



Common Council

Regular Meeting

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

Agenda

Tuesday, January 15, 2019

7:30 PM

De Pere City Hall Council Chambers

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 15, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the January 2, 2019 Common Council Meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Recommendation from the Board of Public Works to Award Contract 19-09 Pond and Drainage System Construction. to Jossart Brothers, Inc. in the amount of \$460,647.50.
6. Recommendation from Board of Park Commissioners to Approve Bid for Aerial Lift Truck from Utility Sales in the amount of \$231,461.
7. Recommendation from the Board of Park Commissioners to Approve the Request for City Council and/or Mayor Contact Local Municipalities for Collaborative Funding of the Two New Aquatic Facilities.
8. Recommendation from Development Services Staff to approve a proposed extraterritorial one lot certified survey map at 2300 BLK Little Rapids Road in the Town of Lawrence (part of Parcels L-456 and L-458). Submitted by David M. Schmalz, PLS, McMahon Associates, authorized representative for MS Real Estate Holdings LLC, property owner.
9. Recommendation from Finance/Personnel Committee to Accept Donation from De Pere Christian Outreach to the Police Department in the amount of \$3,000.
10. Recommendation from the Finance/Personnel Committee to accept the donation from De Pere Christian Outreach to the Fire Department in the amount of \$300.
11. Recommendation from the License Committee on an Application for a Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor License for Poppy Avenue Boutique LLC (DBA Poppy Avenue Boutique), 117 N Broadway, De Pere. Submitted by Poppy Avenue Boutique LLC, Agent: Audra Balof, De Pere, WI.
12. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Poppy Avenue Clean Beauty Bar (DBA Poppy Avenue Clean Beauty Bar), 115 N Broadway, De Pere. Submitted by Poppy Avenue Clean Beauty Bar, Agent: Audra Balof, De Pere, WI.
13. Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College.

14. Consideration and action on the purchase of a garbage & recycling truck.
15. Ordinance #19-02 Amending §30-2 De Pere Municipal Code Regarding Park Regulations (Prohibiting Fishing from Riverwalk).
16. Ordinance #19-03 Amending Chapter 150 De Pere Municipal Code Regarding Various Traffic Regulations.
17. Ordinance #19-04 Repealing and Recreating Section 13-10 De Pere Municipal Code Regarding Special Assessment Deferment for Hardship.
18. Resolution #19-02 Authorizing Software as a Service Agreement with Tyler Technologies, Inc.
19. Resolution #19-03 Authorizing Agreement for Consulting Services Between the City of De Pere and GRAEF-USA, Inc. (Bidding and Construction Management for Bomier Boat Launch Renovation and Expansion).
20. Resolution #19-04 Authorizing Agreement for Contractor Services Between the City of De Pere and Ostrenga Excavating, Inc. (VFW Pool, Buildings and Related Infrastructure Demolition and Back Fill).
21. Resolution #19-05 Authorizing Amendment to Agreement for Services Between the City of De Pere and GRAEF-USA, Inc. (Aquatic Facility Design at VFW Park and Legion Park).
22. Resolution #19-06 Regarding De Pere Parks, Recreation and Forestry Parks and Facilities Rental Fees 2019.
23. Resolution #19-07 Authorizing Drainage System Easements (Parcel WD-1046 and Parcel WD-D0034).
24. Resolution #19-08 Authorizing Amendment to Agreement Between the City of De Pere and Robert E. Lee & Associates, Inc. (2018 Lift Station Design and Storm Water Pond Review and Design)
25. Resolution #19-09 Authorizing Agreement for Consulting Services Between the City of De Pere and ECS Midwest, LLC (2019 Soil Boring).
26. Resolution #19-10 Authorizing Agreement for Consulting Services Between the City of De Pere and Bay Area Testing & Consulting, LLC (2019 Construction Materials Testing).
27. Operator License Applications.
28. Voucher Approval.
29. City Administrator Annual Performance Appraisal.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(c), the Council may convene in closed session for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

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.

30. Future Agenda Items.

31. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

David M. Schmalz, McMahon Associates

Deric DuQuaine, MS Real Estate Holdings LLC

Terrie DuBois, St. Norbert College

Audra Balof, Poppy Avenue



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the January 2, 2019 Common Council Meeting.

ATTACHMENTS:

- 1-02-2019 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Wednesday, January 2, 2019

4:00 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 4:00 PM by Mayor Walsh.

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
James Boyd	Alderpersion	Present	
Dan Carpenter	Alderpersion	Present	
Scott Crevier	Alderpersion	Present	
Jonathon Hansen	Alderpersion	Present	
Ryan Jennings	Alderpersion	Present	
Larry Lueck	Alderpersion	Late	4:10 p.m.
Casey Nelson	Alderpersion	Present	
Dean Raasch	Alderpersion	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the Minutes of the December 18, 2018 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderpersion
SECONDER:	Casey Nelson, Alderpersion
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Nelson, Raasch
EXCUSED:	Larry Lueck

4. Public comment upon matters not on the agenda and other announcements.

Alderpersion Jennings announced that on Monday, January 7, 6:00 p.m. there will be a public input meeting at the De Pere Community Center for the VFW and Legion Park aquatic facilities. If unable to attend, residents and users can fill out the survey on the city website. Alderpersion Hansen reminded the community of the snow hills options available at the Community Center and at Lions Trailside Park.

5. Ordinance #19-01 Repealing and Recreating Section 30-2 De Pere Municipal Code Regarding Park Regulations(Ordinance Revisions to Allow Beer Gardens/Sale of Alcohol Beverages) (Second Reading of Ordinance #18-29).

Parks Director Marty Kosobucki explained that in order to establish a program, it made sense to make the ordinance change first.

RESULT:	ADOPTED [6 TO 1]
MOVER:	James Boyd, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Crevier, Hansen, Jennings, Nelson, Raasch
NAYS:	Dan Carpenter
EXCUSED:	Larry Lueck

6. Resolution #19-01 Authorizing Managed Services Agreement with American Conservation & Billing Solutions, Inc. (AquaHawk Alerting “Software-As-A-Service”)

Alderperson Carpenter asked that the City put out a video or an information sheet on this software so that residents know how to use it. Public Works Director Scott Thoresen explained that their intent is to put an insert in the water bill but want to make sure that GBWU and City staff are comfortable with using this before putting the information out. He said there is no cost to the customer to enroll.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Nelson, Raasch
EXCUSED:	Larry Lueck

7. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Nelson, Raasch
EXCUSED:	Larry Lueck

8. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Raasch to open the meeting. Upon vote, motion carried unanimously. Sandra Marquez answered the Council's questions. Alderperson Raasch moved, seconded by Alderperson Jennings to close the meeting. Upon vote, motion carried unanimously. (Alderperson Lueck arrived at 4:10 p.m.) Alderperson Hansen moved, seconded by Alderperson Carpenter to approve the Operator License Application for Sandra Marquez. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Carpenter to table Previously Tabled Operator License Applications #2 and 3. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Hansen to table Operator License Application #1. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Operator License Applications #2-6. Upon vote, motion carried unanimously.

9. Review Decision in Lutheran Church et.al v. City of De Pere and Consider Options

Alderperson Crevier moved, seconded by Alderperson Nelson to close the meeting at 4:14 p.m. Upon roll call vote, motion carried unanimously. Alderperson Crevier moved, seconded by Alderperson Nelson to open the meeting at 5:12 p.m. Upon roll call vote, motion carried unanimously.

10. Future Agenda Items.

11. Adjournment.

Aldersperson Nelson moved, seconded by Aldersperson Carpenter to adjourn the meeting at 5:13 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award Contract 19-09 Pond and Drainage System Construction. to Jossart Brothers, Inc. in the amount of \$460,647.50.

The Board of Public Works, at the January 7, 2019 meeting, approved the award of Contract 19-09 to Jossart Brothers, Inc. for the Pond and Drainage System Construction and moved to send it to Common Council for approval. The recommendation passed unanimously with a 4-0 vote.

ATTACHMENTS:

- CI_BOPW_Consider Award of Contract 19-09_01-07-2019 (DOC)
- CE_Project_19-09_Bid_Tab_12-20-2018 (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: January 7, 2019
Subject: Consider Award of Contract 19-09 Pond and Drainage System Construction*

The Engineering Department received bids for Project 19-09 Pond and Drainage System Construction on December 20, 2018. This project involves the construction of storm sewer facilities to accommodate additional storm sewer runoff. The bids received are as follows:

Contractor	Amount
Jossart Brothers, Inc.	\$460,647.50
PTS Contractors, Inc.	\$518,914.00
Advance Construction, Inc.	\$543,150.00
De Groot, Inc.	\$575,118.79
Highway Landscapers, Inc.	\$638,777.50
Dorner, Inc.	\$647,432.65
David Tenor Corporation	\$681,681.10

The budgeted amount for construction, engineering, and administration is \$540,000.00 from TID #11 and TID #12. Staff's recommendation is to accept the bid from Jossart Brothers, Inc. for \$460,647.50.



**PROJECT 19-09 POND AND DRAINAGE SYSTEM CONSTRUCTION
BID TAB**

1.5.b

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER											
ST-01	Provide 29"x45" H.E. RCP Class III Storm Sewer (Granular Backfill)	LF	810	\$ 94.00	\$ 76,140.00	\$ 114.00	\$ 92,340.00	\$ 95.60	\$ 77,436.00	\$ 124.40	\$ 100,764.00
ST-02	Provide 30" PVC, RCP Class III or Polypropylene Storm Sewer (Natural Backfill)	LF	1,680	\$ 56.00	\$ 94,080.00	\$ 50.00	\$ 84,000.00	\$ 53.40	\$ 89,712.00	\$ 60.03	\$ 100,850.40
ST-03	Remove 30" Culvert and Replace with 36" RCP Class III Storm Sewer (Natural Backfill)	LF	250	\$ 81.00	\$ 20,250.00	\$ 69.00	\$ 17,250.00	\$ 81.00	\$ 20,250.00	\$ 87.02	\$ 21,755.00
ST-04	Provide 8" PVC Storm Sewer Drain Tile with Geotextile Fabric	LF	1,300	\$ 27.00	\$ 35,100.00	\$ 24.00	\$ 31,200.00	\$ 27.50	\$ 35,750.00	\$ 22.81	\$ 29,653.00
ST-05	Provide 60" Diameter Storm Manhole	VF	22	\$ 495.00	\$ 10,890.00	\$ 635.00	\$ 13,970.00	\$ 551.00	\$ 12,122.00	\$ 617.71	\$ 13,589.60
ST-06	Provide 30" Diameter Nyloplast Yard Drain	EA	3	\$ 2,400.00	\$ 7,200.00	\$ 2,410.00	\$ 7,230.00	\$ 2,790.00	\$ 8,370.00	\$ 2,584.18	\$ 7,752.50
ST-07	Provide 36" Concrete Flared End	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 22,035.00	\$ 22,035.00	\$ 24,425.00	\$ 24,425.00	\$ 34,357.75	\$ 34,357.75
ST-08	Provide 29"x45" Concrete Flared End	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 32,615.00	\$ 32,615.00	\$ 39,370.00	\$ 39,370.00	\$ 47,247.86	\$ 47,247.86
ST-09	Provide 30" Concrete Flared Ends	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 832.00	\$ 1,664.00	\$ 935.00	\$ 1,870.00	\$ 994.85	\$ 1,989.70
ST-10	Repair Existing Endwalls and Provide Anchors	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 1,560.00	\$ 6,240.00	\$ 3,000.00	\$ 12,000.00	\$ 2,525.00	\$ 10,100.00
ST-11	Provide 30" Endwall Grate	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,440.00	\$ 1,440.00	\$ 1,317.00	\$ 1,317.00	\$ 1,128.17	\$ 1,128.17
ST-12	Provide 21" Endwall Grate	EA	1	\$ 800.00	\$ 800.00	\$ 1,210.00	\$ 1,210.00	\$ 844.00	\$ 844.00	\$ 707.00	\$ 707.00
ST-13	Provide 8" Rodent Cap	EA	1	\$ 200.00	\$ 200.00	\$ 206.00	\$ 206.00	\$ 38.00	\$ 38.00	\$ 101.00	\$ 101.00
WATERMAIN											
W-01	Provide Water Main Offset	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,680.00	\$ 7,360.00	\$ 7,273.00	\$ 14,546.00	\$ 7,844.51	\$ 15,689.00
STREET AND DRAINAGE											
SD-01	Provide Clearing and Grubbing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,838.00	\$ 3,838.00
SD-02	Unclassified Excavation	CY	3,600	\$ 12.00	\$ 43,200.00	\$ 11.50	\$ 41,400.00	\$ 11.15	\$ 40,140.00	\$ 14.37	\$ 51,732.00
SD-03	Provide Crushed Aggregate Surface Course (12" Depth)	SY	65	\$ 15.00	\$ 975.00	\$ 13.00	\$ 845.00	\$ 12.00	\$ 780.00	\$ 17.87	\$ 1,161.50
SD-04	Remove and Replace 24" Concrete Curb	LF	120	\$ 27.00	\$ 3,240.00	\$ 33.00	\$ 3,960.00	\$ 30.00	\$ 3,600.00	\$ 34.85	\$ 4,182.00
SD-05	Remove and Replace 8" Doweled Concrete Pavement with Integral Curb	SY	250	\$ 85.00	\$ 21,250.00	\$ 86.00	\$ 21,500.00	\$ 85.00	\$ 21,250.00	\$ 94.94	\$ 23,735.00
SD-06	Provide 4" Concrete Sidewalk, Ramp, and Driveway	SY	5	\$ 330.00	\$ 1,650.00	\$ 324.00	\$ 1,620.00	\$ 325.00	\$ 1,625.00	\$ 105.04	\$ 525.20
SD-07	Remove and Replace 4" Concrete Sidewalk, Ramp, and Driveway	SY	60	\$ 90.00	\$ 5,400.00	\$ 88.00	\$ 5,280.00	\$ 90.00	\$ 5,400.00	\$ 70.30	\$ 4,218.00
SD-08	Construct Concrete Median Sloped Nose	EA	1	\$ 525.00	\$ 525.00	\$ 515.00	\$ 515.00	\$ 500.00	\$ 500.00	\$ 909.00	\$ 909.00
SD-09	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	190	\$ 5.25	\$ 997.50	\$ 5.20	\$ 988.00	\$ 5.00	\$ 950.00	\$ 1.60	\$ 304.00
SD-10	Provide Drilled Tie Bars (Existing Sidewalk)	EA	8	\$ 16.00	\$ 128.00	\$ 15.50	\$ 124.00	\$ 15.00	\$ 120.00	\$ 5.56	\$ 44.40
SD-11	Provide Pavement Marking Epoxy 4" White	LF	120	\$ 12.60	\$ 1,512.00	\$ 12.40	\$ 1,488.00	\$ 12.00	\$ 1,440.00	\$ 20.20	\$ 2,424.00
SD-12	Provide Pavement Marking Epoxy 4" Yellow	LF	100	\$ 12.60	\$ 1,260.00	\$ 12.40	\$ 1,240.00	\$ 12.00	\$ 1,200.00	\$ 20.20	\$ 2,020.00
SD-13	Provide Ditching	LF	2,250	\$ 5.00	\$ 11,250.00	\$ 4.70	\$ 10,575.00	\$ 4.50	\$ 10,125.00	\$ 8.08	\$ 18,180.00
SD-14	Landscaping - Topsoil, Seed, Fertilizer, and Erosion Mat Urban Class 1, Type B	SY	12,000	\$ 3.00	\$ 36,000.00	\$ 4.75	\$ 57,000.00	\$ 4.00	\$ 48,000.00	\$ 2.68	\$ 32,160.00
SD-15	Haul Road Restoration - Regrade Topsoil, Seed, Fertilizer, and Mulch	SY	4,000	\$ 4.00	\$ 16,000.00	\$ 4.10	\$ 16,400.00	\$ 3.80	\$ 15,200.00	\$ 5.18	\$ 20,720.00
SPECIAL CONSTRUCTION											
SC-01	Provide Inlet Protection Type B	EA	2	\$ 100.00	\$ 200.00	\$ 77.00	\$ 154.00	\$ 50.00	\$ 100.00	\$ 202.00	\$ 404.00
SC-02	Provide Heavy Rip Rap with Geotextile Fabric, Type HR	SY	500	\$ 35.00	\$ 17,500.00	\$ 36.00	\$ 18,000.00	\$ 85.00	\$ 42,500.00	\$ 22.22	\$ 11,110.00
SC-03	Install, Maintain, and Remove Rock Filled Erosion Control Bags	EA	50	\$ 10.00	\$ 500.00	\$ 16.00	\$ 800.00	\$ 7.00	\$ 350.00	\$ 20.20	\$ 1,010.00
SC-04	Provide Tracking Pad	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 2,320.00	\$ 4,640.00	\$ 1,500.00	\$ 3,000.00	\$ 1,515.00	\$ 3,030.00
SC-05	Reconstruct Manhole	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,285.00	\$ 1,285.00	\$ 1,500.00	\$ 1,500.00	\$ 3,030.00	\$ 3,030.00
SC-06	Provide Traffic Control Detour Route	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 1,875.00	\$ 1,875.00	\$ 1,820.00	\$ 1,820.00	\$ 4,040.00	\$ 4,040.00
SC-07	Remove Resident Bridges	EA	1	\$ 500.00	\$ 500.00	\$ 1,965.00	\$ 1,965.00	\$ 500.00	\$ 500.00	\$ 656.50	\$ 656.50
	TOTALS				\$ 460,647.50		\$ 518,914.00		\$ 543,150.00		\$ 575,118.00

Attachment: CE_Project_19-09_Bid_Tab_12-20-2018 (7776 : Recommendation from BOPW to Consider Award of Contract 19-09 Pond and



**PROJECT 19-09 POND AND DRAINAGE SYSTEM CONSTRUCTION
BID TAB**

1.5.b

				BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7	
				Highway Landscapers, Inc.		Dorner Inc.		David Tenor Corporation	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER									
ST-01	Provide 29"x45" H.E. RCP Class III Storm Sewer (Granular Backfill)	LF	810	\$ 155.00	\$ 125,550.00	\$ 137.00	\$ 110,970.00	\$ 136.00	\$ 110,160.00
ST-02	Provide 30" PVC, RCP Class III or Polypropylene Storm Sewer (Natural Backfill)	LF	1,680	\$ 72.50	\$ 121,800.00	\$ 77.00	\$ 129,360.00	\$ 72.00	\$ 120,960.00
ST-03	Remove 30" Culvert and Replace with 36" RCP Class III Storm Sewer (Natural Backfill)	LF	250	\$ 105.00	\$ 26,250.00	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00
ST-04	Provide 8" PVC Storm Sewer Drain Tile with Geotextile Fabric	LF	1,300	\$ 25.00	\$ 32,500.00	\$ 28.00	\$ 36,400.00	\$ 34.00	\$ 44,200.00
ST-05	Provide 60" Diameter Storm Manhole	VF	22	\$ 590.00	\$ 12,980.00	\$ 725.00	\$ 15,950.00	\$ 560.00	\$ 12,320.00
ST-06	Provide 30" Diameter Nyloplast Yard Drain	EA	3	\$ 2,750.00	\$ 8,250.00	\$ 1,100.00	\$ 3,300.00	\$ 2,550.00	\$ 7,650.00
ST-07	Provide 36" Concrete Flared End	LS	1	\$ 19,950.00	\$ 19,950.00	\$ 25,500.00	\$ 25,500.00	\$ 24,800.00	\$ 24,800.00
ST-08	Provide 29"x45" Concrete Flared End	LS	1	\$ 35,150.00	\$ 35,150.00	\$ 45,000.00	\$ 45,000.00	\$ 37,625.00	\$ 37,625.00
ST-09	Provide 30" Concrete Flared Ends	EA	2	\$ 1,100.00	\$ 2,200.00	\$ 1,000.00	\$ 2,000.00	\$ 815.00	\$ 1,630.00
ST-10	Repair Existing Endwalls and Provide Anchors	EA	4	\$ 700.00	\$ 2,800.00	\$ 3,500.00	\$ 14,000.00	\$ 1,900.00	\$ 7,600.00
ST-11	Provide 30" Endwall Grate	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,350.00	\$ 1,350.00	\$ 1,250.00	\$ 1,250.00
ST-12	Provide 21" Endwall Grate	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
ST-13	Provide 8" Rodent Cap	EA	1	\$ 100.00	\$ 100.00	\$ 80.00	\$ 80.00	\$ 70.00	\$ 70.00
WATERMAIN									
W-01	Provide Water Main Offset	EA	2	\$ 12,500.00	\$ 25,000.00	\$ 5,500.00	\$ 11,000.00	\$ 5,500.00	\$ 11,000.00
STREET AND DRAINAGE									
SD-01	Provide Clearing and Grubbing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,570.00	\$ 3,570.00	\$ 13,650.00	\$ 13,650.00
SD-02	Unclassified Excavation	CY	3,600	\$ 3.00	\$ 10,800.00	\$ 11.50	\$ 41,400.00	\$ 15.50	\$ 55,800.00
SD-03	Provide Crushed Aggregate Surface Course (12" Depth)	SY	65	\$ 25.00	\$ 1,625.00	\$ 12.25	\$ 796.25	\$ 14.00	\$ 910.00
SD-04	Remove and Replace 24" Concrete Curb	LF	120	\$ 35.00	\$ 4,200.00	\$ 30.00	\$ 3,600.00	\$ 32.00	\$ 3,840.00
SD-05	Remove and Replace 8" Doweled Concrete Pavement with Integral Curb	SY	250	\$ 113.50	\$ 28,375.00	\$ 95.00	\$ 23,750.00	\$ 113.00	\$ 28,250.00
SD-06	Provide 4" Concrete Sidewalk, Ramp, and Driveway	SY	5	\$ 100.00	\$ 500.00	\$ 325.00	\$ 1,625.00	\$ 88.00	\$ 440.00
SD-07	Remove and Replace 4" Concrete Sidewalk, Ramp, and Driveway	SY	60	\$ 72.00	\$ 4,320.00	\$ 100.00	\$ 6,000.00	\$ 80.00	\$ 4,800.00
SD-08	Construct Concrete Median Sloped Nose	EA	1	\$ 1,100.00	\$ 1,100.00	\$ 510.00	\$ 510.00	\$ 850.00	\$ 850.00
SD-09	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	190	\$ 1.50	\$ 285.00	\$ 5.10	\$ 969.00	\$ 1.55	\$ 294.50
SD-10	Provide Drilled Tie Bars (Existing Sidewalk)	EA	8	\$ 5.00	\$ 40.00	\$ 15.30	\$ 122.40	\$ 5.20	\$ 41.60
SD-11	Provide Pavement Marking Epoxy 4" White	LF	120	\$ 12.00	\$ 1,440.00	\$ 12.25	\$ 1,470.00	\$ 12.50	\$ 1,500.00
SD-12	Provide Pavement Marking Epoxy 4" Yellow	LF	100	\$ 12.00	\$ 1,200.00	\$ 12.25	\$ 1,225.00	\$ 12.50	\$ 1,250.00
SD-13	Provide Ditching	LF	2,250	\$ 33.05	\$ 74,362.50	\$ 4.60	\$ 10,350.00	\$ 12.40	\$ 27,900.00
SD-14	Landscaping - Topsoil, Seed, Fertilizer, and Erosion Mat Urban Class 1, Type B	SY	12,000	\$ 4.50	\$ 54,000.00	\$ 6.75	\$ 81,000.00	\$ 6.80	\$ 81,600.00
SD-15	Haul Road Restoration - Regrade Topsoil, Seed, Fertilizer, and Mulch	SY	4,000	\$ 3.00	\$ 12,000.00	\$ 7.85	\$ 31,400.00	\$ 5.15	\$ 20,600.00
SPECIAL CONSTRUCTION									
SC-01	Provide Inlet Protection Type B	EA	2	\$ 75.00	\$ 150.00	\$ 130.00	\$ 260.00	\$ 95.00	\$ 190.00
SC-02	Provide Heavy Rip Rap with Geotextile Fabric, Type HR	SY	500	\$ 35.00	\$ 17,500.00	\$ 25.00	\$ 12,500.00	\$ 55.00	\$ 27,500.00
SC-03	Install, Maintain, and Remove Rock Filled Erosion Control Bags	EA	50	\$ 15.00	\$ 750.00	\$ 20.50	\$ 1,025.00	\$ 10.00	\$ 500.00
SC-04	Provide Tracking Pad	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,550.00	\$ 5,100.00	\$ 2,200.00	\$ 4,400.00
SC-05	Reconstruct Manhole	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00
SC-06	Provide Traffic Control Detour Route	LS	1	\$ 3,600.00	\$ 3,600.00	\$ 2,000.00	\$ 2,000.00	\$ 3,750.00	\$ 3,750.00
SC-07	Remove Resident Bridges	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
	TOTALS			\$ 638,777.50		\$ 647,432.65		\$ 681,681.10	

Attachment: CE_Project_19-09_Bid_Tab_12-20-2018 (7776 : Recommendation from BOPW to Consider Award of Contract 19-09 Pond and



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from Board of Park Commissioners to Approve Bid for Aerial Lift Truck from Utility Sales in the amount of \$231,461.

The Board of Park Commissioners, at the December 20, 2018 meeting, approved the bid for the Aerial Lift Truck for \$231,461 and to request additional funding for \$6,461 from City Council. The motion passed unanimously with a 6-0 vote.

Staff sent out a request for bids regarding the replacement of our Aerial Lift Truck. The bids were received and opened on December 18, 2018. The Aerial Lift Truck is used extensively in our Forestry Division for pruning and removals. Our project budget was \$225,000.

The bid price established was in the amount of \$234,961 from Utility Sales. A trade in amount of \$3,500 is being offered, making the final cost \$231,461.

Staff recommends approving a final purchase price of \$231,461 for the Aerial Lift Truck and recommend to City Council an additional \$6,461 from Capital Funding to complete the purchase.

ATTACHMENTS:

- Aerial Lift Truck Proposal E19-03 (PDF)

CITY OF DE PERE

EQUIPMENT PROPOSAL
E19-03

AERIAL LIFT TRUCK

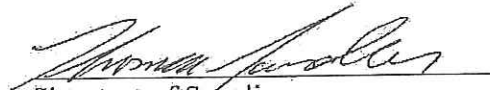
**Proposals will be received until
December 18, 2018 @ 8:30am CST**

CITY OF DE PERE
PROPOSAL E19-03
NOTICE TO SUPPLIERS
AERIAL LIFT TRUCK

1. Proposals will be received at the City of De Pere Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until proposal opening at 8:30 a.m. CST on Tuesday, December 18, 2018.
2. All proposals are to be submitted on completed City of De Pere proposal forms which shall include the Notice to Suppliers, Specifications and Quotation Form.
3. The successful supplier shall provide a certified check or acceptable guarantee in the amount of five percent (5%) of the proposal, payable to the City of De Pere, as a guarantee that the supplier will execute the terms as set forth in the specifications. In the case that the supplier fails to execute said terms, the amount of the guarantee shall be forfeited to the City of De Pere as liquidated damages.
4. The City of De Pere reserves the right to reject any or all proposals, to waive any irregularities, and to accept any proposal which the City deems most favorable to the interest of the City of De Pere.
5. Questions regarding the Notice to Suppliers, Specifications and/or Quotation Form may be referred to Thomas Blohowiak, Maintenance Supervisor at (920) 339-4072 ext. 2250.

CITY OF DE PERE
PROPOSAL E19-03
AERIAL LIFT TRUCK

This proposal, submitted by the undersigned supplier to the City of De Pere, in accordance with the advertisement inviting proposals which will be received until proposal opening at 8:30 a.m. CST Friday December 18, 2018. The undersigned bidder agrees to furnish and deliver the equipment specified herein F.O.B., Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, within 300 to 330 consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned, being duly sworn, does depose and say that he/she is an authorized representative of Utility Sales and Service (Supplier Company Name) of Appleton (City), Wisconsin (State), and that the said supplier has examined and carefully prepared its proposal from the Notice to Suppliers, Special provisions and Minimum Specifications and has checked the same in detail before submitting said proposal; and that the said proposer or its agents, officers, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive competition in connection with this proposal.


 Signature of Supplier

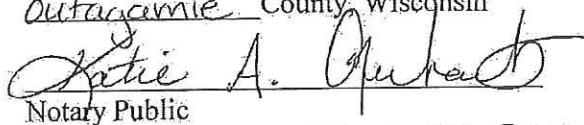
Vice President of New Products
 Title

Thomas Saunders
 Print or type name of supplier

Subscribed and sworn to before me this

13th day of December, 20 18.

Outagamie County, Wisconsin


 Notary Public

My commission expires June 22, 2020

CITY OF DE PERE
SCHEDULE OF PRICES
PROPOSAL E19-03
AERIAL LIFT TRUCK

1. One Versalift VO-265E Aerial Device, Peterbilt Chassis, Flatbed, _
complete as per attached equipment specifications
2. dated _13-Decmeber- 18_ \$ _232,776.00_

OPTIONAL TRADE-INS (Determined at date of delivery)

A. #12- 1996 International 4700 \$ _2,500.00_
 VIN: 1HTSCABNOVH442948
 High Ranger lift truck

Net Price with Trades: \$ _230,276.00_

OPTIONS:

1. Five year engine warranty and Aftertreatment warranty \$ _1,175.00_
2. CNG option instead of Diesel Fuel \$ _N/A_

TRADE TERMS AND CONDITIONS: Should the City of De Pere elect to trade this unit, it will be traded to the successful proposer in an "AS IS" condition. There will be no warranties given with this unit, either written or implied.

CITY OF DE PERE
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AERIAL LIFT TRUCK

1. GENERAL. The equipment to be furnished and delivered under this proposal will be in accordance with the Notice to Suppliers, the attached Minimum Specifications, and these Special Provisions.
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PROPOSAL E19-03
AERIAL LIFT TRUCK

The intent of these specifications is to cover minimum requirements for a fully automated side loading wide body recycler. Failure to complete this information is grounds for rejection of the proposal. Proposers are requested to state wherein your equipment meets, or fails to meet the specifications by checking 'Yes' or 'No' in the provided space. If 'No' is checked, an explanation must be provided.

CHASSIS - MINIMUM SPECIFICATIONS:

CHASSIS DIMENSION:

- Shall be minimum 120" from back of cab to center of rear axle.

Comply: ☒ Yes ☐ No Explain _____.

GVWR:

- 36,000 lb minimum.

Comply: ☒ Yes ☐ No Explain _____.

ENGINE:

- Minimum requirements SAE: Gross Brake HP 325 at 2100 RPM.
- Gross torque 750 ft. lbs. at 1200 RPM.
- Engine shall have all standard and specified components of engine manufacturer.
- Engine shall meet all local, State and Federal engine emissions requirements.

Comply: ☒ Yes ☐ No Explain _____.

ENGINE ACCESSORIES:

- Engine protective shutdown device for high coolant temperature and low oil pressure.
- Air cleaner shall be dry type with Air cleaner shall be single stage 12" Cyclo-Flo or equal.
- A 2 speed fan clutch.

Comply: ☒ Yes ☐ No Explain _____.

BRAKES:

- Full air.
- Five (5) Cam activation with anti-lock system both front and rear.
- System to meet all applicable F.M.V.S.S. braking requirements.
- 4 Channel ABS.

Front

- Heavy duty 16.5" x 6" minimum brake drums.
- Cam activated.
- Outboard drum.
- Mid-grade brake shoe.
- Camshaft reinforcement.

Rear

- Heavy duty 16.5" x 7" minimum brake drums.
- Cam activated.
- Outboard drum.
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- Camshaft reinforcement.

Parking

- Spring loaded with dash mount control lever.

Slack adjuster

- Automatic brake slack adjusters with exterior housed constant turning adjusting screw for brake adjusting.

Comply: Yes No Explain _____.

COMPRESSOR:

- 18.7 CFM or larger.

Comply: Yes No Explain _____.

AIR DRYER:

- Bendix Heated AD-IS or equal.

Comply: Yes No Explain _____.

FILTERS:

- Fuel water separator and filters shall be provided in accordance with engine Manufacturer's specifications.

Comply: ☒ Yes ☐ No Explain _____.

COOLING SYSTEM:

- Pressurized cooling system.
- De-aeration system conforming to engine manufacturers specifications.
- Radiator shall be mounted, braced, and insulated against vibration, frame twist and rack.
- Coolant filter with permanent long life type antifreeze shall be installed.
- Radiator shall be mounted so as to allow for front mount crankshaft driven power take-off to be installed.

Comply: ☒ Yes ☐ No Explain _____.

EXHAUST SYSTEM:

- Exhaust piping shall be so located that the starter and oil filter can be removed for service.
- Muffler shall be truck manufacturer's specifications.
- Horizontally mount exhaust right hand side under frame.

Comply: ☒ Yes ☐ No Explain _____.

TRANSMISSION:

- Allison 3500 RDSP transmission 6 speed.
- Auxiliary transmission cooler shall be installed.
- Snowplow mode.
- Dash mounted shift pad.

Comply: ☒ Yes ☐ No Explain _____.

PROPELLER SHAFTS:

- Main drive shafts shall be the manufacturer's specification for engine and transmission rated torque.
- Heavy duty U-joints with accessible grease fittings.

Comply: ☒ Yes ☐ No Explain _____.

CITY OF DE PERE

**EQUIPMENT PROPOSAL
E19-03**

AERIAL LIFT TRUCK

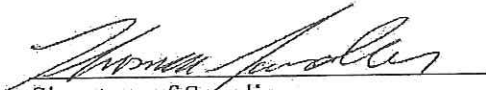
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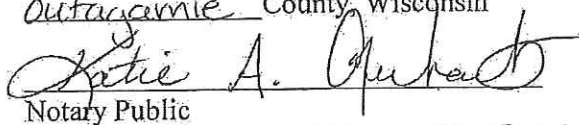
____ Vice President of New Products ____
 Title

____ Thomas Saunders ____
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PROPELLER SHAFTS:

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- Heavy duty U-joints with accessible grease fittings.

Comply: ☒ Yes ☐ No Explain _____.

AXLES AND SUSPENSION:**Front**

- Front 13,000 lbs. rated capacity minimum with sealed semi-liquid synthetic grease system.
- Front axle shall be set up for a 45-degree wheel cut.
- Front springs are to be rated for 13,000 lbs. with multiple leaf, shackle type design.

Rear

- 23,000 lbs. capacity.
- 23,000 lbs. Peterbilt Airtrac on new way suspension only.
- Ability to attain 55 – 65 MPH. (Engine RPM and Gear Ratio must be compatible).
- Heavy duty double acting shock absorbers.

Comply: ☒ Yes ☐ No Explain _____.

FRAME AND CHASSIS:

- Frame shall be constructed of high tensile steel alloy and shall have a rated capacity equal to or greater than the GVW of the vehicle.
- RBM 2,136,000 minimum.
- Welding technique on frame and permissible stress shall be in accordance with AWS structural and welding codes.
- Frame shall have a sufficient number of cross members to support the manufacturer's GVW rating for on/off road use.
- Bolted construction on all frame brackets and cross members must be secured with grade 8 bolts or equal.
- Front frame tow hooks shall be furnished and installed.
- Zinc coated anti corrosion frame rails.

Comply: ☒ Yes ☐ No Explain _____.

STEERING:

- Conventional steering with tilt column.
- Shepard HD94 power steering.
- System shall have adequate mechanical advantage to allow vehicle to be steered during power loss.

Comply: ☒ Yes ☐ No Explain _____.

ALARMS:

- Dual system low air pressure warning buzzer and flashing light.
- SAE standard electric backup alarm.

Comply: ☒ Yes ☐ No Explain _____.

WHEELS:

- Front and rear rims to be Alcoa 885657 aluminum severe service.
- Accuride wheel guards.

Comply: ☒ Yes ☐ No Explain _____.

TIRES:**Front**

- Two (2) 11R 22.5, Bridgestone R283A Ecopia.
- Load Range H 16 ply.
- Tubeless type.

Rear

- Four (4) Bridgestone M770 11R22.5 Mud & Snow.
- Load range G 14 ply or better.
- Tubeless type.

Comply: ☒ Yes ☐ No Explain _____.

ELECTRICAL:

- Shall be a twelve (12) volt system.
- Three (3) Optima batteries 2,700 CCA's mounted under passengers seat.
- Battery disconnect switch.
- Wiring shall be of adequate size to carry designed electrical load without excessive voltage drop.
- Wire color-coding shall be continuous throughout each individual circuit from beginning to end.
- All main circuits must be protected by "resetting type" breakers.
- An electrical service center shall be located in the cab.
- All cab wiring shall terminate in the cab electrical service center including breakers, control wiring and connectors.

Comply: ☒ Yes ☐ No Explain _____.

ALTERNATOR:

- 160 amp minimum.

Comply: ☒ Yes ☐ No Explain _____.

FUEL TANK:

- Single tank.
- 50 gallon minimum capacity, aluminum – mounted L/M/S under cab.
- Moisture drain plug on fuel tank.
- 11 gallon def tank mounted behind fuel tank.

Comply: ☒ Yes ☐ No Explain _____.

CAB:

- Air Ride Cab – cab mate style.
- First step ground clearance shall be no higher than 16”.
- Cab shall have drain rails over door openings.
- Left and right West coast type spring loaded heated mirrors, stainless steel, with convex mirrors bolted to mirror support – both mirrors to motorized.
- Left and right stainless steel grab handles adequately bolted.
- Power windows and locks.
- Plug in auto resettable breakers.

Comply: ☒ Yes ☐ No Explain _____.

CAB:**Accessories:**

- AM/FM clock radio with USB port.
- Seat belts with roll devices.
- Fresh air heater of manufacturer's best line and highest capacity rated in BTU with integral Defroster.
 - In line fresh air filter.
 - Heater to be plumbed with water shut off to core.
- Air-conditioning.
- Dome light.
- Map pocket in driver's door.
- Electric, dual, intermittent windshield wipers.
- Dual sun visors.
- Tinted windshield.

- Single under cab air horn with electric city horn.
- One (1) cigarette type auxiliary power source for USB charger.
- S/S outside sun vision.
- Back-up camera.

Comply: ☒ Yes ☐ No Explain _____.

Cab Seats driver and passenger:

- National Cush-N-Aire suspension on driver seat.
- Passenger in cab battery box.
- Heavy duty cloth.
- High back with lumbar support.
- Adjustable back rest with safety belts.
- Dual arm rests on driver's seat.

Comply: ☒ Yes ☐ No Explain _____.

PAINT:

- **Primer** must be industrial first line quality primer.
- **Paint** equal in color to current fleet. (RED).

Comply: ☒ Yes ☐ No Explain _____.

RUSTPROOFING:

- Submit different cab specifications.

Comply: ☒ Yes ☐ No Explain _____.

INSTRUMENT AND CONTOL:

- Water Temperature gauge.
- Tachometer and speedometer properly geared to match axel ratio and tire size.
- Air gauge.
- Odometer to read in miles.
- Hobbs 10,000 hour meter, 12v dash mounted or equal.
- Transmission temperature.
- Amp and volt meter.
- Instrument console shall be one integral component with quick disconnect for ease of replacement.

Comply: ☒ Yes ☐ No Explain _____.

SAFETY EQUIPMENT:

- One (1) set of Triangles.
- One (1) basic first aid kit mounted in cab.
- One (1) fire extinguisher mounted in cab.

Comply: ☒ Yes ☐ No Explain _____.

PUBLICATIONS:

- One (1) service manual for cab and chassis on CD.
- One (1) parts manual for cab and chassis on CD.

Comply: ☒ Yes ☐ No Explain _____.

WARRANTY:

- One Full Year Parts and Labor Bumper to Bumper.
- 5 Yr. emission warranty.

Comply: ☒ Yes ☐ No Explain _____.

AERIAL DEVICES SPECIFICATIONS:

The aerial device articulating, insulated, rear mount 65' over-center aerial device with side by side booms for lower travel height. The aerial device shall be manufactured in accordance with all OSHA and ANSI requirements and equipped as follows:

Height to Bottom of Platform	66' 4"
Working Height	71' 4"
Horizontal Reach Over-Center	46' 2"
Horizontal Reach Non-Over-Center	41' 11"
Stowed Travel Height Rear Mount Pedestal	12' 11"
Standard Platform Capacity	400 lbs.
Lower Boom Lift Eye Capacity	1,500 lbs.

Comply: ☒ Yes ☐ No Explain _____.

PLATFORM:

- The standard curbside side-mounted fiberglass platform is 24" x 30" x 42" with an inside and outside step for easy access. The platform capacity is 400 pounds. A rubber tube support shall be provided.

Comply: ☒ Yes ☐ No Explain _____.

VINYL PLATFORM COVER:

- A soft vinyl platform cover for the 24" x 30" x 42" platform and controls shall be provided.

Comply: ☒ Yes ☐ No Explain _____.

PLATFORM LINER:

- A 24" x 48" x 42" platform liner with an inside step shall be provided. The liner is tested to be rated for 50 KV AC.

Comply: ☒ Yes ☐ No Explain _____.

RAISED PLATFORM STOW REST:

- One (1) steel raised swivel type dual platform stow rest shall be fabricated and installed.

Comply: ☒ Yes ☐ No Explain _____.

UNITROL SINGLE STICK UPPER CONTROL:

- The full pressure single stick control includes a safety trigger to prevent inadvertent operation. The lift movements correspond with control lever movements. An emergency stop control is provided. The handle faces away from the pedestal.

NOTE: There shall be two engine throttle PTO settings, one set higher for aerial use and a second set at idle for tool use.

Comply: ☒ Yes ☐ No Explain _____.

TWO-SPEED MANUAL THROTTLE CONTROL:

- This control gives the operator a choice of efficient, economical engine idle speeds or faster engine speeds with faster lift movements when required. The manual throttle control is designed to operate only if both the truck ignition and the master control switch are "on." The manual throttle control is operated by an air cylinder located with the upper controls and toggle switch located on the rear of the truck.

Comply: ☒ Yes ☐ No Explain _____.

ENGINE START/STOP CONTROL:

- The start/stop circuit has been designed so that the lift cannot be operated unless both the key in the chassis ignition and the master control switch are "on." This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the upper controls and a toggle switch located at the rear of the truck are used to energize the system.

Comply: ☒ Yes ☐ No Explain _____.

EMERGENCY POWER:

- An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. This system consists of a hydraulic pump driven by a DC motor, which is powered by the truck's engine battery. The system will be connected in parallel with the main pump and designed for non-continuous operation. An air cylinder at the upper controls and a toggle switch located at the rear of the truck are used to energize this system.

Comply: ☒ Yes ☐ No Explain _____.

TILT PLATFORM:

- The tilt platform can be quickly released and tilted for rescue or clean-out.

Comply: ☒ Yes ☐ No Explain _____.

MECHANICAL PLATFORM LEVELING:

- Platform leveling will be achieved automatically through a completely enclosed parallelogram system. The major components of this system include 1/2 in. diameter fiberglass leveling rods, and ANSI #60 high strength roller chain. There are no cables used in this system. The fiberglass leveling rods maintain the insulation gaps in all boom positions and are tested at twice the rated load. The tension is adjusted by means of a threaded rod in the upper and lower boom and platform leveling is adjusted by another threaded rod at the turret.

Comply: ☒ Yes ☐ No Explain _____.

HYDRAULIC TOOLS:

- Two (2) sets of hydraulic tool ports shall be provided at the platform upper controls. A pressure reducing valve will be used to limit the tool pressure. This valve will be pre-set at 2000 PSI but can be adjusted to the desired tool pressure. The tool circuit provides a 6 GPM flow rate. Two (2) sets of Parker FF371-8FP and FF372-8FP quick disconnect couplers with dust covers shall be provided.

Comply: ☒ Yes ☐ No Explain _____.

INSULATED UPPER BOOM:

- The rectangular upper boom will be constructed of high-strength filament-wound epoxy resin fiberglass which provides a **214" insulation gap**. The fiberglass has a gel coat and a high gloss durable urethane finish for added weather protection and water beading. A steel weldment is inserted into the fiberglass at the elbow end of the boom then adhesive is pumped in under pressure to fill all voids. The fiberglass boom will be certified for **46 KV** and below in accordance with ANSI A92.2-1990 Category C dielectric rating requirements.
- Upper boom articulates a total of **270 degrees relative to the lower boom**. A side-by-side boom design allows low travel height and improved access when the pedestal will be mounted over the rear axle. The upper boom articulation will be accomplished by a double acting hydraulic cylinder and 4-bar mechanical linkage. The system does not use any cables and the booms can be stowed in any sequence. A double acting holding valve is provided.
- An upper boom storage cradle mounted on turret assures solid boom support in the stowed position. A ratchet-type boom tie down strap is included.

Comply: ☒ Yes ☐ No Explain _____.

LOWER BOOM:

- The lower boom articulation is **125 degrees from horizontal to 35 degrees past vertical**. Articulation is achieved by using a double acting hydraulic cylinder equipped with two integral holding valves. In the event of a hydraulic failure the integral holding valves prevent the booms from dropping by locking the booms in position. In addition, the cylinder rod eyes are both threaded and welded.

Comply: ☒ Yes ☐ No Explain _____.

CHASSIS INSULATING SYSTEM (Lower Boom Insert):

- Each end of a high-strength filament-wound epoxy resin fiberglass will be inserted into the steel boom sections. The fiberglass insert maintains a 24" **insulation gap** between the two steel sections. The steel and fiberglass sections are bonded with pressure injected adhesive, which fills all the voids. After the adhesive cures, 8 bolts are installed to ensure maximum strength. A stainless steel stud is supplied at each end of the insert to shunt the chassis insulating system during electrical testing.

Comply: ☒ Yes ☐ No Explain _____.

LIFTING EYE ATTACHMENT:

- The lifting eye attachment will be located near the elbow on the lower boom. The lifting eye has a maximum capacity of 1,500 lbs.

Comply: ☒ Yes ☐ No Explain _____.

ELECTRICAL INSULATION SPECIFICATIONS:

- The upper boom will be tested and certified as standard for electrical work at 46 KV and below in accordance with ANSI A92.2 Category C dielectric rating requirements. The chassis insulating system (lower boom insert) is also tested and certified according to ANSI A92.2. Vacuum prevention for all the hydraulic hoses routed through the insulated booms is also standard.

Comply: ☒ Yes ☐ No Explain _____.

HORIZONTAL ELEVATOR (Longitudinal):

- The elevator replaces a traditional pedestal and provides a 10 ft. vertical lift. The elevator will be actuated by two double acting cylinders. An equalizer link keeps each cylinder synchronized through the full range of motion. All major components are fully boxed to provide a stiff and secure structure. The top plate of the elevator is 1-1/4 in. thick and machined flat to support the rotation bearing.

Comply: ☒ Yes ☐ No Explain _____.

SUBFRAME:

- A full length 6" sub frame will be provided and installed for aerial stability.

Comply: ☒ Yes ☐ No Explain _____.

OUTRIGGERS:

- The standard A-frame outriggers will be welded to the subframe and equipped complete with pilot operated check valves, internal thermal relief valves, and separate operating controls for each outrigger. At maximum penetration, outriggers provide **155" of spread** and a maximum of **7" of penetration** based on a 39" frame height.

Comply: ☒ Yes ☐ No Explain _____.

AUXILIARY OUTRIGGERS:

- The auxiliary outriggers shall be mounted between the chassis cab and body. The outriggers will be equipped with pilot operated check valves, internal thermal relief valves, and each outrigger is operated by a separate control. At maximum extension, the outriggers provide 148" of spread and a maximum of 7" of penetration based on a 39" frame height.

Comply: ☒ Yes ☐ No Explain _____.

OUTRIGGER/BOOM INTERLOCK SYSTEM:

- The outrigger/boom interlock option will be a feature designed to prevent the lift from being operated until the outriggers contact the ground. The interlock also prevents the outriggers from being retracted before the aerial lift is properly stowed.

Comply: ☒ Yes ☐ No Explain _____.

TURRET:

- Turret wings will be made of high strength steel plate. The 1.25" turret base plate will be machined to provide a flat surface to support the rotation bearing.

Comply: ☒ Yes ☐ No Explain _____.

CONTINUOUS ROTATION:

- Rotation will be continuous and unrestricted in either direction. This will be accomplished by a hydraulically-driven worm and spur gear acting on a shear-ball rotation bearing. The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal are SAE Grade 8. These critical bolts are marked with a torque stripe liquid to provide a quick means of detecting any loosening upon inspection. An eccentric ring gearbox mounting allows for precise adjustments to the gearbox pinion clearance.

Comply: ☒ Yes ☐ No Explain _____.

HYDRAULIC SYSTEM:

- The open center hydraulic system operates at **2,900 PSI at 7 GPM**. A 10 micron return line filter mounted above the hydraulic oil level and inside the pedestal can be easily changed without draining the reservoir. A filter gauge with a color coded range is used to monitor the condition of the return line filter for replacement. The suction screen inside the tank has a 100 mesh (149 micron) rating and can be removed for cleaning. A gate valve is located below the reservoir to prevent oil loss when the pump is serviced. A magnetic drain plug is used to attract and collect metal contamination from the oil in the reservoir. Sight gauges mounted on the reservoir wall are convenient for monitoring the oil level.

Comply: ☒ Yes ☐ No Explain _____.

HYDRAULIC OIL RESERVOIR:

- An external bulkhead mounted **30 gallons** reservoir has anti-splash baffles, a return line filter gauge, and easy-to-read fluid level gauges shall be installed on top front of the aerial subframe directly behind the front outriggers and in front of the Knapheide or equivalent compartments.

Comply: ☒ Yes ☐ No Explain _____.

LOWER CONTROL VALVES:

- Full pressure control levers at the turret control the following: rotation; the outer/inner boom assembly's raise, lower, and extension functions; platform leveling; and the lower boom's raise and lower functions. The lower controls will be equipped with a selector valve to override the upper controls which also serves as the emergency stop for the upper controls.

Comply: ☒ Yes ☐ No Explain _____.

CYLINDERS:

- Both the upper boom and lower boom cylinders will be the threaded end-cap design. Both boom cylinders are equipped with two integral holding valves to prevent down-creep of the booms and to lock the booms in position in the event of a hydraulic failure. All holding valves will be recessed into the base of the cylinders to provide protection from falling objects. When stowed, both cylinder rods will be retracted, protecting them from damage and rust.

Comply: ☒ Yes ☐ No Explain _____.

HOSES AND FITTINGS:

- The high-pressure hoses routed through the booms will be non-conductive hoses with swaged hose end fittings. Retainers will be used to separate the hoses inside the booms to prevent chafing

and nylon sleeves are installed over hoses at points of movement. Reusable hose fittings can be installed if a hose is damaged.

Comply: ☒ Yes ☐ No Explain _____.

PINS:

- Pins will be high-strength alloy steel which are chrome-plated for a hard finish and corrosion resistance. Pins will be bolted in place with a welded pin tab at one end and a pin cap at the other for redundant retention.

Comply: ☒ Yes ☐ No Explain _____.

LUBRICATION:

- Non-lube bearings will be used at most points of motion. Only the rotation bearing and leveling chains require periodic lubrication.

Comply: ☒ Yes ☐ No Explain _____.

SLOPE INDICATORS:

- Two (2) slope indicators shall be provided and installed.

Comply: ☒ Yes ☐ No Explain _____.

PAINTING:

- Complete unit will be primed and painted prior to assembly. The aerial metal portions shall be urethane painted **RED** to match the chassis color as close as possible. The fiberglass portions of the aerial shall be standard **WHITE** gelcoat.

Comply: ☒ Yes ☐ No Explain _____.

MANUALS:

- Two (2) operator's manuals and (2) service manuals are included with each aerial lift. The vender will also put the information onto a USB Drive as well.

Comply: ☒ Yes ☐ No Explain _____.

STEEL SIDE STORAGE PACKS

KNAPHEIDE KPLS-942463A STEEL STORAGE PACKS or Equal

STREET-SIDE:

- Two (2) street-side (KPLS-942463A) or equal storage packs, each approximately 24" W x 20" D x 63" H, shall be provided and installed directly behind the front bulkhead reservoir and in front of the flatbed. The packs sit directly on the aerial subframe. Each street-side pack is for personal storage and includes four combination stationary/swivel hooks mounted 1-2-1 at the top of the compartment and a lockable compartment door.

NOTE: Each pack's mounting height shall be modified to accommodate the aerial's 6" full length subframe, so the pack sits at its normal install height.

Comply: ☒ Yes ☐ No Explain _____.

CURBSIDE:

- Two (2) curbside (KPLS-942463A) or equal storage packs, each approximately 24" W x 74" D x 63" H, shall be provided and installed directly behind the front bulkhead reservoir and in front of the flatbed. The packs sit directly on the aerial subframe. Each curbside pack is for tool storage with two (2) fixed shelves with 3/4" lips sitting above a pull-out bin. The pull-out bin is approximately 19.5" W x 71" D x 10" H made of punched metal with a handle and a lock and extends out 48".

NOTES: Each pack's mounting height shall be modified to accommodate the aerial's 6" full length subframe, so the pack sits at its normal install height. This modification raises up the pull-out bin in each curbside pack 6" and the bin will sit directly below the lower fixed shelf.

Comply: ☒ Yes ☐ No Explain _____.

PAINT:

- The exteriors of the side storage packs shall be painted **RED** to match the chassis. The interiors of the side storage packs shall remain in the gray **PRIMED** state.

Comply: ☒ Yes ☐ No Explain _____.

COMPARTMENT LIGHTING:

- All the storage packs shall be illuminated by **L.E.D.** strip type compartment lights mounted vertically on both sides of the door openings and horizontally across the top of each compartment. The lights shall be manually activated by an illuminated rocker switch, furnished and mounted on the chassis dash.

Comply: ☒ Yes ☐ No Explain _____.

WARRANTY:

- Each pack is covered for material and workmanship under a **3-Year/36,000 Mile** Limited warranty, whichever occurs first. The latches and shelves installed will be covered under a **6-Year** Limited warranty.

BUILD NOTE: All four side packs from both sides shall be welded together by Knapheide, making one custom saddle pack with four separate compartments with doors as stated above.

Comply: ☒ Yes ☐ No Explain _____.

STEEL FLATBED

One (1) Knapheide model PVMXT-133C VALUE Master X Series 13' Flatbed Platform or Equal

DIMENSIONS:

- Actual Length: 13' 3"
- Actual Width: 95.75"
- Floor Material: 1/8" Steel tread plate

Comply: ☒ Yes ☐ No Explain _____.

FLOOR:

- The floor shall be 1/8" steel treadplate and painted with black non-skid paint.

Comply: ☒ Yes ☐ No Explain _____.

STRUCTURE:

- Structural 5" long sills with gusseted cross members. The cross members will be constructed of formed, 11-gauge high strength steel (50,000 PSI) and spaced on 12" centers.

Comply: ☒ Yes ☐ No Explain _____.

SIDE AND END RAILS:

- The side and end rails will be constructed of formed 12-gauge high strength steel (50,000 PSI)
- The rear end rail shall be straight in lieu of tapered.

Comply: ☒ Yes ☐ No Explain _____.

STAKE POCKETS:

- Heavy duty reinforced, internal stake pockets will be provided on both side rails only and sized to accept 2" x 4" lumber.

Comply: ☒ Yes ☐ No Explain _____.

E- COAT PRIMER SYSTEM:

- The flatbed will be completely immersed and chemically linked in 12-stage multiple coat electro-deposition gray epoxy prime paint featuring a zinc phosphate pre-coat and seal for superior corrosion resistance and sand ability. Prime paint is then oven cured to provide a durable finish.

Comply: ☒ Yes ☐ No Explain _____.

UNDERCOATING:

- Factory standard undercoating will be applied prior to assembly using a water based Acrylic undercoating.

Comply: ☒ Yes ☐ No Explain _____.

PAINT:

- The flatbed shall be painted RED to match the chassis.

Comply: ☒ Yes ☐ No Explain _____.

LIGHTING:

- The clearance and side marker lights provided with the flatbed shall all be **L.E.D.** and meet all FMVSS 108 standards. The clearance and side marker lights shall be recessed and the wiring harness shall be encased in plastic loom, and all wires shall be colored for ease of troubleshooting.

NOTES: No lights shall be mounted in the rear end rail. The rear marker/clearance lights shall be shipped loose for vender to install. The LED stop/tail/turn and back-up lights shall be provided by vender and recessed in rear end rail of flatbed.

Comply: ☒ Yes ☐ No Explain _____.

WARRANTY:

- The flatbed is covered for material and workmanship under a 3-Year/36,000 Mile limited warranty, whichever occurs first.

Comply: ☒ Yes ☐ No Explain _____.

BUILD NOTES:

The front and rear end rails and cross members shall have a full length 36" center channel cutout to accommodate mounting over the aerial's full length subframe. Knockout channels shall be added for shipping purposes.

The center 36" of the flatbed floor shall sit directly on top of the aerial subframe. The end rails and cross members shall be welded to the outside of the aerial subframe during install.

ACCESSORIES**WIRED-RITE SST SYSTEM:**

- One (1) Wired Rite SST-4 (stop, start & throttle) control system will be provided and installed for aerial use.

Comply: ☒ Yes ☐ No Explain _____.

ACCESS LADDER:

- Slightly angled steel with grip-strut steps type ladder shall be fabricated and installed behind the curbside rear tires by the outrigger for access to the flatbed floor. The ladder shall be painted **RED** to match the chassis and flatbed.

Comply: ☒ Yes ☐ No Explain _____.

GRAB RAILS:

- Two (2) steel hoop style grab rails shall be provided and installed, one on each side of the access ladder to safely assist with access to the cargo floor. The grab rails shall be painted **RED** to match the chassis and flatbed.

Comply: ☒ Yes ☐ No Explain _____.

PLATFORM ACCESS LADDER:

- A steel stair case style ladder with grip-strut steps and grab rails shall be fabricated and installed on the rear curbside deck of the flatbed for platform (bucket) access (*design and mounting location to be determined at the pre-paint inspection*). The ladder shall be painted **RED** to match the chassis and flatbed.

Comply: ☒ Yes ☐ No Explain _____.

BOOM POLE SAW HOLDER:

- One (1) PTI model #BSH-4 boom mounted pole saw holder with handle clip, 28" x 6" x 3", shall be provided and installed on the boom by the platform (bucket), (*location to be determined at the pre-paint inspection*).

Comply: ☒ Yes ☐ No Explain _____.

FLATBED BORDER:

- A removable outward top surround border consisting of 2"x 6" black recycled plastic boards mounted to metal stake sides that mount in the side and rear stake pockets of the flatbed shall be fabricated and installed to hold in cargo. Vender shall fabricate and install two stake pockets at the rear of the flatbed to mount the removable rear border piece.

Comply: ☒ Yes ☐ No Explain _____.

CONE HOLDERS:

- Two (2) steel safety tree frame style cone holders shall be provided and installed, one (1) each side of top of the flatbed right behind the front compartments and painted **RED** to match the chassis and flatbed.

Comply: ☒ Yes ☐ No Explain _____.

POSSUM BELLY:

- A possum belly shall be provided which will run under the body up the aerial sub-frame tube. At the rear, there will be a locking aluminum approximately **30" W x 15" H** treadbrite drop down door installed with a stainless-steel latch to close the drop-down door and have automotive style rubber weather strip. Also, a drip rail shall be fabricated and installed above the door. The possum belly shall include a **15" H x 20" Deep** section at the rear for pole saw head storage and room to close the possum belly door. Two (2) **3" dia. x 12' L** PVC tubes and one (1) **6" dia. x 12' L** PVC tube shall be provided and installed for pole saw end storage and spaced for pole saw heads storage at the rear end.

Comply: ☒ Yes ☐ No Explain _____.

REAR BUMPER:

- One (1) ICC style steel rear bumper with 5" side channels shall be fabricated and installed. The bumper and tow area shall be painted **black**.

Comply: ☒ Yes ☐ No Explain _____.

TOWING PACKAGE:

- One (1) towing package will be provided and installed, including a 2" I.D. receiver tube reinforced to tow up to 16,000 lbs., one (1) 6-Pin round trailer socket and one (1) pair of B46 D-rings. The hitch shall be reinforced with suitable channels to the chassis frame.

Comply: ☒ Yes ☐ No Explain _____.

PTO HOUR METER:

- One (1) PTO hour meter shall be provided and installed in the chassis cab.

Comply: ☒ Yes ☐ No Explain _____.

BRAKE CONTROL:

- One (1) Tekonsha 9030 or equal electronic trailer brake control system shall be provided and installed. The controller shall be installed in the chassis cab (*location to be determined at pre-paint.*).

Comply: ☒ Yes ☐ No Explain _____.

BACK-UP ALARM:

- One (1) electronic backup alarm (107dB) shall be provided and installed by the chassis dealer (OEM).

Comply: ☒ Yes ☐ No Explain _____.

MUD FLAPS:

- One pair of rubber mud flaps shall be provided and installed behind the rear wheels.

Comply: ☒ Yes ☐ No Explain _____.

WHEEL FENDERS:

- One (1) set of **Buyers Products #8590245** Poly wheel fenders (black) with bracket kit #8591000 shall be provided and installed above the rear wheels.

Comply: ☒ Yes ☐ No Explain _____.

WHEEL CHOCKS:

- One (1) pair of rubber wheel chocks shall be provided.

Comply: ☒ Yes ☐ No Explain _____.

WHEEL CHOCK HOLDERS:

- Two (2) steel wheel chock holders shall be fabricated and installed, under the flatbed deck on the street-side by the rear tires and painted **RED** to match chassis and flatbed.

Comply: ☒ Yes ☐ No Explain _____.

OUTRIGGER PADS:

- Four (4), DICA #D2224, 22" x 24" x 1" thick high-density polyethylene outrigger pads shall be provided.

Comply: ☒ Yes ☐ No Explain _____.

OUTRIGGER PAD HOLDERS:

- Four (4) steel outrigger pad holders shall be fabricated and welded, two (2) each side, and side by side under the front compartments. The holders shall be painted **RED** to match the chassis and flatbed.

Comply: ☒ Yes ☐ No Explain _____.

CAB GUARD:

- A full-length cab guard from the back top of the cab to the front bumper shall be fabricated of steel pipe and expanded metal. The front bumper shall be reinforced and the front stations and be wide enough to accommodate the opening of the chassis hood. The cab guard has to be design to be easily removed including a weather pack quick disconnect for the wiring for additional warning strobes installed. The cab guard shall be painted **RED** to match the chassis and flatbed.
NOTE: The cab guard does not include a cab rear window guard.

Comply: ☒ Yes ☐ No Explain _____.

S/T/T AND BACKUP LIGHTS:

- Two (2) Superior Signal model SY1407RK or equal, 4" Round LED Red S/T/T lights and two (2) Superior Signal model SY1407CK or equal, 4" Round LED Clear backup lights shall be provided and installed, recessed in the rear end rail of the flatbed, one each side.

Comply: ☒ Yes ☐ No Explain _____.

WARNING STROBE LIGHTS:

- Eight (8) Superior Signal model SYFLAT6-A or equal surface mount LED amber warning strobe lights shall be provided and installed. Four (4) shall be mounted, one each side on the front top and bottom corners of the cab guard. Two (2), shall be mounted, one each side on the rear top corners of the cab guard. Two (2), shall be mounted, recessed in the rear end rail of the flatbed, one each side inward the backup lights (*locations to be determined at the pre-paint inspection*). The warning lights shall be manually activated by a single illuminated rocker switch mounted on the chassis dash.

Comply: ☒ Yes ☐ No Explain _____.

MINI-STROBES:

- Two (2) Star model DLS306 or equal Mini-Comet LED amber strobe lights shall be provided and installed, one each side on the top rear side corner of the cab guard facing outward. The lights shall be manually activated along with the warning strobes by a rocker switch on the chassis dash.

Comply: ☒ Yes ☐ No Explain _____.

DUAL WIRELESS REMOTE CONTROLS SPOT LIGHTS:

- One (1) Go Light model #20004 LED wireless remote spot lights shall be provided and installed on the top of the curbside rear compartment. The spotlight shall have hand-held wireless remote control, a wireless dash-mount remote control #30200, an additional snap on LED flood lens #15420 and a protective clear security dome #17920.

Comply: ☒ Yes ☐ No Explain _____.

BARRICADE STORAGE:

- A barricade storage area, minimum 30" W x 48" L, shall be provided on top of the cargo floor between the chassis frame directly behind the aerial elevator pedestal. The area shall have two (2) recessed D-ring tie downs installed in the floor and a ratchet strap provided to secure the barricades.

Comply: ☒ Yes ☐ No Explain _____.

FIRE EXTINGUISHER:

- One (1) 10 lb. type ABC fire extinguisher with bracket shall be provided and installed (*location to be determined at the pre-paint inspection*).

Comply: ☒ Yes ☐ No Explain _____.

FIRST AID KIT:

- One (1) first aid kit shall be provided and shipped loose in the chassis cab.

Comply: ☒ Yes ☐ No Explain _____.

ROAD SAFETY KIT:

- One (1) safety triangle reflector kit shall be provided by the Peterbilt chassis dealer (OEM) and shipped loose in the chassis cab.

Comply: ☒ Yes ☐ No Explain _____.

UNDERCOATING:

- The entire underside of the flatbed, side compartments and rear of the truck shall be undercoated.

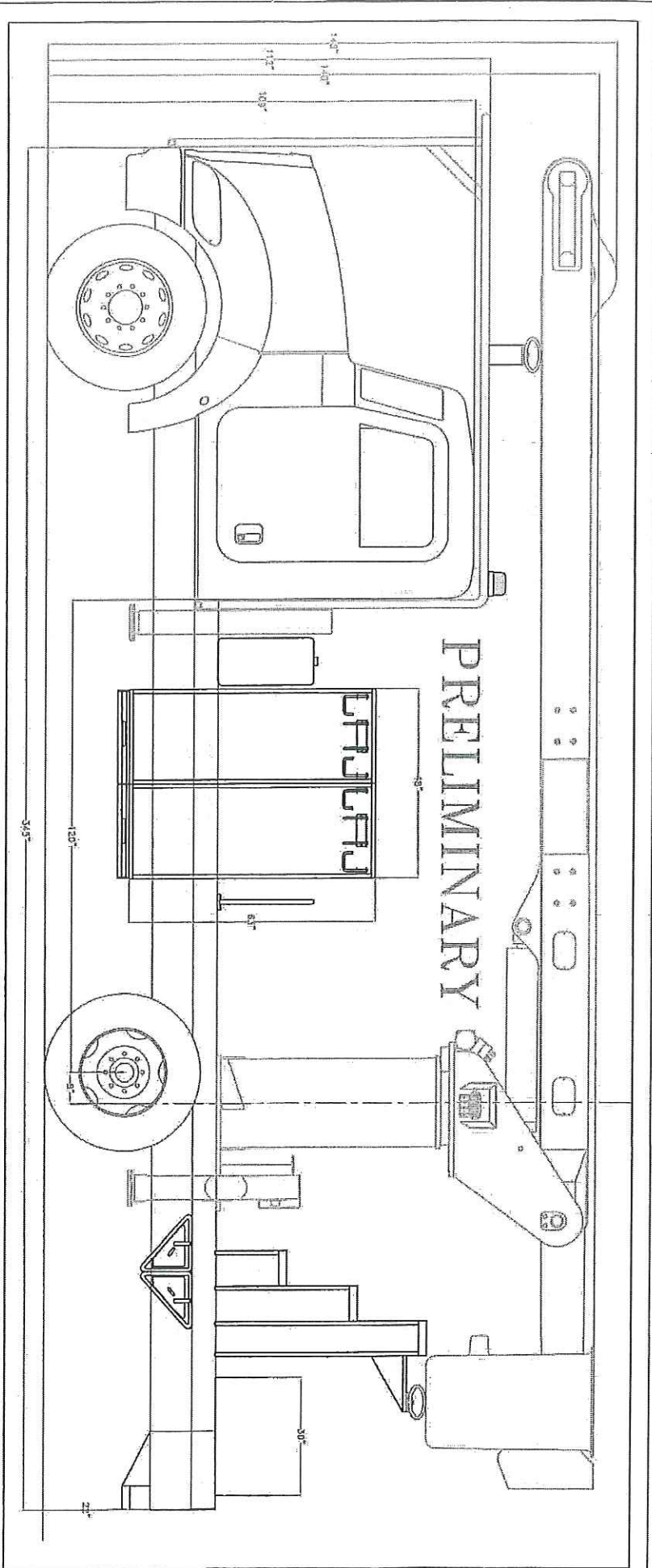
Comply: ☒ Yes ☐ No Explain _____.

COLOR SCHEME:

- The aerial metal portions shall be urethane painted **RED** to match the chassis as close as possible.
- The fiberglass portions of the aerial shall be standard **WHITE** gelcoat.
- The flatbed floor top and sides and end rails shall be painted **RED** to match the chassis.
- The underside of the flatbed shall remain standard **BLACK**.
- The exteriors of the side storage packs shall be painted **RED** to match the chassis.
- The interiors of the side storage packs shall remain in the gray **PRIMED** state.
- The aerial outriggers, cab guard, steps and grab rails shall be painted **RED** to match the chassis.
- Any steel surfaces not requested to be painted a different color shall be painted **BLACK**.
- Any stainless steel, chrome or aluminum surfaces not requested to be painted shall be left in an **UNPAINTED** state.
- The top floor of the flatbed and walking surfaces shall be painted with a **BLACK** non-skid coating.

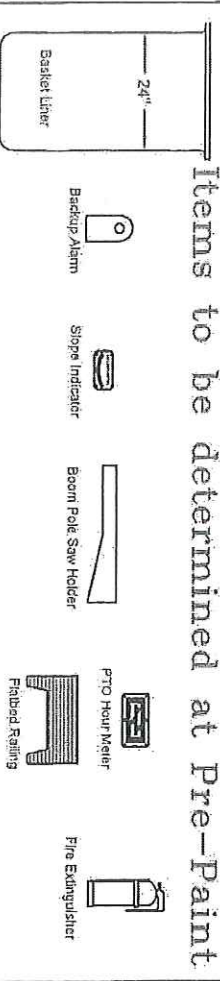
Comply: ☒ Yes ☐ No Explain _____.

3-YEAR WARRANTY : extend the limited warranty on the aerial an additional two (2) years for a total of three (3) years



All Drawings are Preliminary and subject to change until the End User has signed off on the drawing.

Items to be determined at Pre-Paint

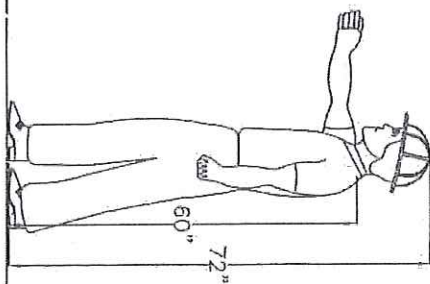


Customer Approval
As Issued:
Signature: _____
Date: _____

Utility Sales and Service, Inc.
412 Randolph Drive
Appleton, WI 54913
Date: 8/7/18
Scale: 1 : 1
Revision #: 0

Customer:
De Pere Parks
Versalift VO-255
Knopheide Flatbed/ Knopheide Steel Storage
Peterbilt 337 4x2
De Pere Parks, VO255 Knopheide, Peterbilt 337
Sheet # 3 of 3 Streetside, Direction Right
Matthew Saunders

Note 1: This drawing is a LAYOUT DRAWING for QUOTATIONS ONLY.
2: Major components are symbolic representations of the manufacturers equipment and shall not be used for actual dimensions. 3: All Requested Options may not be shown; see Quotation Sheet for Options.



PRELIMINARY

Customer Approval
As Is? :
As Marked? :
Signature:
Date:

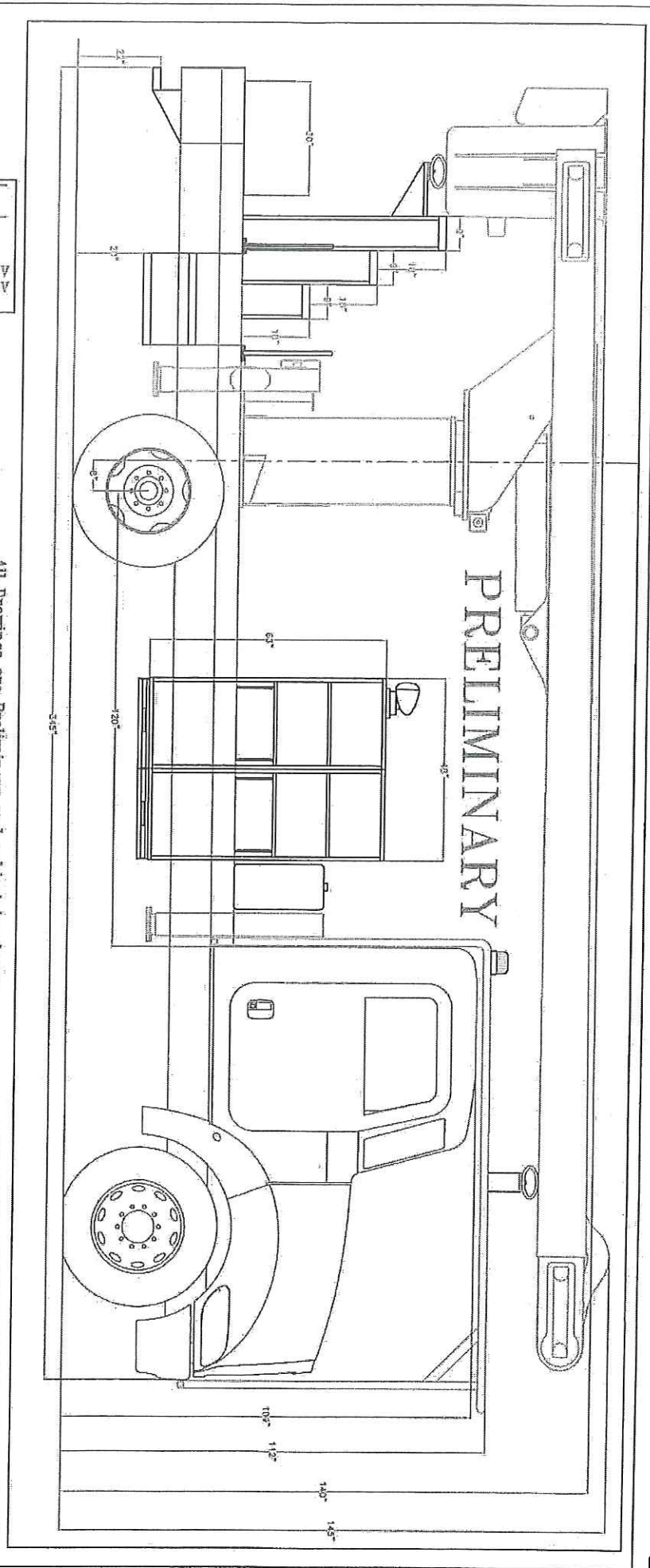
All Drawings are Preliminary and subject to change until the End User has signed off on the drawing.

Note 1: This drawing is a LAYOUT DRAWING for QUOTATIONS ONLY.
2: Major components are symbolic representations of the manufacturers equipment and shall not be used for actual dimensions. **3:** All Requested Options may not be shown; see Quotation Sheet for Options.

Items to be determined at Pre-Paint

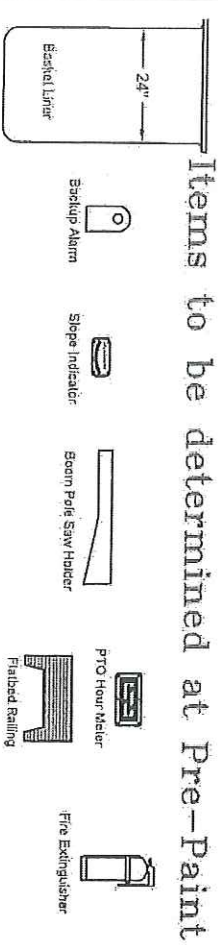


Drawings are the property of Utility Sales & Service, Inc. All property rights on the subject herein are reserved. No permission is granted to produce the print in whole or in part to disclose the information upon it to others.	
Customer:	De Pere Parks
Equipment:	VerSolift VO-255
	Knopheide Flatbed / Knopheide Steel Storage
	Peterbilt 337 4x2
Order:	8/7/18
Trailer:	1 : 1
Revision #:	0
Utility Sales and Service 412 Randolph Drive Appleton, WI 54913	
<i>Drawing Name/No.</i> De PerePorks, VO255,Knopheide,Peterbilt 337	
<i>Sheet #:</i>	2 of 3
<i>Prepactive Retrieve</i>	<i>Drawing By:</i> Matthew Saunders



All Drawings are Preliminary and subject to change until the End User has signed off on the drawing.

Items to be determined at Pre-Paint



Customer Approval

As Is? : _____

As Modified? : _____

Signature _____

Date: _____

Note 1: This drawing is a LAYOUT DRAWING for QUOTATIONS ONLY.
 2. Major components are symbolic representations of the manufacturers equipment and shall not be used for actual dimensions.
 3. All Requested Options may not be shown; see Quotation Sheet for Options.

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Customer: De Pere Parks Verschliff VO-255 Knopkeide Flashed/ Knopkeide Steel Storage Peterbilt 337 4x2 Drawing Name/No. De Pere Parks, VO255, Knopkeide, Peterbilt 337 Sheet # 1 of 3 (outside)		Drawn By: Matthew Saunders	
Scale: 1:1 Revision: 0		Drawn By: Matthew Saunders	



Friday, December 14, 2018

Steve Bloemer
City of De Pere Street Superintendent
925 South Sixth Street
De Pere WI, 54115

Dear Steve,

JX Peterbilt Green Bay is pleased to present the City of De Pere Board of Public Works the following Options list to make Equipment Proposal E19-03 meet bid specifications.

Option-

Dana 13,200 Front axle- \$20

Peterbilt Air Trac Rear Suspension- \$145

3 Optima Batteries 2700 CCA- \$490

12V Heat for Fuel Filter- \$60

Allison 3500 RDS-P in place of 3000 RDS-P- \$85

Aluminum wheels- \$700

In Cab Passenger seat Battery Box- \$800

Total \$2,300.00

Trade option for VH442948-
\$3,500

Thank you for the opportunity to quote. If you have any questions or comments, please feel free to give me a call.

Sincerely,

Jeremy Hoover
Sales Executive
JX Peterbilt - Green Bay
920-337-2560 - Office
906-231-1692 - Cell

PO Box 196, Waukesha WI 53187
Business: 262.547.0001 Toll Free 800.558.0524 Fax 262.547.6647

Visit us at
www.JXE.com

Attachment: Aerial Lift Truck Proposal E19-03 (7740 : Recommendation from Board of Park Commissioners to Approve Bid for Aerial Lift Truck)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Approve the Request for City Council and/or Mayor Contact Local Municipalities for Collaborative Funding of the Two New Aquatic Facilities.

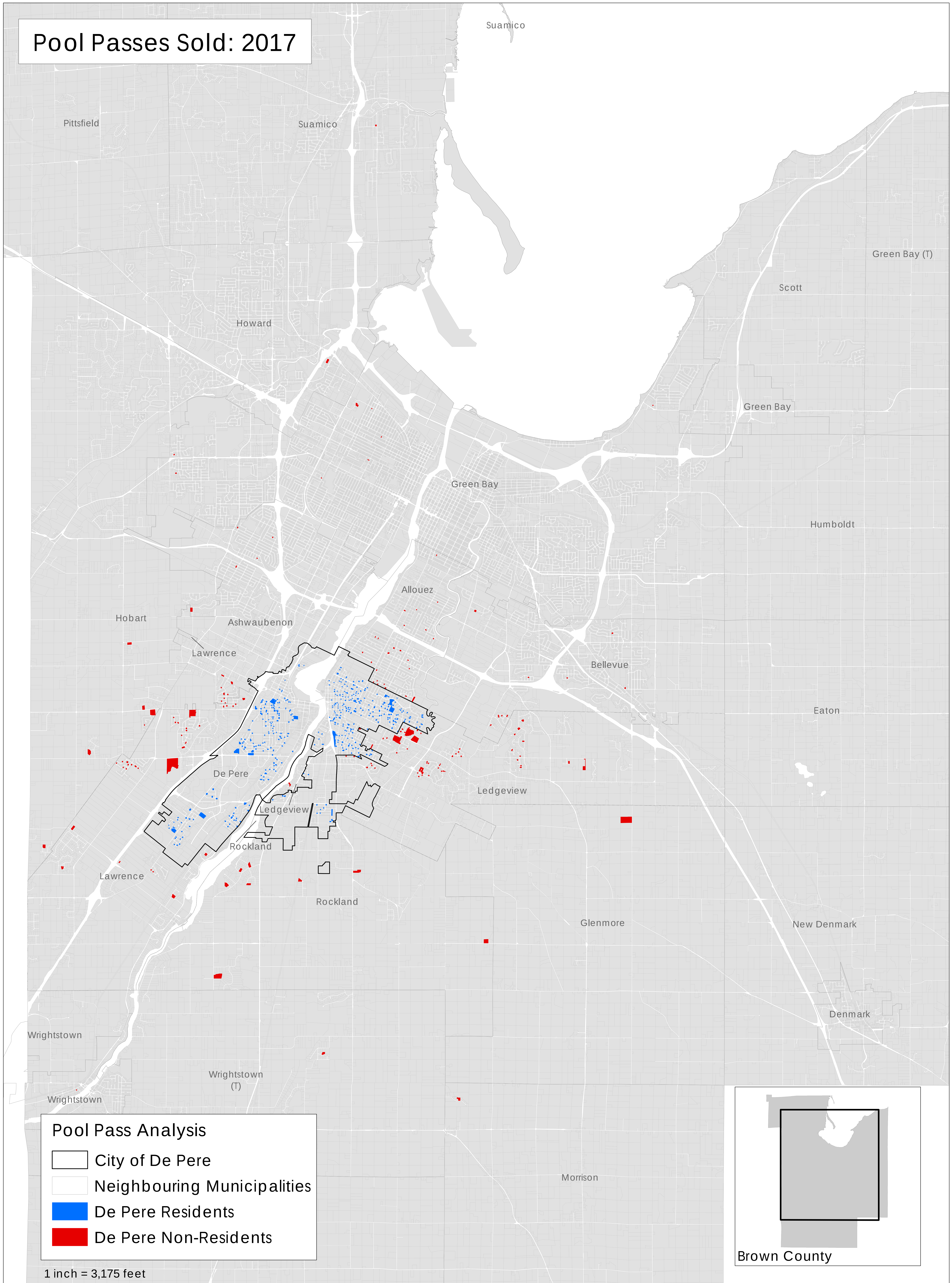
The Board of Park Commissioners, at the December 20, 2018 meeting, approved the request for City Council and/or the Mayor to contact local municipalities for collaborative funding of the two new aquatic centers and moved to send it to Council for approval. The motion passed unanimously, with a 6-0 vote.

Now that the referendum is passed and the direction of building two pools has been established, the Board of Park Commissioners is requesting the City Council and/or Mayor formally reach out to the local municipalities. The purpose of reaching out the municipalities is to formally request their interest and/or participation in the construction of the pools.

ATTACHMENTS:

- PoolPassAnalysis2017(PDF)

Pool Passes Sold: 2017





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Planning

FROM: Peter Schlein

SUBJECT: Recommendation from Development Services Staff to approve a proposed extraterritorial one lot certified survey map at 2300 BLK Little Rapids Road in the Town of Lawrence (part of Parcels L-456 and L-458). Submitted by David M. Schmalz, PLS, McMahon Associates, authorized representative for MS Real Estate Holdings LLC, property owner.

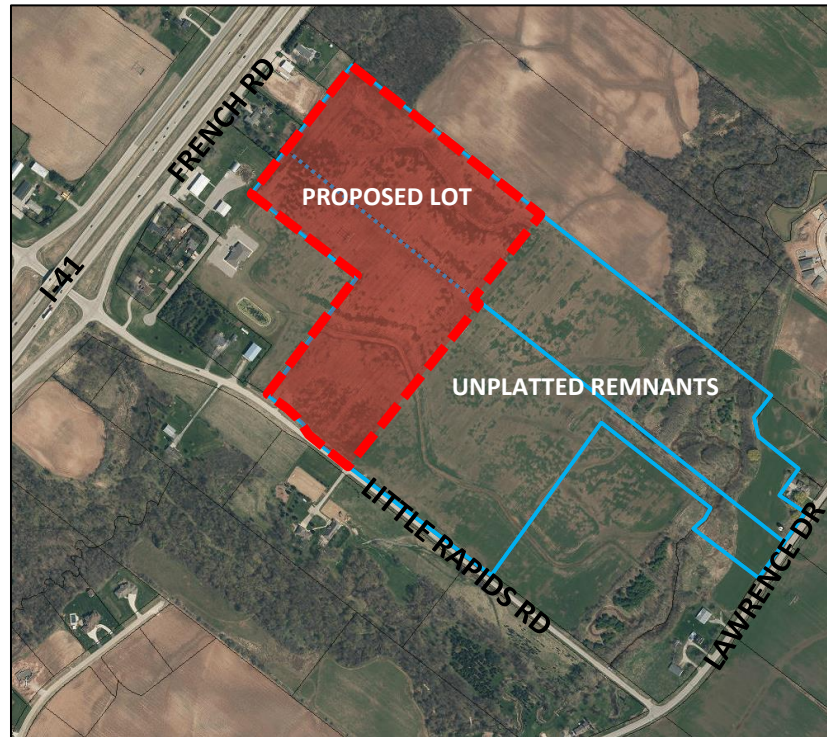
For extraterritorial Certified Survey Map petitions the Plan Commission typically recommends approval, rejection, or approval with conditions; However, in this case, Plan Commission did not convene within the required 40 day review timeline. Thus, Common Council will review the certified survey map, with a recommendation from Development Services Staff, before making a final decision on the Certified Survey Map on January 15, 2019.

ATTACHMENTS:

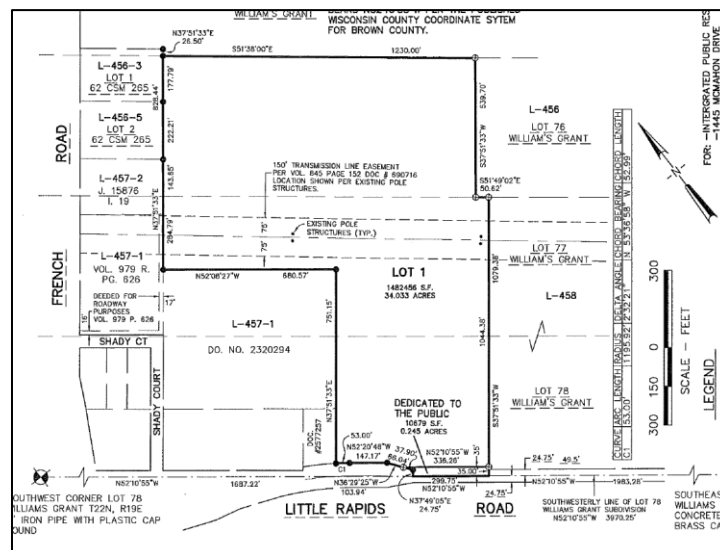
- Extraterritorial CSM - 2300 BLK Little Rapids RD in Lawrence - Council Report (DOCX)
- Application Form (PDF)
- Preliminary CSM - 28 Nov 2018 (PDF)

ITEM: Recommendation from Development Services Staff to approve a proposed extraterritorial one lot certified survey map at 2300 BLK Little Rapids Road in the Town of Lawrence (part of Parcels L-456 and L-458). Submitted by David M. Schmalz, PLS, McMahon Associates, authorized representative for MS Real Estate Holdings LLC, property owner.

SITE MAP



PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION:	Extraterritorial Certified Survey Map Review.	
	<i>NOTE: The certified survey map will be reviewed by staff and Common Council only (without Plan Commission). See details in Staff Review section of report.</i>	
COMMON DESCRIPTION:	Town of Lawrence at 2300 BLK Little Rapids Road, located between French Road and Lawrence Drive.	
PARCEL NUMBER(S):	Part of Parcels L-456 and L-458	
EXISTING ZONING:	The Town of Lawrence identifies the zoning as "Agricultural (A-1)" for Parcels L-456 and L-458.	
PROPOSED ZONING:	No rezoning proposed by the Town of Lawrence; however, the Town's future land use map indicates potential commercial, residential and park uses.	
SURROUNDING LAND USES:	Agricultural and wooded to the north. Agricultural to the east. Agricultural, wooded, and residential to the south. Lawrence Town Hall, I-41, and residential to the west.	
COMPREHENSIVE PLAN:	Located in the Town of Lawrence. Entire subject area falls within the City's three mile extraterritorial review jurisdiction.	
APPLICANT/OWNER:	David M. Schmalz, PLS Applicant & Authorized Representative McMahon Associates 1445 McMahon Drive Neenah, WI 54956	MS Real Estate Holdings LLC Property Owner N3569 Vanden Bosch Road Kaukauna, WI 54130
SITE HISTORY:	After a review of air photographs, the property has been used for agricultural purposes since 1938. A high power line, parallel to Little Rapids Road, bisects the subject area. There are no other structures on the site. The property is within the Sewer Service Area for the Town of Lawrence. There are potential environmentally sensitive areas on the site, including wetlands. Environmentally sensitive area locations and requirements are verified by Brown County Planning Commission.	
STAFF REVIEW:	When reviewing an extraterritorial Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code for general requirements and design standards, required improvements, and public sites and open spaces. Staff also considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The site has historically been used for agricultural purposes, but is proposed for development in cooperation with the Town of Lawrence	

- The site falls entirely within the City's urban reserve area of extraterritorial review jurisdiction
- The proposed land division utilizes part of two existing lots to create a 34.0 acre platted lot and two unplatted remnants.
 - The Site Map at the beginning of the report identifies the proposed lot with a red dashed boundary and the two remnants with blue boundaries
- City requirements for lot size and street frontage indicate that the proposed lot must conform to the requirements of the zoning ordinance. The lot meets the Town of Lawrence Zoning Ordinance minimum of 200 foot street frontage and 10 acre minimum lot acreage.
- The unplatted remnants, located east from the proposed lot, are not required to be part of the CSM review because the remnants are greater than 10 acres in size, per Brown County Planning Commission requirements
- The certified survey map was reviewed by the following City Departments: Development Services, Public Works/Engineering, Fire, Health, and Parks

Plan Commission Unable to Review the Certified Survey Map within 40 Days

The certified survey map was not reviewed by Plan Commission because, per Municipal Code 46-8(a), "...*Plan Commission shall, within 40 days, approve conditionally or reject the map.*" The 40 day timeline, which ended on January 7, 2019, was missed due to the December 24, 2018 Plan Commission meeting being cancelled.

40 Day Timeline can be Extended if Petitioner Allows

The timeline was not allowed to be extended by the petitioner who, with the Town of Lawrence, expressed urgency in having the certified survey map reviewed and recorded prior to the next scheduled Plan Commission meeting on January 28, 2019.

Staff and Common Council has 90 days to review the Certified Survey Map

Staff and Common Council can complete the certified survey map review without a Plan Commission recommendation after the 40 day timeline ends. Per State Statute 234.34(1m)(f), Common Council can approve, conditionally approve, or reject the map with reasons within 90 days of project submittal (by February 26, 2019). If Common Council takes no action within the 90 days then the certified survey map becomes approvable without any City comments.

In summary, the extraterritorial Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division does not impact the Comprehensive Plan negatively. The proposed lot size, street frontage, and setbacks meet acceptable City requirements.

REVIEW PROCESS

For extraterritorial Certified Survey Map petitions the Plan Commission typically recommends approval, rejection, or approval with conditions; However, in this case, Plan Commission did not convene within the required 40 day review timeline. Thus, Common Council will review the certified survey map, with a recommendation from Development Services Staff, before making a final decision on the Certified Survey Map on January 15, 2019.

STAFF**RECOMMENDATION:**

Development Services Staff recommends APPROVAL of the extraterritorial Certified Survey Map, subject to:

1. Meeting all other state and local regulations, including the Town of Lawrence and Brown County Planning Commission.
2. Revise the certificate for the City of De Pere to include "Shana D. Ledvina, City Clerk-Treasurer" on the title line, and revise the certificate to reference the date of any Common Council approval.

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 368.00
		Receipt #: 00138335
		Date: 12 Dec 2018

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) McMahon Associates,	Authorized Representative David M. Schmalz	Title Land Surveyor	
Mailing Address 1445 McMahon Drive	City Neenah	State Wisconsin	ZIP Code 54956
Email Address Dschmalz@mcmgrp.com	Phone Number (incl. area code) 920-751-4200	Fax Number (incl. area code) 920-751-4284	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) MS Real Estate Holdings, LLC	Contact Person Deric DuQuaine	Title General Counsel of Seller	
Mailing Address N3569 Vanden Bosch Road	City Kaukauna	State Wisconsin	ZIP Code 54130
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description Part of Lots 76, 77 & 78 Williams Grant, Town of Lawrence, Brown County, WI	Parcel No. Part of L-456 & L-458
--	-------------------------------------

SECTION 4: CSM Information

Existing Zoning:	Agricultural
Present Use of Parcel:	Farmland
Proposed Use of Lots:	Business/Commercial & Residential

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) David M. Schmalz	Title Land Surveyor	Phone Number 920-751-4200
Signature of Applicant <i>David M. Schmalz</i>		Date Signed Nov. 27, 2018

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.

*Schedule for 15 Jan Council
without Plan Commission
40 day Time Expiration*



TRANSMITTAL

DATE: November 27, 2018

To: Town of Lawrence
2400 Shady Court
De Pere, Wisconsin 54115

SUBJECT: MS real Estate Holdings, LLC
Certified Survey Map

MCM No. I0103 9-18-00752.02

E-MAIL:

SENT VIA: ☐ E-mail ☒ CDS
☐ UPS / FedEx ☐ Other

PHONE:

FROM: Doug Woelz/McMahon Associates

E-MAIL: Dwoelz@mcmgrp.com

WE ARE SENDING YOU THE FOLLOWING:

QUANTITY:	DATE:	TITLE/DESCRIPTION:
3	11-26-18	Certified Survey Map
1	11-27-18	Planning & Zoning / Site Review Application
1	11-27-18	City of De Pere Application for CSM Review
1	11-27-18	\$368.00 Check – Review Fee

REMARKS:

Please place the enclosed Certified Survey Map on your agenda for review and notify our office as to your review schedules. I will plan to attend any meetings necessary to answer any questions. Originals of the CSM will be provided for signatures and recording after all review comments have been obtained.

Copy to: Brown County Planning by separate submittal

THANK YOU,

COPY TO:

City of De Pere – Community
Development
335 S. Broadway
De Pere, Wisconsin 54115

SIGNED:

Douglas E. Woelz

w/

If Enclosures Are Not As Noted, Kindly Notify Us At Once

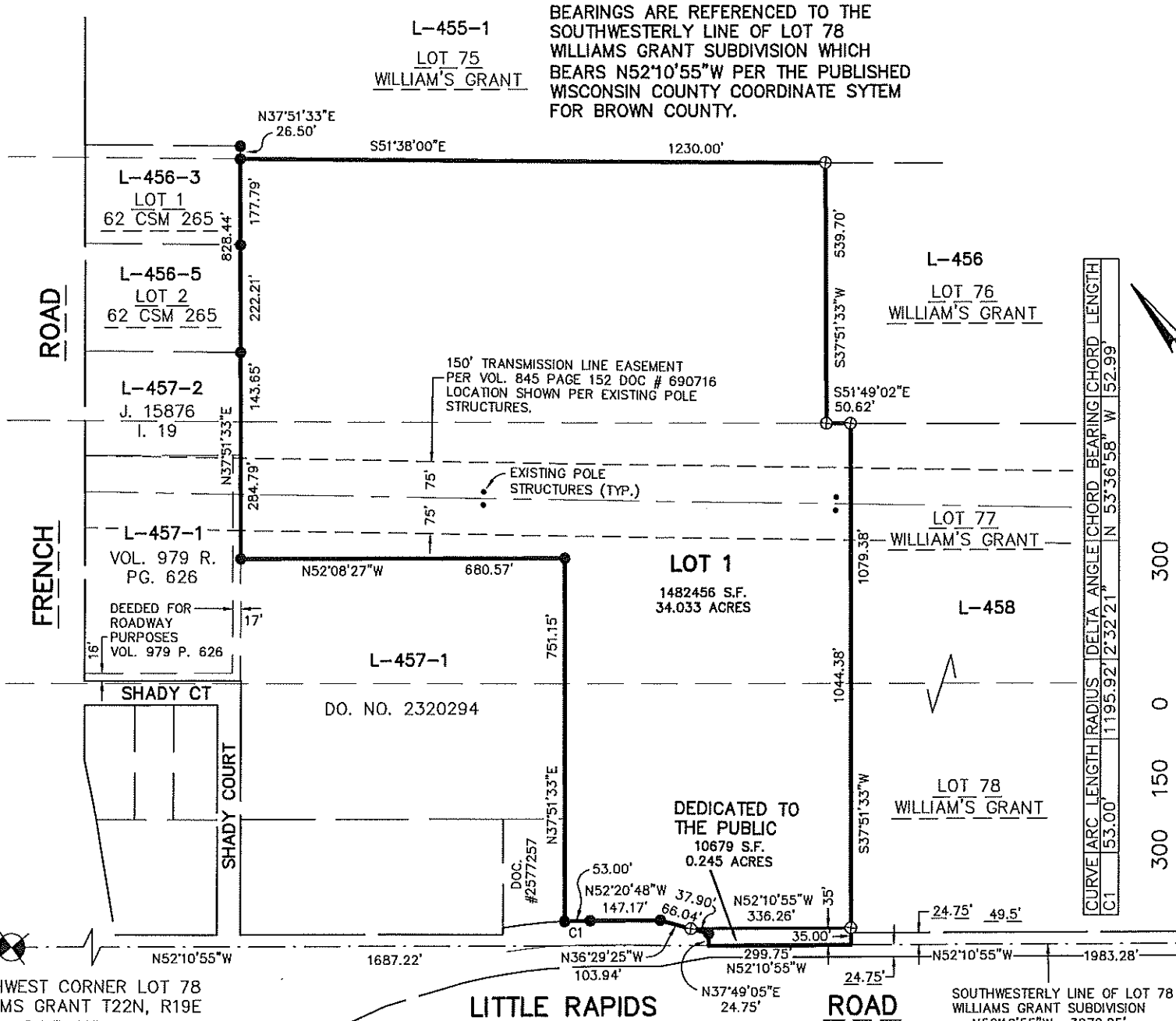
McMAHON ASSOCIATES, INC. | 1445 McMAHON DRIVE NEENAH, WI 54956 Mailing P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FAX 920.751.4284 MCM@MCMGRP.COM WWW.MCMGRP.COM



CERTIFIED SURVEY MAP NO. _____

PART OF LOTS 76, 77 AND 78 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

SOUTHWEST CORNER LOT 78
WILLIAMS GRANT T22N, R19E
1" IRON PIPE WITH PLASTIC CAP
FOUND



FOR: -INTERGRATED PUBLIC RESOURCES
-1445 MCMAHON DRIVE
-NEENAH, WISCONSIN 54956
-PHONE #920-751-4200

McMAHON
ENGINEERS/ARCHITECTS
1445 MCMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com

DRAFTED BY: DOUG WOELZ

- LEGEND**
- 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
 - 1.315" O.D. X 24" IRON PIPE WEIGHING 1.68 lbs./lineal ft. SET
 - 1" IRON PIPE FOUND (1.315" O.D.)
 - CERTIFIED LAND CORNER BROWN COUNTY
 - RECORDED BEARING AND/OR DISTANCE
 - SQUARE FEET

SOUTHEAST CORNER LOT 78
WILLIAMS GRANT T22N, R19E
CONCRETE MONUMENT WITH
BRASS CAP FOUND

CERTIFIED SURVEY MAP NO. _____

PART OF LOTS 76, 77 AND 78 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

Attachment: Preliminary CSM - 28 Nov 2018 (7769 : Recommendation from Development Services Staff to approve a proposed extraterritorial one lot certifi

SURVEYOR'S CERTIFICATE

I, David M. Schmalz, Wisconsin Professional Land Surveyor S-1284, certify that I have surveyed, divided and mapped part of Lots 76, 77 and 78, Plat of the Subdivision of the Williams Grant, Town of Lawrence, Brown County, Wisconsin containing 1,493,135 square feet (34.278 acres) of land and described as follows:

Commencing at the Southeast corner of said Lot 78; Thence N52°10'55"W, 1983.28 feet along the Southwesterly line of said Lot 78 to the Point of Beginning; Thence continuing N52°10'55"W, 299.75 feet along said Southwesterly line; Thence N37°49'05"E, 24.75 feet to the Northeasterly Right-of-way line of Little Rapids Road; Thence N36°29'25"W, 103.94 feet along said Northeasterly Right-of-way line; Thence N52°20'48"W, 147.17 feet along said Northeasterly line to the start of a 1195.92 foot radius curve to the left; Thence 53.00 feet along the arc of said curve being the Northeasterly Right-of-way line of Little Rapids Road having a 52.99 foot chord which bears N53°36'58"W to the Easterly line of lands described in Document No. 2577257; Thence N37°51'33"E, 751.15 feet along said Easterly line and the Easterly line of lands described in Document No. 2320294 to the Northeast corner thereof; Thence N52°08'27"W, 680.57 feet along the Northerly line of said described lands to the East line of lands described in Volume 979 of Deeds on Page 626; Thence N37°51'33"E, 828.44 feet along the Easterly line of said described lands and the Easterly line of Lots 1 and 2 of Certified Survey Map filed in Volume 62 of Maps on Page 265 to the Southwesterly line of Lot 75 of said Williams Grant; Thence S51°38'00"E, 1230.00 feet along said Southwesterly line; Thence S37°51'33"W, 539.70 feet; Thence S51°49'02"E, 50.62 feet; Thence S37°51'33"W, 1079.38 feet to the Point of Beginning.

That I have made this survey by the direction of MS Real Estate Holdings, LLC, A Wisconsin Limited Liability Company, being the owners of said land.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes, Town of Lawrence and Brown County Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this _____ day of _____, 20____.

David M. Schmalz, WI Professional Land Surveyor S-1284

NOTES

THIS CSM IS PART OF TAX PARCEL NO.S, L-456 and L-458.

THE PROPERTY OWNER OF RECORD IS: MS REAL ESTATE HOLDINGS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY.

THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT NO. 2577353.

THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES."

FOR PLANNED LAND DISTURBANCES OVER 1 ACRE, PLEASE VISIT [HTTP://DNR.WI.GOV/TOPIC/STORMWATER/](http://DNR.WI.GOV/TOPIC/STORMWATER/) TO LEARN IF YOU NEED A STORM WATER CONSTRUCTION SITE PERMIT.

FOR FEDERAL WETLAND REGULATIONS, PLEASE CONTACT THE ARMY CORPS OF ENGINEERS AT 920-448-2824 TO LEARN IF A FEDERAL WETLAND APPROVAL IS REQUIRED FOR SITE DEVELOPMENT.

CERTIFIED SURVEY MAP NO. _____

PAGE 3 OF 4

PART OF LOTS 76, 77 AND 78 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

OWNER CERTIFICATE

MS Real Estate Holdings, LLC, A Wisconsin Limited Liability Company as Owners, We hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval.

Town of Lawrence
Brown County

Dated this _____ day of _____, 20____.

Authorized Signature, Title
MS Real Estate Holdings, LLC

Authorized Signature, Title
MS Real Estate Holdings, LLC

Printed Name

Printed Name

State of Wisconsin)
_____)ss
_____ County)

Personally appeared before me on the _____ day of _____, 20____, the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Notary Public
_____ County, _____

My commission expires _____

TOWN OF LAWRENCE APPROVAL

Approved by the Town Board of the Town of Lawrence on this _____ day of _____, 20____.

Dr. Lanny J. Tibaldo, Town Chairperson Date

Cindy Kocken, Town Clerk Date

BROWN COUNTY PLANNING COMMISSION APPROVAL

Approved by the Brown County Planning Commission this _____ day of _____, 20____.

Dan Teaters, Senior Planner, Brown County Planning Commission

Attachment: Preliminary CSM - 28 Nov 2018 (7769 : Recommendation from Development Services Staff to approve a proposed extraterritorial one lot certifi

PAGE 4 OF 4

CERTIFIED SURVEY MAP NO. _____

PART OF LOTS 76, 77 AND 78 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

CERTIFICATE OF TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

County Treasurer	Date
Paul D. Zeller	

EXTRATERRITORIAL REVIEW
CITY OF DE PERE

Pursuant to the City of De Pere, all requirements for approval have been fulfilled. This Certified Survey Map was approved this _____ day of _____, 20____.

Authorized Signature

Date

Printed Name, Title



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: **Recommendation from Finance/Personnel Committee to Accept Donation from De Pere Christian Outreach to the Police Department in the amount of \$3,000.**

The De Pere Christian Outreach has graciously donated \$3,000 toward the De Pere Police Department K-9 fund. On January 8, 2019, the Finance and Personnel Committee unanimously recommended forwarding this item to the Common Council for approval.

Thank you for your consideration and if you have any questions about the donation please contact me at your convenience.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Fire Department

FROM: Alan Matzke

SUBJECT: Recommendation from the Finance/Personnel Committee to accept the donation from De Pere Christian Outreach to the Fire Department in the amount of \$300.

Unanimously approved

ATTACHMENTS:

- DONATION_DE PERE CHRISTIAN OUTREACH (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief *AM*

Date: January 2, 2019

Re: Consider Donation from De Pere Christian Outreach Corp

The Fire Department is requesting acceptance of a donation from De Pere Christian Outreach Corp in the amount of \$300. The accepted donation would be placed in the Fire Department donation account.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action and acceptance. If you have any questions, please do not hesitate to ask.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor License for Poppy Avenue Boutique LLC (DBA Poppy Avenue Boutique), 117 N Broadway, De Pere. Submitted by Poppy Avenue Boutique LLC, Agent: Audra Balof, De Pere, WI.

ATTACHMENTS:

- Poppy Av_Class A_Application (PDF)
- Alder Boyd-License Committee-Retail Application-No Retail Sales (PDF)

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1 20 18 ;
ending June 30 20 19TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

1. The named
- ☐
- Individual
- ☐
- Partnership
- ☒
- Limited Liability Company
-
- ☐
- Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- Poppy Avenue
-
- Boutique, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member	<u>owner</u>	<u>Balof, Audra, C</u>	
Vice President/Member	<u>owner</u>	<u>Brewer, Christian</u>	
Secretary/Member			
Treasurer/Member			
Agent	<u>Audra Balof</u>		
Directors/Managers			

3. Trade Name
- Poppy Avenue Boutique
- Business Phone Number
- 920-585-4500
-
4. Address of Premises
- 117 W Broadway
- Post Office & Zip Code
- 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1800 sq ft retail space + storage room in back
10. Legal description (omit if street address is given above): back
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

A. Balof
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>12-27-18</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



117 N Broadway
De Pere, WI 54115

January 9, 2019

Shana Ledvina
City of De Pere
335 S Broadway
De Pere, WI 54115

Dear Shana,

Thank you for all your help and guidance in obtaining a class A license for our business, Poppy Avenue Boutique, located at 117 N Broadway in De Pere. Below is information regarding our request.

Our Story:

Poppy Avenue Boutique is a business built on grace and coffee...alot of coffee! The mother daughter duo Audra and Christian founded the idea of Poppy Avenue Boutique after experiencing some big life changes and moving cross country from Texas to Wisconsin in 2016. We prayed for guidance on what our next steps in life should look like and over the next nine months Poppy Avenue Boutique turned into not only a dream, but a reality.

We are requesting a class A license for Poppy Avenue Boutique for the following reasons:

1. Our number one reason for requesting a class A license for Poppy Avenue Boutique is to add a more unique experience to our monthly store events and our monthly GNO classes and events. We strive to create a unique shopping experience for each customer who walks in our doors and we would be honored to legally offer 3oz samples of wine during our events while customers sip and shop local.

2. By adding this small gesture it allows the customer to instantly unwind and relax. Adding a sample of wine to a shopping experience can keep the customer coming back. Additionally, by adding wine samples to our events we are creating a community where friends, mother daughter duos, and couples can gather and create shopping traditions. With this being said, during our community events with Definitely De Pere last year that allowed us to offer wine samples to the public we experience double growth in our revenue sales in these shopping days alone. By offering wine samples to our customers during monthly events not only boosts our gross revenue and allow us to be successful, but will help all our neighboring businesses for a healthy economic growth.
3. Many boutiques and salons offer a small glass of wine gesture to their clientele daily and many do it illegally. After learning serving samples of wine is illegal without a proper license or without an approved community event we refuse to jeopardize our business without going about it the right way.

Thank you for your time and consideration,

Audra Balof & Christian Brewer
920-585-4500
poppyavenueboutique@gmail.com

MEMORANDUM

TO: Alderperson James Boyd, Chair
License Committee Members

FROM: Judith Schmidt-Lehman, City Attorney *Judy*

DATE: January 15, 2019 (meeting date)

RE: Application of Poppy Avenue Boutique, LLC for Class A Beer and Liquor Retail License

This agenda item pertains to the application by Poppy Avenue Boutique, LLC, for both a Class "A" fermented malt beverage ("Beer") and Class "A" intoxicating liquor ("liquor") license for their boutique at 117 N. Broadway Street. In the application materials, the applicant indicates the "main" reason they are requesting the license is to be able to provide wine samples to their customers as they shop. A review of the application shows secondary reasons of customer satisfaction and desire to conform to alcohol beverage laws.

Under state law, someone holding a Class "A" beer license is allowed to sell beer for consumption off the premises where sold and in original packages, containers, and bottles. They are also authorized under state law to provide, free of charge, to customers and visitors fermented malt beverages taste samples.¹

¹ Wis. Stats. §125.25(1) provides in pertinent part:

... A Class "A" license authorizes retail sales of fermented malt beverages for consumption off the premises where sold and in original packages, containers, and bottles. A Class "A" license also authorizes the licensee to provide, free of charge, to customers and visitors who have attained the legal drinking age fermented malt beverages taste samples that are not in original packages, containers, or bottles and that do not exceed 3 fluid ounces each, for consumption on the Class "A" premises. No Class "A" licensee may provide more than 2 taste samples per day to any one person. Taste samples may be provided under this subsection only between the hours of 11 a.m. and 7 p.m. Any other provision of this chapter applicable to retail sales of fermented malt beverages by a Class "A" licensee also applies to the provision of taste samples, free of charge, of fermented malt beverages by a Class "A" licensee.

Someone holding a Class "A" liquor license is allowed to sell liquor for consumption off the premises where sold and in original packages and containers and provide free of charge, to customers and visitors, intoxicating liquor² and wine³ samples.

Under these state laws, places with Class "A" beer and liquor licenses may offer samples of the beer and liquor they are selling to 'customers and visitors' of the retail beer/liquor store. A necessary predicate to providing "samples" of an alcohol beverage is to have the alcohol beverage (in original package) ready for sale.

The application materials do not indicate this applicant intends to sell, by retail, any fermented malt beverage or intoxicating liquor from the licensed premises. Rather, the only reason for the application is to be able to provide samples of wine to their customers, to sip and shop at the boutique.

Without the sale of beer or liquor in the original package from the proposed licensed premises, the application does not meet the requirements of the statute for licensing, and the application must be denied.

² Wis. Stats. §125.51(2) provides:

- (a) A Class "A" license authorizes retail sales of fermented malt beverages for consumption off the premises where sold and in original packages, containers, and bottles.
- (am) A Class "A" license also authorizes the licensee to provide, free of charge, to customers and visitors who have attained the legal drinking age fermented malt beverages taste samples that are not in original packages, containers, or bottles and that do not exceed 3 fluid ounces each, for consumption on the Class "A" premises. No Class "A" licensee may provide more than 2 taste samples per day to any one person. Taste samples may be provided under this subsection only between the hours of 11 a.m. and 7 p.m. Any other provision of this chapter applicable to retail sales of fermented malt beverages by a Class "A" licensee also applies to the provision of taste samples, free of charge, of fermented malt beverages by a Class "A" licensee.

³ Wis. Stats. § 125.06(13) provides:

WINE SAMPLING ON "CLASS A" PREMISES.

- (a) The provision of wine taste samples of not more than 3 fluid ounces each, free of charge, by a "Class A" licensee to customers and visitors for consumption on the premises. No "Class A" licensee may provide more than 2 taste samples per day to any one person. This subsection applies only between the hours of 11 a.m. and 7 p.m. Notwithstanding s. 125.07 (1) (a) 1., no "Class A" licensee may provide taste samples under this subsection to any underage person. No "Class A" licensee may provide as taste samples under this subsection wine that the "Class A" licensee did not purchase from a wholesaler.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Poppy Avenue Clean Beauty Bar (DBA Poppy Avenue Clean Beauty Bar), 115 N Broadway, De Pere. Submitted by Poppy Avenue Clean Beauty Bar, Agent: Audra Balof, De Pere, WI.

ATTACHMENTS:

- Alder Boyd-License Committee- Rec Premises Class B Application (PDF)
- Poppy Av Clean Beauty Bar_Class B_Application (PDF)

MEMORANDUM

TO: Alderperson James Boyd, Chair
License Committee Members

FROM: Judith Schmidt-Lehman, City Attorney *Judy*

DATE: January 15, 2019 (meeting date)

RE: Application of Poppy Avenue Boutique, LLC for Class B Combination License
(on premise consumption)

The premise described in the application for a “Class B” fermented malt beverage (“beer”) and “Class B” intoxicating liquor (“liquor”) license also houses a retail store known as “Poppy Avenue Clean Beauty Bar,” which is described in supplemental materials from the applicant as “...a one stop shop for clean cosmetics and skin care, relaxation, education, and daily beauty activity.”

As you are aware, State law¹ limits the types of businesses that can be operated in conjunction with a Class “B” beer license. A “Class B” Intoxicating Liquor license may only be issued in conjunction with a Class “B” Beer license.²

Exceptions to this rule are:

- hotel;
- restaurant;
- combination grocery store and tavern;
- combination sporting goods store and tavern;
- combination novelty store and tavern;
- bowling alley or recreation premises;
- club, society or lodge;
- movie theater; and
- painting studio

¹ Wis. Stats. §125.32(3m)(i)

² Wis. Stats. §125.51(3)(f)

In August, 2018, the Common Council adopted Ordinance 18-16, which amended city ordinances to define “recreation premises” for purposes of the above exceptions.

Under that ordinance, the following language was added to §7-2 De Pere Municipal Code:

(h) *Recreation premise.* For purposes of Wis. Stats. §125.32(3m)(i), incorporated by reference under Sec. 7-1 of this Chapter, “recreation premises” means:

- (1) a premises in which an organized and regularly conducted recreational activity takes place.
- (2) Recreational activity means an activity primarily offered and undertaken for the purpose of exercise, relaxation, culture or education, including practice or instruction in any such activity.

In order for the application to be considered meeting the qualifications of the city’s ordinance, the applicant must provide sufficient information for the Committee and Council to determine:

1. a “recreational activity” is being offered and undertaken on the premises; and
2. that “recreational activity” is undertaken primarily for the purpose of exercise, relaxation, culture or education; and
3. the “recreational activity” can include practice or instruction in the recreational activity.

After a careful review of the application materials, it is difficult to discern what recreational activity is slated to occur at or in the Beauty Bar. The information provided shows that the location retails beauty products and the experience would be ‘enjoyable’ and perhaps ‘memorable.’ However, the application does not identify activities to occur on the premises which are primarily offered and undertaken for exercise, relaxation, culture or education.

In order to qualify under the “recreational activity” exception to the ban on more than one business to exist on a Class B licensed premises, a showing that a qualifying recreational activity is to be regularly conducted on the premises is required. If that showing is not made, the application does not meet the qualifications of the city’s ordinance and the application cannot be approved.

If you have any questions or concerns prior to the meeting, feel free to call me at 339-4042. Otherwise, I look forward to discussing this with you at the meeting.

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1 20 2018;
ending June 30 20 2019TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

1. The named ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Poppy Avenue
Clean Beauty Bar

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member	<u>member</u>	<u>Balof, Andra, C</u>	
Vice President/Member	<u>member</u>	<u>Brewer, Christian, E</u>	
Secretary/Member			
Treasurer/Member			
Agent	<u>Andra Balof</u>		
Directors/Managers			

3. Trade Name Poppy Avenue Clean Beauty Bar Business Phone Number 920-585-4500

4. Address of Premises 115 N Broadway De Pere, WI 54115 Post Office & Zip Code

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No

6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No

7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No

8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.

- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No

- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Retail space of 1600 sqft + backroom

10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

- (b) If yes, under what name was license issued? Saks Holdings, LLC

12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit?

- [phone (608) 266-2776] ☒ Yes ☐ No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

A. Balof
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>12-31-18</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



115 N Broadway
De Pere, WI 54115

January 9, 2019

Carey Danen
City of De Pere
335 S Broadway
De Pere, WI 54115

Dear Carey,

Thank you for all your help and guidance in obtaining a class B license for our new business, Poppy Avenue Clean Beauty Bar, located at 115 N Broadway in De Pere. Below is information regarding our request.

Our Story:

Poppy Avenue Boutique is a business built on grace and coffee...alot of coffee! The mother daughter duo Audra and Christian founded the idea of Poppy Avenue Boutique after experiencing some big life changes and moving cross country from Texas to Wisconsin in 2016. We prayed for guidance on what our next steps in life should look like and over the next nine months Poppy Avenue Boutique turned into not only a dream, but a reality. Two years later they1~ stand next door to a new sister store, Poppy Avenue Clean Beauty Bar, Wisconsin's first clean beauty and wine bar.

We are requesting a class B license for Poppy Avenue Clean Beauty Bar for the following reasons:

1. At our core and culture Poppy Avenue Clean Beauty Bar is a one stop shop for clean cosmetics and skin care, relaxation, education, and daily beauty activity.
2. Additionally, we plan to rent out our space for private classes, bridal parties, and special events. We want to to be able to offer a licensed bartender to legally serve and sell beer and wine. Not only would the ability to serve beer and wine greatly increase interest and attendance, it would also allow our business extra supplementary gross revenue to be able to thrive and grow for years to come.

3. Furthermore, if we are able to obtain a license we plan to present a small but delicious menu of wine and beer. By adding a variety of adult beverages it allows not only women to enjoy their experience in the beauty bar, but if their significant other tags along they will have a memorable experience as well. Besides the menu of wine and beer we will add a special weekend mimosa menu to lure shoppers back downtown. The result of offering these additional adult beverages on the weekend is to increase traffic flow not only for our businesses, but for our surrounding neighboring businesses and the entire downtown De Pere community.
4. Lastly, another advantage to acquiring a license is stimulating healthy economic growth by increasing job opportunities and extending staff hours. With this license we will be able to offer our neighborhood and city a vibrant and safe place to work and unwind.

We greatly appreciate your consideration,

Audra and Christian
920-585-4500
poppyavenuecleanbeautybar@gmail.com

SURRENDER OF LICENSE

Part I

Legal/Real Name of Current Licensee: SAKS Holdings LLC
 Premises Address: 115 N Broadway
 Trade Name: SAKS Holdings

This is to advise that the undersigned is surrendering the following license(s)

Combination "Class B" Beer & Liquor
 Class "B" Beer
 Class "A" Beer and/or "Class A" Liquor (circle which apply)
 Wholesale Beer
 "Class C" Wine

to: Poppy Avenue Clean Beauty Bar
Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

Audra Balof
 President, Member, Partner, Individual

A. Balof
 Secretary, Member, Partner

Current Licensee

[Signature]
 President, Member, Partner, Individual

[Signature]
 Secretary, Member, Partner

State of Wisconsin)
) ss.

County of Brown

On the 9th day of January, 2019, personally came before me
Andrew Krans, known to me to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the **Current Licensee** and
 acknowledged that s/he executed the foregoing document.

Carey E. Danen
 Notary Public

Brown County, Wisconsin

My Commission expires: 4-30-21

State of Wisconsin)
) ss.

County of Brown

On the 9th day of January, 2019, personally came before me
Audra Balof, known to be to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the **Proposed New Applicant** and
 acknowledged that s/he executed the foregoing document.

Carey E. Danen
 Notary Public
 Brown County, Wisconsin

My Commission expires: 4-30-21

SURRENDER OF LICENSE
Part II

January 9, 2019
Date

City of De Pere Clerk
335 S. Broadway St.
De Pere, WI 54115

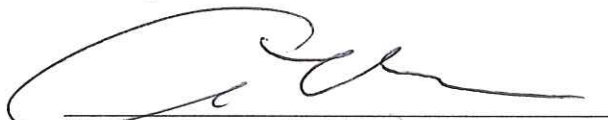
This is to notify you that I am the owner of the building located at

115 N Broadway, De Pere, Wisconsin.

I have entered into a lease for the above property effective January 1st, 2019 with
Poppy Av Clean Beauty Bar, (Strike sentence if not applicable).

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,


Signature of owner of building

Printed name of owner: ANDREW T. KRAWS

Home address of owner: 941 LAUREL PLACE, De Pere, WI. 54115

Daytime phone number of owner: 920-371-5032



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for
a Temporary Premise Description Change for St. Norbert College.

ATTACHMENTS:

- SNC_Premises Description Change_1-15-19 (PDF)

Premise Description Change

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning JULY 1 20 18 ;
ending JUNE 30 20 19

TO THE GOVERNING BODY of the: ☐ Town of }
☐ Village of } DE PERE
☒ City of }

County of BROWN Aldermanic Dist. No. _____ (If required by ordinance)

1. The named ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ST. NORBERT COLLEGE, INC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member	<u>PRESIDENT BRIAN BRUESS</u>		
Vice President/Member			
Secretary/Member	<u>SECRETARY AMY SORENSON</u>		
Treasurer/Member	<u>TRUASURER EILEEN JAHNKE</u>		
Agent	<u>TERRIE DUBOIS</u>		
Directors/Managers			

3. Trade Name: ST NORBERT COLLEGE, INC. Business Phone Number 9204031352
4. Address of Premises: SEE ATTACHED Post Office & Zip Code: DEPERE 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SEE ATTACHED
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? ST NORBERT COLLEGE, INC.
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Eileen M. Jahnke
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>12-20-18</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AT-106 (R, 7-18)

Wisconsin Department of Revenue

Attachment: SNC_Premises Description Change_1-15-19 (7803 : Application for a Temporary Premise Description Change for SNC)

Extension of Premise for:

Cassandra Voss Center: 311 Grant Street, Main floor conference room

January 21, 2019; 5-7:30pm

February 18th, 2019; 5-7:30pm

March 18th, 2019; 5-7:30pm

April 15th, 2019; 5-7:30pm

Bush Art Center: 403 Third Street, Gallery lobby

February 15th, 2019; 5-7pm

February 28th, 2019; 5-7pm

April 12th, 2019; 5-7pm



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and action on the purchase of a garbage & recycling truck.

The City Council approved purchasing a new garbage & recycle truck with a compressed natural gas (CNG) engine as part of the 2019 budget (See attached capital worksheet). The budgeted amount for the new truck is \$280,000 and the intent was to bond for this purchase. (See attached sheet) Staff opened bids for the new garbage truck and the low bid price is as follows:

Stepp Equipment Company = \$301,785.00

Staff also bid the truck with a diesel option and the low bid price is as follows:

Stepp Equipment Company = \$255,971.00

Since the CNG truck is over budget, staff is bringing forward to Council for consideration:

- * Bond for additional \$21,785.00 and go with the CNG engine; or
- * Purchase the truck with a diesel engine

As part of this discussion, staff also bid the replacement of two plow trucks. The budgeted amount for both of these trucks was \$400,000. (See attached capital worksheets) The bids came in at \$360,578 which is \$39,422 under budget. Council could consider with the additional bonding to re-allocate the \$39,422 towards the CNG garbage and recycle truck. The net result would be the total bonding would still be within the approved bonding budgets for all three (3) trucks.

Staff would recommend re-allocating the \$39,422 to purchase the CNG garbage & recycle truck.

ATTACHMENTS:

- Capital Worksheets (PDF)

Packet Pg. 89

**CITY OF DE PERE FIVE-YEAR CAPITAL IMPROVEMENTS PLAN
2019 - 2025**

1.14.a

CAPITAL PROJECTS WORKSHEET

PROPOSED BY: Public Works Department

DATE PREPARED: July 29, 2018

DESCRIPTION OF PROJECT:

Replace #85, 2009 Peterbilt with Wittke body automated garbage truck.

NEW: or REPLACEMENT: X

PROJECTED COST: \$ 280,000

PROPOSED METHOD OF FINANCING:

\$

%

GENERAL FUND

CAPITAL IMPROVEMENTS FUND

GENERAL OBLIGATION DEBT

\$280,000

SPECIAL ASSESSMENT

GRANTS

OTHER

ADDITIONAL ANNUAL OPERATING AND MAINTENANCE COSTS (Identify)

PROJECT JUSTIFICATION

The MSC fleet team reviewed the vehicle and equipment replacement ratings for all City vehicles and equipment. The replacement ratings are based on the American Public Works Association's guidelines for vehicle and equipment replacement. These guidelines rate vehicles and equipment based on condition, maintenance & repair costs, reliability, type of service, miles / hours, and age. Points are given for each criteria. Total point ranges rate the equipment as:

Under 18 points –	Excellent condition
18 to 22 points -	Good condition
23 to 27 points -	Qualifies for replacement
28 points and above -	Needs immediate consideration for replacement

The existing 2009 garbage truck will be rated at 24 in 2018 qualifies for consideration for replacement. The garbage truck is used all year round.

In the past the garbage and recycle trucks are replaced on a five (5) year cycle due to every day usage with all the mechanical moving parts. The truck is needed in order for the City to continue to pick up garbage.

The MSC fleet team also evaluated a diesel vs. CNG. The CNG engine is approximately \$50,000 more than diesel. The CNG engine will save on fuel and maintenance costs but there may not be the full payback in the life of the truck. However, for sustainability purposes, the CNG engine is recommended.

The MSC fleet team reviewed the required repairs that are currently needed for this truck which are:

- 1) Packer and plates need replacement = \$6,000
- 2) Lift cylinders leaking = \$1,800
- 3) Tailgate rusted, fabricate new lights and paint = \$4,000
- 4) Replace hydraulic tank that is rusted through = \$1,500
- 5) Rebuild arm assembly = \$5,000
- 6) Replace two(2) hydraulic pumps = \$3,000

Total repairs needed = \$21,300

The MSC fleet team recommends replacing the existing garbage truck with a CNG engine.

Attachment: Capital Worksheets (7780 : Consider Purchasing Garbage & Recycle Truck)

**CITY OF DE PERE FIVE-YEAR CAPITAL IMPROVEMENTS PLAN
2019 – 2025**

CAPITAL PROJECTS WORKSHEET

PROPOSED BY: Public Works Department

DATE PREPARED: July 29, 2018

DESCRIPTION OF PROJECT:

Replacement of 2004 dump truck #74 with plow, wing, and sander

NEW: or REPLACEMENT: X

PROJECTED COST: \$ 200,000

PROPOSED METHOD OF FINANCING:

\$

%

GENERAL FUND

CAPITAL IMPROVEMENTS FUND

GENERAL OBLIGATION DEBT

\$ 200,000

SPECIAL ASSESSMENT

GRANTS

OTHER

ADDITIONAL ANNUAL OPERATING AND MAINTENANCE COSTS (Identify)

PROJECT JUSTIFICATION

The MSC fleet team reviewed the vehicle and equipment replacement ratings for all City vehicles and equipment. The replacement ratings are based on the American Public Works Association's guidelines for vehicle and equipment replacement. These guidelines rate vehicles and equipment based on condition, maintenance & repair costs, reliability, type of service, miles / hours, and age. Points are given for each criteria. Total point ranges rate the equipment as:

Under 18 points –	Excellent condition
18 to 22 points -	Good condition
23 to 27 points -	Qualifies for replacement
28 points and above -	Needs immediate consideration for replacement

The existing 2004 dump truck is currently rated at 28 in 2018 and needs immediate consideration for replacement. The dump truck is used mainly for snow operations.

The MSC fleet team reviewed the required repairs that are currently needed for this truck which are:

- 1) Hydraulic hoses = \$5,500
- 2) Dump box and hoist = \$16,500
- 3) Salt spreader = \$5,000
- 4) Sandblast and paint frame = \$2,000
- 5) Lower plow blade frame cracked = \$1,000

Total repairs needed = \$30,000

The MSC fleet team recommends this truck be replaced.

PROJECT RANKINGS 1

CITY COUNCIL

STAFF RECOMMENDATION

Goal No.

Attachment: Capital Worksheets (7780 : Consider Purchasing Garbage & Recycle Truck)

**CITY OF DE PERE FIVE-YEAR CAPITAL IMPROVEMENTS PLAN
2019 – 2025**

CAPITAL PROJECTS WORKSHEET

PROPOSED BY: Public Works Department

DATE PREPARED: July 29, 2018

DESCRIPTION OF PROJECT:

Replacement of 2004 dump truck #77 with plow, wing, and sander

NEW: or REPLACEMENT: X

PROJECTED COST: \$ 200,000

PROPOSED METHOD OF FINANCING:

\$

%

GENERAL FUND

CAPITAL IMPROVEMENTS FUND

GENERAL OBLIGATION DEBT

\$ 200,000

SPECIAL ASSESSMENT

GRANTS

OTHER

ADDITIONAL ANNUAL OPERATING AND MAINTENANCE COSTS (Identify)

PROJECT JUSTIFICATION

The MSC fleet team reviewed the vehicle and equipment replacement ratings for all City vehicles and equipment. The replacement ratings are based on the American Public Works Association's guidelines for vehicle and equipment replacement. These guidelines rate vehicles and equipment based on condition, maintenance & repair costs, reliability, type of service, miles / hours, and age. Points are given for each criteria. Total point ranges rate the equipment as:

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- 3) Salt spreader = \$5,000
- 4) Sandblast and paint frame = \$2,000

Total repairs needed = \$29,000

The MSC fleet team recommends this truck be replaced.

PROJECT RANKINGS 1

CITY COUNCIL

STAFF RECOMMENDATION

Goal No.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Ordinance #19-02 Amending §30-2 De Pere Municipal Code Regarding Park Regulations (Prohibiting Fishing from Riverwalk).

The Board of Park Commissioners, at the October 18, 2018 meeting, approved developing an ordinance to restrict fishing from the Riverwalk and moved to send it to Common Council for approval. The motion passed unanimously with a 5-0 vote.

As the popularity of our Riverwalk has grown, so have a handful of issues that need addressing. One issue that has continued to escalate is fishing from the Riverwalk. While the "fish refuge" classification prohibits fishing south of the power lines until May 1, we continue to have an increase of people attempting to fish south of the power lines and from the Riverwalk after May 1. We have posted signs that say "No Fishing from Riverwalk" in key locations, however this has not prevented people from fishing. In discussing the enforcement of the "No Fishing" restriction, our Police Department has identified we must develop an ordinance and post accordingly in order for them to effectively enforce the restriction.

ATTACHMENTS:

- Ord19-02 (DOCX)
- 30-2 riverwalk no fishing redlined (PDF)

ORDINANCE #19-02

AMENDING § 30-2 DE PERE MUNICIPAL CODE REGARDING PARK REGULATIONS

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

SECTION 1. Section 30-2(a), *Definitions*, is hereby amended by adding the following as
paragraphs (4) of this section:

(4) "Fish" or "fishing" means the act, occupation or sport of catching or attempting to catch fish.

SECTION 2. Section 30-2(b), *Use of parks*, is hereby amended by:

1. By labeling the first paragraph of this section as (1); and
2. Adding the following as paragraph (2):

(2) Fishing from Riverwalk Prohibited. No person shall fish from the Riverwalk sidewalk, viewing pier and abutments thereto, or viewing platforms. The Director shall place signs indicating the area(s) to which this prohibition applies.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of
January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Committee Approval: 10/18/18

Publication Date: _____

Sec. 30-2. - Park regulations

(a) *Definitions.* In this Section, the following words or phrases shall have the meaning set forth below:

(1) “Alcohol beverage or beverages” means fermented malt beverages and intoxicating liquor all as provided for and defined in Chapter 125, Wisconsin Statutes.

(2) “Board” means the Board of Park Commissioners.

(3) “Director” means the Director of Parks, Recreation and Forestry.

(4) “Fish” or “fishing” means the act, occupation or sport of catching or attempting to catch fish.

(b) ~~(b)~~ Use of parks.

(1) No person shall enter or use any public park of the city except as permitted under this chapter and under the rules and regulations of the Board.

(2) Fishing from Riverwalk Prohibited. No person shall fish from the Riverwalk sidewalk, viewing pier and abutments thereto, or viewing platforms. The Director shall place signs indicating the area(s) to which this prohibition applies.

**City of De Pere, Wisconsin****Request For Common Council Action**

MEETING DATE: January 15, 2019

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Ordinance #19-03 Amending Chapter 150 De Pere Municipal Code Regarding Various Traffic Regulations.

The Board of Public Works, at the January 7, 2019 meeting, approved the City Engineers Parking and Traffic Recommendations and moved to send it to Common Council for approval. The recommendation passed unanimously with a 4-0 vote.

ATTACHMENTS:

- Ord19-03 (DOCX)
- 2019-01-07-CI-BOPW-PTTeam-Recommendations (DOCX)

ORDINANCE #19-03

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

Section 1: §150-23, Schedule G (Parking) is hereby amended as follows:

DELETIONS:

<i>Long-term parking</i>			
<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking ROW/From Dir.</i>	<i>Located No. of Stalls/From Dir.</i>
Nicolet Square	4	1/S	1/W thru 3/W
Nicolet Square	13	1/S	4/W thru 16/W

<i>Three-Hour Parking with Long Term Permit</i>			
<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking ROW/From Dir.</i>	<i>Located No. of Stalls/From Dir.</i>
Nicolet Square (East)	3	1/S	1/W thru 3/W

ADDITIONS:

<i>No parking</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Bridgeport Circle	Interior of Circle	Bridgeport Lane	Bridgeport Lane

Section 2: §150-23, Schedule C (Yield Right-of-Way Intersections) is hereby amended
as follows:

ADDITIONS:

<i>Traffic On</i>	<i>Yields At</i>
Bruss Street	Mount Olivet Drive

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: This ordinance shall take effect on and after its passage and publication.

Ordinance #19-03
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of
January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 1/7/2019

Publication Date: _____

Effective Date: _____

Attachment: Ord19-03 (7779 : Ordinance #19-03 Amending Chapter 150 DPMC Regarding Traffic Regulations.)

CITY OF DE PERE

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



City Engineer Parking and Traffic Recommendations December 11, 2018 Meeting

Parking and Parking Lot Items:

1. Update the ordinance for parking in the Nicolet Square due to construction of the new dumpster enclosure. Three stalls were eliminated.

Recommendation:

- Staff recommends updating the ordinance to change as follows:

Three-Hour Parking with Long-Term Permit

Delete:

<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking Row/From Dir.</i>	<i>Located No. of Stalls/From Dir.</i>
<i>Nicolet Square (East)</i>	<i>3</i>	<i>1/S</i>	<i>1/W thru 3/W</i>

2. During the review of the Nicolet Square parking, it was found that 16 stalls are included in long-term parking and also in three hour parking with long term permit.

Recommendation:

- Staff recommends eliminating the long term parking designation and leave as three hour parking with long term permit, which is how the stalls are signed.

Long Term Parking

Delete:

<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking Row/From Dir.</i>	<i>Located No. of Stalls/From Dir.</i>
<i>Nicolet Square</i>	<i>4</i>	<i>1/S</i>	<i>1/W thru 3/W</i>
<i>Nicolet Square</i>	<i>13</i>	<i>1/S</i>	<i>4/W thru 16/W</i>

3. Consider No Parking restrictions on one side of Bridgeport
 - Bridgeport Circle was constructed in 2018. The street was built to a 28 foot width for parking on one side per the City's Street width policy adopted in 2014.

Recommendation:

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- Staff recommends restricting parking on the inside of the circle, updating the ordinance as follows:

No Parking

Insert:

<i>Parking Lot</i>	<i>Side of Street</i>	<i>From Curbline/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. Of Start</i>
<i>Bridgeport Circle</i>	<i>Interior of Circle</i>	<i>Bridgeport Lane</i>	<i>Bridgeport Lane</i>

Pedestrian and Bicycle Items

- Consider ladder crosswalk at Ridgeway and Webster.
 - Webster Avenue has an ADT of 10,300.
 - Ridgeway Boulevard has an ADT between 4100 and 4700 ADT.
 - The criterion for a ladder crosswalk per the City Policy is a collector/arterial street with an ADT of greater than 9,000.

Recommendation:

- Staff recommends adding the ladder crosswalk across Webster Avenue. The Webster Avenue crosswalk meets the criteria for a ladder crosswalk, Ridgeway does not.

- Consider street light at Third and Grant at the crosswalks.
 - There is only a decorative light at this location.

Recommendation:

- Staff recommends the installation of a street light at this location.

- Consider Rectangular Rapid Flashing Beacons (RRFB's) at Broadway and George Street
 - Conforms to City policy for RRFB's which are used in the following situations:
 - Collector or arterial street.
 - Average daily traffic (ADT) of over 12,000 vehicles.
 - 20 or more pedestrians utilize crossing over a 60 minute peak period.

Recommendation:

- Staff recommends the installation of RRFB's at this location.

- Consider RRFB at Broadway and James Street
 - Conforms to City policy for RRFB's which are used in the following situations:
 - Collector or arterial street.
 - Average daily traffic (ADT) of over 12,000 vehicles.
 - 20 or more pedestrian utilize crossing over a 60 minute peak period.

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Recommendation:

- Staff recommends the installation of RRFB's at this location.

Signs – Other

8. Consider a “Yield” sign on Bruss Street at Mount Olivet Drive
 - This installation of the yield sign on Bruss Street at Mount Olivet Drive meets the City policy for Unsignalized Intersections.

Recommendation:

- Staff recommends the yield sign on Bruss Street at Mount Olivet Drive with the ordinance updated as follows:

*Yield Right-of-Way Intersections**Insert:*

<i>Traffic On</i>	<i>Yields At</i>
<i>Bruss Street</i>	<i>Mount Olivet Drive</i>

**City of De Pere, Wisconsin****Request For Common Council Action**

MEETING DATE: January 15, 2019

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #19-04 Repealing and Recreating Section 13-10 De Pere Municipal Code Regarding Special Assessment Deferment for Hardship.

At its meeting on January 8, 2019, the Finance/Personnel Committee unanimously approved the proposed changes to Section 13-10 of the De Pere Municipal Code with the addition of annual reviews of the hardship circumstances to be completed by City staff.

ATTACHMENTS:

- Ord19-04 (DOCX)
- Hardship deferment of specials as amend by f-p red-lined (PDF)
- Mayor & F-P Hardship Assessment Deferral 13-10 amend (DOCX)

ORDINANCE #19-04

REPEALING AND RECREATING SECTION 13-10 DE PERE MUNICIPAL CODE
REGARDING SPECIAL ASSESSMENT DEFERMENT FOR HARDSHIP

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

Section 1: Section 13-10. – *Deferment of special assessments for indigent persons*, is hereby repealed and recreated as follows:

Sec. 13-10. - Deferment of special assessments for hardship.

(a) *Deferment.* Special assessment or sidewalk repair expense (hereinafter "assessment") levied or charged against property may be deferred for reasons of hardship by the finance/personnel committee ("the Committee") as provided in this section. Hardship assessment deferments may be granted only for assessments levied or charged against owner-occupied, single-family or duplex real estate. Such deferment shall be by resolution directing the clerk-treasurer to pay all or any portion of assessments levied or charged against such property.

(b) *Copy of resolution to be filed with county register of deeds.* A copy of such resolution, with a statement of the amount and date paid and a description of the property, certified by the clerk-treasurer, shall be recorded with the county register of deeds. The amount shall thereby become a lien upon such real property in favor of the city prior to any other lien, than prior outstanding tax certificates or prior liens hereunder, for the amount paid, with legal interest, and shall be enforceable after transfer of title of the property by sale, inheritance, gift or will, in the manner provided by law for the enforcement of mechanics' liens.

(c) *Discharge of lien.* The owner of such property, his or her heirs, personal representatives or assignees may discharge such lien at any time by paying the amount of such lien with accrued interest to the clerk-treasurer, who shall execute a proper satisfaction which may be duly recorded with the county register of deeds.

(d) *Transfer of title by sale or gift.* After transfer of title by sale, inheritance, gift, or will, or when the basis for hardship no longer exists, the assessment shall be due and owing in full.

(e) *Application.* Application for deferment shall be made to the Committee upon an affidavit form provided by the clerk-treasurer verified by each applicant.

(1) The application shall list the relationship, ages and employment status of the applicant and all dependents; a complete schedule setting forth all assets, liabilities and income from all sources, including his or her own and those of his or her dependents; and any other pertinent information which may assist in evaluating such application. The current federal poverty guidelines shall be used by the Committee in evaluating the applicant's ability to pay the assessment. Nothing herein shall prohibit an applicant with a household income above such guidelines from receiving a deferral if the Committee determines that extraordinary expenses or other financial obligations of the applicant nonetheless constitute/create hardship to the extent the applicant is unable to pay the assessment.

(2) The above information, together with the information provided in paragraph (f) below, shall be considered and treated as privileged information and shall not be made public without the applicant's consent.

(3) Applications shall be reviewed by the Committee which shall either grant or deny the requested deferment. The decision of the Committee shall be final.

(f) *Notification of clerk-treasurer of increases.* The clerk-treasurer shall annually request from persons granted a deferral, information pertaining to any increase in assets, annual income or change in any factor identified in the Committee's hardship determination. If the information provided shows that the household income of the deferral recipient exceeds the federal poverty guidelines, the clerk-treasurer shall notify the deferral recipient that the basis of hardship has ceased together with notice that the assessment, plus interest, will be placed upon the tax roll as a special charge for services rendered pursuant to Wis. Stats. §66.0627. A determination that the basis of hardship has ceased under this paragraph may be appealed to the Committee for its review of the hardship determination, which determination on review shall be final. Appeal to the Committee shall be in writing and filed with the city clerk-treasurer within 30 days of the clerk-treasurer's determination that the basis of hardship has ceased.

(g) *Failure to provide, providing false or providing incomplete information.* If the applicant willfully provides false or incomplete information, or fails to provide the information requested under paragraph (f) above, the basis for hardship shall no longer exist and the assessments shall become due and owing in full.

(h) *Interest; deferment period.* Interest at the rate at which the City most recently bonded, plus 1% shall be charged during the deferment period. The interest rate shall not, however, exceed the legal rate prescribed by state law.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 1/08/19

Publication Date: _____

Effective Date: _____

Sec. 13-10. - Deferment of special assessments for hardship~~indigent persons~~.

(a) *Deferment.* ~~Any s~~Special assessment or sidewalk repair expense (hereinafter "assessment") levied or charged against property ~~owned by indigent persons~~ may be deferred for reasons of hardship by the finance/personnel committee ("the Committee") as provided in this section.~~council. Such~~ Hardship assessment deferments may be granted only for assessments levied or charged against -shall be only owner-occupied, single-family or duplex real estate. Such deferment shall be by resolution directing the clerk-treasurer to pay all or any portion of assessments levied or charged against such property.

(b) *Copy of resolution to be filed with county register of deeds.* A copy of such resolution, with a statement of the amount and date paid and a description of the property, certified by the clerk-treasurer, shall be recorded with the county register of deeds. The amount shall thereby become a lien upon such real property in favor of the city prior to any other lien, than prior outstanding tax certificates or prior liens hereunder, for the amount paid, with legal interest, and shall be enforceable after transfer of title of the property by sale, inheritance, gift or will, in the manner provided by law for the enforcement of mechanics' liens.

(c) *Discharge of lien.* The owner of such property, his or her heirs, personal representatives or assignees may discharge such lien at any time by paying the amount of such lien with accrued interest to the clerk-treasurer, who shall execute a proper satisfaction which may be duly recorded with the county register of deeds.

(d) *Transfer of title by sale or gift.* After transfer of title by sale, inheritance, gift, or will, or when the basis for indigence-hardship no longer exists, the assessment shall be due and owing in full.

(e) *Application.* Application for deferment shall be made to the Committee council upon an affidavit form provided by the clerk-treasurer verified by each applicant.

(1) The application shall list the relationship, ages and employment status of the applicant and all dependents; a complete schedule setting forth all assets, liabilities and income from all sources, including his or her own and those of his or her dependents; and any other pertinent information which may assist in the city to evaluating such application. The current federal poverty guidelines shall be used by the Committee in evaluating the applicant's ability to pay the assessment. Nothing herein shall prohibit an applicant with a household income above such guidelines from receiving a deferral if the Committee determines that extraordinary expenses or other financial obligations of the applicant nonetheless constitute/create hardship to the extent the applicant is unable to pay the assessment.

(2) The above information, together with the information provided in paragraph (f) below, schedule of net worth and income shall be considered and treated as privileged information and shall not be made public without the applicant's consent.

(3) Applications shall be reviewed by the ~~finance c~~Committee which shall ~~recommend either~~ the grant or denial of the requested deferment, ~~s to the common council.~~ The decision of the Committee shall be final.

(f) *Notification of clerk-treasurer of increases.* The clerk-treasurer shall annually request from persons granted a deferral, information pertaining to any increase in assets, annual income or change in any factor identified in the Committee's hardship determination. If the information provided shows that the household income of the deferral recipient exceeds the federal poverty guidelines, the clerk-treasurer shall notify the deferral recipient that the basis of hardship has ceased together with notice

that the assessment, plus interest, will be placed upon the tax roll as a special charge for services rendered pursuant to Wis. Stats. §66.0627. A determination that the basis of hardship has ceased under this paragraph may be appealed to the Committee for its review of the hardship determination, which determination on review shall be final. Any appeal to the Committee shall be in writing and filed with the city clerk-treasurer within 30 days of the clerk-treasurer's determination that the basis of hardship has ceased.~~The applicant shall notify the clerk-treasurer when his or her asset and/or annual income increases.~~

(g) Failure to provide, ~~P~~providing false or providing incomplete information. If the applicant willfully provides false or incomplete information, or fails to provide the information requested under paragraph (f) above, the basis for hardship indigence shall no longer exist and the assessments shall become due and owing in full.

(h) *Interest; deferment period.* Interest at the rate at which the City most recently bonded, plus 1% shall be charged during the deferment period. The interest rate shall not, however, exceed the legal rate prescribed by state law.

MEMORANDUM

TO: Mayor Michael J. Walsh
Finance/Personnel Committee Members

FROM: Judith Schmidt-Lehman, City Attorney

DATE: January 8, 2019 (meeting date)

RE: Proposed Amendments to Assessment Deferral Ordinance (§13-10 DPMC)

In June, 2017 the Council approved amending Section 13-10 De Pere Municipal Code (DPMC) to include sidewalk repair expenses as charges eligible for deferment requests based upon inability to pay (“indigency”). Prior to making this change, the ordinance (created in 1974) allowed for hardship deferrals for other property assessments (street reconstruction, sewer, water etc.), with applications being reviewed by the finance/personnel committee for recommendation to the council for final action.

Since June, 2017, two deferment applications have been submitted with both requests being granted. As the process played out in both requests, it became evident that the public meeting setting was very uncomfortable and humbling for the applicants, even with financial aspects of the request taking place in closed session. Both the City Administrator and the undersigned noticed this uncomfortableness. With support from the Mayor, these amendments have been drafted to streamline the request process to alleviate redundancy and designate the finance/personnel committee as the final decision maker in the process.

Attached are proposed revisions to this deferral ordinance. “Hardship” replaces “indigency” in an effort to modernize the language and the process and reduce the stigma of being labeled an “indigent.” Additionally, as requested by the finance/personnel committee, the federal poverty guidelines are now expressly included in the ordinance as the metric to be used in evaluating requests for hardship.

These proposed revisions will be discussed at the January 8, 2019 Finance/Personnel Committee meeting. If you have any questions in advance of the meeting, feel free to call me at 339-4042.

JSL



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #19-02 Authorizing Software as a Service Agreement with Tyler Technologies, Inc.

As part of the budget process for 2019, the police department identified the need for scheduling software to integrate with the current payroll system. The funds for such software was approved as part of that process. The department identified Tyler Technologies ExecuTime as the company and product that would fulfill our requirements. Tyler is the parent company of not only ExecuTime but also Incode, De Pere's financial and payroll software vendor. The two systems work seamlessly with each other and that is what the department was requiring. By integrating the officer scheduling with payroll the department reduces the mountainous amount of manual paperwork to almost nothing while improving accuracy and accountability.

The initial cost of the software and maintenance will be \$19,937. The budget was approved for \$23,478, so the cost of the software is less than originally estimated.

The attached agreement has been reviewed by our City Attorney and Tyler Technologies. Tyler has approved the changes the City Attorney recommended. The agreement needs final approval by the city council. The signature block for the city needs an authorized signature. I am requesting the city council authorize the chief of police to be the agreement signer.

On January 8, 2019, the Finance and Personnel Committee recommended it for approval before the full council. If you should have any questions about the agreement or the purchase please contact me at your convenience.

Thank you for your consideration.

ATTACHMENTS:

- Reso19-02 (DOCX)
- Tyler Saas City Edits12-18 [Tyler Redline] (DOCX)
- De Pere, WI - Executime Advanced Scheduling cloud Total Tyler discount C... (PDF)

RESOLUTION #19-02

AUTHORIZING SOFTWARE AS A SERVICE AGREEMENT WITH
TYLER TECHNOLOGIES, INC.

WHEREAS, the City is in need of scheduling software, compatible with its Incode financial software, to assist the Police Department in integrating officer scheduling with the Finance Department's payroll system, improving accuracy, accountability and efficiency by reducing the amount of manual paperwork necessary; and

WHEREAS, Tyler Technologies, Inc. is able to provide such services under the terms and conditions of the attached Software as a Service Agreement, attached hereto and incorporated herein as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to enter into the Software Services Agreement attached hereto, subject to such changes deemed necessary by the City Attorney.

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 DePere, Wisconsin, this 15th day of January,
2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____



SOFTWARE AS A SERVICE AGREEMENT

Comment [JSL1]: General comment: p numbers would be appreciated.

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of De Pere.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
- 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and

Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third

Party Software, if any, in order to provide maintenance and support services;

- 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from January 1, 2019, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement. Upon the termination of the Agreement, Tyler shall, upon Client request, provide to Client a copy of the Client SQL database then residing in Tyler's hosted environment.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause

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in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

~~2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.~~

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3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt

requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investment Summary
 Exhibit B Invoicing and Payment Policy
 Schedule 1: Business Travel Policy
 Exhibit C Service Level Agreement
 Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of De Pere

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
 One Tyler Drive
 Yarmouth, ME 04096
 Attention: Chief Legal Officer

[Treasurer](#)

Address for Notices:

City of De Pere
 335 S. Broadway
 De Pere, WI 54115

Attn: _____ [City Clerk /](#)



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 ***VPN Device:*** The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 ***Implementation and Other Professional Services (including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 ***Consulting Services:*** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 ***Conversions:*** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.6 ***Other Fixed Price Services:*** Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided,

payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- 2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim

dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client

is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Quoted By: Tami Bates
 Quote Expiration: 4/29/2019
 Quote Name: City of De Pere, WI - Executime Advanced Scheduling
 Quote Number: 2018-60233-2
 Quote Description: cloud with Incode & Total Tyler discount CORRECTED

Sales Quotation For

City of De Pere
 335 S Broadway
 de Pere , WI 54115-2593
 Phone: +1 (920) 339-4046

Tyler Software and Related Services - SaaS

Description	One Time Fees			# Years	Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion		
ExecuTime					
Advanced Scheduling - Up to 50ee	100	\$10,000	\$0		\$4,913
ExecuTime Advanced Scheduling Mobile	0	\$0	\$0		\$1,024
<i>Sub-Total:</i>		<i>\$10,000</i>	<i>\$0</i>		<i>\$5,937</i>
TOTAL:	100	\$10,000	\$0	1	\$5,937

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
ExecuTime VPN Start up Fee	1	\$4,000	\$4,000	\$0
Import Interface (using ExecuTime)	1	\$0	\$0	\$0
Export Interface (using ExecuTime)	1	\$0	\$0	\$0
TOTAL:			\$4,000	\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$5,937
Total Tyler Services	\$14,000	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$14,000	\$5,937
Contract Total	\$19,937	

Comments

2018-60233-2 -cloud with Incode & Total Tyler discount CORRECTED

CONFIDENTIAL

Attachment: De Pere, WI - Executime Advanced Scheduling cloud Total Tyler discount C... (7793 : Resolution



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #19-03 Authorizing Agreement for Consulting Services Between the City of De Pere and GRAEF-USA, Inc. (Bidding and Construction Management for Bomier Boat Launch Renovation and Expansion).

The Board of Park Commissioners, at the December 20, 2018 meeting, approved accepting the bid from Graef for bidding and construction management services for Bomier Boat Launch and moved to send it to Council for approval. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- Reso19-03 (DOCX)
- Exhibit 1-Consultant Agreement-Graef(Bomier Boat Launch Renovation Bidding and Construction Management)1-4-19-152-001-17 (PDF)
- Exhibit A-Graef Consulting Agreement (PDF)
- 20181206081723140 (PDF)
- Bomier Boat Launch Professional Services Quote - Graef (PDF)
- Bomier Consulting Services (DOCX)

RESOLUTION #19-03

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND GRAEF-USA, INC.
(Bidding and Construction Management for Bomier Boat Launch Renovation and Expansion)

WHEREAS, the City is in need of contracting with an engineering firm to provide technical specification review, prepare public bidding documents and to provide general administration of the construction contract consistent with the final design plan for the Bomier Boat Launch renovation and expansion project; and

WHEREAS, GRAEF-USA, Inc., d/b/a GRAEF has available and offers to provide personnel and equipment necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Services Between the City of De Pere and GRAEF-USA, Inc., as is attached hereto and incorporated herein as Exhibit 1.

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 15th day of January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso19-03 (7735 : Resolution #19-03 Authorizing Consulting Agreement with GRAEF for Bomier Renovations.)

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND GRAEF-USA, INC.
(Bidding and Construction Management for Bomier Boat Launch Renovation and Expansion)**

THIS AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and GRAEF-USA, Inc., d/b/a GRAEF, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with an engineering firm to provide technical specification review, prepare public bidding documents and to provide general administration of the construction contract consistent with the final design plan for the Bomier Boat Launch renovation and expansion project.

WHEREAS, Consultant has available and offers to provide personnel and professional assistance necessary to accomplish the work required within the requested timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultant's Proposal of December 18, 2018 (Exhibit A), attached hereto and incorporated by reference. If a conflict exists between Exhibit A and the terms of 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 exhibit, 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 in 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, 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 with applicable information and items concerning 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.

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 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 A. Payment to the Consultant is due 30 days after 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.

X. NON-DISCRIMINATION/COMPLIANCE WITH STATE AND FEDERAL LAWS

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, 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 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 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. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. 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:

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

If to Consultant:

GRAEF-USA, Inc.
Attn: Patrick J. Skalecki, P.E.
Principal/Green Bay Office Manager
1150 Springhurst Drive; Suite 201
Green Bay, WI 54304-5950

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

GRAEF-USA, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Name: Patrick J. Skalecki, P.E.

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, City Clerk-Treasurer

H:\azills\Agreements\2019\Consultant Agreement-Graef (Bomier Boat Launch Renovation Bidding and Construction Management)1-4-19-152-001-17.docx

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



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December 18, 2018

Marty Kosobucki
 Director of Parks, Recreation and Forestry
 City of De Pere
 925 South Sixth Street
 De Pere, Wisconsin 54115-1199

SUBJECT: Bomier Boat Launch Renovation and Expansion
 Proposal for Professional Services

Dear Marty:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and City of De Pere (Client). If you prefer, a contract Amendment to our current Bomier design contract using the City's Amendment format can also be used and executed.

This proposal is for Bomier Boat Launch and Expansion (Project). If using this Proposal Contract letter, then the contract will be subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference. If amending our original design contract via the City's Amendment format document, then the Terms and Conditions of that original contract will apply.

It is our understanding that the nature of the Project is the renovation and expansion of the Bomier Boat Launch. The work to be in the project includes expansion/widening of the existing boat launch, adding a kayak launch, existing dock modifications, parking lot expansion, selective existing parking lot widening, parking lot lighting. The project also includes the passive park area consisting of a walk and stair to the riverfront, stacked precast block low retaining wall along the walk, riverfront concrete walk, prefabricated pergola and picnic shelter, benches and picnic tables, along with additional plantings. Additional lighting is not desired in the passive park area.

For this Project, GRAEF proposes to provide the following Basic Services:

Design Phase

1. Attend Kickoff Meeting with the City. Goals are to confirm design, confirm permitting in place, identify and minor design modifications needed, and confirm bidding and construction schedule.
2. Review the GRAEF design based on input from the City at the Kickoff Meeting. Make minor modifications if needed.
3. Incorporate the GRAEF Plans into the contract documents.
4. Provide technical specifications review and editing where necessary to be incorporated in the City standard specifications. Assist with editing the City's front



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end documents. City to provide front end (Div 0 and Div 1 Section) to GRAEF in MsWord format.

5. Attend two Meetings, a Kickoff Meeting and 60% Design Meeting with City staff.

Bidding Phase

1. Assist the City with loading the Project to the City's BidQuest Website.
2. Answer questions from potential bidders.
3. Issue addendums, if necessary.
4. Prepare Bid Tabulations and Recommendation of Award.

Construction Phase

1. Provide General Administration of the Contract
2. Provide interpretation of the plans/specifications.
3. Administer a Preconstruction Conference.
4. Review monthly pay requests.
5. Prepare Change Orders, as necessary.
6. Assist in the preparation of all closeout documents.
7. Review shop drawings and manufacturers data review for conformance with the Contract Documents.
8. Construction staking for all components, as required.
9. Provide Resident Engineering Services (Inspection) on a part time basis, as required. Estimated to be 3 - eight hour days/week for a 6 week period. 144 total hours budgeted.
10. The Construction Phase is anticipated to last 6 weeks.

GRAEF will endeavor to perform the Basic Services in conformance to the following schedule:

- Final preparation/assembly of Bidding Documents – on or about January 18, 2019
- Bidding Services – January 18, 2019 to February 15, 2019.
- Construction Services – anticipated for July 8 through August 16, 2019

GRAEF can provide a scope and fee for Additional Services upon request. Additional Services include:

- Post-construction as-built survey

It is our understanding that you will provide the following services, items and/or information:

- Preparation/printing/assembly of the requisite number of contracts for execution.
- Costs associated with advertising/posting the project.
- Contracting directly with and paying for a testing firm for any construction testing desired outside that required by the Contractor via the Bidding Documents.



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You agree to compensate GRAEF for all basic services noted above on an hourly rate and direct expense basis not to exceed \$33,500. The fee NTE can be further broken down as follows:

- Design Phase: \$9,800
- Bidding Phase: \$2,800
- Construction Phase: \$20,900

Direct Expenses will be billed at cost and are included in the NTE fee quoted above. Direct Expenses include mileage, travel expenses, printing and reproduction, delivery charges, and plan review fees.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project. Or, if a City Contract or City Amendment to our current contract is preferred, submit it to GRAEF for execution.

We look forward to working with you on this great project. Please call us at 920-405-3814 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

**Accepted by:
City of De Pere**

Patrick J. Skalecki, P.E.
Principal/Green Bay Office Manager

(Signature)

(Name Printed)

(Title)

(Date)



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

1695 Bellevue Street
Green Bay, WI 54311

920-491-9081
800-472-7372
FAX 920-491-9020
www.cedarcorp.com

November 27, 2018

Mr. Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

RE: Design/Bid/Construction Engineering Services Proposal
City of De Pere – Bomier Boat Launch Renovation and Expansion

Dear Marty:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere with design/bid/construction engineering services for proposed improvements to the Bomier Boat Launch Renovation and Expansion.

PROJECT UNDERSTANDING

Based on our meeting with you on November 14, 2018, we have the following understanding.

The City acquired a parcel of land to the south the existing parking area with the intent to expand the parking lot to accommodate the growing use of the boat launch. The existing parking lot is to be reconstructed while the restrooms are to remain in place with no improvements.

The City secured GRAEF to complete the design plan set and required permitting to expand the existing boat launch site and renovate the existing parking area, dated December 13, 2017. These plans are to be used as part of the bidding documents.

The City has secured a grant from NRDA (National Resource Damage Assessment) for \$210,000 to be used toward the expansion of the boat launch. The City also secured additional grant funding through the WDNR for the remaining project costs.

The design has several items that are to be purchased by the City as a kit but installed by the Contractor. These items are as follows:

- Kayak ADA Launch
- Picnic Shelter/Gazebo
- Pergola
- Benches

The design also had several items where the location will be shown; however, the Contractor/Supplier will be required to provide engineering drawings for construction. These items are as follows:

- Railings along the sidewalk in the Passive Area
- Modular Block Retaining Walls

The lighting design will utilize the City standard poles and fixtures. These will be placed on the existing bases unless needing to be relocated. The standard details from the City will be utilized.

The Project will be awarded as one construction project to one general Contractor. Based on this scenario, the project documents will be designed and prepared as one contract.

We do understand the time frame to complete the design/permitting/bidding phase. This schedule is driven by the funding programs requirements. The proposed timeframe is reasonable, there is no reason the work cannot be completed to meet your proposed schedule as detailed in the RFP.

SCOPE OF SERVICES

Based on our Project Understanding as described above and City Responsibilities as noted below, we offer the following Scope of Services.

Design Phase:

- Review the GRAEF design based on input from the City at the Kick off Meeting.
- Utilize the GRAEF Plans in the contract documents.
- Provide technical specifications review and editing where necessary to be incorporated in the City standard specifications.
- Attend two Meetings, a Kick-Off Meeting and 60% Design Meeting with City staff.

Bid Phase:

- Assist the City with loading the Project to the City's BidQuest Website.
- Answer questions from potential bidders.
- Issue addendums, if necessary.
- Prepare Bid Tabulations and Recommendation of Award.

Construction Phase – 6 Week Period:

- Provide General Administration of the Contract
 - Interpretation of the plans/specifications.
 - Administer a Preconstruction Conference.
 - Review monthly pay requests.
 - Prepare Change Orders, as necessary.
 - Assist in the preparation of all closeout documents.
- Shop Drawing and Manufacturers Data review for conformance with the contract documents.
- Construction staking for all components, as required.
- Provide Resident Engineering Services (Inspection) will be completed on a part time basis, as required. Estimated to be 3 days/week for a 6 week period.

Optional Services:

- If interested, Cedar can provide Design Services for porous pavers within the parking areas.

Our deliverables will be provided in the following format:

- Construction plans will be in AutoCAD Civil 3D format. Electronic submittals of both will be in .dwg and .pdf format.
- Construction cost estimates in Microsoft Excel format.
- Bid documents in Microsoft Word format.

OWNER RESPONSIBILITIES

Cedar understands that City of De Pere will be responsible for and/or provide the following items:

- Provide Cedar a single contract person to make required decisions for the project.
- Provide the required permits.
- Wetland Delineations and permitting, if required.
- The Project Manual and Standard Technical specifications in Word format. Project specific technical specifications to be completed by Cedar.
- Geotechnical services for the roadway and parking lot area construction.
- The City will prepare the bid documents and submit to BidQuest. The City will provide the other components to the bid documents, such as the notice to bidders, instructions to bidders, agreement and general conditions.
- The City will complete the bid opening and provide the bid documents to Cedar for review and recommendation. Upon recommendation, the City will prepare the contracts for execution.

COST

Cedar proposes to complete the work scope as follows:

<i>Design/Bidding Phase – Hourly Estimate:</i>	<i>\$9,150 - \$10,800</i>
<i>Construction Phase – Hourly Estimate:</i> <i>(6 Week Period)</i>	<i>\$28,800 - \$30,500</i>
<i>Optional Services:</i>	<i>To be Determined</i>

SCHEDULE

Cedar is prepared to complete the Projects based on our meeting. It is as follows:

November 2018	Proposals Due
December 2018	Award of Proposal
December 2018	Project Kickoff Meeting
December 2017 – January 2019	Design Phase
January -February, 2019	Bid Phase
February, 2019	Construction Bid Opening
April-May, 2019	Construction Phase – 6 week period
<i>Or</i>	
August – October, 2019	

INSURANCE

Cedar will provide a certificate of insurance at the time of contract execution.

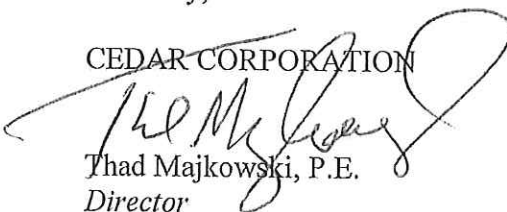
CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing their standard formatting for review and execution by Cedar.

In summary, Cedar looks forward to the opportunity to provide services to the City of De Pere. Do not hesitate to call if you have questions or would require additional information regarding our proposal.

Sincerely,

CEDAR CORPORATION


 Thad Majkowski, P.E.
 Director

cc: Eric Rakers, P.E., City Engineer, City of De Pere
 Josh Gerrits, P.E., Cedar Corporation



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

December 18, 2018

Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115-1199

SUBJECT: Bomier Boat Launch Renovation and Expansion
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We look forward to working with you on this great project. Please call us at 920-405-3814 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

**Accepted by:
City of De Pere**

Patrick J. Skalecki, P.E.
Principal/Green Bay Office Manager

(Signature)

(Name Printed)

(Title)

(Date)

G:\Mkt\Proposals & SOQs\GB\MUN\De Pere, City\Bomier Boat Launch Design-Bid-CA_20_1218



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on December 18, 2018 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of De Pere (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

Bomier Consulting Services

Design Phase:

- Review the GRAEF design based on input from the City at the Kick off Meeting.
- Utilize the GRAEF Plans in the contract documents.
- Provide technical specifications review and editing where necessary to be incorporated in the City standard specifications.
- Attend two Meetings, a Kick-Off Meeting and 60% Design Meeting with City staff.

Bid Phase:

- Assist the City with loading the Project to the City's BidQuest Website.
- Answer questions from potential bidders.
- Issue addendums, if necessary.
- Prepare Bid Tabulations and Recommendation of Award.

Construction Phase – 6 Week Period:

- Provide General Administration of the Contract
 - Interpretation of the plans/specifications.
 - Administer a Preconstruction Conference.
 - Review monthly pay requests.
 - Prepare Change Orders, as necessary.
 - Assist in the preparation of all closeout documents.
- Shop Drawing and Manufacturers Data review for conformance with the contract documents.
- Construction staking for all components, as required.
- Provide Resident Engineering Services (Inspection) will be completed on a part time basis, as required. Estimated to be 3 days/week for a 6 week period.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #19-04 Authorizing Agreement for Contractor Services Between the City of De Pere and Ostrenga Excavating, Inc. (VFW Pool, Buildings and Related Infrastructure Demolition and Back Fill).

The Board of Park Commissioners, at the December 20, 2018 meeting, approved accepting the quote from Ostrenga Excavating for \$94,664.00 for demolition of VFW Pool and building and moved to send it to Council for approval. The motion passed unanimously with a 6-0 vote.

The cost of demolition is not a budgeted item, however the Park Board is requesting to move forward with this project through use of the funds approved by the referendum. The demolition includes removal of the pool, buildings, disconnecting of all utilities, and restoring the area to a flat piece of ground with a minimum of 4" of topsoil.

A cost that is not included with their estimate is the cost of asbestos testing and removal if needed.

ATTACHMENTS:

- Reso19-04 (DOCX)
- Contractor Agreement-Ostrenga Excavating, Inc. 2019 (PDF)
- Exhibit A-Ostrenga Contractor Agreement (PDF)
- Demolition Estimate.Gauthier (PDF)

RESOLUTION #19-04

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND OSTRENGA EXCAVATING, INC.
(VFW Pool, Buildings and Related Infrastructure Demolition and Back Fill)

WHEREAS, the City is in need of demolition and site restoration services for removal of the VFW Pool infrastructure; and

WHEREAS, Ostrenga Excavating, Inc. has available and offers to provide personnel and equipment necessary to accomplish the necessary work within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Ostrenga Excavating, Inc. (VFW Pool, Buildings and Related Infrastructure Demolition and Back Fill) 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 15th day of January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, City Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso19-04 (7736 : Resolution #19-04 Authorizing Agreement with Ostrenga for VFW Pool Demolition)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND OSTRENGA EXCAVATING, INC.
(VFW Pool, Buildings and Related Infrastructure Demolition and Back Fill)**

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of De Pere, Wisconsin, a Municipal Corporation ("City"), and Ostrenga Excavating, Inc., a Wisconsin Corporation (Contractor").

I. SCOPE OF CONTRACTED SERVICES

Contractor agrees to perform the following demolition and related activities:

1. Disconnection of all utilities.
2. Complete removal and proper disposal of the following:
 - a. pool buildings, including interior fixtures;
 - b. chain link fence enclosing pool area;
 - c. lighting facilities;
 - d. surge tank;
 - e. all hard surfaces, including but not limited to pool wells and decks.
3. Restoration of the site, including clay soil back fill of the pool wells and surge tank excavations, together with 4" of topsoil and mulch to protect the site.

City shall be responsible to obtain the razing permit from the Building Inspector. City shall also be responsible for obtaining an asbestos inspection and for the removal of any asbestos required.

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.

If a conflict exists between the terms and conditions of the exhibits to this Agreement and this Agreement, the terms of this Agreement shall prevail.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal dated December 10, 2018, attached and incorporated as Exhibit A.

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 \$1,000,000.
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 naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses (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) 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 part indemnified hereunder.

To the fullest extent permitted by law, Contractor'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 Contractor or Contractor's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Contractor or Contractor's subcontractor negligence bears to the total negligence of City, Contractor and all other negligent entities and individuals.

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. **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

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

Ostrenga Excavating, Inc.
 Agreement for Contractor Services
 VFW Demolition and Site Remediation
 Page 3 of 4

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 City of De Pere, 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 Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

If to Contractor:

Ostrenga Excavating, Inc.
3361 Lily Road
Green Bay, WI 54311

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

OSTRENGA EXCAVATING, INC.

By:

Name/Title:

Name/Title:

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

Ostrenga Excavating, Inc.

3361 Lily Lake Road, Green Bay, WI 54311

Ph-920-863-8389 Fx- 920-863-2119 ostrengaex@gmail.com

TO: GraceProject: VFW Pool DemoFrom : Jim PohlmannDate: 12/10/15

SCOPE OF WORK

Site Work

Included Excluded Partial

Clearing			
Grubbing			
Strip topsoil			
Lay out work			
Cuts			
Fills from cuts			
Imported fills			
Erosion control			
Soil testing			
Dress site with			
topsoil on site			
imported topsoil			

Parking Lot Work

Included Excluded Partial

Excavation			
Fill using			
on-site material			
imported material			
Curb excavation			
Basecourse under asphalt			
Asphalt			
Soil Testing			

Demolition

(machine demo only-separation from structure to be done by others)

Included Excluded Partial

Foundations	X		
Walls	X		
Buildings	X		
Curbs		X	
Sawcutting		X	
Asbestos removal		X	

Winter Work

Included Excluded Partial

Breaking frost			
Frost replacement fill			
Hay removal/disposal			
Snow removal			

of addendas received _____

Building Work

Included Excluded Partial

Excavation for			
footings			
basements			
structures			
(Backfill above with hand compaction)			
Granular cushion under			
floors			
walks			
exterior slab			
Shoring			
De-watering			
Drain tile (stone & geo-textiles)			
Geotextiles for other uses			
Soil testing			
Vapor barrier			

Total price \$ 94,664.00

Unit Prices:

Notes: PRICE IS BASED ON REMOVAL 2 POOL BUILDINGS, FENCE, HARD SURFACE, AND POOLS. CLAY HAS BEEN USED TO FILL POOLS. AREA WILL BE RESPAVED WITH TOPSOIL AND SEED AND MULCHED. ASBESTOS INSPECTION AND REMOVAL IS NOT INCLUDED.

GAUTHIER & SONS' CONSTRUCTION, INC.**EARTHWORK • DEMOLITION****PHONE: (920) 437-9277****FAX: (920) 437-9279****www.gauthierandsonsconstruction.com****MAIL:****P.O. BOX 8545****GREEN BAY, WI 54308-8545****OFFICE & YARD:****344 N. HENRY ST.****GREEN BAY, WI 54302**

**City of DePere
Parks, Recreation and Forestry
925 S. Sixth St.
DePere, WI 54115**

December 10, 2018**Attn: Marty Kosobucki****Re: VFW Pool Demolition****Scope of our services to include:**

- Place erosion control around pool and buildings to be demolished**
- Construct one tracking pad**
- Raze two structures adjacent to pool**
- Fill void created from foundation removal and surge tank with compacted clay fill**
- Demolish 2 pools and pool deck**
- Cap water line and sanitary sewer at foundation wall line**
- Fill pool with compacted clay fill**
- Respread 4" of topsoil over disturbed area**

For the sum of: \$133,509.00**Exclude: Soil testing****Asbestos inspection****Asbestos abatement if present****Lead testing****Lead abatement****Locating private utilities****Seed / fert. / mulch / E-mat**
Steve Peckumn



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #19-05 Authorizing Amendment to Agreement for Services Between the City of De Pere and GRAEF-USA, Inc. (Aquatic Facility Design at VFW Park and Legion Park).

The Board of Park Commissioners, at the December 20, 2018 meeting, approved the amendment with Graef for pool design and moved to send it to Council for approval. The motion passed unanimously with a 6-0 vote.

The Board of Park Commissioners is recommending the included amendment from Graef Consulting to continue the design efforts of VFW and Legion Aquatic Facilities. There still remains approximately \$150,000 from the Stadium Tax Relief Funding for this purpose.

ATTACHMENTS:

- Reso19-05 (DOCX)
- Exhibit A-Consultant Agreement Amendment-GRAEF Aquatic Center Design1-9-19-151-001-17 (PDF)
- Amendment Exhibit 1-GRAEF Consulting Agreement (Aquatic Design) (PDF)

RESOLUTION #19-05

AUTHORIZING AMENDMENT TO AGREEMENT FOR SERVICES
BETWEEN THE CITY OF DE PERE AND GRAEF-USA, INC.
(Aquatic Facility Design at VFW Park and Legion Park)

WHEREAS, the City of De Pere and GRAEF-USA, Inc. are parties to an Agreement concerning Aquatic Center Design at VFW Park dated July 12, 2017 (the Agreement); and

WHEREAS, the parties wish to amend the Agreement to incorporate Aquatic Facility Conceptual Designs for both VFW Park and Legion Park upon the terms and conditions set forth in the Amendment attached hereto and incorporated by reference as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Agreement for Services Between the City of De Pere and GRAEF-USA, Inc. (Exhibit A).

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 15th day of January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND GRAEF-USA, INC.
(Aquatic Facility Design at VFW Park and Legion Park)**

This Amendment is entered into this ____ day of _____, 2019, with respect to the Agreement for Consulting Services Between the City of De Pere, a Wisconsin municipal corporation (“City”), and GRAEF-USA, Inc., d/b/a GRAEF, a Wisconsin corporation (“Consultant”) (collectively “the Parties”) dated July 12, 2017, (“the Agreement”), which Agreement is incorporated herein by reference.

NOW THEREFORE:

The Parties wish to revise the scope of services described in the Agreement to incorporate Aquatic Facility Conceptual Designs for facilities at both VFW Park and Legion Park as specifically set forth in the January 3, 2019 updated Consultant proposal, attached and incorporated as Amendment Exhibit 1.

1. Pursuant to Section II. Scope of Consulting Services, the terms and conditions of this Amendment are as described in Amendment Exhibit 1.
2. Pursuant to Section III. Scope of City Services is amended to include the City’s provision of rooms/facilities to hold public input meetings and assistance in providing public notice of said meetings as described in Amendment Exhibit 1.
3. Pursuant to Section VIII. Compensation is amended consistent with the maximum fee amounts identified in Amendment Exhibit 1. All other terms and conditions in this Section of the Agreement shall remain in force and effect.
4. Terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. In the event of any inconsistency between the terms of this Amendment and the Agreement, this Amendment shall control. All other terms, covenants and conditions contained in the Agreement shall remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which together shall constitute a single Amendment. Facsimile and email (pdf. format) signatures shall be accepted by the parties and shall be deemed original signatures for all purposes.

(Signature to follow on Page 2 of 2)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the day and year first above written.

GRAEF-USA, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Patrick J. Skalecki, P.E., LEED AP
Principal/Green Bay Office Manager

By: _____
Michael J. Walsh, Mayor

By: _____
Burt J. Naumann, Senior Vice President

By: _____
Shana D. Ledvina, Clerk-Treasurer

J:\Law\Agreements\2018\Consultant Agreement Amendment-GRAEF Aquatic Center Design 1-9-19-151-001-17.docx

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



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January 3, 2019

Marty Kosobucki
 Director of Parks, Recreation and Forestry
 City of De Pere
 925 South Sixth Street
 De Pere, Wisconsin 54115-1199

SUBJECT: Aquatic Facility Conceptual Designs
 VFW Park and Legion Park
 Amendment #1

Dear Marty:

We are very pleased to provide you with this updated proposal to amend our professional services. We will again be teaming with Water Technology Inc. on this effort. We assume that a City format Contract Amendment to our current Aquatic Facility Design at VFW Park contract will be prepared by the City. Terms and Conditions of that contract will also cover this Amendment.

This proposal is for Aquatic Facility Conceptual Designs at VFW Park and Legion Park (Project). If amending our original design contract via the City's Amendment format document, then the Terms and Conditions of that original contract will apply.

It is our understanding that the nature of the Project is to prepare Aquatic Facility Conceptual Designs for facilities at both VFW Park and Legion Park. At VFW Park, GRAEF has previously completed an aquatic facility conceptual design. This new effort will entail modifying that conceptual design per additional public input and direction from the City of De Pere Park Board into a new single conceptual design. At Legion Park, no previous work has been done by GRAEF, thus it will be a start from scratch project including public input, multiple concept options, and ultimately a single conceptual design.

For this Project, GRAEF proposed to provide the following additional Basic Services:

VFW Park Pool/Aquatic Facility

- Attend Kickoff meeting with the City Park and Recreation staff to update team on current status, confirm goals and objectives, and clarify schedule. Combined Kickoff Meeting for both VFW and Legion Parks.
- Participate in one (1) meeting with the Park Board to review public input comments and direction of the new conceptual design for VFW Park Pool/Aquatic Facility. Note that the City will be separately holding a public input



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- Develop two (2) different design options for consideration based on feedback from Park Board and initial public input comments. For each option, provide one (1) schematic facility/site layout and one (1) 2D color rendering of the facility/site. The plans will include the pool facility, pool building(s) and any relocated infrastructure in the park that may be impacted by the new facility.
- Include a listing of aquatic amenities for each of the two (2) options.
- Prepare a budget estimate including all capital costs associated with the project for each of the two (2) options.
- Facilitate a public input session, in coordination with City Park and Recreation staff, for review of the two design options for Legion Park Pool/Aquatic Facility.
- Meet with the Park Board to review the two options and public input received on the two options.
- Based on the Park Board feedback on the two options, generate one draft version of Legion Park Pool/Aquatic Facility replacement. Draft plans should include schematic facility/site layout, 2D color rendering of the facility/site, and 3D color rendering of the aquatic facility features.
- Update the budget estimate including all capital cost items, and the aquatic facility amenity list.
- Present the draft plan, including documents noted above, to the Park Board on the Legion Park Pool/Aquatic Facility replacement.
- Based on feedback and comments received from Park Board, make any updates and edits to the draft plan and budget estimate.
- Submit final design documents to include one (1) schematic facility/site layout plan, one (1) 2D color rendering, one (1) 3D rendering of Legion Park Pool/Aquatic Facility replacement, and budget estimate. Final documents will be provided in pdf format.

GRAEF will endeavor to perform the proposed additional Basic Services in conformance to the following schedule:

Authorization to Proceed on both projects is anticipated to be received on or about January 7, 2019.

VFW Park Pool/Aquatic Facility

- Kickoff meeting: Week of January 7, 2019.
- Public input meeting by City: anticipated for week of January 21st.
- Prepare two options of schematic facility/site layout, 2D rendering and budgets: Jan. 28 – February 18th.
- Submit two options to City Staff for review comment. Feb. 18th.
- Receive comments/Make minor revisions to two options. Feb. 19-20th.
- Conduct public input meeting of two proposed design options: Feb 21st.



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Direct Expenses are included in the above Lump Sum Fee.

We assume that a City format Contract Amendment to our current contract will be prepared by the City and submitted to GRAEF for execution.

Please call us at 920-405-3814 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Patrick J. Skalecki, P.E., LEED AP
Principal/Green Bay Office Manager

G:\Mkt\Proposals & SOQs\GB\MUN\De Pere, City\VFW Aquatic-Legion Aquatic Amendment Letter for Additional Services_Rev 1-3-19.docx



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #19-06 Regarding De Pere Parks, Recreation and Forestry Parks and Facilities Rental Fees 2019.

The Board of Park Commissioners recently revised their policy related to renting of fields and diamonds. As part of the policy change, some fees have been changed and/or added.

ATTACHMENTS:

- Reso19-06 (DOCX)
- Park and Facility Rental Fees-Changes Accepted (PDF)
- Park and Facility Rental Fees-Redlined (DOCX)

RESOLUTION #19-06

REGARDING DE PERE PARKS, RECREATION AND FORESTRY
PARKS AND FACILITIES RENTAL FEES 2019

WHEREAS, the Common Council wishes to establish revised fees to increase efficiency and maximize the use of City's athletic fields.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the attached revised fees for Park and Facility Rental Fees provided by the De Pere Parks, Recreation and Forestry Department in 2019.

BE IT FURTHER RESOLVED THAT:

Such fees established hereunder shall be effective January 16, 2019.

BE IF FURTHER RESOLVED THAT:

All City officers, officials, 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 15th day of December, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 12/20/18

Tree Fees 2019

Park Shelters 2017	Resident for 2017	Non Resident for 2017	
Outdoor/Indoor Shelters (Friday, Saturday & Sunday)	\$125.00	\$145.00	
Outdoor/Indoor Shelters (Monday thru Thursday)	\$55.00	\$80.00	
Park and Facility Rental Fees	City Sponsored Youth Groups	Non-Revenue Generating Organizations & De Pere Service Groups	All Other Groups
Softball/Baseball Fields (per field) <i>Note: Special field marking is not provided. Chalk and machine are provided on-site in locations. If field must be marked, additional charges will be applied based on time and materials.</i>	Rental Fees Waived	\$5.00 per hour OR \$60.00 per day (lights included)	\$15.00 per hour or \$120.00 per day (Lights-additional \$25.00 per day) Long term rentals (5 or more rental dates) \$12.00 per hour
Soccer/Football Fields (per field) <i>Note: Special field marking is not provided. Chalk and machine are provided on-site in locations. If field must be marked, additional charges will be applied based on time and materials.</i>	Rental Fees Waived	\$5.00 per hour OR \$60.00 per day (lights included)	\$15.00 per hour or \$120.00 per day (Lights-additional \$25.00 per day) Long term rentals (5 or more rental dates) \$12.00 per hour
Tennis Courts (battery of 3 courts)		\$30.00 per day	\$120.00 per day
Boat Launches (ramps open to public)		\$60.00 per day	\$120.00 per day
Parks (only Fairgrounds, Legion, VFW & Voyageur Parks)		\$180.00 per day; shelters extra charge	\$360.00 per day; shelter extra charge
Swimming Pools		Contact department for availability and rates	
Fall/Spring Tree Planting 2017	Fee	Without Tax	
Spring/Fall Tree Planting (Plus Tax)	\$124.00		
Permits	Fee		
Canine Goose Patrol	no fee established		
Possession of Intoxicating Liquor in Park	no fee established		
Park Private Vendor Permit	\$575.00		
Plant Removal and Maintenance	no fee established		
Permit to Trim Trees	no fee established		
Permit to Prevent Access of Air and Water to Roots of Tree, Plant or Shrub in Public Highway or Place	no fee established		
Attachment to Trees	to be established		
Planting Trees on Streets	no fee established		
Boat Launch - Annual Permit (established by separate resolution)	\$30.00		
Boat Launch - Additional Vehicle (established by separate resolution)	\$5/vehicle		
Boat Launch - Daily Permit (established by separate resolution)	\$5.00		
Voyager Park - Boat Docking Overnight	\$10.00		
Revocable Occupancy Permit for encroachment/obstructions upon park property	\$27.00		

Tree Fees 2019

Banner Placement	Fee
Claude Allouez Bridge Deposit	\$100.00
Over Third and Reid Street Deposit	\$100.00
Existing Poles in City Right of Way Deposit	\$100.00

Park and Facility Rental Fees	City Sponsored Youth Groups	Non-Revenue Generating Organizations & De Pere Service Groups	Any Revenue Generating Organizations	Notes
			All Other Groups	
Softball/Baseball Fields (per field)	Rental fees waived	\$60/day (lights included) \$5/hr or \$60/day (lights included)	\$120/day + \$25 for lights \$15/hr or \$120/day Lights – additional \$25/day Long term rentals (5 or more rental dates) - \$12/hr	Special field marking is not provided. Chalk and machine are provided on-site in locations. If field must be marked, additional charges will be applied based on time and materials.
Soccer/Football Fields (per field)	Rental Fees waived	\$35/day with lights \$5/hr or \$60/day (lights included)	\$60/day + \$25 for lights \$15/hr or \$120/day Lights – additional \$25/day Long term rentals (5 or more rental date) - \$12/hr	Special field marking is not provided. Fields are as is. If lines must be painted for event, charges will be applied to have field marked based on time and materials.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Resolution #19-07 Authorizing Drainage System Easements (Parcel WD-1046 and Parcel WD-D0034).

The Board of Public Works, at the January 7, 2019 meeting approved the two drainage easements for Project 19-09 and moved to send it to Common Council for approval. The recommendation passed unanimously with a 4-0 vote.

ATTACHMENTS:

- Reso19-07 (DOCX)
- Humana Easement with Exhibits (PDF)
- VHC Easement with Exhibits (PDF)
- CI_BOPW-Proposed Easement - Project 19-09 (DOC)

RESOLUTION #19-07

AUTHORIZING DRAINAGE SYSTEM EASEMENTS
(Parcel WD-1046 and Parcel WD-D0034)

WHEREAS, the City is preparing to upgrade and modify the pond outlets for the Southwest Business Park and Honeysuckle Ponds has requested that certain property owners convey a drainage system easement to the City for purposes of Project 19-09, with one easement extending from the Southwest Business Park Pond to the Honeysuckle Pond and one just west of Lawrence Drive; and

WHEREAS, the Drainage System Easements attached hereto accomplish such easement conveyance; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the attached Storm Sewer Easements and thanks these property owners for support of city drainage system construction, maintenance and related activities.

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 15th day of January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso19-07 (7778 : Resolution #19-07 Authorizing Drainage System Easements (Parcel WD-1046 and WD-D0034).)

DRAINAGE SYSTEM EASEMENT

DOCUMENT NO. _____

Humana Insurance Company, an entity authorized to do business in the State of Wisconsin, (Grantor), hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation (Grantee), a perpetual easement over, under, across and through all lands described below for the purpose of construction, installation, maintenance, reconstruction and/or replacement of a drainage system and related facilities.

Legal Description of the Easement Parcel:

See attached Exhibit 1, incorporated herein by reference.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Judith Schmidt-Lehman
City of De Pere
335 S. Broadway
De Pere, WI 54115

WD-D0034

PARCEL IDENTIFICATION NUMBER (PIN)

It is expressly agreed that Grantor shall have and retain the right to use and occupy said Easement Parcel, however no structure or other obstruction shall be placed or erected on the Easement Parcel nor will any structure or obstruction in any manner disturb, damage, destroy, injure, or obstruct the drainage easement or any part thereof.

For purposes of the maintenance, repair, reconstruction or replacement of such drainage system, Grantee shall have the right to enter, pass over and use said Easement Parcel and the land adjacent thereto for the transportation, laying down and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work. Grantee agrees to restore after completion of construction, maintenance or replacement the property to its previous condition, or as close thereto as practicable.

This easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Dated this _____ day of _____, 2019.

By: Humana Insurance Company

Name: _____
Title : _____

State of _____)
) ss.
County of _____)

This instrument was acknowledged before me on this _____
day of _____, 2019 by the above-named person(s),
_____.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

Name: _____
Title : _____

State of _____)
) ss.
County of _____)

This instrument was acknowledged before me on this _____
day of _____, 2019 by the above-named person(s),
_____.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

Attachment: Humana Easement with Exhibits (7778 : Resolution #19-07 Authorizing Drainage System Easements (Parcel WD-1046 and WD-

Exhibit 1

All that part of the Grantor's property located in the Northeast 1/4 of the Southeast 1/4 of Section 31, T23N-R20E, in the City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the East 1/4 corner of Section 31, T23N-R20E;

thence S00°03'18"W, 163.94 feet on the east line of the northeast 1/4 of the southeast 1/4 of said Section 19 to the northwesterly right of way of Lawrence Drive;

thence S39°31'29"W, 1033.67 feet on said northwesterly right of way to the **POINT OF BEGINNING**;

thence continuing S39°31'29"W, 40.00 feet on said northwesterly right of way to a northeasterly line of an existing 50' storm sewer and drainage ditch easement as recorded in Document Number 1487465, Brown County Records;

thence N50°28'31"W, 100.00 feet on said northeasterly line;

thence N39°31'29"E, 40.00 feet;

thence S50°28'31"E, 100.00 feet to said northwesterly right of way of Lawrence Drive, the Point of Termination

As shown and dimensioned on the attached Exhibit A.

Said described lands (permanent easement) contains 4,000 sq.ft. or 0.092 acres.

DRAINAGE SYSTEM EASEMENT

DOCUMENT NO.

VHC, Inc., a Wisconsin Corporation, (Grantor), hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation (Grantee), a perpetual easement over, under, across and through all lands described below for the purpose of construction, installation, maintenance, reconstruction and/or replacement of a drainage system and related facilities.

Legal Description of the Easement Parcel:

See attached Exhibit 1, incorporated herein by reference.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
 Judith Schmidt-Lehman
 City of De Pere
 335 S. Broadway
 De Pere, WI 54115

WD-1046

PARCEL IDENTIFICATION NUMBER (PIN)

It is expressly agreed that Grantor shall have and retain the right to use and occupy said Easement Parcel, however no structure or other obstruction shall be placed or erected on the Easement Parcel nor will any structure or obstruction in any manner disturb, damage, destroy, injure, or obstruct the drainage easement or any part thereof.

For purposes of the maintenance, repair, reconstruction or replacement of such drainage system, Grantee shall have the right to enter, pass over and use said Easement Parcel and the land adjacent thereto for the transportation, laying down and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work. Grantee agrees to restore after completion of construction, maintenance or replacement the property to its previous condition, or as close thereto as practicable.

This easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Dated this _____ day of _____, 2019.

By: VHC Inc.

 Name:
 Title :

State of _____)
) ss.
 County of _____)

This instrument was acknowledged before me on this _____
 day of _____, 2019 by the above-named person(s),
 _____.

 (Signature, Notary Public, State of Wisconsin)

 (Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

 Name:
 Title :

State of _____)
) ss.
 County of _____)

This instrument was acknowledged before me on this _____
 day of _____, 2019 by the above-named person(s),
 _____.

 (Signature, Notary Public, State of Wisconsin)

 (Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

Attachment: VHC Easement with Exhibits (7778 : Resolution #19-07 Authorizing Drainage System Easements (Parcel WD-1046 and WD-D0034).)

Exhibit 1

All that part of the Grantor's property located in Lot 7, De Pere Business Park South Addition, and part of vacated Red Maple Road, recorded in Document Number 1922837, all being located in the Southwest 1/4 of the Southwest 1/4, Section 31, T23N-R20E, in the City of De Pere, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of said Lot 7, De Pere Business Park - South Addition;

thence S00°28'01"W, 50.27 feet on the southerly extension of the westerly line of said Lot 7 to the south line of said southwest 1/4 of the southwest 1/4;

thence S89°03'19"E, 45.00 feet on said south line;

thence N00°28'01"E, 1200.65 feet on a line that is 45.00 feet easterly of and parallel to the westerly line of said Lot 7 to the northerly line thereof;

thence S89°39'17"W, 20.00 feet on said northerly line;

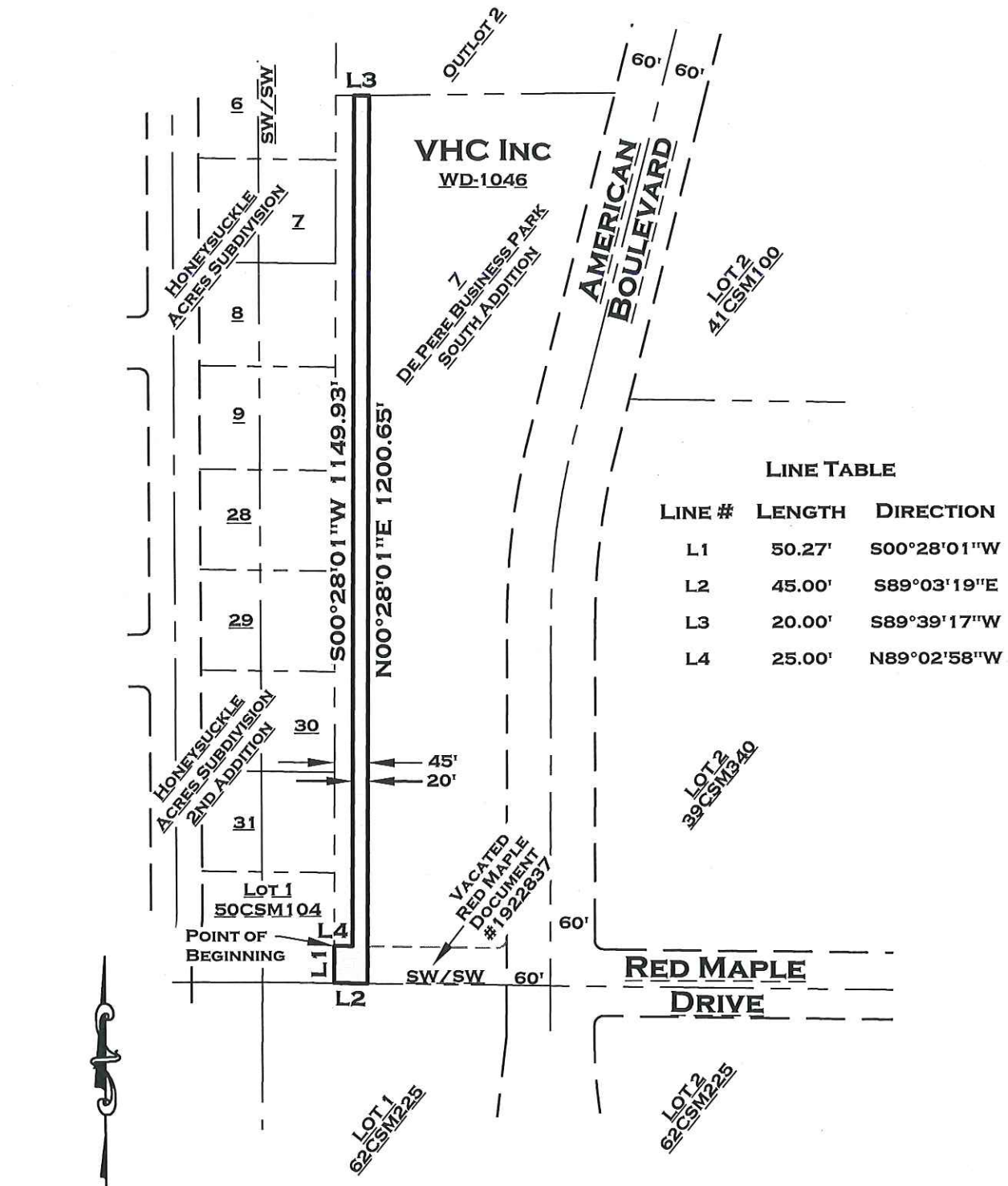
thence S00°28'01"W, 1149.93 feet on a line that is 25.00 feet easterly of and parallel to the westerly line of said Lot 7 to the southerly line thereof;

thence N89°02'58"W, 25.00 feet on said southerly line to the Point of Beginning;

As shown and dimensioned on the attached Exhibit A.

Said described lands (permanent easement) contains 25,265 sq.ft. or 0.580 acres.

EXHIBIT A

**ROBERT E. LEE & ASSOCIATES, INC.**

ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
 1250 CENTENNIAL CENTRE BOULEVARD
 HOBART, WI 54155
 INTERNET: WWW.RELEEINC.COM

PHONE: (920) 662-9641
 FAX: (920) 662-9141

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City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: January 7, 2019
Subject: Proposed Easements – Project 19-09*

Staff is preparing to upgrade/modify the pond outlets for the Southwest Business Park and Honeysuckle Ponds as part of Project 19-09, Pond and Drainage System Construction. Two easements are required for this work, with one extending from the Southwest Business Park Pond to the Honeysuckle Pond and the second easement just west of Lawrence Drive. The impacted parcels are:

- Parcel WD-1046 (VHC Inc.)
- Parcel WD-D0034 (Humana Insurance Company)

This work has been budgeted for 2019

Staff recommends approving the acceptance of the two easements after we receive signatures from the property owners.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #19-08 Authorizing Amendment to Agreement Between the City of De Pere and Robert E. Lee & Associates, Inc. (2018 Lift Station Design and Storm Water Pond Review and Design)

ATTACHMENTS:

- Reso19-08 (DOCX)
- Exhibit A-Consultant Agreement Amendment-REL Pond design 2019 (DOCX)
- Amendment Exhibit 1 (PDF)
- CI_CC-RE LEE Contract Modification(DOC)

RESOLUTION #19-08

AUTHORIZING AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2018 Lift Station Design and Storm Water Pond Review and Design)

WHEREAS, the City of De Pere and Robert E. Lee & Associates, Inc. are parties to an Agreement concerning Lift Station Design and Storm Water Pond Review and Design dated April 2, 2018 (the Agreement); and

WHEREAS, the parties wish to amend the Agreement to incorporate additional storm water pond review and design services in connection with the Garrity's Glen South residential subdivision (Project 19-11) upon the terms and conditions set forth in the Amendment attached hereto and incorporated by reference as Exhibit A; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Agreement Between the City of De Pere and Robert E. Lee & Associates Inc. (Exhibit A).

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 15th day of January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**AMENDMENT TO AGREEMENT FOR CONSULTANT
SERVICES BETWEEN THE CITY OF DE PERE AND
ROBERT E. LEE & ASSOCIATES, INC.
(2018 Lift Station Design and Storm Water Pond Review and Design)**

This Amendment is entered into this ____ day of _____, 2019, with respect to the Agreement for Consulting Services Between the City of De Pere, a Wisconsin municipal corporation ("City"), and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant") (collectively "the Parties") dated April 2, 2018, ("Agreement"), which Agreement is incorporated herein by reference.

NOW THEREFORE:

The Parties wish to revise the scope of services described in the Agreement to incorporate Garrity's Glen South Subdivision Pond Design for City Project 19-11 as specifically set forth in the December 11, 2018 Consultant proposal, attached and incorporated as Amendment Exhibit 1.

1. Pursuant to Section II. Scope of Consulting Services, the terms and conditions of this Amendment are as described in the Amendment Exhibit 1.
2. Terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. In the event of any inconsistency between the terms of this Amendment and the Agreement, this Amendment shall control. All other terms, covenants and conditions contained in the Agreement shall remain in full force and effect.
3. This Amendment may be executed in any number of counterparts, all of which together shall constitute a single Amendment. Facsimile and email (pdf. format) signatures shall be accepted by the parties and shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed 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: _____
Michael J. Walsh, Mayor

By: _____
Name/Title:

By: _____
Shana D. Ledvina, Clerk-Treasurer



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

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

December 11, 2018

Mr. Eric Rakers, P.E.
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115-1199
erakers@mail.de-pere.org

RE: Request for Proposal ▲ Garrity's Glen South Subdivision Pond Design
Project 19-11 Garrity's Glen South Street and Utility Construction

Dear Mr. Rakers:

Robert E. Lee & Associates, Inc., (REL) is pleased to submit this proposal to assist the City of De Pere (the City) with the design of a new storm water treatment pond for the upcoming Garrity's Glen South Subdivision development. It is REL's understanding that the City's desire is for the proposed pond to be an extension of the existing storm water pond system separating the residential and business areas between Lawrence Drive and American Boulevard (located in the City's southwestern quadrant).

REL intends to self-perform the entire scope of work requested within this proposal from its Green Bay area office. The requested scope of work encompasses tasks that REL is very familiar with, having recently worked with the City on preliminary sizing of the pond. Completing tasks with similar scopes gives REL a firm understanding of what is needed from a design and permitting standpoint, while customizing the project to fit the City and the site's needs.

Services REL will provide will be consistent with the requirements presented within the Request for Qualifications received November 29, 2018, following the project scope and schedule outlined, and reiterated on the following page.

REL will provide/complete the following for this Project 19-11:

- Complete the final storm water pond design,
- Provide detailed plans and details for the storm water pond construction,
- Provide technical specifications with bid items,
- Provide a cost estimate,
- Prepare and submit plans for the storm water pond and submit WRAPP permit for development.

December 11, 2018
 Mr. Eric Rakers, P.E.
 CITY OF DE PERE
 Page 2

- Attend (3) three meetings: kickoff meeting, preliminary design meeting, and final design meeting. The majority of correspondence and review may be completed via e-mail.
- Deliver plans in AutoCAD and PDF for insertion in the bid documents (11x17 PDF plan set).
- Provide hard copy documentation and electronic files for the storm basin and sub-basin areas used in modeling and analysis.
- Provide regulatory approvals associated with the pond construction.

We understand the City will prepare the bid documents and bid the pond construction as part of Project 19-11 Garrity's Glen South Street and Utility Construction project. Additionally, the City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

It is assumed that the City will provide the following information:

- Subdivision layout in CAD format
- Lot sizing in CAD format
- Parcel information in CAD format
- Subdivision and pond topographical survey
- Soil boring information for subdivision and pond
- Existing utility plans for adjacent roadways.
- Proposed storm sewer design for Project 19-11 in CAD format
- Drainage basin information in CAD format

REL will complete the required scope of work for the fees identified on the attached proposed fee schedule. REL greatly appreciates the opportunity to offer this proposal to the City of De Pere, and continue our long-standing relationship. Please feel free to contact us if you have any questions or require additional information for your review process.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

JGS/NJM

ENC.

Proposed Fee Schedule

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

Company Address: 1250 Centennial Centre Boulevard

Company Address: _____

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

Signature: _____

Fee (Total): \$8,850

Item	Description	Quantity	Unit	Unit Price	Amount
A	Storm Water Pond Design	1	LS	\$8,000	\$7,800
B	Meetings	3	EA	\$350	\$1,050
TOTAL					\$8,850

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Common Council
From: Eric Rakers, P.E., City Engineer
Date: January 15, 2019
Subject: Consider Approval of Amendment to Consulting Agreement Between the City of De Pere and Robert E. Lee & Associates, Inc. (2018 Lift Station Design and Storm Water Pond Review and Design)

The purpose for this amendment is to utilize Robert E. Lee and Associates to design a new pond for the proposed Garrity Glen subdivision. This pond will be constructed as an extension of the West Business Park ponds.

Background

Robert E. Lee and Associates was hired in 2018 to complete the 2018 Lift Station Design and Storm Water Pond Review and Design. This work included several different design components, including the analysis of the West Industrial Park storm water pond chain. The West Business Park ponds are the storm water management facility located south of Southbridge Road, between Lawrence Drive and American Boulevard. This is a complicated series of ponds that required detailed modeling to verify that current Wisconsin Department of Natural Resources treatment standards for storm water are met.

In late 2018, the City received the Garrity's Glen subdivision development request. Storm water from the subdivision will discharge to an extension of the West Business Park ponds. The development is scheduled to start in early spring.

Recommendation

Due to the complex modeling already completed on the West Industrial Park ponds and the time frame for construction, staff is recommending that Robert E. Lee & Associates contract be amended for the pond design.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #19-09 Authorizing Agreement for Consulting Services Between the City of De Pere and ECS Midwest, LLC (2019 Soil Boring).

The Board of Public Works, at the January 7, 2019 meeting, approved accepting the quote from ECS for Soil Boring, and moved to send it to Common Council for approval. The recommendation passed unanimously with a 4-0 vote.

ATTACHMENTS:

- BOPW Memo (DOC)
- Reso19-09 (DOCX)
- Consultant Agreement-ECS Midwest, LLC(Soil Boring)1-9-19-189-001-18 (PDF)
- Exhibit A-ECS Midwest Consulting Agreement (2019 Soil Boring) (PDF)
- Exhibit B-ECS Midwest Consulting Agreement(2019 Soil Boring) (PDF)
- BOPW 2019 Materials Testing and Soil Boring RFP Comparison (PDF)
- BOPW ESC Proposal (PDF)
- BOPW PSI Proposal (PDF)

City of De Pere

Public Works Department

Memo

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

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

Date: January 7, 2019

Subject: Consider Quote for 2019 Materials Testing and Soil Borings*

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2019 construction projects. The total cost of this work was estimated using 2018 final quantities as follows:

Materials Testing	Estimate
BATC	\$58,217.00
PSI	\$60,587.25
ECS	\$61,806.00

Soil Boring	Estimate
ECS	\$4,153.00
PSI	\$5,899.40

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the Material Testing estimated at \$58,217 and the quote from ECS Midwest, LLC for the Soil Boring estimated at \$4,153. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

CI_CALC_Materials_Testing_Comparison_12-26-2018 (PDF)

BATC Proposal (PDF)

PSI Proposal – 264656 City of De Pere (PDF)

ECS Proposal – 1290 – City of De Pere – 2019 Soil Testing Services (PDF)

RESOLUTION #19-09

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND ECS MIDWEST, LLC
(2019 Soil Boring)

WHEREAS, the City is in need of soil boring services for its 2019 construction projects;
and

WHEREAS, ECS Midwest, LLC has available and offers to provide personnel and
equipment necessary to accomplish 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-Treasurer are hereby authorized and directed to
execute the Agreement for Consulting Services Between the City of De Pere and
ECS Midwest, LLC (2019 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 15th day of
January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, City Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND ECS MIDWEST, LLC
(2019 Soil Boring)**

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of De Pere, Wisconsin, ("City"), and ECS Midwest, LLC, a foreign limited liability company authorized to do business in the State of Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of soil boring services for its 2019 construction projects; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the soil boring services within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals for Geotechnical Services (Exhibit A) and Consultant's Proposal thereto dated December 20, 2018 (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.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services 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 the Consultant with information and items as necessary to complete the services described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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, 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 completion of services and that Consultant shall respond to City's request for services as described 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, to be invoiced on a monthly basis. Invoices shall include an itemization of charges. Payment to the Consultant is due within 30 days of 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.

Charges for reimbursable costs shall be determined in writing between the parties.

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, 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 an 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 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, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

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 by Consultant through no fault of Consultant. 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
Attention: City Clerk-Treasurer
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:

ECS Midwest, LLC
 Attention: Mark E. King, P.E.
 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:

Print Name: _____

Title: _____

Print Name: _____

Title: _____

CITY OF DE PERE

By:

 Michael J. Walsh, Mayor

 Shana D. Ledvina, Clerk-Treasurer

J:\Law\Agreements\2019\ECS Midwest, LLC(Soil Boring)1-9-18-189-001-18.docx

Request for Proposals For Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2019 construction materials consulting.

Your proposal must be submitted to our office by Friday, December 21, 2018 at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2019 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 & 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.

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

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: _____

Item	Fee	Unit
Engineering Services		
Project Manager		Per hour
Project Engineer		Per hour
Staff Engineer		Per hour
Field Technician		
Senior Technician		Per hour
Technician		Per hour
Clerical		Per hour
Mileage		Per mile
Laboratory Testing Services		
Standard Proctor		Per each
Modified Proctor		Per each
Concrete Compression Test (Cylinder by Company)		Per each
Concrete Compression Test (Cylinder by City)		Per each
Handling of Backup Cylinders		Per each
Aggregate Sieve Analysis		Per each
Atterberg Limits		Per each
Permeability, Granular Soils		Per each
Permeability, Cohesive Soils		Per each
Field Technician Services		
Sample Pickup		Per each
Support Vehicle		Per mile
Nuclear Density Gauge		Per ½ day
Nuclear Density Gauge		Per day
Soil Boring		
Mobilization		Per each
Soil Boring		Per vertical foot
Report		Per each


ECS MIDWEST, LLC
"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

December 20, 2018

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

ECS Proposal No: 59:1290

Re: 2019 Soil Testing Services
 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 2019 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 2019, 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

Exhibit B
 Page 1 of 2

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Troy Vetort

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$62.00	Per hour
Project Engineer	\$95.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$37.00	Per hour
Technician	\$37.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.58	Per mile
Laboratory Testing Services		
Standard Proctor	\$117.50	Per each
Modified Proctor	\$117.50	Per each
Concrete Compression Test (Cylinder by Company)	\$10.50	Per each
Concrete Compression Test (Cylinder by City)	\$10.50	Per each
Handling of Backup Cylinders	\$10.50	Per each
Aggregate Sieve Analysis	\$52.00	Per each
Atterberg Limits	\$45.00	Per each
Permeability, Granular Soils	\$245.00	Per each
Permeability, Cohesive Soils	\$295.00	Per each
Field Technician Services		
Sample Pickup	\$75.00	Per each
Support Vehicle	\$0.58	Per mile
Nuclear Density Gauge	\$32.00	Per ½ day
Nuclear Density Gauge	\$32.00	Per day
Soil Boring		
Mobilization	\$212.00	Per each
Soil Boring	\$12.75	Per vertical foot
Report	\$900.00	Per each

2019 Materials Testing and Soil Boring RFP Comparison

Item	Unit	2018 Quantity	BATC		PSI		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services								
Project Manager	Per hour	25.35	\$60.00	\$1,521.00	\$75.00	\$1,901.25	\$62.00	\$1,571.70
Project Engineer	Per hour	188.30	\$80.00	\$15,064.00	\$85.00	\$16,005.50	\$95.00	\$17,888.50
Staff Engineer	Per hour	0.00	\$60.00	\$0.00	\$75.00	\$0.00	\$75.00	\$0.00
Field Technician								
Senior Technician	Per hour	272.00	\$44.00	\$11,968.00	\$42.00	\$11,424.00	\$37.00	\$10,064.00
Technician	Per hour	357.00	\$35.00	\$12,495.00	\$37.00	\$13,209.00	\$37.00	\$13,209.00
Clerical	Per hour	57.70	\$30.00	\$1,731.00	\$25.00	\$1,442.50	\$25.00	\$1,442.50
Mileage	Per mile	3269.00	\$0.25	\$817.25	\$0.50	\$1,634.50	\$0.58	\$1,896.02
Laboratory Testing Services								
Standard Proctor	Per each	0.00	\$105.00	\$0.00	\$125.00	\$0.00	\$117.50	\$0.00
Modified Proctor	Per each	13.00	\$115.00	\$1,495.00	\$150.00	\$1,950.00	\$117.50	\$1,527.50
Concrete Compression Test (Cylinder by Company)	Per each	594.00	\$12.00	\$7,128.00	\$14.00	\$8,316.00	\$10.50	\$6,237.00
Concrete Compression Test (Cylinder by City)	Per each	0.00	\$12.00	\$0.00	\$14.00	\$0.00	\$10.50	\$0.00
Handling of Backup Cylinders	Per each	0.00	\$5.00	\$0.00	\$14.00	\$0.00	\$10.50	\$0.00
Aggregate Sieve Analysis	Per each	10.00	\$60.00	\$600.00	\$50.00	\$500.00	\$52.00	\$520.00
Atterberg Limits	Per each	0.00	\$45.00	\$0.00	\$75.00	\$0.00	\$45.00	\$0.00
Permeability, Granular Soils	Per each	0.00	\$225.00	\$0.00	\$275.00	\$0.00	\$245.00	\$0.00
Permeability, Cohesive Soils	Per each	0.00	\$275.00	\$0.00	\$325.00	\$0.00	\$295.00	\$0.00
Field Technician Services								
Sample Pickup	Per each	47.00	\$50.00	\$2,350.00	\$37.00	\$1,739.00	\$75.00	\$3,525.00
Support Vehicle	Per mile	91.00	\$0.25	\$22.75	\$0.50	\$45.50	\$0.58	\$52.78
Nuclear Density Gauge	Per ½ day	121.00	\$25.00	\$3,025.00	\$20.00	\$2,420.00	\$32.00	\$3,872.00
Nuclear Density Gauge	Per day	0.00	\$40.00	\$0.00	\$40.00	\$0.00	\$32.00	\$0.00
MATERIAL TESTING TOTAL COST				\$58,217.00		\$60,587.25		\$61,806.00
Soil Boring								
Mobilization	Per each	5.00			\$500.00	\$2,500.00	\$212.00	\$1,060.00
Soil Boring	VF	172.00			\$13.95	\$2,399.40	\$12.75	\$2,193.00
Report	Per each	1.00			\$1,000.00	\$1,000.00	\$900.00	\$900.00
						\$5,899.40		\$4,153.00


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Geotechnical • Construction Materials • Environmental • Facilities

December 20, 2018

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

ECS Proposal No: 59:1290

Re: 2019 Soil Testing Services
 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 2019 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 2019, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

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

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

Respectfully submitted,

Troy Vetort, P.E.
 Construction Materials Department Manager

Attachment: BOPW ESC Proposal (7796 : Resolution #19-09 Authorizing Agreement for Consulting Services with ECS Midwest, LLC (Soil

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Troy Vetort

Signature: 

Item	Fee	Unit
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Support Vehicle	\$0.58	Per mile
Nuclear Density Gauge	\$32.00	Per ½ day
Nuclear Density Gauge	\$32.00	Per day
Soil Boring		
Mobilization	\$212.00	Per each
Soil Boring	\$12.75	Per vertical foot
Report	\$900.00	Per each

ECS MIDWEST, LLC

TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and improvements during the performance of its Services. CLIENT understands that use of exploration, boring, sampling, or testing equipment may cause minor, common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information well as information readily and customarily available from public utility local services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless otherwise arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples, sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT's written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affecting contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS can know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subcontractants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.
- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount

shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of Consumer Price Index (CPI-U) for all items as established by www.bls.gov when CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of E invoices, and that timely payment is a material consideration for this agreement. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-(1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoice amount in dispute. All payments will be applied to accrued interest first and then the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT, or any other event unrelated to ECS provision of Services. Retainage shall be withheld from any payment, nor shall any deduction be made from any invoice account of penalty, liquidated damages, or other sums incurred by CLIENT. agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting obtaining a lien, recovery under a bond, collecting any delinquent amounts due executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of the Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS is not responsible for the correction of any deficiency attributable to CLIENT furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or which was not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and consultants maintain Workers Compensation insurance, and that ECS is covered by general liability automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. CLIENT is responsible for requesting specific inclusions or limits of coverage that are present in ECS insurance package. The cost of such inclusions or coverage increase available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURY DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage

or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to

the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of or in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives

the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue written cure notice identifying its alleged grounds for termination. Both parties s promptly and in good faith attempt to identify a cure for the alleged breach or pre facts showing the absence of such breach. If a cure can be agreed to or the ma otherwise resolved within thirty (30) calendar days from the date of the termina notice, the parties shall commit their understandings to writing and termination s not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual alleged breach; however, such waiver shall not affect future application of s provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, r payment, or a failure to cooperate. In the event of termination, the effecting p shall so notify the other party in writing and termination shall become effec fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS s promptly render to CLIENT a final invoice and CLIENT shall immediately compens ECS for Services rendered and costs incurred including those Services associ with termination itself, including without limitation, demobilizing, modifying schedu and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by ei party alleging a breach of this agreement, violation of the Standard of Care, non-paymer invoices, or arising out of the Services provided hereunder, must be initiated in a cour competent jurisdiction no more than two (2) years from the time the party knew, or sh have known, of the facts and conditions giving rise to its claim, and shall under circumstances shall such lawsuit be initiated more than three (3) years from the dat substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, t successors, assigns, heirs, and legal representatives to the other party and the success assigns, heirs and legal representatives of such other party with respect to all covenant these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder any cause of action arising therefrom, in whole or in part, without the written consent of other. Any purported assignment or transfer, except as permitted above, shall be deer null, void and invalid, the purported assignee shall acquire no rights as a result of purported assignment or transfer and the non-assigning party shall not recognize any s purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, stat or regulation, shall be deemed void, and all remaining provisions shall continue in full f and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a v 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 agreem represented by these Terms and all provisions allocating responsibility or liability between CLIENT and ECS shall survive the substantial completion of Services and the termination the agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Te and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including exhibits, appendixes, and other documents appended to it, constitute the er agreement between CLIENT and ECS. CLIENT acknowledges that all f understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represer by these shall not be binding unless made in writing and signed by authori representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorizat or other service acknowledgement forms, are inapplicable and superseded by th Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start v authorization (oral or written) or issuance of a purchase order constitutes CLIE acceptance of this Proposal and its agreement to be fully bound the foregoing Ter If CLIENT fails to provide ECS with a signed copy of these Terms or the attac Work Authorization, CLIENT agrees that by authorizing and accepting the service ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

< END OF TERMS AND CONDITIONS OF SERVICE >

Professional Service Industries, Inc.
3009 Vandenbroek Road
Kaukauna, Wisconsin 54130
Phone: (920)-735-1200
Fax: (920) -735-1840

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 – 2019 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 2019 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

Electronic Copy

Andrew Larsen
Project Manager

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

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS _____ DAY OF _____, 2018

BY (please print): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

PROJECT INFORMATION:

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

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

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandebroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$75.00	Per hour
Project Engineer	\$85.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$42.00	Per hour
Technician	\$37.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.50	Per mile
Laboratory Testing Services		
Standard Proctor	\$125.00	Per each
Modified Proctor	\$150.00	Per each
Concrete Compression Test (Cylinder by Company)	\$14.00	Per each
Concrete Compression Test (Cylinder by City)	\$14.00	Per each
Handling of Backup Cylinders	\$14.00	Per each
Aggregate Sieve Analysis	\$50.00	Per each
Atterberg Limits	\$75.00	Per each
Permeability, Granular Soils	\$275.00	Per each
Permeability, Cohesive Soils	\$325.00	Per each
Field Technician Services		
Sample Pickup	\$37.00	Per each
Support Vehicle	\$0.50	Per mile
Nuclear Density Gauge	\$20.00	Per ½ day
Nuclear Density Gauge	\$40.00	Per day
Soil Boring		
Mobilization	\$500.00	Per each
Soil Boring	\$13.95	Per vertical foot
Report	\$1,000.00	Per each



GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

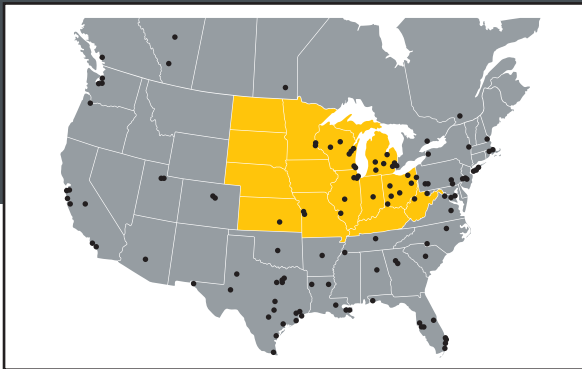
18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

B-900-11(14)

9/17

BUILDING & CONSTRUCTION CENTRAL REGION

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



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.

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



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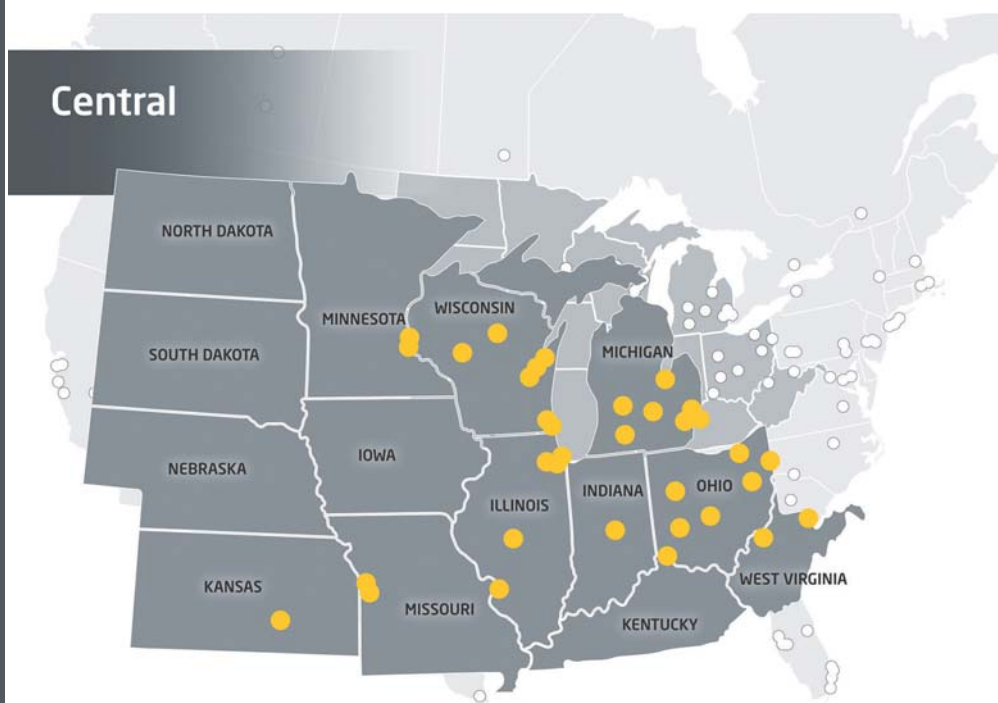


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Central



Our services include:

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

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

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

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

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

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

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

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

Built on legacy

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



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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #19-10 Authorizing Agreement for Consulting Services Between the City of De Pere and Bay Area Testing & Consulting, LLC (2019 Construction Materials Testing).

The Board of Public Works, at the January 7, 2019 meeting, approved accepting the quote from BATC for Materials Testing, and moved to send it to Common Council for approval. The recommendation passed unanimously with a 4-0 vote.

ATTACHMENTS:

- BOPW Memo (PDF)
- Reso19-10 (DOCX)
- Consultant Agreement-BATC (2019 Materials Testing)1-7-19-189-002-16 (PDF)
- Exhibit A - BATC Consulting Agreement (2019 Materials Testing) (PDF)
- Exhibit B-BATC Consulting Agreement(2019 Materials Testing) (PDF)
- BOPW 2019 Materials Testing and Soil Boring RFP Comparison (PDF)
- BOPW BATC Proposal (PDF)
- BOPW ESC Proposal (PDF)
- BOPW PSI Proposal (PDF)

City of De Pere

Public Works Department

Memo

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

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

Date: January 7, 2019

Subject: Consider Quote for 2019 Materials Testing and Soil Borings*

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2019 construction projects. The total cost of this work was estimated using 2018 final quantities as follows:

Materials Testing	Estimate
BATC	\$58,217.00
PSI	\$60,587.25
ECS	\$61,806.00

Soil Boring	Estimate
ECS	\$4,153.00
PSI	\$5,899.40

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the Material Testing estimated at \$58,217 and the quote from ECS Midwest, LLC for the Soil Boring estimated at \$4,153. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

CI_CALC_Materials_Testing_Comparison_12-26-2018 (PDF)

BATC Proposal (PDF)

PSI Proposal – 264656 City of De Pere (PDF)

ECS Proposal – 1290 – City of De Pere – 2019 Soil Testing Services (PDF)

RESOLUTION #19-10

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2019 Construction Materials Testing)

WHEREAS, the City is in need of construction materials testing services for its 2019 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 its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Bay Area Testing & Consulting, LLC (2019 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 15th day of January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2019 Construction Materials Testing)**

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of De Pere, Wisconsin, ("City"), and Bay Area Testing & Consulting, LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of construction materials testing services for its 2019 construction projects; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals for Geotechnical Services (Exhibit A) and Consultant's Proposal thereto dated December 13, 2018 (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 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 the Consultant with information and items as described in Exhibit A.

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 completion of the testing services and that Consultant shall respond to City's request for services as described 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, to be invoiced on a monthly basis. Invoices shall include an itemization of charges. Payment to the Consultant is due within 30 days of 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.

Charges for reimbursable costs determined in writing between the parties.

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 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 by Consultant through no fault of Consultant. 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
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

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

If to Consultant:

Bay Area Testing & Consulting, LLC
Attention: Jacob P. Franzmeier, P.E.
3125 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:

CITY OF DE PERE

By:

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

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana D. Ledvina, Clerk-Treasurer

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Request for Proposals For Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2019 construction materials consulting.

Your proposal must be submitted to our office by Friday, December 21, 2018 at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2019 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 & 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.

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

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: _____

Item	Fee	Unit
Engineering Services		
Project Manager		Per hour
Project Engineer		Per hour
Staff Engineer		Per hour
Field Technician		
Senior Technician		Per hour
Technician		Per hour
Clerical		Per hour
Mileage		Per mile
Laboratory Testing Services		
Standard Proctor		Per each
Modified Proctor		Per each
Concrete Compression Test (Cylinder by Company)		Per each
Concrete Compression Test (Cylinder by City)		Per each
Handling of Backup Cylinders		Per each
Aggregate Sieve Analysis		Per each
Atterberg Limits		Per each
Permeability, Granular Soils		Per each
Permeability, Cohesive Soils		Per each
Field Technician Services		
Sample Pickup		Per each
Support Vehicle		Per mile
Nuclear Density Gauge		Per ½ day
Nuclear Density Gauge		Per day
Soil Boring		
Mobilization		Per each
Soil Boring		Per vertical foot
Report		Per each

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2019 CONSTRUCTION SEASON
CITY OF DE PERE, WISCONSIN**

CLIENT:

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

DATE:

DECEMBER 13, 2018



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

December 13, 2018

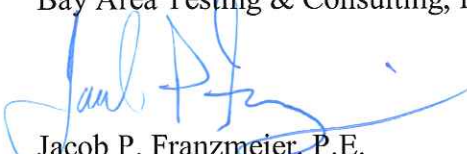
Mr. Chase K. Kuffel, P.E.
Assistant City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2019 Construction Season
City of De Pere, Wisconsin

Mr. Kuffel,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2019 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted two (2) bound copies of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC



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

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

Attachment: Exhibit B-BATC Consulting Agreement(2019 Materials Testing) (7797 : Resolution #19-10 Authorizing Consultant Agreement with

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2019 CONSTRUCTION SEASON
CITY OF DE PERE**

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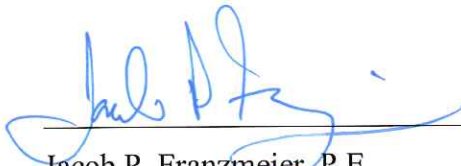
1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2019 Construction Season. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC
3125 Birch Road, Suite B
Suamico, WI 54173
Phone: 920-660-5246
Fax: 920-544-9693
Email: jake@bayareateesting.com

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



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

12/13/18
Date

1.2 Statement of Qualifications

In December, 2010, BATC was established in Green Bay, Wisconsin, to provide independent construction materials testing for various private, commercial, and municipal projects, along with Wisconsin Department of Transportation (WisDOT) projects. BATC is currently on the WisDOT list of qualified laboratories for concrete, soil, aggregate, and asphalt testing. BATC also participates in the AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program for Coarse Aggregate. Since our staff has a wide variety of experience on projects throughout the state, our extensive knowledge and experience in soil, concrete, and asphalt field and laboratory testing results in exceptional quality control.

Further, our company goal is to provide accurate, detailed, and repeatable quality control results in a timely manner. Since all of our staff members have both extensive field and laboratory experience, we maintain that our test results are done both precisely and promptly, no matter who performs the testing, saving our clients both time and money.

All of our staff members are certified at different levels based on their experience and capabilities. Further, as an organization, we currently have certified personnel through the American Concrete Institute, the Wisconsin Department of Transportation Highway Technician Certification Program, and Troxler Laboratories. The following list contains the certifications and qualifications BATC employees currently maintain:

- Wisconsin DOT Certified PCC Technician – Level II
- Wisconsin DOT Certified PCC Technician – Level I
- Wisconsin DOT Certified ATTS Technician
- Wisconsin DOT Certified Aggregate Technician – Level I
- Wisconsin DOT Certified Grading Technician
- Wisconsin DOT Certified Aggregate Sampling Technician
- Wisconsin DOT Certified Concrete Strength Tester
- Wisconsin DOT Certified Nuclear Density Technician
- Wisconsin DOT Certified Asphalt Technician – Level ITP
- ACI Concrete Field Technician – Level I
- Soil Moisture/Density Operator – Troxler Electronics Labs, Inc.

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an “as-needed” basis for the 2019 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.

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2.1 Overview of Construction Materials Testing

BATC will provide construction materials field testing for the 2019 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

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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 2019 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 5 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

Ethan Bornick, CET
Engineering Technician

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

Depending on the schedule for the day and the complexity of the City project, any of the above staff may be sent to the projects. However, a majority of the field testing will be performed by either a Senior Engineering Technician or an Engineering Technician. Further, if the project is complex and requires more extensive testing and observations, either a Senior Engineering Technician or a Staff Engineer would be scheduled to the project because of their experience. If a project would require a recommendation regarding either an alternative construction method or a change in design, a Staff Engineer or a Professional Engineer would be scheduled for that particular case. Only in cases in which the City would need an immediate response to a project, any of the staff personnel could be scheduled to that project to ensure that the required testing is performed, especially if the testing is critical to the project schedule.

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

We understand in some cases project plans change and a quick response is required with very little notice. With our past experience on similar projects, especially working with time critical concrete pours, such as with the Wisconsin Department of Transportation, we recognize that at times the City of De Pere will need an immediate response. As stated previously, BATC takes pride in reliable and timely service. For instance, the office phone is always with the owner and field coordinator, Mr. Franzmeier, day and night, weekdays, and on the weekends. All phone calls for BATC run through one point of contact, ensuring that all scheduling gets to the technicians as quickly and efficiently as possible. If a situation would arise that requires immediate testing in the City of De Pere, a BATC staff member will almost always be there when needed or within a reasonable time limit, day or night, if requested. Also, based on previous year's project locations, we generally have multiple projects in or near the City of De Pere. With this many projects in the area, we will have more flexibility with our schedule and a more timely response if something is not scheduled and work needs to be performed. Typically, if Saturday work is expected for an upcoming weekend, we would ask to have a curtesy call prior to Friday to inform us. We understand that sometimes weekend work is unexpected and is usually last minute scheduling by the contractor, which we can typically accommodate.

4.2 BATC Approach

BATC's primary goal is to provide affordable quality control while emphasizing safety and team work. We have experience in almost all facets of the construction project, from soil assessments in the geotechnical phase to inspecting and testing construction materials during the construction phase. BATC, as a part of your construction team, is committed to the success of your projects. One of our goals as a smaller company is to achieve exceptional quality control on each project to ensure our client's satisfaction. We will assist both the project engineer and project inspector in the scheduling and management of the quality control by being proactive and we will be

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available anytime for questions you may have before, during, and after the completion of the project. Our success depends on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

5.0 PREVIOUS PROJECTS

BATC has performed construction materials testing on a wide variety of projects throughout the state in recent years. The following is a list of recent projects of similar nature that BATC was contracted to perform, a brief description of the services performed, and references for each of the contracts:

- 2011 and 2016 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin
BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.
Contracting Party: City of De Pere
Project Contact: Chase K. Kuffel
Contact Number: 920-339-4060
- Titletown Development Phase I, Green Bay, Wisconsin
BATC performed all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, and construction observations.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780

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- Titletown – Bellin Clinic, Ashwaubenon, Wisconsin
BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780
- City of Kaukauna – Project 1-17, Kaukauna, Wisconsin
BATC performed the construction materials testing contract for the City of Kaukauna Project 1-17, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.
Contracting Party: Vinton Construction Company
Project Contact: Ron Raboine
Contact Number: 920-682-0375
- Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin
BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.
Contracting Party: Peters Concrete Company
Project Contact: Brian Bartels
Contact Number: 920-494-3700
- Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin
BATC is currently performing all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
Contracting Party: Aurora Baycare Medical Center
Project Contact: Barbara Johnson
Contact Number: 920-288-4033

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

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

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

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

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6.0 FEE SCHEDULE

BATC FEE SCHEDULE 2019

Soil and Aggregate Laboratory Services:

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

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	\$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	\$80.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	\$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	\$12.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$38.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$18.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$5.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$20.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$8.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$9.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$40.00/Each
35.	Case of Cylinder Molds	\$28.00/Case
36.	Mileage	\$0.25/Mile
37.	Nuclear Gauge Rental	\$25.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½ day: \$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$16.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

Soil Testing Services – 2019 Construction Season
City of De Pere

Request for Proposal
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Field Services Staff:

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

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2019 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.

Soil Testing Services – 2019 Construction Season
City of De Pere

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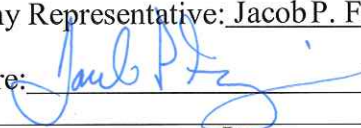
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

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

2019 Materials Testing and Soil Boring RFP Comparison

Item	Unit	2018 Quantity	BATC		PSI		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services								
Project Manager	Per hour	25.35	\$60.00	\$1,521.00	\$75.00	\$1,901.25	\$62.00	\$1,571.70
Project Engineer	Per hour	188.30	\$80.00	\$15,064.00	\$85.00	\$16,005.50	\$95.00	\$17,888.50
Staff Engineer	Per hour	0.00	\$60.00	\$0.00	\$75.00	\$0.00	\$75.00	\$0.00
Field Technician								
Senior Technician	Per hour	272.00	\$44.00	\$11,968.00	\$42.00	\$11,424.00	\$37.00	\$10,064.00
Technician	Per hour	357.00	\$35.00	\$12,495.00	\$37.00	\$13,209.00	\$37.00	\$13,209.00
Clerical	Per hour	57.70	\$30.00	\$1,731.00	\$25.00	\$1,442.50	\$25.00	\$1,442.50
Mileage	Per mile	3269.00	\$0.25	\$817.25	\$0.50	\$1,634.50	\$0.58	\$1,896.02
Laboratory Testing Services								
Standard Proctor	Per each	0.00	\$105.00	\$0.00	\$125.00	\$0.00	\$117.50	\$0.00
Modified Proctor	Per each	13.00	\$115.00	\$1,495.00	\$150.00	\$1,950.00	\$117.50	\$1,527.50
Concrete Compression Test (Cylinder by Company)	Per each	594.00	\$12.00	\$7,128.00	\$14.00	\$8,316.00	\$10.50	\$6,237.00
Concrete Compression Test (Cylinder by City)	Per each	0.00	\$12.00	\$0.00	\$14.00	\$0.00	\$10.50	\$0.00
Handling of Backup Cylinders	Per each	0.00	\$5.00	\$0.00	\$14.00	\$0.00	\$10.50	\$0.00
Aggregate Sieve Analysis	Per each	10.00	\$60.00	\$600.00	\$50.00	\$500.00	\$52.00	\$520.00
Atterberg Limits	Per each	0.00	\$45.00	\$0.00	\$75.00	\$0.00	\$45.00	\$0.00
Permeability, Granular Soils	Per each	0.00	\$225.00	\$0.00	\$275.00	\$0.00	\$245.00	\$0.00
Permeability, Cohesive Soils	Per each	0.00	\$275.00	\$0.00	\$325.00	\$0.00	\$295.00	\$0.00
Field Technician Services								
Sample Pickup	Per each	47.00	\$50.00	\$2,350.00	\$37.00	\$1,739.00	\$75.00	\$3,525.00
Support Vehicle	Per mile	91.00	\$0.25	\$22.75	\$0.50	\$45.50	\$0.58	\$52.78
Nuclear Density Gauge	Per ½ day	121.00	\$25.00	\$3,025.00	\$20.00	\$2,420.00	\$32.00	\$3,872.00
Nuclear Density Gauge	Per day	0.00	\$40.00	\$0.00	\$40.00	\$0.00	\$32.00	\$0.00
MATERIAL TESTING TOTAL COST				\$58,217.00		\$60,587.25		\$61,806.00
Soil Boring								
Mobilization	Per each	5.00			\$500.00	\$2,500.00	\$212.00	\$1,060.00
Soil Boring	VF	172.00			\$13.95	\$2,399.40	\$12.75	\$2,193.00
Report	Per each	1.00			\$1,000.00	\$1,000.00	\$900.00	\$900.00
						\$5,899.40		\$4,153.00

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2019 CONSTRUCTION SEASON
CITY OF DE PERE, WISCONSIN**

CLIENT:

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

DATE:

DECEMBER 13, 2018



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

December 13, 2018

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

Request for Proposal
Soil Testing Services
2019 Construction Season
City of De Pere, Wisconsin

Mr. Kuffel,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2019 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted two (2) bound copies of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC



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

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

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2019 CONSTRUCTION SEASON
CITY OF DE PERE**

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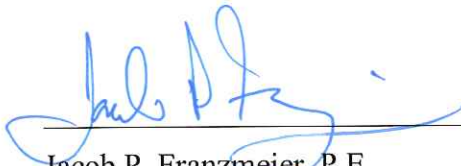
1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2019 Construction Season. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC
3125 Birch Road, Suite B
Suamico, WI 54173
Phone: 920-660-5246
Fax: 920-544-9693
Email: jake@bayareateesting.com

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



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

12/13/18
Date

1.2 Statement of Qualifications

In December, 2010, BATC was established in Green Bay, Wisconsin, to provide independent construction materials testing for various private, commercial, and municipal projects, along with Wisconsin Department of Transportation (WisDOT) projects. BATC is currently on the WisDOT list of qualified laboratories for concrete, soil, aggregate, and asphalt testing. BATC also participates in the AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program for Coarse Aggregate. Since our staff has a wide variety of experience on projects throughout the state, our extensive knowledge and experience in soil, concrete, and asphalt field and laboratory testing results in exceptional quality control.

Further, our company goal is to provide accurate, detailed, and repeatable quality control results in a timely manner. Since all of our staff members have both extensive field and laboratory experience, we maintain that our test results are done both precisely and promptly, no matter who performs the testing, saving our clients both time and money.

All of our staff members are certified at different levels based on their experience and capabilities. Further, as an organization, we currently have certified personnel through the American Concrete Institute, the Wisconsin Department of Transportation Highway Technician Certification Program, and Troxler Laboratories. The following list contains the certifications and qualifications BATC employees currently maintain:

- Wisconsin DOT Certified PCC Technician – Level II
- Wisconsin DOT Certified PCC Technician – Level I
- Wisconsin DOT Certified ATTS Technician
- Wisconsin DOT Certified Aggregate Technician – Level I
- Wisconsin DOT Certified Grading Technician
- Wisconsin DOT Certified Aggregate Sampling Technician
- Wisconsin DOT Certified Concrete Strength Tester
- Wisconsin DOT Certified Nuclear Density Technician
- Wisconsin DOT Certified Asphalt Technician – Level ITP
- ACI Concrete Field Technician – Level I
- Soil Moisture/Density Operator – Troxler Electronics Labs, Inc.

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an “as-needed” basis for the 2019 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 2019 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 2019 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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City of De Pere

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

Ethan Bornick, CET
Engineering Technician

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

Depending on the schedule for the day and the complexity of the City project, any of the above staff may be sent to the projects. However, a majority of the field testing will be performed by either a Senior Engineering Technician or an Engineering Technician. Further, if the project is complex and requires more extensive testing and observations, either a Senior Engineering Technician or a Staff Engineer would be scheduled to the project because of their experience. If a project would require a recommendation regarding either an alternative construction method or a change in design, a Staff Engineer or a Professional Engineer would be scheduled for that particular case. Only in cases in which the City would need an immediate response to a project, any of the staff personnel could be scheduled to that project to ensure that the required testing is performed, especially if the testing is critical to the project schedule.

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

We understand in some cases project plans change and a quick response is required with very little notice. With our past experience on similar projects, especially working with time critical concrete pours, such as with the Wisconsin Department of Transportation, we recognize that at times the City of De Pere will need an immediate response. As stated previously, BATC takes pride in reliable and timely service. For instance, the office phone is always with the owner and field coordinator, Mr. Franzmeier, day and night, weekdays, and on the weekends. All phone calls for BATC run through one point of contact, ensuring that all scheduling gets to the technicians as quickly and efficiently as possible. If a situation would arise that requires immediate testing in the City of De Pere, a BATC staff member will almost always be there when needed or within a reasonable time limit, day or night, if requested. Also, based on previous year's project locations, we generally have multiple projects in or near the City of De Pere. With this many projects in the area, we will have more flexibility with our schedule and a more timely response if something is not scheduled and work needs to be performed. Typically, if Saturday work is expected for an upcoming weekend, we would ask to have a curtesy call prior to Friday to inform us. We understand that sometimes weekend work is unexpected and is usually last minute scheduling by the contractor, which we can typically accommodate.

4.2 BATC Approach

BATC's primary goal is to provide affordable quality control while emphasizing safety and team work. We have experience in almost all facets of the construction project, from soil assessments in the geotechnical phase to inspecting and testing construction materials during the construction phase. BATC, as a part of your construction team, is committed to the success of your projects. One of our goals as a smaller company is to achieve exceptional quality control on each project to ensure our client's satisfaction. We will assist both the project engineer and project inspector in the scheduling and management of the quality control by being proactive and we will be

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City of De Pere

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available anytime for questions you may have before, during, and after the completion of the project. Our success depends on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

5.0 PREVIOUS PROJECTS

BATC has performed construction materials testing on a wide variety of projects throughout the state in recent years. The following is a list of recent projects of similar nature that BATC was contracted to perform, a brief description of the services performed, and references for each of the contracts:

- 2011 and 2016 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin
BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.
Contracting Party: City of De Pere
Project Contact: Chase K. Kuffel
Contact Number: 920-339-4060
- Titletown Development Phase I, Green Bay, Wisconsin
BATC performed all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, and construction observations.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780

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- Titletown – Bellin Clinic, Ashwaubenon, Wisconsin
BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780
- City of Kaukauna – Project 1-17, Kaukauna, Wisconsin
BATC performed the construction materials testing contract for the City of Kaukauna Project 1-17, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.
Contracting Party: Vinton Construction Company
Project Contact: Ron Raboine
Contact Number: 920-682-0375
- Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin
BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.
Contracting Party: Peters Concrete Company
Project Contact: Brian Bartels
Contact Number: 920-494-3700
- Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin
BATC is currently performing all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
Contracting Party: Aurora Baycare Medical Center
Project Contact: Barbara Johnson
Contact Number: 920-288-4033

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

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

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

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

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6.0 FEE SCHEDULE

BATC FEE SCHEDULE 2019

Soil and Aggregate Laboratory Services:

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

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	\$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	\$80.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	\$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	\$12.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$38.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$18.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$5.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$20.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$8.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$9.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$40.00/Each
35.	Case of Cylinder Molds	\$28.00/Case
36.	Mileage	\$0.25/Mile
37.	Nuclear Gauge Rental	\$25.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½ day: \$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$16.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

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Field Services Staff:

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

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2019 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

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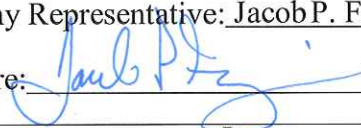
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

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


ECS MIDWEST, LLC
"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

December 20, 2018

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

ECS Proposal No: 59:1290

Re: 2019 Soil Testing Services
 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 2019 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 2019, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

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

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

Respectfully submitted,

Troy Vetort, P.E.
 Construction Materials Department Manager

Attachment: BOPW ESC Proposal (7797 : Resolution #19-10 Authorizing Consultant Agreement with BATC (2109 Construction Materials

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Troy Vetort

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$62.00	Per hour
Project Engineer	\$95.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$37.00	Per hour
Technician	\$37.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.58	Per mile
Laboratory Testing Services		
Standard Proctor	\$117.50	Per each
Modified Proctor	\$117.50	Per each
Concrete Compression Test (Cylinder by Company)	\$10.50	Per each
Concrete Compression Test (Cylinder by City)	\$10.50	Per each
Handling of Backup Cylinders	\$10.50	Per each
Aggregate Sieve Analysis	\$52.00	Per each
Atterberg Limits	\$45.00	Per each
Permeability, Granular Soils	\$245.00	Per each
Permeability, Cohesive Soils	\$295.00	Per each
Field Technician Services		
Sample Pickup	\$75.00	Per each
Support Vehicle	\$0.58	Per mile
Nuclear Density Gauge	\$32.00	Per ½ day
Nuclear Density Gauge	\$32.00	Per day
Soil Boring		
Mobilization	\$212.00	Per each
Soil Boring	\$12.75	Per vertical foot
Report	\$900.00	Per each

ECS MIDWEST, LLC

TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and improvements during the performance of its Services. CLIENT understands that use of exploration, boring, sampling, or testing equipment may cause minor, common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information well as information readily and customarily available from public utility local services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless otherwise arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from the samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples, sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT's written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affecting contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS can know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subcontractants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.
- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount

shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of Consumer Price Index (CPI-U) for all items as established by www.bls.gov when CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of E invoices, and that timely payment is a material consideration for this agreement. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-(1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoice amount in dispute. All payments will be applied to accrued interest first and then the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT, or any other event unrelated to ECS provision of Services. Retainage shall be withheld from any payment, nor shall any deduction be made from any invoice account of penalty, liquidated damages, or other sums incurred by CLIENT. agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting obtaining a lien, recovery under a bond, collecting any delinquent amounts due executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of the Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS is not responsible for the correction of any deficiency attributable to CLIENT furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and consultants maintain Workers Compensation insurance, and that ECS is covered by general liability automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. CLIENT is responsible for requesting specific inclusions or limits of coverage that are present in ECS insurance package. The cost of such inclusions or coverage increase available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURY DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage

or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to

the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of or in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed.
- Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives

the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue written cure notice identifying its alleged grounds for termination. Both parties s promptly and in good faith attempt to identify a cure for the alleged breach or pre facts showing the absence of such breach. If a cure can be agreed to or the ma otherwise resolved within thirty (30) calendar days from the date of the termina notice, the parties shall commit their understandings to writing and termination s not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual alleged breach; however, such waiver shall not affect future application of s provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, r payment, or a failure to cooperate. In the event of termination, the effecting p shall so notify the other party in writing and termination shall become effec fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS s promptly render to CLIENT a final invoice and CLIENT shall immediately compens ECS for Services rendered and costs incurred including those Services associ with termination itself, including without limitation, demobilizing, modifying schedu and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by ei party alleging a breach of this agreement, violation of the Standard of Care, non-paymer invoices, or arising out of the Services provided hereunder, must be initiated in a cour competent jurisdiction no more than two (2) years from the time the party knew, or shc have known, of the facts and conditions giving rise to its claim, and shall under circumstances shall such lawsuit be initiated more than three (3) years from the dat substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, t successors, assigns, heirs, and legal representatives to the other party and the success assigns, heirs and legal representatives of such other party with respect to all covenant these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder any cause of action arising therefrom, in whole or in part, without the written consent of other. Any purported assignment or transfer, except as permitted above, shall be deer null, void and invalid, the purported assignee shall acquire no rights as a result of purported assignment or transfer and the non-assigning party shall not recognize any s purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, stat or regulation, shall be deemed void, and all remaining provisions shall continue in full fc and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a v 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 agreem represented by these Terms and all provisions allocating responsibility or liability between CLIENT and ECS shall survive the substantial completion of Services and the termination the agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Te and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including exhibits, appendixes, and other documents appended to it, constitute the er agreement between CLIENT and ECS. CLIENT acknowledges that all f understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represer by these shall not be binding unless made in writing and signed by authori representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorizat or other service acknowledgement forms, are inapplicable and superseded by th Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start v authorization (oral or written) or issuance of a purchase order constitutes CLIE acceptance of this Proposal and its agreement to be fully bound the foregoing Ter If CLIENT fails to provide ECS with a signed copy of these Terms or the attac Work Authorization, CLIENT agrees that by authorizing and accepting the service ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

< END OF TERMS AND CONDITIONS OF SERVICE >

Professional Service Industries, Inc.
3009 Vandebroek Road
Kaukauna, Wisconsin 54130
Phone: (920)-735-1200
Fax: (920) -735-1840

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 – 2019 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 2019 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

Electronic Copy

Andrew Larsen
Project Manager

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

Attachment: BOPW PSI Proposal (7797 : Resolution #19-10 Authorizing Consultant Agreement with BATC (2109 Construction Materials

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS _____ DAY OF _____, 2018

BY (please print): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

PROJECT INFORMATION:

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

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

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandebroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$75.00	Per hour
Project Engineer	\$85.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$42.00	Per hour
Technician	\$37.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.50	Per mile
Laboratory Testing Services		
Standard Proctor	\$125.00	Per each
Modified Proctor	\$150.00	Per each
Concrete Compression Test (Cylinder by Company)	\$14.00	Per each
Concrete Compression Test (Cylinder by City)	\$14.00	Per each
Handling of Backup Cylinders	\$14.00	Per each
Aggregate Sieve Analysis	\$50.00	Per each
Atterberg Limits	\$75.00	Per each
Permeability, Granular Soils	\$275.00	Per each
Permeability, Cohesive Soils	\$325.00	Per each
Field Technician Services		
Sample Pickup	\$37.00	Per each
Support Vehicle	\$0.50	Per mile
Nuclear Density Gauge	\$20.00	Per ½ day
Nuclear Density Gauge	\$40.00	Per day
Soil Boring		
Mobilization	\$500.00	Per each
Soil Boring	\$13.95	Per vertical foot
Report	\$1,000.00	Per each



GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

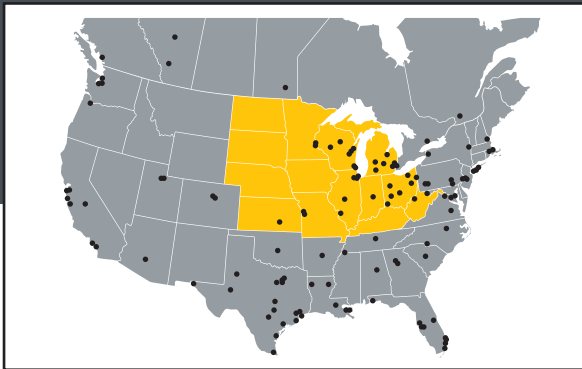
18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

B-900-11(14)

9/17

BUILDING & CONSTRUCTION CENTRAL REGION

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



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.



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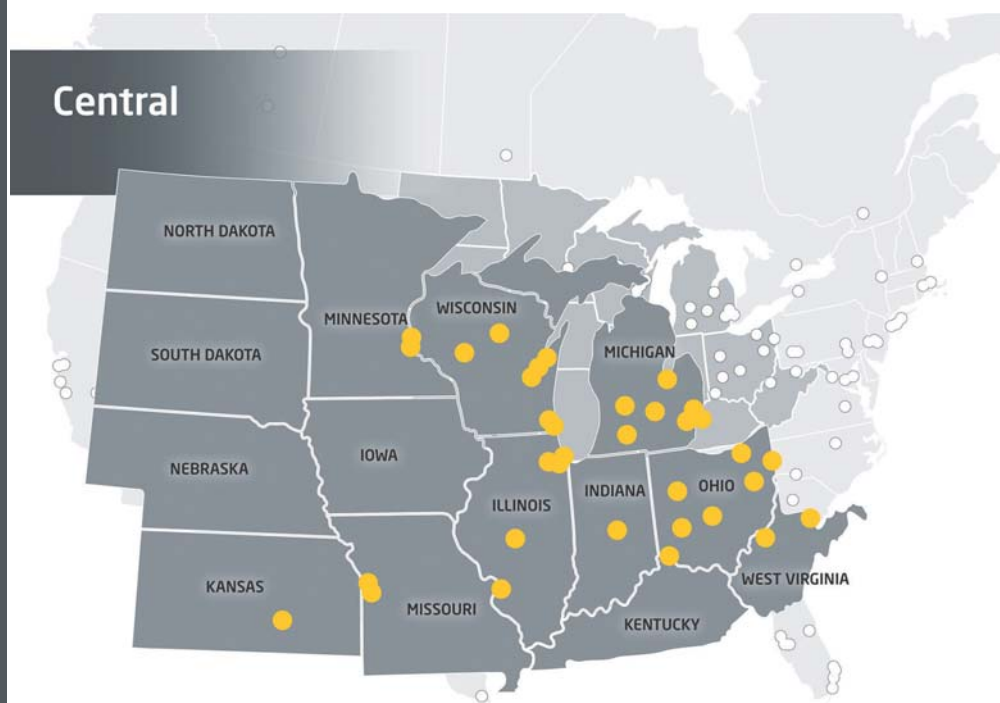


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Central



Our services include:

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

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

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

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

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

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

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

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

Built on legacy

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



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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 1-15-19 (PDF)

CITY OF DE PERE
License Committee - January 15, 2019

Previously Tabled Operator License Applications	
1	BRAKKE, CHELSIE G.
2	SHARKEY, BOBBIE M.
3	STILES, ALICIA M.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Voucher Approval.

ATTACHMENTS:

- 1-15-19 VOUCHERS (PDF)

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A / P CHECK REGISTER

PAGE: 1

PACKET: 06016 JAN 2019 COUNCIL - 2 1-15-19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0302	AIRGAS USA LLC I-9083418467	AIRGAS USA LLC	R	1/15/2019		19.35CR	087587	19.35
1530	RICHARD J. ANNEN I-201901098977	RICHARD J. ANNEN	R	1/15/2019		756.31CR	087588	756.31
7507	DEBORAH ARMBRUSTER I-201901098978	DEBORAH ARMBRUSTER	R	1/15/2019		11.45CR	087589	11.45
2997	ATLAS OUTFITTERS ATR I-13530 I-13539	ATLAS OUTFITTERS ATR ATLAS OUTFITTERS ATR	R R	1/15/2019 1/15/2019		2,000.00CR 2,540.00CR	087590 087590	 4,540.00
0020	BADGERLAND PRINTING INC I-32642 I-32680 I-32706	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R R	1/15/2019 1/15/2019 1/15/2019		63.75CR 131.00CR 22.00CR	087591 087591 087591	 216.75
0027	BAY TOWEL INC I-2752546 I-2754370 I-2761380 I-2761399	BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC	R R R R	1/15/2019 1/15/2019 1/15/2019 1/15/2019		163.22CR 100.74CR 163.22CR 87.59CR	087592 087592 087592 087592	 514.77
0025	BAYCOM INC I-SRVCE000000017691	BAYCOM INC	R	1/15/2019		285.00CR	087593	285.00
6849	BONGERS, ERIN I-201901098979	BONGERS, ERIN	R	1/15/2019		26.71CR	087594	26.71
0038	BROADWAY AUTOMOTIVE INC I-438201P I-438336P I-924141P	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R R R	1/15/2019 1/15/2019 1/15/2019		30.95CR 72.99CR 156.89CR	087595 087595 087595	 260.83
1039	BROWN COUNTY BAR ASSOCIATION I-201901088968	BROWN COUNTY BAR ASSOCIATION	R	1/15/2019		35.00CR	087596	35.00
0044	BROWN COUNTY REGISTER OF DEEDS I-201901098980	BROWN COUNTY REGISTER OF DEEDS	R	1/15/2019		30.00CR	087597	30.00
2984	BROWN COUNTY TREASURER I-2018-00000118	BROWN COUNTY TREASURER	R	1/15/2019		3,263.14CR	087598	3,263.14

Attachment: 1-15-19 VOUCHERS (7798 : Voucher Approval.)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

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7745	KELLY BURKE I-201901098983	KELLY BURKE	R	1/15/2019		1,000.00CR	087599	1,000.00
7827	CALEWARTS DUFFY & ERDMAN I-201901098981	CALEWARTS DUFFY & ERDMAN	R	1/15/2019		2,362.50CR	087600	2,362.50
7866	CALLBACK STAFFING SOLUTIONS LLC I-10970	CALLBACK STAFFING SOLUTIONS LL	R	1/15/2019		2,984.40CR	087601	2,984.40
0536	CDW GOVERNMENT INC I-QMR0059	CDW GOVERNMENT INC	R	1/15/2019		121.06CR	087602	121.06
0520	CENTRAL BROWN COUNTY WATER AUTHORITY I-201901098982 I-2924	CENTRAL BROWN COUNTY WATER AUT CENTRAL BROWN COUNTY WATER AUT	R R	1/15/2019 1/15/2019		6,524.00CR 658,668.00CR	087603 087603	 665,192.00
6561	CLARK, KEVIN I-201901098984	CLARK, KEVIN	R	1/15/2019		34.12CR	087604	34.12
2708	CLEANING SOLUTION SERVICES INC I-18580 I-18581 I-18676 I-18677 I-18711 I-18726	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R R R R R R	1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019		306.79CR 164.61CR 1,354.06CR 1,657.49CR 315.00CR 309.24CR	087605 087605 087605 087605 087605 087605	 4,107.19
0217	COUNTRY VISIONS COOPERATIVE I-201901098985	COUNTRY VISIONS COOPERATIVE	R	1/15/2019		17.48CR	087606	17.48
6700	DARLEY CO I-17347377 I-17347456 I-17347868	DARLEY CO DARLEY CO DARLEY CO DARLEY CO	R R R R	1/15/2019 1/15/2019 1/15/2019 1/15/2019		170.21CR 98.50CR 3,953.14CR	087607 087607 087607	 4,221.85
3248	DEVILEY, ROD I-201901098986	DEVILEY, ROD	R	1/15/2019		210.00CR	087608	210.00
7809	DIAMOND DETAILING I-4325	DIAMOND DETAILING	R	1/15/2019		150.00CR	087609	150.00
6369	DICK'S GUN SHOP INC I-4931	DICK'S GUN SHOP INC	R	1/15/2019		3,010.50CR	087610	3,010.50

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VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0075	DIGGERS HOTLINE INC							
	I-181 2 36401	DIGGERS HOTLINE INC	R	1/15/2019		209.72CR	087611	
	I-181 2 36402	DIGGERS HOTLINE INC	R	1/15/2019		3.20CR	087611	212.92
7707	DUNCAN ASSOCIATES INC							
	I-337-18-09	DUNCAN ASSOCIATES INC	R	1/15/2019		13,646.50CR	087612	13,646.50
7145	EAGLE FABRICATION INC.							
	I-3333	EAGLE FABRICATION INC.	R	1/15/2019		520.40CR	087613	520.40
7753	ECS MIDWEST LLC							
	I-702890	ECS MIDWEST LLC	R	1/15/2019		40.50CR	087614	
	I-702891	ECS MIDWEST LLC	R	1/15/2019		756.90CR	087614	
	I-703864	ECS MIDWEST LLC	R	1/15/2019		749.95CR	087614	1,547.35
7240	EMC INSURANCE							
	I-201901098987	EMC INSURANCE	R	1/15/2019		3,000.00CR	087615	3,000.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2038326	EMERGENCY MEDICAL PRODUCTS INC	R	1/15/2019		409.31CR	087616	
	I-2041072	EMERGENCY MEDICAL PRODUCTS INC	R	1/15/2019		386.58CR	087616	795.89
0086	ERC INC							
	I-ERC-1218-0704	ERC INC	R	1/15/2019		429.00CR	087617	429.00
6111	ERLA INC							
	I-77553	ERLA INC	R	1/15/2019		976.59CR	087618	976.59
7422	EXCEL UNDERGROUND LLC							
	I-6601	EXCEL UNDERGROUND LLC	R	1/15/2019		2,256.40CR	087619	2,256.40
0091	FASTENAL COMPANY							
	I-WIGRE373214	FASTENAL COMPANY	R	1/15/2019		72.00CR	087620	72.00
2627	FESTIVAL FOODS INC							
	I-123805-81	FESTIVAL FOODS INC	R	1/15/2019		19.95CR	087621	
	I-281666-79	FESTIVAL FOODS INC	R	1/15/2019		24.03CR	087621	43.98
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-19018	FIRE APPARATUS & EQUIPMENT INC	R	1/15/2019		78.27CR	087622	78.27
7867	FIRECOM							
	I-INV306872	FIRECOM	R	1/15/2019		5,689.81CR	087623	5,689.81

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0200	FIRST SUPPLY LLC							
	I-11475909-00	FIRST SUPPLY LLC	R	1/15/2019		13.34CR	087624	13.34
0562	GALLS LLC							
	I-11501797	GALLS LLC	R	1/15/2019		74.99CR	087625	
	I-12107084	GALLS LLC	R	1/15/2019		60.79CR	087625	135.78
7868	GENERATIONAL CONSULTING LLC							
	I-201901098988	GENERATIONAL CONSULTING LLC	R	1/15/2019		500.00CR	087626	500.00
0116	GRAINGER INC							
	I-9029744548	GRAINGER INC	R	1/15/2019		23.78CR	087627	
	I-9031313266	GRAINGER INC	R	1/15/2019		36.12CR	087627	59.90
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-9307803089	GRAYBAR ELECTRIC COMPANY INC	R	1/15/2019		101.40CR	087628	
	I-9307912887	GRAYBAR ELECTRIC COMPANY INC	R	1/15/2019		23.38CR	087628	
	I-9307912888	GRAYBAR ELECTRIC COMPANY INC	R	1/15/2019		67.36CR	087628	192.14
0119	GREATER GREEN BAY CHAMBER							
	I-174933	GREATER GREEN BAY CHAMBER	R	1/15/2019		375.00CR	087629	375.00
0348	GREEN BAY METRO SEWERAGE DISTRICT							
	I-114808	GREEN BAY METRO SEWERAGE DISTR	R	1/15/2019		2,000.00CR	087630	
	I-114843	GREEN BAY METRO SEWERAGE DISTR	R	1/15/2019		454,834.22CR	087630	
	I-114855	GREEN BAY METRO SEWERAGE DISTR	R	1/15/2019		86,792.33CR	087630	543,626.55
7245	GREEN BAY WATER UTILITY							
	I-6236	GREEN BAY WATER UTILITY	R	1/15/2019		15,473.00CR	087631	15,473.00
2947	MATTHEW GUTH							
	I-201901088969	MATTHEW GUTH	R	1/15/2019		115.47CR	087632	115.47
0943	DALE HAAGEN							
	I-201901098989	DALE HAAGEN	R	1/15/2019		96.30CR	087633	96.30
0446	HAWKINS INC							
	I-4416006	HAWKINS INC	R	1/15/2019		490.89CR	087634	
	I-4419143	HAWKINS INC	R	1/15/2019		4,359.20CR	087634	4,850.09
1121	TOM HENDRICKS							
	I-201901098990	TOM HENDRICKS	R	1/15/2019		498.53CR	087635	498.53

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5484	HYDROCORP INC							
	I-50642-IN	HYDROCORP INC	R	1/15/2019		2,876.00CR	087636	
	I-50835-IN	HYDROCORP INC	R	1/15/2019		2,309.00CR	087636	5,185.00
0991	IAFC MEMBERSHIP							
	I-123205	IAFC MEMBERSHIP	R	1/15/2019		215.00CR	087637	
	I-128330	IAFC MEMBERSHIP	R	1/15/2019		209.00CR	087637	424.00
3189	ICMA							
	I-139221 2019	ICMA	R	1/15/2019		1,120.00CR	087638	1,120.00
6342	IDEA DINER							
	I-201901098991	IDEA DINER	R	1/15/2019		295.00CR	087639	295.00
7810	IDEMIA IDENTITY & SECURITY USA LLC							
	I-117996	IDEMIA IDENTITY & SECURITY USA	R	1/15/2019		1,700.00CR	087640	1,700.00
1399	INDOFF INC							
	I-3189922	INDOFF INC	R	1/15/2019		224.75CR	087641	
	I-3191018	INDOFF INC	R	1/15/2019		6.45CR	087641	
	I-3192708	INDOFF INC	R	1/15/2019		251.96CR	087641	
	I-3194503	INDOFF INC	R	1/15/2019		156.61CR	087641	
	I-3195049	INDOFF INC	R	1/15/2019		198.10CR	087641	837.87
0362	JOHNSON CONTROLS FIRE PROTECTION LP							
	I-20613754	JOHNSON CONTROLS FIRE PROTECTI	R	1/15/2019		996.42CR	087642	
	I-41224711	JOHNSON CONTROLS FIRE PROTECTI	R	1/15/2019		11,796.11CR	087642	
	I-84976742	JOHNSON CONTROLS FIRE PROTECTI	R	1/15/2019		711.00CR	087642	13,503.53
3201	JOSEPH JOHNSON							
	I-201901088970	JOSEPH JOHNSON	R	1/15/2019		180.37CR	087643	180.37
2602	JOSSART BROTHERS INC							
	I-841	JOSSART BROTHERS INC	R	1/15/2019		3,098.00CR	087644	
	I-844 B	JOSSART BROTHERS INC	R	1/15/2019		3,283.00CR	087644	6,381.00
7620	JT ENGINEERING INC							
	I-180014-10	JT ENGINEERING INC	R	1/15/2019		6,026.00CR	087645	6,026.00
1276	JX ENTERPRISES INC							
	C-1464663P	JX ENTERPRISES INC	R	1/15/2019		609.87	087646	
	I-1461996P	JX ENTERPRISES INC	R	1/15/2019		29.87CR	087646	
	I-1462299P	JX ENTERPRISES INC	R	1/15/2019		1,262.49CR	087646	
	I-1462897P	JX ENTERPRISES INC	R	1/15/2019		148.61CR	087646	
	I-1463443P	JX ENTERPRISES INC	R	1/15/2019		128.95CR	087646	
	I-1464346P	JX ENTERPRISES INC	R	1/15/2019		43.99CR	087646	1,004.04

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7662	KNOWBE4 I-INV48377	KNOWBE4	R	1/15/2019		1,445.88CR	087647	1,445.88
2904	KROPP CONCRETE PRODUCTS I-26213	KROPP CONCRETE PRODUCTS	R	1/15/2019		114.50CR	087648	114.50
0153	LAFORCE INC I-1085737	LAFORCE INC	R	1/15/2019		6,583.00CR	087649	6,583.00
0154	LAMERS BUS LINES INC I-201901098992	LAMERS BUS LINES INC	R	1/15/2019		927.20CR	087650	927.20
0157	LEAGUE OF WI MUNICIPALITIES I-10132 2019	LEAGUE OF WI MUNICIPALITIES	R	1/15/2019		7,006.59CR	087651	7,006.59
6587	SHANA LEDVINA I-201901098993	SHANA LEDVINA	R	1/15/2019		22.09CR	087652	22.09
5786	LEE, CINDY I-201901098994	LEE, CINDY	R	1/15/2019		42.51CR	087653	42.51
2512	CHARLIE LEITERMAN I-201901098995	CHARLIE LEITERMAN	R	1/15/2019		415.10CR	087654	415.10
7444	SARA LORNSON I-201901098996	SARA LORNSON	R	1/15/2019		168.41CR	087655	168.41
7190	STEVE MASSEY I-201901098997	STEVE MASSEY	R	1/15/2019		21.96CR	087656	21.96
0173	MENARDS INC I-39704 I-40660 I-40760 I-40761 I-40889 I-40905 I-40990 2019	MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC	R R R R R R R	1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019		14.34CR 97.43CR 15.82CR 13.97CR 63.99CR 24.87CR 63.94CR	087657 087657 087657 087657 087657 087657 087657	 294.36
0176	MID STATE SUPPLY CORP I-4262903	MID STATE SUPPLY CORP	R	1/15/2019		1,004.11CR	087658	1,004.11

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6883	NATHAN MRSTIK I-201901088971	NATHAN MRSTIK	R	1/15/2019		98.25CR	087659	98.25
3191	NCI I-AT12165	NCI	R	1/15/2019		74.85CR	087660	74.85
7869	NCLED I-457 I-458 I-459	NCLED NCLED NCLED	R R R	1/15/2019 1/15/2019 1/15/2019		1,800.00CR 2,700.00CR 2,520.00CR	087661 087661 087661	7,020.00
7129	NELSON TACTICAL I-16689 I-16691	NELSON TACTICAL NELSON TACTICAL	R R	1/15/2019 1/15/2019		94.00CR 184.74CR	087662 087662	278.74
7680	NETWRIX CORPORATON I-41486	NETWRIX CORPORATON	R	1/15/2019		1,304.00CR	087663	1,304.00
5188	NORTHEAST ASPHALT INC I-18-07 (4)	NORTHEAST ASPHALT INC	R	1/15/2019		244,853.17CR	087664	244,853.17
0531	NORTHEAST AUTO PARTS INC I-336035 I-336153 I-336186 I-336188 I-336208 I-336220 I-336282	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R R R R R R R	1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019		113.99CR 21.87CR 14.72CR 36.18CR 35.96CR 29.99CR 25.49CR	087665 087665 087665 087665 087665 087665 087665	278.20
5433	NORTHEAST WI TECH COLLEGE I-CS32875	NORTHEAST WI TECH COLLEGE	R	1/15/2019		125.00CR	087666	125.00
7865	NORTHERN POWER EQUIPMENT LLC I-17882	NORTHERN POWER EQUIPMENT LLC	R	1/15/2019		26.00CR	087667	26.00
0187	NSIGHT TELS SERVICES I-201901088972	NSIGHT TELS SERVICES	R	1/15/2019		64.40CR	087668	64.40
2788	CHAD OPICKA I-201901098998	CHAD OPICKA	R	1/15/2019		293.02CR	087669	293.02

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5222	P J KORTENS & CO INC I-10020710	P J KORTENS & CO INC	R	1/15/2019		736.00CR	087670	736.00
0197	PACKER CITY INTERNATIONAL INC I-X101097782:01 I-X101097837:01	PACKER CITY INTERNATIONAL INC PACKER CITY INTERNATIONAL INC PACKER CITY INTERNATIONAL INC	R R	1/15/2019 1/15/2019		34.36CR 308.27CR	087671 087671	 342.63
6791	PACKERLAND ELECTRIC LLC I-2750	PACKERLAND ELECTRIC LLC	R	1/15/2019		9,880.10CR	087672	9,880.10
6126	PM SUPPLY - WRIGHT INDUSTRIAL I-80634	PM SUPPLY - WRIGHT INDUSTRIAL	R	1/15/2019		330.62CR	087673	330.62
0208	POMP'S TIRE SERVICE INC I-90053231 I-90053573	POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC	R R	1/15/2019 1/15/2019		646.20CR 95.00CR	087674 087674	 741.20
6378	PUETZ, BEN I-201901098999	PUETZ, BEN	R	1/15/2019		29.52CR	087675	29.52
1434	PAULA RAHN I-201901099000	PAULA RAHN	R	1/15/2019		195.11CR	087676	195.11
6948	RAY'S TIRE I-1004074 I-1004075	RAY'S TIRE RAY'S TIRE	R R	1/15/2019 1/15/2019		2,044.48CR 845.36CR	087677 087677	 2,889.84
5393	RICOH USA INC. I-9026919088	RICOH USA INC.	R	1/15/2019		1,230.74CR	087678	1,230.74
7513	SAFE FLOW LLC I-2018158 I-2018158 109	SAFE FLOW LLC SAFE FLOW LLC	R R	1/15/2019 1/15/2019		235.69CR 85.00CR	087679 087679	 320.69
6027	SESAC I-749918	SESAC	R	1/15/2019		438.00CR	087680	438.00
7367	SHELL I-79133203812	SHELL	R	1/15/2019		20.00CR	087681	20.00
2791	SIRCHIE FINGER PRINT LABS LLC I-378057-IN	SIRCHIE FINGER PRINT LABS LLC	R	1/15/2019		68.50CR	087682	68.50

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0252	SOUTHSIDE TIRE CO INC I-3077000	SOUTHSIDE TIRE CO INC	R	1/15/2019		630.00CR	087683	630.00
0999	STAPLES ADVANTAGE I-3398386827	STAPLES ADVANTAGE	R	1/15/2019		43.32CR	087684	43.32
4094	STATE BAR OF WISCONSIN I-5051195	STATE BAR OF WISCONSIN	R	1/15/2019		68.15CR	087685	68.15
1465	STEEN MACEK PAPER COMPANY I-828225	STEEN MACEK PAPER COMPANY	R	1/15/2019		112.40CR	087686	112.40
0752	SYSTEMS FURNITURE INC I-33346	SYSTEMS FURNITURE INC	R	1/15/2019		492.00CR	087687	492.00
3253	BILL TEWS I-201901088973	BILL TEWS	R	1/15/2019		173.39CR	087688	173.39
0555	TIME WARNER CABLE LLC I-201901099001	TIME WARNER CABLE LLC	R	1/15/2019		13.24CR	087689	13.24
2992	TITAN PULIC SAFETY SOLUTIONS LLC I-4561	TITAN PULIC SAFETY SOLUTIONS L	R	1/15/2019		4,498.00CR	087690	4,498.00
7870	TOPCON SOLUTIONS STORE I-INV77910	TOPCON SOLUTIONS STORE	R	1/15/2019		650.00CR	087691	650.00
0267	TRAFFIC & PARKING CONTROL INC I-I624999	TRAFFIC & PARKING CONTROL INC	R	1/15/2019		560.00CR	087692	560.00
7309	TRILLIUM CNG I-1940823	TRILLIUM CNG	R	1/15/2019		3,157.56CR	087693	3,157.56
0268	TRUCK EQUIPMENT INC I-826414-00 I-826679-00 I-826811-00 I-827728-00	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R R R R	1/15/2019 1/15/2019 1/15/2019 1/15/2019		53.98CR 93.44CR 113.17CR 21.32CR	087694 087694 087694 087694	 281.91
0417	TWEET GAROT MECHANICAL INC I-69070 I-69205 I-69421	TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC	R R R	1/15/2019 1/15/2019 1/15/2019		315.00CR 338.50CR 1,732.18CR	087695 087695 087695	 2,385.68

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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-283423	UNIFORM SHOPPE INC	R	1/15/2019		207.85CR	087696	
	I-283491	UNIFORM SHOPPE INC	R	1/15/2019		20.00CR	087696	
	I-283620	UNIFORM SHOPPE INC	R	1/15/2019		128.90CR	087696	
	I-283650	UNIFORM SHOPPE INC	R	1/15/2019		10.00CR	087696	
	I-283745	UNIFORM SHOPPE INC	R	1/15/2019		74.95CR	087696	
	I-283785	UNIFORM SHOPPE INC	R	1/15/2019		49.45CR	087696	
	I-283851	UNIFORM SHOPPE INC	R	1/15/2019		209.93CR	087696	
	I-283947	UNIFORM SHOPPE INC	R	1/15/2019		100.85CR	087696	
	I-283988	UNIFORM SHOPPE INC	R	1/15/2019		289.90CR	087696	
	I-283989	UNIFORM SHOPPE INC	R	1/15/2019		119.85CR	087696	
	I-284011	UNIFORM SHOPPE INC	R	1/15/2019		62.95CR	087696	
	I-284049	UNIFORM SHOPPE INC	R	1/15/2019		64.95CR	087696	1,339.58
1028	UW GREEN BAY							
	I-201901088974	UW GREEN BAY	R	1/15/2019		25.00CR	087697	25.00
7246	MICHAEL VANDENBUSH							
	I-201901099002	MICHAEL VANDENBUSH	R	1/15/2019		11.49CR	087698	
	I-201901099003	MICHAEL VANDENBUSH	R	1/15/2019		42.56CR	087698	54.05
1355	RONALD J VANPRICE							
	I-201901099004	RONALD J VANPRICE	R	1/15/2019		34.57CR	087699	34.57
4770	VERIZON WIRELESS							
	I-9820118807	VERIZON WIRELESS	R	1/15/2019		168.84CR	087700	168.84
3707	VIKING ELECTRIC SUPPLY							
	I-S002185846.002	VIKING ELECTRIC SUPPLY	R	1/15/2019		277.06CR	087701	277.06
3724	VISU-SEWER CLEAN & SEAL INC							
	I-18-03 (3)	VISU-SEWER CLEAN & SEAL INC	R	1/15/2019		124,805.88CR	087702	124,805.88
5892	VONBRIESEN & ROPER SC							
	I-276435	VONBRIESEN & ROPER SC	R	1/15/2019		1,500.00CR	087703	1,500.00
5570	WALHDAB							
	I-200001008	WALHDAB	R	1/15/2019		100.00CR	087704	100.00
0238	WAUSAU EQUIPMENT CO INC							
	I-6444004	WAUSAU EQUIPMENT CO INC	R	1/15/2019		136.40CR	087705	
	I-6446947	WAUSAU EQUIPMENT CO INC	R	1/15/2019		115.73CR	087705	252.13

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0932	WI CITY/COUNTY MANAGEMENT ASSOC							
	I-201901088975	WI CITY/COUNTY MANAGEMENT ASSO	R	1/15/2019		210.00CR	087706	210.00
5774	WI DEPT OF TRANSPORTATION							
	I-395-0000109830	WI DEPT OF TRANSPORTATION	R	1/15/2019		9,376.16CR	087707	
	I-395-0000110024	WI DEPT OF TRANSPORTATION	R	1/15/2019		78.84CR	087707	
	I-395-0000110090	WI DEPT OF TRANSPORTATION	R	1/15/2019		230.83CR	087707	
	I-395-0000117304	WI DEPT OF TRANSPORTATION	R	1/15/2019		39.26CR	087707	9,725.09
7710	WI HUMANE SOCIETY							
	I-1305	WI HUMANE SOCIETY	R	1/15/2019		708.00CR	087708	708.00
7350	WI MEDIA							
	I-2191290	WI MEDIA	R	1/15/2019		786.74CR	087709	786.74
3876	WI MUNICIPAL COURT CLERKS ASSOC							
	I-201901088976	WI MUNICIPAL COURT CLERKS ASSO	R	1/15/2019		45.00CR	087710	45.00
1547	JADE WITT							
	I-201901099005	JADE WITT	R	1/15/2019		249.98CR	087711	249.98

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	125	0.00	1,768,264.29	1,768,264.29
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:	0	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:	125	0.00	1,768,264.29	1,768,264.29

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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**** CHECK LISTING ****

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	1/2019	115,016.39CR
201	1/2019	552,829.33CR
208	1/2019	69.20CR
209	1/2019	34.12CR
280	1/2019	471.82CR
290	1/2019	5,000.00CR
293	1/2019	6,026.00CR
405	1/2019	381,398.70CR
425	1/2019	24.03CR
601	1/2019	700,840.95CR
650	1/2019	6,553.75CR
=====		
ALL		1,768,264.29CR

Attachment: 1-15-19 VOUCHERS (7798 : Voucher Approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 15, 2019

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Future Agenda Items.
