Material and Compaction)
5. Asphaltic Concrete Pavement Testing (Samples and Compaction)
6. Concrete Testing
7. Soil Borings
8. Field Observation Related to Soil and/or Construction Conditions

SCHEDULING:

The City will request services throughout the year. Generally, the City will give a 24 hour notice prior to needing service; however the City reserves the right for shorter notices.

INSURANCE:

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

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

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

The proposed fee schedule shall be submitted on the attached form. Estimated hours and testing quantities are based off of similar construction year totals.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Any account fee set-up charges shall be considered incidental to the items listed in the fee schedule attached with this agreement.

DELIVERY:

E-mail, in pdf format, copies of test results specific for each project to the City Engineer. Hard copies will not need to be provided. Report all failed test results by telephone to the project inspector within 24 hours of any failed test.

Provide four (4) hard copies for each soil boring report to the City.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each project.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10		
Project Engineer	HR	15		
Staff Engineer	HR	50		
Field Technician				
Senior Technician	HR	50		
Technician	HR	400		
Clerical	HR	50		
Mileage	MI	5,000		
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1		
Modified Proctor	EA	10		
Concrete Compression Test (Cylinder by Company)	EA	500		
Concrete Compression Test (Cylinder by City)	EA	10		
Handling of Backup Cylinders	EA	160		
Aggregate Sieve Analysis	EA	10		
Atterberg Limits	EA	1		
Permeability, Granular Soils	EA	1		
Permeability, Cohesive Soils	EA	1		
Field Technician Services				
Sample Pickup	EA	1		
Nuclear Density Gauge	½ DAY	100		
Nuclear Density Gauge	DAY	5		

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5		
Soil Boring	VF	150		
Report	EA	1		

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2021 CONSTRUCTION
CITY OF DE PERE, WISCONSIN**

CLIENT:

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

DATE:

NOVEMBER 18, 2020



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

November 18, 2020

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

Request for Proposal
Soil Testing Services
2021 Construction
City of De Pere, Wisconsin

Mr. Rakers,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2021 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted two (2) bound copies of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

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

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

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

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2021 CONSTRUCTION
CITY OF DE PERE**

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Soil Testing Services – 2021 Construction
City of De Pere

Request for Proposal
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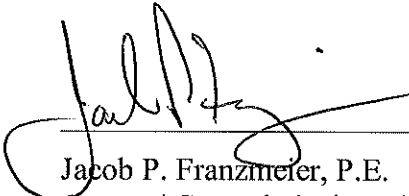
1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2021 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC
3125 Birch Road, Suite B
Suamico, WI 54173
Phone: 920-660-5246
Fax: 920-544-9693
Email: jake@bayareateesting.com

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



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

11/18/2020

Date

1.2 Statement of Qualifications

In December, 2010, BATC was established in Green Bay, Wisconsin, to provide independent construction materials testing for various private, commercial, and municipal projects, along with Wisconsin Department of Transportation (WisDOT) projects. BATC is currently on the WisDOT list of qualified laboratories for concrete, soil, aggregate, and asphalt testing. BATC also participates in the AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program for Coarse Aggregate. Since our staff has a wide variety of experience on projects throughout the state, our extensive knowledge and experience in soil, concrete, and asphalt field and laboratory testing results in exceptional quality control.

Further, our company goal is to provide accurate, detailed, and repeatable quality control results in a timely manner. Since all of our staff members have both extensive field and laboratory experience, we maintain that our test results are done both precisely and promptly, no matter who performs the testing, saving our clients both time and money.

All of our staff members are certified at different levels based on their experience and capabilities. Further, as an organization, we currently have certified personnel through the American Concrete Institute, the Wisconsin Department of Transportation Highway Technician Certification Program, and Troxler Laboratories. The following list contains the certifications and qualifications BATC employees currently maintain:

- Wisconsin DOT Certified PCC Technician – Level II
- Wisconsin DOT Certified PCC Technician – Level I
- Wisconsin DOT Certified ATTS Technician
- Wisconsin DOT Certified Aggregate Technician – Level I
- Wisconsin DOT Certified Grading Technician
- Wisconsin DOT Certified Aggregate Sampling Technician
- Wisconsin DOT Certified Concrete Strength Tester
- Wisconsin DOT Certified Nuclear Density Technician
- Wisconsin DOT Certified Asphalt Technician – Level ITP
- ACI Concrete Field Technician – Level I
- Soil Moisture/Density Operator – Troxler Electronics Labs, Inc.

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an “as-needed” basis for the 2021 construction season under a fixed fee, open-ended contract. Our understanding of the scope of services includes but is not limited to the following:

- Earthwork Testing
- Subgrade Compaction
- Trench Compaction
- Crushed Aggregate Base Course Testing (Material and Compaction)
- Asphaltic Concrete Pavement Testing (Samples and Compaction)
- Concrete Testing
- Soil Borings
- Field Observation Related to Soil and/or Construction Conditions

BATC understands that the City of De Pere would like a firm that can provide the above listed scope of services in a timely and professional manner in compliance with industry standards, by certified technicians and engineers under the direct supervision of a Professional Engineer, licensed in the State of Wisconsin. Most test results will be submitted to the City within 24 hours, unless a further detailed analysis is needed to provide a more cost effective solution to the problem. All reports will be submitted in PDF format and paper copies will be provided, if requested.

2.1 Overview of Construction Materials Testing

BATC will provide construction materials field testing for the 2021 City of De Pere contract. BATC will be responsible for the concrete testing, soil and aggregate laboratory testing, soil and asphalt density testing, and asphalt sampling, as well as construction inspections and observations upon the City's request. For this contract, BATC will utilize subcontract services for some of the specialty laboratory testing services, if needed.

Some of the laboratory services that can be provided are: washed and unwashed sieve analysis, standard and modified proctors, Atterberg Limits, hydrometer testing, double hydrometer testing, percent material finer than the #200 sieve testing, fractured face count of coarse aggregate, specific gravity of fine and coarse aggregates, L.A. Abrasion, freeze-thaw soundness, sodium sulfate soundness, lightweight particles, organic content, organic impurities testing, compressive strength of concrete, mortar, and grout, flexural and splitting tensile strength of concrete, asphalt extraction and gradation including asphalt content, and determination of theoretical maximum density of bituminous concrete.

Some of the field testing services that can be provided are: slump, air content, temperature, unit weight, and yield of plastic concrete; soil bearing capacity verification; proof-rolling observations of subgrade soils; nuclear density testing of soil, base aggregate, and asphalt; concrete and asphalt coring and analysis; rebar inspection; mortar and grout testing; and concrete batch plant inspections, if requested.

The list of laboratory and field testing services that BATC listed above is not a complete list of tests that could be performed. As demand increases for a particular testing procedure, and as our company continues to grow, BATC evaluates our services on a case by case basis and determines whether or not to expand our services to meet the demand of the requested testing procedure.

2.2 City of De Pere Materials Testing Scope of Services

Prior to the start of each project for the City, BATC would like to obtain any available project plans and specifications, if allowed by the City contracts. If available, these plans and specifications can be submitted to us electronically. We have found with working in municipalities over the years, it is convenient for the field technicians to have project plans in case a situation arises wherein a City of De Pere inspector is not able to be on-site. During the peak of the construction season, we request a 24 hour courtesy call prior to on-site testing but in reality, we can typically make it on-site within 4 hours of being notified, and more times than not, sooner than 4 hours. BATC takes pride in reliable and timely service to our clients.

2.2.1 Earthwork, Subgrade and Trench Compaction, and Crushed Aggregate Base Course Testing Services

BATC field staff will provide base aggregate and soil sampling and testing, as requested, on projects throughout the City of De Pere. We will either obtain samples on-site after the material is delivered to the construction site or stockpiled on-site, or we will obtain samples from the pit or quarry using proper sampling methods. Further, we will provide test results for sieve analyses and proctor tests on granular soils typically within 24 hours of obtaining samples. However, when cohesive soils will be utilized for backfilling utility trenches or used for pond liners, proctor test results will typically be available within 36 hours of obtaining the sample because of the additional preparation time needed for cohesive soils.

After the completion of the laboratory testing and approval of the source by the City of De Pere, BATC will provide nuclear density testing on sub-base and base course, trench backfill, and/or structural fill materials. BATC will immediately notify the City of De Pere inspector of all test results before leaving the jobsite. If the inspector cannot be found on-site or by telephone, the City Project Manager will be notified prior to the technician's departure from the jobsite. Test results for compaction testing will be sent to the City of De Pere within 24 hours of our return to the laboratory.

2.2.2 Asphaltic Concrete Pavement Testing Services

During paving operations, BATC staff will provide on-site asphalt density testing and asphalt sampling on an as requested basis. Sampling of asphalt pavement may occur on-site or at the asphalt plant either by our qualified staff or the asphalt suppliers' staff, depending on the asphalt suppliers' insurance and liability restrictions. In either case, BATC personnel will be present during the sampling of the asphalt to ensure proper sampling techniques are followed. We typically require a 12 hour notice for any field sampling and testing, but will try to accommodate the schedule of either the City or asphalt paving contractor with a notice of 4 hours.

After sampling, BATC personnel will return the asphalt sample to our laboratory to perform testing. We are capable and our laboratory is certified to perform asphalt extraction and gradation analysis, including asphalt content, and theoretical maximum density of bituminous pavement. If further analysis is needed, such as determining the bulk density by use of gyratory compaction methods in the laboratory, we may have to employ a subcontractor to perform these services. However, we can determine bulk specific gravity of in-place compacted asphalt pavement from core samples from the roadway during construction, if needed. Test results for asphalt density testing will be provided within 48 hours of receiving the sample. Asphalt extraction and gradation and theoretical maximum density determination laboratory asphalt testing will be provided within 36 hours of receiving the sample.

2.2.3 Concrete Testing Services

Based on our past experience working with the City of De Pere, typically concrete testing and cylinders would be cast by BATC, but some may be cast by City of De Pere inspectors. When providing concrete testing services, BATC will conduct slump, air content, and temperature tests, and cast four (4) standard 6" x 12" concrete cylinders, unless directed otherwise. BATC will typically pick-up cylinders within 24 hours of cylinders being cast, but in no case will cylinders be in the field longer than 48 hours. We understand that the most critical time period for cylinders is within the first 48 hours of curing in the field. Therefore, we will do our best to

ensure all cylinders cast by BATC and the City of De Pere inspectors cure at the proper initial curing temperature and record maximum/minimum temperatures upon pick-up of the cylinder sets. If we notice that cylinders are curing too hot or too cold during the initial cure, we will immediately contact the City Project Manager and discuss methods to ensure proper curing methods. Test results for field testing will be reported to the City Inspector immediately after testing, with a written report sent to the City typically within 24 hours of testing. Compressive strength testing will be conducted at 7 and 28 days and reports will be sent to the City usually within 24 hours after the testing is completed. However, if concrete compressive strength does not meet the required 7-day or 28-day strength, BATC will immediately contact the City Project Manager to discuss the next course of action.

2.2.4 Soil Borings

Since we currently do not conduct or subcontract drilling services to provide soil borings, we will not be providing a price for the soil boring portion of this contract. However, in the future, we may provide prices for soil borings, if requested, on a case-by-case basis.

2.2.5 Construction Inspection and Observations

BATC will provide construction inspection and/or observations on an as requested basis throughout the 2021 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the necessary field and laboratory testing to fulfill the intention of the specifications or

recommendations.

For structural concrete observations before and at the completion of concrete pours, BATC will provide documentation that the number, size, splice lengths and locations, and clear cover of the reinforcement steel match the reinforcement schedule prior to placement of concrete. If there is a deficiency in the reinforcement steel, BATC will immediately contact the project inspector or project engineer and the issue will be resolved prior to the placement of concrete. Further, if requested, BATC will also document the placement, orientation, and location of any structural bolt settings in accordance with the structural drawings. Also, BATC will ensure concrete placement is done in conformance with the most recent ACI and ASTM procedures for form work, perform mix design reviews, and review and recommend proper consolidation and curing techniques. Construction Inspection and/or Observation written reports will be available to the City within 48 hours of our return to the laboratory.

BATC can also provide concrete batch plant inspections, if requested by the City. BATC would travel to the concrete batch plant, perform the inspections in accordance with ACI 311.5 and document any deficiencies with the batch plant. These deficiencies would be documented during the inspection process and verbally reported to the City immediately following the inspection. The batch plant inspection report would be available to the City in writing within 24 hours of the completion of the inspection.

2.2.6 Additional Field and Laboratory Testing

BATC is capable and certified to perform a wide variety of specialty testing not typically requested on projects. Further, additional services include masonry testing and observations, sprayed applied fire-proofing testing, caisson inspections, moisture-vapor transmission testing, concrete and asphalt coring for thickness, concrete distress evaluations, smoke pencil testing of exterior building wall coverings, flexural and splitting tensile strength of concrete specimens, double hydrometer testing, and flat and/or elongated particle testing. Depending on what the circumstances are regarding the additional services, we will be able to perform the above testing

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on an as-requested basis.

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, P.E.

Professional Engineer/Staff Engineer/Field Operations Manager/Chief Quality Control Officer

Jacob will be the primary contact for the construction materials testing services for this contract. Jacob has over 15 years of experience in construction materials testing, site recommendations and trouble shooting, and geotechnical engineering. Jacob is the Field Operations Manager/Lab Supervisor of BATC. His duties include overseeing all operations of BATC from scheduling technicians to reviewing field reports. He is also BATC's Radiation Safety Officer and Chief Quality Control Officer for the WisDOT Laboratory Certification. Jacob will be the direct contact for this contract and will be coordinating the material testing, including concrete, asphalt, soil, base aggregate, and any other testing services needed for the City contract. He will also be attending all meetings that require our attendance as requested by the City. Further, he will also conduct field work involving engineering recommendations and inspections, and on occasion field materials testing, if needed or if immediate testing is requested by the City. Jacob is licensed in the State of Wisconsin as a Professional Engineer.

Henry P. Koch, CET

Senior Engineering Technician

Henry has over 25 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Matt Scriven

Senior Engineering Technician

Matt has over 10 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, concrete coring, and many more. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and aggregate sieve analysis, and many more. Matt is certified to perform all of the field and laboratory testing with the exception of the asphalt mix laboratory testing.

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Austin Dier, CET
Engineering Technician

Austin has over 8 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

Ethan Bornick, CET
Engineering Technician

Ethan has over 8 years of experience as both a field and laboratory technician. His field experience includes soil subgrade bearing capacity verification, proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Ethan is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

Justin VandenHeuvel, CET
Engineering Technician

Justin has almost 2 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Justin is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

Depending on the schedule for the day and the complexity of the City project, any of the above staff may be sent to the projects. However, a majority of the field testing will be performed by either a Senior Engineering Technician or an Engineering Technician. Further, if the project is complex and requires more extensive testing and observations, either a Senior Engineering Technician or a Staff Engineer would be scheduled to the project because of their experience. If a project would require a recommendation regarding either an alternative construction method or a change in design, a Staff Engineer or a Professional Engineer would be scheduled for that

particular case. Only in cases in which the City would need an immediate response to a project, any of the staff personnel could be scheduled to that project to ensure that the required testing is performed, especially if the testing is critical to the project schedule.

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

We understand in some cases project plans change and a quick response is required with very little notice. With our past experience on similar projects, especially working with time critical concrete pours, such as with the Wisconsin Department of Transportation, we recognize that at times the City of De Pere will need an immediate response. As stated previously, BATC takes pride in reliable and timely service. For instance, the office phone is always with the owner and field coordinator, Mr. Franzmeier, day and night, weekdays, and on the weekends. All phone calls for BATC run through one point of contact, ensuring that all scheduling gets to the technicians as quickly and efficiently as possible. If a situation would arise that requires immediate testing in the City of De Pere, a BATC staff member will almost always be there when needed or within a reasonable time limit, day or night, if requested. Also, based on previous year's project locations, we generally have multiple projects in or near the City of De Pere. With this many projects in the area, we will have more flexibility with our schedule and a more timely response if something is not scheduled and work needs to be performed. Typically, if Saturday work is expected for an upcoming weekend, we would ask to have a curtesy call prior to Friday to inform us. We understand that sometimes weekend work is unexpected and is usually last minute scheduling by the contractor, which we can typically accommodate.

4.2 BATC Approach

BATC's primary goal is to provide affordable quality control while emphasizing safety and team work. We have experience in almost all facets of the construction project, from soil assessments in the geotechnical phase to inspecting and testing construction materials during the construction phase. BATC, as a part of your construction team, is committed to the success of your projects. One of our goals as a smaller company is to achieve exceptional quality control on each project to ensure our client's satisfaction. We will assist both the project engineer and project inspector in the scheduling and management of the quality control by being proactive and we will be available anytime for questions you may have before, during, and after the completion of the project. Our success depends on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

5.0 PREVIOUS PROJECTS

BATC has performed construction materials testing on a wide variety of projects throughout the state in recent years. The following is a list of recent projects of similar nature that BATC was contracted to perform, a brief description of the services performed, and references for each of the contracts:

➤ 2011, 2016, 2019, and 2020 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin

BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.

Contracting Party: City of De Pere

Project Contact: Chase K. Kuffel

Contact Number: 920-339-4060

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➤ Titletown Development Phase I and Phase II, Green Bay, Wisconsin

BATC is currently performing all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, fireproofing inspections, and construction observations.

Contracting Party: Sterling Development Group

Project Contact: Adam Bickoff

Contact Number: 201-207-9205

➤ Titletown – Bellin Clinic, Ashwaubenon, Wisconsin

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

Contracting Party: Miron Construction Company

Project Contact: Chad Theilman

Contact Number: 920-585-3780

➤ City of Kaukauna – Project 1-17, 1-18, 1-19, 1-20, Kaukauna, Wisconsin

BATC performed the construction materials testing contract for the City of Kaukauna Project 1-17, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.

Contracting Party: Vinton Construction Company

Project Contact: Ron Raboine

Contact Number: 920-682-0375

➤ Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin

BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.

Contracting Party: Peters Concrete Company

Project Contact: Brian Bartels

Contact Number: 920-494-3700

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➤ Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin

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

Contracting Party: Aurora Baycare Medical Center

Project Contact: Barbara Johnson

Contact Number: 920-288-4033

➤ Agropur Expansion and Renovations, Luxemburg and Weyauwega, Wisconsin

BATC performed all inspections and testing for the general contractor on the cheese plant expansions and renovations including building additions, parking lot expansions, and wastewater treatment plant construction including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing.

Contracting Party: Miron Construction Company

Project Contact: Chad Theilman

Contact Number: 920-585-3780

➤ Belmark Building Additions and Expansions on Multiple Buildings, De Pere, Wisconsin

BATC performed all inspections and testing for the general contractor on multiple building and parking lot expansions to the plant including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.

Contracting Party: The Boldt Company

Project Contact: Tony Meeuwsen

Contact Number: 920-450-3255

➤ Appleton Medical Center Hybrid OR Expansion, Appleton, Wisconsin

BATC performed all inspections and testing for the general contractor on a hospital building expansion including, but not limited to: soil subgrade bearing capacity verification, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, sprayed applied fireproof testing, reinforcing steel observations, and construction observations.

Contracting Party: The Boldt Company

Project Contact: Matt Peterson

Contact Number: 920-225-6259

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

- Aldon Station Infrastructure Construction, Village of Ashwaubenon, Wisconsin
BATC performed testing for the general contractor on a mass fill / utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Riverview Construction
Project Contact: Matt Athey
Contact Number: 920-609-1025

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6.0 SUPPLEMENTAL FEE SCHEDULE

BATC FEE SCHEDULE 2021

Soil and Aggregate Laboratory Services:

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

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	\$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	\$80.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	\$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	\$12.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$38.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$18.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$5.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$20.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$8.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$9.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$40.00/Each
35.	Case of Cylinder Molds	\$28.00/Case
36.	Mileage	\$0.30/Mile
37.	Nuclear Gauge Rental	\$25.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½day:\$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$16.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

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Field Services Staff:

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

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2021 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

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Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC.

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$60.00	\$600.00
Project Engineer	HR	15	\$80.00	\$1,200.00
Staff Engineer	HR	50	\$60.00	\$3,000.00
Field Technician				
Senior Technician	HR	50	\$44.00	\$2,200.00
Technician	HR	400	\$35.00	\$14,000.00
Clerical	HR	50	\$30.00	\$1,500.00
Mileage	MI	5,000	\$0.30	\$1,500.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	16		
Laboratory Testing Services				
Standard Proctor	EA	1	\$105.00	\$105.00
Modified Proctor	EA	10	\$115.00	\$1,150.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$12.00	\$6,000.00
Concrete Compression Test (Cylinder by City)	EA	10	\$12.00	\$120.00
Handling of Backup Cylinders	EA	160	\$5.00	\$800.00
Aggregate Sieve Analysis	EA	10	\$60.00	\$600.00
Atterberg Limits	EA	1	\$45.00	\$45.00
Permeability, Granular Soils	EA	1	\$225.00	\$225.00
Permeability, Cohesive Soils	EA	1	\$275.00	\$275.00
Field Technician Services				
Sample Pickup	EA	1	\$50.00	\$50.00
Nuclear Density Gauge	½ DAY	100	\$25.00	\$2,500.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	N/A	N/A
Soil Boring	VF	150	N/A	N/A
Report	EA	1	N/A	N/A

CITY OF DE PERE MEMO



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

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

Date: January 11, 2021

RE: **Consideration and possible action on Quotes for 2021 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2021 construction projects. The total cost of this work was estimated using previous quantities as follows:

Materials Testing	Estimate
BATC	\$36,070.00
PSI	\$39,140.00
AET	\$45,265.00
ECS	\$47,116.00

Soil Boring	Estimate
ECS	\$4,250.00
PSI	\$5,592.50
AET	\$6,300.00

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at \$36,070.00 and the quote from ECS Midwest, LLC. (ECS) for soil borings estimated at \$4,250.00. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2021 CI_CALC_Materials_Testing_Comparison	(PDF)
2020 1207 CE_Materials Testing_BATC_Proposal	(PDF)
2020 1207 CE_Materials Testing_PSI_Proposal	(PDF)
2020 1207 CE_Materials Testing_American Engineering Testing, Inc	(PDF)
2020 1207 CE_Materials Testing_ECS_Proposal	(PDF)

Item	Unit	2021 Est. Amount	BATC		PSI		AET		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services										
Project Manager	Per hour	10.00	\$60.00	\$600.00	\$65.00	\$650.00	\$90.00	\$900.00	\$65.00	\$650.00
Project Engineer	Per hour	15.00	\$80.00	\$1,200.00	\$75.00	\$1,125.00	\$90.00	\$1,350.00	\$120.00	\$1,800.00
Staff Engineer	Per hour	50.00	\$60.00	\$3,000.00	\$65.00	\$3,250.00	\$90.00	\$4,500.00	\$95.00	\$4,750.00
Field Technician										
Senior Technician	Per hour	50.00	\$44.00	\$2,200.00	\$40.00	\$2,000.00	\$65.00	\$3,250.00	\$50.00	\$2,500.00
Technician	Per hour	400.00	\$35.00	\$14,000.00	\$35.00	\$14,000.00	\$45.00	\$18,000.00	\$45.00	\$18,000.00
Clerical	Per hour	50.00	\$30.00	\$1,500.00	\$25.00	\$1,250.00	\$35.00	\$1,750.00	\$35.00	\$1,750.00
Mileage	Per mile	5000.00	\$0.30	\$1,500.00	\$0.50	\$2,500.00		\$0.00	\$0.65	\$3,250.00
Laboratory Testing Services										
Standard Proctor	Per each	1.00	\$105.00	\$105.00	\$125.00	\$125.00	\$115.00	\$115.00	\$132.00	\$132.00
Modified Proctor	Per each	10.00	\$115.00	\$1,150.00	\$145.00	\$1,450.00	\$140.00	\$1,400.00	\$150.00	\$1,500.00
Concrete Compression Test (Cylinder by Company)	Per each	500.00	\$12.00	\$6,000.00	\$14.00	\$7,000.00	\$15.00	\$7,500.00	\$13.00	\$6,500.00
Concrete Compression Test (Cylinder by City)	Per each	10.00	\$12.00	\$120.00	\$14.00	\$140.00	\$15.00	\$150.00	\$20.00	\$200.00
Handling of Backup Cylinders	Per each	160.00	\$5.00	\$800.00	\$14.00	\$2,240.00	\$15.00	\$2,400.00	\$9.00	\$1,440.00
Aggregate Sieve Analysis	Per each	10.00	\$60.00	\$600.00	\$50.00	\$500.00	\$90.00	\$900.00	\$70.00	\$700.00
Atterberg Limits	Per each	1.00	\$45.00	\$45.00	\$75.00	\$75.00	\$90.00	\$90.00	\$64.00	\$64.00
Permeability, Granular Soils	Per each	1.00	\$225.00	\$225.00	\$275.00	\$275.00	\$290.00	\$290.00	\$320.00	\$320.00
Permeability, Cohesive Soils	Per each	1.00	\$275.00	\$275.00	\$325.00	\$325.00	\$425.00	\$425.00	\$320.00	\$320.00
Field Technician Services										
Sample Pickup	Per each	1.00	\$50.00	\$50.00	\$35.00	\$35.00	\$45.00	\$45.00	\$15.00	\$15.00
Nuclear Density Gauge	Per ½ day	100.00	\$25.00	\$2,500.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$30.00	\$3,000.00
Nuclear Density Gauge	Per day	5.00	\$40.00	\$200.00	\$40.00	\$200.00	\$40.00	\$200.00	\$45.00	\$225.00
MATERIAL TESTING TOTAL COST				\$36,070.00		\$39,140.00		\$45,265.00		\$47,116.00
Soil Boring		2021 Est.								
Mobilization	Per each	5.00			\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$250.00	\$1,250.00
Soil Boring	VF	150.00			\$13.95	\$2,092.50	\$18.00	\$2,700.00	\$12.00	\$1,800.00
Report	Per each	1.00			\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00
						\$5,592.50		\$6,300.00		\$4,250.00

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

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

Re: Proposal for Construction Material Testing Services
Proposed Soil Testing Services – 2021 Construction
De Pere, Wisconsin

Dear Mr. Kuffel,

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

Project Description

It is understood that the 2021 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlays, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb and gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

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

Earthwork

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



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

Concrete Observations and Testing

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

Fees

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

Closing

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

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



Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy

Patrick Bray

Branch Manager

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

**PROPOSAL ACCEPTANCE:**

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

PROJECT INFORMATION:

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

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

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandebroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: Patrick Bray

Digitally signed by Patrick Bray
DN: cn=Patrick Bray, o=Intertek-PSI, ou,
email=patrick.bray@intertek.com, c=US
Date: 2020.12.07 10:31:10 -0600

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$65.00	\$650.00
Project Engineer	HR	15	\$75.00	\$1,125.00
Staff Engineer	HR	50	\$65.00	\$3,250.00
Field Technician				
Senior Technician	HR	50	\$40.00	\$2,000.00
Technician	HR	400	\$35.00	\$14,000.00
Clerical	HR	50	\$25.00	\$1,250.00
Mileage	MI	5,000	\$0.50	\$2,500.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1	\$125.00	\$125.00
Modified Proctor	EA	10	\$145.00	\$1,450.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$14.00	\$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	\$14.00	\$140.00
Handling of Backup Cylinders	EA	160	\$14.00	\$2,240.00
Aggregate Sieve Analysis	EA	10	\$50.00	\$500.00
Atterberg Limits	EA	1	\$75.00	\$75.00
Permeability, Granular Soils	EA	1	\$275.00	\$275.00
Permeability, Cohesive Soils	EA	1	\$325.00	\$325.00
Field Technician Services				
Sample Pickup	EA	1	\$35.00	\$35.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$500.00	\$2,500.00
Soil Boring	VF	150	\$13.95	\$2,092.50
Report	EA	1	\$1,000.00	\$1,000.00



GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

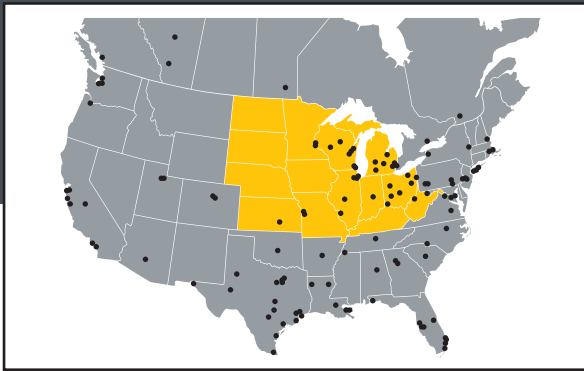
18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

B-900-11(14)

9/17

BUILDING & CONSTRUCTION CENTRAL REGION

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



Market Access. Risk Mitigation. Total Assurance.

Leverage the building, engineering, and construction market leader for all of your building product and construction and infrastructure projects. As the only firm with the ability to offer a full-suite of product-related testing and certification capabilities, and project-related assurance, testing, inspection, and consulting services, we bring customers a level of capabilities unparalleled in the industry. Intertek is your one solution for faster and more cost effective access to domestic and international markets.

Services Throughout the Entire Project Lifecycle

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



Global company. Local presence with over 100 offices and labs in North America.



+1 800 967 5352



icenter@intertek.com



intertek.com/building

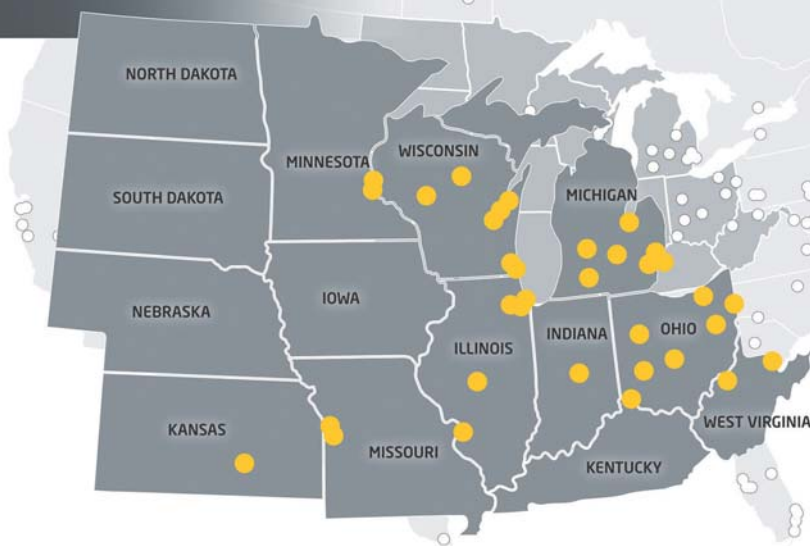


Pat Bray
Branch Manager
920-735-1200
patrick.bray@intertek.com

Brian Olesen, PE
Business Development Manager
920-202-6653
brian.olesen@intertek.com

Intertek-PSI
3009 Vandebroek Road
Kaukauna, WI 54130
+1 920-735-1200

Central



Our services include:

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

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

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

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

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

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

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

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

Built on legacy

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



Intertek



Intertek



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

December 4, 2020

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

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

RE: Proposal for Geotechnical Services/Construction Materials Consulting
2021 Construction Season
City of De Pere

Dear Mr. Rackers:

On behalf of American Engineering Testing Inc. (AET) we are pleased to submit our proposal for geotechnical services and construction materials consulting for 2021. We are submitting the proposal in response to your Request for Proposal dated November 18, 2020.

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

We look forward to providing consulting services to you.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in blue ink, appearing to read 'Zachary Kaup', is written over the printed name.

Zachary Kaup
Project Manager

Enclosures



December 4,
2020 Page 1 of 7

Proposal for Material Testing Services City of De Pere – 2021

Firm and Firm Representation

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

I, Zachary P. Kaup, hereby certify that I am entitled to represent the firm.

Zachary P. Kaup
Project Manager

December 4, 2020

General Information

AET is a geotechnical and material testing engineering firm licensed to provide engineering services by the State of Wisconsin Attorney General (License No. 2832-11). AET currently operates 17 offices and has a staff of over 400 individuals across the Upper Midwest. In Wisconsin, AET operates out of three offices; Green Bay, Wausau, and Chippewa Falls. The services for the 2021 City of De Pere Material Testing contract will be provided from our office in Green Bay.

Statement of Qualification

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

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



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

Project Description

The City of De Pere is planning capital improvements throughout 2021. Based on our experience and our review of the Request For Proposal (RFP), we understand the construction materials testing and geotechnical services programs generally covers the following services:

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



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2020 Page 3 of 7

- Specialty Testing and Consulting
 1. Ground Penetrating Radar (GPR) – AET can provide the City with GPR services to locate in-slab concrete reinforcement, including post-tension cables.
 2. Professional Consulting – AET staff can meet with City staff, aid with training, and provide support in staff development. AET also has professional staff with years of experience and can consult on a wide range of construction material products and geotechnical matters.
 3. Structural Steel Testing – This service consists on non-destructive testing of welds and bolted connections on existing and new structural components. We also provide inspection/testing of shop fabrication. The frequency of testing would vary on a project-by-project basis and will be as requested.

Project Experience and References

- Contacts: Ms. Jennifer McCartney Ms. Kristin Romanowicz
 City of Green Bay (920) 265-9638
 Green Bay, Wisconsin
 (920) 448-3093
 2012-2020 Construction Materials Testing – City of Green Bay, Wisconsin
- Contact: Mr. Sean Gehin
 Village of Allouez
 Green Bay, Wisconsin
 (920) 448-2802
 2019-2020 Field and Laboratory Quality Control Testing – Village of Allouez, Wisconsin

Key Personnel

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

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



December 4,
2020 Page 4 of 7

The following is a list of our key Green Bay office personnel and titles. AET billing falls under engineer and technician categories based on title. Billing rates are provided in the fee schedule located on pages 7 and 8 of this proposal.

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

Subcontractors

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

Additional Services

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

Ground Penetrating Radar – Pavement and Forensic Analysis

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

Falling Weight Deflectometer

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

Vibration Monitoring

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

Petrographic Analysis



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2020 Page 5 of 7

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

On-Call Approach

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

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

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

Rates

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

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

The unit prices provided will be in effect through the contract duration, December 31, 2021.



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2020 Page 6 of 7

Turn-Around / Reports

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

AET provides verbal test results on site to the City's designated representative, and if approved, directly to the contractor. AET will prepare a Daily Field Report (DFR) documenting attendance at a given project and detailing the tasks performed. A typed DFR will be submitted to the City along with field data collected. Laboratory test reports will be prepared as tests are completed. AET reports are distributed in electronic format (PDF) through our online Construction Hive. The Construction Hive is a personalized database an assigned user has control of to search, forward, download, or print selected reports.

Terms and Conditions

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

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

Construction Safety

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

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



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2020 Page 7 of 7

Acceptance

Please indicate your acceptance of this proposal by endorsing one the enclosed copies and returning it to us.

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

Sincerely,

American Engineering Testing, Inc.

A handwritten signature in blue ink, appearing to read 'Zachary Kaup', is written over a light blue horizontal line.

Zachary Kaup
Project Manager

Attachments: Proposed Fee Schedule

PROPOSAL ACCEPTED BY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Proposed Fee Schedule

Company Name: American Engineering Testing, Inc.

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

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

Company Representative: Zach Kaup – Project Manager

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$90.00	\$1,100.00
Project Engineer	HR	15	\$90.00	\$1,650.00
Staff Engineer	HR	50	\$90.00	\$5,500.00
Field Technician				
Senior Technician	HR	50	\$65.00	\$3,250.00
Technician	HR	400	\$45.00	\$18,000.00
Clerical	HR	50	\$35.00	\$1,750.00
Mileage	MI	5,000		
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	1.7		
Laboratory Testing Services				
Standard Proctor	EA	1	\$115.00	\$115.00
Modified Proctor	EA	10	\$140.00	\$1,400.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$15.00	\$7,500.00
Concrete Compression Test (Cylinder by City)	EA	10	\$15.00	\$150.00
Handling of Backup Cylinders	EA	160	\$15.00	\$2,400.00
Aggregate Sieve Analysis	EA	10	\$90.00	\$900.00
Atterberg Limits	EA	1	\$90.00	\$90.00
Permeability, Granular Soils	EA	1	\$290.00	\$290.00
Permeability, Cohesive Soils	EA	1	\$425.00	\$425.00
Field Technician Services				
Sample Pickup	EA	1	\$45.00	\$45.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$500.00	\$2,500.00
Soil Boring	VF	150	\$18.00	\$2,700.00
Traffic Control Requiring Flaggers	HR	N/A	\$175.00	---
Report	EA	1	\$1,100.00	\$1,100.00



ECS MIDWEST, LLC

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

December 7, 2020

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

ECS Proposal No: 59:3127

Re: Soil Testing Services – 2021 Construction
City of De Pere, Wisconsin

Mr. Kuffel:

ECS Midwest, LLC appreciates the opportunity to develop our relationship with the City of De Pere by providing geotechnical engineering and construction materials consulting services to support your 2021 projects. We feel ECS has the requisite capabilities, knowledge, and resources to successfully perform the City of De Pere's geotechnical and construction materials consulting services. By choosing ECS to perform consulting services for your projects in 2021, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

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

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

Respectfully submitted,

Troy Vetort, P.E.
Construction Materials Department Manager

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Troy Vetort, P.E.

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$65.00	\$650.00
Project Engineer	HR	15	\$120.00	\$1,800.00
Staff Engineer	HR	50	\$95.00	\$4,750.00
Field Technician				
Senior Technician	HR	50	\$50.00	\$2,500.00
Technician	HR	400	\$45.00	\$18,000.00
Clerical	HR	50	\$35.00	\$1,750
Mileage	MI	5,000	\$0.65	\$3,250
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	4		
Laboratory Testing Services				
Standard Proctor	EA	1	\$132.00	\$132.00
Modified Proctor	EA	10	\$150.00	\$1,500.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$13.00	\$6,500.00
Concrete Compression Test (Cylinder by City)	EA	10	\$20.00	\$200.00
Handling of Backup Cylinders	EA	160	\$9.00	\$1,440.00
Aggregate Sieve Analysis	EA	10	\$70.00	\$700.00
Atterberg Limits	EA	1	\$64.00	\$64.00
Permeability, Granular Soils	EA	1	\$320.00	\$320.00
Permeability, Cohesive Soils	EA	1	\$320.00	\$320.00
Field Technician Services				
Sample Pickup	EA	1	\$15.00	\$15.00
Nuclear Density Gauge	½ DAY	100	\$30.00	\$3,000.00
Nuclear Density Gauge	DAY	5	\$45.00	\$225.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$250.00	\$1,250.00
Soil Boring	VF	150	\$12.00	\$1,800.00
Report	EA	1	\$1,200.00	\$1,200.00

ECS MIDWEST, LLC

TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1** ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2** ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3** CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4** CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1** Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2** In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1** CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2** Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3** ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4** ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1** Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount

shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2** CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3** Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4** CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5** If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6** ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7** CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8** Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1** CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT- furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2** Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1** CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1** If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2** If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2** CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage,

or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

- 18.3** CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1** Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to

the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

- 19.2** To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3** It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT is A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.4** If CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.
- 19.5** IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

- 20.1** CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2** ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1** All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2** In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1** In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed.
- Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2** CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3** Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives

the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1** A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2** Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1** CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2** Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1** The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2** These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3** CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4** All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5** CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #21-13 Authorizing Agreement for Contractor Services between City of DePere and ECS Midwest, LLC (2021 Soil Boring).

The Board of Public Works at the January 11, 2021 meeting approved the quote for 2021 Soil Borings from ECS Midwest, LLC estimated at \$4,250 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-13 (PDF)
- Contractor Agreement-ECS Midwest (2021 Soil Boring)1-15-21-189-001-18 (PDF)
- Exhibit A-ECS Soil Boring (PDF)
- Exhibit B-ECS Soil Boring (PDF)
- 2021 0111 CI_BOPW_Materials_Testing (DOCX)
- 2021 CI_CALC_Materials_Testing_Comparison (PDF)
- 2020 1207 CE_Materials Testing_BATC (PDF)
- 2020 1207 CE_Materials Testing_PSI (PDF)
- 2020 1207 CE_Materials Testing_American Engineering Testing, Inc. (PDF)

RESOLUTION #21-13

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ECS MIDWEST, LLC
(2021 Soil Boring)

WHEREAS, the City is in need of soil boring services for its 2021 construction projects; and

WHEREAS, ECS Midwest, LLC has available and offers to provide personnel, equipment and professional assistance necessary to accomplish such soil boring services within the required timeframe.

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and ECS Midwest, LLC (2021 Soil Boring) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of January, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/11/2021

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ECS MIDWEST, LLC
(2021 Soil Boring)**

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and ECS Midwest, LLC, a Wisconsin limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform soil boring services for its 2021 construction projects as described in the City's Request for Proposals for Geotechnical Services, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

II. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit B based upon unit prices, to be invoiced on a monthly basis. Invoices shall include an itemization of charges. Payment to the Contractor is due upon receipt of an invoice by the City; however, no more than one invoice per month shall be submitted. Compensation for special services shall be as agreed upon by the City and Contractor and set forth in the written authorization for special services.

III. INSURANCE

The Contractor shall maintain during the course of the project, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage as well as an additional insured endorsement form naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. **LAWS TO BE OBSERVED.** The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Public Works Director may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such

purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the Director of Public Works, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

ECS Midwest, LLC
(2021 Soil Boring)
Page 5 of 6

If to City:

City of De Pere
Attn: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

ESC Midwest, LLC
Attn: Troy Vetort, P.E.
Construction Materials Department Manager
1280 Parkview Road
Green Bay, WI 54304

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

ECS MIDWEST, LLC

By:

CITY OF DE PERE

By:

Troy Vetort
Construction Materials Department Manager

James G. Boyd, Mayor

Printed Name: _____
Title: _____

Carey E. Danen, City Clerk

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

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ECS Midwest, LLC
(2021 Soil Boring)
Page 6 of 6

Request for Proposals For Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2021 construction materials consulting.

Your proposal must be submitted to our office by Tuesday, December 8, 2020 at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2021 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), concrete street construction/reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials and soil testing services and the soil boring services to separate firms.

SCOPE OF SERVICES:

Construction materials and soils testing services shall include, but are not limited to:

1. Earthwork Testing
2. Subgrade Compaction
3. Trench Compaction
4. Crushed Aggregate Base Course Testing (Material and Compaction)
5. Asphaltic Concrete Pavement Testing (Samples and Compaction)
6. Concrete Testing
7. Soil Borings
8. Field Observation Related to Soil and/or Construction Conditions

SCHEDULING:

The City will request services throughout the year. Generally, the City will give a 24 hour notice prior to needing service; however the City reserves the right for shorter notices.

INSURANCE:

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

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

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

The proposed fee schedule shall be submitted on the attached form. Estimated hours and testing quantities are based off of similar construction year totals.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Any account fee set-up charges shall be considered incidental to the items listed in the fee schedule attached with this agreement.

DELIVERY:

E-mail, in pdf format, copies of test results specific for each project to the City Engineer. Hard copies will not need to be provided. Report all failed test results by telephone to the project inspector within 24 hours of any failed test.

Provide four (4) hard copies for each soil boring report to the City.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each project.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10		
Project Engineer	HR	15		
Staff Engineer	HR	50		
Field Technician				
Senior Technician	HR	50		
Technician	HR	400		
Clerical	HR	50		
Mileage	MI	5,000		
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1		
Modified Proctor	EA	10		
Concrete Compression Test (Cylinder by Company)	EA	500		
Concrete Compression Test (Cylinder by City)	EA	10		
Handling of Backup Cylinders	EA	160		
Aggregate Sieve Analysis	EA	10		
Atterberg Limits	EA	1		
Permeability, Granular Soils	EA	1		
Permeability, Cohesive Soils	EA	1		
Field Technician Services				
Sample Pickup	EA	1		
Nuclear Density Gauge	½ DAY	100		
Nuclear Density Gauge	DAY	5		

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5		
Soil Boring	VF	150		
Report	EA	1		



December 7, 2020

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

ECS Proposal No: 59:3127

Re: Soil Testing Services – 2021 Construction
City of De Pere, Wisconsin

Mr. Kuffel:

ECS Midwest, LLC appreciates the opportunity to develop our relationship with the City of De Pere by providing geotechnical engineering and construction materials consulting services to support your 2021 projects. We feel ECS has the requisite capabilities, knowledge, and resources to successfully perform the City of De Pere's geotechnical and construction materials consulting services. By choosing ECS to perform consulting services for your projects in 2021, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

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

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

Respectfully submitted,

Troy Vetort, P.E.
Construction Materials Department Manager

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Troy Vetort, P.E.

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$65.00	\$650.00
Project Engineer	HR	15	\$120.00	\$1,800.00
Staff Engineer	HR	50	\$95.00	\$4,750.00
Field Technician				
Senior Technician	HR	50	\$50.00	\$2,500.00
Technician	HR	400	\$45.00	\$18,000.00
Clerical	HR	50	\$35.00	\$1,750
Mileage	MI	5,000	\$0.65	\$3,250
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	4		
Laboratory Testing Services				
Standard Proctor	EA	1	\$132.00	\$132.00
Modified Proctor	EA	10	\$150.00	\$1,500.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$13.00	\$6,500.00
Concrete Compression Test (Cylinder by City)	EA	10	\$20.00	\$200.00
Handling of Backup Cylinders	EA	160	\$9.00	\$1,440.00
Aggregate Sieve Analysis	EA	10	\$70.00	\$700.00
Atterberg Limits	EA	1	\$64.00	\$64.00
Permeability, Granular Soils	EA	1	\$320.00	\$320.00
Permeability, Cohesive Soils	EA	1	\$320.00	\$320.00
Field Technician Services				
Sample Pickup	EA	1	\$15.00	\$15.00
Nuclear Density Gauge	½ DAY	100	\$30.00	\$3,000.00
Nuclear Density Gauge	DAY	5	\$45.00	\$225.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$250.00	\$1,250.00
Soil Boring	VF	150	\$12.00	\$1,800.00
Report	EA	1	\$1,200.00	\$1,200.00

ECS MIDWEST, LLC

TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1** ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2** ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3** CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4** CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1** Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2** In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1** CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2** Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3** ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4** ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

- 14.0 CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1** Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount

shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2** CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3** Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4** CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5** If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6** ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7** CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8** Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1** CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT- furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2** Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1** CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1** If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2** If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2** CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage,

or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

- 18.3** CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1** Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to

the right to remove any individual or any individual from the jurisdiction with parties agree to waive any demand for a trial by jury.

- the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.
- 19.2** To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3** It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT is A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.4** If CLIENT is A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.
- 19.5** IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1** CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2** ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1** All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2** In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1** In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed.
- Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2** CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3** Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives

24.0 CURING A BREACH

- 24.1** A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

- 24.2** Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1** CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

- 25.2** Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1** The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2** These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3** CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4** All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5** CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >

CITY OF DE PERE MEMO



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

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

Date: January 11, 2021

RE: **Consideration and possible action on Quotes for 2021 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2021 construction projects. The total cost of this work was estimated using previous quantities as follows:

Materials Testing	Estimate
BATC	\$36,070.00
PSI	\$39,140.00
AET	\$45,265.00
ECS	\$47,116.00

Soil Boring	Estimate
ECS	\$4,250.00
PSI	\$5,592.50
AET	\$6,300.00

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at \$36,070.00 and the quote from ECS Midwest, LLC. (ECS) for soil borings estimated at \$4,250.00. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2021 CI_CALC_Materials_Testing_Comparison	(PDF)
2020 1207 CE_Materials Testing_BATC_Proposal	(PDF)
2020 1207 CE_Materials Testing_PSI_Proposal	(PDF)
2020 1207 CE_Materials Testing_American Engineering Testing, Inc	(PDF)
2020 1207 CE_Materials Testing_ECS_Proposal	(PDF)

Item	Unit	2021 Est. Amount	BATC		PSI		AET		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services										
Project Manager	Per hour	10.00	\$60.00	\$600.00	\$65.00	\$650.00	\$90.00	\$900.00	\$65.00	\$650.00
Project Engineer	Per hour	15.00	\$80.00	\$1,200.00	\$75.00	\$1,125.00	\$90.00	\$1,350.00	\$120.00	\$1,800.00
Staff Engineer	Per hour	50.00	\$60.00	\$3,000.00	\$65.00	\$3,250.00	\$90.00	\$4,500.00	\$95.00	\$4,750.00
Field Technician										
Senior Technician	Per hour	50.00	\$44.00	\$2,200.00	\$40.00	\$2,000.00	\$65.00	\$3,250.00	\$50.00	\$2,500.00
Technician	Per hour	400.00	\$35.00	\$14,000.00	\$35.00	\$14,000.00	\$45.00	\$18,000.00	\$45.00	\$18,000.00
Clerical	Per hour	50.00	\$30.00	\$1,500.00	\$25.00	\$1,250.00	\$35.00	\$1,750.00	\$35.00	\$1,750.00
Mileage	Per mile	5000.00	\$0.30	\$1,500.00	\$0.50	\$2,500.00		\$0.00	\$0.65	\$3,250.00
Laboratory Testing Services										
Standard Proctor	Per each	1.00	\$105.00	\$105.00	\$125.00	\$125.00	\$115.00	\$115.00	\$132.00	\$132.00
Modified Proctor	Per each	10.00	\$115.00	\$1,150.00	\$145.00	\$1,450.00	\$140.00	\$1,400.00	\$150.00	\$1,500.00
Concrete Compression Test (Cylinder by Company)	Per each	500.00	\$12.00	\$6,000.00	\$14.00	\$7,000.00	\$15.00	\$7,500.00	\$13.00	\$6,500.00
Concrete Compression Test (Cylinder by City)	Per each	10.00	\$12.00	\$120.00	\$14.00	\$140.00	\$15.00	\$150.00	\$20.00	\$200.00
Handling of Backup Cylinders	Per each	160.00	\$5.00	\$800.00	\$14.00	\$2,240.00	\$15.00	\$2,400.00	\$9.00	\$1,440.00
Aggregate Sieve Analysis	Per each	10.00	\$60.00	\$600.00	\$50.00	\$500.00	\$90.00	\$900.00	\$70.00	\$700.00
Atterberg Limits	Per each	1.00	\$45.00	\$45.00	\$75.00	\$75.00	\$90.00	\$90.00	\$64.00	\$64.00
Permeability, Granular Soils	Per each	1.00	\$225.00	\$225.00	\$275.00	\$275.00	\$290.00	\$290.00	\$320.00	\$320.00
Permeability, Cohesive Soils	Per each	1.00	\$275.00	\$275.00	\$325.00	\$325.00	\$425.00	\$425.00	\$320.00	\$320.00
Field Technician Services										
Sample Pickup	Per each	1.00	\$50.00	\$50.00	\$35.00	\$35.00	\$45.00	\$45.00	\$15.00	\$15.00
Nuclear Density Gauge	Per ½ day	100.00	\$25.00	\$2,500.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$30.00	\$3,000.00
Nuclear Density Gauge	Per day	5.00	\$40.00	\$200.00	\$40.00	\$200.00	\$40.00	\$200.00	\$45.00	\$225.00
MATERIAL TESTING TOTAL COST				\$36,070.00		\$39,140.00		\$45,265.00		\$47,116.00
Soil Boring		2021 Est.								
Mobilization	Per each	5.00			\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$250.00	\$1,250.00
Soil Boring	VF	150.00			\$13.95	\$2,092.50	\$18.00	\$2,700.00	\$12.00	\$1,800.00
Report	Per each	1.00			\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00
						\$5,592.50		\$6,300.00		\$4,250.00

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2021 CONSTRUCTION
CITY OF DE PERE, WISCONSIN**

CLIENT:

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

DATE:

NOVEMBER 18, 2020



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

November 18, 2020

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

Request for Proposal
Soil Testing Services
2021 Construction
City of De Pere, Wisconsin

Mr. Rakers,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2021 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted two (2) bound copies of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

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

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

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

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2021 CONSTRUCTION
CITY OF DE PERE**

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Soil Testing Services – 2021 Construction
City of De Pere

Request for Proposal
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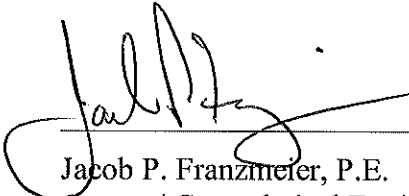
1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2021 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC
3125 Birch Road, Suite B
Suamico, WI 54173
Phone: 920-660-5246
Fax: 920-544-9693
Email: jake@bayareateesting.com

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



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

11/18/2020

Date

1.2 Statement of Qualifications

In December, 2010, BATC was established in Green Bay, Wisconsin, to provide independent construction materials testing for various private, commercial, and municipal projects, along with Wisconsin Department of Transportation (WisDOT) projects. BATC is currently on the WisDOT list of qualified laboratories for concrete, soil, aggregate, and asphalt testing. BATC also participates in the AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program for Coarse Aggregate. Since our staff has a wide variety of experience on projects throughout the state, our extensive knowledge and experience in soil, concrete, and asphalt field and laboratory testing results in exceptional quality control.

Further, our company goal is to provide accurate, detailed, and repeatable quality control results in a timely manner. Since all of our staff members have both extensive field and laboratory experience, we maintain that our test results are done both precisely and promptly, no matter who performs the testing, saving our clients both time and money.

All of our staff members are certified at different levels based on their experience and capabilities. Further, as an organization, we currently have certified personnel through the American Concrete Institute, the Wisconsin Department of Transportation Highway Technician Certification Program, and Troxler Laboratories. The following list contains the certifications and qualifications BATC employees currently maintain:

- Wisconsin DOT Certified PCC Technician – Level II
- Wisconsin DOT Certified PCC Technician – Level I
- Wisconsin DOT Certified ATTS Technician
- Wisconsin DOT Certified Aggregate Technician – Level I
- Wisconsin DOT Certified Grading Technician
- Wisconsin DOT Certified Aggregate Sampling Technician
- Wisconsin DOT Certified Concrete Strength Tester
- Wisconsin DOT Certified Nuclear Density Technician
- Wisconsin DOT Certified Asphalt Technician – Level ITP
- ACI Concrete Field Technician – Level I
- Soil Moisture/Density Operator – Troxler Electronics Labs, Inc.

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an “as-needed” basis for the 2021 construction season under a fixed fee, open-ended contract. Our understanding of the scope of services includes but is not limited to the following:

- Earthwork Testing
- Subgrade Compaction
- Trench Compaction
- Crushed Aggregate Base Course Testing (Material and Compaction)
- Asphaltic Concrete Pavement Testing (Samples and Compaction)
- Concrete Testing
- Soil Borings
- Field Observation Related to Soil and/or Construction Conditions

BATC understands that the City of De Pere would like a firm that can provide the above listed scope of services in a timely and professional manner in compliance with industry standards, by certified technicians and engineers under the direct supervision of a Professional Engineer, licensed in the State of Wisconsin. Most test results will be submitted to the City within 24 hours, unless a further detailed analysis is needed to provide a more cost effective solution to the problem. All reports will be submitted in PDF format and paper copies will be provided, if requested.

2.1 Overview of Construction Materials Testing

BATC will provide construction materials field testing for the 2021 City of De Pere contract. BATC will be responsible for the concrete testing, soil and aggregate laboratory testing, soil and asphalt density testing, and asphalt sampling, as well as construction inspections and observations upon the City's request. For this contract, BATC will utilize subcontract services for some of the specialty laboratory testing services, if needed.

Some of the laboratory services that can be provided are: washed and unwashed sieve analysis, standard and modified proctors, Atterberg Limits, hydrometer testing, double hydrometer testing, percent material finer than the #200 sieve testing, fractured face count of coarse aggregate, specific gravity of fine and coarse aggregates, L.A. Abrasion, freeze-thaw soundness, sodium sulfate soundness, lightweight particles, organic content, organic impurities testing, compressive strength of concrete, mortar, and grout, flexural and splitting tensile strength of concrete, asphalt extraction and gradation including asphalt content, and determination of theoretical maximum density of bituminous concrete.

Some of the field testing services that can be provided are: slump, air content, temperature, unit weight, and yield of plastic concrete; soil bearing capacity verification; proof-rolling observations of subgrade soils; nuclear density testing of soil, base aggregate, and asphalt; concrete and asphalt coring and analysis; rebar inspection; mortar and grout testing; and concrete batch plant inspections, if requested.

The list of laboratory and field testing services that BATC listed above is not a complete list of tests that could be performed. As demand increases for a particular testing procedure, and as our company continues to grow, BATC evaluates our services on a case by case basis and determines whether or not to expand our services to meet the demand of the requested testing procedure.

2.2 City of De Pere Materials Testing Scope of Services

Prior to the start of each project for the City, BATC would like to obtain any available project plans and specifications, if allowed by the City contracts. If available, these plans and specifications can be submitted to us electronically. We have found with working in municipalities over the years, it is convenient for the field technicians to have project plans in case a situation arises wherein a City of De Pere inspector is not able to be on-site. During the peak of the construction season, we request a 24 hour courtesy call prior to on-site testing but in reality, we can typically make it on-site within 4 hours of being notified, and more times than not, sooner than 4 hours. BATC takes pride in reliable and timely service to our clients.

2.2.1 Earthwork, Subgrade and Trench Compaction, and Crushed Aggregate Base Course Testing Services

BATC field staff will provide base aggregate and soil sampling and testing, as requested, on projects throughout the City of De Pere. We will either obtain samples on-site after the material is delivered to the construction site or stockpiled on-site, or we will obtain samples from the pit or quarry using proper sampling methods. Further, we will provide test results for sieve analyses and proctor tests on granular soils typically within 24 hours of obtaining samples. However, when cohesive soils will be utilized for backfilling utility trenches or used for pond liners, proctor test results will typically be available within 36 hours of obtaining the sample because of the additional preparation time needed for cohesive soils.

After the completion of the laboratory testing and approval of the source by the City of De Pere, BATC will provide nuclear density testing on sub-base and base course, trench backfill, and/or structural fill materials. BATC will immediately notify the City of De Pere inspector of all test results before leaving the jobsite. If the inspector cannot be found on-site or by telephone, the City Project Manager will be notified prior to the technician's departure from the jobsite. Test results for compaction testing will be sent to the City of De Pere within 24 hours of our return to the laboratory.

2.2.2 Asphaltic Concrete Pavement Testing Services

During paving operations, BATC staff will provide on-site asphalt density testing and asphalt sampling on an as requested basis. Sampling of asphalt pavement may occur on-site or at the asphalt plant either by our qualified staff or the asphalt suppliers' staff, depending on the asphalt suppliers' insurance and liability restrictions. In either case, BATC personnel will be present during the sampling of the asphalt to ensure proper sampling techniques are followed. We typically require a 12 hour notice for any field sampling and testing, but will try to accommodate the schedule of either the City or asphalt paving contractor with a notice of 4 hours.

After sampling, BATC personnel will return the asphalt sample to our laboratory to perform testing. We are capable and our laboratory is certified to perform asphalt extraction and gradation analysis, including asphalt content, and theoretical maximum density of bituminous pavement. If further analysis is needed, such as determining the bulk density by use of gyratory compaction methods in the laboratory, we may have to employ a subcontractor to perform these services. However, we can determine bulk specific gravity of in-place compacted asphalt pavement from core samples from the roadway during construction, if needed. Test results for asphalt density testing will be provided within 48 hours of receiving the sample. Asphalt extraction and gradation and theoretical maximum density determination laboratory asphalt testing will be provided within 36 hours of receiving the sample.

2.2.3 Concrete Testing Services

Based on our past experience working with the City of De Pere, typically concrete testing and cylinders would be cast by BATC, but some may be cast by City of De Pere inspectors. When providing concrete testing services, BATC will conduct slump, air content, and temperature tests, and cast four (4) standard 6" x 12" concrete cylinders, unless directed otherwise. BATC will typically pick-up cylinders within 24 hours of cylinders being cast, but in no case will cylinders be in the field longer than 48 hours. We understand that the most critical time period for cylinders is within the first 48 hours of curing in the field. Therefore, we will do our best to

ensure all cylinders cast by BATC and the City of De Pere inspectors cure at the proper initial curing temperature and record maximum/minimum temperatures upon pick-up of the cylinder sets. If we notice that cylinders are curing too hot or too cold during the initial cure, we will immediately contact the City Project Manager and discuss methods to ensure proper curing methods. Test results for field testing will be reported to the City Inspector immediately after testing, with a written report sent to the City typically within 24 hours of testing. Compressive strength testing will be conducted at 7 and 28 days and reports will be sent to the City usually within 24 hours after the testing is completed. However, if concrete compressive strength does not meet the required 7-day or 28-day strength, BATC will immediately contact the City Project Manager to discuss the next course of action.

2.2.4 Soil Borings

Since we currently do not conduct or subcontract drilling services to provide soil borings, we will not be providing a price for the soil boring portion of this contract. However, in the future, we may provide prices for soil borings, if requested, on a case-by-case basis.

2.2.5 Construction Inspection and Observations

BATC will provide construction inspection and/or observations on an as requested basis throughout the 2021 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the necessary field and laboratory testing to fulfill the intention of the specifications or

recommendations.

For structural concrete observations before and at the completion of concrete pours, BATC will provide documentation that the number, size, splice lengths and locations, and clear cover of the reinforcement steel match the reinforcement schedule prior to placement of concrete. If there is a deficiency in the reinforcement steel, BATC will immediately contact the project inspector or project engineer and the issue will be resolved prior to the placement of concrete. Further, if requested, BATC will also document the placement, orientation, and location of any structural bolt settings in accordance with the structural drawings. Also, BATC will ensure concrete placement is done in conformance with the most recent ACI and ASTM procedures for form work, perform mix design reviews, and review and recommend proper consolidation and curing techniques. Construction Inspection and/or Observation written reports will be available to the City within 48 hours of our return to the laboratory.

BATC can also provide concrete batch plant inspections, if requested by the City. BATC would travel to the concrete batch plant, perform the inspections in accordance with ACI 311.5 and document any deficiencies with the batch plant. These deficiencies would be documented during the inspection process and verbally reported to the City immediately following the inspection. The batch plant inspection report would be available to the City in writing within 24 hours of the completion of the inspection.

2.2.6 Additional Field and Laboratory Testing

BATC is capable and certified to perform a wide variety of specialty testing not typically requested on projects. Further, additional services include masonry testing and observations, sprayed applied fire-proofing testing, caisson inspections, moisture-vapor transmission testing, concrete and asphalt coring for thickness, concrete distress evaluations, smoke pencil testing of exterior building wall coverings, flexural and splitting tensile strength of concrete specimens, double hydrometer testing, and flat and/or elongated particle testing. Depending on what the circumstances are regarding the additional services, we will be able to perform the above testing

on an as-requested basis.

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, P.E.

Professional Engineer/Staff Engineer/Field Operations Manager/Chief Quality Control Officer

Jacob will be the primary contact for the construction materials testing services for this contract. Jacob has over 15 years of experience in construction materials testing, site recommendations and trouble shooting, and geotechnical engineering. Jacob is the Field Operations Manager/Lab Supervisor of BATC. His duties include overseeing all operations of BATC from scheduling technicians to reviewing field reports. He is also BATC's Radiation Safety Officer and Chief Quality Control Officer for the WisDOT Laboratory Certification. Jacob will be the direct contact for this contract and will be coordinating the material testing, including concrete, asphalt, soil, base aggregate, and any other testing services needed for the City contract. He will also be attending all meetings that require our attendance as requested by the City. Further, he will also conduct field work involving engineering recommendations and inspections, and on occasion field materials testing, if needed or if immediate testing is requested by the City. Jacob is licensed in the State of Wisconsin as a Professional Engineer.

Henry P. Koch, CET

Senior Engineering Technician

Henry has over 25 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Matt Scriven

Senior Engineering Technician

Matt has over 10 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, concrete coring, and many more. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and aggregate sieve analysis, and many more. Matt is certified to perform all of the field and laboratory testing with the exception of the asphalt mix laboratory testing.

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Austin Dier, CET
Engineering Technician

Austin has over 8 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

Ethan Bornick, CET
Engineering Technician

Ethan has over 8 years of experience as both a field and laboratory technician. His field experience includes soil subgrade bearing capacity verification, proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Ethan is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

Justin VandenHeuvel, CET
Engineering Technician

Justin has almost 2 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Justin is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

Depending on the schedule for the day and the complexity of the City project, any of the above staff may be sent to the projects. However, a majority of the field testing will be performed by either a Senior Engineering Technician or an Engineering Technician. Further, if the project is complex and requires more extensive testing and observations, either a Senior Engineering Technician or a Staff Engineer would be scheduled to the project because of their experience. If a project would require a recommendation regarding either an alternative construction method or a change in design, a Staff Engineer or a Professional Engineer would be scheduled for that

particular case. Only in cases in which the City would need an immediate response to a project, any of the staff personnel could be scheduled to that project to ensure that the required testing is performed, especially if the testing is critical to the project schedule.

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

We understand in some cases project plans change and a quick response is required with very little notice. With our past experience on similar projects, especially working with time critical concrete pours, such as with the Wisconsin Department of Transportation, we recognize that at times the City of De Pere will need an immediate response. As stated previously, BATC takes pride in reliable and timely service. For instance, the office phone is always with the owner and field coordinator, Mr. Franzmeier, day and night, weekdays, and on the weekends. All phone calls for BATC run through one point of contact, ensuring that all scheduling gets to the technicians as quickly and efficiently as possible. If a situation would arise that requires immediate testing in the City of De Pere, a BATC staff member will almost always be there when needed or within a reasonable time limit, day or night, if requested. Also, based on previous year's project locations, we generally have multiple projects in or near the City of De Pere. With this many projects in the area, we will have more flexibility with our schedule and a more timely response if something is not scheduled and work needs to be performed. Typically, if Saturday work is expected for an upcoming weekend, we would ask to have a curtesy call prior to Friday to inform us. We understand that sometimes weekend work is unexpected and is usually last minute scheduling by the contractor, which we can typically accommodate.

4.2 BATC Approach

BATC's primary goal is to provide affordable quality control while emphasizing safety and team work. We have experience in almost all facets of the construction project, from soil assessments in the geotechnical phase to inspecting and testing construction materials during the construction phase. BATC, as a part of your construction team, is committed to the success of your projects. One of our goals as a smaller company is to achieve exceptional quality control on each project to ensure our client's satisfaction. We will assist both the project engineer and project inspector in the scheduling and management of the quality control by being proactive and we will be available anytime for questions you may have before, during, and after the completion of the project. Our success depends on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

5.0 PREVIOUS PROJECTS

BATC has performed construction materials testing on a wide variety of projects throughout the state in recent years. The following is a list of recent projects of similar nature that BATC was contracted to perform, a brief description of the services performed, and references for each of the contracts:

➤ 2011, 2016, 2019, and 2020 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin

BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.

Contracting Party: City of De Pere

Project Contact: Chase K. Kuffel

Contact Number: 920-339-4060

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➤ Titletown Development Phase I and Phase II, Green Bay, Wisconsin

BATC is currently performing all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, fireproofing inspections, and construction observations.

Contracting Party: Sterling Development Group

Project Contact: Adam Bickoff

Contact Number: 201-207-9205

➤ Titletown – Bellin Clinic, Ashwaubenon, Wisconsin

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

Contracting Party: Miron Construction Company

Project Contact: Chad Theilman

Contact Number: 920-585-3780

➤ City of Kaukauna – Project 1-17, 1-18, 1-19, 1-20, Kaukauna, Wisconsin

BATC performed the construction materials testing contract for the City of Kaukauna Project 1-17, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.

Contracting Party: Vinton Construction Company

Project Contact: Ron Raboine

Contact Number: 920-682-0375

➤ Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin

BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.

Contracting Party: Peters Concrete Company

Project Contact: Brian Bartels

Contact Number: 920-494-3700

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- Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin
BATC performed all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
Contracting Party: Aurora Baycare Medical Center
Project Contact: Barbara Johnson
Contact Number: 920-288-4033

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

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

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

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

- Aldon Station Infrastructure Construction, Village of Ashwaubenon, Wisconsin
BATC performed testing for the general contractor on a mass fill / utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Riverview Construction
Project Contact: Matt Athey
Contact Number: 920-609-1025

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6.0 SUPPLEMENTAL FEE SCHEDULE

BATC FEE SCHEDULE 2021

Soil and Aggregate Laboratory Services:

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

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	\$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	\$80.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	\$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	\$12.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$38.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$18.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$5.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$20.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$8.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$9.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$40.00/Each
35.	Case of Cylinder Molds	\$28.00/Case
36.	Mileage	\$0.30/Mile
37.	Nuclear Gauge Rental	\$25.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½day:\$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$16.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

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Field Services Staff:

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

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2021 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

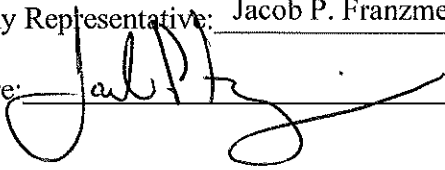
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC.

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$60.00	\$600.00
Project Engineer	HR	15	\$80.00	\$1,200.00
Staff Engineer	HR	50	\$60.00	\$3,000.00
Field Technician				
Senior Technician	HR	50	\$44.00	\$2,200.00
Technician	HR	400	\$35.00	\$14,000.00
Clerical	HR	50	\$30.00	\$1,500.00
Mileage	MI	5,000	\$0.30	\$1,500.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	16		
Laboratory Testing Services				
Standard Proctor	EA	1	\$105.00	\$105.00
Modified Proctor	EA	10	\$115.00	\$1,150.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$12.00	\$6,000.00
Concrete Compression Test (Cylinder by City)	EA	10	\$12.00	\$120.00
Handling of Backup Cylinders	EA	160	\$5.00	\$800.00
Aggregate Sieve Analysis	EA	10	\$60.00	\$600.00
Atterberg Limits	EA	1	\$45.00	\$45.00
Permeability, Granular Soils	EA	1	\$225.00	\$225.00
Permeability, Cohesive Soils	EA	1	\$275.00	\$275.00
Field Technician Services				
Sample Pickup	EA	1	\$50.00	\$50.00
Nuclear Density Gauge	½ DAY	100	\$25.00	\$2,500.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	N/A	N/A
Soil Boring	VF	150	N/A	N/A
Report	EA	1	N/A	N/A

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

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

Re: Proposal for Construction Material Testing Services
Proposed Soil Testing Services – 2021 Construction
De Pere, Wisconsin

Dear Mr. Kuffel,

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

Project Description

It is understood that the 2021 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlays, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb and gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

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

Earthwork

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



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

Concrete Observations and Testing

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

Fees

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

Closing

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

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



Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy

Patrick Bray
Branch Manager

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

**PROPOSAL ACCEPTANCE:****AGREED TO, THIS _____ DAY OF _____, 2020****BY (please print):** _____**TITLE:** _____**COMPANY:** _____**SIGNATURE:** _____**PROJECT INFORMATION:**

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

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

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandebroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: Patrick Bray

Digitally signed by Patrick Bray
DN: cn=Patrick Bray, o=Intertek-PSI, ou,
email=patrick.bray@intertek.com, c=US
Date: 2020.12.07 10:31:10 -0600

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$65.00	\$650.00
Project Engineer	HR	15	\$75.00	\$1,125.00
Staff Engineer	HR	50	\$65.00	\$3,250.00
Field Technician				
Senior Technician	HR	50	\$40.00	\$2,000.00
Technician	HR	400	\$35.00	\$14,000.00
Clerical	HR	50	\$25.00	\$1,250.00
Mileage	MI	5,000	\$0.50	\$2,500.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1	\$125.00	\$125.00
Modified Proctor	EA	10	\$145.00	\$1,450.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$14.00	\$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	\$14.00	\$140.00
Handling of Backup Cylinders	EA	160	\$14.00	\$2,240.00
Aggregate Sieve Analysis	EA	10	\$50.00	\$500.00
Atterberg Limits	EA	1	\$75.00	\$75.00
Permeability, Granular Soils	EA	1	\$275.00	\$275.00
Permeability, Cohesive Soils	EA	1	\$325.00	\$325.00
Field Technician Services				
Sample Pickup	EA	1	\$35.00	\$35.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$500.00	\$2,500.00
Soil Boring	VF	150	\$13.95	\$2,092.50
Report	EA	1	\$1,000.00	\$1,000.00



GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

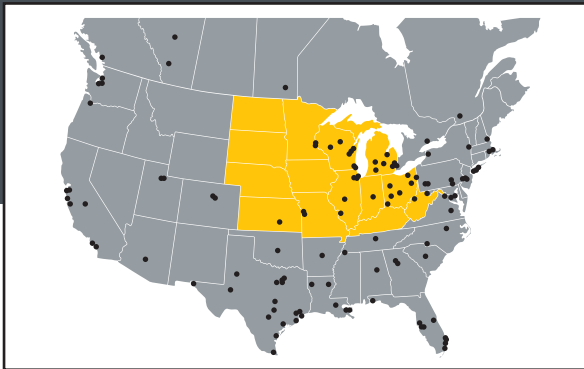
18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

B-900-11(14)

9/17

BUILDING & CONSTRUCTION CENTRAL REGION

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



Market Access. Risk Mitigation. Total Assurance.

Leverage the building, engineering, and construction market leader for all of your building product and construction and infrastructure projects. As the only firm with the ability to offer a full-suite of product-related testing and certification capabilities, and project-related assurance, testing, inspection, and consulting services, we bring customers a level of capabilities unparalleled in the industry. Intertek is your one solution for faster and more cost effective access to domestic and international markets.

Services Throughout the Entire Project Lifecycle

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



Global company. Local presence with over 100 offices and labs in North America.



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icenter@intertek.com



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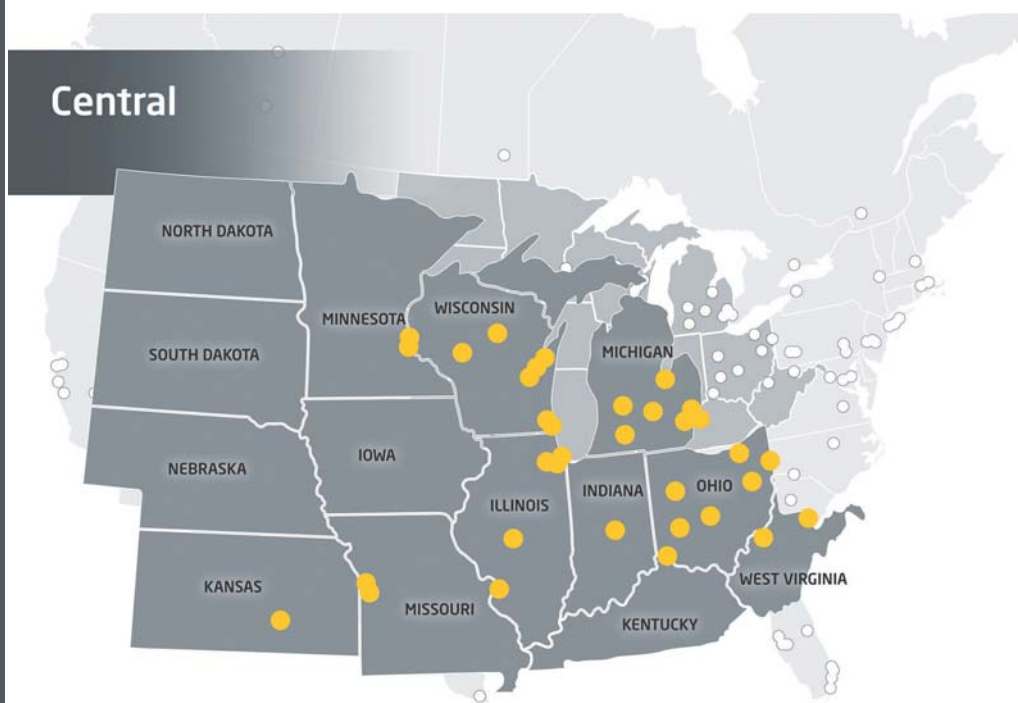


Pat Bray
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Central



Our services include:

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

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

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

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

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

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

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

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

Built on legacy

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



Intertek



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CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

December 4, 2020

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

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

RE: Proposal for Geotechnical Services/Construction Materials Consulting
2021 Construction Season
City of De Pere

Dear Mr. Rackers:

On behalf of American Engineering Testing Inc. (AET) we are pleased to submit our proposal for geotechnical services and construction materials consulting for 2021. We are submitting the proposal in response to your Request for Proposal dated November 18, 2020.

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

We look forward to providing consulting services to you.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in blue ink, appearing to read 'Zachary Kaup', is written over the printed name.

Zachary Kaup
Project Manager

Enclosures



December 4,
2020 Page 1 of 7

Proposal for Material Testing Services City of De Pere – 2021

Firm and Firm Representation

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

I, Zachary P. Kaup, hereby certify that I am entitled to represent the firm.

Zachary P. Kaup
Project Manager

December 4, 2020

General Information

AET is a geotechnical and material testing engineering firm licensed to provide engineering services by the State of Wisconsin Attorney General (License No. 2832-11). AET currently operates 17 offices and has a staff of over 400 individuals across the Upper Midwest. In Wisconsin, AET operates out of three offices; Green Bay, Wausau, and Chippewa Falls. The services for the 2021 City of De Pere Material Testing contract will be provided from our office in Green Bay.

Statement of Qualification

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

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



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

Project Description

The City of De Pere is planning capital improvements throughout 2021. Based on our experience and our review of the Request For Proposal (RFP), we understand the construction materials testing and geotechnical services programs generally covers the following services:

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



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2020 Page 3 of 7

- Specialty Testing and Consulting
 1. Ground Penetrating Radar (GPR) – AET can provide the City with GPR services to locate in-slab concrete reinforcement, including post-tension cables.
 2. Professional Consulting – AET staff can meet with City staff, aid with training, and provide support in staff development. AET also has professional staff with years of experience and can consult on a wide range of construction material products and geotechnical matters.
 3. Structural Steel Testing – This service consists on non-destructive testing of welds and bolted connections on existing and new structural components. We also provide inspection/testing of shop fabrication. The frequency of testing would vary on a project-by-project basis and will be as requested.

Project Experience and References

- Contacts: Ms. Jennifer McCartney Ms. Kristin Romanowicz
 City of Green Bay (920) 265-9638
 Green Bay, Wisconsin
 (920) 448-3093
 2012-2020 Construction Materials Testing – City of Green Bay, Wisconsin
- Contact: Mr. Sean Gehin
 Village of Allouez
 Green Bay, Wisconsin
 (920) 448-2802
 2019-2020 Field and Laboratory Quality Control Testing – Village of Allouez, Wisconsin

Key Personnel

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

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



December 4,
2020 Page 4 of 7

The following is a list of our key Green Bay office personnel and titles. AET billing falls under engineer and technician categories based on title. Billing rates are provided in the fee schedule located on pages 7 and 8 of this proposal.

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

Subcontractors

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

Additional Services

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

Ground Penetrating Radar – Pavement and Forensic Analysis

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

Falling Weight Deflectometer

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

Vibration Monitoring

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

Petrographic Analysis



December 4,
2020 Page 5 of 7

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

On-Call Approach

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

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

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

Rates

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

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

The unit prices provided will be in effect through the contract duration, December 31, 2021.



December 4,
2020 Page 6 of 7

Turn-Around / Reports

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

AET provides verbal test results on site to the City's designated representative, and if approved, directly to the contractor. AET will prepare a Daily Field Report (DFR) documenting attendance at a given project and detailing the tasks performed. A typed DFR will be submitted to the City along with field data collected. Laboratory test reports will be prepared as tests are completed. AET reports are distributed in electronic format (PDF) through our online Construction Hive. The Construction Hive is a personalized database an assigned user has control of to search, forward, download, or print selected reports.

Terms and Conditions

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

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

Construction Safety

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

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



December 4,
2020 Page 7 of 7

Acceptance

Please indicate your acceptance of this proposal by endorsing one the enclosed copies and returning it to us.

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

Sincerely,

American Engineering Testing, Inc.

A handwritten signature in blue ink, appearing to read 'Zachary Kaup', is written over a light blue horizontal line.

Zachary Kaup
Project Manager

Attachments: Proposed Fee Schedule

PROPOSAL ACCEPTED BY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Proposed Fee Schedule

Company Name: American Engineering Testing, Inc.

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

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

Company Representative: Zach Kaup – Project Manager

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$90.00	\$1,100.00
Project Engineer	HR	15	\$90.00	\$1,650.00
Staff Engineer	HR	50	\$90.00	\$5,500.00
Field Technician				
Senior Technician	HR	50	\$65.00	\$3,250.00
Technician	HR	400	\$45.00	\$18,000.00
Clerical	HR	50	\$35.00	\$1,750.00
Mileage	MI	5,000		
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	1.7		
Laboratory Testing Services				
Standard Proctor	EA	1	\$115.00	\$115.00
Modified Proctor	EA	10	\$140.00	\$1,400.00
Concrete Compression Test (Cylinder by Company)	EA	500	\$15.00	\$7,500.00
Concrete Compression Test (Cylinder by City)	EA	10	\$15.00	\$150.00
Handling of Backup Cylinders	EA	160	\$15.00	\$2,400.00
Aggregate Sieve Analysis	EA	10	\$90.00	\$900.00
Atterberg Limits	EA	1	\$90.00	\$90.00
Permeability, Granular Soils	EA	1	\$290.00	\$290.00
Permeability, Cohesive Soils	EA	1	\$425.00	\$425.00
Field Technician Services				
Sample Pickup	EA	1	\$45.00	\$45.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$500.00	\$2,500.00
Soil Boring	VF	150	\$18.00	\$2,700.00
Traffic Control Requiring Flaggers	HR	N/A	\$175.00	---
Report	EA	1	\$1,100.00	\$1,100.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Consideration and Possible Action to Amend the City's Phase One Facilities Plan to Allow In-Person Public Meetings - Requested by Alderperson Carpenter.

ATTACHMENTS:

- Request for In-Person Public Meetings Memo 1-19-21 (PDF)
- De Pere Reopening Guideline - Phase 1 6-8-20 (PDF)
- De Pere Reopening Guideline - Phase 2 8-4-20 (PDF)

CITY OF DE PERE MEMO



To: Mayor and City Council

From: Lawrence M. Delo, City Administrator

Date: January 19, 2021

RE: Request to Consider In-Person Public Meetings

Aldersperson Carpenter has requested the City Council consider amending the existing City Council policies that regulate when elected officials, City staff and the public can attend public meetings in-person. The City Council had previously adopted a Phase One Plan and a Phase Two Plan that address access to public facilities during the COVID-19 pandemic. I have attached a copy of both plans for your convenience.

The City is currently operating under the Phase One Plan guidelines. The following section of the Phase One Plan would need to be amended to allow for in-person attendance at public meetings:

Phase One - Public Meeting Attendance: All municipal City Council, Committee, Commission and Board meetings will be conducted virtually until further notice. The public can participate by following the instructions and links for either phone or internet service participation provided on the agenda segment of the City's Website at www.deperewi.gov.

The previously adopted Phase Two plan already allows for in-person meeting attendance with the following text:

Phase Two - Public Meeting Attendance: All municipal City Council, Committee, Commission and Board meetings will be conducted simultaneously in person and virtually until further notice. The public can participate by attending the meeting in person or by following the instructions and links for either phone or internet service participation provided on the agenda segment of the City's Website at www.deperewi.gov.

If the City Council wishes to proceed with allowing in-person meetings prior to the community meeting the Phase Two Plan criteria, the Administration recommends amending the "Public Meeting Attendance" language listed above for both the Phase One and Phase Two plans to eliminate the word "simultaneously" so that both plans read: All municipal City Council, Committee, Commission and Board meetings will be conducted in person and/or virtually until

further notice. The public can participate by attending the meeting in person or by following the instructions and links for either phone or internet service participation provided on the agenda segment of the City's Website at www.deperewi.gov

This will allow flexibility for future public meeting attendance to be either in-person or virtual, depending on the circumstances that may arise (for example, lack of quorum for an in-person meeting).



REOPENING PLAN PHASE 1

Overview

Effective: June 15, 2020

(or sooner if physical signs , barriers and staffing are in place)

The table below provides a general guide for City staff and the community for the Initial Phase Plans of Reopening facilities and City programs owned and/or managed by the City of De Pere. Each facility has a separate plan with regards to appropriate personal protective equipment (PPE) and cleaning routines to ensure the facility is reopened as safely as possible with appropriate risk mitigation measures in place.

In addition, the City recognizes the use of face coverings and the processes utilized to conduct public meetings impacts numerous facilities and therefore, are discussed separately below outside of the guidelines identified in the table.

Face Masks and Face Coverings: The City strongly recommends all citizens wear a face mask or face covering when entering the City Hall Complex, Police Department, Community Center, Municipal Services Center, Fire Station 1 and Fire Station 2 to protect everyone from the spread of COVID-19. If a citizen is unable to wear a face mask or face covering due to a medical condition or does not have a face mask or covering and does not feel comfortable entering a City facility without a face mask or face covering, instructions on how to meet with and/or discuss issues with City staff without a face mask or face covering will be posted at the entrance of each of the before mentioned City facilities. In addition, face masks or face coverings are encouraged for all citizens participating in outdoor programs or events located at all other enclosed and open air City facilities and properties.

Public Meeting Attendance: All municipal City Council, Committee, Commission and Board meetings will be conducted virtually until further notice. The public can participate by following the instructions and links for either phone or internet service participation provided on the agenda segment of the City's Website at www.deperewi.gov.

Facility	Prior to June 15 th	As of June 15 th
City Hall	• Closed to Public • Remote Services • On-Line Services Available	• Limited Public Access • Utility Billing Open • In-Person Meetings Discouraged but Allowed by Appointment • On-Line Services Available
Fire Stations 1 & 2	• Closed to Public • On-Line Services Available	• Closed to Public • In-Person Meetings Discouraged but Allowed by appointment • On-Line Services Available
Police Station	• Closed to Public • On-Line Services Available	• Limited Public Access in Front Lobby and Conference Room • In-Person Meetings Discouraged but Allowed by Appointment • On-Line Services Available
Municipal Services Center	• Closed to Public • On-Line Services Available • Restricted Public Access for Rubbish Drop Off Site	• Limited Public Access for exterior services • In-Person Meetings Discouraged but Allowed by Appointment • Restricted Public Access for Rubbish Drop Off Site • On-Line Services Available
Boat Launches	• Open with Social Distancing • Events Cancelled	• Open with Social Distancing

Facility	Prior to June 15 th	As of June 15 th
Outdoor Parks, Trails, Buildings and Recreational Facilities	• Most Open to Public with Bathrooms Closed • Playgrounds Closed • Park Shelters Closed • Field Reservations Cancelled • Programming & Events Cancelled	• Most Open to Public including Bathrooms • Playgrounds Open • Enclosed Park Shelters Open for Small Groups (less than 50) • Open Park Shelters Open for small groups (less than 50) • Field Reservations for private groups of less than 50 • City Managed Programming & Events Limited with social distancing
Legion Pool	• Closed to Public	• Closed to General Public for Open Swim • Limited lap swimming and private swim lessons and rentals with groups of less than 50
Indoor Recreational Facilities	• Closed to Public • Programming & Reservations Cancelled	• Programming & Events Limited with social distancing
Community Center	• Closed to Public • Events & Reservations Cancelled • On-Line Services Available	• Programming & Events Limited with social distancing • Limited Room Rentals • In-Person Meetings Discouraged but Allowed by Appointment • On-Line Services Available



PROPOSED REOPENING PLAN PHASE 2

Overview

Date: August 4, 2020

The table below provides a general guide for City staff and the community for the Second Phase of Reopening facilities and City programs owned and/or managed by the City of De Pere. Each facility has a separate plan with regards to appropriate personal protective equipment (PPE) and cleaning routines to ensure the facility is reopened as safely as possible with appropriate risk mitigation measures in place.

The City will implement Phase 2 of the Reopening Plan when Brown County is designated as a “Low Risk” county for the spread of COVID-19. The current metrics from the Wisconsin Department of Health Services is attached. The City would remain in Phase 2 until the State of Wisconsin determines there is no longer a significant health risk associated with COVID-19 in Brown County or the County is again designated as a “High Risk” county for the spread of COVID-19.

In addition, the City recognizes the use of face coverings, social distancing guidelines and the processes utilized to conduct public meetings impacts numerous facilities and therefore, are discussed separately below outside of the guidelines identified in the table.

Face Masks and Face Coverings: All citizens are required to wear a face mask or face covering when entering the City Hall Complex, Police Department, Community Center, Municipal Services Center, Fire Station 1 and Fire Station 2 pursuant to Ordinance 20-10 creating Section 74-13 De Pere Municipal Code requiring face coverings until said ordinance sunsets or is repealed to protect everyone from the spread of COVID-19. If Ordinance 20-10 sunsets or is repealed at any time while the Phase 2 Reopening Plan is active, the City strongly recommends all citizens continue to wear a face mask or face covering when entering the City Hall Complex, Police Department, Community Center, Municipal Services Center, Fire Station 1 and Fire Station 2 to protect everyone from the spread of COVID-19. If a citizen is unable to wear a face mask or face covering due to a medical condition or does not have a face mask or covering and

does not feel comfortable entering a City facility without a face mask or face covering, instructions on how to meet with and/or discuss issues with City staff without a face mask or face covering will be posted at the entrance of each of the before mentioned City facilities. In addition, face masks or face coverings are encouraged for all citizens participating in outdoor programs or events located at all other enclosed and open air City facilities and properties.

Social Distancing: The City strongly recommends all citizens follow CDC guidelines for social distancing within all City facilities. Social distancing guidelines and markings have been installed or are available within City facilities.

Public Meeting Attendance: All municipal City Council, Committee, Commission and Board meetings will be conducted simultaneously in person and virtually until further notice. The public can participate by attending the meeting in person or by following the instructions and links for either phone or internet service participation provided on the agenda segment of the City's Website at www.deperewi.gov.

City Facility	Shutdown Period March 19th – June 14th	Phase 1 Reopening June 15th – To Be Determined	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
City Hall	• Closed to Public (except for voting) • Off-Site Services Available • On-Line Services Available	• Limited Public Access • Open for Utility Payments • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Open To Public • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Municipal Court	• Closed to Public	• Open to Public With Limited Capacity As Of June 24th • On-Line Services Available	• Open to Public • On-Line Services Available
Police Station	• Closed to Public • On-Line Services Available	• Limited Public Access In Lobby And Conference Room • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Limited Public Access In Lobby And Conference Room • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Fire Stations 1 & 2	• Closed to Public • On-Line Services Available	• Closed to Public • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Limited Public Access In Training And Conference Room • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available

City Facility	Shutdown Period March 19th – June 14th	Phase 1 Reopening June 15th – To Be Determined	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
Municipal Services Center (MSC)	• Closed to Public • On-Line Services Available • Restricted Public Access for Rubbish Drop Off Site	• Limited Public Access for Exterior Services • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available • Restricted Public Access for Rubbish Drop Off Site	• Office Open To Public • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Community Center	• Closed to Public • Events & Reservations Cancelled • On-Line Services Available	• Programming & Events Limited With Social Distancing • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Office Open To Public • Community / Meeting Rooms Closed For Public Use (card clubs, etc.) • All City Senior Programming Suspended • Encourage Virtual Meetings Instead of In-Person Meetings • Social Distancing Recommended And Face Coverings “As Required by the City or State ” For Private Meetings and Events With Reduced Room Capacities • On-Line Services Available
Indoor Recreational Facilities	• Closed to Public • Programming & Reservations Cancelled	• Programming & Events Limited With Social Distancing	• Open To Public • Programming & Events Limited With Social Distancing • Reduced Facility Capacities

City Facility	Shutdown Period March 19th – June 14th	Phase 1 Reopening June 15th – To Be Determined	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
Outdoor Parks, Trails, Buildings & Recreational Facilities	• Most Open to Public With Restrooms Closed • Playgrounds Closed • Park Shelters Closed • Field Reservations Cancelled • Programming & Events Cancelled	• Most Open to Public Including Open Restrooms • Playgrounds Open • Enclosed Park Shelters Open For Small Groups (Less Than 50) • Open Park Shelters Open For Small Groups (Less Than 50) • Field Reservations Available For Private Groups (Less Than 50) • Limited City Managed Programming & Events With Social Distancing	• Open to Public Including Open Restrooms • Playgrounds Open • Enclosed Park Shelters Open For Groups (Reduced Capacity For Shelters) • Open Park Shelters Open For Groups (Less Than 250) • Field Reservations Available For Groups (Less Than 250) • Limited City Managed Programming & Events With Social Distancing
Legion Pool	• Closed to Public	• Closed to Public For Open Swim • Limited Lap Swimming & Private Swim Lessons & Rentals For Small Groups (Less Than 50)	• Closed For Season As Of August 23rd
Annual or Periodic Special Events (Not located on City Recreational Facilities and Parks)	• Suspended	• No Capacity Limits • Social Distancing And Face Coverings Recommended	• No Capacity Limits • Social Distancing And Face Coverings Recommended
Recurring Events (Not Located on City Recreational facilities and Parks)	• Suspended	• No Capacity Limits • Social Distancing And Face Coverings Recommended	• No Capacity Limits • Social Distancing And Face Coverings Recommended



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 1-19-2021 VOUCHERS (PDF)

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VENDOR SET: 01

**** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2568	A-1 AUTO UPHOLSTERY INC I-14933	A-1 AUTO UPHOLSTERY INC	R	1/19/2021		200.00CR	094412	200.00
0001	A1 ELEVATOR CORP I-16936 I-16937	A1 ELEVATOR CORP A1 ELEVATOR CORP	R	1/19/2021		138.00CR	094413	
			R	1/19/2021		175.50CR	094413	313.50
2412	ACCURATE SUSPENSION WAREHOUSE I-2016227	ACCURATE SUSPENSION WAREHOUSE	R	1/19/2021		39.50CR	094414	39.50
0302	AIRGAS USA LLC I-9108113551 I-9108293687 I-9108481935 I-9108531706 I-9976034637 I-9976037258 I-9976037259 I-9976728913	AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC	R	1/19/2021		229.60CR	094415	
			R	1/19/2021		42.70CR	094415	
			R	1/19/2021		117.40CR	094415	
			R	1/19/2021		142.49CR	094415	
			R	1/19/2021		484.22CR	094415	
			R	1/19/2021		206.16CR	094415	
			R	1/19/2021		252.24CR	094415	
			R	1/19/2021		168.33CR	094415	1,643.14
2492	ALCOPRO I-242200-IN	ALCOPRO	R	1/19/2021		143.51CR	094416	143.51
0007	AMBROSIUS SALES & SERVICE I-32420	AMBROSIUS SALES & SERVICE	R	1/19/2021		392.83CR	094417	392.83
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS I-11975 I-12094	AMERICAN CONSERVATION & BILLIN AMERICAN CONSERVATION & BILLIN	R	1/19/2021		1,042.00CR	094418	
			R	1/19/2021		1,042.00CR	094418	2,084.00
0308	APPLIED INDUSTRIAL TECHNOLOGIES I-7020165037 I-7020370810	APPLIED INDUSTRIAL TECHNOLOGIE APPLIED INDUSTRIAL TECHNOLOGIE	R	1/19/2021		1,733.10CR	094419	
			R	1/19/2021		2,683.27CR	094419	4,416.37
0014	ASCAP I-202101141367	ASCAP	R	1/19/2021		367.00CR	094420	367.00
1698	B A T I I-5451 I-5457	B A T I B A T I	R	1/19/2021		2,000.00CR	094421	
			R	1/19/2021		357.10CR	094421	2,357.10
0442	BADGER LABORATORIES INC I-21-51001141	BADGER LABORATORIES INC	R	1/19/2021		500.00CR	094422	500.00

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7616	BADGER TRAILER & TRUCK INC							
	I-27531	BADGER TRAILER & TRUCK INC	R	1/19/2021		4,695.00CR	094423	4,695.00
0027	BAY TOWEL INC							
	I-4077231	BAY TOWEL INC	R	1/19/2021		147.73CR	094424	
	I-4082527	BAY TOWEL INC	R	1/19/2021		120.18CR	094424	
	I-4084652	BAY TOWEL INC	R	1/19/2021		147.73CR	094424	
	I-4084653	BAY TOWEL INC	R	1/19/2021		95.82CR	094424	
	I-4086148	BAY TOWEL INC	R	1/19/2021		117.98CR	094424	
	I-4092131	BAY TOWEL INC	R	1/19/2021		95.82CR	094424	725.26
0025	BAYCOM INC							
	I-PB1928	BAYCOM INC	R	1/19/2021		3,300.00CR	094425	3,300.00
8324	JESSE BELLEAU							
	I-202101141368	JESSE BELLEAU	R	1/19/2021		11.17CR	094426	
	I-202101141369	JESSE BELLEAU	R	1/19/2021		137.15CR	094426	148.32
1315	BELLIN HEALTH							
	I-MB5689	BELLIN HEALTH	R	1/19/2021		17.54CR	094427	17.54
3008	BOUND TREE MEDICAL LLC							
	I-83897659	BOUND TREE MEDICAL LLC	R	1/19/2021		152.99CR	094428	152.99
3518	WILLIAM C BOYLE							
	I-202101141370	WILLIAM C BOYLE	R	1/19/2021		27.31CR	094429	27.31
6751	BRIDGEPORT MFG. INC.							
	I-41314-00	BRIDGEPORT MFG. INC.	R	1/19/2021		322.97CR	094430	322.97
0038	BROADWAY AUTOMOTIVE INC							
	I-671424	BROADWAY AUTOMOTIVE INC	R	1/19/2021		4,062.35CR	094431	4,062.35
0039	BROOKS TRACTOR INC							
	I-D87148	BROOKS TRACTOR INC	R	1/19/2021		46.59CR	094432	46.59
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-45642	BROWN COUNTY PORT SOLID WASTE	R	1/19/2021		24,756.36CR	094433	24,756.36
2984	BROWN COUNTY TREASURER							
	I-2020-00000004	BROWN COUNTY TREASURER	R	1/19/2021		240.00CR	094434	240.00

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0536	CDW GOVERNMENT INC							
	I-4545329	CDW GOVERNMENT INC	R	1/19/2021		33.35CR	094435	
	I-4680574	CDW GOVERNMENT INC	R	1/19/2021		399.40CR	094435	
	I-4818063	CDW GOVERNMENT INC	R	1/19/2021		34.61CR	094435	
	I-5277440	CDW GOVERNMENT INC	R	1/19/2021		835.71CR	094435	
	I-6095729	CDW GOVERNMENT INC	R	1/19/2021		185.99CR	094435	
	I-6406985	CDW GOVERNMENT INC	R	1/19/2021		1,589.88CR	094435	
	I-6407774	CDW GOVERNMENT INC	R	1/19/2021		3,726.39CR	094435	6,805.33
6575	CEDAR CORP							
	I-105773	CEDAR CORP	R	1/19/2021		2,585.00CR	094436	2,585.00
2708	CLEANING SOLUTION SERVICES INC							
	I-20867	CLEANING SOLUTION SERVICES INC	R	1/19/2021		350.60CR	094437	
	I-20875	CLEANING SOLUTION SERVICES INC	R	1/19/2021		320.14CR	094437	
	I-21040	CLEANING SOLUTION SERVICES INC	R	1/19/2021		316.06CR	094437	
	I-21054	CLEANING SOLUTION SERVICES INC	R	1/19/2021		2,414.44CR	094437	
	I-21057	CLEANING SOLUTION SERVICES INC	R	1/19/2021		2,175.00CR	094437	
	I-21098	CLEANING SOLUTION SERVICES INC	R	1/19/2021		98.97CR	094437	5,675.21
7337	COMPASS MINERALS AMERICA							
	I-731599	COMPASS MINERALS AMERICA	R	1/19/2021		11,768.19CR	094438	11,768.19
7997	COMPLETE OFFICE							
	I-AR25202	COMPLETE OFFICE	R	1/19/2021		25.00CR	094439	
	I-AR25203	COMPLETE OFFICE	R	1/19/2021		74.54CR	094439	
	I-AR25204	COMPLETE OFFICE	R	1/19/2021		28.24CR	094439	
	I-AR25205	COMPLETE OFFICE	R	1/19/2021		42.45CR	094439	170.23
7639	CORE & MAIN LP							
	I-N481512	CORE & MAIN LP	R	1/19/2021		3,881.14CR	094440	
	I-N533284	CORE & MAIN LP	R	1/19/2021		892.50CR	094440	
	I-N551621	CORE & MAIN LP	R	1/19/2021		6,150.00CR	094440	10,923.64
8027	CURB N DECOR LLC							
	I-21-816	CURB N DECOR LLC	R	1/19/2021		180.00CR	094441	180.00
5843	CZARNECKI, RON							
	I-202101141390	CZARNECKI, RON	R	1/19/2021		125.00CR	094442	125.00
7288	JESSICA DART							
	I-202101141391	JESSICA DART	R	1/19/2021		125.00CR	094443	125.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8016	TYLER DAWSON I-202101141371	TYLER DAWSON	R	1/19/2021		123.40CR	094444	123.40
2925	DE PERE OPTIMIST CLUB I-202101141372	DE PERE OPTIMIST CLUB	R	1/19/2021		29.00CR	094445	29.00
2624	DECKER SUPPLY CO I-913539	DECKER SUPPLY CO	R	1/19/2021		1,235.70CR	094446	1,235.70
7037	DEFINITELY DE PERE I-1045 I-1046	DEFINITELY DE PERE DEFINITELY DE PERE	R R	1/19/2021 1/19/2021		21,242.00CR 11,004.00CR	094447 094447	 32,246.00
0075	DIGGERS HOTLINE INC I-201 2 36401	DIGGERS HOTLINE INC	R	1/19/2021		463.88CR	094448	463.88
8285	JAKE EBERHARDT I-202101141373	JAKE EBERHARDT	R	1/19/2021		189.89CR	094449	189.89
0085	EMERGENCY MEDICAL PRODUCTS INC I-2226279	EMERGENCY MEDICAL PRODUCTS INC	R	1/19/2021		508.50CR	094450	508.50
4915	ENVIROTECH EQUIPMENT CO, LLC I-20-0014905	ENVIROTECH EQUIPMENT CO, LLC	R	1/19/2021		119,609.00CR	094451	119,609.00
0086	ERC INC I-ERC-1120-0404	ERC INC	R	1/19/2021		432.00CR	094452	432.00
3452	ESRI INC I-93951313 I-93951365	ESRI INC ESRI INC	R R	1/19/2021 1/19/2021		50.00CR 27,500.00CR	094453 094453	 27,550.00
7422	EXCEL UNDERGROUND LLC I-8682	EXCEL UNDERGROUND LLC	R	1/19/2021		4,665.13CR	094454	4,665.13
0331	FERGUSON WATERWORKS #1476 INC I-321651	FERGUSON WATERWORKS #1476 INC	R	1/19/2021		679.91CR	094455	679.91
3303	FIRST AMERICAN TITLE INS COMPANY I-1036-680101372	FIRST AMERICAN TITLE INS COMPA	R	1/19/2021		730.00CR	094456	730.00
0200	FIRST SUPPLY LLC I-12501867-01 I-12534033-00 I-12534175-00 I-12534175-01	FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC	R R R R	1/19/2021 1/19/2021 1/19/2021 1/19/2021		21.76CR 90.01CR 36.18CR 168.98CR	094457 094457 094457 094457	 316.93

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0097	FIVE ALARM INC I-202165-1	FIVE ALARM INC	R	1/19/2021		386.83CR	094458	386.83
7767	FREEDOM OVERHEAD DOORS I-40627	FREEDOM OVERHEAD DOORS	R	1/19/2021		316.00CR	094459	316.00
0562	GALLS LLC I-17163612	GALLS LLC	R	1/19/2021		227.20CR	094460	227.20
0111	GAT SUPPLY INC I-373739-1	GAT SUPPLY INC	R	1/19/2021		1,141.16CR	094461	1,141.16
6923	GORDON FLESCH COMPANY INC. I-IN13151654	GORDON FLESCH COMPANY INC.	R	1/19/2021		173.00CR	094462	173.00
5830	GRAEF INC I-113266	GRAEF INC	R	1/19/2021		9,563.50CR	094463	9,563.50
0116	GRAINGER INC I-9752102245 I-9764601531	GRAINGER INC GRAINGER INC	R R	1/19/2021 1/19/2021		67.75CR 50.59CR	094464 094464	 118.34
7764	GREAT AMERICA FINANCIAL SVCS I-28465301	GREAT AMERICA FINANCIAL SVCS	R	1/19/2021		1,595.00CR	094465	1,595.00
0119	GREATER GREEN BAY CHAMBER I-187916	GREATER GREEN BAY CHAMBER	R	1/19/2021		500.00CR	094466	500.00
0124	GREEN BAY CITY TREASURER I-138697 I-138698 I-138699 I-138700 I-139055 I-139056	GREEN BAY CITY TREASURER GREEN BAY CITY TREASURER GREEN BAY CITY TREASURER GREEN BAY CITY TREASURER GREEN BAY CITY TREASURER GREEN BAY CITY TREASURER	R R R R R R	1/19/2021 1/19/2021 1/19/2021 1/19/2021 1/19/2021 1/19/2021		3,319.95CR 1,742.98CR 159.32CR 133.66CR 236.58CR 1,358.00CR	094467 094467 094467 094467 094467 094467	 6,950.49
8325	GREEN FOR LIFE ENVIRONMENTAL I-U60000001759	GREEN FOR LIFE ENVIRONMENTAL	R	1/19/2021		581.46CR	094468	581.46
7687	JAMES GREVE I-202101141392	JAMES GREVE	R	1/19/2021		125.00CR	094469	125.00

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BANK : AP ASSOCIATED

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8326	GUNDERSON INC I-30155-IN	GUNDERSON INC	R	1/19/2021		266.76CR	094470	266.76
2947	MATTHEW GUTH I-202101141374 I-202101141375 I-202101141376	MATTHEW GUTH MATTHEW GUTH MATTHEW GUTH	R R R	1/19/2021 1/19/2021 1/19/2021		137.35CR 21.20CR 37.98CR	094471 094471 094471	196.53
6896	JOHN HALLAM I-202101141393	JOHN HALLAM	R	1/19/2021		92.83CR	094472	92.83
4902	HALRON LUBRICANTS INC I-1201521-00	HALRON LUBRICANTS INC	R	1/19/2021		813.78CR	094473	813.78
0446	HAWKINS INC I-4846779	HAWKINS INC	R	1/19/2021		3,458.69CR	094474	3,458.69
5674	HOME TEAM SPORTS & APPAREL INC I-39098 I-40465	HOME TEAM SPORTS & APPAREL INC HOME TEAM SPORTS & APPAREL INC	R R	1/19/2021 1/19/2021		414.48CR 42.45CR	094475 094475	456.93
6937	TRACY HOOD I-202101141383	TRACY HOOD	R	1/19/2021		23.29CR	094476	23.29
1244	HOWARD IMMEL INC I-20-18 (6)	HOWARD IMMEL INC	R	1/19/2021		1,005,165.61CR	094477	1,005,165.61
1252	HURCKMAN MECHANICAL INDUSTRIES INC I-C002166 I-W33405 I-W33814	HURCKMAN MECHANICAL INDUSTRIES HURCKMAN MECHANICAL INDUSTRIES HURCKMAN MECHANICAL INDUSTRIES	R R R	1/19/2021 1/19/2021 1/19/2021		1,145.30CR 2,129.45CR 374.26CR	094478 094478 094478	3,649.01
5484	HYDROCORP INC I-60406-IN	HYDROCORP INC	R	1/19/2021		2,648.00CR	094479	2,648.00
3189	ICMA I-139221 2021	ICMA	R	1/19/2021		1,216.00CR	094480	1,216.00
1399	INDOFF INC I-3430582 I-3430972 I-3432233 I-3433490 I-3433501 I-3434694 I-3435530	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R R R R	1/19/2021 1/19/2021 1/19/2021 1/19/2021 1/19/2021 1/19/2021 1/19/2021		350.85CR 188.62CR 30.69CR 14.21CR 206.07CR 113.98CR 32.81CR	094481 094481 094481 094481 094481 094481 094481	937.23

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4979	DENNIS JENSEN I-202101141387	DENNIS JENSEN	R	1/19/2021		120.00CR	094482	120.00
0362	JOHNSON CONTROLS FIRE I-21979267	PROTECTION LP JOHNSON CONTROLS FIRE PROTECTI	R	1/19/2021		1,050.76CR	094483	
	I-87348197	JOHNSON CONTROLS FIRE PROTECTI	R	1/19/2021		250.00CR	094483	1,300.76
6688	KIM JOHNSON I-202101141394	KIM JOHNSON	R	1/19/2021		125.00CR	094484	125.00
2602	JOSSART BROTHERS INC I-1991	JOSSART BROTHERS INC	R	1/19/2021		3,278.80CR	094485	
	I-20-02 (4)	JOSSART BROTHERS INC	R	1/19/2021		479,135.07CR	094485	482,413.87
0778	TODD KERKELA I-202101141386	TODD KERKELA	R	1/19/2021		567.11CR	094486	567.11
8242	KIMLEY-HORN AND ASSOC INC I-18023619	KIMLEY-HORN AND ASSOC INC	R	1/19/2021		2,620.00CR	094487	2,620.00
5303	LAKE AREA PUBLIC WKS ASSOC I-2021/YR	LAKE AREA PUBLIC WKS ASSOC	R	1/19/2021		75.00CR	094488	75.00
0157	LEAGUE OF WI MUNICIPALITIES I-10132 2021	LEAGUE OF WI MUNICIPALITIES	R	1/19/2021		6,766.97CR	094489	6,766.97
2512	CHARLIE LEITERMAN I-202101141377	CHARLIE LEITERMAN	R	1/19/2021		348.15CR	094490	348.15
8330	TONY LEROY I-202101141395	TONY LEROY	R	1/19/2021		125.00CR	094491	125.00
0163	MCC INC I-20-07 (4)	MCC INC	R	1/19/2021		212,318.44CR	094492	212,318.44
2012	DONALD MELICHAR I-202101141378	DONALD MELICHAR	R	1/19/2021		239.34CR	094493	239.34
0173	MENARDS INC I-75844	MENARDS INC	R	1/19/2021		26.43CR	094494	
	I-75863	MENARDS INC	R	1/19/2021		6.64CR	094494	
	I-76372	MENARDS INC	R	1/19/2021		30.86CR	094494	
	I-76401	MENARDS INC	R	1/19/2021		30.39CR	094494	
	I-76403	MENARDS INC	R	1/19/2021		12.38CR	094494	
	I-76456	MENARDS INC	R	1/19/2021		43.61CR	094494	
	I-76474	MENARDS INC	R	1/19/2021		47.88CR	094494	
	I-76493	MENARDS INC	R	1/19/2021		9.98CR	094494	
	I-76494	MENARDS INC	R	1/19/2021		13.71CR	094494	
	I-76521	MENARDS INC	R	1/19/2021		8.99CR	094494	
	I-76657	MENARDS INC	R	1/19/2021		7.98CR	094494	
	I-76662	MENARDS INC	R	1/19/2021		29.01CR	094494	
	I-76675	MENARDS INC	R	1/19/2021		44.92CR	094494	

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-76676	MENARDS INC	R	1/19/2021		9.94CR	094494	
	I-76762	MENARDS INC	R	1/19/2021		20.56CR	094494	
	I-76936	MENARDS INC	R	1/19/2021		21.06CR	094494	
	I-77055	MENARDS INC	R	1/19/2021		18.25CR	094494	
	I-77223	MENARDS INC	R	1/19/2021		41.65CR	094494	
	I-77235	MENARDS INC	R	1/19/2021		17.96CR	094494	
	I-77329	MENARDS INC	R	1/19/2021		78.09CR	094494	
	I-77340	MENARDS INC	R	1/19/2021		257.97CR	094494	
	I-77449	MENARDS INC	R	1/19/2021		139.70CR	094494	
	I-77553	MENARDS INC	R	1/19/2021		196.49CR	094494	
	I-77626	MENARDS INC	R	1/19/2021		28.90CR	094494	
	I-77681	MENARDS INC	R	1/19/2021		187.46CR	094494	
	I-77694	MENARDS INC	R	1/19/2021		92.38CR	094494	1,423.19
VOID	VOID CHECK		V	1/19/2021			094495	**VOID**
VOID	VOID CHECK		V	1/19/2021			094496	**VOID**
7785	DEAN MOUREAU							
	I-202101141396	DEAN MOUREAU	R	1/19/2021		125.00CR	094497	125.00
7129	NELSON TACTICAL							
	I-1846	NELSON TACTICAL	R	1/19/2021		84.59CR	094498	
	I-1847	NELSON TACTICAL	R	1/19/2021		53.09CR	094498	
	I-1848	NELSON TACTICAL	R	1/19/2021		14.85CR	094498	152.53
0531	NORTHEAST AUTO PARTS INC							
	I-353093	NORTHEAST AUTO PARTS INC	R	1/19/2021		33.98CR	094499	
	I-353359	NORTHEAST AUTO PARTS INC	R	1/19/2021		7.96CR	094499	
	I-353422	NORTHEAST AUTO PARTS INC	R	1/19/2021		51.59CR	094499	93.53
1965	NORTHERN ELECTRIC INC							
	I-20-16 (3)	NORTHERN ELECTRIC INC	R	1/19/2021		34,142.26CR	094500	34,142.26
6452	JACOB NOWAK							
	I-202101141384	JACOB NOWAK	R	1/19/2021		250.00CR	094501	250.00
0194	OLSON TRAILER & BODY LLC							
	I-105039C	OLSON TRAILER & BODY LLC	R	1/19/2021		36.76CR	094502	36.76
8327	OSBURN ASSOCIATES INC							
	I-281379	OSBURN ASSOCIATES INC	R	1/19/2021		1,738.00CR	094503	
	I-281391	OSBURN ASSOCIATES INC	R	1/19/2021		690.00CR	094503	2,428.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5222	P J KORTENS & CO INC							
	I-10022645	P J KORTENS & CO INC	R	1/19/2021		6,834.89CR	094504	
	I-10022667	P J KORTENS & CO INC	R	1/19/2021		905.00CR	094504	7,739.89
0197	PACKER CITY INTL TRUCKS INC							
	I-X101136404:01	PACKER CITY INTL TRUCKS INC	R	1/19/2021		85.90CR	094505	85.90
3401	PETERS CONCRETE COMPANY INC							
	I-20-20 (1)	PETERS CONCRETE COMPANY INC	R	1/19/2021		125,619.25CR	094506	125,619.25
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-20210005	PETROLEUM EQUIP SERVICE OF WI	R	1/19/2021		132.00CR	094507	132.00
0208	POMP'S TIRE SERVICE INC							
	I-90069043	POMP'S TIRE SERVICE INC	R	1/19/2021		624.88CR	094508	
	I-90069154	POMP'S TIRE SERVICE INC	R	1/19/2021		440.91CR	094508	
	I-90069225	POMP'S TIRE SERVICE INC	R	1/19/2021		668.95CR	094508	
	I-90069246	POMP'S TIRE SERVICE INC	R	1/19/2021		675.96CR	094508	
	I-90069253	POMP'S TIRE SERVICE INC	R	1/19/2021		438.36CR	094508	2,849.06
0211	POSITIVE PROMOTIONS							
	I-6661467	POSITIVE PROMOTIONS	R	1/19/2021		1,326.00CR	094509	1,326.00
1246	PREVEA HEALTH							
	I-130321	PREVEA HEALTH	R	1/19/2021		52.35CR	094510	52.35
0395	PRO ONE JANITORIAL INC							
	I-167041	PRO ONE JANITORIAL INC	R	1/19/2021		1,425.00CR	094511	1,425.00
6378	PUETZ, BEN							
	I-202101141379	PUETZ, BEN	R	1/19/2021		324.64CR	094512	324.64
5402	R & R INDUSTRIES INC							
	I-590503	R & R INDUSTRIES INC	R	1/19/2021		426.11CR	094513	426.11
5973	RAE-COR DISTRIBUTING INC							
	I-26687	RAE-COR DISTRIBUTING INC	R	1/19/2021		447.14CR	094514	
	I-26687A	RAE-COR DISTRIBUTING INC	R	1/19/2021		44.62CR	094514	491.76
1434	PAULA RAHN							
	I-202101141380	PAULA RAHN	R	1/19/2021		233.45CR	094515	233.45

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6948	RAY'S TIRE							
	I-1016187	RAY'S TIRE	R	1/19/2021		48.50CR	094516	
	I-1016400	RAY'S TIRE	R	1/19/2021		858.75CR	094516	907.25
0228	RENT A FLASH OF WISCONSIN INC							
	I-74315	RENT A FLASH OF WISCONSIN INC	R	1/19/2021		818.58CR	094517	818.58
7371	RJM CONSTRUCTION LLC							
	I-20-05 (3)	RJM CONSTRUCTION LLC	R	1/19/2021		2,582.55CR	094518	2,582.55
0158	ROBERT E LEE & ASSOCIATES INC							
	I-78875	ROBERT E LEE & ASSOCIATES INC	R	1/19/2021		1,610.00CR	094519	1,610.00
8331	KYLE ROUSE							
	I-202101141397	KYLE ROUSE	R	1/19/2021		125.00CR	094520	125.00
0501	SAINT MARY'S HOSPITAL							
	I-24103	SAINT MARY'S HOSPITAL	R	1/19/2021		3.43CR	094521	3.43
0235	SAINT VINCENT HOSPITAL							
	I-52188	SAINT VINCENT HOSPITAL	R	1/19/2021		207.43CR	094522	207.43
7518	PETER SCHLEINZ							
	I-202101141381	PETER SCHLEINZ	R	1/19/2021		127.80CR	094523	127.80
1389	JEREMY SCHNURER							
	I-202101141382	JEREMY SCHNURER	R	1/19/2021		73.34CR	094524	73.34
7951	SECURITY-LUEBKE ROOFING INC							
	I-9006445	SECURITY-LUEBKE ROOFING INC	R	1/19/2021		340.19CR	094525	340.19
6027	SESAC							
	I-749918 2021	SESAC	R	1/19/2021		483.00CR	094526	483.00
7348	SHERPA SOFTWARE PARTNERS LP							
	I-14974	SHERPA SOFTWARE PARTNERS LP	R	1/19/2021		936.02CR	094527	936.02
3234	SHERWIN WILLIAMS							
	I-1841-8	SHERWIN WILLIAMS	R	1/19/2021		27.05CR	094528	
	I-6306-6	SHERWIN WILLIAMS	R	1/19/2021		27.05CR	094528	
	I-6790-1	SHERWIN WILLIAMS	R	1/19/2021		14,639.00CR	094528	
	I-6862-8	SHERWIN WILLIAMS	R	1/19/2021		12,043.00CR	094528	
	I-7118-4	SHERWIN WILLIAMS	R	1/19/2021		30.36CR	094528	26,766.46

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1092	SOMERVILLE ARCHITECTS ENGINEERS I-36795	SOMERVILLE ARCHITECTS ENGINEER	R	1/19/2021		1,125.00CR	094529	1,125.00
3378	STRYKER SALES CORP I-3244962M I-3255006M	STRYKER SALES CORP STRYKER SALES CORP	R R	1/19/2021 1/19/2021		82.11CR 3,584.00CR	094530 094530	 3,666.11
0258	SUPERIOR CHEMICAL CORP I-288708	SUPERIOR CHEMICAL CORP	R	1/19/2021		121.28CR	094531	121.28
8149	SUPERIOR SEWER AND WATER INC I-20-01A (7) FINAL	SUPERIOR SEWER AND WATER INC	R	1/19/2021		86,130.30CR	094532	86,130.30
8328	T J CONEVERA'S INC I-TJ-INVOICE-20-2723	T J CONEVERA'S INC	R	1/19/2021		2,452.00CR	094533	2,452.00
8245	TELEFLEX LLC I-9503474211	TELEFLEX LLC	R	1/19/2021		562.50CR	094534	562.50
2992	TITAN PULIC SAFETY SOLUTIONS LLC I-5052	TITAN PULIC SAFETY SOLUTIONS L	R	1/19/2021		4,633.00CR	094535	4,633.00
0267	TRAFFIC & PARKING CONTROL INC I-I686460	TRAFFIC & PARKING CONTROL INC	R	1/19/2021		787.50CR	094536	787.50
0415	TRI CITY GLASS INC I-JC14208	TRI CITY GLASS INC	R	1/19/2021		3,970.00CR	094537	3,970.00
4573	TRIPLE Z FARM LLC I-2046	TRIPLE Z FARM LLC	R	1/19/2021		5,110.00CR	094538	5,110.00
0268	TRUCK EQUIPMENT INC I-930666-00 I-931392-00 I-932505-00	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R R R	1/19/2021 1/19/2021 1/19/2021		421.05CR 296.16CR 37.98CR	094539 094539 094539	 755.19
5663	TYLER TECHNOLOGIES INC I-045-323445	TYLER TECHNOLOGIES INC	R	1/19/2021		100.00CR	094540	100.00
8233	UEMSI/HTV I-2096787-IN	UEMSI/HTV	R	1/19/2021		114.28CR	094541	114.28

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0272	UNIFORM SHOPPE INC							
	I-305194	UNIFORM SHOPPE INC	R	1/19/2021		227.85CR	094542	
	I-305687	UNIFORM SHOPPE INC	R	1/19/2021		69.95CR	094542	
	I-305716	UNIFORM SHOPPE INC	R	1/19/2021		87.95CR	094542	
	I-305939	UNIFORM SHOPPE INC	R	1/19/2021		139.90CR	094542	
	I-306003	UNIFORM SHOPPE INC	R	1/19/2021		305.80CR	094542	
	I-306080	UNIFORM SHOPPE INC	R	1/19/2021		16.00CR	094542	
	I-306105	UNIFORM SHOPPE INC	R	1/19/2021		224.85CR	094542	
	I-306395	UNIFORM SHOPPE INC	R	1/19/2021		149.90CR	094542	
	I-306695	UNIFORM SHOPPE INC	R	1/19/2021		89.90CR	094542	1,312.10
1229	UTILITY SALES AND SERVICE INC							
	I-71424-IN	UTILITY SALES AND SERVICE INC	R	1/19/2021		522.20CR	094543	
	I-71425-IN	UTILITY SALES AND SERVICE INC	R	1/19/2021		450.00CR	094543	
	I-71426-IN	UTILITY SALES AND SERVICE INC	R	1/19/2021		772.20CR	094543	
	I-71474-IN	UTILITY SALES AND SERVICE INC	R	1/19/2021		1,638.29CR	094543	3,382.69
3085	VANDERLOOP'S SHOES INC							
	I-I04-10047158	VANDERLOOP'S SHOES INC	R	1/19/2021		125.00CR	094544	
	I-I04-10047301	VANDERLOOP'S SHOES INC	R	1/19/2021		250.00CR	094544	375.00
8329	VECTOR SOLUTIONS SCHED CREWSENSE							
	I-19072	VECTOR SOLUTIONS SCHED CREWSE	R	1/19/2021		3,583.20CR	094545	3,583.20
3707	VIKING ELECTRIC SUPPLY							
	I-S004309933.001	VIKING ELECTRIC SUPPLY	R	1/19/2021		120.41CR	094546	
	I-S004311708.001	VIKING ELECTRIC SUPPLY	R	1/19/2021		138.53CR	094546	258.94
5539	VORPAHL FIRE & SAFETY CORP							
	I-215309606	VORPAHL FIRE & SAFETY CORP	R	1/19/2021		910.45CR	094547	
	I-215310198	VORPAHL FIRE & SAFETY CORP	R	1/19/2021		985.67CR	094547	1,896.12
1697	VYRON CORP							
	I-360689	VYRON CORP	R	1/19/2021		348.46CR	094548	348.46
0932	WI CITY/COUNTY MANAGEMENT ASSOC							
	I-202101141388	WI CITY/COUNTY MANAGEMENT ASSO	R	1/19/2021		228.00CR	094549	228.00
2645	WI DEPT OF JUSTICE							
	I-202101141385	WI DEPT OF JUSTICE	R	1/19/2021		14.00CR	094550	14.00
7350	WI MEDIA							
	I-3621078	WI MEDIA	R	1/19/2021		243.09CR	094551	
	I-3661566	WI MEDIA	R	1/19/2021		285.35CR	094551	528.44

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3876	WI MUNICIPAL COURT CLERKS ASSOC							
	I-202101141389	WI MUNICIPAL COURT CLERKS ASSO	R	1/19/2021		45.00CR	094552	45.00
1181	WI PARK AND RECREATION ASSOC							
	I-2141	WI PARK AND RECREATION ASSOC	R	1/19/2021		75.00CR	094553	75.00
7857	WISCNET							
	I-17038	WISCNET	R	1/19/2021		1,800.00CR	094554	1,800.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	141	0.00	2,363,422.70	2,363,422.70
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	143	0.00	2,363,422.70	2,363,422.70

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	1/2021	149,168.71CR
201	1/2021	14,521.38CR
208	1/2021	29.20CR
212	1/2021	21,242.00CR
260	1/2021	3,895.00CR
280	1/2021	1,310.00CR
290	1/2021	730.00CR
405	1/2021	1,947,703.84CR
415	1/2021	146,291.00CR
601	1/2021	57,165.89CR
650	1/2021	21,365.68CR
=====		
ALL		2,363,422.70CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 19, 2021

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Discuss Fire Collective Bargaining Agreement One-Year Extension Status
