



Board of Public Works

Regular Meeting

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

Revised Agenda

Monday, January 7, 2019

5:00 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 7, 2019** at **5:00 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

I. Call to Order

1. Roll Call
2. Approval of BOPW December 10, 2018 Meeting Minutes.

II. Public Comment

III. Items

1. Consider Award of Contract 19-09 Pond and Drainage System Construction.*
2. Consider Quote for 2019 Materials Testing and Soil Borings.*
3. Consider 2019 Storm Lateral Assessment Charge - Residential
4. Consider 2019 Storm Lateral Assessment Charge - Existing Non-Residential Properties.
5. Consider Proposed Easements - Project 19-09*
6. Consider Truck Route Signage.*
7. Approval of City Engineer Parking and Traffic Recommendations.*
8. Discuss City Engineer Recommendations on No-Action Parking and Traffic Items.

IV. Future Agenda Items

V. Adjournment

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday January 9, 2018 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

Jossart Brothers, Inc.

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 7, 2019

DEPARTMENT: Engineering

FROM: Grace Lahtela

SUBJECT: Approval of BOPW December 10, 2018 Meeting Minutes.

ATTACHMENTS:

- Draft Minutes - December 2018 (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, December 10, 2018

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	Late	7:45 PM
Dean Raasch	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Others in attendance Eric Rakers, City Engineer, Scott Thoresen, Director of Public Works, Joe Zegers, Finance Director, Tina Quigley Definitely De Pere, and Scott Sternhagen, Schenck.

2. Approval of BOPW November 12, 2018 Meeting Minutes.

Aldersperson Carpenter moved to approve the November 12, 2018 Board of Public Works meeting minutes, Aldersperson Raasch seconded the motion. Upon vote, the motion passed unanimously.

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

3. Public Hearing to Levy Special Assessments

A. Notice of Public Hearing

The Notice of Public Hearing was read into the record by the Recording Secretary.

B. Recommendation from the Board of Public Works

The Board of Public Works recommended at the November meeting the final resolution for special assessments for Storm Sewer Main and/or Laterals.

C. Final Resolution Authorizing Levying Special Assessments

- a. Resolution BOPW #18-05, Final Resolution Authorizing Storm Sewer Main and/or Lateral Construction and Levying Special Assessments Against Benefited Property (2730 Ryan Rd)

The Mayor opened the meeting for public input at 7:34 pm. No one responded to the invitation to speak and the Mayor closed the public input at 7:35 pm.

Aldersperson Raasch moved to approve the Final Resolution authorizing Storm Sewer Main and/or Lateral Construction and Levying Special Assessments against the benefited property of 2730 Ryan Road, seconded by Aldersperson Boyd. Upon vote, the motion passed unanimously.

Attachment: Draft Minutes - December 2018 (7760 : Approval of BOPW December 10, 2018 Meeting Minutes.)

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

II. Public Comment

There was no public comment.

III. Items

1. Consider 2018-2019 Sewer Rate Study*

Joe Zegers, Finance Director and Scott Sterhagen, Schenck reviewed the 2018-2019 sewer rate study. Joe Zegers explained that over the last two years, the rates for New Water have leveled off and stabilized. With this stabilization, the recommendation from the study is for there to be no rate increase for both residential and industrial customers in 2019. In the past, there were cash deficits in the sewer utility and the Board of Public Works would approve adding on additional percentages to cover the deficit and build cash balance. Staff recommends adopting the rate structure as proposed in the rate study, without anything additional added.

Scott Sterhagen from Schenck reviewed the details of the 2018-2019 sewer rate study. Discussion followed.

Alderperson Hansen arrived at 7:45 pm.

Alderperson Carpenter questioned if monthly billing would create more revenue.

Quarterly billing is substantially high for some families and with monthly billing there may be less delinquent bills placed on the tax roll.

Mayor Walsh moved to approve the 2018-2019 sewer rates as presented, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

2. Consider Definitely De Pere Streetscape Projects*

Scott Thoresen, Director of Public Works, gave a quick summary of the streetscape project, stating there is \$150,000 in stadium funds reserved for the projects. He has been working with Tina Quigley from Definitely De Pere to develop concepts for the design.

Mayor Walsh moved to open the meeting to public comments at 7:52 pm, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Tina Quigley from Definitely De Pere presented in detail, the plans and concepts that have been developed for the streetscape project. Only a portion of the funds allocated would be used to complete this first set of proposed projects, with the goal being to create an inviting environment for downtown. The response from downtown business owners has been overwhelmingly positive.

Detailed discussion followed.

Alderperson Raasch questioned where the sculptures will come from and if they would be from local artists.

Alderson Boyd questioned the total project cost and what the other designated funds would be used for.

Mayor Walsh questioned the proposed height of the fence, if other areas are going to be included with the project, and if there was going to be an oversight committee for the sculptures, to make sure the sculptures appropriate for downtown.

Tina Quigley stated that Definitely De Pere has an established public art committee, which is comprised of artists and designers from the area, which will oversee the sculptures.

Alderson Carpenter questioned extending planters farther down the street rather than retiring the old ones.

Alderson Boyd questioned if something could be done at the Walgreens corner.

Alderson Hansen questioned what the new crosswalk on Main Street would be comprised of, the difference in components between three project areas, and downtown lighting projects.

Mayor Walsh motioned to return to regular order at 8:25 pm, seconded by Alderson Carpenter. Upon vote, the motion passed unanimously.

Mayor Walsh moved to approve the streetscape projects as presented, 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

3. Discuss Tree Replacement for Street Construction Projects

Scott Thoresen, Director of Public Works, reviewed Alderson Hansen's request for replacing trees during city construction projects. There are times during construction projects that trees need to be removed and currently the city does not cover the cost to replace them. Alderson Hansen made a request to the Board of Park Commissioners to cover the cost of replacing the trees that are removed during construction projects. The Board of Park Commissioners recommended this item be referred to the Board of Public Works to be considered as part of future street projects. If the owner wants the tree replaced, and if the space is available to plant a new tree, recommendation would be for the Park Department be responsible for buying and planting the trees and the cost be reimbursed by the construction project.

Discussion followed.

Alderson Hansen commented that when curb and gutter or sidewalk is taken out during construction projects, the city is responsible to restore the property. He feels that trees should be treated the same as other items in the right of way. If the property owner would like the trees replaced, and if space is available, then the city should cover the cost of the replacement.

Alderson Carpenter commented on the cost of the tree replacement and feels the property owner needs to be aware of size and type of tree that would be planted and that the replacement tree will be small.

Mayor Walsh recommended that the size and type of tree that would be planted should be part of the policy.

Scott Thoresen commented that the city forester has a program for spring and fall tree planting. If the tree planting meets specifications, this policy could be used for construction projects, but instead of the homeowner paying for the tree, the city would pick up the cost.

Mayor Walsh referred the item back to staff to come up with a tree replacement policy, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
	Next: 2/11/2019 7:30 PM
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

4. Recommendation regarding the release of a 20 foot storm sewer-drainage easement, while retaining an existing 12 foot utility easement, at 701-711 Millennium Court (Parcels ED-2310 & ED-2309). Submitted by David Anderson, Town & Country Development LLC, authorized representative for Irish Construction & Investments LLC.*

Alderperson Carpenter moved to approve the release of a 20 foot storm sewer drainage easement, while retaining an existing 12 foot utility easement, at 701-711 Millennium Court (Parcels ED-2310 & ED-2309), seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

5. Recommendation regarding the release of a utility easement and right-of-way easement, to be replaced with typical 12 foot street fronted utility easements and 6 foot side lot line utility easements via certified survey map (CSM), at the 500 BLK Ninth Street (Parcel WD-D0218-2). Submitted by Steven M. Bieda, Mau & Associates, authorized representative for Raymond J. Hoffmann.*

Alderperson Carpenter moved to approve the release of a utility easement and right-of-way easement, to be replaced with typical 12 foot street fronted utility easements and 6 foot side lot line utility easements via certified survey map (CSM), at the 500 BLK Ninth Street (Parcel WD-D0218-2), seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

6. Consider Purchasing AquaHawk Water Meter Software*

Mayor Walsh moved to approve the purchasing of AquaHawk meter software, seconded by Alderperson Boyd.

Discussion followed.

Alderperson Hansen questioned how the community would be educated on the software. Alderperson Carpenter commented on the tolerances that can be set up with the software and if monthly billing would be beneficial to the city.

Upon vote, the above motion passed unanimously.

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

7. Consider Updates to 2019 General Conditions and Standard Specifications

Alderperson Carpenter moved to approve the 2019 General Conditions and Standard Specifications, seconded by Alderperson Boyd. Upon vote, the motion passed unanimously.

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

8. Consider Updates to the 2019 Prequalification of Contractor Form

Alderperson Hansen moved to approve the 2019 Prequalification of Contractor Form, seconded by Mayor Walsh.

Discussion followed.

Upon vote, the above motion passed unanimously.

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

IV. Future Agenda Items

None

V. Adjournment

Mayor Walsh moved to adjourn the meeting at 8:50 pm, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 7, 2019

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider Award of Contract 19-09 Pond and Drainage System Construction.*

ATTACHMENTS:

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

City of De Pere

Public Works Department

Memo

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

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

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

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



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

3.1.b

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

Attachment: CE_Project 19-09 Bid Tab 12-20-2018 (7758 : Consider Award of Contract 19-09 Pond and Drainage System Construction.)*



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

3.1.b

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

Attachment: CE_Project_19-09_Bid_Tab_12-20-2018 (7758 : Consider Award of Contract 19-09 Pond and Drainage System Construction.*)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 7, 2019

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider Quote for 2019 Materials Testing and Soil Borings.*

ATTACHMENTS:

- CI_BOPW_2019 Materials Testing_1-7-2019 (DOC)
- CI_CALC_Materials_Testing_Comparison_12-26-2018 (PDF)
- BATC Proposal (PDF)
- PSI Proposal - 264656 City of De Pere (PDF)
- ECS Proposal - 1290 - City of De Pere - 2019 Soil Testing Services (PDF)

City of De Pere

Public Works Department

Memo

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

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

Date: January 7, 2019

Subject: Consider Quote for 2019 Materials Testing and Soil Borings*

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2019 construction projects. The total cost of this work was estimated using 2018 final quantities as follows:

Materials Testing	Estimate
BATC	\$58,217.00
PSI	\$60,587.25
ECS	\$61,806.00

Soil Boring	Estimate
ECS	\$4,153.00
PSI	\$5,899.40

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the Material Testing estimated at \$58,217 and the quote from ECS Midwest, LLC for the Soil Boring estimated at \$4,153. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

CI_CALC_Materials_Testing_Comparison_12-26-2018 (PDF)

BATC Proposal (PDF)

PSI Proposal – 264656 City of De Pere (PDF)

ECS Proposal – 1290 – City of De Pere – 2019 Soil Testing Services (PDF)

Attachment: CI_BOPW_2019 Materials Testing_1-7-2019 (7759 : Consider Quote for 2019 Materials Testing and Soil Borings.*)

Item	Unit	2018 Quantity	BAC		PSI		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services								
Project Manager	Per hour	25.35	\$60.00	\$1,521.00	\$75.00	\$1,901.25	\$62.00	\$1,571.70
Project Engineer	Per hour	188.30	\$80.00	\$15,064.00	\$85.00	\$16,005.50	\$95.00	\$17,888.50
Staff Engineer	Per hour	0.00	\$60.00	\$0.00	\$75.00	\$0.00	\$75.00	\$0.00
Field Technician								
Senior Technician	Per hour	272.00	\$44.00	\$11,968.00	\$42.00	\$11,424.00	\$37.00	\$10,064.00
Technician	Per hour	357.00	\$35.00	\$12,495.00	\$37.00	\$13,209.00	\$37.00	\$13,209.00
Clerical	Per hour	57.70	\$30.00	\$1,731.00	\$25.00	\$1,442.50	\$25.00	\$1,442.50
Mileage	Per mile	3269.00	\$0.25	\$817.25	\$0.50	\$1,634.50	\$0.58	\$1,896.02
Laboratory Testing Services								
Standard Proctor	Per each	0.00	\$105.00	\$0.00	\$125.00	\$0.00	\$117.50	\$0.00
Modified Proctor	Per each	13.00	\$115.00	\$1,495.00	\$150.00	\$1,950.00	\$117.50	\$1,527.50
Concrete Compression Test (Cylinder by Company)	Per each	594.00	\$12.00	\$7,128.00	\$14.00	\$8,316.00	\$10.50	\$6,237.00
Concrete Compression Test (Cylinder by City)	Per each	0.00	\$12.00	\$0.00	\$14.00	\$0.00	\$10.50	\$0.00
Handling of Backup Cylinders	Per each	0.00	\$5.00	\$0.00	\$14.00	\$0.00	\$10.50	\$0.00
Aggregate Sieve Analysis	Per each	10.00	\$60.00	\$600.00	\$50.00	\$500.00	\$52.00	\$520.00
Atterberg Limits	Per each	0.00	\$45.00	\$0.00	\$75.00	\$0.00	\$45.00	\$0.00
Permeability, Granular Soils	Per each	0.00	\$225.00	\$0.00	\$275.00	\$0.00	\$245.00	\$0.00
Permeability, Cohesive Soils	Per each	0.00	\$275.00	\$0.00	\$325.00	\$0.00	\$295.00	\$0.00
Field Technician Services								
Sample Pickup	Per each	47.00	\$50.00	\$2,350.00	\$37.00	\$1,739.00	\$75.00	\$3,525.00
Support Vehicle	Per mile	91.00	\$0.25	\$22.75	\$0.50	\$45.50	\$0.58	\$52.78
Nuclear Density Gauge	Per ½ day	121.00	\$25.00	\$3,025.00	\$20.00	\$2,420.00	\$32.00	\$3,872.00
Nuclear Density Gauge	Per day	0.00	\$40.00	\$0.00	\$40.00	\$0.00	\$32.00	\$0.00
MATERIAL TESTING TOTAL COST				\$58,217.00		\$60,587.25		\$61,806.00
Soil Boring								
Mobilization	Per each	5.00			\$500.00	\$2,500.00	\$212.00	\$1,060.00
Soil Boring	VF	172.00			\$13.95	\$2,399.40	\$12.75	\$2,193.00
Report	Per each	1.00			\$1,000.00	\$1,000.00	\$900.00	\$900.00
						\$5,899.40		\$4,153.00

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2019 CONSTRUCTION SEASON
CITY OF DE PERE, WISCONSIN**

CLIENT:

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

DATE:

DECEMBER 13, 2018

Attachment: BATC Proposal (7759 : Consider Quote for 2019 Materials Testing and Soil Borings.*)



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

December 13, 2018

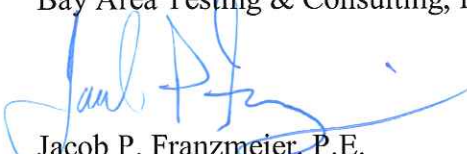
Mr. Chase K. Kuffel, P.E.
Assistant City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2019 Construction Season
City of De Pere, Wisconsin

Mr. Kuffel,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2019 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted two (2) bound copies of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC



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

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

Attachment: BATC Proposal (7759 : Consider Quote for 2019 Materials Testing and Soil Borings.*)

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2019 CONSTRUCTION SEASON
CITY OF DE PERE**

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City of De Pere

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Page 1

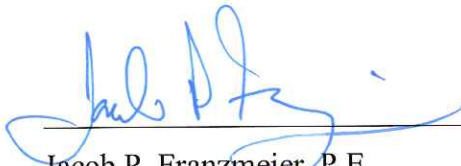
1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2019 Construction Season. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC
3125 Birch Road, Suite B
Suamico, WI 54173
Phone: 920-660-5246
Fax: 920-544-9693
Email: jake@bayareateesting.com

I, Jacob P. Franzmeier, am authorized to represent Bay Area Testing & Consulting, LLC.



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

12/13/18
Date

Attachment: BATC Proposal (7759 : Consider Quote for 2019 Materials Testing and Soil Borings.*)

1.2 Statement of Qualifications

In December, 2010, BATC was established in Green Bay, Wisconsin, to provide independent construction materials testing for various private, commercial, and municipal projects, along with Wisconsin Department of Transportation (WisDOT) projects. BATC is currently on the WisDOT list of qualified laboratories for concrete, soil, aggregate, and asphalt testing. BATC also participates in the AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program for Coarse Aggregate. Since our staff has a wide variety of experience on projects throughout the state, our extensive knowledge and experience in soil, concrete, and asphalt field and laboratory testing results in exceptional quality control.

Further, our company goal is to provide accurate, detailed, and repeatable quality control results in a timely manner. Since all of our staff members have both extensive field and laboratory experience, we maintain that our test results are done both precisely and promptly, no matter who performs the testing, saving our clients both time and money.

All of our staff members are certified at different levels based on their experience and capabilities. Further, as an organization, we currently have certified personnel through the American Concrete Institute, the Wisconsin Department of Transportation Highway Technician Certification Program, and Troxler Laboratories. The following list contains the certifications and qualifications BATC employees currently maintain:

- Wisconsin DOT Certified PCC Technician – Level II
- Wisconsin DOT Certified PCC Technician – Level I
- Wisconsin DOT Certified ATTS Technician
- Wisconsin DOT Certified Aggregate Technician – Level I
- Wisconsin DOT Certified Grading Technician
- Wisconsin DOT Certified Aggregate Sampling Technician
- Wisconsin DOT Certified Concrete Strength Tester
- Wisconsin DOT Certified Nuclear Density Technician
- Wisconsin DOT Certified Asphalt Technician – Level ITP
- ACI Concrete Field Technician – Level I
- Soil Moisture/Density Operator – Troxler Electronics Labs, Inc.

2.0 **PROJECT SCOPE OF SERVICES**

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an “as-needed” basis for the 2019 construction season under a fixed fee, open-ended contract. Our understanding of the scope of services includes but is not limited to the following:

- Earthwork Testing
- Subgrade Compaction
- Trench Compaction
- Crushed Aggregate Base Course Testing (Material and Compaction)
- Asphaltic Concrete Pavement Testing (Samples and Compaction)
- Concrete Testing
- Soil Borings
- Field Observation Related to Soil and/or Construction Conditions

BATC understands that the City of De Pere would like a firm that can provide the above listed scope of services in a timely and professional manner in compliance with industry standards, by certified technicians and engineers under the direct supervision of a Professional Engineer, licensed in the State of Wisconsin. Most test results will be submitted to the City within 24 hours, unless a further detailed analysis is needed to provide a more cost effective solution to the problem. All reports will be submitted in PDF format and paper copies will be provided, if requested.

2.1 Overview of Construction Materials Testing

BATC will provide construction materials field testing for the 2019 City of De Pere contract. BATC will be responsible for the concrete testing, soil and aggregate laboratory testing, soil and asphalt density testing, and asphalt sampling, as well as construction inspections and observations upon the City's request. For this contract, BATC will utilize subcontract services for some of the specialty laboratory testing services, if needed.

Some of the laboratory services that can be provided are: washed and unwashed sieve analysis, standard and modified proctors, Atterberg Limits, hydrometer testing, double hydrometer testing, percent material finer than the #200 sieve testing, fractured face count of coarse aggregate, specific gravity of fine and coarse aggregates, L.A. Abrasion, freeze-thaw soundness, sodium sulfate soundness, lightweight particles, organic content, organic impurities testing, compressive strength of concrete, mortar, and grout, flexural and splitting tensile strength of concrete, asphalt extraction and gradation including asphalt content, and determination of theoretical maximum density of bituminous concrete.

Some of the field testing services that can be provided are: slump, air content, temperature, unit weight, and yield of plastic concrete; soil bearing capacity verification; proof-rolling observations of subgrade soils; nuclear density testing of soil, base aggregate, and asphalt; concrete and asphalt coring and analysis; rebar inspection; mortar and grout testing; and concrete batch plant inspections, if requested.

The list of laboratory and field testing services that BATC listed above is not a complete list of tests that could be performed. As demand increases for a particular testing procedure, and as our company continues to grow, BATC evaluates our services on a case by case basis and determines whether or not to expand our services to meet the demand of the requested testing procedure.

2.2 City of De Pere Materials Testing Scope of Services

Prior to the start of each project for the City, BATC would like to obtain any available project plans and specifications, if allowed by the City contracts. If available, these plans and specifications can be submitted to us electronically. We have found with working in municipalities over the years, it is convenient for the field technicians to have project plans in case a situation arises wherein a City of De Pere inspector is not able to be on-site. During the peak of the construction season, we request a 24 hour courtesy call prior to on-site testing but in reality, we can typically make it on-site within 4 hours of being notified, and more times than not, sooner than 4 hours. BATC takes pride in reliable and timely service to our clients.

2.2.1 Earthwork, Subgrade and Trench Compaction, and Crushed Aggregate Base Course Testing Services

BATC field staff will provide base aggregate and soil sampling and testing, as requested, on projects throughout the City of De Pere. We will either obtain samples on-site after the material is delivered to the construction site or stockpiled on-site, or we will obtain samples from the pit or quarry using proper sampling methods. Further, we will provide test results for sieve analyses and proctor tests on granular soils typically within 24 hours of obtaining samples. However, when cohesive soils will be utilized for backfilling utility trenches or used for pond liners, proctor test results will typically be available within 36 hours of obtaining the sample because of the additional preparation time needed for cohesive soils.

After the completion of the laboratory testing and approval of the source by the City of De Pere, BATC will provide nuclear density testing on sub-base and base course, trench backfill, and/or structural fill materials. BATC will immediately notify the City of De Pere inspector of all test results before leaving the jobsite. If the inspector cannot be found on-site or by telephone, the City Project Manager will be notified prior to the technician's departure from the jobsite. Test results for compaction testing will be sent to the City of De Pere within 24 hours of our return to the laboratory.

2.2.2 Asphaltic Concrete Pavement Testing Services

During paving operations, BATC staff will provide on-site asphalt density testing and asphalt sampling on an as requested basis. Sampling of asphalt pavement may occur on-site or at the asphalt plant either by our qualified staff or the asphalt suppliers' staff, depending on the asphalt suppliers' insurance and liability restrictions. In either case, BATC personnel will be present during the sampling of the asphalt to ensure proper sampling techniques are followed. We typically require a 12 hour notice for any field sampling and testing, but will try to accommodate the schedule of either the City or asphalt paving contractor with a notice of 4 hours.

After sampling, BATC personnel will return the asphalt sample to our laboratory to perform testing. We are capable and our laboratory is certified to perform asphalt extraction and gradation analysis, including asphalt content, and theoretical maximum density of bituminous pavement. If further analysis is needed, such as determining the bulk density by use of gyratory compaction methods in the laboratory, we may have to employ a subcontractor to perform these services. However, we can determine bulk specific gravity of in-place compacted asphalt pavement from core samples from the roadway during construction, if needed. Test results for asphalt density testing will be provided within 48 hours of receiving the sample. Asphalt extraction and gradation and theoretical maximum density determination laboratory asphalt testing will be provided within 36 hours of receiving the sample.

2.2.3 Concrete Testing Services

Based on our past experience working with the City of De Pere, typically concrete testing and cylinders would be cast by BATC, but some may be cast by City of De Pere inspectors. When providing concrete testing services, BATC will conduct slump, air content, and temperature tests, and cast four (4) standard 6" x 12" concrete cylinders, unless directed otherwise. BATC will typically pick-up cylinders within 24 hours of cylinders being cast, but in no case will cylinders be in the field longer than 48 hours. We understand that the most critical time period for cylinders is within the first 48 hours of curing in the field. Therefore, we will do our best to

ensure all cylinders cast by BATC and the City of De Pere inspectors cure at the proper initial curing temperature and record maximum/minimum temperatures upon pick-up of the cylinder sets. If we notice that cylinders are curing too hot or too cold during the initial cure, we will immediately contact the City Project Manager and discuss methods to ensure proper curing methods. Test results for field testing will be reported to the City Inspector immediately after testing, with a written report sent to the City typically within 24 hours of testing. Compressive strength testing will be conducted at 7 and 28 days and reports will be sent to the City usually within 24 hours after the testing is completed. However, if concrete compressive strength does not meet the required 7-day or 28-day strength, BATC will immediately contact the City Project Manager to discuss the next course of action.

2.2.4 Soil Borings

Since we currently do not conduct or subcontract drilling services to provide soil borings, we will not be providing a price for the soil boring portion of this contract. However, in the future, we may provide prices for soil borings, if requested, on a case-by-case basis.

2.2.5 Construction Inspection and Observations

BATC will provide construction inspection and/or observations on an as requested basis throughout the 2019 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the necessary field and laboratory testing to fulfill the intention of the specifications or

recommendations.

For structural concrete observations before and at the completion of concrete pours, BATC will provide documentation that the number, size, splice lengths and locations, and clear cover of the reinforcement steel match the reinforcement schedule prior to placement of concrete. If there is a deficiency in the reinforcement steel, BATC will immediately contact the project inspector or project engineer and the issue will be resolved prior to the placement of concrete. Further, if requested, BATC will also document the placement, orientation, and location of any structural bolt settings in accordance with the structural drawings. Also, BATC will ensure concrete placement is done in conformance with the most recent ACI and ASTM procedures for form work, perform mix design reviews, and review and recommend proper consolidation and curing techniques. Construction Inspection and/or Observation written reports will be available to the City within 48 hours of our return to the laboratory.

BATC can also provide concrete batch plant inspections, if requested by the City. BATC would travel to the concrete batch plant, perform the inspections in accordance with ACI 311.5 and document any deficiencies with the batch plant. These deficiencies would be documented during the inspection process and verbally reported to the City immediately following the inspection. The batch plant inspection report would be available to the City in writing within 24 hours of the completion of the inspection.

2.2.6 Additional Field and Laboratory Testing

BATC is capable and certified to perform a wide variety of specialty testing not typically requested on projects. Further, additional services include masonry testing and observations, sprayed applied fire-proofing testing, caisson inspections, moisture-vapor transmission testing, concrete and asphalt coring for thickness, concrete distress evaluations, smoke pencil testing of exterior building wall coverings, flexural and splitting tensile strength of concrete specimens, double hydrometer testing, and flat and/or elongated particle testing. Depending on what the circumstances are regarding the additional services, we will be able to perform the above testing

Soil Testing Services – 2019 Construction Season
City of De Pere

Request for Proposal
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on an as-requested basis.

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, P.E.

Professional Engineer/Staff Engineer/Field Operations Manager/Chief Quality Control Officer

Jacob will be the primary contact for the construction materials testing services for this contract. Jacob has over 15 years of experience in construction materials testing, site recommendations and trouble shooting, and geotechnical engineering. Jacob is the Field Operations Manager/Lab Supervisor of BATC. His duties include overseeing all operations of BATC from scheduling technicians to reviewing field reports. He is also BATC's Radiation Safety Officer and Chief Quality Control Officer for the WisDOT Laboratory Certification. Jacob will be the direct contact for this contract and will be coordinating the material testing, including concrete, asphalt, soil, base aggregate, and any other testing services needed for the City contract. He will also be attending all meetings that require our attendance as requested by the City. Further, he will also conduct field work involving engineering recommendations and inspections, and on occasion field materials testing, if needed or if immediate testing is requested by the City. Jacob is licensed in the State of Wisconsin as a Professional Engineer.

Henry P. Koch, CET

Senior Engineering Technician

Henry has over 25 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Matt Scriven

Senior Engineering Technician

Matt has over 10 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, concrete coring, and many more. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and aggregate sieve analysis, and many more. Matt is certified to perform all of the field and laboratory testing with the exception of the asphalt mix laboratory testing.

Attachment: BATC Proposal (7759 : Consider Quote for 2019 Materials Testing and Soil Borings.*)

Soil Testing Services – 2019 Construction Season
City of De Pere

Request for Proposal
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Austin Dier, CET
Engineering Technician

Austin has over 5 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

Ethan Bornick, CET
Engineering Technician

Ethan has over 5 years of experience as both a field and laboratory technician. His field experience includes soil subgrade bearing capacity verification, proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Ethan is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

Depending on the schedule for the day and the complexity of the City project, any of the above staff may be sent to the projects. However, a majority of the field testing will be performed by either a Senior Engineering Technician or an Engineering Technician. Further, if the project is complex and requires more extensive testing and observations, either a Senior Engineering Technician or a Staff Engineer would be scheduled to the project because of their experience. If a project would require a recommendation regarding either an alternative construction method or a change in design, a Staff Engineer or a Professional Engineer would be scheduled for that particular case. Only in cases in which the City would need an immediate response to a project, any of the staff personnel could be scheduled to that project to ensure that the required testing is performed, especially if the testing is critical to the project schedule.

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

We understand in some cases project plans change and a quick response is required with very little notice. With our past experience on similar projects, especially working with time critical concrete pours, such as with the Wisconsin Department of Transportation, we recognize that at times the City of De Pere will need an immediate response. As stated previously, BATC takes pride in reliable and timely service. For instance, the office phone is always with the owner and field coordinator, Mr. Franzmeier, day and night, weekdays, and on the weekends. All phone calls for BATC run through one point of contact, ensuring that all scheduling gets to the technicians as quickly and efficiently as possible. If a situation would arise that requires immediate testing in the City of De Pere, a BATC staff member will almost always be there when needed or within a reasonable time limit, day or night, if requested. Also, based on previous year's project locations, we generally have multiple projects in or near the City of De Pere. With this many projects in the area, we will have more flexibility with our schedule and a more timely response if something is not scheduled and work needs to be performed. Typically, if Saturday work is expected for an upcoming weekend, we would ask to have a curtesy call prior to Friday to inform us. We understand that sometimes weekend work is unexpected and is usually last minute scheduling by the contractor, which we can typically accommodate.

4.2 BATC Approach

BATC's primary goal is to provide affordable quality control while emphasizing safety and team work. We have experience in almost all facets of the construction project, from soil assessments in the geotechnical phase to inspecting and testing construction materials during the construction phase. BATC, as a part of your construction team, is committed to the success of your projects. One of our goals as a smaller company is to achieve exceptional quality control on each project to ensure our client's satisfaction. We will assist both the project engineer and project inspector in the scheduling and management of the quality control by being proactive and we will be

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available anytime for questions you may have before, during, and after the completion of the project. Our success depends on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

5.0 PREVIOUS PROJECTS

BATC has performed construction materials testing on a wide variety of projects throughout the state in recent years. The following is a list of recent projects of similar nature that BATC was contracted to perform, a brief description of the services performed, and references for each of the contracts:

- 2011 and 2016 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin
BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.
Contracting Party: City of De Pere
Project Contact: Chase K. Kuffel
Contact Number: 920-339-4060
- Titletown Development Phase I, Green Bay, Wisconsin
BATC performed all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, and construction observations.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780

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- Titletown – Bellin Clinic, Ashwaubenon, Wisconsin
BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780
- City of Kaukauna – Project 1-17, Kaukauna, Wisconsin
BATC performed the construction materials testing contract for the City of Kaukauna Project 1-17, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.
Contracting Party: Vinton Construction Company
Project Contact: Ron Raboine
Contact Number: 920-682-0375
- Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin
BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.
Contracting Party: Peters Concrete Company
Project Contact: Brian Bartels
Contact Number: 920-494-3700
- Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin
BATC is currently performing all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
Contracting Party: Aurora Baycare Medical Center
Project Contact: Barbara Johnson
Contact Number: 920-288-4033

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- Agropur Expansion and Renovations, Luxemburg and Weyauwega, Wisconsin
BATC performed all inspections and testing for the general contractor on the cheese plant expansions and renovations including building additions, parking lot expansions, and wastewater treatment plant construction including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780

- Belmark Building Additions and Expansions on Multiple Buildings, De Pere, Wisconsin
BATC performed all inspections and testing for the general contractor on multiple building and parking lot expansions to the plant including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: The Boldt Company
Project Contact: Tony Meeuwsen
Contact Number: 920-450-3255

- Appleton Medical Center Hybrid OR Expansion, Appleton, Wisconsin
BATC performed all inspections and testing for the general contractor on a hospital building expansion including, but not limited to: soil subgrade bearing capacity verification, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, sprayed applied fireproof testing, reinforcing steel observations, and construction observations.
Contracting Party: The Boldt Company
Project Contact: Matt Peterson
Contact Number: 920-225-6259

- Wrightstown Water Transmission Main Project, Brown County, Wisconsin
BATC is currently performing testing for the general contractor on a water transmission main project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
Contracting Party: Carl Bowers and Sons Construction
Project Contact: Bill Bowers
Contact Number: 920-419-4950

Attachment: BATC Proposal (7759 : Consider Quote for 2019 Materials Testing and Soil Borings.*)

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6.0 FEE SCHEDULE

BATC FEE SCHEDULE 2019

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	\$60.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	\$110.00/Each
3.	Moisture Content of Soils (ASTM D2216)	\$7.50/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	\$40.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	\$45.00/Each
6.	Standard Proctor Test (ASTM D698)	\$105.00/Each
7.	Modified Proctor Test (ASTM D1557)	\$115.00/Each
8.	Hydrometer Test (ASTM D422)	\$70.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	\$170.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	\$225.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	\$275.00/Each
12.	Organic Content of Soils (D2974)	\$40.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	\$30.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	\$25.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	\$30.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	\$150.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	\$270.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	\$240.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	\$65.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	\$65.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	\$60.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	\$140.00/Test
23.	Visual Examination of Chert in Aggregate	\$25.00/Test

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	\$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	\$80.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	\$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	\$12.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$38.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$18.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$5.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$20.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$8.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$9.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$40.00/Each
35.	Case of Cylinder Molds	\$28.00/Case
36.	Mileage	\$0.25/Mile
37.	Nuclear Gauge Rental	\$25.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½ day: \$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$16.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

Attachment: BATC Proposal (7759 : Consider Quote for 2019 Materials Testing and Soil Borings.*)

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Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	\$80.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	\$60.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	\$44.00/hour
45.	Matt Scriven, Senior Engineering Technician	\$44.00/hour
47.	Austin Dier, Engineer Technician	\$35.00/hour
48.	Ethan Bornick, Engineer Technician	\$35.00/hour
49.	Engineering Technician, Full-time	\$35.00/hour
50.	Administrative Assistant	\$30.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2019 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

Attachment: BATC Proposal (7759 : Consider Quote for 2019 Materials Testing and Soil Borings.*)

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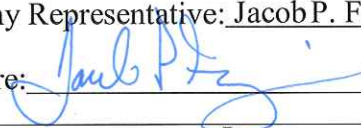
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	60.00	Per hour
Project Engineer	80.00	Per hour
Staff Engineer	60.00	Per hour
Field Technician		
Senior Technician	44.00	Per hour
Technician	35.00	Per hour
Clerical	30.00	Per hour
Mileage	0.25	Per mile
Laboratory Testing Services		
Standard Proctor	105.00	Per each
Modified Proctor	115.00	Per each
Concrete Compression Test (Cylinder by Company)	12.00	Per each
Concrete Compression Test (Cylinder by City)	12.00	Per each
Handling of Backup Cylinders	5.00	Per each
Aggregate Sieve Analysis	60.00	Per each
Atterberg Limits	45.00	Per each
Permeability, Granular Soils	225.00	Per each
Permeability, Cohesive Soils	275.00	Per each
Field Technician Services		
Sample Pickup	50.00	Per each
Support Vehicle	0.25	Per mile
Nuclear Density Gauge	25.00	Per ½ day
Nuclear Density Gauge	40.00	Per day
Soil Boring		
Mobilization	N/A	Per each
Soil Boring	N/A	Per vertical foot
Report	N/A	Per each

Attachment: BATC Proposal (7759 : Consider Quote for 2019 Materials Testing and Soil Borings.*)

Professional Service Industries, Inc.
3009 Vandenbroek Road
Kaukauna, Wisconsin 54130
Phone: (920)-735-1200
Fax: (920) -735-1840

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

Re: Proposal for Construction Material Testing Services
Proposed Soil Testing Services – 2019 Construction
De Pere, Wisconsin

Dear Mr. Kuffel,

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

Project Description

It is understood that the 2019 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlays, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb and gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

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

Earthwork

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



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

Concrete Observations and Testing

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

Fees

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

Closing

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

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



Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy

Patrick Bray
Branch Manager

Electronic Copy

Andrew Larsen
Project Manager

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

Attachment: PSI Proposal - 264656 City of De Pere (7759 : Consider Quote for 2019 Materials Testing and Soil Borings.*)

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS _____ DAY OF _____ , 2018
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

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

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

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandebroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$75.00	Per hour
Project Engineer	\$85.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$42.00	Per hour
Technician	\$37.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.50	Per mile
Laboratory Testing Services		
Standard Proctor	\$125.00	Per each
Modified Proctor	\$150.00	Per each
Concrete Compression Test (Cylinder by Company)	\$14.00	Per each
Concrete Compression Test (Cylinder by City)	\$14.00	Per each
Handling of Backup Cylinders	\$14.00	Per each
Aggregate Sieve Analysis	\$50.00	Per each
Atterberg Limits	\$75.00	Per each
Permeability, Granular Soils	\$275.00	Per each
Permeability, Cohesive Soils	\$325.00	Per each
Field Technician Services		
Sample Pickup	\$37.00	Per each
Support Vehicle	\$0.50	Per mile
Nuclear Density Gauge	\$20.00	Per ½ day
Nuclear Density Gauge	\$40.00	Per day
Soil Boring		
Mobilization	\$500.00	Per each
Soil Boring	\$13.95	Per vertical foot
Report	\$1,000.00	Per each

Attachment: PSI Proposal - 264656 City of De Pere (7759 : Consider Quote for 2019 Materials Testing and Soil Borings.*)



GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

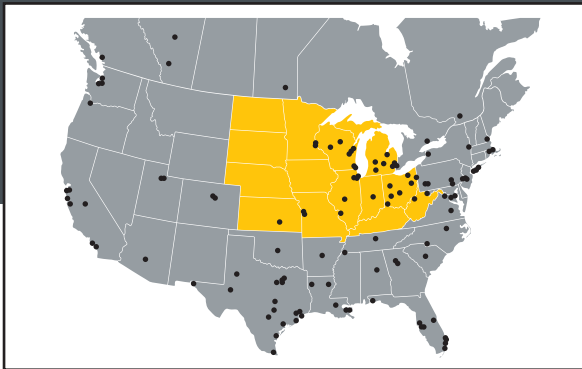
18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

B-900-11(14)

9/17

BUILDING & CONSTRUCTION CENTRAL REGION

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FOR THE BUILT ENVIRONMENT



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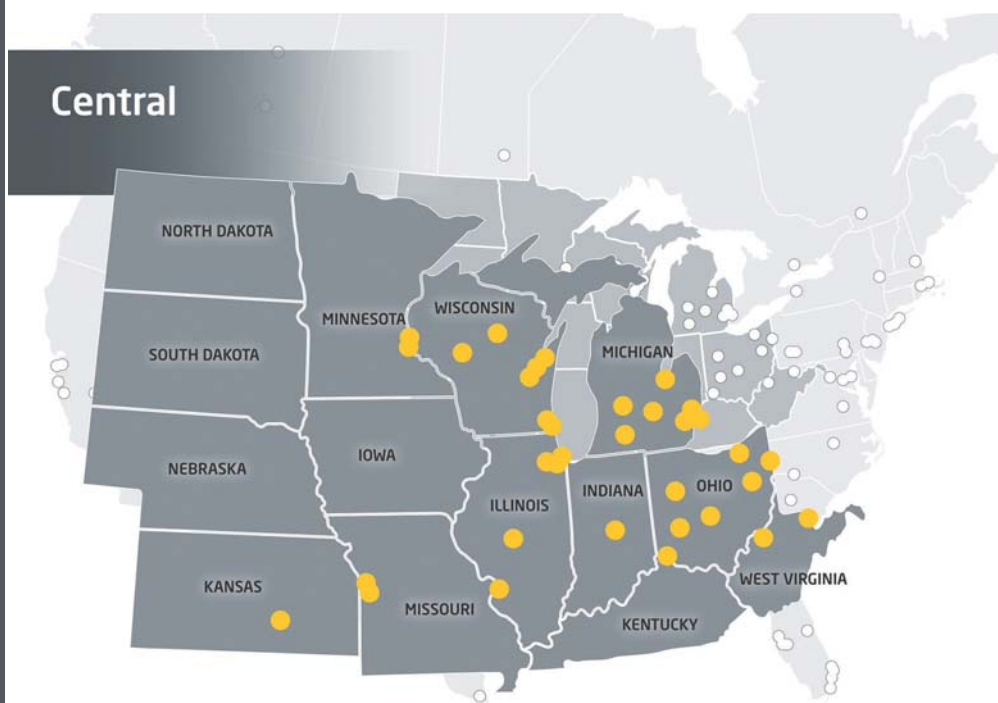


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Central



Our services include:

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

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

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

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

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

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

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

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

Built on legacy

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



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ECS MIDWEST, LLC
"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

December 20, 2018

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

ECS Proposal No: 59:1290

Re: 2019 Soil Testing Services
 City of De Pere, Wisconsin

Mr. Kuffel:

ECS Midwest, LLC appreciates the opportunity to develop our relationship with the City of De Pere by providing geotechnical engineering and construction materials consulting services to support your 2019 projects. We feel ECS has the requisite capabilities, knowledge, and resources to successfully perform the City of De Pere's geotechnical and construction materials consulting services. By choosing ECS to perform consulting services for your projects in 2019, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

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

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

Respectfully submitted,

Troy Vetort, P.E.
 Construction Materials Department Manager

Attachment: ECS Proposal - 1290 - City of De Pere - 2019 Soil Testing Services (7759 : Consider Quote for 2019 Materials Testing and Soil

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Troy Vetort

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$62.00	Per hour
Project Engineer	\$95.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$37.00	Per hour
Technician	\$37.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.58	Per mile
Laboratory Testing Services		
Standard Proctor	\$117.50	Per each
Modified Proctor	\$117.50	Per each
Concrete Compression Test (Cylinder by Company)	\$10.50	Per each
Concrete Compression Test (Cylinder by City)	\$10.50	Per each
Handling of Backup Cylinders	\$10.50	Per each
Aggregate Sieve Analysis	\$52.00	Per each
Atterberg Limits	\$45.00	Per each
Permeability, Granular Soils	\$245.00	Per each
Permeability, Cohesive Soils	\$295.00	Per each
Field Technician Services		
Sample Pickup	\$75.00	Per each
Support Vehicle	\$0.58	Per mile
Nuclear Density Gauge	\$32.00	Per ½ day
Nuclear Density Gauge	\$32.00	Per day
Soil Boring		
Mobilization	\$212.00	Per each
Soil Boring	\$12.75	Per vertical foot
Report	\$900.00	Per each

ECS MIDWEST, LLC

TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and improvements during the performance of its Services. CLIENT understands that use of exploration, boring, sampling, or testing equipment may cause minor, common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information well as information readily and customarily available from public utility local services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless otherwise arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples, sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT's written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affecting contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious stratum, or other hydrous body not previously contaminated, or connects uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS can know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subcontractants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.
- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount

shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of Consumer Price Index (CPI-U) for all items as established by www.bls.gov when CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of E invoices, and that timely payment is a material consideration for this agreement. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-(1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoice amount in dispute. All payments will be applied to accrued interest first and then the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT, or any other event unrelated to ECS provision of Services. Retainage shall be withheld from any payment, nor shall any deduction be made from any invoice account of penalty, liquidated damages, or other sums incurred by CLIENT. CLIENT agrees that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due to ECS, or in executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of the Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS is not responsible for the correction of any deficiency attributable to CLIENT furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and consultants maintain Workers Compensation insurance, and that ECS is covered by general liability automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. CLIENT is responsible for requesting specific inclusions or limits of coverage that are present in ECS insurance package. The cost of such inclusions or coverage increase available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURY DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage

or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to

the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of or in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives

the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, or payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedule and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under any circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the success assigns, heirs and legal representatives of such other party with respect to all covenants and these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization or other service acknowledgement forms, are inapplicable and superseded by the Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start-up authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound by the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the service of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 7, 2019

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider 2019 Storm Lateral Assessment Charge - Residential

ATTACHMENTS:

- CI_BOPW-2019_Storm_Lateral Assessment-Calc-Residential (DOCX)
- CI_BOPW-2019_Storm Assessment_Calc (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: January 7, 2019
Subject: Consider 2019 Storm Lateral Assessment Charge - Residential

The purpose for this item is to establish the special assessment cost for storm main and laterals installed in 2019 in existing residential areas.

Background

In 2014, Section 13.7 (d) of the Municipal Code was updated for the assessment of new storm sewer and storm lateral provided to residential properties in developed areas.

Based on the Municipal Code, the assessment will be presented to the Board of Public Works each year. The cost for the storm assessment will be based on the previous three year's construction cost for storm sewer and appurtenances on a weighted average for the cost and amount installed on applicable projects. The assessment will be based on the following charges:

- a. 100% of the storm lateral cost will be included in the assessment. This includes the lateral piping and connection to the storm sewer main. The lateral piping cost will be based on an average 30 foot long storm sewer lateral length.
- b. 20% of the storm sewer main will be included in the assessment. The remaining 80% of the storm sewer main will be charged to the storm water utility. Storm sewer main cost will be based on the following:
 - i. 12 inch diameter storm sewer main.
 - ii. Four foot diameter manholes with an average depth of five feet and a spacing of 300 feet.
 - iii. Average lot width of 60 feet.

Staff has reviewed the cost of storm sewer main and laterals for projects in existing developed areas over the last three years. The calculations have been attached. Based on the calculations the special assessment rate for 2019 in existing residential areas is as follows:

- Storm Lateral Assessment - \$1,621.19 per each
- Storm Main Assessment - \$371.66 per parcel

Recommendation

Staff recommends approval of the 2019 storm assessment for existing residential areas as follows:

- Storm Lateral Assessment - \$1,621.19 per each
- Storm Main Assessment - \$371.66 per parcel
- Total for Lateral and Main Assessment - \$1,992.85

Attachments:

- Storm Sewer Cost – 2019 – Residential (PDF)

2019 Storm Sewer Cost Evaluation - Residential
Summary Based on 2016-2018 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 12/19/2018

Storm Mainline Cost

Item Description	Cost Per LF	Comment
12" Storm Sewer Main	\$45.51	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$6.10	
Mainline Cost Per Street Foot	\$51.61	60 foot wide lot Remaining 80% funded by Storm Water Utility
Cost Per Side of Street	\$25.81	
Cost Per Lot	\$1,548.60	
Assessable Amount (20%)	\$309.72	
Engineering and Administration (20%)	\$61.94	
Total Mainline Costs	\$371.66	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,167.00	30 foot average length. Some laterals will be connected to inlets.
Storm Wye Cost	\$183.99	
Assessable Amount (100%)	\$1,350.99	
Engineering and Administration (20%)	\$270.20	
Total Lateral Costs	\$1,621.19	

Total Cost

Mainline	\$371.66
Storm Lateral	\$1,621.19
Total Cost	\$1,992.85

Storm Sewer Cost Evaluation - Residential
Summary Based on 2016-2018 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 12/19/2018

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-06	Provide 12" PVC Storm Sewer	LF	609.0	\$45.00	\$27,405.00	
16-07	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	119.0	\$62.00	\$7,378.00	
17-01	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	478.5	\$47.00	\$22,489.50	
17-02	ST-03	Provide 12" PVC or RCP Class III Storm Sewer	LF	1554.5	\$38.00	\$59,071.00	
17-07	ST-02	Remove and Replace 12" PVC or RCP CL III Storm Sewer	LF	91.0	\$36.00	\$3,276.00	
18-01	ST-03	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	1248.0	\$50.00	\$62,400.00	
18-01	ST-06	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	59.3	\$51.00	\$3,024.30	
18-02	ST-06	Provide 12" PVC or RCP Class III	LF	313.0	\$52.76	\$16,513.88	
18-11	ST-04	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	117.5	\$58.00	\$6,815.00	
18-11	ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer (Natural Backfill)	LF	86.0	\$48.00	\$4,128.00	
18-11	ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	24.0	\$58.00	\$1,392.00	
Total				4699.8		\$213,892.68	
Average Cost Per Foot						\$45.51	

Attachment: CI_BOPW-2019_Storm Assessment_Calc (7761 : Consider 2019 Storm Lateral Assessment Charge - Residential)

Storm Sewer Cost Evaluation - Residential
Summary Based on 2016-2018 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 12/19/2018

Lateral Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-17	Provide 6" PVC Storm Sewer Lateral	LF	3053.0	\$42.00	\$128,226.00	
16-07	ST-04	Provide 6" PVC Storm Sewer	LF	187.0	\$41.00	\$7,667.00	
17-01	ST-06	Provide 6" PVC Storm Sewer Lateral	LF	2463.3	\$38.00	\$93,605.40	
17-02	ST-05	Provide 6" Storm Sewer Lateral	LF	1564.2	\$39.50	\$61,785.90	
18-01	ST-08	Provide 6" PVC Storm Sewer Lateral	LF	1049.0	\$34.00	\$35,666.00	
18-02	ST-09	Provide 6" PVC Storm Sewer Lateral	LF	529.0	\$33.10	\$17,509.90	
18-07	ST-01	Provide 6" PVC Storm Lateral	LF	108.0	\$35.00	\$3,780.00	
18-11	ST-07	Provide 6" PVC Storm Sewer Lateral	LF	3	\$51.00	\$153.00	
Total				8956.5		\$348,393.20	
Average Cost Per Foot						\$38.90	
Average Cost per Lot at 30 Feet of Lateral (100% to Resident)						\$1,167.00	Average length of lateral is based on a 60 foot right of way and several laterals being connected to inlets.

Storm Wye Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-10	Provide 6" Connection (Core or Tee) to 36" Storm Sewer	EA	14	\$200.00	\$2,800.00	
16-02	ST-11	Provide 6" Connection (Core or Tee) to 24" Storm Sewer	EA	14	\$200.00	\$2,800.00	
16-02	ST-12	Provide 6" Connection (Core or Tee) to Existing Storm Sewer on Eighth Street.	EA	15	\$200.00	\$3,000.00	
16-02	ST-13	Provide Storm Tee 15"x6"	EA	12	\$300.00	\$3,600.00	
16-02	ST-14	Provide Storm Tee 12"x6"	EA	9	\$200.00	\$1,800.00	
17-01	ST-07	Provide 12"x6" Storm Tee	EA	7	\$75.00	\$525.00	
17-01	ST-08	Provide 8"x6" Storm Tee	EA	20	\$50.00	\$1,000.00	
17-02	ST-06	Provide Storm Branch 18"x6"	EA	7	\$350.00	\$2,450.00	
17-02	ST-07	Provide Storm Branch 15"x6"	EA	22	\$190.00	\$4,180.00	
17-02	ST-08	Provide Storm Branch 12"x6"	EA	17	\$110.00	\$1,870.00	
17-02	ST-09	Provide Storm Branch 8"x6"	EA	3	\$55.00	\$165.00	
18-01	ST-10	Provide 12"x6" Storm Branch or Inserta Tee	EA	28	\$165.00	\$4,620.00	
18-02	ST-11	Provide 30"x6" Storm Sewer Branch or Inserta Tee	EA	5	\$279.27	\$1,396.35	
18-02	ST-12	Provide 24"x6" Storm Sewer Branch or Inserta Tee	EA	5	\$306.03	\$1,530.15	
18-02	ST-13	Provide 21"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-14	Provide 18"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-15	Provide 15"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-16	Provide 12"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$309.06	\$618.12	
18-11	ST-08	Provide 12"x6" Storm Branch or Inserta Tee	EA	1	\$300.00	\$300.00	
Total				187		\$34,405.96	
Average Cost Per Wye						\$183.99	

Attachment: CI_BOPW-2019_Storm Assessment_Calc (7761 : Consider 2019 Storm Lateral Assessment Charge - Residential)

Storm Sewer Cost Evaluation - Residential
Summary Based on 2016-2018 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 12/19/2018

Storm Sewer Manhole							
Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	73.74	\$275.00	\$20,278.50	
16-07	ST-07	Remove and Replace 4' Diameter Storm Manhole	VF	24.96	\$490.00	\$12,230.40	
17-01	ST-10	Remove and Replace 4' Diameter Storm Manhole	VF	26.80	\$365.00	\$9,782.00	
17-01	ST-12	Provide 4' Diameter Storm Manhole	VF	31.40	\$350.00	\$10,990.00	
17-02	ST-12	Provide 4' Diameter Storm Manhole	VF	96.20	\$310.00	\$29,822.00	
17-07	ST-06	Remove and Replace 4' Diameter Storm Manhole	VF	4.10	\$600.00	\$2,460.00	
18-01	ST-13	Provide 4' Diameter Storm Manhole	VF	32.48	\$507.00	\$16,467.36	
18-01	ST-16	Remove and Replace 4' Diameter Storm Manhole	VF	5.20	\$450.00	\$2,340.00	
18-02	ST-18	Provide 4' Diameter Storm Manhole	VF	91.23	\$401.41	\$36,620.63	
18-11	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	3.80	\$435.00	\$1,653.00	
18-11	ST-10	Provide 4' Diameter Storm Manhole	VF	11.90	\$365.00	\$4,343.50	
Total				401.81		\$146,987.39	
Cost Per Foot						\$365.81	
Cost for a 5 foot Deep Manhole						\$1,829.05	
Average Per Foot Cost with a 300 Foot Spacing						\$6.10	



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 7, 2019

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider 2019 Storm Lateral Assessment Charge - Existing Non-Residential Properties.

ATTACHMENTS:

- CI_BOPW-2018_Storm_Lateral Assessment-Calc_Non-Residential (DOCX)
- CI_BOPW-2018_Storm_Lateral Assessment - Non-Residential (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: January 7, 2019
Subject: Consider 2019 Storm Lateral Assessment Charge – Existing Non-Residential Properties

The purpose for this item is to establish the special assessment cost for storm main and laterals installed in 2019 in existing non-residential areas.

Background

In 2016, Section 13.7 (d) of the Municipal Code was updated for the assessment of new storm sewer and storm lateral provided to commercial properties in developed areas.

Based on the Code, the assessment will be presented to the Board of Public Works each year. The cost for the storm assessment will be based on the previous three year's construction cost for storm sewer and appurtenances on a weighted average for the cost and amount installed on applicable projects. The assessment will be based on the following charges:

- a. 100% of the storm lateral cost will be included in the assessment. This includes the lateral piping and connection to the storm sewer main. The lateral piping cost will be based on an average 35 foot long storm sewer lateral length.
- b. 20% of the storm sewer main will be included in the assessment. The remaining 80% of the storm sewer main will be charged to the storm water utility. Storm sewer main cost will be based on the following:
 - i. 18 inch diameter storm sewer main.
 - ii. Four foot diameter manholes with an average depth of five feet and a spacing of 300 feet.

Staff has reviewed the cost of storm sewer main and laterals for projects in existing developed areas over the last four years. The calculations have been attached. Based on the calculations the special assessment rate for 2019 in existing commercial areas is as follows:

- Storm Main Assessment - \$7.22 per foot of parcel frontage
- Storm Lateral Assessment – 6” – \$1,852.20 per each
- Storm Lateral Assessment – 8” – \$1,860.51 per each
- Storm Lateral Assessment – 12” – \$2,136.87 per each

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

Recommendation

Staff recommends approval of the 2019 storm assessment for existing commercial areas as follows:

- Storm Main Assessment - \$7.22 per foot of parcel frontage
- Storm Lateral Assessment – 6” – \$1,852.20 per each
- Storm Lateral Assessment – 8” – \$1,860.51 per each
- Storm Lateral Assessment – 12” – \$2,136.87 per each

Attachments

- CI_Calc_StormSewerCost_2019_Non-Residential (PDF)

Schedule C
2019 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to
Two Units per Building
Summary Based on 2016-2018 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 12/19/2018

Storm Mainline Cost

Item Description	Cost Per LF	Comment
18" Storm Sewer Main	\$54.09	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$6.10	
Mainline Cost Per Street Foot	\$60.19	Remaining 80% funded by Storm Water Utility
Cost Per Side of Street	\$30.10	
Assessable Amount (20%)	\$6.02	
Engineering and Administration (20%)	\$1.20	
Total Mainline Cost Per Front Lot Foot	\$7.22	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,361.50	35 foot average length.
Storm Wye Cost	\$182.00	
Assessable Amount (100%)	\$1,543.50	
Engineering and Administration (20%)	\$308.70	
Total Lateral Costs	\$1,852.20	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
8" Storm Lateral	\$1,392.30	35 foot average length.
Storm Wye Cost (Core)	\$158.12	
Assessable Amount (100%)	\$1,550.42	
Engineering and Administration (20%)	\$310.08	
Total Lateral Costs	\$1,860.51	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
12" Storm Lateral	\$1,622.60	35 foot average length.
Storm Wye Cost (Core)	\$158.12	
Assessable Amount (100%)	\$1,780.72	
Engineering and Administration (20%)	\$356.14	
Total Lateral Costs	\$2,136.87	

Schedule B

**2019 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2016-2018 Asphalt Reconstruction and Resurfacing Projects.**

City of De Pere

Date: 12/19/2018

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
17-02	ST-01	Provide 18" PVC or RCP Class III Storm Sewer	LF	389.0	\$55.00	\$21,395.00	
18-02	ST-04	Provide 18" PVC, RCP Class III, or PP Storm Sewer	LF	260.0	\$52.74	\$13,712.40	
Total				649.0		\$35,107.40	
Average Cost Per Foot						\$54.09	

Schedule B
2019 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2016-2018 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 12/19/2018

Storm Sewer Manhole						
Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total
16-02	ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	73.74	\$275.00	\$20,278.50
16-07	ST-07	Remove and Replace 4' Diameter Storm Manhole	VF	24.96	\$490.00	\$12,230.40
17-01	ST-10	Remove and Replace 4' Diameter Storm Manhole	VF	26.80	\$365.00	\$9,782.00
17-01	ST-12	Provide 4' Diameter Storm Manhole	VF	31.40	\$350.00	\$10,990.00
17-02	ST-12	Provide 4' Diameter Storm Manhole	VF	96.20	\$310.00	\$29,822.00
17-07	ST-06	Remove and Replace 4' Diameter Storm Manhole	VF	4.10	\$600.00	\$2,460.00
18-01	ST-13	Provide 4' Diameter Storm Manhole	VF	32.48	\$507.00	\$16,467.36
18-01	ST-16	Remove and Replace 4' Diameter Storm Manhole	VF	5.20	\$450.00	\$2,340.00
18-02	ST-18	Provide 4' Diameter Storm Manhole	VF	91.23	\$401.41	\$36,620.63
18-11	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	3.80	\$435.00	\$1,653.00
18-11	ST-10	Provide 4' Diameter Storm Manhole	VF	11.90	\$365.00	\$4,343.50
Total				401.81		\$146,987.39
Cost Per Vertical Foot						\$365.81
Cost for a 5 foot Deep Manhole						\$1,829.05
Average Per Foot Cost with a 300 Foot Spacing						\$6.10

Schedule B
2019 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2016-2018 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 12/19/2018

Lateral Cost**Lateral 6"**

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-17	Provide 6" PVC Storm Sewer Lateral	LF	3,053.0	\$42.00	\$128,226.00	
16-07	ST-04	Provide 6" PVC Storm Sewer	LF	187.0	\$41.00	\$7,667.00	
17-01	ST-06	Provide 6" PVC Storm Sewer Lateral	LF	2,463.3	\$38.00	\$93,605.40	
17-02	ST-05	Provide 6" Storm Sewer Lateral	LF	1,564.2	\$39.50	\$61,785.90	
18-01	ST-08	Provide 6" Storm Sewer Lateral	LF	1,049.0	\$34.00	\$35,666.00	
18-02	ST-09	Provide 6" PVC Storm Sewer Lateral	LF	529.0	\$33.10	\$17,509.90	
18-07	ST-01	Provide 6" PVC Storm Sewer Lateral	LF	108.0	\$35.00	\$3,780.00	
18-11	ST-07	Provide 6" PVC Storm Sewer Lateral	LF	3.0	\$51.00	\$153.00	
Total				8,956.5		\$348,393.20	Average length of lateral is based on a 70 foot right of way.
Average Cost Per Foot						\$38.90	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						\$1,361.50	

Lateral 8"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-08	Provide 8" PVC Storm Sewer	LF	541.0	\$42.00	\$22,722.00	
16-07	ST-03	Provide 8" PVC Storm Sewer	LF	266.0	\$39.00	\$10,374.00	
17-01	ST-05	Provide 8" PVC Storm Sewer	LF	1,040.5	\$40.00	\$41,620.00	
17-02	ST-04	Provide 8" PVC Storm Sewer	LF	190.0	\$34.00	\$6,460.00	
18-02	ST-07	Provide 8" PVC Storm Sewer	LF	53.0	\$36.85	\$1,953.05	
18-02	ST-08	Provide 8" PVC Storm Sewer Lateral	LF	48.0	\$40.40	\$1,939.20	
Total				2,138.5		\$85,068.25	Average length of lateral is based on a 70 foot right of way.
Average Cost Per Foot						\$39.78	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						\$1,392.30	

Schedule B
2019 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2016-2018 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 12/19/2018

Lateral Cost

Lateral 12"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-06	Provide 12" PVC Storm Sewer	LF	609.0	\$45.00	\$27,405.00	
16-07	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	119.0	\$62.00	\$7,378.00	
17-01	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	478.5	\$47.00	\$22,489.50	
17-02	ST-03	Provide 12" PVC or RCP Class III Storm Sewer	LF	1,554.5	\$38.00	\$59,071.00	
17-07	ST-02	Remove and Replace 12" PVC or RCP CL III Storm Sewer	LF	91.0	\$36.00	\$3,276.00	
18-01	ST-03	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	1,248.0	\$50.00	\$62,400.00	
18-01	ST-06	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	59.3	\$51.00	\$3,024.30	
18-02	ST-06	Provide 12" PVC or RCP Class III Storm Sewer	LF	936.0	\$52.76	\$49,383.36	
18-11	ST-04	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	117.5	\$58.00	\$6,815.00	
18-11	ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer (Natural Backfill)	LF	86.0	\$48.00	\$4,128.00	
18-11	ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	24.0	\$58.00	\$1,392.00	
Total				5,322.8		\$246,762.16	
Average Cost Per Foot						\$46.36	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						\$1,622.60	Average length of lateral is based on a 70 foot right of way.

Schedule B
2019 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2016-2018 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 12/19/2018

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

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
16-02	ST-10	Provide 6" Connection (Core or Tee) to 36" Storm Sewer	EA	14	\$200.00	\$2,800.00	
16-02	ST-11	Provide 6" Connection (Core or Tee) to 24" Storm Sewer	EA	14	\$200.00	\$2,800.00	
16-02	ST-12	Provide 6" Connection (Core or Tee) to Existing Storm Sewer on Eighth Street.	EA	15	\$200.00	\$3,000.00	
16-02	ST-13	Provide Storm Tee 15"x6"	EA	12	\$300.00	\$3,600.00	
16-02	ST-14	Provide Storm Tee 12"x6"	EA	9	\$200.00	\$1,800.00	
17-01	ST-07	Provide 12"x6" Storm Tee	EA	7	\$75.00	\$525.00	
17-01	ST-08	Provide 8"x6" Storm Tee	EA	20	\$50.00	\$1,000.00	
17-02	ST-06	Provide Storm Branch 18"x6"	EA	7	\$350.00	\$2,450.00	
17-02	ST-07	Provide Storm Branch 15"x6"	EA	22	\$190.00	\$4,180.00	
17-02	ST-08	Provide Storm Branch 12"x6"	EA	17	\$110.00	\$1,870.00	
17-02	ST-09	Provide Storm Branch 8"x6"	EA	3	\$55.00	\$165.00	
18-01	ST-10	Provide 12"x6" Storm Branch or Inserta Tee	EA	28	\$165.00	\$4,620.00	
18-02	ST-11	Provide 30"x6" Storm Sewer Branch or Inserta Tee	EA	5	\$279.27	\$1,396.35	
18-02	ST-12	Provide 24"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$306.03	\$612.06	
18-02	ST-13	Provide 21"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-14	Provide 18"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-15	Provide 15"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$291.89	\$583.78	
18-02	ST-16	Provide 12"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$309.06	\$618.12	
18-11	ST-08	Provide 12"x6" Storm Branch or Inserta Tee	EA	1	\$300.00	\$300.00	
Total				184		\$33,487.87	
Average Cost Per Wye						\$182.00	

Core Storm Tee Cost (8" & 12")

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



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 7, 2019

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider Proposed Easements - Project 19-09*

ATTACHMENTS:

- CI_BOPW-Proposed Easement - Project 19-09 (DOC)
- humana_exhibit_legal (PDF)
- VHC_exhibit_legal (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: January 7, 2019
Subject: Proposed Easements – Project 19-09*

Staff is preparing to upgrade/modify the pond outlets for the Southwest Business Park and Honeysuckle Ponds as part of Project 19-09, Pond and Drainage System Construction. Two easements are required for this work, with one extending from the Southwest Business Park Pond to the Honeysuckle Pond and the second easement just west of Lawrence Drive. The impacted parcels are:

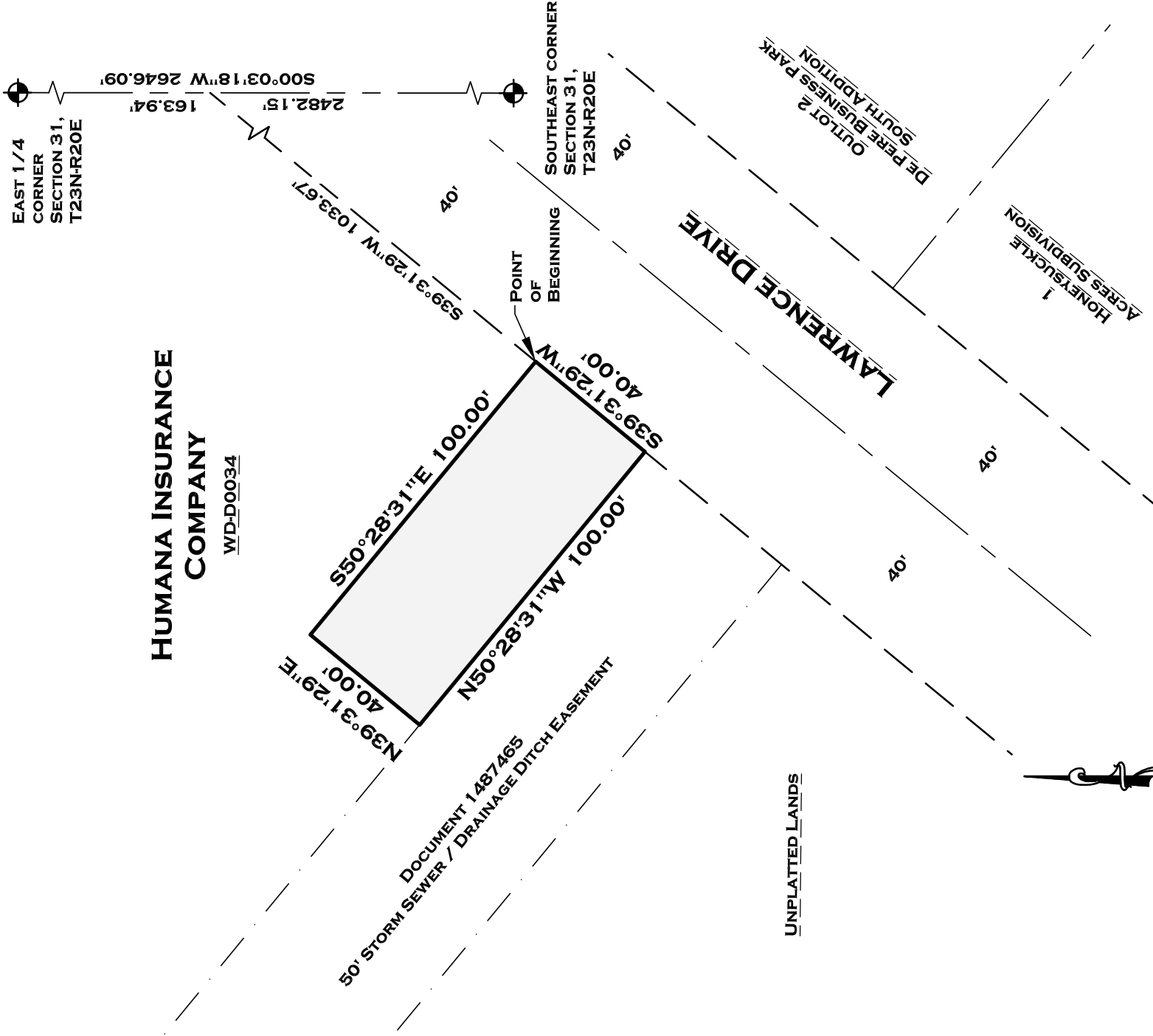
- Parcel WD-1046 (VHC Inc.)
- Parcel WD-D0034 (Humana Insurance Company)

This work has been budgeted for 2019

Staff recommends approving the acceptance of the two easements after we receive signatures from the property owners.

Attachment: CI_BOPW-Proposed Easement - Project 19-09 (7767 : Consider Proposed Easements - Project 19-09*)

EXHIBIT A



SCALE: 1" = 40'



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: WWW.RELEINC.COM PHONE:(920) 662-9641
FAX:(920) 662-9141
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All that part of the Grantor's property located in the Northeast 1/4 of the Southeast 1/4 of Section 31, T23N-R20E, in the City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the East 1/4 corner of Section 31, T23N-R20E;

thence S00°03'18"W, 163.94 feet on the east line of the northeast 1/4 of the southeast 1/4 of said Section 19 to the northwesterly right of way of Lawrence Drive;

thence S39°31'29"W, 1033.67 feet on said northwesterly right of way to the **POINT OF BEGINNING**;

thence continuing S39°31'29"W, 40.00 feet on said northwesterly right of way to a northeasterly line of an existing 50' storm sewer and drainage ditch easement as recorded in Document Number 1487465, Brown County Records;

thence N50°28'31"W, 100.00 feet on said northeasterly line;

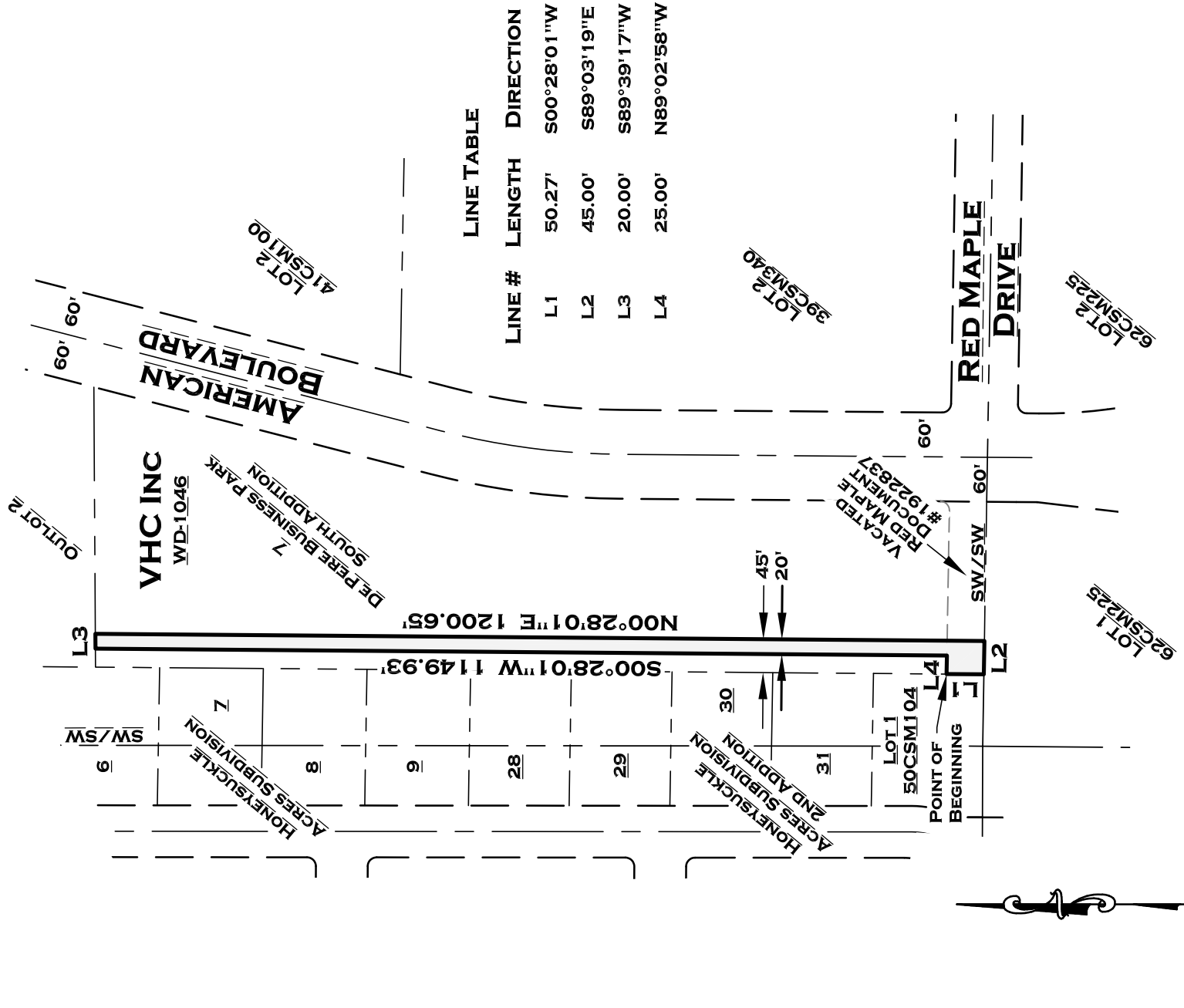
thence N39°31'29"E, 40.00 feet;

thence S50°28'31"E, 100.00 feet to said northwesterly right of way of Lawrence Drive, the Point of Termination

As shown and dimensioned on the attached Exhibit A.

Said described lands (permanent easement) contains 4,000 sq.ft. or 0.092 acres.

EXHIBIT A



SCALE: 1" = 200'



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Attachment: VHC_exhibit_legal (7767 : Consider Proposed Easements - Project 19-09*)

3.5.c

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All that part of the Grantor's property located in Lot 7, De Pere Business Park South Addition, and part of vacated Red Maple Road, recorded in Document Number 1922837, all being located in the Southwest 1/4 of the Southwest 1/4, Section 31, T23N-R20E, in the City of De Pere, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of said Lot 7, De Pere Business Park - South Addition;

thence S00°28'01"W, 50.27 feet on the southerly extension of the westerly line of said Lot 7 to the south line of said southwest 1/4 of the southwest 1/4;

thence S89°03'19"E, 45.00 feet on said south line;

thence N00°28'01"E, 1200.65 feet on a line that is 45.00 feet easterly of and parallel to the westerly line of said Lot 7 to the northerly line thereof;

thence S89°39'17"W, 20.00 feet on said northerly line;

thence S00°28'01"W, 1149.93 feet on a line that is 25.00 feet easterly of and parallel to the westerly line of said Lot 7 to the southerly line thereof;

thence N89°02'58"W, 25.00 feet on said southerly line to the Point of Beginning;

As shown and dimensioned on the attached Exhibit A.

Said described lands (permanent easement) contains 25,265 sq.ft. or 0.580 acres.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 7, 2019

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider Truck Route Signage.*

ATTACHMENTS:

- CI_BOPW_Consider Truck Route Signage-2019-1-7 (DOC)
- Truck_Routes_merged (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: January 7, 2019
Subject: Consider Truck Route Signage*

The City of De Pere enforces heavy truck routes in the City. Truck routes are identified in Section 150-15, Heavy Truck Route, of the municipal code. Staff created a truck route map that was made available on the City's website. Additionally, non-truck route side streets off of a truck route were signed as such.

Staff was recently notified that heavy truck routes are to be signed, versus signing the non-truck route streets off of a heavy truck route. Per the State Statutes:

349.17 Authority of cities, villages and towns to regulate heavy traffic.

(1) Any city, village or town may by ordinance or resolution designate any street or highway under its jurisdiction as a heavy traffic route and designate the type and character of vehicles which may be operated thereon. A city, village or town may restrict or prohibit heavy traffic from using other streets or highways under its jurisdiction except that it may not place such restrictions on streets or highways over which are routed state trunk highways and may not prohibit heavy traffic from using a street or highway for the purpose of obtaining orders for supplies or moving or delivering supplies or commodities to or from any place of business or residence which has an entrance on such street or highway. Whenever a city, village or town designates any street or highway under its jurisdiction as a heavy traffic route, it shall cause appropriate signs to be erected giving notice thereof.

The highlighted section has been interpreted to mean the actual truck route must be appropriately signed.

Staff conducted a survey of what adjacent communities are doing for truck route signage. The summary based on responses is as follows:

Truck Routes with Arrows:

- City of Green Bay – See sample below.



Green Bay Sign

Green Bay marks the truck routes with arrows. The signage is placed to designate local roads that are truck routes. The City does not place signs with truck route arrows for state and county highways because all of these facilities are truck routes.

Street Signs Color Coded for Truck Route:

- Village of Suamico - All truck route village roads or county highways that enter the village have a posted sign reading “Village truck routes are designated by yellow street name signs”. All of our residential street name signs are green. All truck routes have the truck route designated plaques posted at the beginning of the route.
- Village of Ashwaubenon – Color coded signs are used for truck routes. Posted signs are placed at the village limits with the truck route color code description.



Suamico Sign

Does Not Designate Street Routes:

- Village of Howard

Staff Recommendation:

Staff recommends the City adopt the policy of designating City streets as truck routes similar to the City of Green Bay for the following reasons:

- The practice meets the State requirements.
- Less costly at this time than replacing all the street signs.

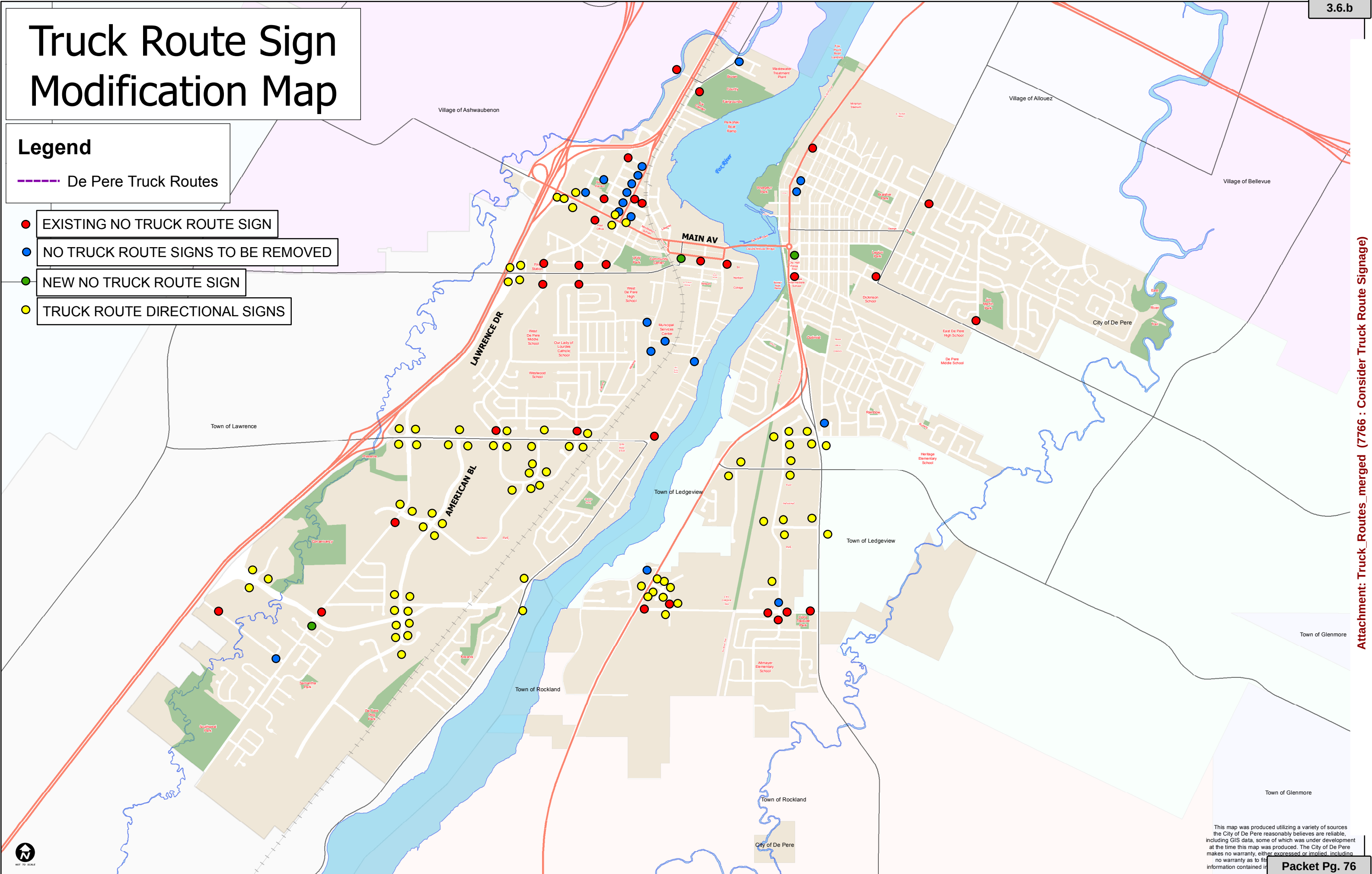
Staff also recommends that the City signage be updated as follows:

- Remove No Truck Route signs from local streets as shown on the attached map.
- Signs will be placed for all City truck routes and for specific State and County intersections where there is a City truck designated street. Details of each intersection are included.

Truck Route Sign Modification Map

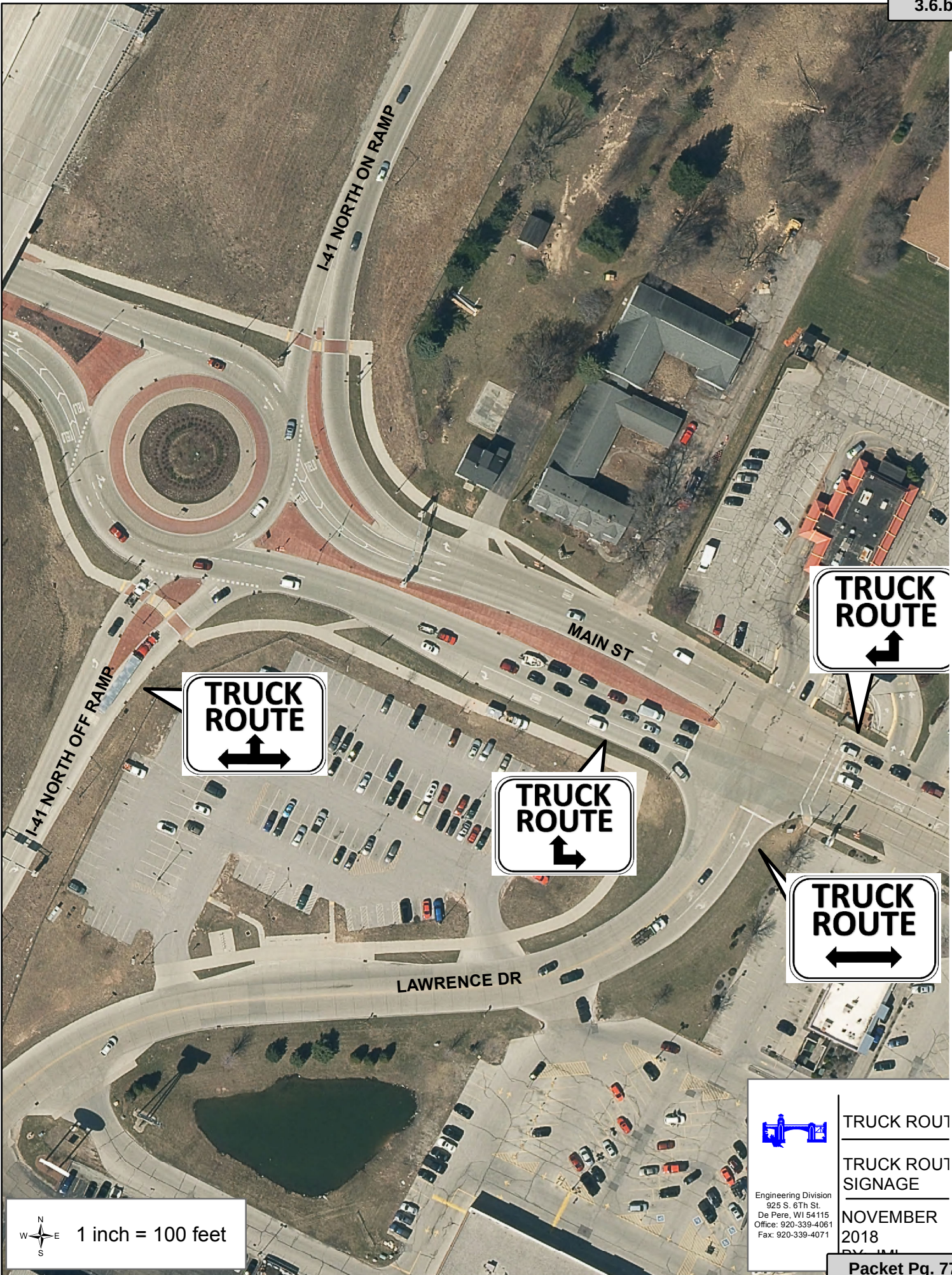
Legend

- De Pere Truck Routes
- EXISTING NO TRUCK ROUTE SIGN
- NO TRUCK ROUTE SIGNS TO BE REMOVED
- NEW NO TRUCK ROUTE SIGN
- TRUCK ROUTE DIRECTIONAL SIGNS



Attachment: Truck_Routes_merged (7766 : Consider Truck Route Signage)

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



Attachment: Truck_Routes_merged (7766 : Consider Truck Route Signage)

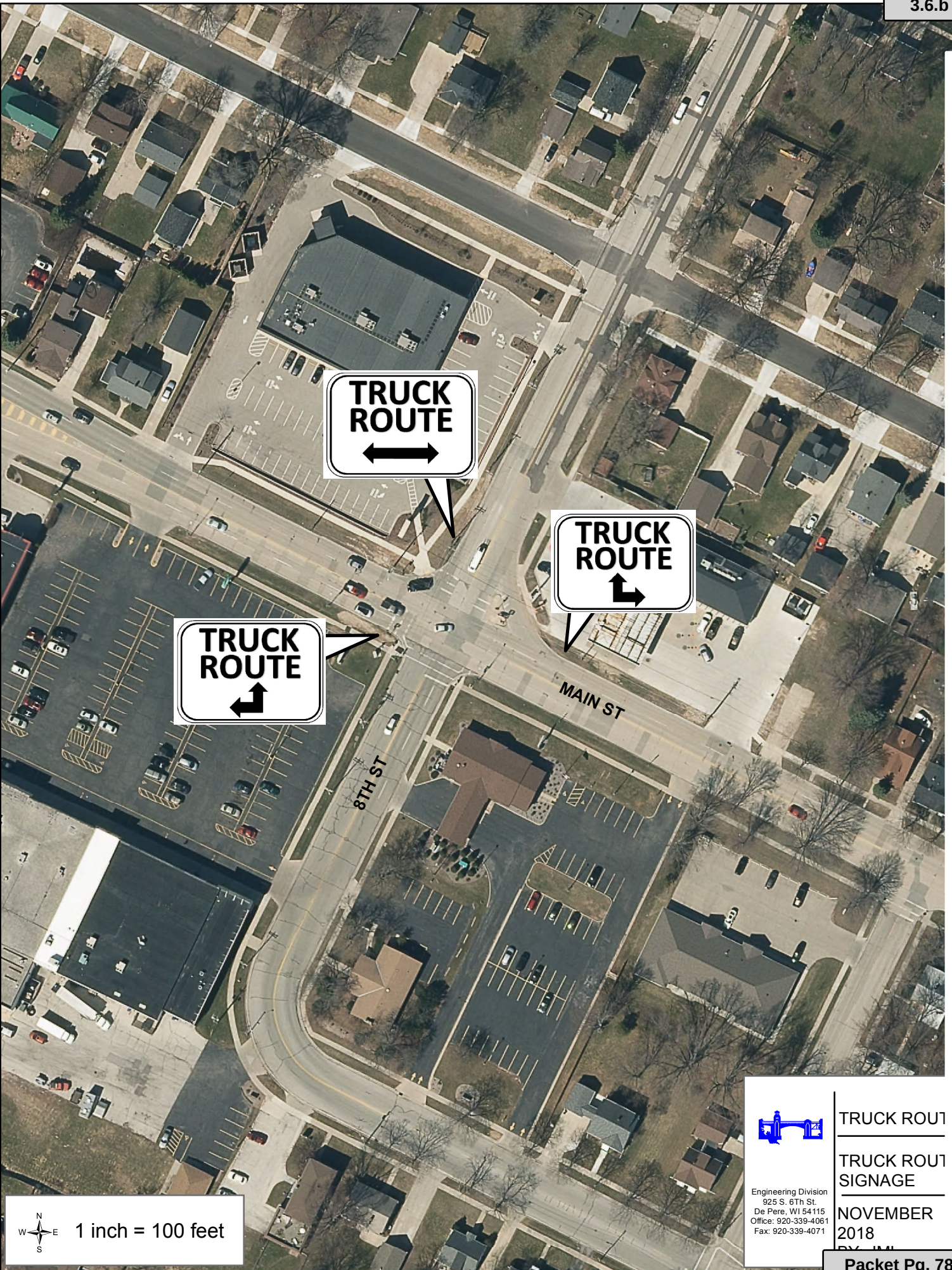


TRUCK ROUTE

TRUCK ROUTE
SIGNAGE

NOVEMBER
2018

Engineering Division
925 S. 6TH ST.
De Pere, WI 54115
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Fax: 920-339-4071



Attachment: Truck_Routes_merged (7766 : Consider Truck Route Signage)



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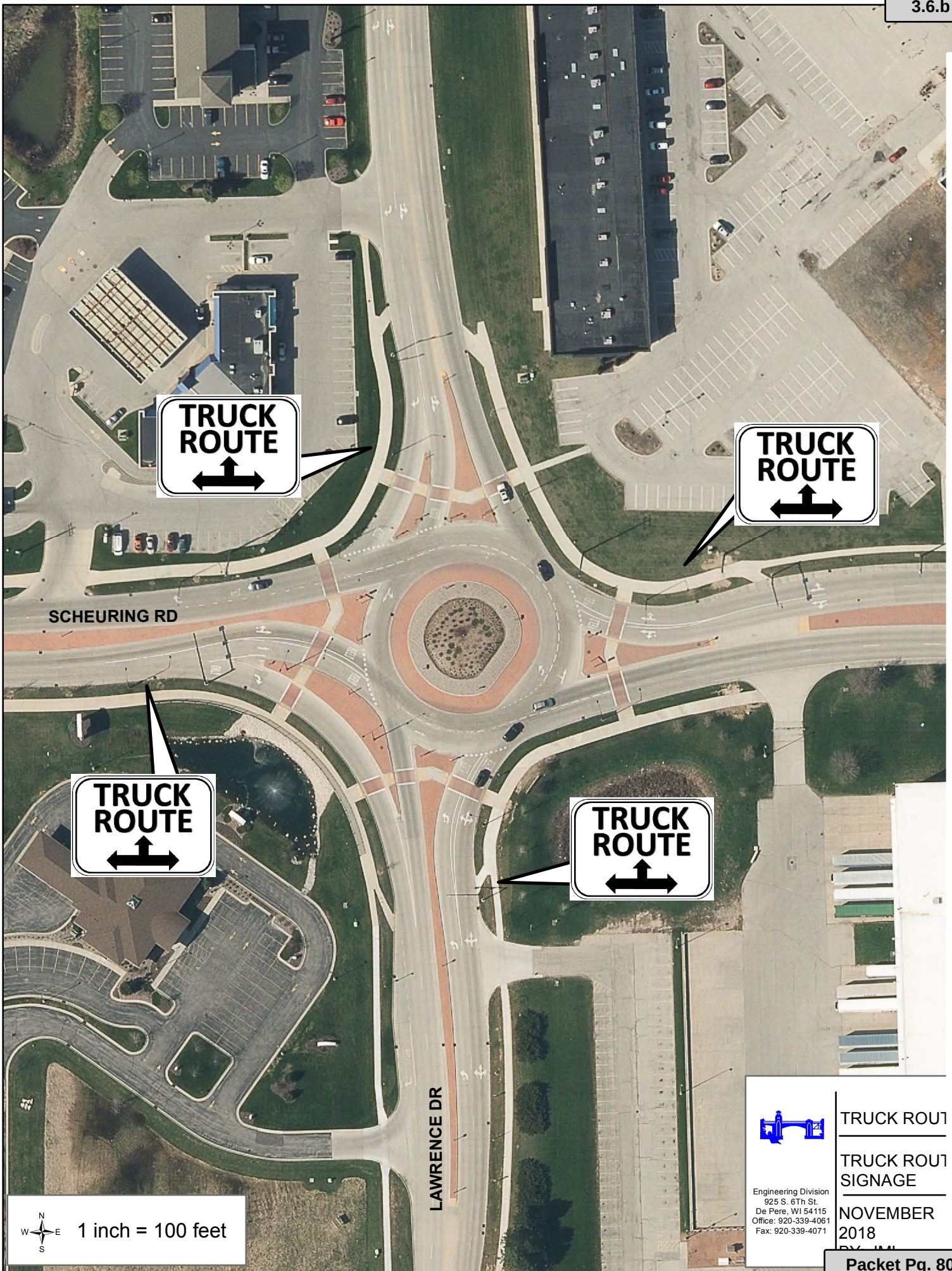
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TRUCK ROUTE

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SCHEURING RD

LAWRENCE DR

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W E S
1 inch = 100 feet



TRUCK ROUTE

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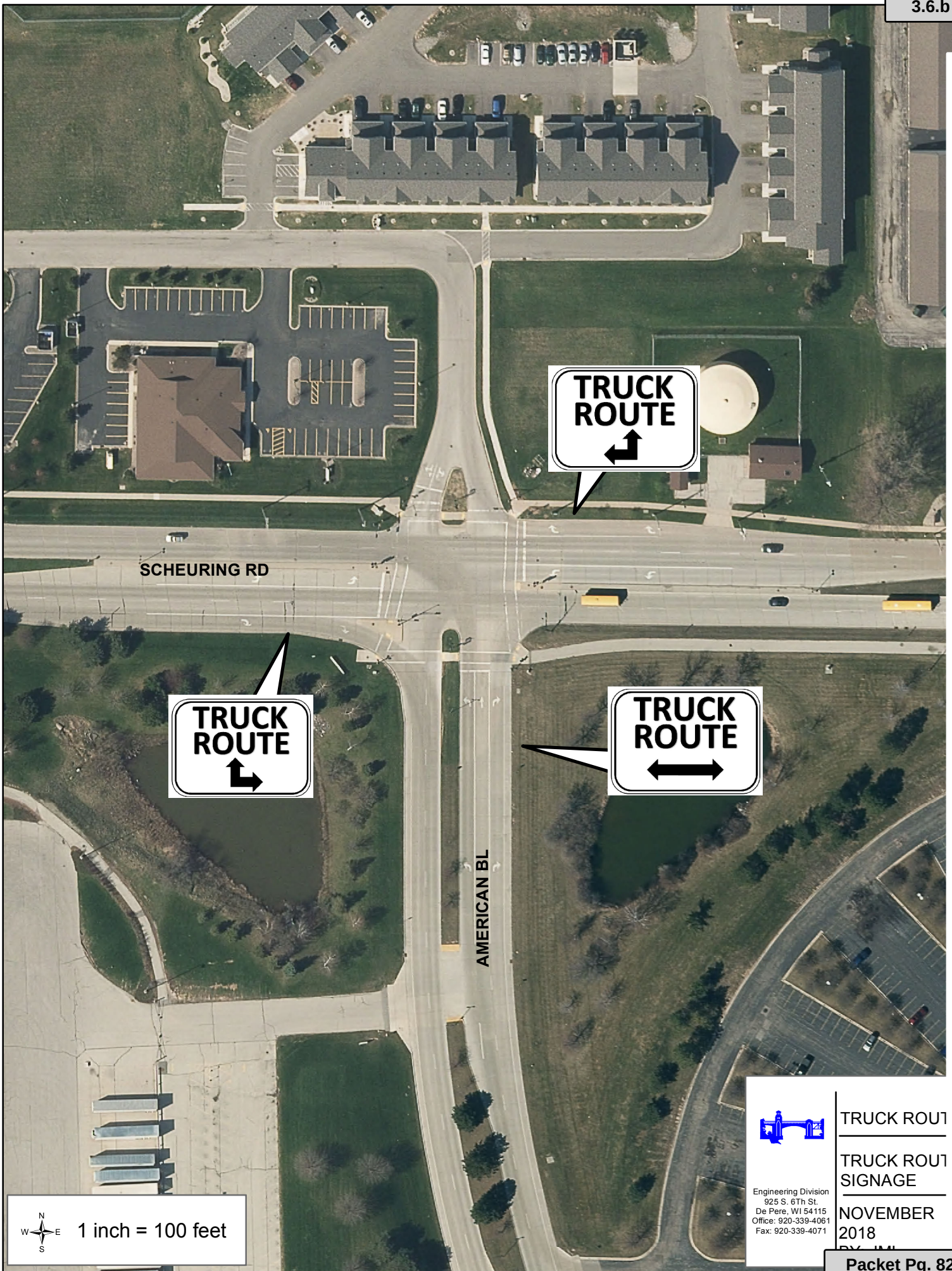


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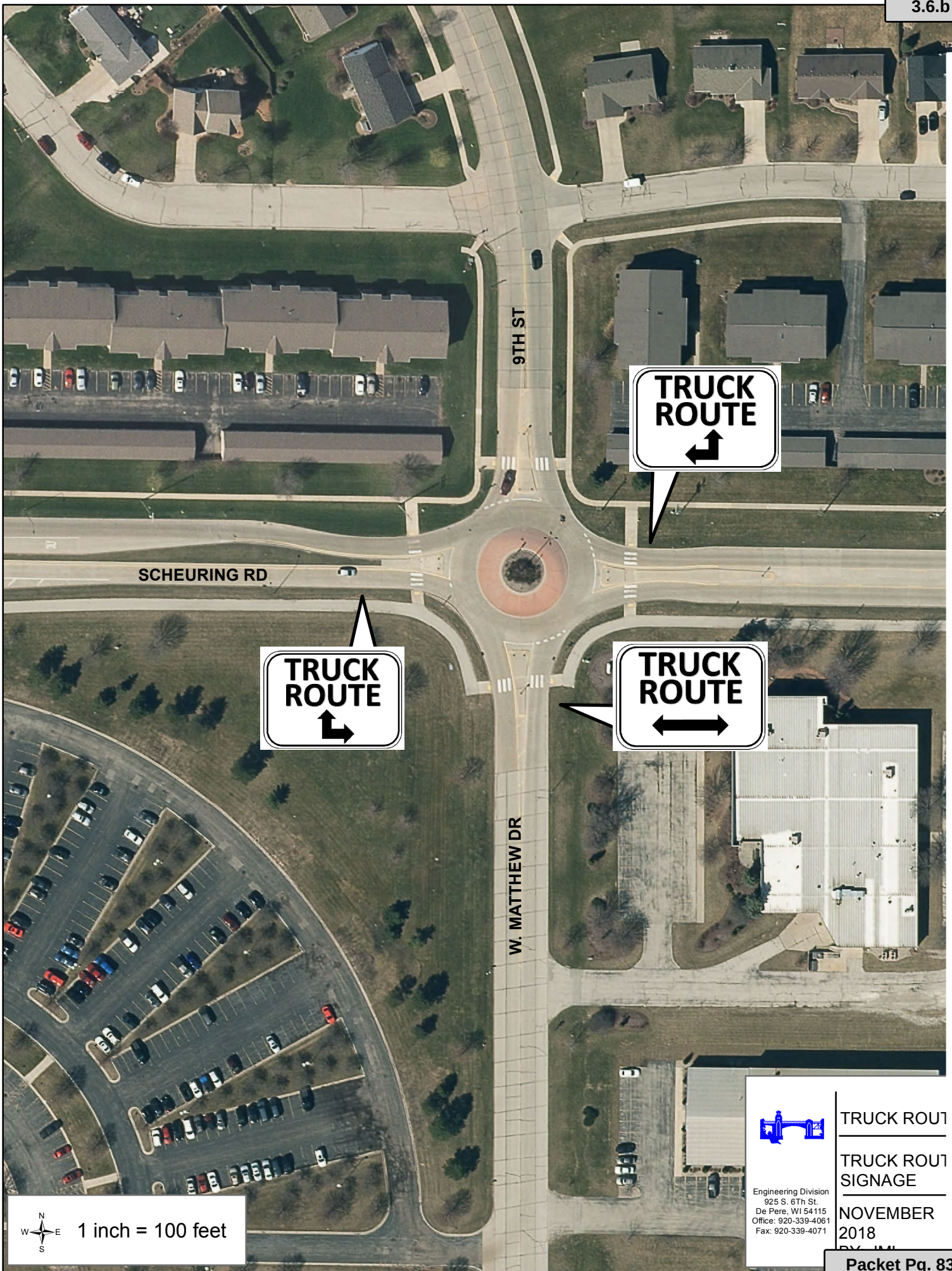


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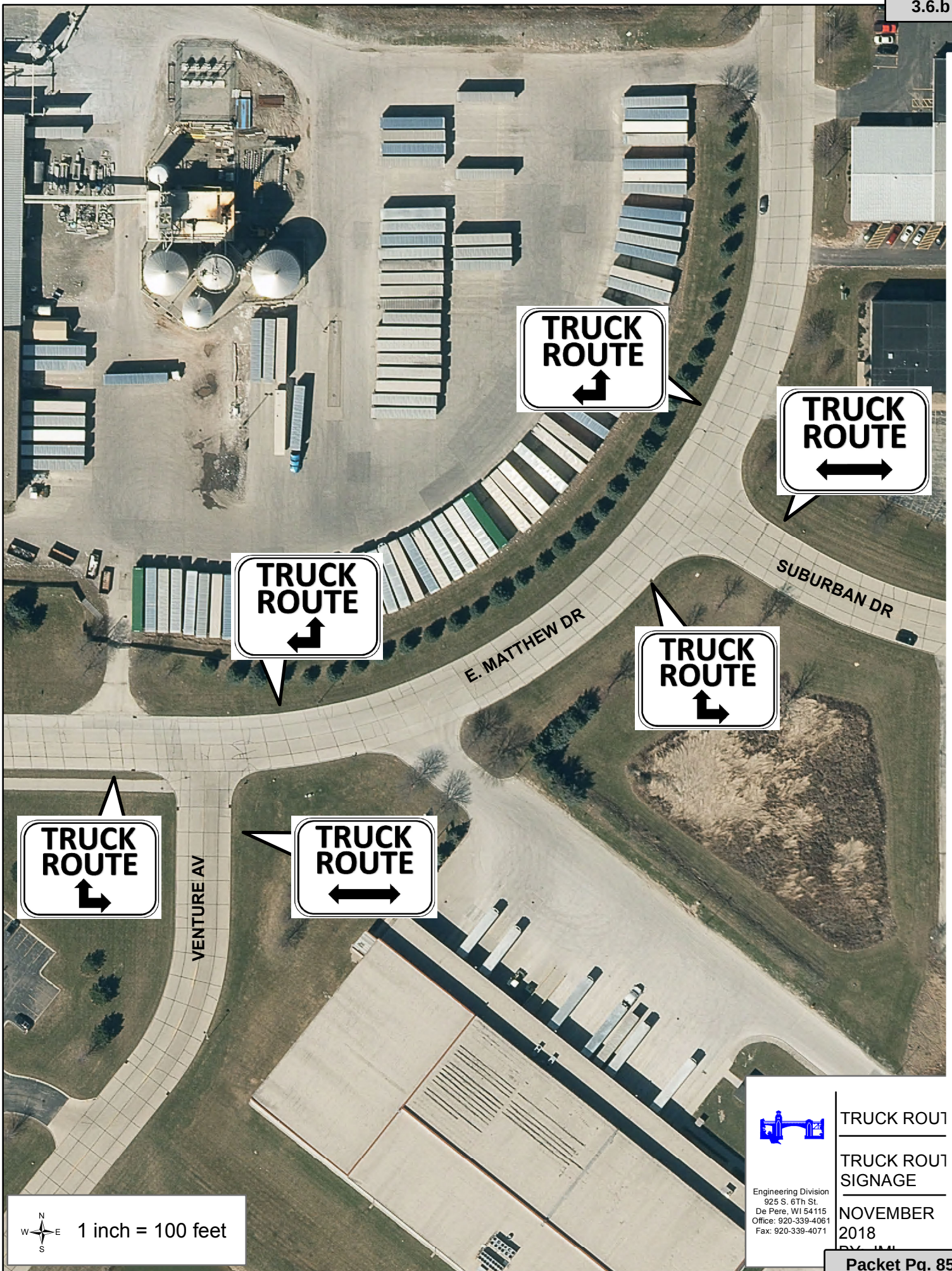


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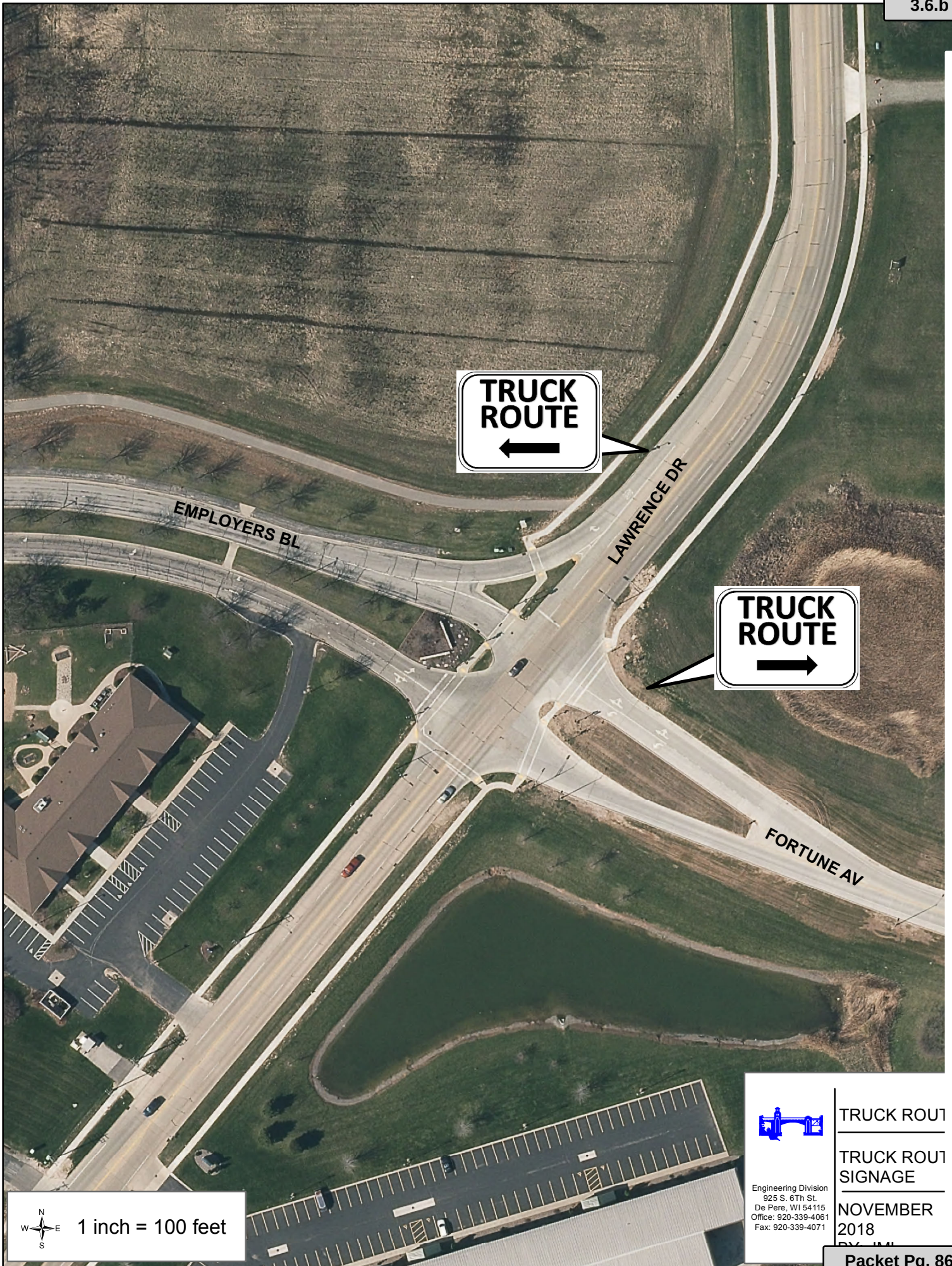


TRUCK ROUTE

TRUCK ROUTE SIGNAGE

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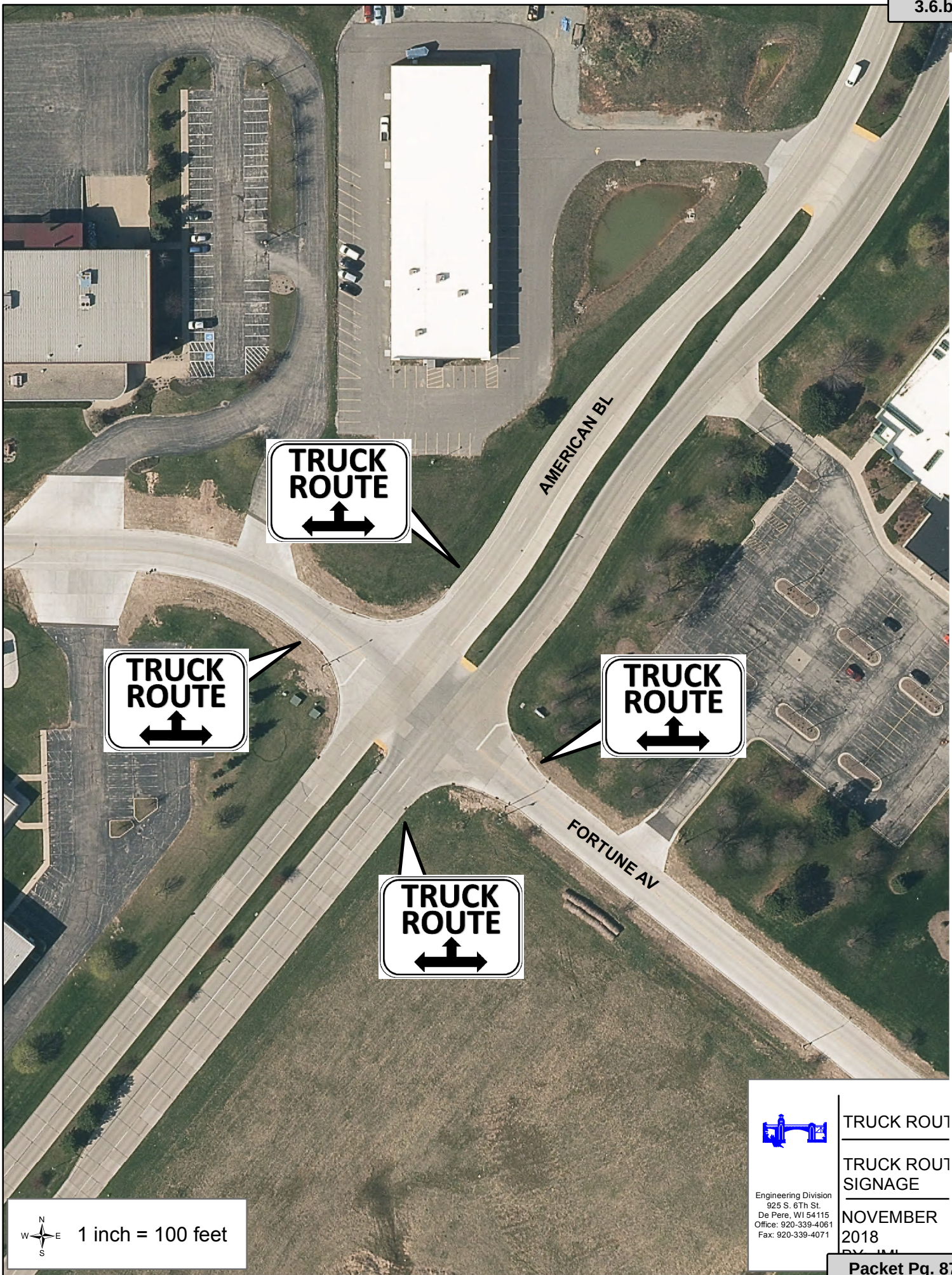


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NOVEMBER
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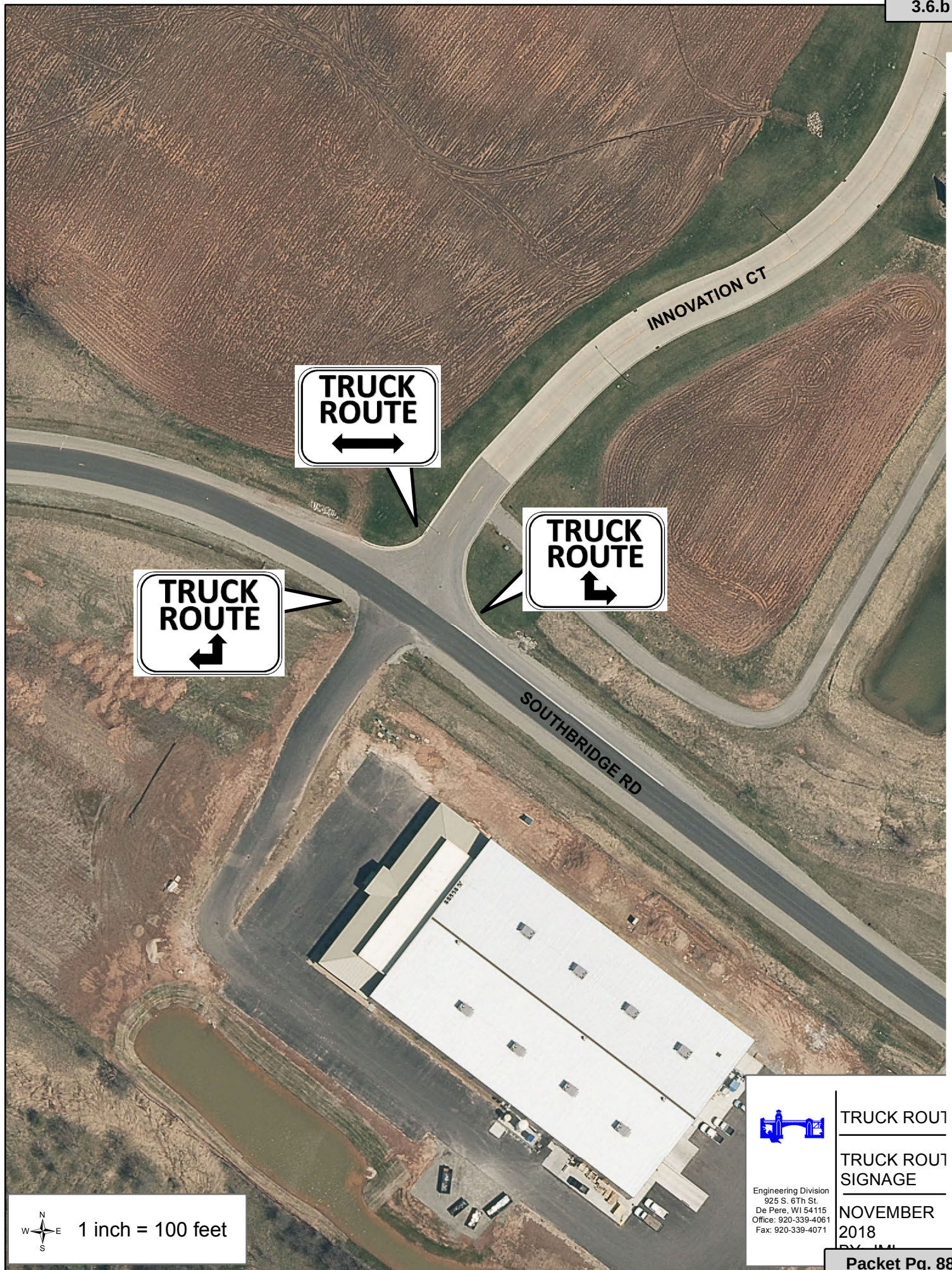


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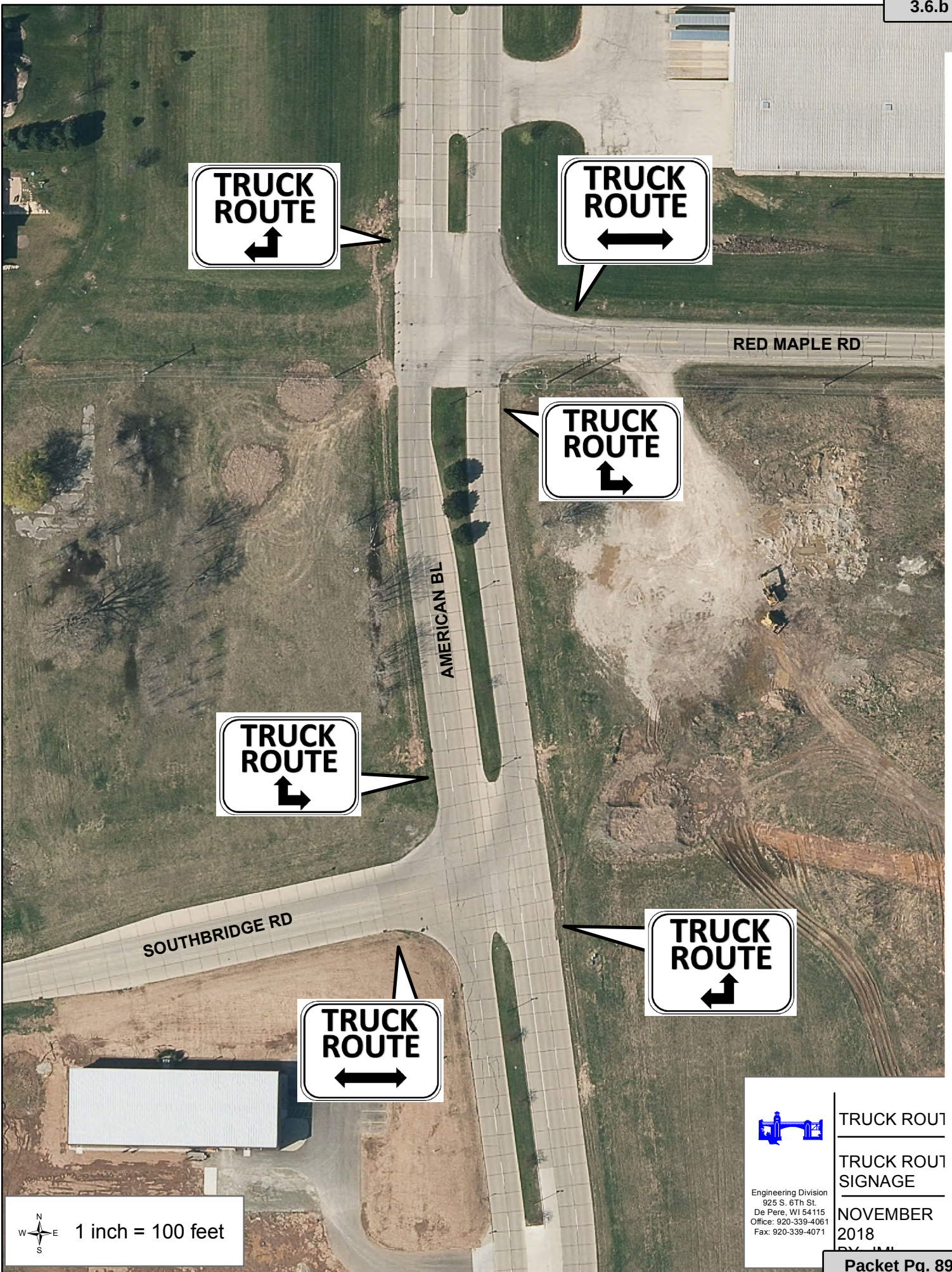


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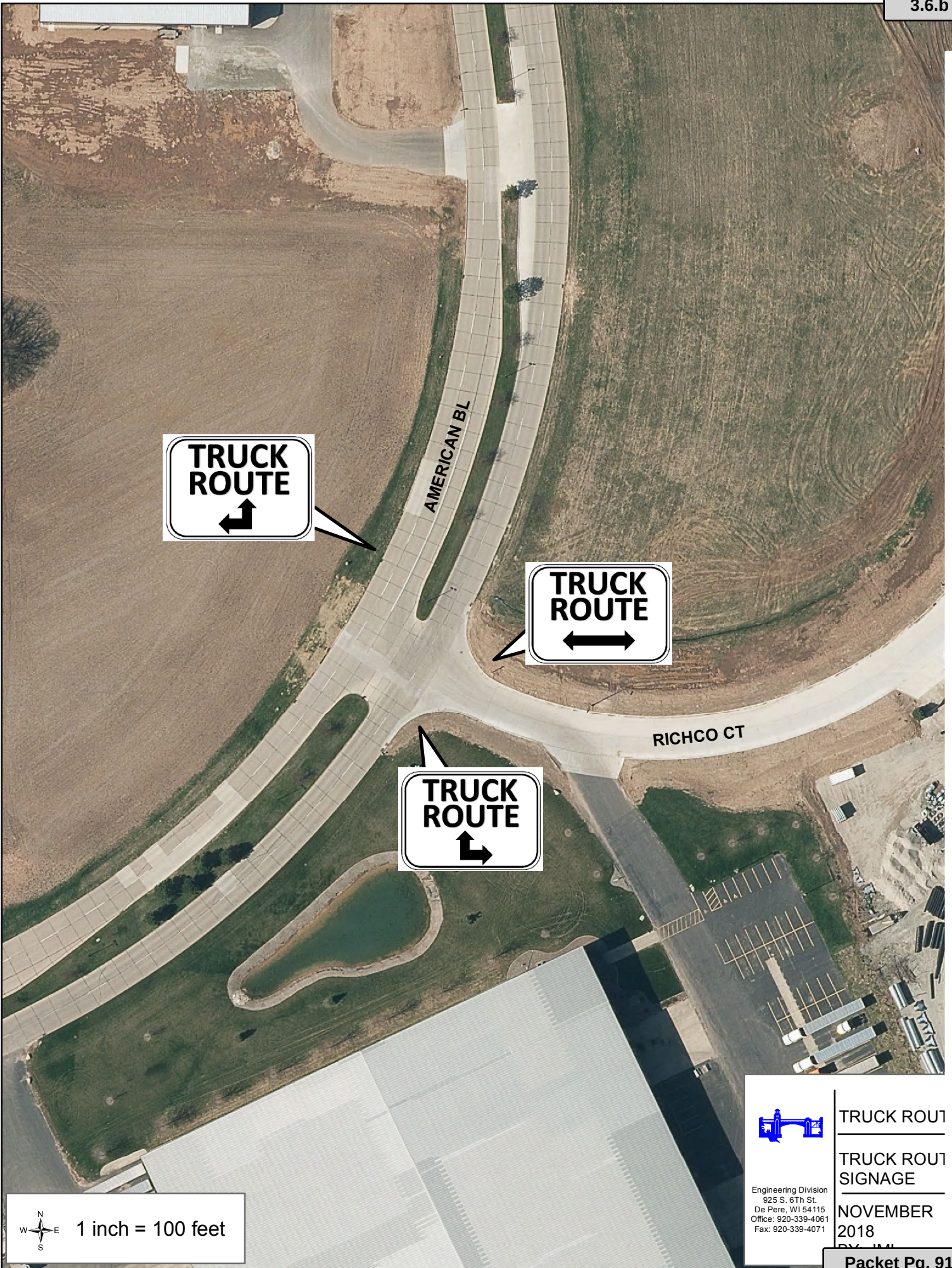


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1 inch = 100 feet

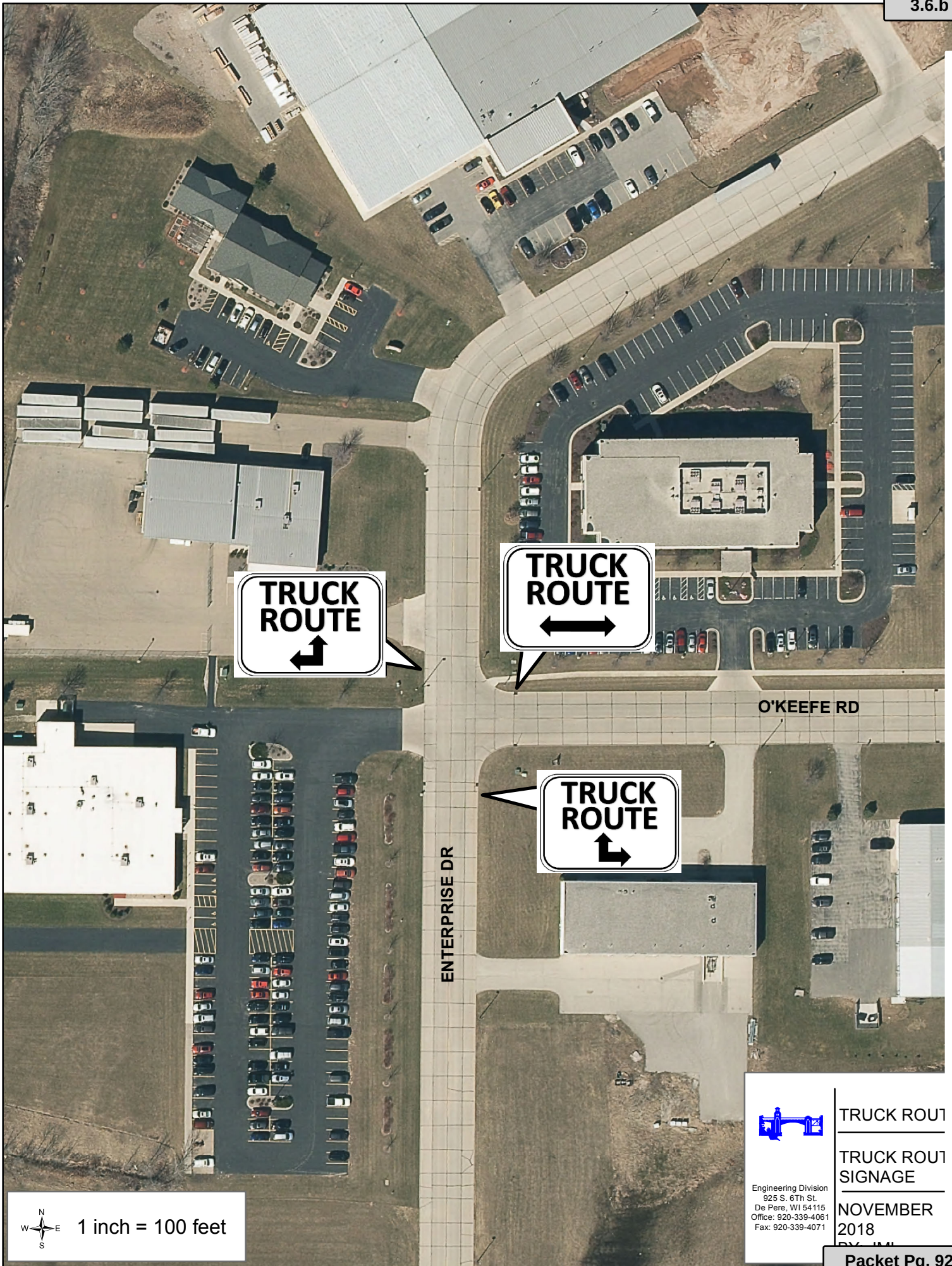


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TRUCK ROUTE

TRUCK ROUTE
SIGNAGE

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2018

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Attachment: Truck_Routes_merged (7766 : Consider Truck Route Signage)



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TRUCK ROUTE

TRUCK ROUTE
SIGNAGE

NOVEMBER
2018



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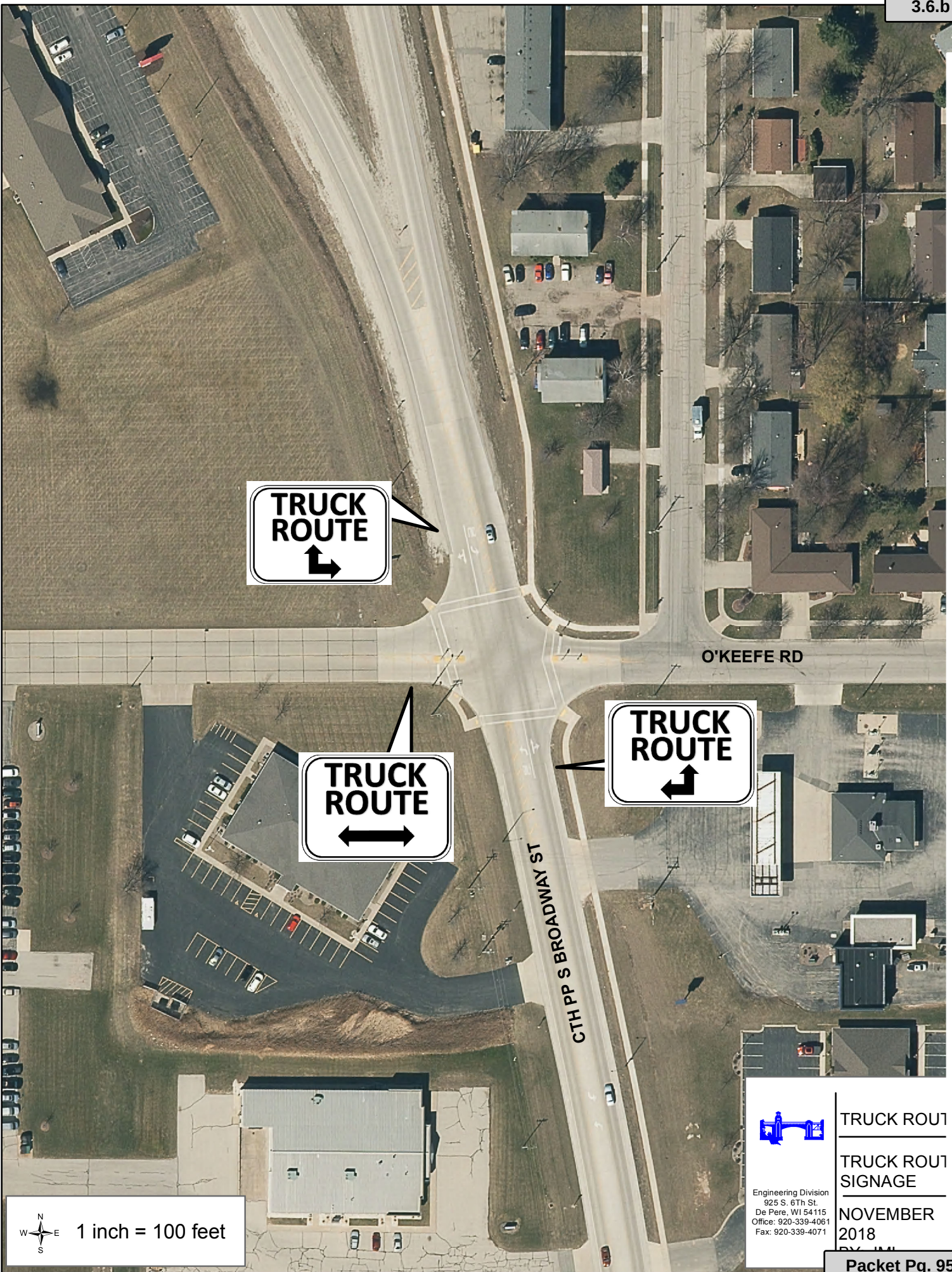


TRUCK ROUTE

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SIGNAGE

NOVEMBER
2018

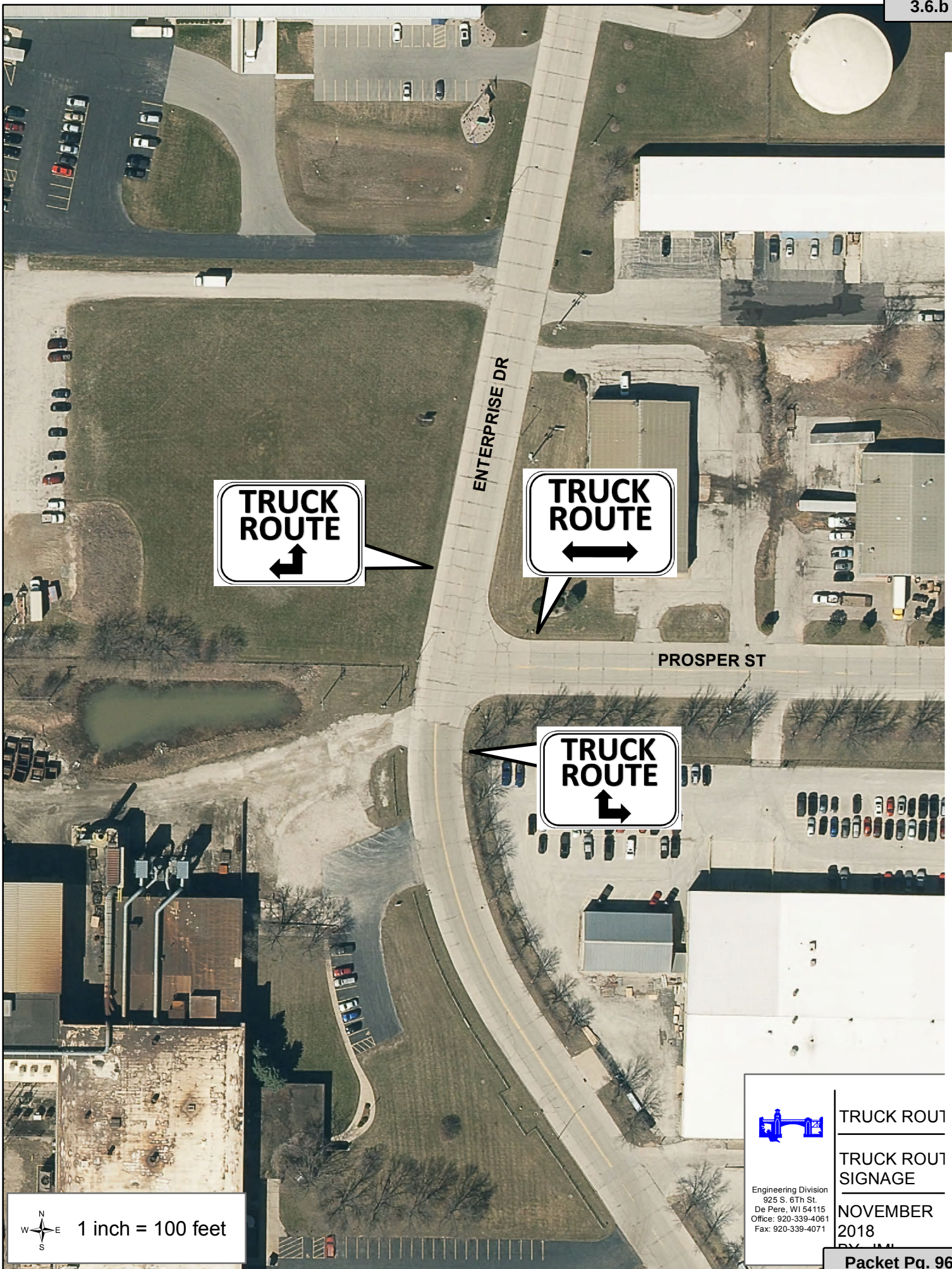
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TRUCK ROUTE
SIGNAGE

NOVEMBER
2018



Attachment: Truck_Routes_merged (7766 : Consider Truck Route Signage)

1 inch = 100 feet



TRUCK ROUTE
SIGNAGE

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

NOVEMBER
2018



**TRUCK
ROUTE**
←

**TRUCK
ROUTE**
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CTH PP S BROADWAY ST

N
W — E
S
1 inch = 100 feet



TRUCK ROUTE

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Packet Pg. 97

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**TRUCK
ROUTE**
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ENTERPRISE DR

MILLENIUM CT

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1 inch = 100 feet

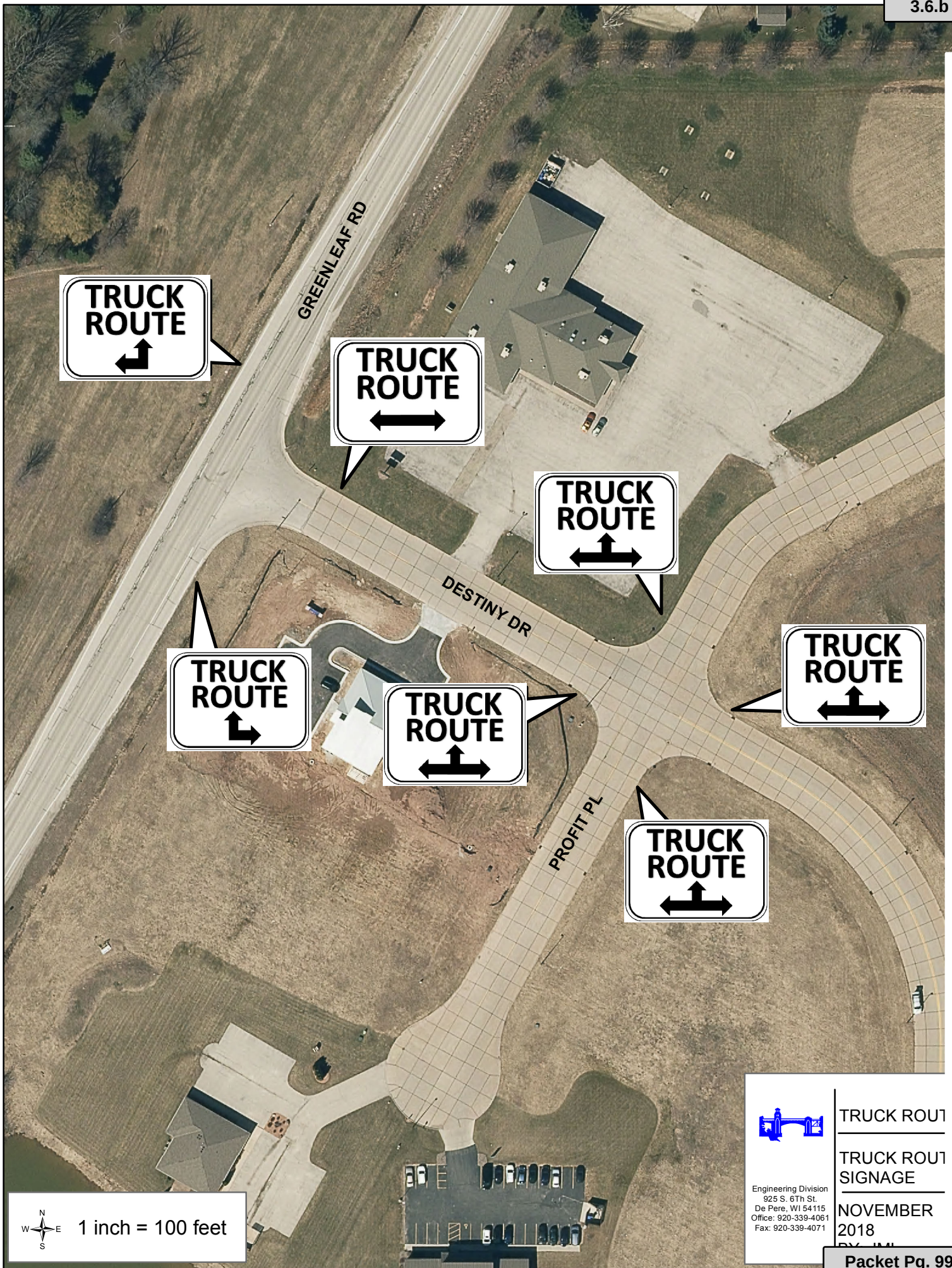


TRUCK ROUTE 1

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TRUCK ROUTE

TRUCK ROUTE
SIGNAGE

NOVEMBER
2018



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 7, 2019

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Approval of City Engineer Parking and Traffic Recommendations.*

ATTACHMENTS:

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

CITY OF DE PERE

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



City Engineer Parking and Traffic Recommendations December 11, 2018 Meeting

Parking and Parking Lot Items:

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

Recommendation:

- Staff recommends updating the ordinance to change as follows:

Three-Hour Parking with Long-Term Permit

Delete:

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

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

Recommendation:

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

Long Term Parking

Delete:

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

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

Recommendation:

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

No Parking

Insert:

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

Pedestrian and Bicycle Items

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

Recommendation:

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

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

Recommendation:

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

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

Recommendation:

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

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

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Recommendation:

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

Signs – Other

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

Recommendation:

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

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

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



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: January 7, 2019

DEPARTMENT: Engineering

FROM: Eric Rakers

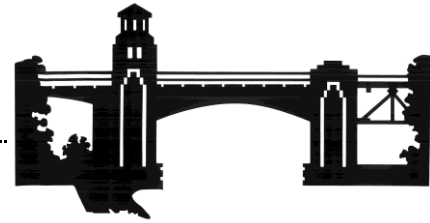
SUBJECT: Discuss City Engineer Recommendations on No-Action Parking and Traffic Items.

ATTACHMENTS:

- 2019-01-07-CI-BOPW-PTTeam-Discussion (DOCX)

CITY OF DE PERE

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



City Engineer Parking and Traffic Discussion Items – No Action December 11, 2018

Parking and Parking Lot Items:

1. Review long term parking in alley behind Luna. Spots are all being used. Luna employees have no place to park.
 - Long term parking is heavily used behind Luna's.
 - There is ample long term parking on the north side of Main Avenue, between Fourth and Fifth Street that is not being used.

No action. Staff contacted Luna to notify them of parking available in the adjacent block.

2. Consider parking restrictions on Highview and Fribourg Streets due to student parking.
 - Request does not conform to City parking policy for parking near schools. This location is over 1000 feet from the school. Street width is 36 foot clear.

Recommend no change. If BOPW does not agree, recommend bringing back to update the policy.

Pedestrian and Bicycle Items

3. Create a new policy for reviewing current crossing guard locations and warrants for additional crossing guards.
 - Brown County will be assisting the City with this. Brown County is reviewing the City of Madison and Green Bay policy. This information will be compared with data gathered from current City crossing guard locations.

No action at this time.

Signs - Other

4. Consider signage for no left turn out of 102 N. Broadway into the alley.
 - This is a private issue. Staff will send a letter to the property owner regarding concerns with left turns out of 102 N. Broadway.

No Board action required.

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5. Consider changing the wording on the long term parking signs in the alley north of Main, between Fourth and Third. The current signage is “Long Term Parking”.



- This signage is standard throughout the City. If signs are changed here, all signs in the City should be changed for consistency.

Staff recommends no action.

6. Consider a “No Outlet” sign on College Avenue, east of Fourth Street
- The City’s policy for sign placement is as follows:
 - The street cannot have an exit.
 - The distance from the outlet intersection to the end of the farthest street must be at least 400 feet.
 - The end of the farthest street is not visible from the outlet intersection.
 - All three of these criteria are to be met in order for a sign to be installed. This location meets the first two criteria but does not meet the third.

Staff recommends no action.

Other

7. Review truck turning movements from Reid Street to NB Fifth Street
- Long haul trucks will have a difficult time making the turn with the dedicated left. However, if the truck straddles the left and thru lane, they can make the turn. Options are to leave as is or to eliminate the left turn lane. Discussed leaving as is unless there are complaints. There have not been complaints to date.

Staff recommends no action at this time.

8. Request to review left turns from westbound Grant to southbound Suburban and restrict at certain times.
- School District is completing traffic study on Grant Street.

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Staff recommends that no action will be taken until the study is completed.

9. Review signage on the Fox River Trail at Rockland Road.
 - The Fox River Trail is signed at the Rockland Road crossing.



No additional action required.

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

1. Update on lane designations on Chicago at Webster
 - Webster and Chicago (east) are part of CTH G. Staff contacted Brown County about adding lane designations. Brown County is OK with the changes to Chicago, west of Webster. They do not want lane designations on the CTH G portions due to truck turning movement conflicts.
 - Staff recommends proceeding with lane designations on Chicago Street west of Webster. This will be brought back to the Board once residents have been notified.
2. Consider angle parking by widening Cook Street at Optimist Park.
3. Install RRFB at Broadway and O'Keefe Road.
4. Review/create a crossing guard policy.
5. Perform pedestrian counts at Westwood and Ninth with the addition of the new curb ramp.
6. Evaluate if a crossing guard is warranted at Charles and Michigan Street once the crosswalk policy is evaluated.
7. Request to install a yield to pedestrian sign in the center of the road on Lawrence Drive at County Clare Road.

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