



Board of Public Works

Regular Meeting

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

Agenda

Monday, January 13, 2020

6:30 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 **Board of Public Works** of the City of De Pere will be held on **January 13, 2020** at **6:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

I. Call to Order

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

II. Public Comment

III. Items

1. Consideration and possible action on Solicitation for Easements for Reid Street Alley Parking*
2. Consideration and possible action on Quote for 2020 Consulting Services*
3. Consideration and possible action on Quote for Environmental Services*

IV. Future Agenda Items

V. Adjournment

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

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

Agenda Sent To:

Mayor
Alderspersons
Department Heads
TV, Newspapers & Radio Stations

Kress Family Library
De Pere Chamber of Commerce
Robert E. Lee & Associates, Inc.
Cedar Corporation

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



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 13, 2020

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Approval of Board of Public Works December 9, 2019 Meeting Minutes

ATTACHMENTS:

- 2019 1209 BOPW Minutes DRAFT (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, December 9, 2019

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh

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

Others present:

Scott Thoresen, Director of Public Works

Eric Rakers, City Engineer

Betty Sellenheim, Administrative Assistant/Recording Secretary

Joe Zegers, Finance Director/Treasurer

Scott Sternhagen, Clifton Larson Allen

2. Approval of Board of Public Works November 11, 2019 Meeting Minutes

Mayor Walsh moved to approve the November 11, 2019 Board of Public Works meeting minutes, seconded by Aldersperson Raasch.

Upon vote, the motion passed unanimously.

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

II. Public Comment

None

III. Items

1. Consideration and possible action on 2019-2020 Sewer Rate Study*

Joe Zegers, Finance Director/Treasurer, outlined the rates over the past few years and deficits dating back to 2013 that have since become cash reserves. The Green Bay Metropolitan Sewerage District (NEW Water) raised rates approximately 5.5% for 2020, which in turn gets passed on to the City of De Pere customers. In addition, there was an increased amount of clear water from city sewers due to the wet year. This clear water is caused by inflow and infiltration into the sewer pipes from things such as leaks, roots, and sump pump and gutter connections. The city is charged for treating clear water. Treatment of clear water is creating a deficit for 2019 and the study by Clifton Larson Allen recommends a rate increase of 9.66% for general customers.

Scott Sternhagen, Clifton Larson Allen, broke down a 9.66% increase by month and quarter for general customers. General Customers will see approximately a \$14 increase quarterly, which equates to approximately \$0.30 per day. Scott outlined the fixed and

variable costs from NEW Water and the rate comparison from 2019 to 2020 for general customers and paper mills.

Alderson Raasch requested an explanation for the 2019 deficit. Mr. Zegers explained a large amount came from the industrial customers (paper mills). Alderson Raasch asked if there was a plan to build up cash reserves. Mr. Zegers explained the option of an additional percentage to create \$50,000 in reserves. Mr. Sternhagen explained that an increase of \$1 per quarter in fixed charges would create approximately \$50,000.

Alderson Carpenter outlined the changes by gallon and in fixed charges to equate the 9.66% and discussed the potential water rate increase for 2020 and the repercussions with the customers. Mr. Zegers explained the water rates are not set by the city and staff has no input on those increases or changes. The Public Service Commission will weigh what is best for the customer and the utility and set the rates. The Public Service Commission does not regulate the sewer rates and this allows the City the flexibility to adjust the rates as seen fit. To increase the cash reserves, each 0.93% increase would create approximately \$50,000 in reserves.

Mayor Walsh moved to accept proposed 9.66% rate increase, seconded by Alderson Carpenter.

Alderson Hansen requested additional information on the Capital Improvement Projects in the NEW Water budget. Mr. Zegers shared their budget but it affects all of the municipalities they service and many listed items will not directly impact De Pere. Eric Rakers, City Engineer, explained that NEW Water has a capital improvement budget similar to the one the City of De Pere has and it provides the maintenance for their interceptors and systems. Alderson Hansen asked if the 9th Street Interceptor listed includes De Pere. Mr. Rakers stated that parts of the 9th Street Interceptor are within De Pere. Alderson Raasch asked how De Pere's rate increase compares to others in the area. Scott Thoresen, Director of Public Works, shared from NEW Water's budget the increases other communities are seeing. Mr. Thoresen was unable to provide exact rates and potential increases of surrounding communities.

Upon vote, the motion passed unanimously.

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

2. Consider Ald. Raasch's Request Utilizing Service Groups for Sidewalk Snow Removal
Alderson Raasch explained his request regarding snow removal services for Nicolet Alley and future similar locations. Alderson Raasch suggested service groups or school clubs to provide this service for free or a nominal fee.
Mayor Walsh asked if Alderson Raasch was approached by a group willing to provide this service. Alderson Raasch stated that he has not been contacted. Mayor Walsh stated his concerns with timeliness of service. Scott Thoresen, Director of Public Works, stated the challenges of potentially paying an organization versus volunteers. Mr. Thoresen stated the potential of additional art throughout the downtown in the future, the expansion of snow removal services provided in the downtown, and the challenges for city staff and equipment. Alderson Carpenter expressed concerns about getting a volunteer/service group for snow removal at the time the city needs them for snow

removal (all hours/ “on demand”). Alderperson Carpenter stated there would be more control working with a company to get services scheduled alongside city staff timing.

No further action taken.

3. Consideration and possible action on award of Contract 19-14 Ashwaubenon Creek Interceptor Abandonment*

Eric Rakers, City Engineer, shared that years ago a new interceptor was installed and the existing pipes were left in place. An agreement with Green Bay Metropolitan Sewerage District outlined the usage and abandonment of the pipes. Staff is requesting approval of the contract to properly fill the pipes and remove manholes. The low responsive bidder was Dorner, Inc. at \$293,785 and \$415,000 was budgeted for this project.

Mayor Walsh moved to approve Contract 19-14 to Dorner, Inc. for \$293,785 for the Ashwaubenon Creek Interceptor Abandonment, seconded by Alderperson Hansen. Upon vote the motion passed unanimously.

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

4. Consideration and possible action on Charles Street Interceptor Upgrade Agreement between the City of De Pere, Town of Ledgeview, Ledgeview Sanitary District No. 2, and the Green Bay Metropolitan Sewerage District*

Eric Rakers, City Engineer, explained the Charles Street Interceptor is a Green Bay Metropolitan Sewerage District Interceptor that runs from Webster to the Fox River Interceptor by the river. In 2018, the section from Michigan to Webster was upgraded/upsized due to increased population growth and inflow and infiltration. GBMSD paid for the pipe replacement but the City of De Pere and Town of Ledgeview are responsible for the upsize/increased capacity. The City of De Pere purchased an additional 1.18 cfs of flow, based on anticipated development and increased inflow. The cost to City of De Pere is \$54,055.87 and staff recommends approval of the agreement and charges.

Mayor Walsh moved to approve the agreement with Green Bay Metropolitan Sewerage District and associated charges, seconded by Alderperson Boyd. Upon vote the motion passed unanimously.

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

5. Consideration and possible action on updates to the 2020 General Conditions and Standard Specifications

Eric Rakers, City Engineer, explained there were minor updates to the Standard Specifications to reflect industry changes.

Alderson Carpenter moved to approve updates to the 2020 General Conditions and Standard Specifications, seconded by Alderson Boyd.

Upon vote the motion passed unanimously.

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

6. Consideration and possible action on City Engineer Parking and Traffic Recommendations*

Eric Rakers, City Engineer, outlined the one item requiring action from the Parking and Traffic Team. The new parking lot at Optimist Park needs two designated handicap stalls for ADA compliance.

Alderson Hansen questioned where the stalls will be located. Mr. Rakers stated they will be on the easterly side by the sidewalk.

Mayor Walsh moved to approve designation of handicap parking stalls at Optimist Park as recommended by the City Engineer, seconded by Alderson Raasch.

Upon vote the motion passed unanimously.

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

7. Discuss City Engineer Recommendations for No-Action Parking and Traffic Discussion Items

Eric Rakers, City Engineer, outlined no-action parking and traffic items including: parking restrictions on 10th Street near Main Avenue, parking restrictions at the carriage walks of 108 S. Michigan Street, parking restrictions along curve of Red Tail Glen, use of “When Children are Present” in signs and ordinances, and amendments to the crosswalk policy.

Alderson Carpenter questioned if the signs stating “When Children are Present” are mostly around schools. Mr. Rakers stated that was the primary locations.

IV. Future Agenda Items

None

V. Adjournment

Mayor Walsh moved to adjourn the meeting at 8:31 PM, seconded by Alderson Hansen. Upon vote, the motion passed unanimously.

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer’s office at 339-4050 by Noon, Monday December 9, 2019 so that arrangements can be made.

Agenda Sent To:

Mayor
Alderspersons
Department Heads
Lisa Sarau, GBMSD
Bill Oldenburg, NEW Water

De Pere Chamber of Commerce
TV, Newspapers & Radio Stations
Kress Family Library
Dorner, Inc.
Brian Vander Loop, NEW Water

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

Respectfully submitted,
Betty Sellenheim



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 13, 2020

DEPARTMENT: Public Works

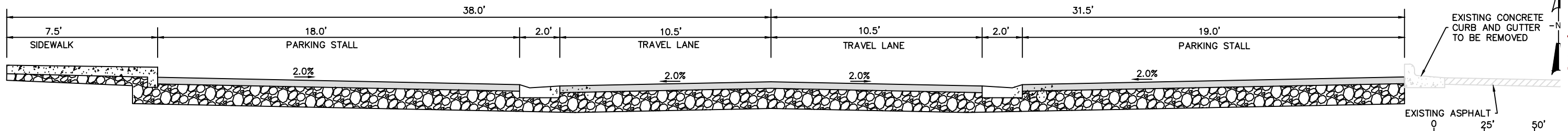
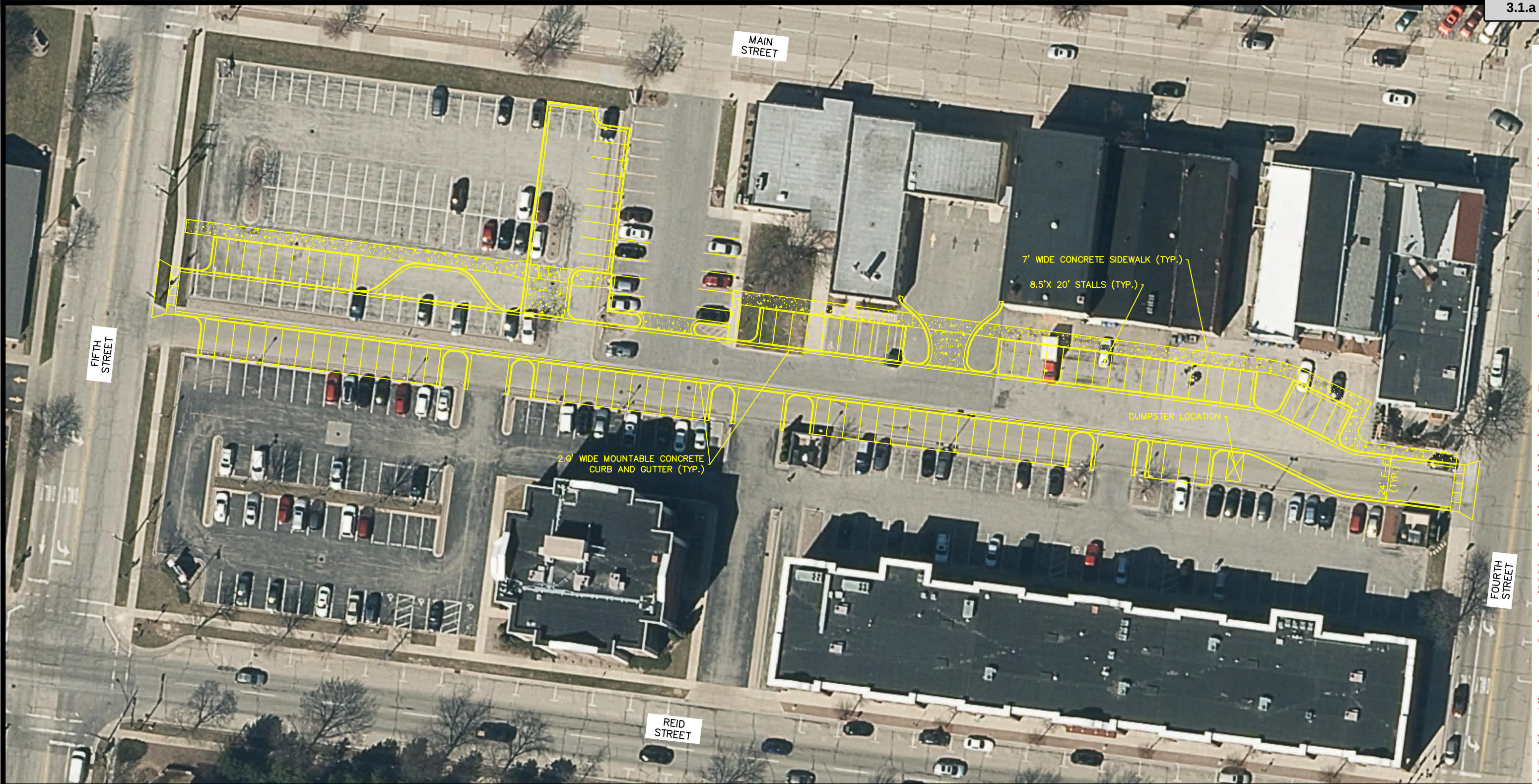
FROM: Scott Thoresen

SUBJECT: Consideration and possible action on Solicitation for Easements for Reid Street Alley Parking*

Staff is requesting approval for solicitations for easements for Reid Street alley parking for a proposed hotel at the corner of 5th Street and Main Avenue. See attached parking lot concept.

ATTACHMENTS:

- Reid Parking Alignment Option (PDF)



CITY OF DE PERE

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

**REID/MAIN AND FIFTH/FOURTH
PARKING OPTION 2**

NAME: PARKING RECONSTRUCTION	BY SRL	DATE 10-2019	REVISIONS / ISSUES				PAC NO.
PROJECT # 21-04	SURVEYED SRL	10-2019	NO.	DATE	BY	REMARKS	
	DRAWN SRL	10-2019					
	DESIGNED EPR	10-2019					
	CHECKED EPR	10-2019					



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 13, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on Quote for 2020 Consulting Services*

ATTACHMENTS:

- 2020 0113 CI_BOPW_Consulting_Services (PDF)
- Robert E. Lee 2020 Consulting Services Proposal (PDF)
- Cedar Corporation 2020 Consulting Services Proposal (PDF)
- Ruekert Mielke 2020 Consulting Services Proposal (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: January 13, 2020

RE: **Consideration and possible action on Quote for 2020 Consulting Services***

The Engineering Department received proposals for consulting services that will be completed in conjunction with the City's 2020 construction projects. Staff anticipates using consulting services to assist with the completion of storm water, wetland, and navigable waterway permits, shop drawing review, design review, wetland reviews and delineations, traffic impact analysis review, street lighting design, legal surveys, legal descriptions, easement preparation, or engineering issues that arise that exceed staff's availability or expertise. The total cost of work was estimated using 2019 final quantities as follows:

Consultant	Estimate
Robert E. Lee & Associates, Inc.	\$17,040.00
Cedar Corporation	\$17,950.75
Ruekert & Mielke, Inc.	\$19,222.50

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

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

The staff recommendation is to accept the quote from Robert E. Lee & Associates, Inc. for Consulting Services to be used during the 2020 year.

Attachments:

Robert E. Lee 2020 Consulting Services Proposal (PDF)
Cedar Corporation 2020 Consulting Services Proposal (PDF)
Ruekert Mielke 2020 Consulting Services Proposal (PDF)



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

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

January 7, 2020

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

RE: Proposal for 2020 Consulting Services

Dear Mr. Rakers:

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

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

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

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

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

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

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

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

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

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

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



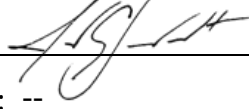
Jared G. Schmidt, P.E., V.P.
 Civil/Municipal Engineering Manager

JGS/NJM

ENC.

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

Attachment: Robert E. Lee 2020 Consulting Services Proposal (9092 : Consideration and possible action on Quote for 2020 Consulting

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

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

Robert E. Lee Associates, Inc.
2020 Labor Rates

3.2.b

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

Attachment: Robert E. Lee 2020 Consulting Services Proposal (9092 : Consideration and possible action on Quote for 2020 Consulting

January 6, 2020

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

c: erakers@mail.de-pere.org

RE: Letter Proposal – 2020 Consulting Services

Dear Eric:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere (City) with 2020 Consulting Services for miscellaneous tasks throughout the 2020 calendar year.

Cedar has been in business since 1975. We have assisted many municipalities with the completion of various engineering tasks for permitting, shop drawing reviews, design, uncommon issues encountered by staff and legal surveys, descriptions and easement preparation. Cedar has the staff and resources to complete the City's projects during 2020.

PROJECT UNDERSTANDING

Based on a review of the Request for Proposal (RFP) issued on December 16, 2019, we have the following project understanding.

The City of De Pere would like assistance in completing various engineering tasks during the 2020 calendar year. These tasks will be requested on an as-needed basis based on the workload levels of your staff.

SCOPE OF SERVICES

Based on our project understanding, as described above, and per the Scope of Services and City's Responsibilities provided in the RFP, we offer the following Scope of Services:

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

Site visits may be needed depending on issues encountered by Engineering Staff. The main method of correspondence and review will be completed via email and by phone with the Project Team.

DELIVERY

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

Our deliverables will be provided in the following formats:

1. Construction plans and details will be in AutoCAD Civil 3D .dwg format.
 Electronic submittals will be in .pdf format.
 (The City will online bid the Project with the 11" x 17" pdf plan set.)
2. Technical specifications for bidding will be in Microsoft Word format.
3. Bid items, quantities, engineer's estimates will be in Microsoft Word and/or Excel format.

INSURANCE

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

FEE

Cedar proposes to complete the work scope as identified on the *Proposal Fee Schedule* in the RFP and attached to this proposal.

ADDITIONAL INFORMATION

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

CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing the agreement utilized on previous Cedar Project for review and execution by Cedar.

In closing, 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 M. Majkowski, P.E.
 Director

TMM/cap

cc: Chase Kuffel, P.E., Assistant City Engineer, City of De Pere (ckuffel@mail.de-pere.org)



Proposed Fee Schedule

Company Name: Cedar Corporation

Company Address: 1695 Bellevue Street

Company Address: Green Bay, WI 54311

Company Representative: Thad Majkowski, P.E.

Signature: *Thad Majkowski*

Fee (Total): Dependent upon project. Proposed Fee Schedule follows.

Item	Fee (\$)	Unit
Senior Engineer	115	Per Hour
Engineer	91	Per Hour
Registered Land Surveyor	98	Per Hour
Senior Technician	88	Per Hour
Technician	75	Per Hour
Clerical	68	Per Hour
Mileage Per IRS guidelines:	0.58	Per Mile
Electrical / Mechanical Review	125	Per Hour

January 7, 2020

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

Re: 2020 Consulting Services Proposal

Dear Mr. Rakers,

Ruekert & Mielke, Inc. (R/M) thanks you for the opportunity to submit this proposal for 2020 Consulting Services. This letter presents our proposed scope of services and hourly fees based on your request for proposal provided on December 16, 2019.

Scope of Services

As the City of De Pere is preparing designs and bidding documents for projects pursuant to the 2020 capital improvement plan, it is requesting hourly rates for services that may include assistance for the design, permitting and/or administration of these projects. The projects include new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, and street), concrete street construction and reconstruction, and new pond construction.

The scope of services listed below is included, but is not limited to:

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



Mr. Eric Rakers, P.E.
Proposal for 2020 Consulting Services
January 7, 2020
Page 2

Fee

The fees for services provided as outlined in the RFP are included in the attached Proposed Fee Schedule.

Respectfully,

RUEKERT & MIELKE, INC.

A handwritten signature in blue ink, appearing to read 'Colin L. Meisel'.

Colin L. Meisel, P.E. (IA, IL, IN, KY, MI, MN, TN, WI)
Team Leader
cmeisel@ruekert-mielke.com

A handwritten signature in blue ink, appearing to read 'Ryan T. Amtmann'.

Ryan T. Amtmann, P.E. (WI, IL)
Vice President
ramtmann@ruekert-mielke.com

CLM:cal
Enclosure
cc: File

Attachment: Ruekert Mielke 2020 Consulting Services Proposal (9092 : Consideration and possible action on Quote for 2020 Consulting

Proposed Fee ScheduleCompany Name: Ruekert & Mielke, Inc.Company Address: 1400 Lombardi Avenue, Suite 101SCompany Address: Green Bay, WI 54304Company Representative: Colin L. Meisel, P.E.Signature: Fee (Total): To Be Determined

Item	Fee	Unit
Senior Engineer	\$128	Per Hour
Engineer	\$106	Per Hour
Registered Land Surveyor	\$100	Per Hour
Senior Technician	\$105	Per Hour
Technician	\$78	Per Hour
Clerical	\$68	Per Hour
Mileage Federal Rate	\$0.58	Per Mile



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 13, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on Quote for Environmental Services*

ATTACHMENTS:

- 2020 0113 CI_BOPW_Environmental_Services (PDF)
- 20191002-CE_WDNR_RP_Ltr (PDF)
- Front St Parking Lot Environmental RFP 12-4-19 (PDF)
- Cedar Corp - De Pere Proposal - Environmental Consulting - Cleanup SI (PDF)
- Foth - PL-De Pere Site Investigation- Rev1 (PDF)
- GEI-Proposal_City of DePere_FINAL_jmp20191227 (PDF)

CITY OF DE PERE MEMO



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

From: Larry Delo and Eric P. Rakers, P.E., City Engineer

Date: January 13, 2020

RE: **Consideration and possible action on Quote for Environmental Services***

The City of De Pere received proposals to provide environmental services for site contamination for the Perrot Square parking lot as required per DNR BRRTS Activity #02-05-584442 (See attached letter).

BACKGROUND

A Phase II Environmental Site Assessment was completed at the Perrot Square Parking Lot in 2019 to evaluate the site for potential development. This work included a historical review of the site, four soil borings and associated analysis of soils and ground water. Based on the report, various types of contamination including VOCs, PAHs, metals, and arsenic were detected on the site. As the City is the property owner, by State Law the City was required to report the results to the Wisconsin Department of Natural Resources (WDNR). The WDNR issued a Responsible Party Letter (DNR BRRTS Activity #02-05-584442) to the City on October 2, 2019. This letter identified the steps the City is required to take for the site including:

1. Scoping and Work Plan Submittal – NR 176.07 and 716.09.
2. Field Investigation – NR 716.11
3. Sample Results Notification Requirement – NR 716.14
4. Site Investigation Report – NR 716.15
5. Remedial Actions Options Report – NR 722
6. Remedial and Internal Action Design, Implementation, Operation, Maintenance and Monitoring Reports – NR 725
7. Notification of Residual Contamination or Continuing Obligations – NR 725
8. Semi-annual Reporting – NR 700.11

Specifics along with time frames for each step are described in the WDNR letter.

The challenge for environmental contamination projects is that there are multiple steps as identified above to obtain final resolution. Each step is dependent on the previous step; what is found during field investigations; and subsequent requirements from the WDNR.

For a site such as this, the final resolution for addressing the contamination is not even known at this point and is dependent on the soil and water testing completed and ultimately the final use of the property.

SUMMARY

Per the attached letter, DNR BRRTS Activity #02-05-584442, the WDNR recommended that the City hire

a qualified environmental consultant. The City obtained proposals from three consultants for the work. A summary of each work plan and associated cost is as follows:

Cedar Corporation – Total Cost \$23,800 (Lump Sum)

Proposal Summary:

- Prepare and submit to WNDR a site investigation work plan;
- Installation of three monitoring wells and five soil borings across the property;
- Collection of 24 soil and 6 groundwater samples for laboratory analysis for PVOC or VOC, PAH, and metals;
- Coordination and proper disposal of investigative wastes;
- Preparation of site investigation report and submittal to CLIENT and WNDR, including recommendations for additional work as needed based on trusts and proposed future development.

Staff Comments:

- Proposed scope addresses through Step 4. Site Investigation Report – NR 716.15 of DNR BRRTS Activity #02-05-584442.
- Proposed cost is \$23,800 for the above defined scope. Variables include WDNR requirements for more monitoring wells and/or soil sample locations and more soil and/or ground water samples.

Foth – Total Cost \$42,400 (Time and Materials)

Proposal Summary:

- Task 1 – Site Investigation Work Plan Development
- Task 2 – Communication with WDNR
- Task 3 – Site Investigation

Staff Comments:

- Based on the cover letter, the proposed scope includes the Site Investigation Work Plan, Site Investigation, and Site Investigation Report which goes to Step 4. Site Investigation Report – NR 716.15 of DNR BRRTS Activity #02-05-584442.
- With a time and materials proposal, there will be variability in the final amount based on the effort to complete the work.

GEI Consultants – Total Cost \$46,860

Proposal Summary:

- Initial Project Tasks - \$17,360 (Estimated Not to Exceed) based on:
 - Task 1: Project Meeting with City of De Pere
 - Task 2: Site Investigation Workplan
 - Task 3: Field Investigation (Includes 3 groundwater monitoring wells)
 - Task 4: Groundwater Sampling (On a weekly basis – total number not defined)
 - Task 5: Data Reduction and Evaluation
 - Task 6: WDNR Meeting/Conference Call
- Subsequent Project Tasks - \$29,500 (Estimated by dependent on the Initial Project Tasks)
 - Exploring extent of direct-contact risk
 - Vapor sampling to evaluate the presence of methane and VOCs
 - Historic Fill Exemption

- Site Investigation Report, Remedial Action Plan and Soil Management Plan
- Closure Submittal

Staff Comments:

- Proposed scope appears to go to Step 6. Remedial and Interim Action Design, Implementation, Operation, Maintenance and Monitoring Reports – NR 724 of DNR BRRTS Activity #02-05-584442.
- The initial cost of \$17,360 appears to be static with the only variable being WDNR requirements for more monitoring wells or ground water samples. It appears this portion goes to Step 3. Sample Notification Results – NR 716.14 of DNR BRRTS Activity #02-05-584442. The plan does not include soil samples.
- The additional cost of \$29,500 is dependent on the results of the initial tasks.

RECOMMENDATION

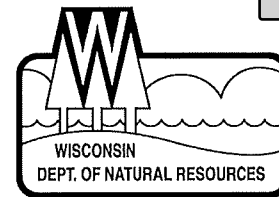
The staff recommendation is to accept the proposal from Cedar Corporation in the amount of \$23,800 to meet the requirements through Step 4. Site Investigation Report – NR 716.15 of DNR BRRTS Activity #02-05-584442.

Additional work will be required by the WDNR based on the Site Investigation Report.

Funding will be from TID 7.

Attachments:

WDNR BRRTS Activity #02-05-584442 Letter	(PDF)	
City Proposal	(WORD)	
Cedar Corporation - Reported Contamination of City of De Pere Parking Lot		(PDF)
Foth - City of De Pere Request for Proposal	(PDF)	
GEI Consultants - Proposal for Environmental Services		(PDF)



October 2, 2019

City of De Pere
Mayor Michael J. Walsh
335 S Broadway Street
De Pere WI 54115

Subject: Reported Contamination at **City of De Pere Parking Lot, S Broadway St, De Pere, WI**
DNR BRRTS Activity # **02-05-584442**

Dear Mayor Walsh:

In September 2019, Judy Schmidt-Lehman, attorney for the city of De Pere, notified the Department of Natural Resources ("department") that a hazardous substance discharge of volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), metals, and arsenic was detected at the site described above.

Information submitted to the department regarding this site indicates you are responsible for the discharge of a hazardous substance or other environmental pollution (hereafter referred to as "contamination") at the above-described site. "Site" refers to the property where the contamination occurred and any other property it has migrated to, as defined in Wisconsin Administrative Code ("Wis. Admin. Code") § NR 700.03(56).

This letter explains how to initiate the investigation and cleanup of contamination of the site, and how to access further information and assistance from the department. The longer contamination is left in the environment, the farther it can spread and the more it may cost to clean up. Quick action may lessen damage to your property and neighboring properties and reduce your costs in investigating and cleaning up the contamination.

Legal Responsibilities:

Persons meeting the definition of "responsible party" under § NR 700.03(51) must follow applicable law to address the discharge of a hazardous substance to the environment or other environmental pollution. Wisconsin Statutes ("Wis. Stats.") ch. 292 and Wis. Admin. Code chs. NR 700 through NR 754 provide specific requirements for undertaking appropriate response actions to address contamination, including requirements for emergency and interim actions, public information, site investigations, remedy selection, design and operation of remedial action systems, and case closure.

General Recommendations for Responsible Parties:

The department recommends that you:

1. *Hire a Qualified Environmental Consultant*

To ensure response actions you plan to undertake comply with Wisconsin law, you should hire an environmental consultant within **30 days**, by November 1, 2019, to meet the regulatory deadlines listed below. A delay in hiring an environmental consultant could result in you missing key submittal deadlines.

Hiring a consulting firm with staff that have the appropriate State of Wisconsin qualifications to supervise and certify the submittals is a critical component and necessary to meet your requirements. Further, an environmental consultant should be knowledgeable of Wisconsin's technical procedures and laws, and be able to answer questions regarding cleanup requirements. Required qualifications for environmental consultants are specified in Wis. Admin. Code ch. NR 712. Program guidance is available, see *Wis. Admin. Code ch. NR 712 Qualifications and Certifications, RR-081*.

2. Properly Submit Reports on Time with Required Information Included

Wisconsin law includes timeframes for submitting technical documents and conducting work, as well as specifications for what should be included in those submittals. This letter provides a general overview of the timeframes and first steps to take for site investigation and cleanup. For an overview of timing requirements, please refer to *NR 700 Process and Timeline Overview, RR-967, enclosed*.

The department developed the publication *Guidance for Electronic Submittals for the Remediation and Redevelopment Program, RR-690*, to assist responsible parties and consultants in properly submitting documents. Wis. Admin. Code § NR 700.11(3g), and other specific provisions within Wis. Admin. Code ch. NR 700, outline the requirements for submittals, including electronic submittals. Consultants and representatives of responsible parties are required to submit one paper copy and one electronic copy of submittals, including case closure documents. The electronic version must be an exact duplicate of the paper version. Failure to submit both a paper copy and electronic copy delays acceptance of your submittals.

3. Consider the Benefits of a Fee-based Technical Review of your Submittals

In-depth department review of technical reports and submittals is available for a fee. The Remediation and Redevelopment (RR) Program project managers are available throughout the process to answer general questions and provide general input as the site moves toward closure. However, if you want a formal written response from the department, a meeting or both on a specific submittal, a review fee will be required in accordance with Wis. Admin. Code ch. NR 749. **Obtaining technical assistance from department project managers throughout the process is an effective way to prevent problems and delays at the end of the process when case closure is requested.** Forms, a fee schedule, and further information on technical assistance is available at dnr.wi.gov and searching "brownfield fees".

Required Steps to Take and Documents to Submit:

The steps listed below serve as a general overview only — all mandatory steps and submittals specified in state law must be met before the department can grant "case closure", which is a determination by the department that no further cleanup is necessary at a site, as defined in Wis. Admin. Code § NR 700.03(3m).

1. **Scoping and Work Plan Submittal – NR 716.07 and 716.09:** The law requires that you appropriately scope out your site investigation and submit a work plan within **60 days of this notification**, by December 1, 2019, for completing a site investigation. The work plan must comply with the requirements in Wis. Admin. Code, chs. NR 700 through NR 754. For additional assistance, the department has extensive guidance on its web page at dnr.wi.gov and search “brownfield publications”.

Prior to and during a site investigation, you must evaluate whether any interim actions are needed to contain or stabilize a hazardous substance discharge or environmental pollution, pursuant to Wis. Admin. Code § NR 708.11. If you undertake an interim action (e.g., free product removal), you must submit documentation of the action per Wis. Admin. Code § NR 708.15.

As you develop the site investigation work plan, you must include an assessment of the vapor intrusion pathway. Wis. Admin. Code § NR 716.11(5) outlines the requirements for when to evaluate for the presence of vapors in the sub-surface and in indoor air. The results and conclusions from the vapor assessment must be included in the Wis. Admin. Code § NR 716.15 site investigation report whether or not you elected to take vapor samples. *Addressing Vapor Intrusion at Remediation & Redevelopment Sites in Wisconsin, RR-800*, is available to help responsible parties and their consultants comply with these requirements.

2. **Field Investigation – NR 716.11:** Following submission of the work plan, the site investigation must be started within the timeframe provided under law. The timeframe varies depending on whether you are requesting the department’s fee-based review of the work plan. If you do not request a fee-based review of the work plan, you must initiate the field investigation within 90 days of submitting the work plan, and you may proceed with the field investigation upon department notification to proceed; however, if the department has not responded within 30 days, from submittal of the work plan, you may then proceed with the field investigation. If a fee and request for department review of the work plan is submitted, the field investigation must begin within 60 days after receiving department approval.
3. **Sample Results Notification Requirements – NR 716.14:** You must report sampling results to the department, owners, occupants, and various other parties within 10 business days after receiving the sampling results, unless a different timeframe is approved by the department, in accordance with Wis. Admin. Code § NR 716.14.
4. **Site Investigation Report – NR 716.15:** Within 60 days after completion of the field investigation and receipt of the laboratory data, the law requires you to submit a Site Investigation Report (SIR) to the department. As part of the SIR or in the Remedial Actions Options Report (RAOR), if there is soil contamination, the responsible party shall identify the current land use (i.e., industrial or non-industrial) and zoning for the site or facility in accordance with Wis. Admin. Code § NR 720.05(5). Also, as part of the SIR or in the RAOR, you must include any interim action report that may be required under Wis. Admin. Code § NR 708.15.
5. **Remedial Actions Options Report – NR 722:** Within 60 days after submitting the SIR, the law requires you to submit a RAOR. The selected remedy in the RAOR should include an evaluation of green and sustainable remediation criteria, as appropriate, as required by Wis. Admin. Code § NR 722.09(2m). This may be submitted as part of a broader SIR.

City of De Pere
 Mayor Michael J. Walsh
 Responsible Party Letter
 BRRTS #02-05-584442
 October 2, 2019

Page 4 of 5

6. **Remedial and Interim Action Design, Implementation, Operation, Maintenance and Monitoring Reports – NR 724:** Unless otherwise directed by the department, the responsible party shall submit all plans and reports required in Wis. Admin. Code ch. NR 724.
7. **Notification of Residual Contamination or Continuing Obligations – NR 725:** In situations where notification is required, the responsible party must provide submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to case closure, as required by Wis. Admin. Code ch. NR 725.
8. **Semi-annual Reporting -- NR 700.11:** Wis. Admin. Code § NR 700.11(1)(a) requires responsible parties to submit semi-annual site progress reports to the department until final case closure is granted. The reports summarize the work completed over six months and additional work planned to adequately complete the response action at the site. Consultants may submit these reports on behalf of responsible parties. These reports are due in January and July of each year. Please refer to department publication *NR 700 Semi-Annual Site Progress Report, RR-082*, for more information.

Submittals required under Wis. Admin. Code chs. NR 700 - 726

These documents, as applicable, must be submitted to the department prior to the responsible party requesting case closure, unless otherwise directed by the department:

- ☐ Ch. NR 708 reports and documentation for any immediate or interim actions.
- ☐ Ch. NR 712 professional certifications and signatures are included with applicable submittals.
- ☐ Ch. NR 716 work plan(s) and site investigation report.
- ☐ Ch. NR 722 remedial action options report (exception is for Dry Cleaners Environmental Response Fund sites), with the selected remedial action identified.
- ☐ Ch. NR 724 design, construction documentation, operation, maintenance and monitoring plans and reports, including vapor mitigation commissioning.
- ☐ Ch. NR 725 submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to case closure.
- ☐ If requesting case closure, the Ch. NR 726 case closure form and documentation substantiating compliance with the NR 700 rule series.
- ☐ Ch. NR 749 fees have been paid, as applicable, including closure and database fees.
- ☐ Ch. NR 700 semi-annual site progress reports starting six months after notification.

Additional Information:

The department tracks information on all cleanup sites in a department database available at dnr.wi.gov and search "BOTW". The Bureau for Remediation and Redevelopment Tracking System (BRRTS) identification number for this site is listed at the top of this letter. You may view information related to your site on this database at any time.

Attachment: 20191002-CE_WDNR_RP_Ltr (9100 : Consideration and possible action on Quote for Environmental Services*)

City of De Pere
Mayor Michael J. Walsh
Responsible Party Letter
BRRTS #02-05-584442
October 2, 2019

Page 5 of 5

All correspondence regarding this site should be directed to:

Josie Schultz
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
2984 Shawano Avenue
Green Bay WI 54313-6727
josie.schultz@wisconsin.gov

As previously noted, you are required to submit one paper copy and one electronic copy of plans and reports. To speed up processing, your correspondence should reference the BRRTS and Facility Identification (FID) numbers (if assigned) listed at the top of this letter.

Please visit the department's Remediation and Redevelopment Program website at dnr.wi.gov and search "Brownfields", for information on selecting a consultant, seeking financial assistance, and understanding the investigation and cleanup process. Information regarding review fees, liability clarification letters, post-cleanup liability and more is also available.

If you have questions, please call Josie Schultz at 920-662-5424 for more information.

Thank you for your cooperation.

Sincerely,



Denise D. Danelski
Environmental Program Associate - Remediation & Redevelopment Program
Northeast Region

Enclosures:

1. NR 700 Process and Timeline Overview, RR-967
2. Environmental Contamination Basics, RR-674
3. Selecting a Consultant, RR-502
4. Environmental Services Contractor List, RR-024

cc: Judy Schmidt-Lehman, City of De Pere, jschmidt-lehman@mail.de-pere.org

Attachment: 20191002-CE_WDNR_RP_Ltr (9100 : Consideration and possible action on Quote for Environmental Services*)

**Request for Proposals
For
DNR BRRTS Activity #02-05-584442**

The City of De Pere would like to invite your firm to submit a proposal to provide consulting services for environmental cleanup site investigation as required per DNR BRRTS Activity #02-05-584442 (Attached).

Your proposal must be submitted to our office by Friday, December 27, 2019 at 4 P.M. Proposals can be submitted via e-mail to Lawrence Delo at ldelo@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere is seeking the services of a qualified environmental consultant to meet the requirements outlined by WI DNR per DNR BRRTS Activity #02-05-584442 (Attached). The purpose for this Request for Proposal (RFP) is to obtain rates for services to ensure response actions taken by the City Of De Pere comply with Wisconsin law.

SCOPE OF SERVICES:

Consulting services shall include, but are not limited to:

1. All actions required per DNR BRRTS Activity #02-05-584442 (Attached).
2. Additional actions as may be required by WI DNR to fulfill the City of De Pere's obligations per DNR BRRTS Activity #02-05-584442 (Attached).

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.

FEE:

Identify fee for services to complete all necessary steps associated with the analysis and reporting required per DNR BRRTS Activity #02-05-584442.

Identify fees/hourly rates to complete additional tasks not specifically identified in the attached DNR report that may be required by the DNR at a later date as a result of the initial analysis and submittal of reports to the DNR.

PAYMENT:

The City's Consultant Agreement provides for compensation under the contract to be made in a lump sum upon completion of the contract. Any proposal that seeks an alternative compensation provision shall be included in a specific description of the preferred compensation method for City consideration.

DELIVERY:

Consulting services may be completed via phone and email with City staff.

ADDITIONAL INFORMATION:

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

A sample Consultant Agreement is attached. Terms and conditions of a proposer's Standard Agreement for Services shall not be incorporated into Consultant Agreement absent specific language thereof in the Consultant Agreement itself.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Hourly Fee for Additional Work Required by the DNR: _____

December 23, 2019

Attention: Lawrence Delo, City Administrator
City of De Pere
335 S Broadway Street
De Pere, WI 54115

**Ref. Project: Reported Contamination of City of De Pere Parking Lot,
S Broadway St, De Pere, WI
DNR BRRS Activity #02-05-58442**

Dear Mr. Delo:

Cedar Corporation (Cedar) appreciates the opportunity to be part of this project and offers our proposal to provide site investigation services for the City of De Pere. Proposal documents are attached.

We understand the project is to include site investigation services for the City of De Pere Parking Lot site (WDNR BRRS#02-05-584442) location specifically identified in the City's December 4, 2019, RFP (Attachment A).

Our Environmental Services Team has successfully completed similar site investigation service projects as documented by our Cedar Corporation Professional Services information. Our project team includes Ken Jaworski, Senior Consultant as the Project Manager; Mitch Evenson, Director of Environmental Services, as the Technical Coordinator; plus a full staff of Environmental Specialists trained and experienced to meet the specific requests of the WDNR.

We look forward to the opportunity to work with you and the City of De Pere on this project. If you have any questions, feel free to contact us at any time at 920-491-9081, or at ken.jaworski@cedarcorp.com, mitch.everson@cedarcorp.com.

Sincerely,

CEDAR CORPORATION



Ken Jaworski
Senior Consultant



Mitch Evenson, C.H.M.M.
Director of Environmental Services



PROFESSIONAL SERVICES

Since 1975
85 Employees
4 Office Locations
Full-Service Design Firm



- CIVIL/MUNICIPAL ENGINEERING
- SURVEYING/GPS/GIS
- ARCHITECTURE
- WASTEWATER SERVICES
- TRANSPORTATION
- STRUCTURAL ENGINEERING
- WATER RESOURCE SERVICES
- ENVIRONMENTAL SERVICES
- LANDSCAPE ARCHITECTURE
- GRANTS/FUNDING ASSISTANCE
- PLANNING/ECONOMIC DEVELOPMENT

Corporate Profile

OVERVIEW

Our mission, as a full service design and engineering firm, is to provide the highest standards of design excellence and service to the Village of Cleveland. Our goal is to develop a team relationship between you and our staff. We possess the technical expertise necessary to meet your demands on a timely basis and within budget guidelines.

Business with public and private clients, especially smaller communities such as yours, attests to our ability to assemble a team concept with our clients working within their guidelines. We understand how important small communities are and we work hard to meet their needs to provide growth to the community.

SERVICES

Cedar Corporation is a professional service firm with disciplines in engineering, architecture, environmental repair, planning, landscape architecture, and land surveying. Founded in 1975, the company has grown in size and stature to its present staff of 85. Our staff is dedicated to the principles on which the firm was developed: professionalism, state-of-the-art technology, and exemplary service to clients. We have continued to grow because of our commitment to comprehensive service and good communication with our clients.

STAFF RESOURCES

Our staff resources include 18 Professional Engineers, 3 Licensed Wastewater Treatment Facility Operators, 2 Licensed Water System Operators, 3 Professional Land Surveyors, 6 Planners, 1 Economic Development Specialist, 2 Registered Architects, 1 Interior Designer, 1 Registered Landscape Architect, 3 Professional Geologists, 4 Environmental Specialists, 1 Hazardous Materials Manager, and a strong support staff of technicians and administrative personnel. All of these individuals take pride in continuing education course work to stay abreast of current developments within their professions. To provide a work setting that meets the challenges of the industry, as well as the skill levels of the employees, the company maintains a state-of-the-art computer network and related technology.

LOCATION

Cedar Corporation's corporate headquarters is located in Menomonie, Wisconsin. To better serve our clients, we have additional offices located in Madison, Green Bay, and Cedarburg, Wisconsin.

PHILOSOPHY

Cedar Corporation undertakes each project with a pledge to you that you will receive the best value-per-dollar spent on your projects. We recognize that you may be concerned with three major issues as you engage the services of consultants – quality, timeliness, cost.

Quality

Cedar Corporation is committed to providing you with the best solutions, satisfying the programmatic parameters. We strive to provide the best service to you by promoting excellence within our own firm.

Timeliness

Equal in importance to quality is timeliness, which is critical to you in making swift and accurate decisions regarding project development. The success or demise of a project is tied directly to the timing of the documents necessary for funding, municipal approvals, and construction. As important as any design issue is scheduling; we have the flexibility to mobilize our resources according to the demands of the project and maintain continuity of its development.

Cost

The project budget is based on the scope of services provided. Cost estimating will verify compliance with the established budgets or, in some cases, point out programmatic or design deficiencies. Through our experience and industry aids, we have an exemplary record of predicting costs of our services and of construction costs—well within industry standards.

The issues of timeliness and cost are interlocked with each one influencing the project as a whole, as well as each other. We recognize this relationship and consider each to be critical to the success of the project, while also being the judge of our performance. It is this attention to our clients' concerns that sets Cedar Corporation apart from our peers—we pledge to you our commitment to excellent service.

Professional Services

CIVIL/MUNICIPAL ENGINEERING

- Streets, Roads, and Highways
- Water Supply, Storage, Distribution
- Municipal Engineering
- Site Selection Studies
- Traffic Studies
- Storm Water Management
- Industrial Park Layout
- Flood Control Analysis
- Solid Waste
- Cost Estimating

STRUCTURAL ENGINEERING

- Bridge Design
- Bridge Inspections
- Construction Inspection
- Dam Design and Analysis
- Building Design and Analysis
- Structural Assessments
- Foundation Design and Analysis

WASTEWATER SERVICES

- Facility Planning
- Wastewater Treatment Facility Design
- Construction Services

PLANNING/ECONOMIC DEVELOPMENT

- Municipal Comprehensive Plans
- Planning and Zoning Administration Services
- Zoning Ordinances Preparation
- Block Grants
- Public Facility Grants
- Feasibility Studies
- Relocation Plans
- Redevelopment Planning
- Economic Development Strategies
- Identification of Project Funding
- Public Information Surveys
- Mapping/GIS
- Funding Assistance/Project Proformas
- Impact Fees
- Tax Incremental Finance Districts

SURVEYING

- Plats and Subdivisions
- Property Surveys
- GPS Surveys
- Topographic and Site Surveys
- Aerial Control Surveys
- Re-Monumentation Surveys
- Right-of-Way Plats
- County and Transportation Project Plats (TPP)

ARCHITECTURE

- Industrial, Commercial, Retail Design
- Municipal Buildings
- Libraries
- Educational
- Religious
- Recreation
- Multi-family Residential
- Nursing Homes and Congregate Care
- EMS and Fire Stations
- Fire Protection Systems
- Fire Alarm Design
- Building Envelope/Energy Retrofit
- Heat Recovery Systems
- Energy Management Studies
- Plumbing and HVAC Design
- Adaptive Re-use
- Retrofit Design

ENVIRONMENTAL SERVICES

- Groundwater Monitoring
- Soil and Groundwater Remediation & Design
- Monitoring – Air, Water, Noise, Particulate
- Phase I and Phase II Site Assessments
- Environmental Investigations
- WDNR Assured Wetland Delineations
- Asbestos and Lead Assessment and Monitoring
- Hazardous Building Materials Assessments and Abatement Oversight
- Building Deconstruction Planning and Oversight
- Spill Prevention Control and Countermeasure Planning

LANDSCAPE ARCHITECTURE

- Site Design
- Park/Recreation Planning and Design
- Urban Streetscapes
- Planting Design
- Hydraulic Analysis
- Erosion Control Design

WATER RESOURCE SERVICES

- Analytical Modeling
- Water Quantity, Quality
- Wetland Delineation, Mitigation and Monitoring
- Storm Water Erosion Control
- Shoreline Restoration
- Storm Water: Best Management Practices
- Storm Water Pollution Prevention Planning

Date: December 23, 2019

**Scope of Services
Between Cedar Corporation (ENGINEER)
and City of De Pere (CLIENT)**

Proposal to Perform Site Investigation Services

ENGINEER is hereby proposing to proceed with the Project listed below, constituting Exhibit B to CLIENT's RFP for DNR BRRTS Activity #02-05-58442. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: Environmental Site Investigation services for City of De Pere Parking Lot,
S Broadway St, De Pere, WI

Project Description: The project involves completing Environmental Site Investigation for property at S. Broadway Street, De Pere, WI (BRRTS # 02-05-584442).

Proposed Scope of Work: ENGINEER is proposing to provide Environmental Site Investigation services and related activities to address site conditions based on current development and results of previous Phase II Environmental Site Assessment completed by Sigma Group on Lots 1, 4/5, and 7, S. Broadway Street.

Environmental Site Investigation (Investigation) in accordance with NR 716 as outlined the WDNR's October 2, 2019, letter to the CLIENT (Attachment A). The Investigation will evaluate the property for impacts to soil and groundwater from historic uses (including a gas station).

Based on the Phase II results and WDNR's requirements in NR 716, ENGINEER proposes the following is the proposed scope of work:

- Prepare and submit to WDNR a site investigation work plan;
- Installation of three monitoring wells and five soil borings across the property;
- Collection of 24 soil and 6 groundwater samples for laboratory analysis for PVOC or VOC, PAH, and metals;
- Coordination and proper disposal of investigative wastes;
- Preparation of a site investigation report and submittal to CLIENT and WDNR, including recommendations for additional work as needed based on results and proposed future development.

Electronic (.pdf) report(s) will be delivered to CLIENT and WDNR. Recommendations for any work beyond the scope of work shown herein or attached will be made by ENGINEER and cost estimates to perform such work will be presented for CLIENT's consideration prior to additional work being completed.

The proposed scope is based on Investigation services on the property(s) described above. Note that a change in the scope of the Project may increase costs for the Project, CLIENT will be notified of any increase in cost prior to cost being incurred.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **3.3.d**
3/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cobb Strecker Dunphy & Zimmermann 225 South Sixth Street Suite 1900 Minneapolis MN 55402	CONTACT NAME: Marilyn Olson	
	PHONE (A/C, No, Ext): 612-349-2434	FAX (A/C, No):
INSURED CEDACORI Cedar Corporation 604 Wilson Ave Menomonie, WI 54751	E-MAIL ADDRESS: molson@csdz.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: RLI Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 350403187

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Architects & Engineers Professional Liability Claims Made			RDP0035463	3/4/2019	3/4/2020	Each Claim Annual Aggregate Including Pollution \$3,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For bid purposes.

CERTIFICATE HOLDER

CANCELLATION

Sample/Company
Sample Address
Sample City/State/Zip

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Will Zeeb

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2019

3.3.d

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Indianhead Insurance Agency, Inc. 3101 Schneider Ave. Ste 2 P.O. Box 99 Menomonie WI 54751		CONTACT NAME: Linda Puig PHONE (A/C, No, Ext): (715)235-6131 FAX (A/C, No): (715)235-4208 E-MAIL ADDRESS: lpuig@indianhead-insurance.com	
INSURED Cedar Corporation 604 Wilson Ave. Menomonie WI 54751		INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1932919144

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ZB1D869254 00	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			AW1D870006 00	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ @DI01 \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UH1D869255 00	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WB1D828037 00	4/1/2019	4/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

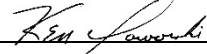
CERTIFICATE HOLDER

CANCELLATION

Example Cert	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Linda Puig/LINDA

© 1988-2014 ACORD CORPORATION. All rights reserved.

Date: December 23, 2019**Proposed Fee Schedule:**

Company Name: Cedar Corporation
Company Address: 1695 Bellevue Street
Company Address: _____
Company Representative: Ken Jaworski, Project Manager
Signature: 
Fee (Total): \$23,850
Hourly Fee for Additional Work Required by the DNR: Environmental Specialist: \$91.00/hr.

Method of Compensation: Work will be completed on a lump sum basis to provide the proposed scope of services, as described above. The following is the engineering cost(s).

<u>Service:</u>	<u>Cost:</u>
Environmental Consulting/sampling/reporting	\$ 10,400.00
Soil boring (8)/monitoring well (3) construction	\$ 7,900.00
Laboratory analysis (soil and groundwater)	\$ 4,030.00
Waste disposal (12 drums cuttings, purge water)	\$ <u>1,520.00</u>
Total:	\$ 23,850.00

Timetable: Proposed Work can begin immediately following selection.

CEDAR CORPORATION
1695 Bellevue Street
Green Bay, WI 54311

By: 

Name: Mitch Evenson, C.H.M.M.

Title: Director of Environmental Services



1695 Bellevue Street
Green Bay, WI 54311

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

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

Attachment A

Attachment: Cedar Corp - De Pere Proposal - Environmental Consulting - Cleanup SI (9100 : Consideration and possible action on Quote for

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2984 Shawano Avenue
Green Bay WI 54313-6727

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 2, 2019

City of De Pere
Mayor Michael J. Walsh
335 S Broadway Street
De Pere WI 54115

Subject: Reported Contamination at City of De Pere Parking Lot, S Broadway St,
De Pere, WI
DNR BRRTS Activity # 02-05-584442

Dear Mayor Walsh:

In September 2019, Judy Schmidt-Lehman, attorney for the city of De Pere, notified the Department of Natural Resources ("department") that a hazardous substance discharge of volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), metals, and arsenic was detected at the site described above.

Information submitted to the department regarding this site indicates you are responsible for the discharge of a hazardous substance or other environmental pollution (hereafter referred to as "contamination") at the above-described site. "Site" refers to the property where the contamination occurred and any other property it has migrated to, as defined in Wisconsin Administrative Code ("Wis. Admin. Code") § NR 700.03(56).

This letter explains how to initiate the investigation and cleanup of contamination of the site, and how to access further information and assistance from the department. The longer contamination is left in the environment, the farther it can spread and the more it may cost to clean up. Quick action may lessen damage to your property and neighboring properties and reduce your costs in investigating and cleaning up the contamination.

Legal Responsibilities:

Persons meeting the definition of "responsible party" under § NR 700.03(51) must follow applicable law to address the discharge of a hazardous substance to the environment or other environmental pollution. Wisconsin Statutes ("Wis. Stats.") ch. 292 and Wis. Admin. Code chs. NR 700 through NR 754 provide specific requirements for undertaking appropriate response actions to address contamination, including requirements for emergency and interim actions, public information, site investigations, remedy selection, design and operation of remedial action systems, and case closure.

General Recommendations for Responsible Parties:

The department recommends that you:

1. Hire a Qualified Environmental Consultant

To ensure response actions you plan to undertake comply with Wisconsin law, you should hire an environmental consultant within **30 days**, by November 1, 2019, to meet the regulatory deadlines listed below. A delay in hiring an environmental consultant could result in you missing key submittal deadlines.

Hiring a consulting firm with staff that have the appropriate State of Wisconsin qualifications to supervise and certify the submittals is a critical component and necessary to meet your requirements. Further, an environmental consultant should be knowledgeable of Wisconsin's technical procedures and laws, and be able to answer questions regarding cleanup requirements. Required qualifications for environmental consultants are specified in Wis. Admin. Code ch. NR 712. Program guidance is available, see *Wis. Admin. Code ch. NR 712 Qualifications and Certifications, RR-081*.

2. Properly Submit Reports on Time with Required Information Included

Wisconsin law includes timeframes for submitting technical documents and conducting work, as well as specifications for what should be included in those submittals. This letter provides a general overview of the timeframes and first steps to take for site investigation and cleanup. For an overview of timing requirements, please refer to *NR 700 Process and Timeline Overview, RR-967, enclosed*.

The department developed the publication *Guidance for Electronic Submittals for the Remediation and Redevelopment Program, RR-690*, to assist responsible parties and consultants in properly submitting documents. Wis. Admin. Code § NR 700.11(3g), and other specific provisions within Wis. Admin. Code ch. NR 700, outline the requirements for submittals, including electronic submittals. Consultants and representatives of responsible parties are required to submit one paper copy and one electronic copy of submittals, including case closure documents. The electronic version must be an exact duplicate of the paper version. Failure to submit both a paper copy and electronic copy delays acceptance of your submittals.

3. Consider the Benefits of a Fee-based Technical Review of your Submittals

In-depth department review of technical reports and submittals is available for a fee. The Remediation and Redevelopment (RR) Program project managers are available throughout the process to answer general questions and provide general input as the site moves toward closure. However, if you want a formal written response from the department, a meeting or both on a specific submittal, a review fee will be required in accordance with Wis. Admin. Code ch. NR 749. **Obtaining technical assistance from department project managers throughout the process is an effective way to prevent problems and delays at the end of the process when case closure is requested.** Forms, a fee schedule, and further information on technical assistance is available at dnr.wi.gov and searching "brownfield fees".

Required Steps to Take and Documents to Submit:

The steps listed below serve as a general overview only — all mandatory steps and submittals specified in state law must be met before the department can grant "case closure", which is a determination by the department that no further cleanup is necessary at a site, as defined in Wis. Admin. Code § NR 700.03(3m).

1. **Scoping and Work Plan Submittal – NR 716.07 and 716.09:** The law requires that you appropriately scope out your site investigation and submit a work plan within **60 days of this notification**, by December 1, 2019, for completing a site investigation. The work plan must comply with the requirements in Wis. Admin. Code, chs. NR 700 through NR 754. For additional assistance, the department has extensive guidance on its web page at dnr.wi.gov and search "brownfield publications".

Prior to and during a site investigation, you must evaluate whether any interim actions are needed to contain or stabilize a hazardous substance discharge or environmental pollution, pursuant to Wis. Admin. Code § NR 708.11. If you undertake an interim action (e.g., free product removal), you must submit documentation of the action per Wis. Admin. Code § NR 708.15.

As you develop the site investigation work plan, you must include an assessment of the vapor intrusion pathway. Wis. Admin. Code § NR 716.11(5) outlines the requirements for when to evaluate for the presence of vapors in the sub-surface and in indoor air. The results and conclusions from the vapor assessment must be included in the Wis. Admin. Code § NR 716.15 site investigation report whether or not you elected to take vapor samples. *Addressing Vapor Intrusion at Remediation & Redevelopment Sites in Wisconsin, RR-800*, is available to help responsible parties and their consultants comply with these requirements.

2. **Field Investigation – NR 716.11:** Following submission of the work plan, the site investigation must be started within the timeframe provided under law. The timeframe varies depending on whether you are requesting the department's fee-based review of the work plan. If you do not request a fee-based review of the work plan, you must initiate the field investigation within 90 days of submitting the work plan, and you may proceed with the field investigation upon department notification to proceed; however, if the department has not responded within 30 days, from submittal of the work plan, you may then proceed with the field investigation. If a fee and request for department review of the work plan is submitted, the field investigation must begin within 60 days after receiving department approval.
3. **Sample Results Notification Requirements – NR 716.14:** You must report sampling results to the department, owners, occupants, and various other parties within 10 business days after receiving the sampling results, unless a different timeframe is approved by the department, in accordance with Wis. Admin. Code § NR 716.14.
4. **Site Investigation Report – NR 716.15:** Within 60 days after completion of the field investigation and receipt of the laboratory data, the law requires you to submit a Site Investigation Report (SIR) to the department. As part of the SIR or in the Remedial Actions Options Report (RAOR), if there is soil contamination, the responsible party shall identify the current land use (i.e., industrial or non-industrial) and zoning for the site or facility in accordance with Wis. Admin. Code § NR 720.05(5). Also, as part of the SIR or in the RAOR, you must include any interim action report that may be required under Wis. Admin. Code § NR 708.15.
5. **Remedial Actions Options Report – NR 722:** Within 60 days after submitting the SIR, the law requires you to submit a RAOR. The selected remedy in the RAOR should include an evaluation of green and sustainable remediation criteria, as appropriate, as required by Wis. Admin. Code § NR 722.09(2m). This may be submitted as part of a broader SIR.

6. **Remedial and Interim Action Design, Implementation, Operation, Maintenance and Monitoring Reports – NR 724:** Unless otherwise directed by the department, the responsible party shall submit all plans and reports required in Wis. Admin. Code ch. NR 724.
7. **Notification of Residual Contamination or Continuing Obligations – NR 725:** In situations where notification is required, the responsible party must provide submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to case closure, as required by Wis. Admin. Code ch. NR 725.
8. **Semi-annual Reporting -- NR 700.11:** Wis. Admin. Code § NR 700.11(1)(a) requires responsible parties to submit semi-annual site progress reports to the department until final case closure is granted. The reports summarize the work completed over six months and additional work planned to adequately complete the response action at the site. Consultants may submit these reports on behalf of responsible parties. These reports are due in January and July of each year. Please refer to department publication *NR 700 Semi-Annual Site Progress Report, RR-082*, for more information.

Submittals required under Wis. Admin. Code chs. NR 700 - 726

These documents, as applicable, must be submitted to the department prior to the responsible party requesting case closure, unless otherwise directed by the department:

- ☐ Ch. NR 708 reports and documentation for any immediate or interim actions.
- ☐ Ch. NR 712 professional certifications and signatures are included with applicable submittals.
- ☐ Ch. NR 716 work plan(s) and site investigation report.
- ☐ Ch. NR 722 remedial action options report (exception is for Dry Cleaners Environmental Response Fund sites), with the selected remedial action identified.
- ☐ Ch. NR 724 design, construction, documentation, operation, maintenance and monitoring plans and reports, including vapor mitigation commissioning.
- ☐ Ch. NR 725 submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to case closure.
- ☐ If requesting case closure, the Ch. NR 726 case closure form and documentation substantiating compliance with the NR 700 rule series.
- ☐ Ch. NR 749 fees have been paid, as applicable, including closure and database fees.
- ☐ Ch. NR 700 semi-annual site progress reports starting six months after notification.

Additional Information:

The department tracks information on all cleanup sites in a department database available at dnr.wi.gov and search "BOTW". The Bureau for Remediation and Redevelopment Tracking System (BRRTS) identification number for this site is listed at the top of this letter. You may view information related to your site on this database at any time.

City of De Pere
Mayor Michael J. Walsh
Responsible Party Letter
BRRTS #02-05-584442
October 2, 2019

Page 5 of 5

All correspondence regarding this site should be directed to:

Josie Schultz
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
2984 Shawano Avenue
Green Bay WI 54313-6727
josie.schultz@wisconsin.gov

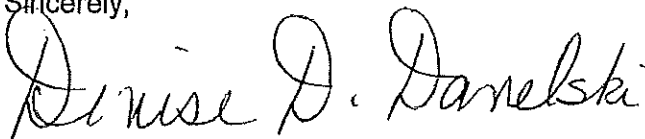
As previously noted, you are required to submit one paper copy and one electronic copy of plans and reports. To speed up processing, your correspondence should reference the BRRTS and Facility Identification (FID) numbers (if assigned) listed at the top of this letter.

Please visit the department's Remediation and Redevelopment Program website at dnr.wi.gov and search "Brownfields", for information on selecting a consultant, seeking financial assistance, and understanding the investigation and cleanup process. Information regarding review fees, liability clarification letters, post-cleanup liability and more is also available.

If you have questions, please call Josie Schultz at 920-662-5424 for more information.

Thank you for your cooperation.

Sincerely,



Denise D. Danelski
Environmental Program Associate - Remediation & Redevelopment Program
Northeast Region

Enclosures:

1. NR 700 Process and Timeline Overview, RR-967
2. Environmental Contamination Basics, RR-674
3. Selecting a Consultant, RR-502
4. Environmental Services Contractor List, RR-024

cc: Judy Schmidt-Lehman, City of De Pere, jschmidt-lehman@mail.de-pere.org

Attachment: Cedar Corp - De Pere Proposal - Environmental Consulting - Cleanup SI (9100 : Consideration and possible action on Quote for



Green Bay Location

2121 Innovation Court, Suite 300
 P.O. Box 5126
 De Pere, WI 54115-5126
 (920) 497-2500 • Fax: (920) 497-8516
www.foth.com

January 7, 2020

Mr. Larry Delo
 City Administrator
 City of De Pere
 335 S. Broadway
 De Pere, WI 54115

Dear Mr. Delo:

RE: City of De Pere Request for Proposal (WDNR BRRTS Activity #02-05-584442)

Foth Infrastructure & Environment, LLC (Foth) is pleased to provide you with this revised proposal offering support to the city of De Pere's project located in the parking lot on S. Broadway Street, De Pere, Wisconsin. The project is currently being administered under the Wisconsin Department of Natural Resources (WDNR) Bureau for Remediation and Redevelopment (BRR) and tracked under BRR tracking system (BRRTS) number 02-05-584442. Per your request, we have prepared this proposal to prepare a work plan for a site investigation according to Wisconsin Administrative Code Chapter NR 716 to delineate the extent of soil and groundwater impacts detected at the site. This revision includes the original tasks to prepare a Site Investigation Work Plan and also includes tasks to implement the Site Investigation and prepare a Site Investigation Report for submittal to the WDNR. Foth is well positioned to support this effort given our experience with the BRR and our relationships with the WDNR.

We have assembled an exceptional Foth project team with extensive experience in addressing environmental issues in the Wisconsin BRR, as well as numerous other state and federal programs. Our team has worked on a number of highly successful remediation projects throughout the United States.

If you have questions regarding our submittal, please call Nick Atanasoff at (920) 496-6914 or e-mail at Nick.Atanasoff@Foth.com.

Sincerely,
 Foth Infrastructure & Environment, LLC

Heather L. Hallett, PG, CPG
 Project Hydrogeologist

Nick Atanasoff, CHMM
 Lead Environmental Scientist

Enclosures

**City of De Pere, Wisconsin
Facility Remediation Redevelopment Project
WDNR BRRTS Activity #02-05-584442**

January 7, 2020

I. Our Understanding of Your Project

The Properties located at 302 George Street, 114-116 S. Broadway Street, 118 S. Broadway Street, and 132 S. Broadway Street in De Pere, Wisconsin became registered in Wisconsin Department of Natural Resources (WDNR) Bureau for Remediation and Redevelopment Tracking System (BRRTS) after a Phase II Environmental Site Assessment (ESA) identified volatile organic compounds (VOC), polynuclear aromatic hydrocarbons (PAH), and metals contamination in soils and groundwater at the property. The WDNR has requested, in a letter dated October 2, 2019, that the property owner hire an environmental consultant to initiate the investigation and cleanup of contamination of the site by developing a Site Investigation Work Plan.

The long-term goal of the project is to achieve BRRTS case closure under Wisconsin Administrative Code (WAC) Chapter NR 726 by the WDNR Bureau of Remediation and Redevelopment (BRR). This goal will be achieved by completing the following steps:

1. Prepare a work plan for a Site Investigation according to WAC Chapter NR 716 to delineate the extent of soil and groundwater impacts detected at the site. The work plan will be submitted for review and approval by the WDNR.
2. Implement an Environmental Site Investigation, including groundwater and soil sampling.
3. Prepare a Site Investigation Report and submit to WDNR for review and approval.
4. Work towards case closure under WAC Chapter NR 726 by complying with other WDNR requests for investigation, remediation, and reporting (under separate proposal upon completion of steps #1-3).

This proposal covers the three steps above in this incremental process, including developing a work plan for a Site Investigation to delineate soil and groundwater impacts, performing a field investigation as identified in the work plan, preparation of submitting the work plan to the WDNR for approval, and making any necessary edits to the work plan as requested by the WDNR.

II. Scope of Services

In order to develop the Site Investigation Work Plan and get it approved by WDNR, the scope of work will include the following components:

Task 1 – Site Investigation Work Plan Development

Foth Infrastructure & Environment, LLC (Foth) will review available water quality and soil sample data collected by Sigma Group during the Phase II ESA Evaluation. The data will be analyzed for spatial trends and validated to ensure data quality. A data gap analysis will be performed to determine where additional data is needed to fully define the extent of the groundwater and soil impacts.

Concluding our review, Foth will schedule a site meeting with a representative from the city of De Pere to summarize what we learned from our data review and to discuss the Site Investigation approach.

A Site Investigation Work Plan will be developed to fill gaps in the Phase II ESA data to fully define the extent of the VOCs, PAHs, metals, and arsenic contamination in groundwater on the property and potentially off-site. The Site Investigation will also be designed to focus on determining what contamination is entering the site from other source properties by developing a site conceptual model that incorporates local hydrogeology, geology, and site history. The work plan will describe this approach and sample locations, methods, and analysis will be detailed and figures will be provided. As part of the work plan development, subcontractors will be procured, as necessary, to perform the Site Investigation work.

Task 2 – Communication with WDNR

Foth will communicate with the WDNR project manager to determine their primary concerns at the site before developing the Site Investigation Work Plan to ensure the Site Investigation will satisfy the requirements of WAC Chapter NR 716 as they interpret them. The Site Investigation Work Plan will be submitted to WDNR for review and approval. Foth will work with WDNR and the city of De Pere to resolve any potential differences in opinion about how the Site Investigation will proceed and respond to one set of WDNR comments, as necessary. During subsequent steps in the remediation process, Foth will negotiate on behalf of the city of De Pere to determine if a streamlined approach can be taken to achieve a faster BRRTS case closure.

Task 3 – Site Investigation

Foth has reviewed the data and investigation methods provided in the Phase I and Phase II investigation reports for the Site as well as the Walgreens De Pere Former Royal Cleaners Site located upgradient from the Site. Foth also discussed the Site Investigation approach with the WDNR project manager, Josie Schultz. Based on this review and discussion, Foth is proposing a Site Investigation designed to delineate the extent of and determine the source of PAH, metals, and VOC impacts in soil and groundwater at the

Site. Data will also be collected to establish if conditions are favorable for the natural breakdown of contaminants. The investigation will include advancement of eight soil borings, installation of three permanent monitoring wells, and collection of grab groundwater samples from three locations. Eleven soil samples will be submitted for laboratory analysis along with six groundwater samples. Soil borings will be advanced near areas where contaminants were previously detected, at the direction of WDNR, to delineate impacts and determine source areas of contaminants. The permanent monitoring wells will be installed, as directed by WDNR, to confirm previous detections of contamination in groundwater with one additional well installed upgradient to establish background conditions and any contamination that may be migrating onto the Site from other source areas.

Foth will perform field oversight and sampling with a Geoprobe® provided by a subcontractor. Investigation derived waste will be containerized in drums and disposed of off-site. Disposal and transport costs are included in this proposal.

Once laboratory results from the Site Investigation are received, a Site Investigation Report (SIR) will be developed to summarize and interpret the results of the Site Investigation. The SIR will include, as required in WAC 716.15, figures, tables, geologic cross-sections, a water table map, and a site conceptual model. The SIR will also include a discussion of groundwater, geology, degree and extent of hazardous material in soil and groundwater and any impacts on potential receptors.

III. Owner Responsibilities

The city of De Pere is responsible for the following information and activities:

- ♦ Provide a single contact source for review, comment, and decision making on all issues related to the project.
- ♦ Provide site access.
- ♦ Provide all necessary site data.

IV. Project Team

The Foth project team shall be led by Nick Atanasoff, CHMM. Heather Hallett, P.G., C.P.G. will be the lead technical contact for this project. Ms. Hallett is a certified professional geologist licensed in Wisconsin. She specializes in groundwater hydrology and has extensive experience in hydrogeologic site characterization, groundwater contaminant flow and transport, environmental permitting, and remediation. She has managed environmental investigations and remediation projects and provides a range of technical and analytical support to environmental remediation, permitting, and subsurface investigation projects. In this role, Ms. Hallett will provide data analysis, reporting, regulatory guidance, project management and coordination including project setup, client and subcontractor communications, budgetary and scope tracking, and project status

updates (internal and BRR quarterly reporting). Ms. Hallett will be supported by qualified Foth personnel on an as needed basis.

V. Schedule for Success

Foth is prepared to commence the activities outlined in this scope of work upon authorization to proceed by the city of De Pere. All reports and deliverables will be completed as mutually agreed upon by the client and Foth. Upon authorization, Foth will commence with the following activities according to this approximate timeline:

- ♦ January 31: Submit Site Investigation Work Plan to WDNR for approval. Foth will submit the Site Investigation Work Plan to WDNR by the January 31st deadline imposed by the WDNR, unless modifications to the schedule are agreed upon between the city of De Pere and Foth.
- ♦ March 31: Receive comments or approval from WDNR.
- ♦ April 17: Respond to WDNR comments on Site Investigation Work Plan, as necessary. May include a meeting with WDNR to discuss the approach to the Site Investigation.
- ♦ April 17 – May 1: Start Site Investigation field work.
- ♦ June 26: Submit Site Investigation Report to WDNR. This submission could be sooner, depending on when the field work is completed and when the laboratory results are received.

This timeline is approximate and could change based on award of the contract and WDNR turn-around time on deliverables, contractor scheduling, and weather delay. Foth will provide budgetary estimates for subsequent phases of work, as directed by the city of De Pere.

VI. Assumptions

In preparing the costs for this proposal, Foth has made certain assumptions. If, in the course of the project, these assumptions change, Foth will submit a proposal for a change order to cover the additional scope of work. Foth has made the following assumptions:

- ♦ Vapor intrusion sampling will not be necessary.
- ♦ Off-site investigation will not be necessary beyond the parking lot, with the exception of the downgradient river bank/bike path area.
- ♦ Private utility location in the parking lot area will not be necessary.
- ♦ Interim remedial measures will not be required before submitting the SIR.
- ♦ Underground fuel storage tanks no longer remain on site.

- ♦ WDNR accepts the Site Investigation Work Plan as described in this proposal with minimal revision and without adding additional sampling and investigation requirements.

VII. Reimbursement

Foth is requesting alternative compensation to complete the work described in our scope of services in this proposal on a Time and Materials basis to be invoiced monthly. A breakdown of the cost and fees are provided below:

Foth Labor and Expenses	\$25,800
Drilling Subcontractor	\$8,650
Investigation Derived Waste Disposal	\$1,850
Laboratory Costs	\$4,350
WDNR Review Fee (Work Plan and SIR)	\$1,750
Total Cost	\$42,400

VIII. Agreement to Proceed

Foth proposes to provide our scope of services subject to the terms and conditions of the agreement for services between the city of De Pere and Foth.

Appendix A

2020 Rate Schedule and Resource Charges

Attachment: Foth - PL-De Pere Site Investigation- Rev1 (9100 : Consideration and possible action on Quote for Environmental Services*)



**Foth Environment Division
Manufacturing
2020 Labor Rate Schedule ***

Classification	Hourly Rate (USD)
Client Director/Project Director	\$260
Program Director	\$240
Client Manager/Consultant	\$200
Project Manager II	\$190
Project Manager I	\$160
Engineer/Scientist VI	\$195
Engineer/Scientist V	\$180
Engineer/Scientist IV	\$160
Engineer/Scientist III	\$140
Engineer/Scientist II	\$125
Engineer/Scientist I	\$110
Construction Representative/Crew Chief	\$102
Lead GIS/CADD Designer	\$135
GIS/CADD Designer	\$125
CADD Drafter	\$100
Technician IV	\$95
Technician III	\$85
Technician II	\$80
Technician I	\$75
Project Coordinator	\$115
Administrative Assistant II/Project Administrative Specialist	\$90
Administrative Assistant I	\$85

INVOICING PROCEDURES

- ◆ All personnel are billed portal-to-portal for required travel.
- ◆ All testimony or direct mediation work including the following: depositions; trial testimony; mediation meetings or presentations; public meetings; public hearings; standby time; pre-trial preparation; and other litigation/mediation services will be billed with a separate Litigation/Mediation Rate Schedule.
- ◆ Expedited deliverables requested by the client that require overtime work will be billed at one and one-half times the hourly billing rate for the overtime hours worked. Prior notice of this surcharge will be given.
- ◆ Foth Infrastructure & Environment, LLC reserves the right to periodically modify this schedule, as appropriate.

* Do not provide this rate schedule or copies of this rate schedule to other parties without prior approval of Foth Infrastructure & Environment, LLC.



**Foth Environment Division
Manufacturing
2020 Resource Charges ***

Item	Cost Basis	Standard Charge (USD)
Standard Office/Communication/Software⁽¹⁾		3% of labor
Travel		
Automobile Travel	Mileage	\$0.65/mi ⁽²⁾
Public Transportation		Cost + 15%
Subsistence and Lodging		Cost + 15%
Field Vehicles	Mileage	Based on market rates ⁽³⁾
Equipment		Based on market rates ⁽³⁾
Subconsultants (drilling, laboratory, etc.)		Cost + 15%
Outside Printing Costs		Cost + 15%
Specialty Mailing Services		Cost + 15%
Miscellaneous		Cost + 15%

Notes: The cost of specific technical equipment and employee travel expenses needed on projects is in addition to the above hourly rates. This list is not all inclusive but represents the most common resource charges applied to Foth projects.

- ⁽¹⁾ Standard Office/Communication/Software charges are designed to cover Foth's costs for the following: 1) telephone and long distance charges; 2) charges associated with facsimile sending and receiving; 3) standard postal and shipping charges, except express mail; 4) normal copying and other reproduction costs, except for major or outside reproduction costs; and 5) usage of software.
- ⁽²⁾ Mileage rates are subject to change based on Federal Government Standards.
- ⁽³⁾ Field Vehicles and Equipment charges are subject to change based on availability and economic conditions. Special equipment rates quoted on an individual basis, if requested.

* Do not provide this rate schedule or copies of this rate schedule to other parties without prior approval of Foth Infrastructure & Environment, LLC.

Appendix B

Certificates of Insurance

Attachment: Foth - PL-De Pere Site Investigation- Rev1 (9100 : Consideration and possible action on Quote for Environmental Services*)



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
12/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1520 514">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 514 1388 546">INSURER A: The Charter Oak Fire Insurance Company</td> <td data-bbox="1388 514 1520 546">25615</td> </tr> <tr> <td data-bbox="803 546 1388 577">INSURER B: The Travelers Indemnity Co of CT</td> <td data-bbox="1388 546 1520 577">25682</td> </tr> <tr> <td data-bbox="803 577 1388 609">INSURER C:</td> <td data-bbox="1388 577 1520 609"></td> </tr> <tr> <td data-bbox="803 609 1388 640">INSURER D:</td> <td data-bbox="1388 609 1520 640"></td> </tr> <tr> <td data-bbox="803 640 1388 672">INSURER E:</td> <td data-bbox="1388 640 1520 672"></td> </tr> <tr> <td data-bbox="803 672 1388 686">INSURER F:</td> <td data-bbox="1388 672 1520 686"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Charter Oak Fire Insurance Company	25615	INSURER B: The Travelers Indemnity Co of CT	25682	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Charter Oak Fire Insurance Company	25615														
INSURER B: The Travelers Indemnity Co of CT	25682														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Foth Infrastructure & Environment, LLC P.O. BOX 5095 DE PERE WI 54115-5095 USA															

COVERAGES
CERTIFICATE NUMBER: 570079483655

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			810-2L49594A-20 BUSINESS AUTO	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB-9H926140-20 WORKERS COMPENSATION	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

FOR INFORMATIONAL PURPOSES ONLY . WI . USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



CERTIFICATE OF LIABILITY INSURANCE

Page 3.3.e

DATE (mm/dd/yyyy)

02/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com FAX (A/C, No): 1-888-467-2371
INSURED Foth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W10243275 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			037205326	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 2,000 PRODUCTS - COMP/OP AGG \$ 2,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000			015438053	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000 AGGREGATE \$ 1,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			026154181	03/01/2019	03/01/2021	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of

AGENCY Willis of Illinois, Inc.		NAMED INSURED Foth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability InsuranceINSURER AFFORDING COVERAGE: AIG Specialty Insurance CompanyNAIC#: 26883POLICY NUMBER: CPL57666711 EFF DATE: 03/01/2019 EXP DATE: 03/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cont. Poll Liability	Per Claim	\$5,000,000
	Aggregate	\$5,000,000



Consulting
Engineers and
Scientists

December 27, 2019

Mr. Lawrence Delo
City Administrator
City of De Pere
335 S Broadway
De Pere, WI 54115

**Re: Proposal for Environmental Consulting Services
Environmental Monitoring and Closure Planning
South Broadway Street Parking Lot – BRRTS #02-05-584442
De Pere, Wisconsin**

Dear Mr. Delo:

GEI Consultants, Inc. (GEI) has prepared this proposal outlining a scope of services and estimated cost to provide environmental consulting support, to complete environmental monitoring and closure planning for the City of De Pere Parking Lot located between 132 South Broadway and 302 George Street, De Pere, Wisconsin.

Our proposed project approach is based on our understanding of site conditions as determined from reviewing the May 2019 Phase I Environmental Site Assessment and the June 2019 Phase II Environmental Site Assessment. Additional details regarding future land use plans were obtained from a conversation with Mr. Lawrence Delo, City Administrator and Paul Killian, GEI on December 11, 2019 and our review of the Cultural District Masterplan. The Cultural masterplan refers to the area south of George Street, between South Broadway and Front Street, as the Front Street Block.

Background

Environmental due diligence, including a Phase I Environmental Site Assessment (ESA) and subsequent Phase II environmental sampling was completed in 2019 on behalf of the Morgan Group (MP Broadway LLC). These environmental assessments were completed to facilitate acquisition by MP Broadway LLC of the properties located at 302 George Street, 114-116 South Broadway, 118 S. Broadway and 132 S. Broadway.

Significant findings of the Phase I ESA include the following:

- The area has been developed since prior to 1884. Historical land uses of the properties within the Front Street Block include: A printing operation, a bowling alley, general storage and furniture storage. Other neighboring historical uses include a hotel and De Pere Elevator.
- The 1946 Fire Insurance Map indicates a gasoline service station in the area between 132 S. Broadway and 118 S. Broadway.

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

2

December 27, 2019

- The 1884 Fire Insurance Map indicates foundations of burned buildings along the west side of South Broadway, south of Charles Street. Notably, these were the remains of structures destroyed by the historic fire which occurred on the night of April 23, 1882 devastating structures throughout the 100 and 200 block of South Broadway.
- The Soil Survey for Brown County identified the soils of the subject site area as Fill Land.

Geotechnical soil borings were completed in May 2019 at four locations within the Front Street Block. The soil borings and temporary monitoring wells were located in greenspace areas to avoid disturbing the paved parking area. The geotechnical borings were advanced to depths between 21 and 42.5 feet below ground surface (bgs) and encountered fill materials ranging in depths from 7.5 feet to over 20 feet bgs. Native clay and sand were encountered underlying the fill.

Environmental sampling was completed in June 2019 by collecting subsurface soil and groundwater samples at locations which generally coincided with the geotechnical boring locations. Soil samples representative of the fill material and underlying native soils were collected from each boring and analyzed of volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs) and Resource Conservation and Recovery Act (RCRA) metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver). Temporary groundwater monitoring wells were installed and sampled with water samples analyzed for VOCs and PAHs. Groundwater samples were not analyzed for RCRA metals. Results of chemical analyses completed on collected soil and groundwater samples indicated detectable concentrations of some VOCs, PAHs and metals.

Regulatory Framework

Groundwater quality standards are established under Chapter NR140, Wisconsin Administrative Code. Under Chapter NR140, two sets of groundwater standards are established: 1.) The Enforcement Standard (ES), and 2) The Preventive Action Limit (PAL). The ES is generally consistent with the federal drinking water standard or maximum contaminant level (MCL), and the PAL is typically established at 10% of the ES for chemicals considered to be carcinogenic or mutagenic.

Soil cleanup objectives or residual contaminant levels (RCLs) are established under Chapter NR720, Wisconsin Administrative Code. These cleanup objectives, established using exposure and toxicity assumptions recognized by the Wisconsin Department of Natural Resources (WDNR) and US Environmental Protection Agency (EPA) consist of the following:

- Non-industrial direct contact pathway – Concentration of a particular chemical which, if present in the soil, represents a potential risk to human health as a result of inhalation or ingestion under exposure conditions characteristic of a non-industrial land use.
- Industrial direct contact pathway – Concentration of a particular chemical which, if present in the soil, represents a potential risk to human health as a result of inhalation or ingestion under exposure conditions characteristic of an industrial land use.

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

3

December 27, 2019

- Groundwater pathway – Concentration of a particular chemical which, if present in the soil, represents a potential risk to groundwater quality. Groundwater quality standards used to establish the groundwater pathway RCL generally correspond to federal drinking water standards or Wisconsin Enforcement Standards for groundwater.

Interpretation of Results

Based on our understanding of the historical land use and our review of the results of soil and groundwater sampling, we offer the following conclusions which provide the basis and direction for our proposed scope of services:

- Environmental conditions characterized by soil and groundwater sampling completed as part of the June 2019 Phase II ESA, do not suggest a spill or release incident occurred. Rather, the Front Street Block is likely considered an Historic Fill Site. Any deposit of waste material meets the statutory definition of a landfill. Landfills that were established before 1970 and were never licensed by the WDNR are considered Historic Fill Sites.
- The October 2, 2019 WDNR correspondence received by the City of De Pere was prepared by the Remediation and Redevelopment Program and outlines response actions regulated under Wisconsin Administrative Code NR700. However, the WDNR Remediation and Redevelopment and Waste and Materials Management programs have jointly developed regulatory guidance for assessment, mitigation and development on historic fill sites recognizing that managing environmental risk related to these sites is different than responding to a hazardous materials spill or release event.
- In our opinion, results of groundwater sampling completed as part of the June 2019 Phase II ESA do not accurately reflect groundwater quality. Groundwater samples collected from temporary wells, while valuable in providing a general indication of groundwater quality, should not be used as a point of standards application relative to Chapter NR140 groundwater quality standards. Temporary monitoring wells typically are not installed with an appropriate filter pack and are not adequately developed. Accordingly, although some VOCs (specifically benzene) and PAHs (specifically benzo(b)fluoranthene) were reported at concentrations exceeding their respective NR140 ES, additional groundwater sampling would be necessary to conclude the extent to which groundwater quality has been impacted.
- Limited detections of benzene, toluene and xylenes were reported in the shallow fill sample collected from Boring SB-2. Boring SB-2 is located in the greenspace terrace between Front Street and the municipal parking lot. These detected VOCs are characteristic of petroleum products. At the concentrations reported, these chemicals do not represent a risk to human health but may represent a risk to groundwater quality.
- PAHs were detected in several of the shallow fill samples but were not detected in any of the soil samples collected from the native materials. PAHs occur naturally in coal, crude oil, and gasoline. They also are produced when organic matter is burned. We suspect that the subsurface fill material encountered in the soil borings may include the remains of structures destroyed during the fire of 1882.

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

Detectable concentrations of metals were reported in several of the soil samples. The following results are of particular interest:

- Elevated lead (60.13 milligrams per kilogram [mg/kg]) and cadmium (1.02 mg/kg) in the soil sample collected from the native clay at Boring SB-1. This is inconsistent with other samples of native soils.
- Elevated lead (933 mg/kg) and arsenic (9.52 mg/kg) reported in the shallow fill sample from Boring SB-2. This lead concentration is relatively high while the arsenic concentration slightly exceeds its background threshold value. Soil boring logs note the presence of black soil and slag at some locations. Slag is a by-product of the foundry industry which, along with other by-products, may have elevated metals concentrations. The subsample collected for chemical analysis may have included a fragment of slag, foundry sand, or other material not representative of the majority of the fill material.
- The reported concentration of lead at 933 mg/kg also suggests the potential that this material may be considered hazardous waste depending on the leaching potential of the lead.

Project Approach and Objectives

Our objective is to assist the City of De Pere in meeting their obligations relative to defining and controlling the risk related to the historic fill present throughout the Front Street Block consistent with future land use goals for the property. While this project is currently being managed in the Remediation and Redevelopment program of the WDNR, there may be advantages to transferring the management to the Waste and Materials Management program of WDNR. We will work with the City of De Pere and WDNR to determine the most appropriate regulatory pathway for this site, one that limits the investigation and remediation effort while protecting the interests and goals of the city.

We propose a scope of services which will address the following:

1. Determine the extent to which the historic fill is impacting groundwater quality and develop cost-effective solutions for protecting human health and the environment. The impact of the historic fill on groundwater quality will control, in part, the management and mitigation of site conditions. If there is limited impact to groundwater quality, GEI can focus on the direct contact risk represented by the fill material. If the fill material is impacting groundwater quality, identifying the migration and receptors of the contaminated groundwater will be necessary.
2. Determine whether the elevated lead and arsenic, previously reported in the fill sample from SB-2, is reproducible. We suspect the elevated metals reported in this sample are an anomaly and are not representative of the historic fill. Whether the fill material is characterized as a hazardous waste or a non-hazardous solid waste has significant impact on the approach, and cost of managing this material.

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

5

December 27, 2019

3. Generate the information, within the schedule, necessary for the City of De Pere to advance their redevelopment goals for the property. The Cultural District Masterplan indicates programmed land use for the Front Street Block includes walk-up townhouses along Front Street within the area of Boring SB-2. Depending on specific redevelopment goals, there may be an advantage to:
 - a. Pursuing a Voluntary Liability Exemption program (VPLE) for portions of the property and obtain a Certificate of Completion (COC) to assist in attracting private developers. Alternatively, if the city is going to maintain ownership of the property indefinitely, there is likely little advantage to participating in the VPLE program. We can discuss the details, advantages and potential challenges of pursuing a VPLE determination with the city as warranted.
 - b. Completing vapor monitoring to determine whether future structures should include vapor barriers and other features to limit vapor intrusion to occupied buildings. The documented presence of wood waste and other organics suggest that methane and/or VOCs could potentially be generated in the subsurface.
 - c. Exploring opportunities for state and federal brownfield grants to provide financial support for redevelopment of the Front Street Block.

Scope of Services

Our proposed scope of services includes environmental monitoring to advance the project goals outlined above. At this time, we proposed a phased approach to completing this assessment with each subsequent phase depending on results of the preceding tasks. The initial phase of the project will focus on verifying characteristics of the fill and determining whether the historic fill is impacting groundwater quality and will consist of the following tasks:

Task 1: Project Meeting with City of De Pere – We will meet with the City of De Pere to discuss our overall project approach relative to the City’s specific redevelopment goals and schedule. During this meeting we will discuss advantages and disadvantages of the VPLE program and the potential for pursuing state or federal brownfield assessment and cleanup grants.

Task 2: Site Investigation Workplan – GEI will prepare a site investigation workplan, consistent with requirements of Chapter NR716.09, Wisconsin Administrative Code. GEI recommends submitting this workplan to WDNR project managers in both the Remediation and Redevelopment Program (Ms. Josie Schultz) and the Waste and Materials Management Program (Ms. Jackie Marciulionis). In addition to location, features and site history, the workplan will outline our environmental sampling strategy along with exploration and testing procedures.

Task 3: Field Investigation - Groundwater quality will be documented by installing three groundwater monitoring wells. All monitoring wells will be constructed in accordance with

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

conditions of Chapter NR141 and consist of 2-inch diameter PVC with a factory-slotted well screen backfilled with a commercial filter pack. GEI recommends installing the monitoring wells at the following locations:

- Near previously completed soil boring SB-1. As the soil boring for this well is advanced, a representative sample of the native soil underlying the fill will be collected and submitted for analysis of RCRA metals to confirm the presence, or absence of elevated metals in the native soil deposits.
- Near previously completed soil boring SB-2. As the soil boring for this monitoring well is advanced, a shallow sample of the fill material will be collected for analysis of total lead and arsenic to verify whether previously reported concentrations are anomalous. Additionally, a sample of the fill from this location will be collected for analysis of leachable lead using Toxic Characteristic Leaching Procedure (TCLP) test. Results of the TCLP test will be used to document the fill as hazardous or non-hazardous solid waste.
- In the municipal parking lot between 132 S. Broadway and 118 S. Broadway. The purpose of this monitoring well is document groundwater quality near the presumed area of the historic service station. This monitoring well may also serve to determine groundwater flow direction and gradient.

GEI will subcontract monitoring well installation with Subsurface Exploration Services (SES). GEI will be responsible for obtaining survey coordinates and the surface elevation. SES will contact Diggers Hotline to clear public utilities.

Monitoring wells will be completed with a flush-mounted protector pipe or a steel protector pipe finished approximately two feet above grade, depending on location. All monitoring wells will be installed with the screened interval sealed in the native soils located below the fill materials. Following installation, the monitoring wells will be properly developed by alternately surging and purging the wells to remove suspended sediment and restore conditions of the aquifer adjacent to the well screens. Exploration derived materials (soil cuttings and well development water) will be contained in 55-gallon drums, sealed and stored in a designated location on-site. Following results of chemical analysis, these drums will be promptly removed by a waste management company and disposed of properly.

Task 4: Groundwater Sampling – GEI will gauge water levels in each well on a weekly basis following installation until groundwater elevations indicate conditions have stabilized. After conditions have stabilized, groundwater samples will be collected from these well using low-flow purging and sampling techniques. These low-flow sampling methods are critical in collecting representative groundwater samples, particularly for analysis of PAHs. In addition to PAH analysis, collected groundwater samples will also be analyzed for VOCs and RCRA metals. Samples collected for metals analysis will be field-filtered and preserved. All groundwater samples will be collected in laboratory-supplied bottles, stored on ice and delivered to a state-certified analytical laboratory under standard chain-of-custody control.

Task 5: Data Reduction and Evaluation – GEI will review results of the additional chemical analysis completed on samples of the native soil and fill material to determine whether additional field investigation is warranted. If elevated levels of PAHs are present in the shallow fill material and represent a direct contact risk, additional soil sampling to delineate

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

7

December 27, 2019

the direct contact risk will likely be required. Alternatively, we have worked on other riverfront redevelopment projects at which the municipality acknowledged that the historic fill represented a direct contact risk and agreed to provide an environmental cap as part of the site improvements. This approach recognizes that historic fill is typically heterogenous and additional sampling usually determines some locations represent a direct contact risk, while other locations represent little risk to human health.

GEI will characterize groundwater flow conditions and groundwater quality to determine whether the historic fill is impacting groundwater quality. If results of chemical analysis indicate compliance with groundwater quality standards, the WDNR will require a second round for confirmation. If chemical concentrations exceed groundwater quality standards, additional sampling on a quarterly basis will be required until stable or decreasing trends in groundwater quality are documented.

Results of our data reduction and analysis will be summarized in a technical memorandum submitted to the City of De Pere. The technical memorandum will outline a strategy for environmental closure and may include recommendations for subsequent project phases. The need for additional exploration and testing will depend on whether the historic fill is impacting groundwater quality, and whether there is an advantage to further characterizing conditions of the fill material. This will largely depend on redevelopment goals for the Front Street Block.

Task 6: WDNR Meeting/Conference Call – GEI will schedule and attend a meeting or conference call with WDNR project managers from both the Remediation and Redevelopment Program and the Waste and Materials Management Program to present results of the additional soil and groundwater sampling completed as part of the initial project phase. The primary purpose of this meeting will be to determine the most appropriate pathway for regulating the historic fill site and obtain consensus on any additional site characterization which may be required to facilitate regulatory closure.

Subsequent Project Tasks

Although the uncertainty of site conditions precludes the ability to accurately predict the need for additional assessment beyond the initial phase outlined above, we recognize the potential that the following project phases may be necessary:

Exploring the Extent of Direct-Contact Risk: Additional delineation of the direct-contact risk on the fill material should be limited to sampling the upper four feet of fill. If deemed necessary, we proposed completing the delineation using hydraulic push-probe sampling methods (Geoprobe). Using a Geoprobe, acetate lined sampling probes are advanced to a depth of four feet and extracted for observation and sampling. GEI anticipates that within a single day of Geoprobe sampling, an adequate number of shallow fill samples can be collected for chemical analysis. Collected samples of the fill material would be analyzed for VOCs, RCRA metals and PAHs. Results of chemical analysis can be statistically evaluated to establish the exposure point concentration which represents the direct contact risk over a larger area.

Vapor Sampling to Evaluate the Presence of Methane and VOCs: If redevelopment plans anticipate occupied buildings will be constructed over the historic fill deposits, we

Attachment: GEI-Proposal_City of DePere_FINAL_jmp20191227 (9100 : Consideration and possible action on Quote for Environmental

Environmental Consulting Services
South Broadway Street Parking Lot
BRRTS #02-05-584442
De Pere, Wisconsin

December 27, 2019

recommend completing a soil gas survey to determine whether methane is being generated at concentrations which represent a risk to future residents, or a risk to construction workers. The soil gas survey will be completed by advancing shallow, temporary soil gas probes at five to ten locations within the footprint of the future buildings. Each probe consists of a stainless-steel screened tip installed about 2 feet below grade. The tip is attached to a flexible tube which extends above grade. A methane gas meter will be used to document the concentration of methane present at each of the vapor probe locations.

Because preliminary analytical test results indicate elevated petroleum hydrocarbons in the shallow fill material, we recommend that vapor samples from two of the soil gas probes be collected for VOC analysis. Vapor samples for VOC analysis will be collected using six-liter stainless-steel vacuum sampling devices (SUMMA® canisters) with calibrated flow controllers to maintain 100 to 200 milliliters per min (ml/min) of air flow for an approximate 30-minute sample duration.

Historic Fill Exemption: Because the site is in an area of historic fill, an exemption to solid waste regulations (Chapter NR506, Wisconsin Administrative Code) will be required prior to any construction or redevelopment. WDNR administrative codes prohibit the placement of structures or other development on buried waste without this exemption. To request this exemption, WDNR Forms 4400-226 and 226A are submitted to the WDNR along with the necessary information that documents and supports the proposed development.

Site Investigation Report, Remedial Action Plan and Soil Management Plan: After all site investigation tasks have been completed, results will be summarized and submitted to WDNR in a Site Investigation Report. The Site Investigation Report prepared by GEI will be consistent with requirements of Chapter NR716.15, Wisconsin Administrative Code. The site investigation report will include a detailed narrative description of the results of the site investigation, tables summarizing analytical test results relative to soil RCLs and groundwater quality standards and figures depicting groundwater flow direction and geologic cross-sections.

At this time, the anticipated Remedial Action Plan will consist of utilizing existing site features (paved parking lot and hardscaping) along with proposed improvements to limit the potential for direct contact with the shallow fill material. At this time, we do not anticipate active soil or groundwater remediation will be necessary to achieve environmental closure. If future redevelopment will disturb the historic fill, the Remedial Action Plan should include a Soil Management Plan. The Soil Management Plan will discuss how contaminated soil, generated during site grading and foundation construction, will be managed. The Soil Management Plan will provide details for field screening and management of excavated materials. The Site Investigation Report and Soil Management Plan will be submitted to the WDNR for approval.

Closure Submittal: Once site conditions have been defined and any necessary corrective actions be completed, a case closure request will be submitted. Pursuant to Chapter NR 726, case closure request form 4400-202 will be used to request case closure. If an environmental cap is a component of the site mitigation, Form 4400-286, Notification of Continuing Obligations and Residual Contamination, will also be completed. The closure submittal will include documentation of any remedial action implemented on the site.

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

Depending on the remedy selected for contaminated soil, groundwater or other media, there may be a requirement to list the site, or portions of the property, on the GIS Registry at the time that the case is closed.

Fee and Conditions of Service

GEI proposes to complete the services outlined in this proposal on a time-and-materials basis in accordance with the labor rates provided on the attached Fee Schedule. Based on the anticipated level of effort to complete the services outlined in this proposal, we recommend establishing the following project budget for the initial project tasks:

Initial Project Tasks	Labor	Expenses	Total
Task 1: Project Meeting with City of De Pere	\$582	\$0	\$582
Task 2: Site Investigation Workplan	\$1,549	\$0	\$1,549
Task 3: Field Investigation	\$2,815	\$6,370	\$9,185
Task 4: Groundwater Sampling	\$1,192	\$941	\$2,133
Task 5: Data Reduction and Evaluation	\$2,620	\$0	\$2,620
Task 6: WDNR Meeting/Conference Call	\$1,292	\$0	\$1,292
Total Estimated Cost	\$10,050	\$7,310	\$17,360

The estimated cost for the initial project tasks, as presented in the table above, is proposed as a not-to-exceed cost for the specific scope of services. Total invoiced costs will not exceed this estimate without formal authorization from the City of De Pere. Invoices will be submitted monthly reflecting the services and corresponding cost for the preceding month. Payment is due upon receipt of the invoice.

The scope and estimated cost for subsequent project phases will depend on results of the initial assessment. The following estimates are provided for project budgeting and we suggest revising these cost estimates as site conditions become more accurately defined. A separate proposal or change order will be submitted for approval prior to proceeding with any of these subsequent project tasks.

Subsequent Project Tasks	Labor	Expenses	Total
Exploring extent of direct-contact risk	\$5,200	\$2,800	\$8,000
Vapor sampling to evaluate the presence of methane and VOCs	\$2,200	\$500	\$2,700
Historic Fill Exemption	\$1,300	\$700	\$2,000
Site Investigation Report, Remedial Action Plan and Soil Management Plan	\$7,300	\$1,800	\$9,100
Closure Submittal	\$6,300	\$1,400	\$7,700
Total Estimated Cost	\$22,300	\$7,200	\$29,500

Environmental Consulting Services
South Broadway Street Parking Lot
BRRTS #02-05-584442
De Pere, Wisconsin

10

December 27, 2019

We understand professional consulting services will be provided in accordance with the terms and conditions of the City of De Pere Agreement for Services dated 11/29/18. GEI has reviewed these terms and conditions and request consideration to modifying Section V, OWNERSHIP AND FORM OF DOCUMENTS, to include the following statement:

Consultant shall not be liable for any use, or reuse, of the work product described in this paragraph other than in connection with the Project, or any modification of such work product, without the Consultant's involvement.

We appreciate the opportunity to assist you with this project. If you have any questions or need additional assistance, please contact us at your convenience. We welcome the opportunity to discuss specific details of our project approach and how these activities can be integrated into the City's overall redevelopment plans for the Front Street Block.

Sincerely,

GEI CONSULTANTS, INC.



Paul J. Killian, P.E.
Senior Project Manager



Roger A. Miller, P.G., C.P.G.
Senior Hydrogeologist

Enclosures:

Fee Schedule
Sample Certificate of Insurance

PJK:jmp

K:\City of DePere\Proposals\2019\Proposal_City of DePere_FINAL_jmp20191227.docx

Attachment: GEI-Proposal_City of DePere_FINAL_jmp20191227 (9100 : Consideration and possible action on Quote for Environmental

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 73
Staff Professional – Grade 2	\$ 84
Project Professional – Grade 3	\$ 99
Project Professional – Grade 4	\$ 113
Senior Professional – Grade 5	\$ 121
Senior Professional – Grade 6	\$ 145
Senior Professional – Grade 7	\$ 163
Senior Consultant – Grade 8	\$ 178
Senior Consultant – Grade 9	\$ 178
Senior Principal – Grade 10	\$ 178

Senior Drafter / GIS	\$ 110
Drafter and Designer / GIS	\$ 98
Field Professional	\$ 91
*Senior Technician	\$ 113
*Technician	\$ 97
Word Processor, Administrative Staff	\$ 84
<u>Office Aide</u>	<u>\$ 72</u>

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day and work on Saturday. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the personnel rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **3.3.f**
12/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 20 Church Street, 8th Floor Hartford, CT 06103-3187 www.marsh.com	CONTACT NAME: Craig A Parrow	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (860) 723-5784	E-MAIL ADDRESS: craig.a.parrow@marsh.com	
INSURED GEI Consultants, Inc. 3159 Voyager Drive Green Bay WI 54311	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co Pittsburgh PA		19445
	INSURER B: Steadfast Insurance Company		26387
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 53119456** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			518-02-76	3/1/2019	3/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2961705 - AOS 2961704 - MA	3/1/2019 3/1/2019	3/1/2020 3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$5,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SXS-7447104-00	3/1/2019	3/1/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	012016047 - AOS 012016046 - CA	3/1/2019 3/1/2019	3/1/2020 3/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Contractor's Pollution Liability / Prof Liab (retro date: 01/01/74)			PEC0233595-03	3/1/2019	3/1/2020	Each Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

000000
For Proposal Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Marsh Risk and Insurance Service*
Marsh Risk and Insurance Services

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Packet Pg. 72