



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
www.deperewi.gov

Agenda

Monday, February 10, 2025

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 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 **February 10, 2025** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Board of Public Works, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igmp2.com/>.

- I. Call to Order
 - 1. Roll Call
- II. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. §6-3(f) DPMC
- III. Items
 - 1. Approval of the January 13, 2025 Board of Public Works Meeting Minutes
 - 2. Consider and Possible Action Regarding Proposals for City Hall 1st Floor Remodel for Design and Construction Services*
 - 3. Consideration and possible action on award of Contract 25-06 Concrete Street Repairs*
 - 4. Consideration and possible action on award of Contract 25-13 Crackfilling*

5. Consideration and possible action on award of Project 25-19 Mudjacking – Request for Proposal*
6. Consideration and possible action on amending Chapter 22 of the De Pere Municipal Code Regarding Concrete Workers Licenses*
7. Consideration and possible action on Quote for 2025-2027 Consulting Services*
8. Consideration and possible action on Quotes for 2025 Materials Testing and Soil Borings*
9. Consideration and possible action on award of Request for Proposals for Phragmites Mitigation*
10. Consideration and possible action on award on Request for Proposals for 2025 Pond Trapping Services*
11. Consideration and possible action on Quotes for 2025-2027 Spur Line Maintenance Services*

IV. Future Agenda Items

V. Adjournment

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Berners Schober
J&S Concrete Services
Merjent
EV Large Pest Control
Sommers Construction
Thunder Road
ECS Midwest
Robert E Lee & Associates
Railworks



City of De Pere, Wisconsin

III.1

Request for Board of Public Works Action

MEETING DATE: February 10, 2025
DEPARTMENT: Public Works
FROM: Betty Marovich, Administrative Assistant
SUBJECT: Approval of the January 13, 2025 Board of Public Works Meeting Minutes
RECOMMENDED ACTION: Approve January 13, 2025 Board of Public Works Meeting Minutes

ATTACHMENTS:
2025 0113 BOPW_Minutes



Board of Public Works

Regular Meeting

Minutes

335 South Broadway
De Pere, WI 54115
www.deperewi.gov

Monday, January 13, 2025

7:30 PM

City Hall, Council Chambers
335 S. Broadway

I. Call to Order

1. Roll Call

Mayor Boyd called the meeting to order at 7:32 PM.

Present: James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln

Absent:

Excused: Shana Ledvina

Others present:

Scott Thoresen, Public Works Director

Eric Rakers, City Engineer

Marty Kosobucki, Director of Parks, Recreation & Forestry (Remote)

Betty Marovich, Administrative Assistant/ Recording Secretary

Joshua Steffek, Robert E Lee & Associates, Inc.

Trevor Frank, Short Elliott Hendrickson, Inc (Remote)

II. Public Comment on matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. §6-3(f) DPMC

None

III. Items

1. Approval of the December 9, 2024 Board of Public Works Meeting Minutes

Mayor Boyd moved to approve the December 9, 2024 Board of Public Works Meeting Minutes, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Dan Carpenter
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

2. Consider and Possible Action on Award of Contract for 9th Street Reservoir Overflow Modifications*

Scott Thoresen, Public Works Director, stated that the City's consultant, Robert E Lee (REL), received bids on December 18, 2024, for the contract for the 9th Street reservoir overflow modifications. Mr. Thoresen explained that this project involves modifying the existing ground storage reservoir overflow so that it meets

Wisconsin Administrative Code for overflow. Mr. Thoresen stated there were eight bids and that the low bid received was Jossart Brothers out of De Pere in the amount of \$68,500.00. Mr. Thoresen recommended award of contract to Jossart Brothers in the amount of \$68,500.00. Mr. Thoresen shared that the 2025 water utility budget has \$125,000.00 allocated for this project which will also include engineering fees for REL.

Alderson Carpenter moved to approve award of Contract for 9th Street Reservoir Overflow Modifications to Jossart Brothers in the amount of \$68,500, seconded by Alderson Hansen. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

3. Consideration and possible action regarding SEH's Proposal for MSC Expansion for Design and Construction Engineering Services*

Scott Thoresen, Public Works Director, stated that the 2025 approved budget includes \$25,000,000 for the MSC expansion. Mr. Thoresen stated that the expansion would include the expansion of the current facilities for the City's equipment and vehicles, office expansion, and necessary updates to the facilities to meet ADA requirements. Mr. Thoresen added that this funding would include consultant fees, construction, and additional interior office furniture for the office expansion. Mr. Thoresen stated that the tentative schedule for the expansion would include completing the design in 2025, bidding in 2026, and construction in 2026 and 2027. Mr. Thoresen stated that staff discussed whether additional proposals should be solicited. Mr. Thoresen shared reasons why staff recommends approving the proposal from SEH for MSC Expansion for Design and Construction Engineering Services in the amount of \$566,444.

Alderson Carpenter verified that the percentage basis covered through construction phase of the expansion. Mayor Boyd asked if staff has any concerns about working with SEH. Mr. Thoresen stated that staff does not have any concerns and added that SEH has been very good to work with through all the changes in the project, starting with equipment storage to fuel island construction to the full expansion. Mr. Thoresen added that the City buildings were recently inspected for ADA accessibility and that many improvements will need to be made across multiple buildings to pass inspections. Mr. Thoresen stated that the goal of the expansion is to have the MSC set for the next 20-25 years of growth. Alderson Hansen asked staff to elaborate on the initial design SEH created. Mr. Thoresen shared the original plan to expand the MSC in stages to fit in City budget and added that SEH will now work to incorporate all the remaining stages into one large expansion plan.

Mayor Boyd moved to approve SEH's Proposal for MSC Expansion for Design and Construction Engineering Services in the amount of \$566,444, seconded by Alderson Eserkaln. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Mike Eserkaln
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

4. Consideration and possible action on Subsidizing Street Tree Costs

Alderson Hansen stated in January 2024, Former City Forester Don Melichar wrote a memo for the Park Board summarizing the street tree policies of surrounding municipalities. Village of Ashwaubenon policy states "Residents can purchase trees for established neighborhoods if they currently don't have any. We charge

\$100 per tree and provide a 5-year warranty. This is a cost sharing partnership between residents and the Village to get trees planted in established neighborhoods." Alderperson Hansen explained his request to subsidize street tree costs over \$100 for residents without limitations of existing neighborhoods or whether the resident does not have any trees. In 2024, residents ordered 124 street trees at a cost of \$147.70 per tree. If the City had a program similar to Ashwaubenon, the City would have subsidized \$47.70 of the cost, with the resident paying the remaining \$100.00. This would have cost the City a total of \$5,914.80 in 2024. If this program were to be adopted, Parks & Rec Director Marty Kosobucki recommends allocating \$10,000 annually to cover future increases in the cost of trees and additional orders from residents. This would need to be included in the annual executive budgets under the Dept. of Parks, Recreation, and Forestry beginning in 2026 if approved. Alderperson Hansen stated that having a flat fee for trees makes marketing the program easier and the cost more manageable for residents.

Mayor Boyd clarified that trees would be for right-of-ways and not on private property. Mayor Boyd stated that the policy should clearly outline that trees would be available for right-of-way planting. Mayor Boyd commented that there had been some confusion as to which Board or Commission should see the proposal first. Scott Thoresen, Public Works Director, stated that it came to Board of Public Works first because it dealt with the right-of-way and added that it would need to be discussed at Board of Park Commissioners for budgeting. Alderperson Carpenter asked staff how long the City warranty on trees was. Marty Kosobucki, Director of Parks, Recreation and Forestry, stated that the City warranty is one year and staff does not intend to copy the portion of the Ashwaubenon policy that warranties trees for five years. Alderperson Hansen stated he would be okay with keeping the current one year warranty that the City offers. Alderperson Carpenter clarified that the subsidy would still be dependent on whether it was approved in the budget process. Mayor Boyd added that Park Board would also need to approve the policy. Alderperson Eserkaln asked if this was in addition to the ash tree replacement grant. Mr. Kosobucki explained the grant for properties that had ash trees removed and added that this program would be separate/in addition to that grant. Mayor Boyd asked if there was a maximum number of trees a location could purchase. Mr. Kosobucki explained that the limit would be based off the guidelines of the Arboricultural Specifications Manual, which governs where in the right of way trees can be placed in relation to utilities, driveways, etc. Mr. Kosobucki stated that an average City lot can fit approximately 1.5 trees after staff determines the limitations. Alderperson Carpenter asked staff if money still remained in the ash tree grant for replacement trees. Mr. Kosobucki stated there were funds but he was unsure where in the process staff was with offering additional trees to residents. Alderperson Carpenter asked if this policy was putting the cart ahead of the horse to offer subsidized trees when the City has not been able to give away the trees currently available. Mr. Kosobucki shared that the grant has an expiration date and the program being requested by Alderperson Hansen would be perpetual. Alderperson Carpenter shared concerns about offering subsidized trees when the City has struggled to get participation when offering free trees. Alderperson Carpenter asked if water main was counted in utilities when being evaluated for placement. Mr. Kosobucki clarified which utilities were evaluated.

Alderperson Hansen moved to approve a program to subsidize street tree costs over \$100 contingent upon approval of funding being budgeted in 2026 in the amount of \$10,000 by Parks, Recreation, and Forestry for trees to be planted in the right-of-way, seconded by Mayor Boyd.

Betty Marovich, Recording Secretary, asked if right-of-way included trees to be planted in medians, roundabouts, etc. Mr. Kosobucki stated that it would not be adjacent to a home and he did not see why someone would purchase trees to be planted there. Alderperson Hansen stated that the individual who donated trees for planting in the median on Ridgeway was a unique situation and that typically people would purchase for planting by their home.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Jonathon Hansen
SECONDER:	James Boyd

AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

5. Consideration and possible action on Wisconsin Public Service Contract for Replacing Decorative Street Lighting in the Downtown Areas*

Scott Thoresen, Public Works Director, shared that the adopted 2025 budget includes \$30,000 for WPS to replace the existing decorative streetlights owned by Wisconsin Public Service (WPS) in the downtown areas. WPS will replace the existing fixtures with a LED Paragon fixture the Board and Council approved in January of 2024. In order for WPS to replace these fixtures, the City must enter into the attached street lighting contracts with WPS. The total costs for both contracts as seen in the attached contracts are \$14,066.95; with East side lighting equaling \$1,191.79 and West side lighting equaling \$12,875.16. Mr. Thoresen explained that the east side lighting is significantly less because WPS inadvertently billed the City in 2024 for \$12,426.17, which was paid from the 2024 streetlight operating budget. Mr. Thoresen stated he asked WPS how this happened and WPS does not know but is looking into it. Ultimately, this will result in the City bonding less monies for the decorative light replacements. Mr. Thoresen stated that the installation will begin once the contracts are approved and signed and payment is made. Mr. Thoresen recommended approving the contracts with WPS for replacement of the decorative street lighting in the downtown areas.

Aldersperson Hansen shared his appreciation to staff for moving this forward and that WPS offered a similar light to keep the style as consistent as possible between City owned and WPS owned lights in these areas.

Aldersperson Hansen moved to approve Wisconsin Public Service Contract for replacing decorative street lighting in the downtown areas, seconded by Mayor Boyd.

Aldersperson Carpenter asked if the monies paid in 2024 for this work were missed. Mr. Thoresen explained that the bill stated it was for street lighting and when the bill was received by the Finance Department they paid it from the street lighting account. Mr. Thoresen added that the City pays many thousands of dollars monthly in utilities and much of it is street lighting making this bill harder to flag for review.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Jonathon Hansen
SECONDER:	James Boyd
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

6. Consideration and possible action on the 2024 Storm Lateral Assessment Charge for Existing Residential Properties

Eric Rakers, City Engineer, explained the annual storm lateral assessment charge for residential properties and how it is calculated. Mr. Rakers shared the 2025 special assessment rates to be:

Storm lateral assessment: \$2,100.80 per each lateral

Storm main assessment: \$604.80 per parcel

Both lateral and main assessment: \$2,705.60

Mr. Rakers explained that the 2025 special assessment rates are lower than 2024 rates and explained why. Mr. Rakers stated that the special assessment public hearing for 2025 will be later this year.

Aldersperson Carpenter moved to approve the 2025 Storm Lateral Assessment Charge for Existing Residential Properties, seconded by Aldersperson Eserkaln.

Aldersperson Carpenter questioned the payback process. Mr. Rakers explained the payback options.

Aldersperson Hansen asked staff to explain why the main is partially covered by the City and the lateral is

entirely covered by the resident. Mr. Rakers explained that only the resident benefits from the lateral but the City also sees benefits from the main and that is why the main is partially covered by the City.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	Mike Eserkaln
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

7. Consideration and possible action on the 2024 Storm Lateral Assessment Charge for Existing Non-Residential Properties

Eric Rakers, City Engineer, explained the storm lateral assessment charge for non-residential properties and how it is calculated. Mr. Rakers shared the 2025 special assessment rates to be:

Storm main assessment: \$11.64 per foot of parcel frontage

6" storm lateral assessment: \$2,414.06 per each lateral

8" storm lateral assessment: \$3,089.92 per each lateral

12" storm lateral assessment: \$3,640.54 per each lateral

Mr. Rakers explained how these prices compared to 2024 rates. Mr. Rakers stated he did not know at the time if there will be any non-residential properties on the projects but wished to have it updated in case there are upon further examination of the project limits.

Aldersperson Carpenter moved to approve the 2025 Storm Lateral Assessment Charge for Existing Non-Residential Properties, seconded by Aldersperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

8. Discussion of Charles Street Swale

Eric Rakers, City Engineer, stated this item was being brought forward for discussion of Charles Street Swale in particular but ultimately there will be future discussions about a maintenance plan for all City swales. Mr. Rakers stated staff put together some information about Charles Street swale due to concerns from residents. Mr. Rakers explained that Charles Street Swale is very large and drains an even larger area. Mr. Rakers also let the Board know that letters were sent to residents along Charles Street swale about upcoming maintenance including tree trimming. Mr. Rakers shared additional information about the swale including when it was constructed, how it was constructed, and it's location and limits. Mr. Rakers shared that one complaint staff receives is that the swale stays wet. Mr. Rakers stated that this swale has been wet since it was constructed, which can be seen on the aerial photos included in the packet. Mr. Rakers shared multiple reasons why this swale remains wet. Mr. Rakers stated that staff surveyed the swale in 2024 and found 7 inches of sediment on average but some deeper areas over 1 foot. Mr. Rakers added that the deeper areas were not noticeably different from the rest of the swale to the naked eye. Mr. Rakers shared that based on models, staff believes the swale is able to handle historical rain/flood events. Mr. Rakers stated that staff will continue to clean and maintain the swale through cutting and trimming vegetation and trees/brush and inspect for dumping of brush and grass clippings by residents.

Aldersperson Carpenter asked staff to further describe the different maps and coloring on each. Mr. Rakers explained the exhibits including the drainage basin, the visible wetness through time, and 100, 50, and 10 year flood impacts to the swale from the East River backing up. Aldersperson Carpenter commented that area was

always wet when he worked for the City and added that residents may be unaware of the impact rain events can have on that basin. Scott Thoresen, Public Works Director, added that some complaints from residents include street flooding and based on the modeling that can and will happen and the exhibits only show the impact from East River backing up and not the storm water from the rest of the basin trying to flow to the swale.

Discussion only. No action necessary.

9. Consideration and possible action participating with Brown County on the Safe Roads for All FHWA Grant*

Eric Rakers, City Engineer, stated that Brown County had submitted for a grant to perform a study under the Safe Streets and Roads for All (SS4A), which is a program to write a Road Safety Plan for roads at the local level (town, village, and city) excluding City of Green Bay.

Having this report completed allows the City to be eligible for HSIP (Highway Safety Improvement Program) grants. Mr. Rakers explained that the SS4A grant is an 80:20 match where FHWA provides 80% and the locals would need to provide 20%. Brown County has prorated the local portion based on centerline road miles (since it is a road based plan). Staff believes it would be beneficial for City of De Pere to participate in the study. This study examines roads, intersections, accident data, curve information, and geometry and makes recommendations for “low hanging fruit” such as signage types, centerline rumble strips, pavement markings, and pedestrian crossings. Should the study indicate improvements, the City could apply for HSIP funding. Assuming all municipalities participate, the City share is \$3,963.71 and the estimated amount will increase if all other municipalities do not participate. Mr. Rakers recommended the City participate with the County in the SS4A Road Safety Plan preparation, setting a maximum cost of participation at \$7,000 with funding coming from the Engineering Department’s Consulting budget item.

Mayor Boyd moved to approve participation with Brown County on Safe Roads for All FHWA Grant setting a maximum cost of participation at \$7,000, seconded by Alderperson Hansen.

Alderperson Hansen asked whether particular streets would be identified for improvements. Mr. Rakers stated he was unsure how specific the report would be, but stated he would offer some specific areas of concern for review. Alderperson Hansen asked if this study could result in changes to policies, such as rapid rectangular flashing beacon use or crosswalks. Mr. Rakers stated he did not believe it would be that in-depth of a review, but would more likely provide a location and possible improvement.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

10. Consideration and possible action GV-15 Retaining Wall Design Concepts*

Scott Thoresen, Public Works Director, stated that GV-15 is going to require the construction of

approximately 2000 feet of retaining walls for the roadway due to the need to build a new railroad bridge. GV-15 covers Lawrence Drive to Lost Dauphin Road. Mr. Thoresen presented the options for design and cost of the retaining wall panels and railing. Mr. Thoresen stated the County would like input from the Board and Council members on their preference of design for retaining wall panels and railing. Mr. Thoresen added that GV-15 segment is currently estimated to be \$10M over budget.

Mayor Boyd asked staff what types of railing were at different locations including Scheuring Road and the plan for the new bridge. Mr. Thoresen stated those were both decorative railings. Alderperson Carpenter verified that the road will go under the railroad bridge compared to over. Mr. Thoresen stated that was correct and provided background on that decision. Alderperson Carpenter asked if Red Tail Glen would be partially on the incline of the new proposed roadway. Mr. Thoresen stated it wouldn't be much different than it currently is. Mr. Thoresen added that there are discussions of adding a lift station for storm sewer as this area under the railroad bridge floods. Mr. Thoresen further explained why the road is proposed under the rail instead of over or at grade. Alderperson Carpenter asked if choosing the soldier pile/post and panel retaining wall style would save over the life of the wall due to the construction process. Mr. Thoresen stated that the retaining walls being presented were each chosen based on their ability to hold back the earth behind it and have been used in other retaining wall applications by DOT. Mr. Thoresen added that each wall is further designed to withstand the specific types of soils in the area of application. Mr. Thoresen added that the only maintenance he would be aware of with any of the wall choices would be re-staining the concrete. Alderperson Carpenter stated that his concern was that after the wall was built and the City owns it, how costly the maintenance would be. Mr. Thoresen corrected that the wall will be owned and maintained by Brown County. Mr. Thoresen stated the City may be responsible for storm sewer, storm facilities, and sidewalk. Alderperson Hansen asked if soldier pile/post and panel retaining walls were used in sound barriers. Mr. Thoresen stated it was a similar idea with pilings and panels but they do not hold back soils/earth in that case. Alderperson Hansen suggested having a different aesthetic from that of I41 for this location. Mayor Boyd asked if the concrete could be left smooth for murals to be added. Mr. Thoresen stated that he asked the County about that option and they would not allow murals on their walls. Mayor Boyd agreed with differentiating it from I41 aesthetics. Mr. Thoresen stated that the best option for construction would be the cast-in-place concrete cantilever style wall. Mayor Boyd asked how visible the railing will be. Mr. Thoresen stated it would be backyards but not along sidewalks. Mayor Boyd suggested using the chain link. Alderperson Carpenter disagreed and stated it looked cheap and not aesthetically pleasing. Mr. Thoresen stated that staff had asked if it could be split with chain link on the industrial side of the railroad tracks and decorative along the residential side and that was not going to be allowed. Alderperson Hansen asked if the City opted for the decorative fencing if the County could refuse to pay their portion. Mr. Thoresen stated that at this time all aesthetics are 50/50 split.

Mayor Boyd moved to approve the MSE panel stamping on the cast-in place concrete cantilever retaining wall with decorative railing, seconded by Alderperson Carpenter.

Alderperson Eserkaln asked for clarification on the sidewalk location. Mr. Thoresen stated the north side will have a 10 foot sidewalk/trail and the south side will have a wide terrace to accommodate a sidewalk in the future.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Dan Carpenter
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

11. Consideration and possible action GV-16 Bridge Design Concepts*

Mayor Boyd shared that staff and elected officials have been meeting with state representatives to secure funding.

Scott Thoresen, Public Works Director, shared that the City/County received a \$50M grant for construction of the bridge. Mr. Thoresen added that any of that grant money not used for bridge construction can be used to fund GV-15. Mr. Thoresen presented the options for GV-16 bridge design concepts for the new bridge over the Fox River for the Southbridge corridor project. Following the presentation of all options. Mr. Thoresen shared Brown County's recommendations.

Aldersperson Hansen stated his preference for having the rectangular column piers with staining and stamping. Mayor Boyd asked how much that upgrade costs. Aldersperson Hansen stated \$450,000. Aldersperson Carpenter added that it would be a 1.2% increase on the estimated overall cost of the bridge. Aldersperson Carpenter asked who was responsible for maintaining the bridge downtown. Mr. Thoresen stated that is the City. Eric Rakers, City Engineer, asked for clarification on maintenance of the new bridge. Mr. Thoresen stated that will be County. Aldersperson Eserkaln asked if there were any benefits of the trapezoidal shape or if it was simply aesthetics. Mr. Thoresen stated it was only for aesthetics. Mayor Boyd supported the stained rectangular columns. Mr. Thoresen moved through Brown County recommendations on the cut-stone texture with C3 railing and 6 lookouts and all were supported by the Board. Mr. Thoresen asked about the pylons and Aldersperson Carpenter stated he did not support them based on the cost and that the Claude Allouez pylons were never completed. Mayor Boyd asked if there was support for some other type of pylon at the ends of the bridge. Aldersperson Carpenter stated that the bridge concept looks very nice without them but questioned if the light poles will be able to have flags/banners installed similar to Claude Allouez bridge. Mayor Boyd asked if any other bridges in the area have pylons and what the pylons on Claude Allouez represent. Mayor Boyd stated he thought they were supposed to represent sails. Aldersperson Carpenter agreed with sails being the intent. Mayor Boyd asked what the cost would be to add pylons. Mr. Thoresen stated it would be \$264,000 more or approximately \$66,000 per pylon and a design would need to be drawn up.

Mayor Boyd moved to approve rectangular column piers with staining, cut-stone surface texture with C3 railing, 6 lookouts, without pylons, seconded by Aldersperson Eserkaln.

Aldersperson Hansen asked about the "south bridge" railing logo shown in the agenda packet. Aldersperson Hansen stated he liked the railing logo options shown but suggested having the City logo. Aldersperson Carpenter suggested having that included for the presentation to Council with a decision being made there.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Mike Eserkaln
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

12. Consideration and possible action on Neighborhood Watch Sign Policy*

Eric Rakers, City Engineer, stated the Engineering worked with the Police Department to create a Neighborhood Watch Sign Policy for consideration. Mr. Rakers shared that the Police Department received a grant to partially fund the replacement of neighborhood watch signs. Prior to expending funds, a policy needs to be created addressing the future placement and replacement of signs. As part of the policy creation, an inventory needed to be done of active associations. Mr. Rakers explained that in the past, neighborhood watch associations were responsible for funding the installation of signs which were placed at various locations within the neighborhood association area with no policy on the number of signs placed in an association area. These signs were placed on existing sign posts, or utility poles. As part of the new policy, the Police Department will oversee the program and verify whether associations are active. Upon request, the Police Department will work with the Street Department to have signs created and installed. With the grant the Police Department received, they believe the funding exists to provide up to two signs per association and additional ones would be funded by the association. The Neighborhood Watch Policy states that each association can request a sign for each entry point into their association and these signs would be installed on existing sign posts on the right hand side of the road. Mr. Rakers stated that a sign design has been submitted to the DOT for approval per WI Statute 66.0429.

Aldersperson Carpenter moved to approve the Neighborhood Watch Association Policy, with up to two signs per active neighborhood watch association being funded in 2025, seconded by Aldersperson Hansen.

Aldersperson Hansen stated he was excited to see the policy moving forward and asked if the design created in 2023 was the one submitted for approval. Mr. Rakers and Mayor Boyd stated they were mostly sure that was the sign submitted. Aldersperson Hansen stated that he had been in favor of the City covering the cost of the signs but stated that most associations will be fine with two free signs from the grant. Mr. Rakers added that the installation will still be covered by the City but the materials would need to be covered by the associations for any additional signs.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

13. Consideration and possible action on award of Contract 24-17 Community Center Relay*

Mayor Boyd moved to approve the award of Contract 24-17 Community Center Relay, seconded by Aldersperson Carpenter.

Aldersperson Carpenter asked if this project had been planned. Eric Rakers, City Engineer, stated it had been planned with some budget being in 2023 and an increase approved in 2024 budget to do additional work including relocating the sanitary sewer. Aldersperson Carpenter shared concerns about using a new contractor.

Mr. Rakers stated that contractors have to submit a prequalification packet in order to be considered for construction projects.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Dan Carpenter
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

14. Consideration and possible action on the State/Municipal Financial Agreement with WisDOT for I-41-Southbridge Road Interchange*

Eric Rakers, City Engineer, stated the Wisconsin Department of Transportation (WisDOT) is continuing construction on the I41 and Southbridge (Generations Boulevard) interchange project. The first phase of the project that started in 2024 was early fill placement in the interchange due to very poor subsoils and this agreement is for the next phase. The next phase will be constructing the pavement and bridge for the interchange later in 2025, which the City will have a small cost for. The costs are associated with the architectural surface treatment with stamped concrete in the roundabouts, concrete staining on the overpass, and minor sanitary sewer and water valve box adjustments. For this work to be completed, the City needs to enter into a State/Municipal Financial Agreement (SMFA) with WisDOT and the estimated cost for the City portion of the work is \$3,631.

Mayor Boyd moved to approve the State/Municipal Financial Agreement with WisDOT for I-41 Southbridge Road Interchange, seconded by Alderperson Carpenter.

Alderperson Hansen questioned if the name of the road is being included on the bridge. Scott Thoresen, Public Works Director, stated that staff will look into it.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Jonathon Hansen
SECONDER:	Dan Carpenter
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

15. Consideration and possible action on State/Municipal Financial Agreement-1st Revision for STH 32 from Merrill Street to Cook Street*

Eric Rakers, City Engineer, stated the City entered into a State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT) for resurfacing of STH 32 (Broadway Street) from Merrill Street to Cook Street. The City's estimated cost on the original SMFA was \$19,550 and is increasing to \$42,500 with the Revision #1. The City has received a SMFA Revision #1 for this project. Since this section of STH 32 is connecting highway, the City needs to enter into the SMFA which requires the City to fund 25% of the design. The cost has increased due to overall project cost increases with the revised project now including the construction of sidewalk on the east side of STH 32 from Bomier Street to Cook Street.

Alderperson Hansen moved to approve the State/Municipal Financial Agreement – 1st Revision for STH 32, seconded by Alderperson Carpenter.

Alderson Hansen asked if curb and gutter were being installed and how the sidewalk construction will be funded. Mr. Rakers stated the sidewalk cost will be included as part of the project but it will need to be maintained by the City and curb and gutter were being added to the one side of the roadway for the sidewalk. Alderson Hansen asked when the work was scheduled to be completed and questioned it being 2027 or 2028. Mr. Rakers stated he could not recall and would look into it and get back to Alderson Hansen with the answer. Scott Thoresen, Public Works Director, confirmed construction in 2027.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Jonathon Hansen
SECONDER:	Dan Carpenter
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

16. Consideration and possible action on updates to 2024 General Conditions and Standard Specifications

Eric Rakers, City Engineer, stated there were not a lot of changes and they were mostly minor revisions. Mr. Rakers specifically shared that changes were made to the tracer wire specification and minor modifications to water main specifications. Mr. Rakers asked if the Board would like details on the individual changes. Mayor Boyd stated that he had read it through and asked if there were specific questions from Board members. Alderson Hansen questioned the use of flex-o-rings to reduce vibration similar to on railroad crossing usage or similar materials. Mr. Rakers stated that the City has been using 2 inch rubber rings for quite a while and the addition of flex-o-ring was to offer another manufacturer. Mr. Rakers added that there is a belief that the rubber rings do absorb some of the energy from traffic. Mayor Boyd asked if there were any other parts to be highlighted. Mr. Rakers stated it was all pretty minor and reflects changes in the industry. Mr. Rakers added that some of the changes were things staff was already allowing including the changes in the concrete type which is allowed by DOT and does not produce as much carbon to create. Mayor Boyd asked if contractors would have any issues with the changes. Mr. Rakers stated they would not.

Alderson Hansen moved to approve the updates for 2025 General Conditions and Standard Specifications, seconded by Alderson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Jonathon Hansen
SECONDER:	Dan Carpenter
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Mike Eserkaln
EXCUSED:	Shana Defnet Ledvina

IV. Future Agenda Items

None

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 9:24 PM, seconded by Alderson Eserkaln. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Marovich



Request for Board of Public Works Action

MEETING DATE:	February 10, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Consider and Possible Action Regarding Proposals for City Hall 1 st Floor Remodel for Design and Construction Services*
RECOMMENDED ACTION:	Staff is recommending hiring Berners – Schober Associates in the amount of \$14,000.

ATTACHMENTS:

Consider Proposals for 1st Floor City Hall Remodel for Design and Construction Services 2-5-2025, 2025 City Hall 1st Floor Office Remodel RFP, City Hall 1st Floor Remodel Proposal Summary 1-31-2025, Berners - Schober Proposal for De Pere City Hall 1st Floor Remodel, SEH's Proposal for De Pere City Hall 1st Floor Office Remodel, CityofDePere_Somerville 01_30

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: February 5, 2025
RE: Consider and Possible Action Regarding Proposals for City Hall 1st Floor Remodel for Design and Construction Services*

The 2025 approved budget includes \$300,000 for City Hall 1st floor remodel. The intent of the remodel is to create more office/cubicle space due to the addition of employees over the past few years.

Staff solicited for design and construction services (see attached request for proposals) from three (3) consultants and received two (2) proposals (See attached summary). Staff reviewed the proposals (See attached proposals) and did reference checks. Staff is recommending hiring Berners – Schober Associates in the amount of \$14,000.

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



December 29, 2024

RE: Request for Proposals City Hall 1st Floor Office Remodel

The City of De Pere would like to invite your firm to submit a proposal for design and bidding services for City Hall 1st floor office remodel.

GENERAL INFORMATION

The City is looking for a design firm to prepare a design and bid for remodeling the 1st floor office area of City Hall that best fits the needs of the growing departments. Priorities include relocating the file storage area and copiers to interior rooms/spaces and creating or demising office spaces to give employees more natural light. The City is looking at a minimum to:

- Relocate three (3) offices
- Two (2) offices demised into four (4) offices
- One (1) conference room
- Two (2) additional cubical spaces

Attached with this proposal are the concepts the City has considered.

The City is looking for a design firm to evaluate the above mentioned concepts and potentially other design concepts that will meet the needs of the various departments. It is the intent to remodel the 1st floor area with the least amount of impact on the interior building structure. The intent of phasing the project for construction is to relocate staff accordingly to accommodate the construction remodel.

In addition, the design firm will need to incorporate in the design the necessary ADA improvements as identified in the attached recommended ADA improvement findings.

SCOPE OF WORK:

1. Design Services (is defined as all the services leading up to bidding of the project):
 - a) Review existing building plans.
 - b) Meetings with the City of De Pere. The firm shall plan for meeting attendance at, but not limited to, the following meetings:
 - 1) Kickoff meeting with City staff to discuss design options. This meeting could be in person or virtual.
 - 2) Preliminary design meeting. This meeting needs to be in person.
 - 3) Miscellaneous meetings with City staff to address decisions with technical designs. These meetings could be in person or virtual.
 - 4) Meetings with Board of Public Works, Finance and Personnel Committee, City Council and City staff to discuss proposed design options and recommendations. These meetings need to be in person.
 - c) Highlight and make owner aware of any concerns with the cost estimates or conceptual designs.
 - d) Prior to starting technical design, the Consultant shall provide 2D rendering of preliminary design concepts for the first floor remodel.
 - d) Provide detailed plans, technical specifications and cost estimates for the chosen design option. Technical specifications shall include all drawings and specifications necessary to successfully complete the project.
 - f). Submit plans and technical specifications for any City of De Pere, local and/or state approvals.
 - g) Make changes to technical specifications and drawings as required and/or needed by City of De Pere, local and/or state approvals.
 - h) Collect and review product data and material samples. Prepare specifications, including the products, materials and finishes of each component or system.
 - i) Obtain all necessary permits required for the construction of this project.
 - j) Provide timeline of events for developing project manual and bidding.
 - k) Upon completion of the technical specifications and drawings, the Consultant shall develop and create the project manual for the purposes of competitively bidding the project under Wis. Stats. §62.15. The project manual, technical specifications, special provisions, bid items, and associated measurement for payment descriptions shall follow the City of De Pere Department of Public Works Standard Specifications for bidding and be consistent with the City of De

Pere's format for project manuals provided in a Word document. Detailed cost estimate needs to be completed.

2. Bidding Services

- a) The Consultant shall be responsible for competitive bidding on the project.
 - b) The Consultant shall work cooperatively with City staff to post the project on the City's Quest account.
 - c) The Consultant shall work cooperatively with City staff to advertise in the Press Times and for potential bidders.
 - d) The Consultant shall be responsible to pre-qualify bidders using the City of De Pere guidelines and requirements.
 - e) The Consultant shall be actively involved in answering questions during the bidding process and/or address amendments to the project manual.
 - f) The Consultant shall provide the Project Manual in a .pdf and Word document to the City.
 - g) The Consultant shall provide eight (8) copies of the Project Manual for the purpose of being made available to prospective bidders and staff.
 - h) The Consultant shall coordinate and attend project bid opening.
 - i) The Consultant shall be active in the selection of a contractor and provide their recommendation to the Board of Public Works and Common Council. These are two (2) separate meetings.
3. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feel are necessary to complete the project.

ADDITIONAL OPTIONAL SERVICES:

If there is funding available, the City will be looking at obtaining pricing from the consultant to further assist in providing construction management services if the construction moves forward in 2025.

1. Construction Management Services:

- a) The Consultant is expected to lead, manage, and successfully execute the overall construction of the project.
- b) Coordinate all local and/or state permits or approvals.

- c) Review and approve all shop drawings.
- d) At the start of construction, the consultant shall provide the City with a detailed outline of budget and timeline.
- e) The Consultant shall conduct regular inspections of the project to ensure the project is being constructed to the standards set forth in the project manual. The frequency of inspections shall be daily unless otherwise approved by the City.
- f) Administer and coordinate with City staff any required or needed change orders.
- g) The Consultant shall coordinate a weekly meeting with the contractor, Consultant and City to review progress and address concerns.

SCHEDULING:

The schedule for the project is as follows:

- Receive proposals by January 31, 2025
- Award the proposal at the Board of Public Works on February 10th and the Common Council on February 18th.
- Begin design as soon as the agreement is signed (Early March 2025)
- Complete preliminary design concepts and initial design concept cost estimates by March 31, 2025.
- Complete final design and construction estimates by April 15, 2025.
- Bid office remodel project May 2025.
- Complete office remodel project by September 2025.

INSURANCE REQUIREMENTS:

- A. The company shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:
 - 1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non- owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000 per person/per accident.
 3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
 4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.
- B. Proof of Insurance. The company shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the company meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under company's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

ADDITIONAL INFORMATION:

- Sample consultant agreement is attached. Terms and conditions of a proposer's Standard Agreement for Services shall not be incorporated into Consultant Agreement absent specific language thereof in the Consultant Agreement itself.
- 1st floor design concepts.
- 1st floor ADA improvements.

FEE:

The proposed fee schedules shall be submitted on the attached form.

Should there be any items outside the scope of services listed in the proposal your firm feels should be included, we encourage the firm to include alternate fees for such work.

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

PAYMENT:

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

PROPOSAL SUBMITTALS:

Company proposal should include the following information in the order listed:

1. Company Background and Information
 - a. Include location of office, years of relevant experience, size of organization, other companies you may be cooperating with, list of staff and relevant experience, etc.
2. Understanding of Project
 - a. Develop a summary of your understanding of the project, what needs to be done, and how you plan to accomplish those tasks.
3. Similar Projects
 - a. List a minimum of 3 projects of similar scope and service.
4. References
 - a. List a minimum of 5 references related to similar work.
5. Timeline
 - a. Show a detailed timeline of your plan to bring this project to successful completion.
6. Fee
 - a. Firm shall submit prices on proposal sheet provided with this proposal to complete all work mentioned above.

Proposals shall be submitted via e-mail to sthoresen@deperewi.gov

Proposals shall be marked "City Hall 1st Floor Office Remodel" and received no later than 10:00 A.M. on January 31, 2025.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of City.

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere
2025 City Hall 1st Floor Office Remodel

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Telephone Number:_____

Company Representative:_____

Signature:_____

Design Services: \$ _____

Bidding Services: \$ _____

Optional Construction Management Services: \$ _____

City Hall 1st Floor Remodel Proposal Summary

Company Name		LS
Berners -Schober Associates		\$14,000.00
SEH		\$82,300.00
Somerville Architects & Engineers		No Bid

bernersch■ber

INTRODUCTION LETTER

De Pere will foster an engaged community spirit and encourage forward thinking to seize on opportunities for education, business, recreation, and culture — with steadfast support for the city's history and character.

Dear Mr. Thoresen,

We are pleased to submit our proposal to provide design and bidding services for the City Hall 1st Floor Office Remodel. With a proven track record of delivering services that exceed our clients' expectations, we are confident in our ability to deliver a functional, sustainable, and cost-effective design that meets the evolving needs of the City of De Pere.

Our team has extensive experience in office renovations that emphasize efficient space utilization, employee well-being, and ADA compliance. We recognize the importance of preserving the building's structural integrity while creating a modern work environment that promotes natural light and enhances productivity. Additionally, our collaborative approach ensures seamless communication with City staff and stakeholders, enabling us to develop designs tailored to your unique requirements.

This project is an exciting opportunity for our team, as many Berners Schober employees have deep personal connections to De Pere—whether they grew up here or chose to make this city their home in recent years. Our firm takes great pride in contributing to the communities where we live and work, and we are especially honored to support De Pere's growth and development through this project.

We are excited about the opportunity to collaborate with your team on the 1st floor remodel. Our proposed approach will focus on evaluating the City's conceptual ideas, providing thoughtful design solutions, and delivering a project manual that sets the foundation for successful construction.

Please feel free to reach out with any additional questions or concerns. We look forward to the potential of working together.

Sincerely,



Ian Griffiths AIA, RIBA, LEED AP BD+C
PRESIDENT / ARCHITECT
D 920.569.8660 M 920.680.0516
igriffiths@bsagb.com

FIRM OVERVIEW

310 Pine Street | Green Bay, WI 54301



who we are

Berners Schober is a full-service architectural, engineering, and interior design firm, founded in 1898. Today, we have offices in both Illinois and Wisconsin and an integrated team of over 60, which includes 12 registered architects, 7 engineers, and 4 interior designers. Our skilled personnel and breadth of experience enables us to tackle projects of various sizes and complexity. We regularly serve medical, educational, municipal, recreational, religious and commercial clients.

125+
YEARS IN
BUSINESS

create spaces that inspire

We believe originality and functionality are always required, knowing that stability is the true driver of innovation. We proudly stand behind every building, every structure, and every detail of our work, cherishing the responsibility to create memorable, long-lasting, and engaging buildings. Our structures are timeless, often becoming landmarks beloved by the communities, organizations, and companies they serve.

60+
EMPLOYEES

design with integrity + purpose

Good architecture is designed for the past, present and future. It enhances its surroundings. It brings out the best in its occupants. And it lasts through unlimited uses. We hold ourselves to the highest standards because good architecture pushes boundaries. It takes the right risks, and it changes the way we think about a building. That being said, cleverness and ingenuity are only possible when they grow from a solid foundation. Knowing what's realistic, what people want, and what will help them thrive drives every decision we make.

2
STATES

design to adapt, build to last

We measure our success on the impact our buildings have in their communities. They are places to heal. Places to worship. Places to socialize. Places to work. Places to learn. Our greatest honor is being able to positively impact people's lives through architecture.

1
INTEGRATED
TEAM

KEY TEAM MEMBERS



Ian W. Griffiths AIA, RIBA, LEED AP BD+C
PRESIDENT | ARCHITECT

Ian is president of Berners Schober and has been associated with the firm since 1991. He has experience with libraries, municipalities, and government agencies, including local, state, and federal clients. He is comfortable leading multidisciplinary design teams on multi-phase projects. Ian has a natural aptitude for diving into and probing a problem to find the best solution. He has a history of serving as the principal-in-charge for a multitude of projects, including several for the University of Wisconsin-Madison.

EDUCATION

Graduate Diploma in
Architecture
Bachelor of Architecture
DeMontfort University,
England

REGISTRATION

Registered Architect:
Wisconsin

PROJECT EXPERIENCE

Student-Athlete Performance Center -
University of Wisconsin-Madison
Madison, Wisconsin

Sage Hall Academic Building -
University of Wisconsin-Oshkosh
Oshkosh, Wisconsin

Horizon Village Residence Hall -
University of Wisconsin-Oshkosh
Oshkosh, Wisconsin

Rosemary Garfoot Public Library -
Village of Cross Plains
Cross Plains, Wisconsin

Office Addition & Warehouse -
Kaukauna Utilities
Kaukauna, Wisconsin

Downtown YMCA Renovation -
Greater Green Bay YMCA
Green Bay, Wisconsin

NE Regional HQ & Service Center -
Wisconsin Dept. of Natural Resources
Howard, Wisconsin

South End Zone Renovation -
University of Wisconsin-Madison
Madison, Wisconsin



Ryan Evers AIA
ARCHITECT | ASSOCIATE

Ryan is an architect and project manager at Berners Schober. He joined the firm in 2015 and was promoted to associate in 2024. He works closely with clients and project teams to deliver successful projects from start to finish. Ryan’s diverse experience includes healthcare facilities, local non-profit organizations, athletics projects for the University of Wisconsin, and recreational facilities, showcasing his ability to adapt and excel across a variety of project types.

EDUCATION

Bachelor of Science,
Architectural Studies
University of Wisconsin-
Milwaukee

REGISTRATION

Registered Architect:
Wisconsin

PROJECT EXPERIENCE

South End Zone Renovation -
University of Wisconsin-Madison
Madison, Wisconsin

Downtown YMCA Renovation -
Greater Green Bay YMCA
Green Bay, Wisconsin

Bed Tower Relocations -
HSHS St. Mary’s Hospital
Decatur, Illinois

Museum Expansion -
Children’s Museum of Green Bay
Green Bay, Wisconsin

Children’s 10th Floor Remodeling -
HSHS St. Vincent Hospital
Green Bay, Wisconsin

ICU Remodeling -
HSHS St. John’s Hospital
Springfield, Illinois

West Side YMCA Renovation -
Greater Green Bay YMCA
Green Bay, Wisconsin

ICU Expansion Phase 2 -
HSHS St. Vincent Hospital
Green Bay, Wisconsin

KEY TEAM MEMBERS



Bob Van Lanen RD
FIRE PROTECTION & PLUMBING DESIGNER | ASSOCIATE

Bob is a plumbing and fire protection designer responsible for code compliance, specification writing, and coordination. He has been with Berners Schober since 1987 and draws from a diverse range of project types to help design teams find the best plumbing-related solutions. Bob’s plumbing design experience includes medical gas system design, piping, specialty systems, storm water, sanitary, and facility planning.

EDUCATION
Associate Degree,
Architectural Technology
Northeast Wisconsin
Technical College

REGISTRATION
Registered Fire Protection/
Plumbing Designer:
Wisconsin

- PROJECT EXPERIENCE**
- | | |
|---|--|
| Cort Condon Hall -
University Village Housing, Inc.
<i>Green Bay, Wisconsin</i> | Sports Center Replacement -
University of Wisconsin-Madison
<i>Madison, Wisconsin</i> |
| Camp Randall Stadium Renovation -
University of Wisconsin-Madison
<i>Madison, Wisconsin</i> | Fox River Expansion -
National Railroad Museum
<i>Green Bay, Wisconsin</i> |
| Hospital Modernization -
HSHS St. John’s Hospital
<i>Springfield, Illinois</i> | Community Living Center Expansion -
Dept. of Veterans Affairs Great Lakes
<i>Iron Mountain, Michigan</i> |
| Kroc Corps Community Center -
The Salvation Army Green Bay
<i>Green Bay, Wisconsin</i> | Ambulatory Surgery Center -
HSHS St. Mary’s Hospital
<i>Green Bay, Wisconsin</i> |



Matt Veriha PE
TREASURER | MECHANICAL ENGINEER

Matt is a mechanical engineer and the firm treasurer. He has been with Berners Schober since 1995. He specializes in HVAC design, with a focus on optimization of energy efficiency payback. Matt strives for dependable and sustainable systems with user-friendly interfaces. Heat recovery chillers, domestic water preheat, heat wheels, radiant heating/cooling slabs, variable primary flow chillers, and condensing boilers are routinely used in his sustainable HVAC designs.

EDUCATION
Bachelor of Science,
Architectural
Engineering
Milwaukee School of
Engineering

REGISTRATION
Professional Engineer:
Wisconsin, Illinois,
Missouri, Michigan

- PROJECT EXPERIENCE**
- | | |
|--|---|
| Unit H & J Air Unit Replacement -
HSHS St. John’s Hospital
<i>Springfield, Illinois</i> | KI Expansion -
City of Green Bay
<i>Green Bay, Wisconsin</i> |
| Air Handling Unit No. 8 Replacement -
HSHS St. Nicholas Hospital
<i>Sheboygan, Wisconsin</i> | Energy Efficiency Improvements -
City of Green Bay
<i>Green Bay, Wisconsin</i> |
| Cort Condon Hall -
University of Wisconsin-Green Bay
<i>Green Bay, Wisconsin</i> | Boiler Replacement No. 2 -
Door County Medical Center
<i>Sturgeon Bay, Wisconsin</i> |
| Fire Station Air Unit Replacement -
City of Green Bay
<i>Green Bay, Wisconsin</i> | Police Chiller & Air Unit Replacement -
City of Green Bay
<i>Green Bay, Wisconsin</i> |

KEY TEAM MEMBERS



Michael Leibham PE
ELECTRICAL ENGINEER | ASSOCIATE

Mike is an electrical engineer who joined Berners Schober in 2002. He has 38 years of experience in the electrical engineering field. He oversees the electrical department, working in all building types. Mike has previously managed numerous electrical projects for education-based projects. Mike’s experience includes lighting, power distribution, lighting controls, telecommunications, fire alarm, security, and sound systems.

EDUCATION
Bachelor of Science,
Electrical Engineering
University of Wisconsin-
Milwaukee

REGISTRATION
Professional Engineer:
Wisconsin

PROJECT EXPERIENCE

Student-Athlete Performance Center - University of Wisconsin-Madison <i>Madison, Wisconsin</i>	West Addition - HSHS St. Mary’s Hospital <i>Green Bay, Wisconsin</i>
Patient Tower Renovations - HSHS St. John’s Hospital <i>Springfield, Illinois</i>	Cort Condon Hall - University of Wisconsin-Green Bay <i>Green Bay, Wisconsin</i>
Patient Room & ED Addition - Door County Medical Center <i>Sturgeon Bay, Wisconsin</i>	KI Expansion - City of Green Bay <i>Green Bay, Wisconsin</i>
Kroc Corps Community Center - The Salvation Army <i>Green Bay, Wisconsin</i>	Pharmacy & Radiology Expansion - US Dept. of Veterans Affairs <i>Iron Mountain, Michigan</i>



Kristin Pritchard IIDA
INTERIOR DESIGNER | ASSOCIATE

Kristin is an NCIDQ-certified interior designer with 15+ years of experience designing for corporate, government, education, and medical facilities. She has a strong skill set with 3D modeling and illustration graphics programs and is involved with all aspects of design from space planning to finish and furniture selection and specification. Kristin uses her extensive knowledge of design trends, products, and material application to reinforce the client’s brand and create quality, timeless, and impactful interiors.

EDUCATION
Bachelor of Arts, Interior
Design
University of Wisconsin-
Stout

REGISTRATION
Registered Interior
Designer: Wisconsin
NCIDQ

PROJECT EXPERIENCE

Student-Athlete Performance Center - University of Wisconsin-Madison <i>Madison, Wisconsin</i>	Cort Condon Hall - University of Wisconsin-Green Bay <i>Green Bay, Wisconsin</i>
Reeve Union Addition & Remodeling - University of Wisconsin-Oshkosh <i>Oshkosh, Wisconsin</i>	Campus Expansion - Golden House, Inc. <i>Green Bay, Wisconsin</i>
Downtown YMCA Renovation - Greater Green Bay YMCA <i>Green Bay, Wisconsin</i>	Kohl Center Addition & Remodeling - University of Wisconsin-Madison <i>Madison, Wisconsin</i>
Rose + Wood Hall Remodeling - University of Wisconsin-Green Bay <i>Green Bay, Wisconsin</i>	Volleyball Locker Room Remodeling - University of Wisconsin-Madison <i>Madison, Wisconsin</i>

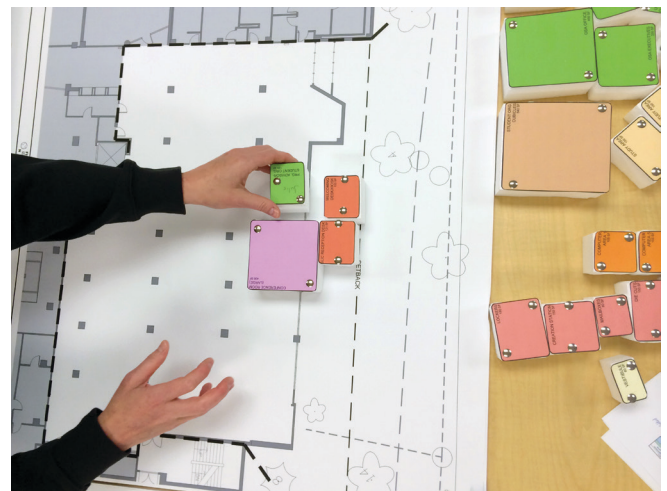
PROJECT UNDERSTANDING

Understanding of the Project

We understand that the City of De Pere is looking to remodel its City Hall's first floor office space to accommodate the growth of some departments. It is the City's intent for the project to focus on improving functionality and natural light exposure for employees while minimizing structural impact. Key elements of the project will include relocating file storage and copiers to interior rooms, converting and adding office spaces, creating a conference room, and providing additional cubicle spaces. Ensuring compliance with ADA requirements and phasing construction to reduce disruptions to staff operations are also critical aspects of the project.

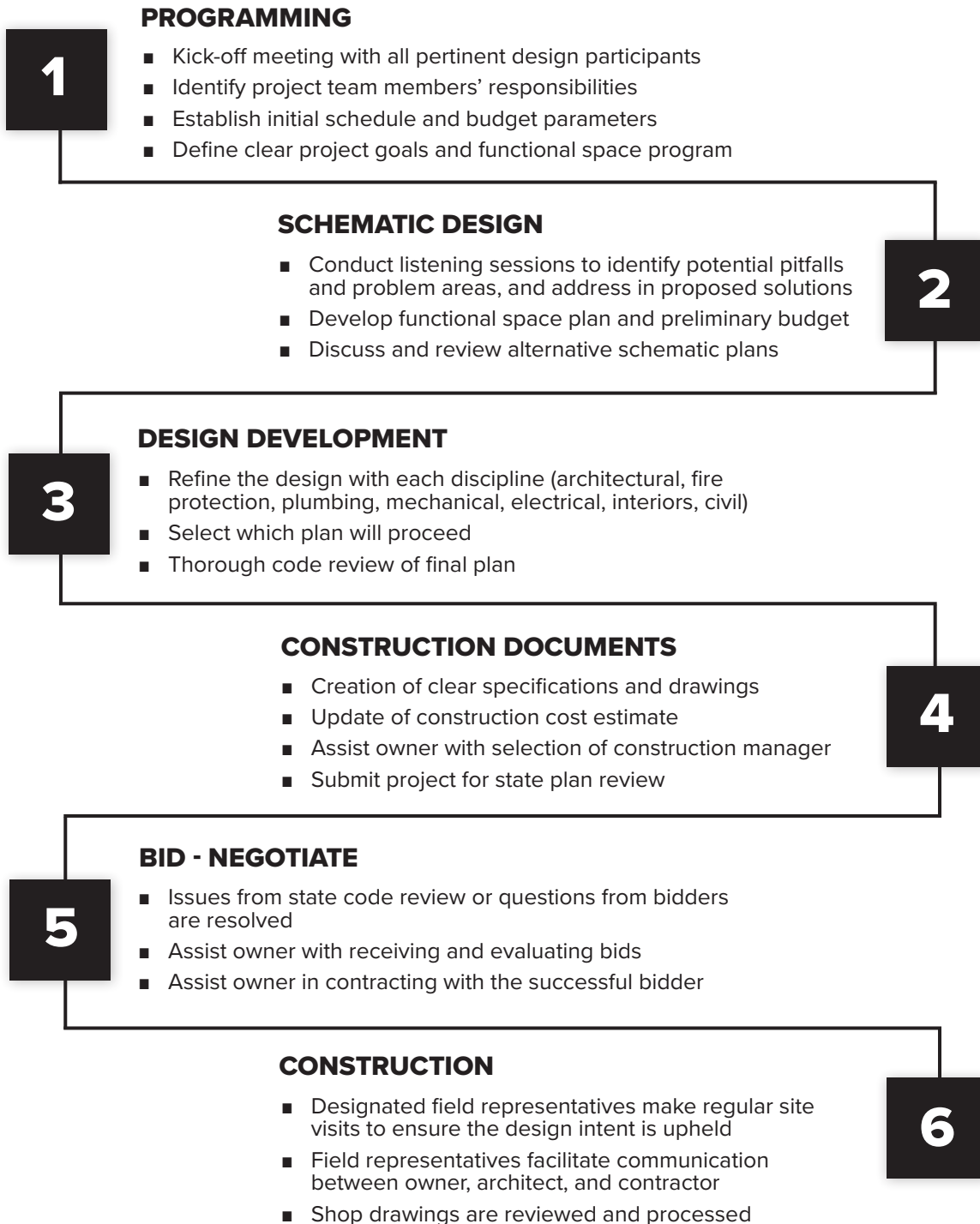
What Needs to Be Done

- **Review Existing Plans and Concepts:** Berners Schober staff will begin by assessing the provided building plans, existing layouts, and the City's conceptual ideas. This review will allow us to identify both opportunities and potential constraints for the project.
- **Engagement and Coordination:** Collaboration is central to our process. We will conduct meetings with City staff to gather input, refine design concepts, and ensure the final design meets the functional needs of the affected departments.
- **Preliminary Design:** Our multidisciplinary team of architectural, engineering, and interiors staff, will develop renderings to visualize the proposed changes. The design will prioritize efficient space utilization, enhanced natural lighting, and full compliance with ADA standards. By leveraging our in-house expertise across disciplines, we ensure a cohesive and integrated design solution tailored to your needs.
- **Detailed Plans and Specifications:** Berners Schober will prepare technical specifications, material selections, and cost estimates for the project. These documents will provide clear guidance to contractors and ensure the project is executed to the highest standards. We will also work to obtain necessary approvals and permits.
- **Bid Preparation:** Berners Schober will create a comprehensive project manual, complete with technical specifications, including materials and finishes. Our team will actively engage with prospective contractors, address questions, and support bid evaluation to select the most qualified partner for construction.



DESIGN APPROACH

Recognizing that every project has unique requirements, our approach for this project has been tailored to meet your specific needs. The team we've assembled contains highly qualified architects and engineers with extensive building typology knowledge and proper response capability. In addition, they have significant relevant experience and strong project management skills. Both will enable us to maintain focus on the critical tasks and decisions necessary to successfully deliver your project.



RELEVANT EXPERIENCE



city hall 6th floor remodel

City of Green Bay | *Green Bay, Wisconsin*

The City of Green Bay's Community and Economic Development department occupies the 6th floor of City Hall. Much of the floor retained its original 1950s small, private offices and formal counter for public interaction. City staff wanted to open up the plan and refresh their workspace to create a more collaborative environment both among staff and with the public. Another key goal of the renovation was to establish a workplace culture that would improve staff retention and attract new talent.

The reconfigured open layout draws staff out of their private offices and allows for improved grouping of office functions. Interactions with residents now take place at high-topped standing-height desks in a welcoming reception area. Interspersing informal work areas, such as a high collaboration table adjacent to staff work areas, inspires and supports a teamwork ethic.

A neutral color palette lends the space a clean and contemporary look that is still inspired by the building's vintage, while the use of menswear patterned carpet, wood wallcovering, and specialty lighting add warmth and texture. The exposed structure at the ceiling of the staff break room contributes to a more creative, casual feel for city employees. The revised layout of the break room toward the existing windows allows it to take full advantage of the 6th floor's expansive views.

project size
10,000 sf

project cost
\$500,000

completion
2018

client contact
Steven Grenier, PE
Director of Public Works
City of Green Bay
(920) 448-3097
stevengr@greenbaywi.gov

RELEVANT EXPERIENCE



office renovation

Foundations Health + Wholeness | *Green Bay, Wisconsin*

Foundations needed additional space to accommodate its growing operations. The owner and design team's challenge was to transform the building's small punched window openings and narrow interior corridors into a welcoming, daylit, and safe environment. Staff survey responses focused on key characteristics the renovation should convey: safety, serenity, privacy, and comfort. Together, these elements needed to communicate that the nature of Foundations' work involves mind, body, and spirit.

The nature of counseling work presents the conflicting need for privacy and openness: privacy, for discussions with patients; and openness, for the safety of staff and awareness of client movement through the building. Glass walls with sound seals were used to address these concerns. Locating corridors along the outside wall allowed daylight to penetrate across the space and into private offices. The lower-level plan placed large interactive spaces and a lounge adjacent to the upper windows for the same reasons. Overhead doors can be rolled up to create large, flexible spaces and spread natural light even further.

The interior furnishings and color selections focused on soothing the mind and spirit with calming colors. Added insulation in the existing structure minimized the floor-to-floor noise transfer to maintain a quiet setting. This was especially critical over the youthful interactive space, where young people learn social and life skills to help them transition through foster care.

project size
15,630 sf

project cost
\$2.4 million

completion
2017

client contact
Ryan Good
Executive Director
Foundations Health &
Wholeness
(920) 437-8256
rgood@afcscounseling.org



RELEVANT EXPERIENCE



golden house campus expansion

Golden House, Inc. | *Green Bay, Wisconsin*

Golden House engaged Berners Schober to design a new facility that would support their mission of providing help and healing to individuals and families affected by domestic violence.

The new 20-room resident wing allows Golden House to assist twice as many families as their previous facility. The resident spaces are designed to provide a comfortable, home-like feel while utilizing resilient finishes to minimize maintenance. The rooms include amenities such as private bathrooms, a fridge, a sink, and a microwave to empower residents to maintain independence. The outreach and administration wing provides private spaces for outreach services as well as offices for their growing staff.

A calming and intentionally minimalistic finish palette was chosen for ease of maintenance, to limit distractions, and to create an appealing space for many different people. The organization's brand is infused through a gold signage wall at reception, golden wood tones throughout, and a hospitality aesthetic in the resident wing.

The building and entry are prominently located along a busy road, but within the walls of Golden House, there are multiple levels of security, including enhanced security technology, extensive privacy screening, and carefully placed entry points and circulation paths. The result is a safe, calm, healing environment at a time when residents need it the most.

project size
34,000 sf

project cost
\$8.8 million

completion
2023

client contact
Dina Borremans
Development Director
Golden House, Inc.
(920) 435-0100
dina@goldenhousegb.org



RELEVANT EXPERIENCE



financial trading & personal financial planning lab

University of Wisconsin-Green Bay | *Green Bay, Wisconsin*

The Financial Trading and Personal Financial Planning Laboratories at the University of Wisconsin-Green Bay's Cofrin School of Business (CSB), is a technology-rich environment, set up to simulate virtual professional stock and commodities trading, collaborative team portfolio construction, as well as other associated business analysis activities.

The new Personal Financial Planning (PFP) Laboratory focuses on individual students needing assistance and creating personal finance strategies for them. This space also houses a computing study laboratory for PFP students, the CSB Phoenix Finances Fly peer-to-peer counseling office, and the Volunteer Income Tax Assistance (VITA) program.

This project creates a space that serves more than just the students of the University of Wisconsin-Green Bay. University faculty as well as the area's business community now have a functional place to congregate, collaborate, and interact. This new use of space was designed from beginning to end to align with the CSB's core values of community engagement, leadership, innovation, and sustainability.

project size
2,250 sf

project cost
\$465,000

completion
2022

client contact
Jeff Jacobs
Chief Facilities Officer
University of Wisconsin-
Green Bay
(920) 465-2394
jacobsj@uwgb.edu

RELEVANT EXPERIENCE



office expansion & renovation

Séura | Green Bay, Wisconsin

Located on Green Bay's east side, Séura develops and manufactures innovative TV/mirror solutions for both indoor and outdoor spaces. This award-winning company wanted to elevate their existing office space to reflect their innovative contemporary spirit, while conveying a sense of harmony between design and technology throughout the new spaces.

The building structure and ducts are left partially exposed for a modern industrial look, in keeping with the facility's use. Partial ceiling clouds are located away from large, south-facing windows to maximize available daylight. The break room was outfitted with durable materials, and generously sized so that it could also serve as a space for social gatherings. A glass garage door (a nod to the company's roots as a start-up in a garage) adds vibrancy to the industrial atmosphere of the space and opens to the manufacturing area to allow all-company meetings.

Corporate identity is boosted in all departments with a branded color palette featuring accents of red. The remodeled facility includes an additional 20 open office workstations and 5 private offices, along with expanded engineering workspaces and testing areas. Shared areas include a large group training space to accommodate 65 people, several collaborative work areas, and a custom showroom. Throughout the remodeled spaces environmental graphics are utilized to create a fun and inviting environment, while reinforcing the feel of a modern technology company.

project size
10,825 sf

project cost
\$603,000

completion
2017

client contact
Gretchen Gilbertson
President/CEO
Séura
(920) 857-9069
gretchengi@seura.com



RELEVANT EXPERIENCE



satellite corporate office

Secura Insurance | Appleton, Wisconsin

In late 2014, Secura Insurance of leased a vacant property on Appleton, Wisconsin's south side to accommodate its growing employee population. At the time the lease agreement was entered, the property was a brick building shell, with no delineated space and a gravel floor. The intent was to relocate approximately 200 of the company's employees to the new location within a year.

Berners Schober saw the empty shell as an opportunity to transform this building into a welcoming professional environment. A new entryway greets employees and guests into the facility. The warm color palette is accented with wood grains throughout the office. The facility includes 140 open office workstations, 20 private offices, three conference rooms, and several collaborative work areas. A newly furnished break room and kitchenette area doubles as a large group meeting and presentation space. Finally, a private patio was created to allow the employees to enjoy the outdoors during the summer.

project size
25,000 sf

project cost
\$2.4 million

completion
2015

client contact
Clint Dusenbery
Facilities Manager
Secura Insurance Companies
(920) 739-3161
cdusenbery@secura.net

TIMELINE

We have a proven track record of success in delivering projects within our clients’ budget and schedule parameters. All proposed team members have reviewed the below schedule, along with their current and projected workloads, and see no issues in providing services for this project. We believe this to be sufficient time to complete the proposed work.

MILESTONES	MONTHS								
PROJECT PHASE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
PROPOSALS DUE	*								
PROJECT AWARD		*							
PRELIMINARY DESIGN & INITIAL COST ESTIMATES									
FINAL DESIGN & CONSTRUCTION ESTIMATES									
BIDDING					*				
CONSTRUCTION									

FEE

City of De Pere
2025 City Hall 1st Floor Office Remodel

Proposed Fee Schedule

Company Name: Berners-Schober Associates, Inc.

Company Address: 310 Pine Street, Green Bay, WI 54301

Company Telephone Number: 920-432-4865

Company Representative: Ian Griffiths

Signature: 

Design Services: \$ 8,000.00**

Bidding Services: \$ 500.00

Optional Construction Management Services: \$ 1,500.00

****If necessary, the production of existing CAD drawings will be billed as an extra service. This would be billed as an hourly service, using the rates on the following page with an anticipated cost of \$4,000.00**

Berners Schober Hourly Billing Rates For Period January 1, 2025 to December 31, 2025	
Managing Principal	\$ 240.00
Principal	\$ 220.00
Project Manager	\$ 200.00
Senior Professional	\$ 190.00
Project Professional	\$ 170.00
Staff Professional	\$ 150.00
Senior Technical Staff	\$ 140.00
Technical Staff	\$ 125.00
IT Support/Accounting	\$ 130.00
Administrative Staff	\$ 115.00
Student Staff	\$ 80.00

Project Manager includes: Architects, Engineers, Designers, and Field Representatives/staff providing unique or specialized project services

Senior Professional includes: Architects, Engineers, Designers, and Field Representatives

Project Professional includes: Architects, Engineers, Designers, and Field Representatives

Staff Professionals includes: Intern-Architects, Engineers-in-Training (EIT) and Designers

Technical Staff includes; BIM/CADD Specialists, rendering, and modeling staff

****Consultant and Sub-Consultant rates may vary from above listed rates.**

FACILICAD

WHAT IS FACILICAD?

Your relationship with Berners Schober doesn't stop once construction is complete. We also offer a facilities management solution called faciliCAD, which allows your facilities team to finally have a single source of truth for all things related to space, people, and assets. From small facilities managing 100,000 sq ft to large Fortune 500 facilities managing over 12,000,000 sq ft, our clients trust faciliCAD for its simplicity, reliability, and affordability. Developed from years of industry experience, faciliCAD provides all the tools facility managers need in one, bundled package. No add-ons and no user restrictions - all at an affordable price point.

SOME OF OUR CLIENTS



WHY USE FACILICAD?



IMPROVE EFFICIENCY

By streamlining tasks such as asset tracking, space planning, move management, and reporting



MAKE BETTER DECISIONS

With real-time data and analytics that can help with everything from optimizing space usage to streamlining inspections



STAY COMPLIANT

With regulatory requirements by having one place to track and maintain safety equipment, conduct regular asset inspections, and more

"For many years now, faciliCAD has provided New Jersey Institute of Technology with a very cost-effective solution to manage and inventory our campus space. Its flexibility, and great reporting features allow us to make it available to the whole campus community. Additionally, customer support is always available to troubleshoot and resolve any concerns timely and efficiently. We love the endless customization possibilities that faciliCAD has to offer."

Jaime Montano, New Jersey Institute of Technology

"After researching other facility management software packages, faciliCAD was chosen because the software was affordable and could be implemented with minimal training. The software has been very easy to start creating our database for over 200 buildings on our campus. Anyone who can use AutoCAD will find that faciliCAD is very intuitive and will learn the software quickly. Customer service and technical support are excellent!"

Valerie Dillon, Southwest Research Institute

REFERENCES



Ryan Good

president | CEO

Foundations Health & Wholeness

920-437-8256 | rgood@foundationsgb.org

1061 W Mason Street | Green Bay, WI 54303

◀ **central office renovation, 2017**



Jamie Hanner

president | CEO

Greater Green Bay YMCA

920-819-4523 | jamie.hanner@greenbayymca.org

235 N Jefferson Street | Green Bay, WI 54301

◀ **downtown renovation, 2017**



Barry Fox

coordinator of athletics capital projects

University of Wisconsin Athletics

608-262-3631 | blf@athletics.wisc.edu

1440 Monroe Street | Madison, WI 53711

◀ **softball locker room renovation, 2019**



Steven Grenier, PE

director of public works

City of Green Bay

920-448-3097 | stengr@greenbaywi.gov

100 N Jefferson Street | Green Bay, WI 54301

◀ **downtown parking ramp recladding, 2013**



Jeff Jacobs

chief facilities officer

University of Wisconsin-Green Bay

920-465-2394 | jacobsj@uwgb.edu

2420 Nicolet Drive | Green Bay, WI 54311

◀ **cort condon hall, 2024**

TESTIMONIALS

I first met John Miller, Joe Dettlaff, and their professional team in June of 2015 when they prepared a proposal to do a complete remodel/rebuild of our skilled nursing facility. We chose their proposal over two others and never regretted it for a moment! The creativity and passion that was brought to us was amazing. Never was there an issue that went unaddressed. Never was there a change that they did not work to meet our request while keeping the dollar amount in line. One of the most beneficial aspects of their work was, and still is, the attention to detail. Our construction administrator was present at every construction meeting with a detailed explanation of any change, addition, or deletion.”

Charlene Everett, CEO
Odd Fellow Rebekah Homes | Green Bay, WI

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“Berners Schober has been an invaluable and trusted partner to the City of Green Bay for many years. The Berners Schober staff has long demonstrated their commitment to our projects, helping us to develop our vision and deliver unique and exciting end products. Technically outstanding and highly personable, the Berners Schober team complements the staff at the City and provides us with the resources to deliver, from architectural lighting to full facilities management. We would highly recommend having Berners Schober as part of your team as well.”

Steve Grenier, PE, Director of Public Works
City of Green Bay | Green Bay, WI

“Golden House is thrilled with our newly designed facility supporting the work we do for victims and survivors of domestic violence. This project was years in the making in concept and design to provide the beautiful and functional building we now call home. From the start, we believed that the team at Berners Schober was the best match for our project...and they were! We are grateful for their commitment to support us throughout the build as we negotiated unfamiliar territory. They did not waver on that promise as they patiently and professionally walked us through to the end. We are so grateful to the team at Berners Schober for taking our unique needs and vision and making a dream facility come to life.”

Cheeia Lo, Executive Director
Golden House, Inc. | Green Bay, WI

“When it came time to select an architect for the major renovation of our historic Downtown YMCA, we knew exactly where to turn: to the original firm that designed this building in 1925. Much like our building, Berners Schober has stood the test of time. We were thoroughly pleased with the quality of work, personal sense of pride, and exceptional approach to problem solving that they displayed during this project. I was especially pleased with how every member of Berners Schober’s team interacted with our staff, consultants and construction manager. A unique element of our project was securing historic tax credits, which made up a large portion of our funding. The team at Berners Schober was instrumental in helping us successfully navigate every major step in the process. We will not hesitate to consider Berners Schober for future projects.”

Steve Harty, Former President | CEO
Greater Green Bay YMCA | Green Bay, WI

“Berners Schober’s team did an amazing job taking the unique needs and services from Foundations’ multiple programs, and integrated all of those priorities efficiently and beautifully within the building. They took the time to meet with staff from all levels of the organization as well as some consumers of the organization to form a holistic picture of the organization’s needs and desires...Ian and his team provided great leadership for Foundations, were very responsive, and patient as we worked through the many different choices and directions that came about in a project of this nature. The team was creative, provided concrete choices, and would advocate for certain things based off their depth of experience - all of which the Foundations’ team was pleased with upon completion.”

Ryan Good, President | CEO
Foundations Health and Wholeness | Green Bay, WI

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“Berners Schober has provided us with architecture that enhances and compliments our game day atmosphere. They have created buildings for us that are functional and durable, within the fiscal goals of a public institution. Their solutions have addressed all of our requirements including budget, schedule, safety, and accessibility. Camp Randall Stadium offers a great setting for its fans and visitors, due in large part to the efforts of Berners Schober and the environment they have created.”

Alan Fish, Former Associate Vice Chancellor for Facilities Planning and Management
University of Wisconsin-Madison | Madison, WI

AWARDS

Golden House, Inc.: Campus Expansion | Green Bay, WI

2023: City of Green Bay - Mayor's Beautification Award
2023: The Daily Reporter - Top Projects of 2023

University of Wisconsin-Madison: Camp Randall Stadium South End Zone | Madison, WI

2023: American Council of Engineering Companies (ACEC) Engineering Excellence Awards - National Recognition
2023: American Council of Engineering Companies (ACEC) Wisconsin Engineering Excellence Awards - Best of State
2023: The Daily Reporter - Top Projects of 2023

Freedom House Ministries: Freedom House Expansion | Green Bay, WI

2021: AIA Wisconsin 2021 Design Awards - Merit Award
2021: U.S. Wood Design Awards 2021 - National Winner: Jury's Choice
2021: City of Green Bay - Mayor's Beautification Award
2020: The Daily Reporter - Top Projects of 2020

University of Wisconsin-Madison: UW Field House Restoration | Madison, WI

2021: Madison Trust for Historic Preservation - Restoration Award

University of Wisconsin-Oshkosh: Reeve Union Expansion & Renovation | Oshkosh, WI

2018: The Daily Reporter - Top Projects of 2017

Greater Green Bay YMCA: Downtown YMCA Renovation | Green Bay, WI

2017: Brown County Historical Society - Historic Preservation Award
2017: City of Green Bay - Mayor's Beautification Award

Door County Memorial Hospital: North Shore Medical Clinic Expansion & Renovation | Sturgeon Bay, WI

2017: International Interior Design Association (IIDA) WI Chapter - Award of Excellence in the Healthcare Category

Secura Insurance: Satellite Office | Appleton, WI

2016: International Interior Design Association (IIDA) WI Chapter - Award of Excellence in the Office + Corporate Category

Cana Island Light Station Historic Restoration | Baileys Harbor, WI

2015: The Daily Reporter - Top Projects of 2015

University of Wisconsin-Madison: Student-Athlete Performance Center | Madison, WI

2014: ENR Midwest - Best Projects Award: Sports & Entertainment
2014: International Interior Design Association (IIDA) WI Chapter - Award of Excellence in the Educational Category
2014: Associated General Contractors of Wisconsin - Build Wisconsin Award, Renovation
2013: The Daily Reporter - Top Projects of 2013
2013: United States Green Building Council (USGBC) - LEED (Commercial Interiors) Silver Certification

St. Anthony School: Fire Restoration | Oconto Falls, WI

2014: International Interior Design Association (IIDA) WI Chapter - Award of Excellence in the Educational/Institutional Category
2014: Association of General Contractors Wisconsin Chapter - Build Wisconsin Award, Renovation
2013: Association of General Contractors Wisconsin Chapter - Build Wisconsin Award, Citation for Lighting + Daylighting

Wisconsin Department of Natural Resources: Northern Regional Headquarters & Service Center | Spooner, Wisconsin

2014: Wisconsin Green Building Alliance - Sustainability & Energy Efficiency (SE2): Merit Award
2013: United States Green Building Council (USGBC) - LEED (New Construction) Silver Certification

University of Wisconsin-Oshkosh: Sage Hall | Oshkosh, WI

2013: Wisconsin Green Building Alliance - Sustainability & Energy Efficiency (SE2): Special Citation for Lighting + Daylighting
2012: Association of General Contractors Wisconsin Chapter - Build Wisconsin Award, New Construction
2012: United States Green Building Council (USGBC) - LEED (New Construction) Gold Certification
2012: Wisconsin Masonry Alliance (WMA) Excellence in Masonry Award - Best of Clay Masonry
2011: The Daily Reporter - Top Projects of 2011

University of Wisconsin-Oshkosh: Horizon Village | Oshkosh, WI

2013: Brick in Architecture - Bronze Award for Education

thank you.

On behalf of the entire Berners Schober team, we thank you for taking the time to review our statement of qualifications.

To review our expanded portfolio and learn more about our firm, please visit our website at: www.bernersschober.com

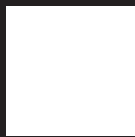
bernerssch ■ **ber**

Wisconsin:

310 Pine Street | Green Bay, WI 54301

Illinois:

1 N Old State Capitol #310 | Springfield, IL 62701



PROPOSAL FOR PROFESSIONAL SERVICES

City Hall 1st Floor Office Remodel

DE PERE, WISCONSIN | JANUARY 31, 2025



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists

January 31, 2025

City of De Pere
Department of Public Works
Scott Thoresen, PE, Director
sthoresen@deperewi.gov



Building a Better World
for All of Us®

RE: City Hall 1st Floor Office Remodel

Dear Mr. Thoresen and Members of the Selection Committee,

The City of De Pere is taking steps to bolster the quality of services it provides for local residents and business owners. With plans to remodel City Hall to meet capacity needs for growing departments, the City requires the services of an experienced consultant partner – one that has significant experience planning and designing renovations to municipal facilities and that has developed strong relationships with client communities across Wisconsin.

The Short Elliott Hendrickson Inc. (SEH®) team is ready to help guide you through this process. Working alongside the City, we are committed to achieving your vision for this remodel, and we are prepared to provide the following advantages:

Collaboration with the City

Having worked with the City of De Pere on recent architectural design projects, including the Public Works Building and ongoing Municipal Service Building renovation, we look forward to continuing to build on our partnership. We are ready to work once again with your staff to relocate offices, design additional workspaces, and provide a conference room that will enable the City to accommodate your growing departments and help optimize the services they provide to your community.

Office Remodel Experience

In addition to our previous work with the City, our collective team brings considerable experience with renovation design for municipal and corporate office facilities. We have successfully reinvented workspaces for municipal departments across the state, as well as for companies like Kimberly-Clark, Milwaukee Tool, and Thrivent Financial, that prioritize the user experience and accommodate growth. We are excited to continue applying these core principles to the design of this City Hall remodel.

Efficient Processes and Results

For public projects like this, it's important for the design consultant to work efficiently and cost-effectively. We understand the importance of working within the budget allotted for this project, and we will provide precise design and close communication for streamlined service.

We appreciate the opportunity to provide our professional service proposal to you. Should you need any clarification on the provided information, feel free to reach out to me at 920.585.4320 or tfrank@sehinc.com.

Respectfully submitted,



TREVOR FRANK AIA, LEED AP®, NCARB, PMP
ARCHITECT IN WI
PROJECT MANAGER, PRINCIPAL IN CHARGE

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 425 West Water Street, Suite 300, Appleton, WI 54911-6058
920.380.2800 | 888.413.4214 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

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The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

SEH is a registered trademark of Short Elliott Hendrickson Inc.

DEPEW 182959



Company Background and Information

The SEH team is once again ready to work alongside the City of De Pere and your municipal staff for this interior remodel project at City Hall. Our design team is focused on finding workplace solutions that accommodate growing departments and help the City continue to support your community's residents, businesses, and visitors.

SHORT ELLIOTT HENDRICKSON INC. (SEH®)

SEH is an employee-owned engineering, architectural, environmental, and planning company that helps government, industrial, and commercial clients find answers to complex challenges.



Our 900-plus employee-owners share a core purpose: Building a Better World for All of Us®. This approach reflects a companywide commitment to improving the quality of life by designing safer, more sustainable infrastructure for government and helping industrial and commercial clients achieve their business goals.

Headquartered in St. Paul, Minnesota, SEH is serving clients across the nation with projects in nearly every state.

OFFICE PROJECT EXPERIENCE

SEH has decades of experience helping clients develop efficient, welcoming, healthy, and safe working environments that foster collaboration and creativity. Each of our key staff members, including our subconsultants, has been integral in helping our clients expand the workplace to meet or exceed the expectations of today's workforce.

LOCATION

CORPORATE ADDRESS

3535 Vadnais Center Drive,
St. Paul, MN 55110-3507

PROPOSING OFFICE

425 West Water Street, Suite
300, Appleton, WI 54911-6058

SHORT ELLIOTT
HENDRICKSON INC.
founded in

1927 

WE PARTNER WITH CLIENTS



in nearly every
U.S. state and many
Canadian provinces

EMPLOYING



900+

engineers, architects,
planners, scientists, and
talented professionals

WHO WORK TOGETHER TO SERVE

4

market areas: mobility,
better places, clean water,
and renewing infrastructure



AN IMPRESSIVE **80%**



of our clients are
repeat customers

OUR PARTNER

MSA PROFESSIONAL SERVICES, INC. (MSA)

MSA specializes in the sustainable development of communities. They achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, they do whatever it takes to meet each need, working to make communities stronger in the process. It's more than a project. It's a commitment.

MSA's roots reach back to 1919. Once a rural land survey company, their firm now consists of more than 425 professionals across 17 offices.

MSA works closely with institutions, governments, and private clients on both new buildings and renovation projects to develop plans, anticipate and circumnavigate challenges, expedite the permitting process, and see each building project through, every step of the way. Their experience also extends to historic preservation for housing and office buildings, bringing new life to time-honored facilities. MSA is proud of the reputation they have earned through professional performance and caliber of their employees.



PROJECT TEAM

The team listed below is ready to get to work on your behalf. Each brings significant experience working alongside municipal staff and in the design of remodel projects. Their qualifications are detailed on the pages to follow.

ORGANIZATIONAL CHART

City of De Pere

Scott Thoresen, PE
Director of Public Works

MANAGEMENT

Trevor Frank AIA, LEED AP®, NCARB, PMP
Project Manager, Principal in Charge | SEH

ARCHITECTURE

Jim Lynch AIA
Project Architect | SEH

VISUALS

Taylor Douglas
Visualization Specialist | SEH

MECHANICAL ENGINEERING

Jason Testin DES
Sr. HVAC Engineer | MSA

ELECTRICAL ENGINEERING

Laura Gilbert PE
Sr. Electrical Engineer | MSA

SEH OFFICE FACILITY SERVICES



- Site evaluation
- Space needs studies
- Schematic design
- Design development
- Construction documents
- Construction administration
- Sustainable/LEED design
- Interior design
- Code analysis
- Structural evaluation
- Building condition studies
- Roofing design
- Restoration/renovation
- Asset management
- Public involvement
- Design-build
- Facilities master planning
- Facilities consolidation
- Workplace transformation
- Furnishings selection
- Equipment management

The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

TREVOR FRANK AIA, LEED AP®, NCARB, PMP

PROJECT MANAGER, PRINCIPAL IN CHARGE | SEH

Trevor will oversee the entire remodeling project, making sure that all phases are completed on time, within budget, and meet the City's requirements. Trevor is a senior architect and project manager with experience in a wide variety of building types, including municipal, educational, industrial, commercial, and renovation/restoration projects. He is responsible for coordination of project budgets, scheduling, and marketing efforts. Trevor provides project management for architectural projects, including new design and renovation of facilities for both the public and private sectors. He has project experience including various state and federal projects.

EXPERIENCE

- Municipal Services Building Renovation – De Pere, WI
- Kimberly-Clark Worksmart Office Renovation – Neenah, WI
- Thrivent Financial Workplace Strategy - B2 Phase – Appleton, WI
- Thrivent Financial Workplace Strategy - D1 West Phase – Appleton, WI
- City Hall and Police Station Design – Kaukauna, WI
- Municipal Services Building – Kimberly, WI
- Discovery Center: New Library and Village Hall – Osceola, WI



33
YEARS OF
EXPERIENCE



EDUCATION

Master of Science, Architecture
University of Wisconsin-Milwaukee

Bachelor of Science, Architecture
University of Wisconsin-Milwaukee



REGISTRATIONS/CERTIFICATIONS

Architect in WI, AZ, FL, GA, IA, IL, IN, KY, MI, MN, NC, ND, NE, OH, RI, SD, TN, and VA

Project Management Professional (PMP), Project Management Institute

LEED AP, U.S. Green Building Council

Architect, National Council of Architectural Registration Boards

JIM LYNCH AIA

PROJECT ARCHITECT | SEH

Jim will develop and refine the design concepts, making sure that the remodeled office area meets the functional and aesthetic needs of the City.

Jim is a project architect with extensive experience in design of commercial, industrial, educational, residential, and religious facilities. He has worked on variety of building project types, sizes, and complexity. Jim's responsibilities frequently include programming, facility assessments, design, estimating, construction documents, specifications, and construction administration.

EXPERIENCE

- Municipal Services Building Renovation – De Pere, WI
- Kimberly-Clark Worksmart Office Renovation – Neenah, WI
- City Center East Office Renovation (Thrivent Financial) – Appleton, WI
- Village Hall Expansion – Bellevue, WI
- City Hall and Police Station Design – Kaukauna, WI
- Discovery Center: New Library and Village Hall – Osceola, WI
- Municipal Services Building – Kimberly, WI



34
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Architecture
University of Wisconsin-Milwaukee



REGISTRATIONS/CERTIFICATIONS

Architect in WI

TAYLOR DOUGLAS

VISUALIZATION SPECIALIST | SEH

Taylor will create renderings of the design concepts to help the City visualize the proposed changes and make informed decisions. Taylor is an architectural technician with experience in the design of civic/public facilities. She works with clients and project design team members to develop conceptual and schematic designs for a wide range of building types, completes test fits and space need assessments, and brings proficiency in programs such as Rhinoceros, Revit, AutoCAD, Adobe Suite, and Enscape to each project.



6
YEARS OF
EXPERIENCE



EDUCATION

Master of Architecture
University of Michigan

Bachelor of Science
Architectural Studies
University of Wisconsin-Milwaukee

EXPERIENCE

- Village Hall Expansion – Bellevue, WI
- Library Work Room Improvements – Kaukauna, WI
- New Public Works Facility – Ripon, WI
- Municipal Services Building – Kimberly, WI
- City of Oshkosh Regional Training Facility – Oshkosh, WI
- Prairie du Chien Public Safety Building – Prairie du Chien, WI

JASON TESTIN DES SR. HVAC ENGINEER | MSA

Jason will design mechanical systems, making sure the remodeled office area meets the necessary HVAC, plumbing, and other mechanical requirements. Jason has broad experience with a variety of project types including municipal buildings, schools, hospitality, manufacturing, water parks and even a monastery. Jason originates designs, equipment specifications and brings knowledge and judgment to every project he oversees. He has a lot of experience in the design of geothermal heat pump systems. As these systems develop and gain greater acceptance in the community, Jason expands his knowledge and understanding of the technologies involved.



EXPERIENCE

- Municipal Service Building – De Pere, WI
- Black River Falls Municipal Utilities – Black River Falls, WI
- Waupaca County Highway Facility – Waupaca, WI
- Kaukauna Municipal Services Renovation – Kaukauna, WI
- Sheboygan Falls Municipal Building Renovations – Sheboygan Falls, WI

23 years of experience // BS, Mechanical Engineering, Tri-State University-Angola, IN // Designer of Engineering Systems in WI

LAURA GILBERT PE SR. ELECTRICAL ENGINEER | MSA

Laura will develop and manage the electrical systems, making sure the remodeled office area has adequate power distribution, lighting, and other electrical needs.

Laura is experienced in electrical design for commercial buildings. Lighting design is her passion, and she is also well-versed in electrical distribution, fire alarm, and telecommunications design. She has provided electrical design for numerous LEED-certified buildings, including two Platinum-certified buildings. Laura's favorite part of a project is walking into a finished space and seeing how her design went from concept to reality, ready to be utilized. Key project experience includes municipal buildings, schools, libraries, churches, and public safety buildings.



EXPERIENCE

- Marshfield Utilities Building – Marshfield, WI
- Black River Falls Municipal Facility – Black River Falls, WI
- Kaukauna Municipal Building – Kaukauna, WI
- Fox Valley Technical College JJ Keller Transportation Building – Appleton, WI

24 years of experience // BS, Architectural Engineering, Milwaukee School of Engineering // Professional Engineer in WI, IA, IL, GA, KS, MI, and MN



Understanding of Project

Based on our understanding of the City's needs, our team is prepared to get to work on this remodel immediately. Our plan to deliver this project in a timely and efficient manner is outlined below and on the pages to follow.

During a recent site meeting and discussion the City Finance Director, we discussed the layout and current conditions of the work area that is part of the project limits of this RFP. The Finance Director provided a detailed walkthrough, addressing several key points.

First, there are no current issues concerning personal comfort (temperature, humidity), power, or data within the work area. This is a positive indicator that the **existing infrastructure is adequate to support ongoing activities**.

The preliminary layout developed by the City proposes converting the current office space into a storage room. This decision is primarily driven by the **significant mechanical noise** present in that section of the office, which **disrupts the working environment**.

Furthermore, the project scope includes the **addition of two extra cubicles**. These will need to be purchased unless a matching set can be sourced from another department, which could potentially save costs.

During the inspection, the SEH team did not observe any sprinkler heads, indicating that there will be **no need to modify the fire suppression system**. This simplifies the project by reducing the need for additional fire safety modifications and additional engineering services to expand or modify the existing fire suppression system.

It was emphasized to our team that **project cost is a crucial factor**. Moreover, looking to the future, we understand that the Fire Department is likely to move out of the building within the next three to five years. If this occurs, another renovation will likely be needed. Therefore, it is prudent to **consider the potential for future changes when selecting materials and finishes** for the current project.

In summary, the site visit provided valuable insights into the project's requirements and constraints, especially regarding budget considerations and future planning. This input will be instrumental in guiding the project towards a **cost-effective and sustainable outcome**.



BASED ON OUR UNDERSTANDING OF YOUR SPACE, DEPARTMENTS, AND GOALS, WE'LL DEVELOP COST-EFFECTIVE AND FUTURE-PROOF SOLUTIONS.



SCOPE OF WORK

DESIGN SERVICES

For the design of this project, SEH will:

- Review the existing building plans
- Attend various meetings, including:
 - A kickoff meeting with City staff to discuss design options, which can be in-person or virtual
 - A preliminary design meeting, which will be in-person
 - Miscellaneous meetings with City staff to address decisions with technical designs, which can be in-person or virtual
 - Meetings with the Board of Public Works, Finance and Personnel Committee, City Council, and City staff to discuss proposed design options and recommendations, which will be in-person
- Highlight and make the City aware of any concerns with the cost estimates or conceptual designs
- Before starting the technical design, provide 2D renderings of preliminary design concepts for the first-floor remodel
- Provide detailed plans, technical specifications, and cost estimates for the chosen design option; technical specifications will include all drawings and specifications necessary to successfully complete the project
- Submit plans and technical specifications for any City of De Pere, local, and/or state approvals
- Make changes to technical specifications and drawings as required and/or needed by City of De Pere, local, and/or state approvals
- Collect and review product data and material samples and prepare specifications, including the products, materials, and finishes, of each component or system
- Obtain all necessary permits required for the construction of this project
- Provide a timeline of events for developing the project manual and bidding
- Upon completion of the technical specifications and drawings, develop and create the project manual for the purposes of competitively bidding the project under Wis. Stats. §62.15
 - The project manual, technical specifications, special provisions, bid items, and associated measurement for payment descriptions will follow the City of De Pere Department of Public Works Standard Specifications for bidding and will be consistent with the City of De Pere's format for project manuals provided in a Word document
 - A detailed cost estimate will be completed



BIDDING SERVICES

For the bidding phase, SEH will:

- Be responsible for competitive bidding on the project
- Work cooperatively with City staff to post the project on the City's Quest account
- Work cooperatively with City staff to advertise in the *Press Times* and for potential bidders
- Pre-qualify bidders using the City of De Pere guidelines and requirements
- Be actively involved in answering questions during the bidding process and/or addressing amendments to the project manual
- Provide the project manual in a PDF and Word document to the City
- Provide eight copies of the project manual for the purpose of being made available to prospective bidders and staff
- Coordinate and attend the project bid opening
- Be active in the selection of a contractor and provide our recommendation to the Board of Public Works and Common Council; these are two separate meetings

ADDITIONAL OPTIONAL SERVICES

If there is funding available, SEH will provide pricing to further assist in providing construction management services if the construction moves forward in 2025.

CONSTRUCTION ADMINISTRATION SERVICES

During the construction administration phase, SEH will:

- Lead, manage, and successfully execute the overall construction of the project
- Coordinate all local and/or state permits or approvals

- Review and approve all shop drawings
- Provide the City with a detailed outline of the budget and timeline at the start of construction
- Conduct regular inspections of the project to make sure it is being constructed to the standards set forth in the project manual; the frequency of inspections will be daily unless otherwise approved by the City
- Administer and coordinate with City staff any required or needed change orders
- Coordinate a weekly meeting with the contractor, consultant, and City to review progress and address concerns



Similar Projects

Our team has extensive experience in interior office remodel projects, delivering high-quality results that enhance both functionality and aesthetics. We look forward to leveraging this experience, including the three projects detailed in this section, to update your existing facility and help enhance the daily operations of your municipal departments.

KIMBERLY-CLARK OFFICE RENOVATIONS

KIMBERLY-CLARK | NEENAH, WI



K-C has invested tens of millions of dollars over nearly a decade in a renovation and workplace efficiency reorganization. K-C made the investment in its people and infrastructure to improve workplace efficiency and update aging building systems. SEH has been supporting K-C Facility Management with the design and construction administration of their West Office 2 facility and the West Research and Engineering facility. All Neenah site locations were renovated as part of this Master Plan. SEH was selected as K-C's sole source provider for the design, permitting, and construction administration support.

Moving to a highly efficient workspace meant a culture change for employees who were used to private offices and high cubical walls. SEH worked with the end users and a change management consultant to address the concerns of the employees.

The main goal of the client was to improve floor plate efficiency and right size the square foot per employee allowance. The other substantial priority was to increase natural light to the interior.



SERVICES

- Site analysis (for up to five sites)
- Space planning and programming
- Schematic design and construction documents
- Architectural design
- Interior design
- Furniture installation coordination
- Change management facilitation
- Construction administration and project close-out

DATE OF COMPLETION

2015

PROJECT BUDGET

\$9.5 million

MILWAUKEE ELECTRIC TOOL ON-CALL SERVICES

MILWAUKEE ELECTRIC TOOL | VARIOUS LOCATIONS



SEH on-call architectural services for Milwaukee Tool include a wide range of their buildings located throughout southeastern Wisconsin, as well as others in Illinois, Indiana, Mississippi, and most recently Vietnam. Some of these projects are new construction, but most of them have been alterations to existing buildings.

Corporate Headquarters Multi-Story Office Alterations – Milwaukee, WI

This five-floor, 350,000 sq. ft. alteration included architectural branding, bringing in natural light to a multi-story office building, stud wall offices, conference rooms, cube farms, lab spaces, hotel spaces, collaboration spaces, exercise area, and state-of-the-art kitchen, café, and cafeteria areas. SEH assisted as a consultant from the initial building review prior to Milwaukee Tool's purchase of the space to the overall design reviews of offices and cubicle arrangements, lab areas, branding, kitchen, and custom furniture.

Main Campus – Brookfield, WI

Alterations included turning the former corporate office and manufacturing plant into corporate offices, laboratories, meeting spaces, and a kitchen/café serving 1,800 employees. This included documentation of the built environment and the design of stud wall offices, conference rooms, cube farms, lab spaces, hotel spaces, collaboration spaces, exercise area, and state-of-the-art kitchen, café, and cafeteria areas.



SERVICES

- Branding architecture
- Office and lab layout assistance
- Kitchen design
- Custom furniture design
- Shop drawing approval
- Structural engineering
- Hazardous chemical reviews
- Government submittals to local and state agencies

DATE OF COMPLETION

Ongoing

PROJECT BUDGET

Varies, due to the on-call nature of the contract

THRIVENT FINANCIAL WORKPLACE STRATEGY – B2 PHASE

THRIVENT FINANCIAL | APPLETON, WI



As part of an eight-year multi-phase renovation, the B2 phase involved over 19,000 sq. ft. in area. This \$3.25 million phase involved reworking an outdated conference/training room area into a new open office area with exposure to natural light. Additionally, several of the existing training rooms were remodeled with updated finishes and equipment. The renovation also included remodeling the existing boardroom area into three new conference rooms with the center room being the new boardroom. This area features a new “living wall” just outside of the board room, a break out area with amenity space, new decorative lighting and ceilings, and direct connections to exterior views with automatic shades. The boardroom area is directly adjacent to the cafeteria, so a new glass wall with better acoustical properties was added, along with acoustic panels in the corridor and cafeteria area, which greatly improved the acoustics of the overall space.

SERVICES

- Branding architecture
- Office and conferencing renovation
- Interior design
- Structural engineering
- Construction administration

DATE OF COMPLETION

2020

PROJECT BUDGET

\$3.25 million





References

As a 100% employee-owned company, the foundation of our success at SEH is grounded in the satisfaction of our client partners, as well as our ability to perform services that meet all client goals. The following section provides project references; we encourage you to contact each reference to verify the tireless commitment SEH makes to each client partner and, ultimately, to further explore how the proposed SEH team may best serve on your behalf.



SUE RUONAVARRA, FACILITY PLANNER

KIMBERLY-CLARK | NEENAH, WI

920.721.4473 | sue.ruonavarra@kcc.com



JEREMY FERCH, SVP, BUSINESS OPERATIONS

MILWAUKEE TOOL | VARIOUS LOCATIONS

262.790.6446 | jeremy.ferch@milwaukeeetool.com



KRISTIE SCHWAHN, FACILITIES PLANNING MANAGER

THRIVENT FINANCIAL | APPLETON, WI

920.628.2485 | kristie.schwahn@thrivent.com



MIKE STANLEY, FIRE CHIEF

CITY OF OSHKOSH, WI

920.236.5235 | mstanley@ci.oshkosh.wi.us



JOHN NEUMEIER, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CITY OF KAUKAUNA, WI

920.766.6305 | neumeier@kaukauna-wi.org



Timeline

SEH will deliver the services outlined in the RFP and this proposal in accordance with the following proposed timeline.

MILESTONES		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Consultants receive proposals	01/31/25	x								
Award the proposal at the Board of Public Works and the Common Council	02/10/25, 02/18/25		x							
Begin design as soon as the agreement is signed	03/2025			x						
Complete preliminary design concepts and initial design concept cost estimates	03/31/25			x						
Complete final design and construction estimates	04/15/25				x					
Bid office remodel project	05/2025					x				
Complete office remodel project	09/2025									x



Below is the cost we have proposed to complete the scope of services required to deliver this study.

City of De Pere 2025 City Hall 1st Floor Office Remodel

Proposed Fee Schedule

Company Name: Short Elliott Hendrickson Inc.

Company Address: 425 West Water Street, Suite 300, Appleton, WI 54911

Company Telephone Number: 920.380.2800

Company Representative: Trevor Frank

Signature: 

Design Services: \$ 48,750

Bidding Services: \$ 15,425

Optional Construction Management Services: \$ 18,125

For additional services outside of those listed in the RFP for this project, our team's fees will be as follows:

Staff Role	Hourly Rate
Project Manager/Principal in Charge	\$200-220
Project Architect	\$150-185
Visualization Specialist	\$100-125
Sr. HVAC Engineer	\$150-185
Sr. Electrical Engineer	\$165-185



January 30, 2025

Scott J. Thoresen
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

RE: Request for Proposals for City Hall 1st Floor Office Remodel

Dear Scott:

Thank you for the recent invitation to submit a proposal to provide design and bidding services for the City of De Pere's City Hall 1st Floor Office Remodel.

Unfortunately, our current heavy workload and backlog prevent us from submitting a proposal. Somerville is committed to providing the best in design and customer service to our clients. This commitment dictates we take on additional workload when sufficient resources are available, ensuring the high level of service our clients have grown accustomed to.

We sincerely appreciate your invitation and hope to be considered for future opportunities with the City of De Pere. Please feel free to call me with any questions.

Respectfully,

Matthew J. Schachtner, NCARB, AIA
President | Principal Project Architect

design matters

2100 Riverside Drive
Green Bay, WI 54301-2390
T: 920.437.8136
F: 920.437.1131
somervilleinc.com



City of De Pere, Wisconsin

III.3

Request for Board of Public Works Action

MEETING DATE:	February 10, 2025
DEPARTMENT:	Engineering
FROM:	Eric Rakers, City Engineer
SUBJECT:	Consideration and possible action on award of Contract 25-06 Concrete Street Repairs*
RECOMMENDED ACTION:	Accept the bid from Sommers Construction Co., Inc. in the amount of \$458,490.50

ATTACHMENTS:

BOPW_Award_25-06_Memo, Project 25-06_Bid Tab

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2025

RE: **Consideration and possible action on award of Contract 25-06 Concrete Street Repairs***

The Engineering Department received bids on Project 25-06 Concrete Street Repairs on January 30, 2025. This project involves colored concrete sealing, concrete street rehabilitation on Profit Place, Destiny Drive and American Boulevard, and spot concrete street repairs throughout the city. The bids received are as follows:

Contractor	Amount
Sommers Construction Co., Inc.	\$458,490.50
Vinton Construction Company	\$514,870.10
Al Dix Concrete Inc.	\$547,975.00
Zignego Company, Inc.	\$675,688.00

The allocated amount from the capital improvement budget is \$730,000. Funding will be \$625,000 from General Obligation Debt for Street Management and \$105,000 for TID funding to construct a cul de sac on Profit Place.

Staff's recommendation is to accept the bid from Sommers Construction Co., Inc. in the amount of \$458,490.50

Attachments:

2025 0130 Project 25-06 Bid_Tab(PDF)



Project 25-06
Concrete Street Repairs

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Sommers Construction Co., Inc.		Vinton Construction Company		Al Dix Concrete Inc		Zignego Company, Inc	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
STORM SEWER											
ST-01	Storm Sewer 20-foot Spot Repair 15-Inch PVC	LS	1	\$4,400.00	\$4,400.00	\$6,820.00	\$6,820.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
STREET AND DRAINAGE											
SD-01	Unclassified Excavation (Profit Place Cul-de-Sac)	CY	300	\$18.40	\$5,520.00	\$69.04	\$20,712.00	\$20.00	\$6,000.00	\$30.00	\$9,000.00
SD-02	Provide Borrow Material (Profit Place Cul-de-Sac)	CY	50	\$21.00	\$1,050.00	\$0.01	\$0.50	\$20.00	\$1,000.00	\$30.00	\$1,500.00
SD-03	Concrete Pavement Removal (Profit Place Cul-de-Sac)	SY	1350	\$6.75	\$9,112.50	\$1.50	\$2,025.00	\$9.00	\$12,150.00	\$10.00	\$13,500.00
SD-04	Provide 1-1/4" Crushed Aggregate Base Course	TON	1000	\$17.95	\$17,950.00	\$0.01	\$10.00	\$16.00	\$16,000.00	\$15.00	\$15,000.00
SD-05	Provide 9-Inch Doweled Concrete Pavement (Profit Place Cul-de-Sac)	SY	800	\$71.40	\$57,120.00	\$84.09	\$67,272.00	\$95.00	\$76,000.00	\$92.00	\$73,600.00
SD-06	Remove and Replace 9-inch Doweled Concrete Pavement	SY	1900	\$89.00	\$169,100.00	\$120.48	\$228,912.00	\$115.00	\$218,500.00	\$120.00	\$228,000.00
SD-07	Remove and Replace 9-inch Doweled Concrete Pavement (3-DAY HES)	SY	10	\$94.00	\$940.00	\$125.48	\$1,254.80	\$120.00	\$1,200.00	\$300.00	\$3,000.00
SD-08	Remove and Replace 9-Inch Doweled Concrete Pavement (24-Hour HES)	SY	10	\$110.00	\$1,100.00	\$135.48	\$1,354.80	\$130.00	\$1,300.00	\$300.00	\$3,000.00
SD-09	Provide 24-Inch Concrete Curb and Gutter Integral (Profit Place Cul-de-Sac)	LF	260	\$19.00	\$4,940.00	\$18.70	\$4,862.00	\$15.00	\$3,900.00	\$60.00	\$15,600.00
SD-10	Remove and Replace 24-Inch Concrete Curb and Gutter Integral	LF	1600	\$27.00	\$43,200.00	\$31.87	\$50,992.00	\$25.00	\$40,000.00	\$60.00	\$96,000.00
SD-11	Remove and Replace Median Bull Nose	SY	5	\$150.00	\$750.00	\$200.00	\$1,000.00	\$90.00	\$450.00	\$300.00	\$1,500.00
SD-12	Provide Median Bull Nose	SY	30	\$110.00	\$3,300.00	\$135.00	\$4,050.00	\$85.00	\$2,550.00	\$150.00	\$4,500.00
SD-13	Cross-Stitching	EA	150	\$55.00	\$8,250.00	\$20.00	\$3,000.00	\$150.00	\$22,500.00	\$30.00	\$4,500.00
SD-14	Drilled Dowel Bars	EA	1300	\$14.00	\$18,200.00	\$0.01	\$13.00	\$15.00	\$19,500.00	\$20.00	\$26,000.00
SD-15	Drilled Tie Bars	EA	1000	\$8.75	\$8,750.00	\$10.00	\$10,000.00	\$12.00	\$12,000.00	\$20.00	\$20,000.00
SD-16	Landscaping: Topsoil, Seed, Fertilizer and Mulch (Profit Place Cul-de-Sac)	SY	800	\$8.00	\$6,400.00	\$17.29	\$13,832.00	\$12.00	\$9,600.00	\$9.00	\$7,200.00
SPECIAL CONSTRUCTION											
SC-01	Inlet Protection Type D	EA	40	\$80.00	\$3,200.00	\$120.00	\$4,800.00	\$100.00	\$4,000.00	\$90.00	\$3,600.00
SC-02	Adjust Inlet under 1-foot and Provide New Casting	EA	2	\$1,800.00	\$3,600.00	\$1,240.00	\$2,480.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00
SC-03	Adjust Inlet 1-foot or Greater and Provide New Casting	EA	1	\$2,700.00	\$2,700.00	\$1,390.00	\$1,390.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
SC-04	Adjust Inlet Under 1-foot	EA	19	\$400.00	\$7,600.00	\$520.00	\$9,880.00	\$500.00	\$9,500.00	\$1,000.00	\$19,000.00
SC-05	Adjust Inlet 1-foot or Greater	EA	11	\$700.00	\$7,700.00	\$670.00	\$7,370.00	\$750.00	\$8,250.00	\$1,500.00	\$16,500.00
SC-06	Adjust Manhole	EA	3	\$500.00	\$1,500.00	\$510.00	\$1,530.00	\$500.00	\$1,500.00	\$1,500.00	\$4,500.00
SC-07	Adjust Manhole and Provide New Casting	EA	1	\$1,500.00	\$1,500.00	\$1,060.00	\$1,060.00	\$1,200.00	\$1,200.00	\$1,288.00	\$1,288.00
SC-08	Slide Offset Casting onto Cone	EA	2	\$500.00	\$1,000.00	\$575.00	\$1,150.00	\$250.00	\$500.00	\$1,500.00	\$3,000.00
SC-09	Mortar Pipe Connections within Interior of Structure	EA	4	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$1,500.00	\$6,000.00
SC-10	Re-Pour Structure Flowline	EA	4	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00	\$2,000.00	\$1,500.00	\$6,000.00
SC-11	Colored Concrete Sealing	SF	32300	\$0.96	\$31,008.00	\$1.00	\$32,300.00	\$1.25	\$40,375.00	\$1.00	\$32,300.00
SC-12	Yellow Epoxy Pavement Markings (Bull Nose)	SY	40	\$140.00	\$5,600.00	\$120.00	\$4,800.00	\$125.00	\$5,000.00	\$140.00	\$5,600.00
SC-13	Traffic Control	LS	1	\$29,000.00	\$29,000.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$41,000.00	\$41,000.00
TOTAL AMOUNT BID:				\$458,490.50		\$514,870.10		\$547,975.00		\$675,688.00	



City of De Pere, Wisconsin

III.4

Request for Board of Public Works Action

MEETING DATE: February 10, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Consideration and possible action on award of Contract 25-13 Crackfilling*
RECOMMENDED ACTION: Accept the bid from Thunder Road, LLC. in the amount of \$83,500.00

ATTACHMENTS:

BOPW_Award of Project 25-13_Memo, Project 25-13_Bid Tab

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2025

RE: **Consideration and possible action on award of Contract 25-13 Crackfilling***

The Engineering Department received bids for Project 25-13 Crackfilling on January 30, 2025. This work is for the maintenance of streets and parking lots. The bids received are as follows:

Contractor	Amount
Thunder Road LLC	\$83,500.00
Asphalt Seal & Repair, Inc.	\$84,500.00
American Pavement Solutions, Inc.	\$91,400.00
Fahrner Asphalt Sealers, LLC	\$293,750.00

The allocated amount from the capital improvement budget is \$150,000 from the following sources:

- General Obligation Debt \$120,000
- Parks Department \$30,000

Staff's recommendation is to accept the bid from Thunder Road, LLC. in the amount of \$83,500.00.

Attachments:

2025 0130 CE_Project 25-13_Bid Tab (PDF)



Project 25-13
Crackfilling

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Thunder Road LLC		Asphalt Seal & Repair, Inc.		American Pavement Solutions Inc.		Fahrner Asphalt Sealers, LLC	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SPECIAL CONSTRUCTION											
SC-01	Crackfilling (HI-SPEC, Crafcoc, or Approved Equal)	LBS	50000	\$1.67	\$83,500.00	\$1.69	\$84,500.00	\$1.83	\$91,400.00	\$5.88	\$293,750.00
TOTAL AMOUNT BID:				\$83,500.00		\$84,500.00		\$91,400.00		\$293,750.00	



City of De Pere, Wisconsin

III.5

Request for Board of Public Works Action

MEETING DATE: February 10, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Consideration and possible action on award of Project 25-19
Mudjacking – Request for Proposal*
RECOMMENDED ACTION: Accept the proposal from J&S Concrete Services, LLC in the amount of \$4,250.00

ATTACHMENTS:
BOPW_Award_25-19_Memo, Project 25-19_Bid Tab

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2025

RE: **Consideration and possible action on award of Project 25-19 Mudjacking – Request for Proposal***

The Engineering Department received proposals for Project 25-19 Mudjacking on January 30, 2025. This work is for repairs to City sidewalk. The proposals are as follows:

Contractor	Amount
J&S Concrete Services, LLC	\$4,250.00
Badger Concrete Lifting, LLC	\$5,060.00
RaiseRite Concrete Lifting, Inc.	\$10,750.00

The allocated budget amount for the project from the capital improvement fund is \$10,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from J&S Concrete Services, LLC in the amount of \$4,250.00.

Attachments:

2025 0130 CE_25-19 Bid Tab (PDF)



**PROJECT 25-19
MUDJACKING PROPOSALS**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				J & S Concrete Services LLC		Badger Concrete Lifting, LLC		RaiseRite Concrete Lifting, Inc	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
SD-01	Mudjacking Curb & Gutter	LF	10	\$25.00	\$250.00	\$6.00	\$60.00	\$75.00	\$750.00
SD-02	Mudjacking Sidewalk	SF	1,250	\$3.20	\$4,000.00	\$4.00	\$5,000.00	\$8.00	\$10,000.00
TOTAL AMOUNT BID:				\$4,250.00		\$5,060.00		\$10,750.00	



City of De Pere, Wisconsin

III.6

Request for Board of Public Works Action

MEETING DATE:	February 10, 2025
DEPARTMENT:	Engineering
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Consideration and possible action on amending Chapter 22 of the De Pere Municipal Code Regarding Concrete Workers Licenses*
RECOMMENDED ACTION:	Amend Chapter 22 of the De Pere Municipal Code Regarding Concrete Workers Licenses to have them expire December 31 annually

ATTACHMENTS:

2025 0210 CE_Concrete Workers_Memo, Sec_22_10___License_for_certain_concrete_work

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Scott Thoresen, Public Works Director
Date: February 10, 2025

RE: **Consideration and possible action on amending Chapter 22 of the De Pere Municipal Code Regarding Concrete Workers Licenses***

Staff is requesting amending Chapter 22 of the De Pere Municipal Code Regarding Concrete Workers Licenses to have them expire at the end of the year.

With the current expiration, staff sends out notices in February letting contractors know of any changes to the license including updated fees and how to apply. Changing the expiration date to the end of the year would align these notices with other notices that are provided to contractors and changes to the fee schedule.

Staff recommends amending Chapter 22 of the De Pere Municipal Code Regarding Concrete Workers Licenses to have them expire December 31 annually.

Sec. 22-10. License for certain concrete work.

- (a) *Required.* Except as provided herein, no person shall build, construct, or sawcut any concrete sidewalk upon any street in the city, construct any driveway approach between the sidewalk and curb line or sawcut any curb and/or gutter upon any street in the city without first having obtained a concrete worker's license as set forth in this section. Property owners may construct sidewalk or driveway approaches upon any street abutting their own property without such license and without being required to furnish any bond otherwise required in this section, provided that they comply with all other provisions of this chapter.
- (b) *Application.* Any person desiring a concrete worker's license shall make application therefor to the director of public works. The applicant shall possess such qualifications as determined necessary by the director of public works. Licenses issued hereunder shall expire on December 31 each year.
- (c) *Fee; bond.* Each license applicant shall make payment of the application such fee as determined by resolution of the common council. Such fees may include penalties, late fees or fees for expedited process with the application. Before the license is issued, the applicant shall make and file with the director of public works a bond with good and sufficient sureties in the amount of \$5,000.00. Such bond shall be conditioned upon observation of all requirements and regulations of the city regarding sidewalks, driveway approaches and concrete saw cuts which are or may be prescribed and indemnifying the city and the property owner abutting the location where work is to be performed for failure to comply with such requirements and regulations, or failure to comply with the lines and grades furnished by the city while engaged in any concrete construction hereunder.

(Code 2001, § 22-10; Ord. No. 06-21, § 1, 7-5-2006; Ord. No. 06-33, § 2, 11-8-2006; Ord. No. 07-11, § 1, 5-1-2007)

Deleted: April 1



City of De Pere, Wisconsin

III.7

Request for Board of Public Works Action

MEETING DATE: February 10, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Consideration and possible action on Quote for 2025-2027 Consulting Services*
RECOMMENDED ACTION: Approve an agreement with REL for 2025-2027 Consulting Services

ATTACHMENTS:

2025 0210 CI_BOPW_Consulting_Services, 2025 0114 CE_RFP_2025_Consulting Services, 2025 De Pere Engineering Consulting - REL, 2025 De Pere Engineering Consulting - Vierbicher, 2025 De Pere Engineering Consulting - Cedar

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2025

RE: **Consideration and possible action on Quote for 2025-2027 Consulting Services***

The Engineering Department received proposals for consulting services for 2025 thru the 2027 calendar year. The rates will be adjusted annually based on the rate of inflation as measured by the Consumer Price Index (CPI). Staff anticipate using consulting services to assist with the modelling of storm water management facilities, wetland delineations, permitting (wetlands, navigable waterways, etc.), legal surveys, legal descriptions, easement preparation, and engineering issues that arise that exceed staff's availability or expertise. Below is a summary of expenses based on the proposal:

City of De Pere				
2025 Consulting Services Proposal Review				
February 6, 2025				
Classification	Hours	Vierbicher	REL	Cedar
Senior Engineer	20	\$130.00	\$138.00	\$185.00
Engineer	100	\$110.00	\$112.00	\$135.00
Registered Land Surveyor	20	\$130.00	\$115.00	\$135.00
Senior Technician	10	\$105.00	\$108.00	\$130.00
Technician	20	\$95.00	\$95.00	\$110.00
Clerical	5	\$85.00	\$73.00	\$95.00
Mileage (employee)		\$0.70	\$0.70	\$0.70
		\$19,575.00	\$19,605.00	\$23,875.00

The amounts based on the proposal are extremely close. Due to this, staff gathered hours for various classifications over the last three years. Below is the summary:

City of De Pere				
2025 Consulting Three Year Review				
February 6, 2025				
Classification	Hours			
	2024	2023	2022	
Senior Engineer	48.25	38.75	68.25	
Engineer	73	118.5	332.25	
Registered Land Surveyor	68.25	102.5	38.25	
Senior Technician	25.25	23	134.25	
Technician	16.75	32.75	19	
Clerical	29.5	20.5	4.5	
				Three Year Total
Vierbicher	\$29,925.00	\$38,666.25	\$66,676.25	\$135,267.50
REL	\$29,155.00	\$37,498.75	\$67,661.75	\$134,315.50
Cedar	\$35,922.50	\$45,543.75	\$82,613.75	\$164,080.00

Under the revised analysis, REL is slightly less. These numbers again are extremely close. Staff discussed in detail the close results and evaluated current ongoing projects, past experience with REL, and overall experience. All three firms possess the experience and have the resources to meet City needs. However, REL has several ongoing projects and detailed knowledge of some of the more complicated stormwater ponds, such that staff felt it is more effective to use REL with the close rates.

Staff recommends approving an agreement with REL for the above rates.

Attachments:

2025 0114 CE_RFP_2025 Consulting Services	(PDF)
2025 De Pere Engineering Consulting – REL	(PDF)
2025 De Pere Engineering Consulting - Vierbicher	(PDF)
2025 De Pere Engineering Consulting – Cedar	(PDF)

**Request for Proposals
For
Consulting Services**

The City of De Pere would like to invite your firm to submit a proposal to provide consulting services for the City of De Pere. This proposal will cover the calendar year 2025 with the ability to extend the consulting services for an additional two years should the City and Consultant mutually agree.

Your proposal must be submitted to our office by Thursday, January 30, 2025 at 2:00 P.M. Proposals can be submitted via e-mail to Eric Rakers at erakers@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere is currently designing and bidding out projects pursuant to the 2025 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, street pulverizing and overlay sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, and street), concrete street construction and reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain rates for services with the assistance in the design, permitting, and/or administration of these projects.

SCOPE OF SERVICES:

Consulting services shall include, but are not limited to:

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

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

Anticipated hours for 2025 services are shown in Table 1 below:

Table 1 - 2023 Consulting Services Hours by Classification

Classification	Hours
Senior Engineer	20
Engineer	100
Registered Land Surveyor	20
Senior Technician	10
Technician	20
Clerical	5

SCHEDULING:

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

INSURANCE:

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

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

FEE:

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

DELIVERY:

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

ADDITIONAL INFORMATION:

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

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

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

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____ (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description) _____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) ____ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated ____ (date) ____ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

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

IX. COMPENSATION

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

X. RESPONSIBILITY OF CONSULTANT

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

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national

origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

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

XVIII. SUSPENSION OF WORK

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

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

XIX. TERMINATION OF WORK

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

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

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

XX. MEDIATION

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

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

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXI. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

January 30, 2025

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

RE: Proposal for 2025 Consulting Services

Dear Mr. Rakers:

Thank you for the opportunity to provide information regarding Robert E. Lee & Associates' (REL), and our associated rates for 2025 consulting services to be provided to the City of De Pere. We value the relationship we have developed with De Pere and look forward to continuing work with the City.

REL was established in 1956 and is a full-service consulting firm specializing in civil and environmental engineering, surveying, and natural resource services. Currently, REL has approximately 60 employees at our office located in the Village of Hobart. A major focus of our business is servicing the public sector, and we pride ourselves on the many lasting relationships we have developed with municipalities like the City of De Pere. Our mission is "Quality-First" with a dedication to long-term relationships created through listening to our client's needs and providing a high-quality and timely product.

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

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

REL's civil engineering department is experienced in the design and development of facilities, including water distribution systems, sanitary and storm sewer systems, storm water management facilities, roadways, site development, permitting, bid documents, and construction administration and observation services. For storm water management, site design needs, and flood plain management, Aaron Breitenfeldt, P.E. and Brandon Robaidek, P.E. would complete the project for the City. Both are adept in engineering design and their specialty in designing storm water management facilities for projects large and small. They are also very familiar with state and local permits and their associated requirements and deadlines. Utility and street construction or reconstruction projects would likely be led by Ryan Trzinski, P.E. and/or Jennifer Liimatta, P.E. Michael Leidig, P.E. and Laura Pavelski, Engineering Technician, would also be available to assist in any of the engineering design and permitting needs De Pere may have. Major roadway or highway related work would be managed through our Transportation Department, led by Ashley Nelson, P.E. She has a tremendous command of the DOT process for local program projects.

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

Our nearly 70 years of corporate experience coupled with our talented staff has helped promote an efficient project execution style. This project execution is reinforced through continuous communication, dedicated service, and our ability to listen to the needs of our clients and the community. Also, REL's resources are available to the City directly from Brown County. Our staff does not require a lengthy commute to serve the City, as we regularly work within the boundaries of your community, further adding to our efficiency to serve the City, keeping overall project costs down.

REL has been providing the City contracted engineering services for years and currently have numerous ongoing projects that have been carried over from 2024, including storm water evaluations, large scale area development plans, easement creations, certified survey maps, wetland permitting, and a water system improvement project. Beyond our rate structure, we believe that providing consistency of service for these legacies and forward-looking projects is of great value to the City and we are hopeful to continue serving the City with your professional service needs.

Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE
RE: Proposal for 2025 Consulting Services

If you would like further company information or detailed staff resumes, we would be happy to provide them. Should you have any questions or need additional information, please feel free to contact our office. If the City would need additional technical support from individuals not categorized by the requested billing rate, REL would propose to conduct those efforts based on our attached standard 2025 labor rates. Thank you again for the opportunity to work with the City, and we look forward to working with you on your upcoming municipal needs.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

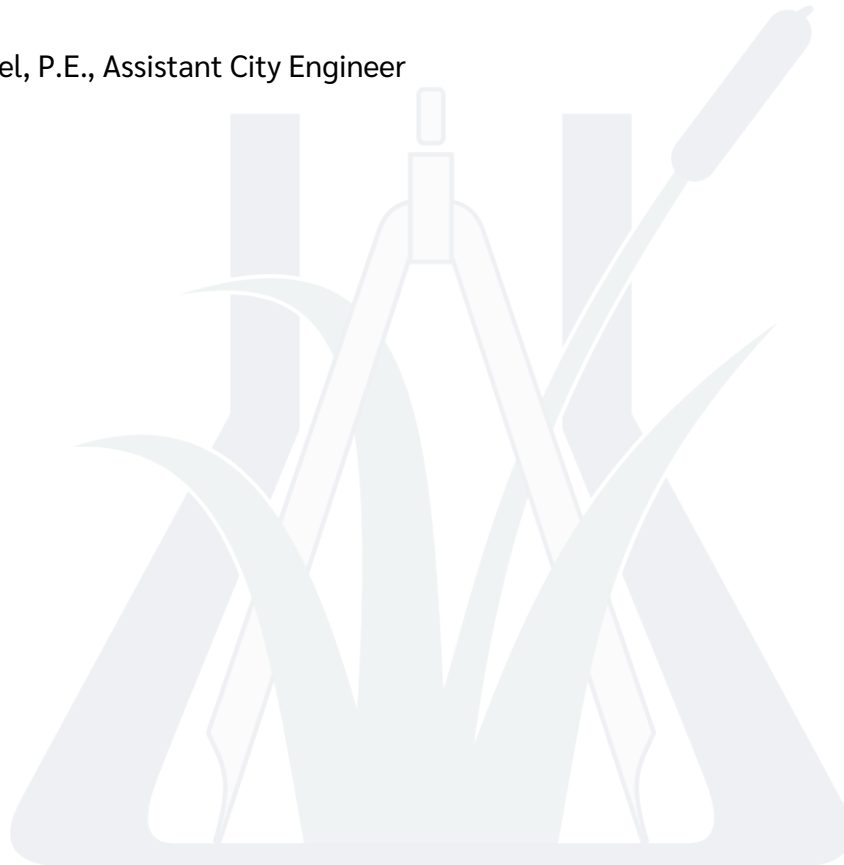


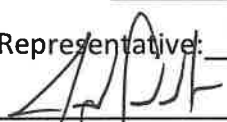
Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

JGS/LAR

ENC.

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



Proposed Fee ScheduleCompany Name: Robert E. Lee & Associates, Inc.Company Address: 1250 Centennial Centre BlvdCompany Address: Hobart, WI 54155Company Representative: Jared Schmidt, PESignature: Fee (Total): \$19,605 - based on hourly fee multiplied by the hours noted in Table 1 of RFP

Item	Fee	Unit
Senior Engineer	138	Per Hour
Engineer	112	Per Hour
Registered Land Surveyor	115	Per Hour
Senior Technician	108	Per Hour
Technician	95	Per Hour
Clerical	73	Per Hour
Mileage	0.70-employee 0.81-company	Per Mile

2025 Labor Rates for Robert E. Lee & Associates, Inc.

Staff Type	Rate
TECHNICIAN	\$ 95
SENIOR TECHNICIAN	\$ 108
TECHNICIAN INTERN	\$ 57
CIVIL ENGINEERING MANAGER	\$ 203
CLERICAL	\$ 73
COMMUNITY PLANNER	\$ 127
CONSTRUCTION MANAGER	\$ 161
ENGINEER	\$ 112
SENIOR ENGINEER	\$ 138
SENIOR PROJECT ENGINEER	\$ 165
ENGINEERING DIRECTOR	\$ 214
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 178
ENVIRONMENTAL SCIENTIST I	\$ 109
ENVIRONMENTAL SCIENTIST II	\$ 126
ENVIRONMENTAL SCIENTIST III	\$ 139
ENVIRONMENTAL SERVICES MANAGER	\$ 203
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 59
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 80
ENVIRONMENTAL TECHNICIAN I	\$ 85
ENVIRONMENTAL TECHNICIAN II	\$ 96
ENVIRONMENTAL TECHNICIAN III	\$ 117
GEOLOGIST I	\$ 106
GEOLOGIST II	\$ 122
GEOLOGIST III	\$ 135
GEOLOGIST IV	\$ 165
NATURAL RESOURCES SCIENTIST I	\$ 82
NATURAL RESOURCES SCIENTIST II	\$ 100
NATURAL RESOURCES SCIENTIST III	\$ 118
NATURAL RESOURCES SCIENTIST IV	\$ 150
NATURAL RESOURCES TECHNICIAN I	\$ 55
NATURAL RESOURCES TECHNICIAN II	\$ 66
NATURAL RESOURCES TECHNICIAN III	\$ 79
NES DIVISION MANAGER	\$ 150
PROFESSIONAL LAND SURVEYOR	\$ 115
SENIOR CONSULTANT	\$ 192
SENIOR TRANSPORTATION CONSULTANT	\$ 153
SOLID WASTE MANAGER	\$ 203
SURVEY INTERN	\$ 67
SURVEY MANAGER	\$ 157
TRANSPORTATION MANAGER	\$ 180
UTILITY COORDINATOR	\$ 111
WATER & WASTEWATER FACILITIES OPERATOR	\$ 112
WATER & WASTEWATER MANAGER	\$ 203
WWTP FACILITIES OPERATOR ASSISTANT	\$ 63
LANDSCAPE ARCHITECT	\$ 132

**Mileage billed at standard 2025 federal rate and equipment billed at REL's standard 2025 billing rate.*



January 30, 2025

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

Re: Proposal for 2025 Consulting Services
City of De Pere

Dear Mr. Rakers,

Vierbicher is pleased to submit our proposal for providing design, permitting assistance, and project administration for your 2025 capital improvement program. We are very experienced with the program improvements listed in the request for proposals and assist our municipal clients with similar projects year in and year out.

Vierbicher was founded in 1976 and has been providing municipal engineering and community development services to communities throughout Wisconsin since that time. As you may know, Mau & Associates was a local surveying and engineering company that has provided clients within the Fox Valley region engineering and surveying services since 1974. In 2023, Vierbicher acquired Mau & Associates, creating a local office in Northeast Wisconsin. Vierbicher has a strong track record of providing engineering services for municipal infrastructure projects including local street, highway, utility, and recreational projects.

Our firm has been built to provide support for Wisconsin municipalities. Our multi-disciplined capabilities and team approach enable us to combine the essential areas of expertise required to successfully complete projects and support your staff. Vierbicher has staff of 120 professionals experienced in planning, economic development, community development, public funding, surveying, municipal engineering, and landscape architecture. Our goal is to form long-term relationships with our clients so that we can be trusted advisors and function as an extension of their staff.

Services that we can assist the City with include:

- Planning, Design, Permitting, Bidding, and Administration of:
 - Municipal Street and Utility Projects
 - Storm Water Management Facilities
 - Recreational Facilities, including Parks, Trails and Athletic Fields
 - Lift Stations, Water Towers, and Wells
 - Traffic Impact Analysis and Street Light Design*

- Site Design, Project Review, Construction Observation & Administration, including:
 - Wetland Review and Delineations
 - Environmental Assessments
 - Full Civil Site Plans for single buildings and multi-phase projects
 - Quantity Takeoffs and Budget Estimates
 - Structure Review & Inspection*
- Surveying & GIS Services, including:
 - Legal Surveys, Legal Descriptions, Easements, and Exhibits
- Simple Building Design, including:
 - Park Shelters, Well Houses, Salt Storage, Public Restrooms
- Landscape Architecture, including
 - Site plans, Park Master Plans, streetscapes and massing exhibits
- Capital Improvement Planning and Funding Investigation

**Should the need arise, we propose using KL ENGINEERING as a sub-consultant to add depth to our team and assist with TIA Reviews, Traffic Modeling, Street Lighting and Structural Design.*

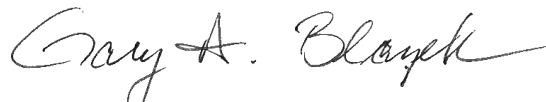
Dan Perry, PE, has been designated as the project manager and client representative to serve the City of De Pere. Dan will be the main point of contact for the Village. Dan brings extensive experience in municipal infrastructure projects to the table, having successfully managed numerous projects for various municipalities in Wisconsin. His expertise encompasses a wide range of areas, including all aspects of municipal street and utility infrastructure design and construction.

We have included our proposed rate schedule and a short list of references that we encourage you to contact. We welcome the opportunity to discuss our services in more detail and demonstrate how Vierbicher can become a valuable asset to the City of De Pere. Thank you for considering our firm for this opportunity.

Sincerely,



Steve Bieda, PLS
Office Manager
(920) 329-5581
sbie@vierbicher.com



Gary Blazek, PE
Principal
(608) 821-3957
gbla@vierbicher.com



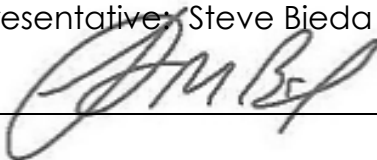
Proposed Fee Schedule

Company Name: Vierbicher

Company Address: 400 Security Blvd.

Company Address: Green Bay, WI 54313

Company Representative: Steve Bieda

Signature:  _____

Fee (Total): \$19,575 _____

Item	Fee	Unit
Senior Engineer	\$130	Per Hour
Engineer	\$110	Per Hour
Registered Land Surveyor	\$130	Per Hour
Senior Technician	\$105	Per Hour
Technician	\$95	Per Hour
Clerical	\$85	Per Hour
Mileage	\$0.70	Per Mile

VIERBICHER ASSOCIATES, INC.
2025 RATE SCHEDULE

Classification	Labor Rate
Engineering & Surveying:	
Engineering Technician	\$95/hr
Senior Engineering Technician	\$105/hr
Project Engineer 1	\$110/hr
Project Engineer 2	\$125/hr
Project Engineer 3	\$125/hr
Senior Project Engineer	\$130/hr
Associate Project Manager	\$135/hr
Project Manager	\$140/hr
Senior Project Manager	\$145/hr
Engineering Services Manager	\$180/hr
Survey Technician	\$100/hr
Senior Survey Technician	\$115/hr
Professional Land Surveyor	\$130/hr
Other Services:	
Landscape Architects	\$120/hr
Structural Engineer*	\$150/hr
Traffic Impact Analysis Engineer*	\$133/hr
Lighting Engineer*	\$135/hr
Planning & Community Development Specialist	\$140/hr
Planner	\$140/hr
Senior Planning & Community Development Specialist	\$145/hr
Administrative Support	\$85/hr

*Work completed by KL Engineering should the need arise.





REFERENCES

City of Nekoosa

Rick Schmidt
Director of Public Works
951 Market Street
Nekoosa, WI 54457
(608) 572-3614
rschmidt@nekoosawi.com

Town of Lodi

Shellie Benish, WCMA
Town Administrator/Clerk/Treasurer
W10919 CTH V
Lodi, WI 53555
(608) 592-4868
townoflodi@townoflodi.com

Village of DeForest

Bill Chang
Village Administrator
120 S. Stevenson Street
DeForest, WI 53532
(608) 846-6751
changb@deforestwi.gov

City of Middleton

Shawn Stauske
Public Works Dir/City Engineer
7426 Hubbard Avenue
Middleton, WI 53562
(608) 827-1081
sstauske@cityofmiddleton.us

City of Monona

Daniel Stephany
Director of Public Works & Utilities
5211 Schluter Road
Monona, WI 53716
(608) 222-2525
dstephany@ci.monona.wi.us

Village of Howard

Paul Evert
Village Administrator
2456 Glendale Ave.
Green Bay, WI 54313
(920) 434-4640
pfevert@villageofhoward.com

January 30, 2025

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

c: erakers@deperewi.gov

Subject: Proposal – 2025 Consulting Services

Mr. Rakers:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere (City) with 2025 Consulting Services throughout the 2025 calendar year.

Cedar has been in business since 1975. We have assisted many municipalities with the completion of various engineering tasks for permitting, shop drawing reviews, design, uncommon issues encountered by staff, legal surveys/descriptions, and easement preparation. Cedar comprises the technical staff and resources to complete the City's projects during 2025.

PROJECT UNDERSTANDING

Based on a review of the Request for Proposal (RFP) received on January 14, 2025, we understand the City of De Pere would like assistance in completing various engineering tasks during the 2025 calendar year, pursuant to projects outlined in the 2025 Capital Improvement Program. We understand that project tasks will be requested on an "as-needed basis" according to anticipated workload levels of City staff.

SCOPE OF SERVICES:

Consulting services shall include, but are not limited to:

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

INSURANCE

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

FEE

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

Site visits may be required/appropriate depending on issues encountered by Engineering Staff. Cedar's local presence will make site visits quick and efficient for the City. However as requested in the RFP, the main method of correspondence and review will be completed by desktop and delivered via email or by phone with the Project Team.

DELIVERY

Consulting services will be completed via phone and email with Engineering Staff. Permitting shall be delivered via email, in pdf format. Other produced deliverables will be provided in formats as requested (eg. .xlsx, .docx, .dwg, etc.). Hard copies will only be provided if requested.

CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing the agreement from previous Cedar Projects.

ADDITIONAL INFORMATION

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

We look forward to the opportunity to assist in the City of De Pere delivering high quality, efficient, and impactful projects to your community.

Do not hesitate to call if you have questions or require additional information regarding our proposal.

Sincerely,

CEDAR CORPORATION



Michael J Kaster, PE
Municipal Engineering Team Lead

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

Proposed Fee ScheduleCompany Name: Cedar CorporationCompany Address: 1695 Bellevue StreetCompany Address: Green Bay, WI 54311Company Representative: Mike Kaster, PESignature: *Michael J Kaster*Fee (Total): \$23,875 (Calculated per hours in Table 1 of the RFP.)

Item	Fee	Unit
Senior Engineer	\$185	Per Hour
Engineer	\$135	Per Hour
Registered Land Surveyor	\$135	Per Hour
Senior Technician	\$130	Per Hour
Technician	\$110	Per Hour
Clerical	\$95	Per Hour
Mileage	\$0.70	Per Mile



Request for Board of Public Works Action

MEETING DATE: February 10, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Consideration and possible action on Quotes for 2025 Materials Testing and Soil Borings*
RECOMMENDED ACTION: Accept the quote from ECS Midwest, LLC (ECS) for the materials testing estimated at \$49,885.00 and the quote from ECS for soil borings estimated at \$8,700.00

ATTACHMENTS:

2025 0210 CI_BOPW_Materials_Testing, City of De Pere Materials Testing Summary, City of De Pere Materials Testing_ECS, City of DePere Materials Testing BATC, City of De Pere Materials Testing PSI, City of De Pere Materials Testing AET

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2025

RE: **Consideration and possible action on Quotes for 2025 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2025 construction projects. The total cost of this work was estimated using hours from previous construction years. Each firm's cost estimate is as follows:

Materials Testing	Estimate
ECS	\$49,885.00
BATC	\$51,465.00
PSI	\$51,667.50
AET	\$114,282.00

Soil Boring	Estimate
ECS	\$8,700.00
PSI	\$8,900.00
AET	\$18,750.00

The staff recommendation is to accept the quote from ECS Midwest, LLC (ECS) for the materials testing estimated at \$49,885.00 and the quote from ECS for soil borings estimated at \$8,700.00. Funds for this work are budgeted in the various capital project accounts.

Attachments:

City of De Pere Materials Testing Summary (PDF)
City of De Pere Materials Testing ECS (PDF)
City of De Pere Materials Testing BATC (PDF)
City of De Pere Materials Testing PSI (PDF)
City of De Pere Materials Testing AET (PDF)

Item	Unit	2024 Estimate	ECS		BATC		PSI		AET	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services										
Project Manager	Per hour	10.00	\$145.00	\$1,450.00	\$72.00	\$720.00	\$75.00	\$750.00	\$155.00	\$1,550.00
Project Engineer	Per hour	10.00	\$80.00	\$800.00	\$72.00	\$720.00	\$75.00	\$750.00	\$175.00	\$1,750.00
Staff Engineer	Per hour	50.00	\$68.00	\$3,400.00	\$72.00	\$3,600.00	\$75.00	\$3,750.00	\$155.00	\$7,750.00
Field Technician										
Senior Technician	Per hour	250.00	\$55.00	\$13,750.00	\$54.00	\$13,500.00	\$50.00	\$12,500.00	\$110.00	\$27,500.00
Technician	Per hour	300.00	\$50.00	\$15,000.00	\$46.00	\$13,800.00	\$45.00	\$13,500.00	\$85.00	\$25,500.00
Clerical	Per hour	50.00	\$30.00	\$1,500.00	\$35.00	\$1,750.00	\$25.00	\$1,250.00	\$85.00	\$4,250.00
Mileage	Per mile	7500.00	\$0.70	\$5,250.00	\$0.75	\$5,625.00	\$0.75	\$5,625.00	\$1.35	\$10,125.00
Laboratory Testing Services										
Standard Proctor	Per each	1.00	\$125.00	\$125.00	\$135.00	\$135.00	\$150.00	\$150.00	\$195.00	\$195.00
Modified Proctor	Per each	10.00	\$150.00	\$1,500.00	\$145.00	\$1,450.00	\$175.00	\$1,750.00	\$195.00	\$1,950.00
Concrete Compression Test (Cylinder by Company)	Per each	400.00	\$13.00	\$5,200.00	\$14.00	\$5,600.00	\$15.00	\$6,000.00	\$44.00	\$17,600.00
Concrete Compression Test (Cylinder by City)	Per each	10.00	\$28.00	\$280.00	\$10.00	\$100.00	\$20.00	\$200.00	\$44.00	\$440.00
Handling of Backup Cylinders	Per each	100.00	\$0.00	\$0.00	\$7.00	\$700.00	\$15.00	\$1,500.00	\$44.00	\$4,400.00
Aggregate Sieve Analysis	Per each	10.00	\$80.00	\$800.00	\$80.00	\$800.00	\$75.00	\$750.00	\$170.00	\$1,700.00
Atterberg Limits	Per each	1.00	\$70.00	\$70.00	\$65.00	\$65.00	\$100.00	\$100.00	\$152.00	\$152.00
Permeability, Granular Soils	Per each	1.00	\$300.00	\$300.00	\$300.00	\$300.00	\$375.00	\$375.00	\$352.00	\$352.00
Permeability, Cohesive Soils	Per each	1.00	\$300.00	\$300.00	\$350.00	\$350.00	\$450.00	\$450.00	\$498.00	\$498.00
Field Technician Services										
Sample Pickup	Per each	1.00	\$50.00	\$50.00	\$50.00	\$50.00	\$67.50	\$67.50	\$170.00	\$170.00
Nuclear Density Gauge	Per ½ day	100.00	\$1.00	\$100.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$80.00	\$8,000.00
Nuclear Density Gauge	Per day	5.00	\$2.00	\$10.00	\$40.00	\$200.00	\$40.00	\$200.00	\$80.00	\$400.00
MATERIAL TESTING TOTAL COST				\$49,885.00		\$51,465.00		\$51,667.50		\$114,282.00
Soil Boring		2024 Est.								
Mobilization	Per each	5.00	\$500.00	\$2,500.00			\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00
Soil Boring	VF	150.00	\$26.00	\$3,900.00			\$18.00	\$2,700.00	\$75.00	\$11,250.00
Report	Per each	1.00	\$2,300.00	\$2,300.00			\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00
				\$8,700.00				\$8,900.00		\$18,750.00

ECS GROUP OF COMPANIES: STATEMENT OF QUALIFICATIONS

GEOTECHNICAL



CONSTRUCTION MATERIALS



ENVIRONMENTAL



FACILITIES



THE CITY OF DE PERE

925 South Sixth Street
De Pere, WI 54115

ECS POINT OF CONTACT: TROY VETORT, PE

920.280.2561 tvetort@ecslimited.com

ecslimited.com



ECS Midwest, LLC
1280 Parkview Road
Green Bay, WI 54304
920.347.9040
ecslimited.com

January 30, 2025

The City of De Pere
Eric Rakers
925 S. Sixth Street
De Pere, WI 54115

RE: Response to Request for Proposal
The City of De Pere, WI
2025 Geotechnical Services
Closing Date: January 30, 2025 - 2:00PM

ECS Midwest, LLC (ECS) is pleased to present our proposal to the City of De Pere (hereinafter called the City) to provide construction materials and soils testing services for the City's 2025 Capital Improvement Program.

Mr. Troy Vetort, PE, Office Manager and Construction Materials Testing Services Manager will be the Point of Contact for this contract.

ECS Midwest has a proven track record in delivering comprehensive services for new street construction, street reconstruction, street milling and overlay, street pulverizing and overlay, as well as improvements in sanitary sewer, water systems and storm sewers. Our team is adept at handling concrete replacement for curbs, gutters, sidewalks, driveways and streets, including concrete street construction and reconstruction.

Our construction materials and soil testing services are integral to delivering project success. We offer a wide range of testing services, including, 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 and Field Observation Related to Soil and/or Construction Conditions.

ECS Midwest is committed to providing high-quality services that meet the specific needs of each project. Our team of experienced professionals is equipped with the latest technology and methodologies to deliver efficient and reliable results. We pride ourselves on our ability to adapt to the unique challenges of each project to provide solutions that are both practical and cost-effective.

Sincerely,
ECS Midwest, LLC



Troy Vetort, PE
Office Manager/CMT Manager
920.280.2561 (office)
920.360.3517 (cell)
tvvetort@ecslimited.com

ABOUT OUR COMPANY

LOCAL: ECS Midwest, LLC is one of the operating entities of the ECS Group of Companies. Our Midwest operations include offices in Wisconsin, Ohio, Illinois, Missouri, and Iowa. With over 200 professionals in our Midwest offices, ECS has an expert for whatever contingency, big or small projects, short-term or long-term assignments. ECS consistently delivers successful projects to our clients. ECS embodies its philosophy of “Helping you build while helping you save” by using technology and experience to assist clients in the development of cost-effective and practical solutions. For over three decades, our value engineering consulting has resulted in our clients saving millions of dollars on projects.

The office responding to this Request for Proposal is the Green Bay office. The Green Bay office joined the ECS Groups of Companies in 2017. Prior to joining ECS, the firm was River Valley Testing (RVT). Established in 1989, RVT provided geotechnical engineering and materials testing services. We offer you the stability and dependability of an industry leader that has been in business for many years—ECS 36 years and RVT 35 years.

COMPANY: ECS operates in more than 90 locations throughout Mid-Atlantic, Midwest, Southeast, Southwest and Pacific. Utilizing the strengths, experience, and expertise of staff across the company, ECS is able to save our clients time and money. Founded in 1988, the ECS headquarters office is in Chantilly, Virginia. Our company is one of the largest and most rapidly growing engineering and consulting companies in the US. We are currently ranked 64 in Engineering News-Record’s Top 500 Design Firms (April 2024) and 28 in Zweig Group’s Hot Firms (June 2024).

90
locations

35+
years’ experience

2,700
employees

ECS CORE SERVICES

- Geotechnical
- Environmental
- Construction Materials
- Facilities

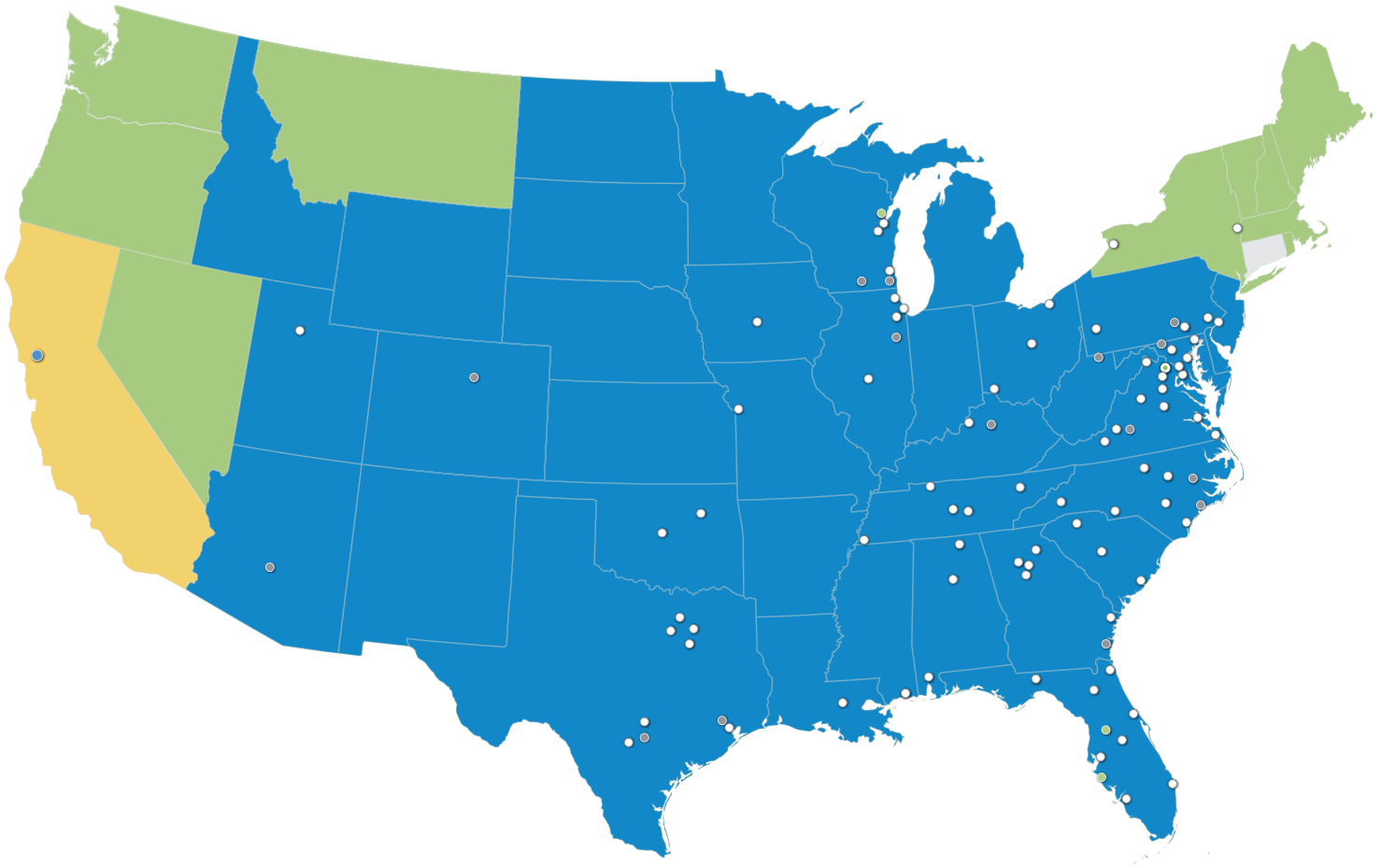
OUR VALUE

ECS embodies its philosophy of “Setting the Standard for Service” by using technology and experience to assist clients in the development of cost-effective, practical solutions. For over three decades, our engineering consulting services have helped our clients meet project requirements.

SAFETY PROGRAM

The ECS Safety Program is built on care and concern for our people. Genuine care and concern is the cornerstone of all we do in the name of safety at ECS. Our goal is to implement practical solutions to continually improve our safety processes and demonstrate our commitment to a safe work environment. Processes including near miss reporting, safety observations and employee engagement + feedback sessions have all been created with the goal of sending our people home safely every day.

Whether your project requires local project management, specialty expertise or both, we have you covered. ECS provides the best of both worlds - the attention your projects deserve from our local team, coupled with abundant staffing and technical resources.



SERVICES BY STATE

- Geotechnical, Environmental, Materials Testing + Facilities
- Geotechnical, Environmental + Facilities
- Environmental + Facilities
- Consulting + Design Services

* Materials Testing service area is approximately a 75-mile radius around each office.

OFFICE SPECIFIC SERVICES

- Corporate Headquarters
- Full Service
- Testing Services
- Drilling Services
- Consulting + Design Services

CORPORATE OFFICE

Chantilly, VA

ECS FLORIDA, LLC

Daytona Beach, FL

Fort Myers, FL

Gainesville, FL

Groveland, FL

Jacksonville, FL

Naples, FL

Orlando, FL

Sarasota, FL

Tampa, FL

Tallahassee, FL

West Palm Beach, FL

ECS MID-ATLANTIC, LLC

Aberdeen, MD

Albany, NY

Allentown, PA

Baltimore, MD

Buffalo, NY

Chantilly, VA

Charlottesville, VA

Chesapeake, VA

Christiansburg, VA

Frederick, MD

Fredericksburg, VA

Hagerstown, MD

Harrisonburg, VA

Lynchburg, VA

Manassas, VA

Mechanicsburg, PA

Morgantown, WV

National Harbor, MD

Norristown, PA

Philadelphia, PA

Pittsburgh, PA

Richmond, VA

Roanoke, VA

Washington, DC

Williamsburg, VA

Winchester, VA

York, PA

ECS MIDWEST, LLC

Bridgeview, IL

Buffalo Grove, IL

Chicago, IL

Cincinnati, OH

Cleveland, OH

Columbus, OH

Evansville, WI

Green Bay, WI

Johnston, IA

Kankakee, IL

Kansas City, MO

Little Suamico, WI

Milwaukee, WI

Neenah, WI

Springfield, IL

St. Louis, MO

Union Grove, WI

ECS PACIFIC, INC

Walnut Creek, CA

ECS SOUTHEAST, LLC

Asheville, NC

Atlanta, GA

Auburn, AL

Baton Rouge, LA

Birmingham, AL

Brunswick, GA

Charleston, SC

Charlotte, NC

Clarksville, TN

Chattanooga, TN

College Park, GA

Columbia, SC

Fayetteville, NC

Greensboro, NC

Greenville, NC

Greenville, SC

Huntsville, AL

Knoxville, TN

Lawrenceville, GA

Lexington, KY

Long Beach, MS

Louisville, KY

Marietta, GA

Memphis, TN

Mobile, AL

Murfreesboro, TN

Nashville, TN

Raleigh, NC

Savannah, GA

Spartanburg, SC

Swansboro, NC

Wilmington, NC

ECS SOUTHWEST, LLP

Austin, TX

Dallas, TX

Denver, CO

Fort Worth, TX

Houston, TX

McKinney, TX

Oklahoma City, OK

Scottsdale, AZ

Salt Lake City, UT

San Antonio, TX

San Marcos, TX

Sherman, TX

Tempe, AZ

Tulsa, OK

Waxahachie, TX

Adaptability is at the core of everything we do. With thousands of projects completed in several markets, we understand the unique needs of each sector and every step of the way. We combine the talent of our professional engineers, scientists and certified technicians with our tools, technology and financial strength to create solutions that work.

Our full-service team provides value **every step of the way.**





ECS develops tailored geotechnical exploration programs in support of each client's specific project. We know what is below the surface can be as crucial and complex as the structure it supports. Our team approach to geotechnical engineering extends beyond simply providing engineering data. We educate our clients about the risks and benefits of the engineering recommendations we provide.

SERVICES INCLUDE:

SUBSURFACE EXPLORATIONS, ASSESSMENTS AND DESIGN - incorporating our extensive subsurface database for local geologies

GEOPHYSICAL SURVEYS - including seismic refraction, electrical resistivity, refraction microtremor, SASW and ground penetrating radar, as well as associated geotechnical engineering and design services

GEOTECHNICAL CONSTRUCTION CONSULTING - to support construction projects including value engineering review, sample testing, laboratory testing for soil modification and evaluation of foundation bearing conditions

SPECIALIZED IN-SITU (IN PLACE) SOIL/ROCK TESTING - utilizing the following methods: Pressuremeter (PMT), Cone Penetrometer (CPT), Dilatometer (DMT) to provide the project team with cost effective recommendations for foundations supporting buildings and infrastructure

REINFORCED EARTH STRUCTURES, SLOPES AND RETENTION DESIGN - based on specific site conditions utilizing industry-leading analysis and design software

DEEP FOUNDATION TESTING - services using industry-leading devices such as the Pile Driving Analyzer (PDA), Cross Hole Sonic Logging (CSL) for drilled shaft testing and low-strain integrity testing using the Pile Integrity Tester (PIT)

GEOTECHNICAL INSTRUMENTATION - for monitoring structure movement during construction including remote, automated total stations, scan stations, inclinometers, piezometers, extensometers, tilt meters, crack gauges and vibration monitoring

GEOSTRUCTURAL DESIGN - for building elements containing soil-structure interaction such as soil nail walls, ground anchor supported retention systems, excavation support systems, micropiles, underpinning and soil improvement (aggregate pier designs, stone columns, vibro densification, grouting)

WHY ECS:

- Expertise in each market
- Advanced exploration capability
- Industry-leading in-situ testing
- Advanced geotechnical laboratory testing capability
- Advanced proprietary geotechnical analysis systems
- Proven geotechnical value engineering experts



Construction Materials Testing (CMT) primarily involves testing structural materials used to build new projects from the ground up, materials and components used to construct new additions or new components being added to an existing facility. These include earthwork, shallow and deep foundations, destructive and non-destructive concrete testing, wood construction observations, structural masonry, structural steel, sprayed-on fireproofing, Exterior Insulation and Finish Systems (EIFS), roofing evaluation and testing and asphalt pavement evaluation and testing. Our unique electronic reporting system delivers field and laboratory reports rapidly, giving the construction team valuable information on a timely basis. The majority of test reports are reviewed by ECS engineers and delivered via email to the project team within 24- to 36 hours of the test and/or observation.

SERVICES INCLUDE:

OBSERVATION SERVICES - help document that construction materials within new elements meet the designer's intent

SPECIAL INSPECTIONS - test items that require a construction materials testing and inspection program to be conducted by a third party, specifically including new buildings

THIRD-PARTY CODE COMPLIANCE - is jurisdictionally approved evaluations performed in place of services usually conducted by a local building code inspector which can only be requested / approved by local municipal code inspectors

CIVIL CONSTRUCTION TESTING - observes and tests civil elements such as parking lots, utilities, stormwater ponds, drainage systems, asphalt, concrete curbs, pavement and some retaining walls

WHY ECS:

- Certified personnel
- Accredited facilities
- Industry-leading electronic reporting (compliance/non-compliance reporting) within 24- to 36 hours
- Rapid providers of innovative solutions for earthwork and foundation construction
- Experienced construction materials testing/special inspection professional and technical staff
- Industry-leading project budget management systems
- Advanced soil and materials testing capability



The ECS Environmental Services Group has experience with due diligence requirements and knowledge of federal, state and local regulations to help our clients manage specific environmental conditions that may be encountered on project sites. Our professionals listen to the needs and concerns of our clients and provide timely and cost-effective solutions that help our clients meet their goals.

SERVICES INCLUDE:

PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS - to determine environmental conditions at a site and investigate them with regard to presence and extent

PHASE III FEASIBILITY STUDY AND REMEDIAL DESIGN - to help determine an effective approach to remediate a site commensurate with pertinent regulations as well as goals of the individual project. At ECS, we have developed a knowledge and experience base that has served the needs of our clients for decades

WETLAND DELINEATION AND PERMITTING - to determine potential impacts associated with development projects. Work may include federal/state permitting, stream mitigation monitoring and/or mitigation banking

ASBESTOS AND LEAD-BASED PAINT SERVICES - to identify the presence and location of asbestos and lead-based paint, develop abatement specifications, removal monitoring services, clearance sampling and AHERA compliance management services

INDOOR AIR QUALITY ASSESSMENT (IAQ) - to find cost-effective solutions for issues associated with potential indoor air contaminant sources, sick buildings, mold and moisture problems, ventilation studies and radon

HYDROGEOLOGIC AND GROUNDWATER RESOURCES SERVICES - to provide expertise for projects involving high-yield well siting, well testing, groundwater impact analysis and more

WHY ECS:

- Decades of well-rounded experience
- Relationship with regulatory agencies
- Unique understanding of all levels of due diligence
- An internal support structure to guide our clients through the entire development process
- Technologically savvy
- Well-educated, professional staff capable of handling many different types of projects
- Commitment to quality
- Hands-on experience with a diverse client base
- Knowledge of financial institutions' due diligence requirements



ECS approaches property and facility management consulting services from your perspective. ECS delivers solutions to reduce your risk. We offer a full range of engineering consulting services for both existing and new buildings, working closely with each client to identify their specific needs. Our team of problem solvers understand the challenges faced in today's environment and provide real-world solutions to achieve your compliance, sustainability and performance goals.

SERVICES INCLUDE:

DUE DILIGENCE SERVICES - include property condition assessments, accessibility compliance assessments, bank draw reviews and pre- and post-construction surveys. In all cases, ECS helps our clients understand the condition of their property and helps them mitigate risks during the construction process

STRUCTURAL AND SPECIAL TESTING SERVICES - include everything from load testing, material sampling and testing, to structural assessments, forensic investigations and limited structural design. From pedestrian bridges and retaining walls to parking garages, fall protection anchors and portfolio assessments, ECS' structural engineers bring a wealth of experience to your project

BUILDING ENVELOPE CONSULTING AND TESTING SERVICES - are provided throughout the project life cycle to clearly identify and ensure that the performance meets or exceeds the team's expectations for schedule and budget, as well as occupant comfort through the analysis and verification of heat, air, moisture and acoustic controls

CODE COMPLIANCE SERVICES - help our clients achieve code compliance in areas such as accessibility, energy conservation and specialty ventilation systems. ECS also serves to expedite building permit acceptance in many local jurisdictions

WHY ECS:

- We are Engineers, Architects and Building Scientists enabling your project to achieve and maintain compliance, sustainability and performance
- We understand your challenges and we deliver your solutions

ECS has extensive experience collaborating with municipal clients, offering specialized services that cater to the unique needs of local government projects. Our team has engaged in a wide range of consulting activities across the Midwest region, fostering strong relationships with municipal authorities and regulatory bodies. This experience equips us to navigate the complexities of municipal regulations efficiently and aligns our project strategies with local requirements. ECS has worked on over 200 municipal projects within the last three years in northern Wisconsin. Our track record showcases our ability to deliver successful outcomes that support the infrastructure and development goals of municipal clients. The following page includes select sample projects.

ECS' prior work with the City of De Pere enables ECS to provide efficient performance of tasks and expedited development, review and submittal of deliverables. ECS has worked on multiple projects in the City of De Pere, including but not limited to the projects listed in the table below:

SAMPLE CITY OF DE PERE PROJECTS	
PROJECT	SERVICE
2024 Capital Improvement Program	Geotechnical Services
Proposed Roadway and Bridge Construction	Geotechnical Services
Lewis Street	Geotechnical Services
Mystic Creek Subdivision	Geotechnical Services
American Boulevard Extension	Geotechnical Services
2021 Construction	Geotechnical Services
De Pere Spillway	Construction Materials Testing
VFW Park Aquatic Facility Foundation Work, Pools and Facility Exterior Work	Construction Materials Testing
Hobart - 2021 Utility and Street Reconstruction	Construction Materials Testing
Brown County Fairgrounds Restroom and Dump Station	Construction Materials Testing
Legion Park Restroom	Construction Materials Testing
Stone Fence Subdivision	Geotechnical Services
Mystery Ridge Subdivision	Geotechnical Services
West De Pere Intermediate School - Soil Testing and Utilities	Construction Materials Testing
De Pere Dam	Construction Materials Testing
West De Pere High School Addition & Renovation	Construction Materials Testing
South Bridge Connector, Phase I	Geotechnical Services
De Pere Project 20-01	Geotechnical Services
2019 Construction Design	Geotechnical Services
2018 Asphalt, Curb and Sewer Repair	Construction Materials Testing
2018 Sidewalk Reconstruction	Construction Materials Testing
Tennis Court Lighting - De Pere High School	Geotechnical Services
Sewer and Water Relay and Street Resurfacing	Construction Materials Testing
Charles Street Reconstruction and Utility Relay	Construction Materials Testing
Enterprise Drive Reconstruction and Utility Relay	Construction Materials Testing
Main Avenue and Lawrence Drive Roundabout and Utility Construction	Construction Materials Testing
Soil Testing Services - 2018 Construction	Construction Materials Testing

City of De Pere - 2024 Capital Improvement Program

De Pere, WI
Geotechnical

City of De Pere - Proposed Roadway and Bridge Construction

De Pere, WI
Geotechnical

City of Neenah Contract 2024

Neenah, WI
Construction Materials Testing

St. Anthony Street and Mt. Carmel Street Reconstruction

Mount Calvary, WI
Geotechnical

Oneida Nation Skenandoah Complex Parking Lot

Green Bay, WI
Geotechnical

Town of Holland - New Town Hall

Holland, WI
Construction Construction Materials Testing

Oneida Nation Rolling Hills Water Tower Replacement

Oneida, WI
Geotechnical

Town of Buchanan - Outagamie Road

Buchanan, WI
Construction Materials Testing

Village of Howard 2024 Resurfacing

Howard, WI
Construction Materials Testing

Menasha Utility and Street Construction

Menasha, WI
Construction Materials Testing

City of Green Bay - Northview Road 2024 Geotechnical Exploration

Green Bay, WI
Geotechnical

Fish Creek Sanitary District Upper Bluff Phase 2 Sanitary Sewer and Force Main

Fish Creek, WI
Geotechnical

Village of Bellevue - 2024 Utility Construction

Bellevue, WI
Construction Materials Testing

Town of Jackson - Soil Testing

Jackson, WI
Soil Testing

Village of Bellevue - 2024 Pavement Reconstruction

Bellevue, WI
Construction Materials Testing

Town of Pittsfield - Anston Road Reconstruction

Pittsfield, WI
Geotechnical

City of Green Bay - City Westside Utility Railroad Encroachment/ Crossing

Green Bay, WI
Geotechnical

Town of Gibraltar - West Downtown Area Bluff Lane and Hill Street

Fish Creek, WI
Construction Materials Testing

City of Peshigo - City Hall and Fire Station Utilities and Storm Sewer Compaction Testing

Peshigo, WI
Construction Materials Testing

Village of Howard - Lehner Park Pond

Howard, WI
Geotechnical

Francis Creek - 2023 Utility Reconstruction

Francis Creek, WI
Construction Materials Testing

City of Kaukauna - Street, Sanitary Sewer, Storm Sewer and Water Main Reconstruction

Kaukauna, WI
Construction Materials Testing

Village of Denmark - Danish Way and North Avenue Reconstruction

Denmark, WI
Geotechnical

Marinette - HMA Density Testing

Marinette, WI
Services: Construction Materials Testing

City of De Pere - Lewis Street

De Pere, WI
Construction Materials Testing

City of De Pere - Mystic Creek Subdivision

De Pere, WI
Geotechnical

Harwood Avenue Watermain Relay

Howard, WI
Construction Materials Testing

Proposed Fee Schedule

Company Name: ECS MIDWEST, LLC

Company Address: 1280 Parkview Rd

Company Address: Green Bay, WI, 54304

Company Representative: Troy Vetort

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$ 145	\$ 1,450
Project Engineer	HR	10	\$ 80	\$ 800
Staff Engineer	HR	50	\$ 68	\$ 3,400
Field Technician				
Senior Technician	HR	250	\$ 55	\$ 13,750
Technician	HR	300	\$ 50	\$ 15,000
Clerical	HR	50	\$ 30	\$ 1,500
Mileage	MI	7,500	\$ 0.7	\$ 5,250
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	4		
Laboratory Testing Services				
Standard Proctor	EA	1	\$ 125	\$ 125
Modified Proctor	EA	10	\$ 150	\$ 1,500
Concrete Compression Test (Cylinder by Company)	EA	400	\$ 13	\$ 5,200
Concrete Compression Test (Cylinder by City)	EA	10	\$ 28	\$ 280
Handling of Backup Cylinders	EA	100	\$ 0	\$ 0
Aggregate Sieve Analysis	EA	10	\$ 80	\$ 800
Atterberg Limits	EA	1	\$ 70	\$ 70
Permeability, Granular Soils	EA	1	\$ 300	\$ 300
Permeability, Cohesive Soils	EA	1	\$ 300	\$ 300
Field Technician Services				
Sample Pickup	EA	1	\$ 50	\$ 50
Nuclear Density Gauge	½ DAY	100	\$ 1	\$ 100
Nuclear Density Gauge	DAY	5	\$ 2	\$ 10

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$ 500	\$ 2,500
Soil Boring	VF	150	\$ 26	\$ 3,900
Report	EA	1	\$ 2,300	\$ 2,300





PROJECT:

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2025 CONSTRUCTION
CITY OF DE PERE, WISCONSIN**

CLIENT:

**MR. ERIC RAKERS, P.E.
CITY ENGINEER**

DATE:

JANUARY 20, 2025



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

January 20, 2025

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

Request for Proposal
Soil Testing Services
2025 Construction
City of De Pere, Wisconsin

Mr. Rakers,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2025 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted an electronic copy of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

A handwritten signature in blue ink, appearing to read "Jacob P. Franzmeier", is written over the printed name.

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

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

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2025 CONSTRUCTION
CITY OF DE PERE**

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1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2025 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC

3125 Birch Road, Suite B

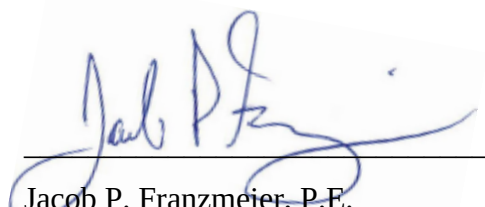
Suamico, WI 54173

Phone: 920-660-5246

Fax: 920-544-9693

Email: jake@bayareateesting.com

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



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

1/20/2025

Date

1.2 Statement of Qualifications

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

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

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

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

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an “as-needed” basis for the 2025 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 2025 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 2025 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the necessary field and laboratory testing to fulfill the intention of the specifications or recommendations.

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

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

2.2.6 Additional Field and Laboratory Testing

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

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, P.E.

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

Jacob will be the primary contact for the construction materials testing services for this contract. Jacob has over 20 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 30 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.

Austin Dier, CET

Senior Engineering Technician

Austin has over 10 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

Senior Engineering Technician

Ethan has over 10 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 available anytime for questions you may have before, during, and after the completion of the project. Our success depends on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

5.0 PREVIOUS PROJECTS

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

➤ **2011, 2016, 2019, 2020, 2021, 2022, 2023, and 2024 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 and Phase II, Green Bay, Wisconsin**

BATC is currently performing all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, fireproofing inspections, and construction observations.

Contracting Party: Sterling Development Group

Project Contact: Adam Bickoff

Contact Number: 201-207-9205

- Titletown – Bellin Clinic, Ashwaubenon, Wisconsin
BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780
- City of Kaukauna – Project 1-17, 1-18, 1-19, 1-20, 1-21 Kaukauna, Wisconsin
BATC performed the construction materials testing contract for the City of Kaukauna Projects, 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 performed all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
Contracting Party: Aurora Baycare Medical Center
Project Contact: Barbara Johnson
Contact Number: 920-288-4033

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

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

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

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

- Aldon Station Infrastructure Construction, Village of Ashwaubenon, Wisconsin
BATC performed testing for the general contractor on a mass fill / utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Riverview Construction
Project Contact: Matt Athey
Contact Number: 920-609-1025
- 2021 Water and Sewer Construction, Village of Fox Crossing, Wisconsin
BATC performed testing for the general contractor on a large utility construction project including, but not limited to: soil compaction testing, and soil laboratory testing.
Contracting Party: David Tenor Corporation
Project Contact: Dave Tenor
Contact Number: 920-360-9246
- Bellevue TID #1 Phase 2, Contract A-22, Village of Bellevue, Wisconsin
BATC performed testing for the general contractor on a utility construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Dorner, Inc.
Project Contact: Matt Athey
Contact Number: 920-609-1025
- East Washington Street Reconstruction, City of Gillett, Wisconsin
BATC performed testing for the general contractor on a utility construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Dorner, Inc.
Project Contact: Adam Enderby
Contact Number: 920-857-0760
- Riverpoint Development, Multiple Phases, City of Manitowoc, Wisconsin
BATC performed testing for the general contractor on a site redevelopment construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Michels Foundations and Vinton Construction Company

6.0 SUPPLEMENTAL FEE SCHEDULE

BATC FEE SCHEDULE 2025

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	\$80.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	\$120.00/Each
3.	Moisture Content of Soils (ASTM D2216)	\$10.00/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	\$50.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	\$65.00/Each
6.	Standard Proctor Test (ASTM D698)	\$135.00/Each
7.	Modified Proctor Test (ASTM D1557)	\$145.00/Each
8.	Hydrometer Test (ASTM D422)	\$100.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	\$190.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	\$300.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	\$350.00/Each
12.	Organic Content of Soils (D2974)	\$45.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	\$40.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	\$70.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	\$55.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	\$165.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	\$280.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	\$290.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	\$95.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	\$95.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	\$85.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	\$190.00/Test
23.	Visual Examination of Chert in Aggregate	\$50.00/Test

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	\$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	\$100.00/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)	\$14.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$44.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$22.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$7.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$50.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$12.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$12.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$50.00/Each
35.	Case of Cylinder Molds	\$50.00/Case
36.	Mileage	\$0.75/Mile
37.	Nuclear Gauge Rental	\$20.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½day:\$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$20.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	\$72.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	\$72.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	\$54.00/hour
45.	Austin Dier, CET, Senior Engineer Technician	\$54.00/hour
46.	Ethan Bornick, CET, Senior Engineer Technician	\$54.00/hour
47.	Engineer Technician	\$46.00/hour
48.	Engineering Technician, Intern / Coop	\$46.00/hour
49.	Administrative Assistant	\$35.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2025 construction season. Further, if your project requires an additional test procedure to be performed that is not included in this fee schedule, feel free to contact our office for additional pricing. Any work performed on Saturdays will be billed at a rate of 2.0 times the rate listed on the fee schedule, including requested cylinder pick-ups. Any work performed on Sunday or Holidays will be billed at a rate of 4.0 times the rate listed on the fee schedule.

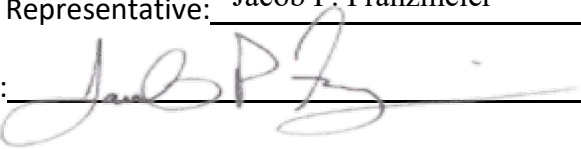
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC.

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$72.00	\$720.00
Project Engineer	HR	10	\$72.00	\$720.00
Staff Engineer	HR	50	\$72.00	\$3,600.00
Field Technician				
Senior Technician	HR	250	\$54.00	\$13,500.00
Technician	HR	300	\$46.00	\$13,800.00
Clerical	HR	50	\$35.00	\$1,750.00
Mileage	MI	7,500	\$0.75	\$5,625.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	16		
Laboratory Testing Services				
Standard Proctor	EA	1	\$135.00	\$135.00
Modified Proctor	EA	10	\$145.00	\$1,450.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$14.00	\$5,600.00
Concrete Compression Test (Cylinder by City)	EA	10	\$10.00	\$100.00
Handling of Backup Cylinders	EA	100	\$7.00	\$700.00
Aggregate Sieve Analysis	EA	10	\$80.00	\$800.00
Atterberg Limits	EA	1	\$65.00	\$65.00
Permeability, Granular Soils	EA	1	\$300.00	\$300.00
Permeability, Cohesive Soils	EA	1	\$350.00	\$350.00
Field Technician Services				
Sample Pickup	EA	1	\$50.00	\$50.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	N/A	N/A
Soil Boring	VF	150	N/A	N/A
Report	EA	1	N/A	N/A

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

Mr. Eric Rakers, 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 – 2025 Construction
De Pere, Wisconsin

Dear Mr. Rakers:

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 2025 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction 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 slump testing in accordance with ASTM C143.
- Perform 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.
- Transport cylinders to our facilities for laboratory curing.
- Perform compressive strength testing of concrete cylinder samples in accordance with ASTM C39.

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.

A handwritten signature in cursive script, reading "Patrick Bray".

Patrick Bray
Branch Manager

A handwritten signature in cursive script, reading "James M. Becco".

James M. Becco, P.E.
Regional Vice President

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

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS _____ DAY OF _____ , 2025
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:



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

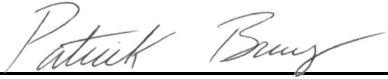
Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandebroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$75.00	\$750.00
Project Engineer	HR	10	\$75.00	\$750.00
Staff Engineer	HR	50	\$75.00	\$3,750.00
Field Technician				
Senior Technician	HR	250	\$50.00	\$12,500.00
Technician	HR	300	\$45.00	\$13,500.00
Clerical	HR	50	\$25.00	\$1,250.00
Mileage	MI	7,500	\$0.75	\$5,625.00
Distance from Office to Qty of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1	\$150.00	\$150.00
Modified Proctor	EA	10	\$175.00	\$1,750.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$15.00	\$6,000.00
Concrete Compression Test (Cylinder by Qty)	EA	10	\$20.00	\$200.00
Handling of Backup Cylinders	EA	100	\$15.00	\$1,500.00
Aggregate Sieve Analysis	EA	10	\$75.00	\$750.00
Atterberg Limits	EA	1	\$100.00	\$100.00
Permeability, Granular Soils	EA	1	\$375.00	\$375.00
Permeability, Cohesive Soils	EA	1	\$450.00	\$450.00
Field Technician Services				
Sample Pickup	EA	1	\$67.50	\$67.50
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$1,000.00	\$5,000.00
Soil Boring	VF	150	\$18.00	\$2,700.00
Report	EA	1	\$1,200.00	\$1,200.00



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

January 30, 2025

Mr. Eric Rakers, P.E.
City Engineer

City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

RE: Proposal for Geotechnical Services/Construction Materials Consulting
2025 Construction Season
City of De Pere, Wisconsin

Dear Mr. Rakers:

On behalf of American Engineering Testing Inc. (AET) we are pleased to submit our proposal for geotechnical and construction materials testing services for 2025. We are submitting the proposal in response to your Request for Proposal dated January 14, 2025.

Our project team strives to function as an extension of our clients through close cooperation and understanding of their specific needs and objectives. Our staff will work closely with you over the next year to assist the City in meeting your objectives and goals regarding construction materials and geotechnical services.

We look forward to providing consulting services to you.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in blue ink that reads 'Andrew Walters'.

Andrew Walters, P.E.
Area Manager/ Sr. Engineer

Enclosures



Proposal for Soil Testing Services City of De Pere – 2025

FIRM & SERVICE LOCATION

American Engineering Testing, Inc.
3194 Market Street, Suite D
Green Bay, Wisconsin 54304
www.teamaet.com
Phone: (920) 347-1286

GENERAL INFORMATION

AET is a geotechnical and material testing consultant licensed to provide engineering services by the State of Wisconsin Attorney General (License No. 2832-11). AET currently operates 20 offices and has a staff of over 450 individuals across the Upper Midwest. In Wisconsin, AET operates out of three offices; Green Bay, Wausau, and Chippewa Falls. The services for the 2025 City of De Pere Material Testing contract will be provided from our office in Green Bay.

AET is an employee-owned corporation providing geotechnical, environmental, materials and forensics consulting and testing services to public and private sector clients in a broad spectrum of industries. AET has also provided professional consulting services to municipalities over the Upper Midwest for over 30 years. We have worked as the City of Green Bay's construction materials testing consultant since 2012 and with the Village of Allouez since 2019.

Our staff demonstrates their personal and professional commitment through involvement in community groups, professional organizations, and the organizations that support growth and development of technology in the engineering and planning professions.

UNDERSTANDING OF THE PROJECT – SCOPE OF SERVICES

The City of De Pere is planning capital improvements throughout 2025. Based on our experience and our review of the Request For Proposal (RFP), we understand the construction materials testing and geotechnical services programs generally covers the following services:

- Backfill Testing – Testing backfill for sewer/water trenches, roadway construction, and structural fill. These tests will be performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.
- Subbase and Base Course Testing – This service is performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.

- Construction Inspection/Observation – This work may include review of subgrade soils for roadways, observation of proof rolling operations, and inspection prior to and during pavement placements (asphalt or concrete). This work will be on an as-needed basis.
- Concrete Testing – This service may consist of:
 1. Concrete testing during placement as requested. Work shall be performed by an ACI Certified Concrete Technician (and/or WisDOT PCCTech I) and shall consist of casting cylinders, slump tests, air content, concrete temperature, and visual observation of placement.
 2. Compressive strength testing of concrete cylinders at 7 and 28 days or as requested.
- Asphalt Pavement Testing – This service may consist of asphalt extraction and asphalt content tests, and sieve analysis of aggregate for asphalt pavement samples to check the material conforms with the project specifications. Other related services may be requested to include; laboratory Marshall density testing, field density testing, and air void analysis. The frequency of testing will vary on a project-by-project basis and will be as requested.
- Geotechnical Engineering – This service will consist of performing geotechnical drilling, laboratory testing, and geotechnical report preparation for City street and utility reconstruction projects.

PROJECT EXPERIENCE AND REFERENCES

- Contacts: Mr. Kyle Vander Loop Ms. Kristin Romanowicz
 City of Green Bay (920) 265-9638
 Green Bay, Wisconsin
 (920) 660-6413
 2012-2024 Construction Materials Testing – City of Green Bay, Wisconsin
- Contact: Mr. Sean Gehin
 Village of Allouez
 Allouez, Wisconsin
 (920) 448-2802
 2019-2024 Field and Laboratory Quality Control Testing – Village of Allouez, Wisconsin

LABORATORY AND STAFF

Our laboratory is Wisconsin DOT-qualified and our materials engineers and technicians are certified by agencies such as the American Concrete Institute (ACI), the American Welding Society (AWS), and the Wisconsin Highway Technician Certification program for aggregate, concrete, soil, and asphalt testing as well as concrete and asphalt mix design.

Laboratory and field testing will be performed by our staff of qualified technicians. Field testing and sample/cylinder pick-ups would be performed by technicians who are available at the time.

Billing rates are provided in the fee schedule attached to this proposal.

ADDITIONAL SERVICES

In addition to the services described in the RFP, AET also offers the following non-routine engineering services.

Ground Penetrating Radar – Pavement and Forensic Analysis

Ground Penetrating Radar (GPR) offers a non-destructive means of pavement thickness analysis without coring or probing. GPR is a pulse-echo method for measuring depths where material types change. With GPR we can determine the thickness of existing pavement conditions, depth to utilities, and depth to reinforcing steel.

Falling Weight Deflectometer

The Falling Weight Deflectometer (FWD) is a cost-effective method for the evaluation of pavement and pavement subgrade parameters. The pavement, base, and subgrade response data obtained is utilized in AASHTO's most recent, Mechanistic-Empirical Pavement Design procedures for design of new pavement structures and rehabilitation of existing pavement structures. It is typically used in conjunction with GPR and selective soil borings.

Vibration Monitoring

AET has self-recording seismographs to monitor the ground and structure vibrations from construction operations (pile driving, pavement demolition, soil compaction) and traffic on pavement. With our ReMi micro seismic equipment we can determine the shear wave velocity in soil and use this parameter to calculate the dynamic shear modulus (G) and settlement of structures.

Petrographic Analysis

Petrographic Analysis allows us to identify the reasons of problems with concrete, such as; alkali-silica reaction (ASR), alkali carbonate reaction (ACR), cracking, delamination, low strength, spalling, pop-outs, and fire damage. We can also determine the cement content and water-cement ratio at the time of placement of cured concrete.



ON-CALL APPROACH

Our staff consists of engineers, technicians, and administrative assistants. This diverse staff offers the City of De Pere a degree of flexibility and versatility for City projects. Based on our experience, we understand construction schedules are constantly changing and pride ourselves on being able to meet the City's needs. The Public Works and Engineering Department staff will be encouraged to call one person, Zach Kaup, for all scheduling needs.

Upon initial contact, we will match the City's response needs with appropriate personnel. The selected personnel will come equipped with personal protective equipment, field instruments, and testing equipment. With our office located on the City of Green Bay's southwest side near HWY's 41 and 172, we are within minutes of projects in the City of De Pere.

We will be able to respond to requests for testing services relatively quickly, depending on technician availability. We request the City give as much notice as possible when requesting field testing or sampling. We typically consider a minimum 24-hour notice to be reasonable during the height of the construction season.

FEE SCHEDULE

The attached fee schedule presented are portal-to-portal with expenses and equipment rentals being additional (as listed). AET provides additional services not listed here; we appreciate any request for additional services and can provide pricing for those services upon request.

Please note, overtime rate for personnel is charged plus 150% for over 8 hours (single day) or Saturday; and at personnel rate plus 200% for work Sundays and legal holidays.

The unit prices provided will be in effect through the contract duration, December 31, 2025.

REPORTS

Standard laboratory testing turn-around varies based on the requested test. Most of the testing requested by the City can be completed within 48 hours.

AET provides verbal test results on site to the City's designated representative, and if approved, directly to the contractor. Laboratory test reports will be prepared as tests are completed. AET reports are distributed in electronic format (PDF) through our online Construction Hive. The Construction Hive is a personalized database an assigned user has control of to search, forward, download, or print selected reports. Reports are in a pdf format.



Terms and Conditions

AET will review and provide comment on the '*Agreement for Services Between The City of De Pere and Consultant*' upon notice of award.

Construction Safety

The contractors on the City projects must provide labor and facilities for safe access to the work areas to be tested or observed. AET will not be held responsible for injuries to AET personnel or others due to unsafe site conditions, improper operation of equipment by contractors, or lack of safe access to test locations.

The contractors must comply with the latest OSHA regulations for trench excavation and safety, and general construction site safety. Their regulations require a contractor to assign a "competent person" on the site during trenching operations to determine safe slopes for excavations. AET cannot direct the contractors' personnel or work, and we cannot assume the responsibility for safety.

Proposed Fee Schedule

Company Name: American Engineering Testing, Inc.

Local Office Address: 3194 Market Street, Suite D, Green Bay, WI 54304

Corporate Office Address: 550 Cleveland Avenue North, St. Paul, MN 55114

Company Representative: Andrew Walters, P.E. – Area Manager / Sr. Engineer

Signature: _____

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$155.00	\$1,550.00
Project Engineer	HR	10	\$175.00	\$1,750.00
Staff Engineer	HR	50	\$155.00	\$7,750.00
Field Technician				
Senior Technician	HR	250	\$110.00	\$27,500.00
Technician	HR	300	\$85.00	\$25,500.00
Clerical	HR	50	\$85.00	\$4,250.00
Mileage	MI	7,500	\$1.35	\$10,125.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	2.3		
Laboratory Testing Services				
Standard Proctor	EA	1	\$195.00	\$195.00
Modified Proctor	EA	10	\$195.00	\$1,950.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$44.00	\$17,600.00
Concrete Compression Test (Cylinder by City)	EA	10	\$44.00	\$440.00
Handling of Backup Cylinders	EA	100	\$44.00	\$4,400.00
Aggregate Sieve Analysis	EA	10	\$170.00	\$1,700.00
Atterberg Limits	EA	1	\$152.00	\$152.00
Permeability, Granular Soils	EA	1	\$352.00	\$352.00
Permeability, Cohesive Soils	EA	1	\$498.00	\$498.00
Field Technician Services				
Sample Pickup	EA	1	\$170.00	\$170.00
Nuclear Density Gauge	½ DAY	100	\$80.00	\$8,000.00
Nuclear Density Gauge	DAY	5	\$80.00	\$400.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$1,000.00	\$5,000.00
Soil Boring	VF	150	\$75.00	\$11,250.00
Report	EA	1	\$2,500.00	\$2,500.00

AET recommends geotechnical services be re-quoted per project site. Variations in the need for boring depth, pavement type, traffic control, laboratory testing, and analysis should all be taken into account for each specific project site. AET rates for soil boring services would be subject to change, and in general may be reduced if a more specific scope is known.



City of De Pere, Wisconsin

III.9

Request for Board of Public Works Action

MEETING DATE: February 10, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Consideration and possible action on award of Request for Proposals for Phragmites Mitigation*
RECOMMENDED ACTION: Award to Merjent in the amount of \$8,497.50

ATTACHMENTS:
BOPW_Phragmites Mitigation Award Memo, 2025 Phragmites RFP_Merjent

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2025

RE: **Consideration and possible action on award of Request for Proposals for Phragmites Mitigation***

The Engineering Department received a proposal for Phragmites Mitigation on January 30, 2025. The work is for treating phragmites on several swales, storm water ponds, and along the City's railroad spur line. Locations are included in the attached proposal.

The proposal received is as follows:

Contractor	Amount
Merjent	\$8,497.50

The allocated budget amount for the project is \$20,000.00 from the Storm Water Utility for work on the storm water facilities. Work on the City railroad spurs will be funded from TID's 11 and 12 which have annual maintenance budgets. Additional work may be added to this project as locations with phragmites are identified.

Staff recommendation is to award to Merjent in the amount of \$8,497.50.

Attachments:

2025 Phragmites RFP_Merjent

**REQUEST FOR PROPOSALS
FOR
2025 PHRAGMITES MITIGATION**

The City of De Pere would like to invite your firm to submit a proposal to complete phragmites mitigation within City-owned properties and stormwater management facilities.

Your proposal shall be submitted to Eric Rakers, City Engineer, by Thursday, January 30, at 1:00 PM CDT. Proposals shall be submitted via email at erakers@deperewi.gov. All submitted proposals shall include the following:

1. A statement regarding the contractor's capacity to perform the work, including
 - a. The number of people on the herbicide treatment team and their roles.
 - b. The range of phragmites populations treated in a typical workday.
2. Indicate any services to be provided by subconsultants.
3. Wisconsin DATCP Commercial Pesticide Applicator certification and license number of the individuals responsible for treatment, chemical storage, transport, and application.
4. Relevant experience and two references for similar work completed.

GENERAL INFORMATION:

City of De Pere is seeking qualified contractors for services to control invasive phragmites within City-owned properties and stormwater management facilities. Phragmites (Common Reed Grass, *Phragmites australis*) is a non-native variety of phragmites and is threatening the ecological health of the City's stormwater facilities by displacing native vegetation.

The objective of this RFP is to chemically treat phragmites at locations identified by City staff using a combination of glyphosate and imazapyr. Application rates are further outlined in the scope of work. The City will mechanically cut phragmites in advance of treatment to provide access for chemical treatment.

SCOPE OF WORK:

The chosen firm will be tasked in completing phragmites mitigation at locations designated by City staff. The majority of the correspondence and review will be completed via email and by phone with Eric Rakers, City Engineer. The treatment locations identified as part of this RFP are as follows:

1. 2010 Venture Avenue (Parcel #: WD-1049-2) along the City's rail spur.
2. Greenleaf Road Ponds (Parcel #s: ED-D-6-1-4 & ED-F0094-5)
3. Greenleaf Road at Rockland Road Pond (Parcel #: ED-F0081-4)
4. De Pere Dog Park along railroad tracks (Parcel #: WD-1138-2)

5. Southbridge Rd - Innovation Ct Pond (Parcel #: WD-D0037-2)
6. 1780 Lawrence Dr Preserve Park Entrance (Parcel #: WD-364-D-534)
7. Exit 161 Roundabout Hwy 41-Scheuring (Parcel #: WD-D0030-1)
8. Exit 163 Mid Valley Rd Hwy 41 ponds
9. Lawrence – Grant Dry pond (across from 1218 Grant St)
10. Fortune & Venture Swale (Parcel #WD-D0077)

Meetings

Prior to work start, the City will hold a kickoff meeting to review the phragmites treatment locations and the scope of the RFP with the consultant. All subconsultants shall be present for this meeting.

Chemical Treatment Preparation

The City has identified the following items requiring preparation in advance of the phragmites mitigation:

1. Identification of treatment date(s).
2. A brief description of the proposed phragmites treatment approaches including the proposed equipment to be used.
3. Submittal of material data safety sheets (MSDS) for both glyphosate and imazapyr including manufacturer's application and mixing directions.

Chemical Treatment

Treatment of phragmites shall be a combination of glyphosate and imazapyr applied after plants are in full bloom in late summer. The herbicide rate shall be three pints of glyphosate and three pints of imazapyr per acre.

The following tasks summarize the scope of work to be completed by the contractor:

1. Treat targeted species in the outlined areas of De Pere according to maps and data provided by the City. Locations identified are also subject to consultant's discretion, within the period specified in this request or as otherwise agreed upon by the selected contractor and the City.
2. Oversee and manage all herbicide application and other treatment efforts in cooperation with the City.
3. Provide notice to and coordination with De Pere prior to treatments.
4. Implement effective control treatment for Phragmites (Common Reed Grass, *Phragmites australis*) using established best management practices and in compliance with all label instructions and all applicable federal, state, and local regulations.

5. Follow the certification, licensing, and permit requirements as required by Wisconsin Administrative Code and administered by the Wisconsin Department of Natural Resources; the Wisconsin Department of Agricultural, Trade, and Consumer Protection for herbicide applicators; and local permitting requirements as necessary.
6. Follow the required reporting and recordkeeping obligations by tracking and submitting the location and type of invasive species treated for each population, including the date and method of treatment.

The consultant will call or meet at least once a day with the City to report job progress and receive new job assignments while work on this proposal is in progress.

SCHEDULING:

The City anticipates taking proposals to the Board of Public Works and Common Council on February 10, 2025 and February 18, 2025 for consideration and approval. Chemical treatment of phragmites is planned to be completed by October 31, 2025.

INSURANCE:

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

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

FEE:

The proposed fee schedule shall be submitted on the attached form. The quantities listed on the attached fee schedule are estimated and will be paid by actual quantities completed. A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

DELIVERABLES:

The deliverables for the phragmites mitigation project include the following:

1. Herbicide certification/licensing. Any applicator applying herbicides in a situation that requires certification or licensing by the Wisconsin Department of Agriculture, Trade, and Consumer Protection, according to Wisconsin Statutes and Wisconsin Administrative codes, must provide City of De Pere with a copy of its certification and/or license prior to field application.
2. Permit and treatment records. When a permit is required under Wisconsin Administrative Code, the contractor is responsible for completion and submittal of such permit.
3. Time and materials records. Records for work implemented under this project must be documented in an invoice or similar format. The records shall include the following information, as appropriate: name of contractor performing the work, appropriate professional titles and certifications, name of this project, dates and description of work, cost of equipment/supplies, and hours logged by date and multiplied by per hour rate.
4. Recommendations of future phragmites treatment measures that the City should undertake in the future.

ADDITIONAL INFORMATION:

The City will provide the following to the consultant for the phragmites mitigation project:

1. Electronic maps of the phragmites treatment locations in either ArcGIS or AutoCAD format.
2. GPS coordinates of identified phragmites locations.
3. Staking and flagging of treatment locations and site square yardages.
4. Mechanical trimming of phragmites to allow for site access at locations identified by the consultant in advance of the treatment date. The City will require a minimum two week notice to mechanically trim for site access.

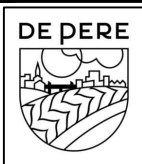
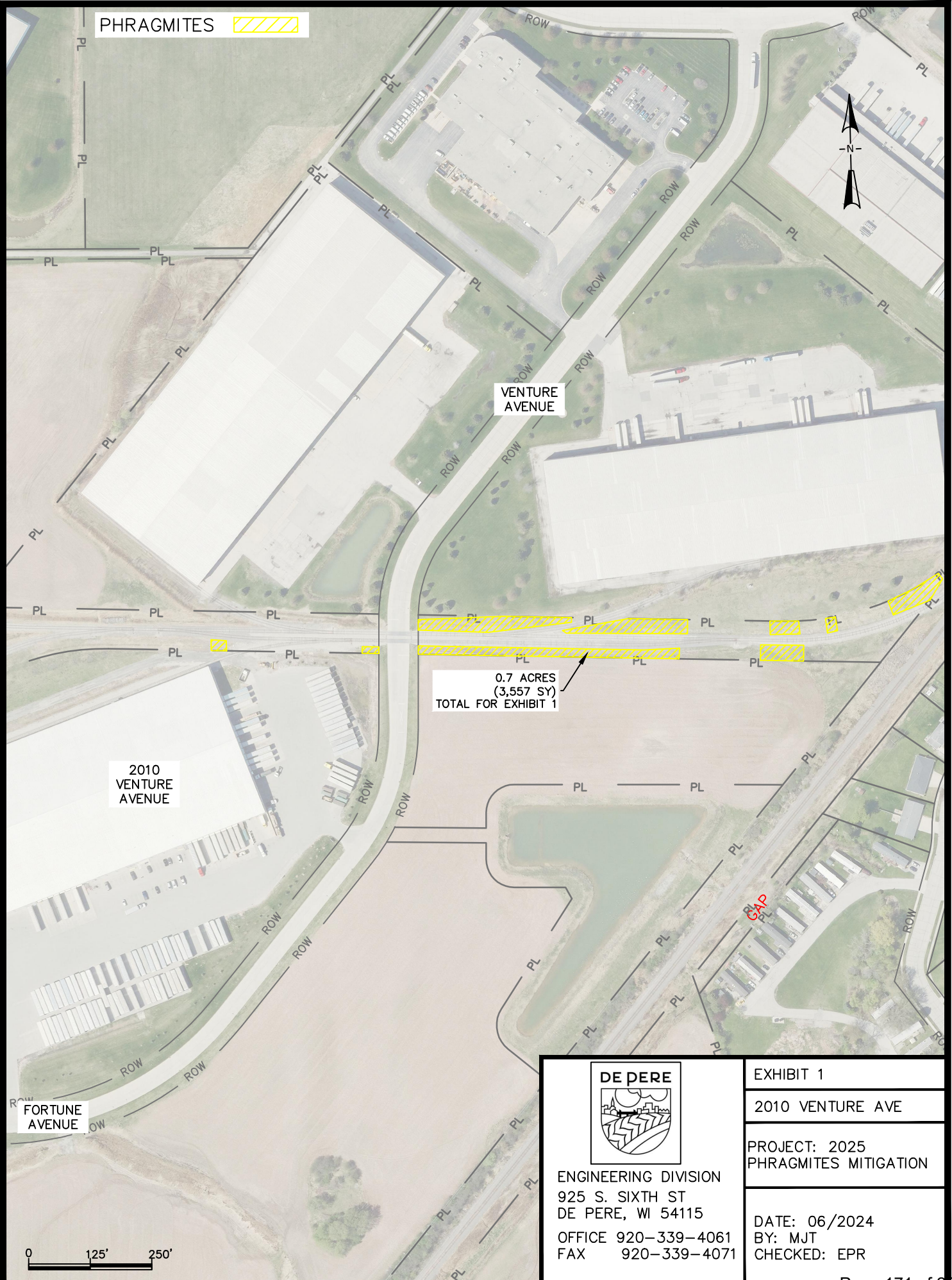
Additionally, the city will complete all notification to affected residents and businesses prior to the treatment date.

A sample consultant agreement is attached.

PROPOSED FEE SCHEDULE:Company Name: MerjentCompany Address Line 1: 3764 Uni DriveCompany Address Line 2: Freedom, WI 54130Company Representative: Levi KoskiSignature: Levi KoskiFee (Total): \$8,497.50

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Item #	Description	Unit	Quantity	Unit Price	Total
A	Kickoff Meeting	LS	1	\$ 300.00	\$ 300
B	Glyphosate	GAL	4	\$ 80.00	\$ 280
C	Imazapyr	GAL	4	\$ 105.00	\$ 367.50
D	Herbicide Application	SY	45,000	\$ 0.15	\$ 6,750.00
E	Herbicide Treatment Records	LS	1	\$ 800.00	\$ 800.00
PROPOSAL TOTAL					\$ 8,497.50



DE PERE

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT 1

2010 VENTURE AVE

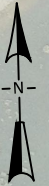
PROJECT: 2025
PHRAGMITES MITIGATION

DATE: 06/2024
BY: MJT
CHECKED: EPR

PHRAGMITES 

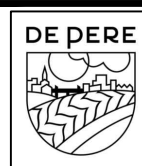
SEE EXHIBIT 3

0.03 ACRES
(155 SY)



0.04 ACRES
(186 SY)

DE PERE
DOG PARK
1400
BIOTECH
WAY



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

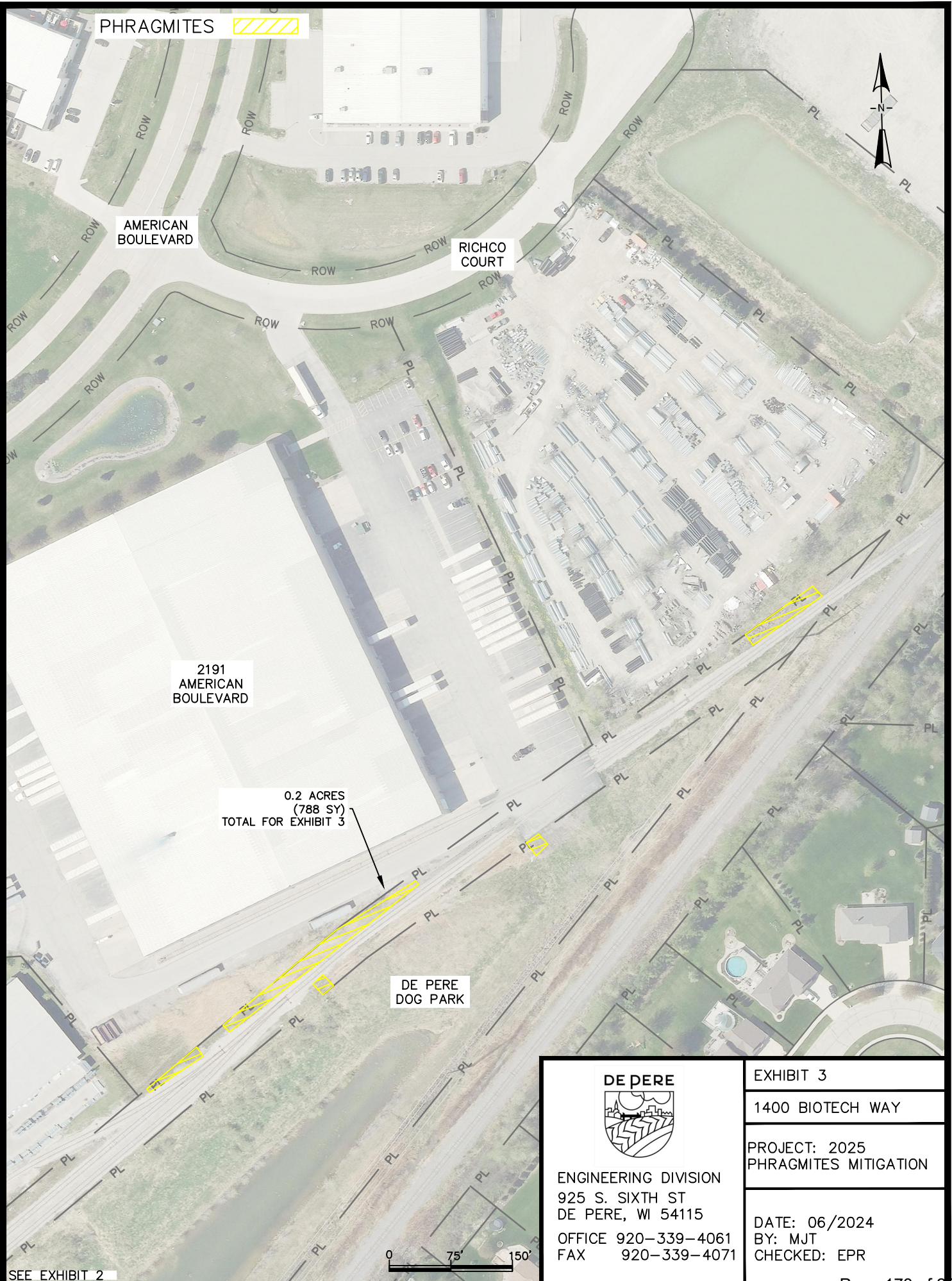
EXHIBIT 2

1400 BIOTECH WAY

PROJECT: 2025
PHRAGMITES MITIGATION

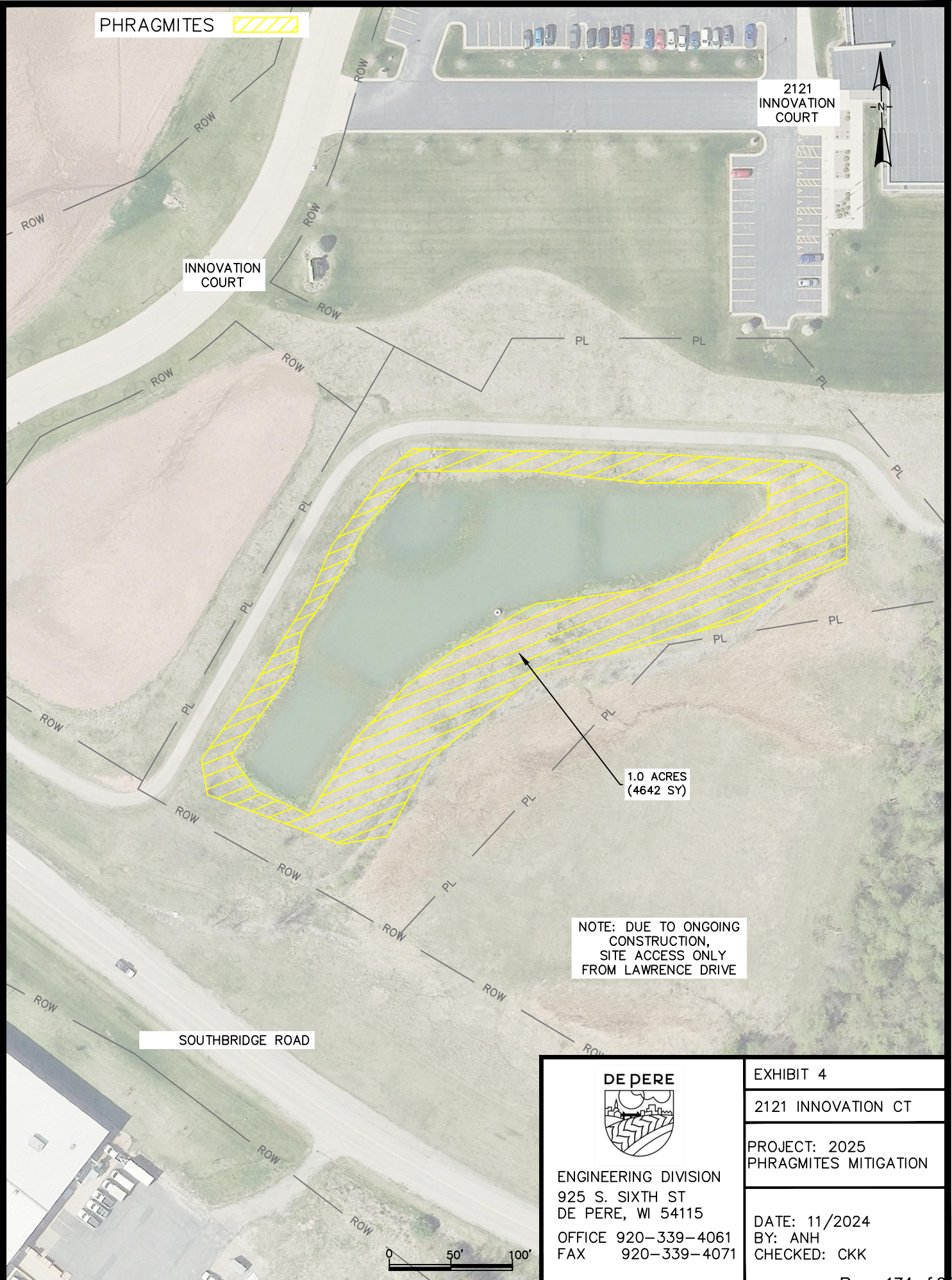
DATE: 06/2024
BY: MJT
CHECKED: EPR

0 75' 150'



SEE EXHIBIT 2

 DE PERE ENGINEERING DIVISION 925 S. SIXTH ST DE PERE, WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	EXHIBIT 3
	1400 BIOTECH WAY
	PROJECT: 2025 PHRAGMITES MITIGATION
	DATE: 06/2024 BY: MJT CHECKED: EPR



PHRAGMITES



2121 INNOVATION COURT

INNOVATION COURT

1.0 ACRES
(4642 SY)

NOTE: DUE TO ONGOING CONSTRUCTION,
SITE ACCESS ONLY
FROM LAWRENCE DRIVE

SOUTHBRIDGE ROAD

DE PERE



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

EXHIBIT 4

2121 INNOVATION CT

PROJECT: 2025
PHRAGMITES MITIGATION

DATE: 11/2024
BY: ANH
CHECKED: CKK



DE PERE



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

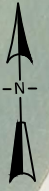
EXHIBIT 5

675 HERITAGE RD

PROJECT: 2025
PHRAGMITES MITIGATION

DATE: 11/2024
BY: ANH
CHECKED: CKK

PHRAGMITES 



PROFIT PLACE

0.5 ACRES
(2,217 SY)

GREENLEAF
ROAD
(HWY
57-32)

ROCKLAND
ROAD

DE PERE



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

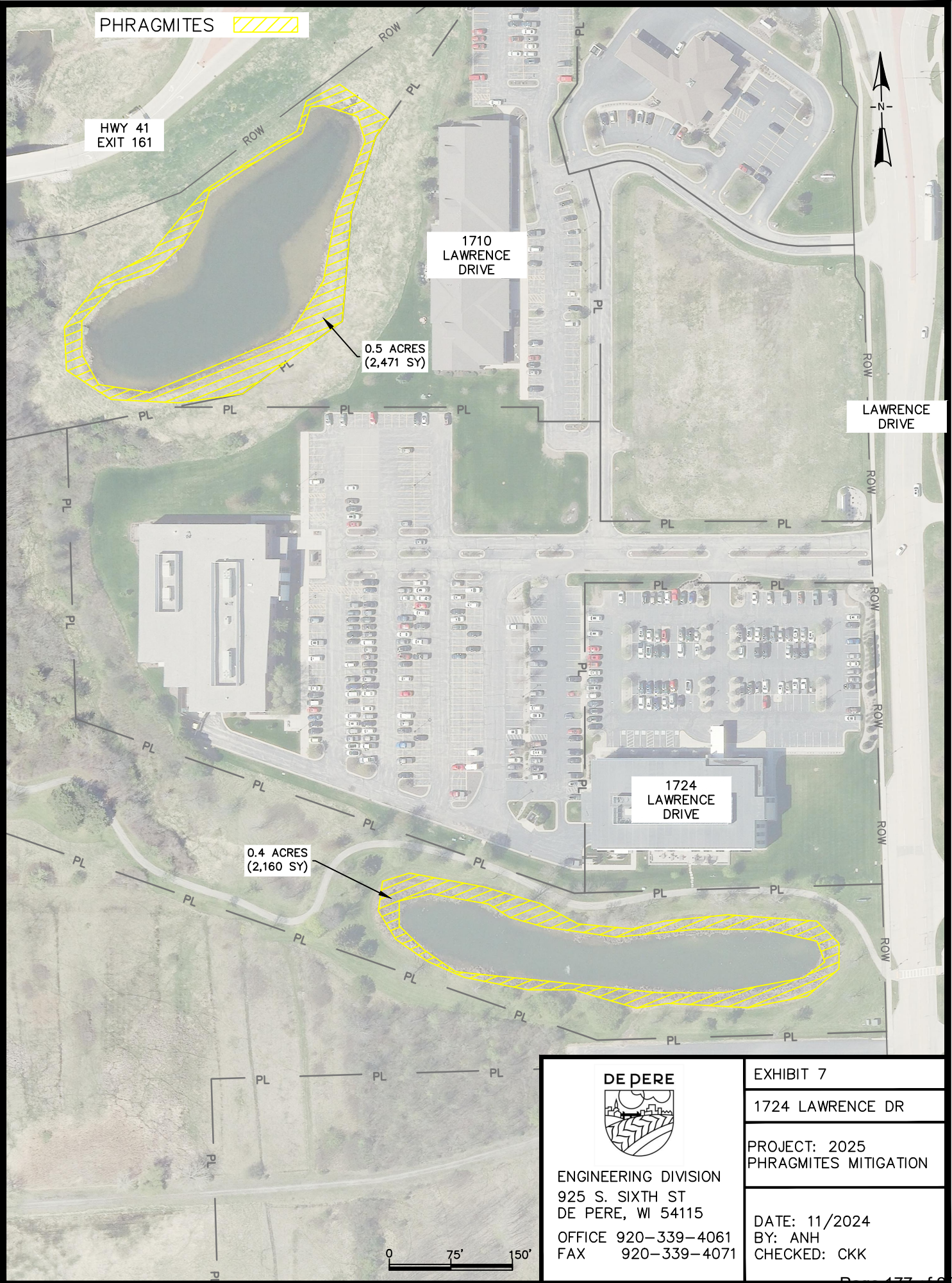
EXHIBIT 6

2080 PROFIT PL

PROJECT: 2025
PHRAGMITES MITIGATION

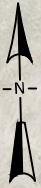
DATE: 11/2024
BY: ANH
CHECKED: CKK

0 50' 100'



 ENGINEERING DIVISION 925 S. SIXTH ST DE PERE, WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	EXHIBIT 7
	1724 LAWRENCE DR
	PROJECT: 2025 PHRAGMITES MITIGATION
	DATE: 11/2024 BY: ANH CHECKED: CKK

PHRAGMITES 



HWY 41
EXIT 163A

0.5 ACRES
(2,477 SY)

0.4 ACRES
(1891 SY)

HWY 41

MAIN AVE

0 50' 100'

DE PERE



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

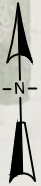
EXHIBIT 8

EXIT 163 (MID VALLEY DR)

PROJECT: 2025
PHRAGMITES MITIGATION

DATE: 11/2024
BY: ANH
CHECKED: CKK

PHRAGMITES 



0.4 ACRES
(2125 SY)

LAWRENCE
DRIVE

1218 GRANT
ST

HWY 41

MAIN AVE

DE PERE



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

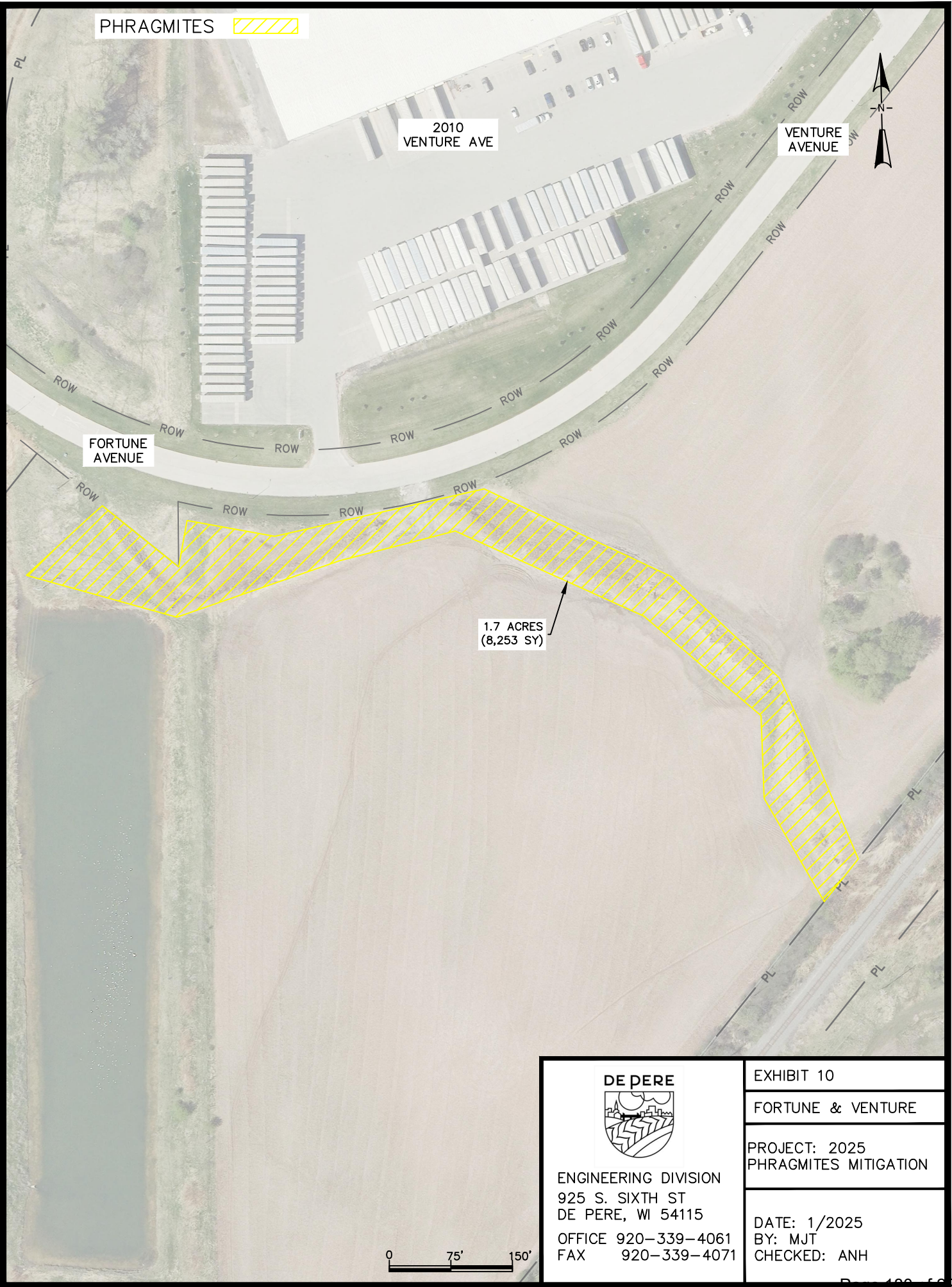
EXHIBIT 9

ACROSS 1218 GRANT ST

PROJECT: 2025
PHRAGMITES MITIGATION

DATE: 11/2024
BY: ANH
CHECKED: CKK

0 40' 80'



DE PERE



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT 10

FORTUNE & VENTURE

PROJECT: 2025
PHRAGMITES MITIGATION

DATE: 1/2025

BY: MJT
CHECKED: ANH

0 75' 150'

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____ (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description) _____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) ____ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated ____ (date) ____ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

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

IX. COMPENSATION

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

X. RESPONSIBILITY OF CONSULTANT

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

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national

origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

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

XVIII. SUSPENSION OF WORK

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

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

XIX. TERMINATION OF WORK

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

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

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

XX. MEDIATION

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

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

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXI. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk



City of De Pere, Wisconsin

III.10

Request for Board of Public Works Action

MEETING DATE: February 10, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Consideration and possible action on award on Request for Proposals for 2025 Pond Trapping Services*
RECOMMENDED ACTION: Accept the proposal from EV Large Pest Control, LLC in the amount of \$6,200.00

ATTACHMENTS:

BOPW Trapping Proposal Memo, 2025 Trapping Proposal Summary, 2025 Pond Trapping RFP_Exhibits_Agreement

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2025

RE: **Consideration and possible action on award on Request for Proposals for 2025 Pond Trapping Services***

The Engineering Department received proposals for Trapping Services on January 30, 2025. The work is for the trapping of muskrats at storm water detention ponds. Many of the City's ponds experience issues with muskrats burrowing into the pond embankments which can lead to side slope failures. Additionally, the City receives complaints regarding muskrats at our ponds. Staff received the following proposals:

Contractor	Amount
EV Large Pest Control, LLC	\$6,200.00
Suamico Trap, LLC	\$10,788.00
Suburban Wildlife Solutions, LLC	\$13,998.00
Blue Collar Pest Management	\$15,450.00

The allocated budget amount for the project is \$25,000.00 from the Storm Water Utility.

Staff's recommendation is to accept the proposal from EV Large Pest Control, LLC in the amount of \$6,200.00.

Attachments:

2025 Trapping Proposal Summary
2025 Trapping RFP Packet

Item #	Description	Unit	Quantity	EV Large Pest Control, LLC	Suamico Trap, LLC	Suburban Wildlife Solutions, LLC	Blue Collar Pest Management
Spring 2025 Trapping							
Spring-1	SW Business Park Pond System	ACRES	19	\$1,000.00	\$2,660.00	\$2,534.00	
Spring-2	Honeysuckle Pond and Swale	ACRES	5.8	\$300.00	\$812.00	\$700.00	
Spring-3	Lawrence Drive Pond	ACRES	1.2	\$300.00	\$250.00	\$800.00	
Spring-4	Perkofski Boat Launch Pond	ACRES	0.5	\$300.00	\$250.00	\$437.00	
Spring-5	261 N Lawrence Drive Pond	ACRES	0.2	\$300.00	\$250.00	\$403.00	
Spring-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$300.00	\$250.00	\$535.00	
Spring-7	Trailside Lane Pond	ACRES	1.1	\$300.00	\$250.00	\$590.00	
Spring-8	Garrity's Glen Pond	ACRES	4.8	\$300.00	\$672.00	\$1,000.00	
Fall 2025 Trapping							
Fall-1	SW Business Park Pond System	ACRES	19	\$1,000.00	\$2,660.00	\$2,534.00	
Fall-2	Honeysuckle Pond and Swale	ACRES	5.8	\$300.00	\$812.00	\$700.00	
Fall-3	Lawrence Drive Pond	ACRES	1.2	\$300.00	\$250.00	\$800.00	
Fall-4	Perkofski Boat Launch Pond	ACRES	0.5	\$300.00	\$250.00	\$437.00	
Fall-5	261 N Lawrence Drive Pond	ACRES	0.2	\$300.00	\$250.00	\$403.00	
Fall-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$300.00	\$250.00	\$535.00	
Fall-7	Trailside Lane Pond	ACRES	1.1	\$300.00	\$250.00	\$590.00	
Fall-8	Garrity's Glen Pond	ACRES	4.8	\$300.00	\$672.00	\$1,000.00	
				\$6,200.00	\$10,788.00	\$13,998.00	\$15,450.00

**Request for Proposals
For
Trapping Services**

The City of De Pere would like to invite your company to submit a proposal for muskrat trapping in Spring of 2025 and Fall of 2025.

Your proposal must be submitted to our office by Thursday, January 30th at 1:00 p.m. Proposals can be emailed to Eric Rakers, City Engineer at erakers@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere conducts annual inspection of its storm water facilities. We are finding these facilities are experiencing damage to pond embankments and vegetation because of muskrats. The purpose for this Request for Proposals (RFP) is to obtain services to trap muskrats around these storm water facilities.

SCOPE OF SERVICES:

The City shall grant the selected Trapper exclusive rights for trapping muskrats only on or around the following City storm water facilities:

1. SW Business Park Pond System
2. Honeysuckle Pond and Swale
3. Lawrence Drive Pond
4. Perkofski Boat Launch Pond
5. 261 N Lawrence Drive Pond
6. Lawrence Drive / Grant Street Ponds
7. Trailside Lane Pond
8. Garrity's Glen Pond

Muskrat removal shall consist of two trapping periods at each pond, one in the spring of 2025 and the second in the fall of 2025. Each trapping period shall last seven days. Upon completion of a trapping period, submit a report to the City listing the date of the trapping period and the number of muskrats removed from each pond.

The trapper is required to follow Wisconsin Trapping Regulations, latest edition, as set forth by the Wisconsin Department of Natural Resources.

SCHEDULING:

This RFP will result in an agreement between the City of De Pere and the selected trapper on or around the City's storm water facilities terminating December 19, 2025.

SITE ACCESS

Access each site as noted below and on the exhibits. Any on street parking must be accompanied by traffic control, meeting the standards set for in the United States Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) to protect vehicles.

Access to each individual pond is anticipated to be as follows:

1. Exhibit #1: SW Business Park Pond System
 - Parking on the grassed terrace on American Boulevard
(See Exhibit #9 for traffic control requirements.)
 - Southbridge Road
 - American Court
 - Samantha Park
 - Any of the storm sewer easements shown on the exhibit, access by foot only
2. Exhibit #2: Honeysuckle Pond and Swale
 - Lawrence Drive Parking Lane
 - Red Maple Extended west of American Boulevard
 - Parking on the grassed terrace on American Boulevard
(See Exhibit #9 for traffic control requirements.)
3. Exhibit #3: Lawrence Drive Pond
 - Access site from Preserve Trail
4. Exhibit #4: Perkofski Boat Launch Pond
 - Access from boat launch parking area. Access parking lot via Fort Howard Avenue.
5. Exhibit #5: 261 N Lawrence Drive Pond
 - Access off N Lawrence Drive cul de sac
6. Exhibit #6: Lawrence Drive / Grant Street Ponds
 - Access off Lawrence Drive
7. Exhibit #7: Trailside Lane Pond
 - Access off Killarny Trail
 - Access off Trailside Lane
8. Exhibit #8: Garrity's Glen Pond
 - Access off American Blvd
 - Access off Garroman Dr

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there

from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

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

The Trapper shall comply with all DNR regulations and licensing requirements in conducting any trapping on or around the City's storm water facilities.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and shall restore the site to the condition existing prior to entry.

FEE:

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

Licensure fees for muskrat trapping shall be considered incidental to the submitted unit prices.

DELIVERY:

E-mail, in PDF format, copies of trapping results specific for each storm water facility to the City Engineer. Hard copies will not need to be provided. Trapping results shall include days trapping and the number of muskrats caught.

ADDITIONAL INFORMATION:

The City will provide the following services as part of this project:

- Trim vegetation around ponds if needed. Advance notice will need to be provided so the City can schedule required trimming.

A sample consultant agreement is attached. The attached agreement template is for solicitation purposes only. The selected proposal will have the ability to work with the City to modify certain terms of the attached agreement.

Exhibits of each site are attached.

Proposed Fee Schedule

Company Name: _____

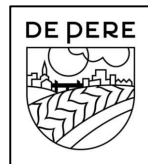
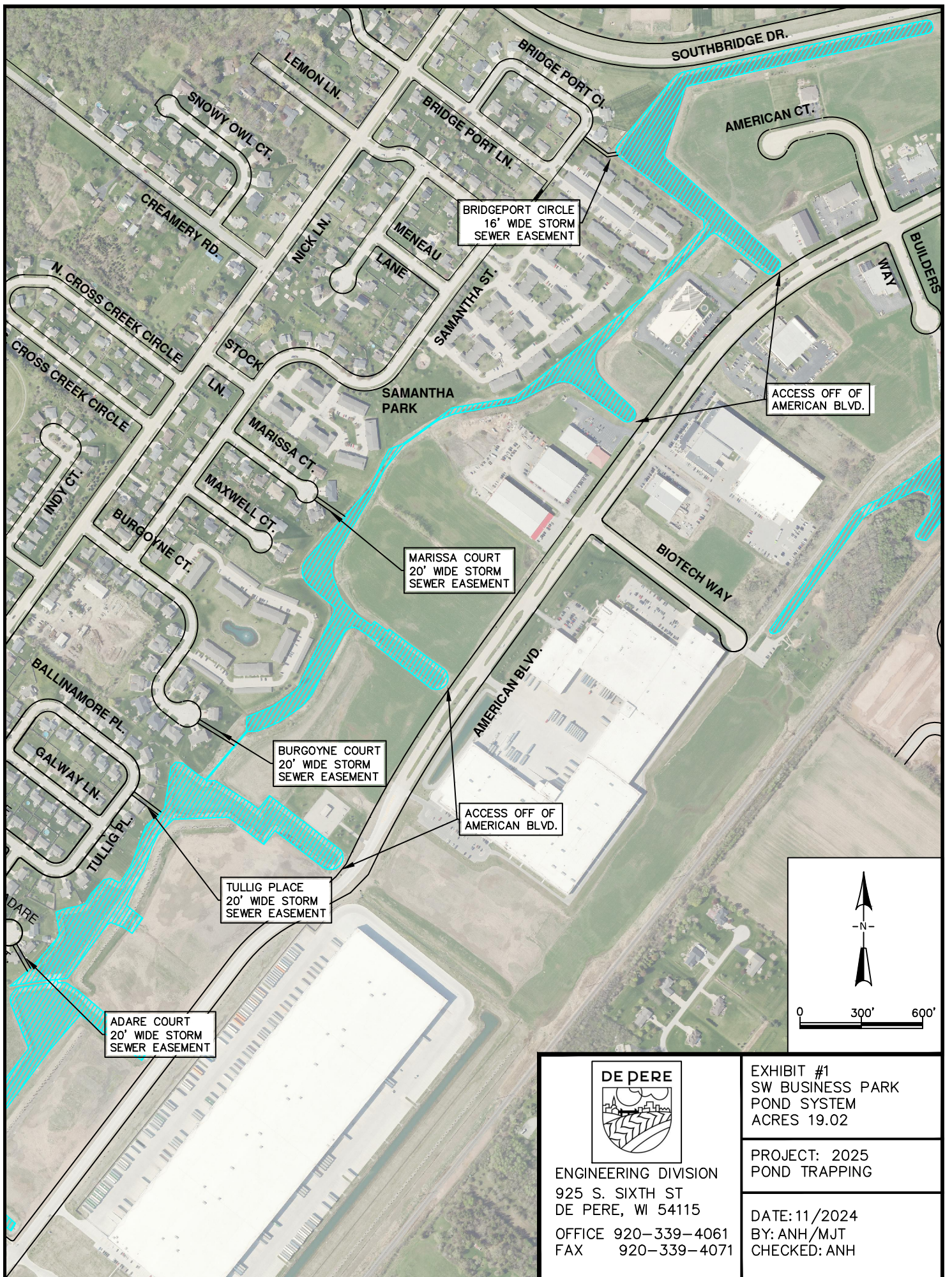
Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item #	Description	Unit	Quantity	Total
Spring 2025 Trapping				
Spring-1	SW Business Park Pond System	ACRES	19.0	\$
Spring-2	Honeysuckle Pond and Swale	ACRES	5.8	\$
Spring-3	Lawrence Drive Pond	ACRES	1.2	\$
Spring-4	Perkofski Boat Launch Pond	ACRES	0.5	\$
Spring-5	261 N Lawrence Drive Pond	ACRES	0.2	\$
Spring-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$
Spring-7	Trailside Lane Pond	ACRES	1.1	\$
Spring-8	Garrity's Glen Pond	ACRES	4.8	\$
Fall 2025 Trapping				
Fall-1	SW Business Park Pond System	ACRES	19.0	\$
Fall-2	Honeysuckle Pond and Swale	ACRES	5.8	\$
Fall-3	Lawrence Drive Pond	ACRES	1.2	\$
Fall-4	Perkofski Boat Launch Pond	ACRES	0.5	\$
Fall-5	261 N Lawrence Drive Pond	ACRES	0.2	\$
Fall-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$
Fall-7	Trailside Lane Pond	ACRES	1.1	\$
Fall-8	Garrity's Glen Pond	ACRES	4.8	\$
PROPOSAL TOTAL				\$

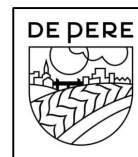
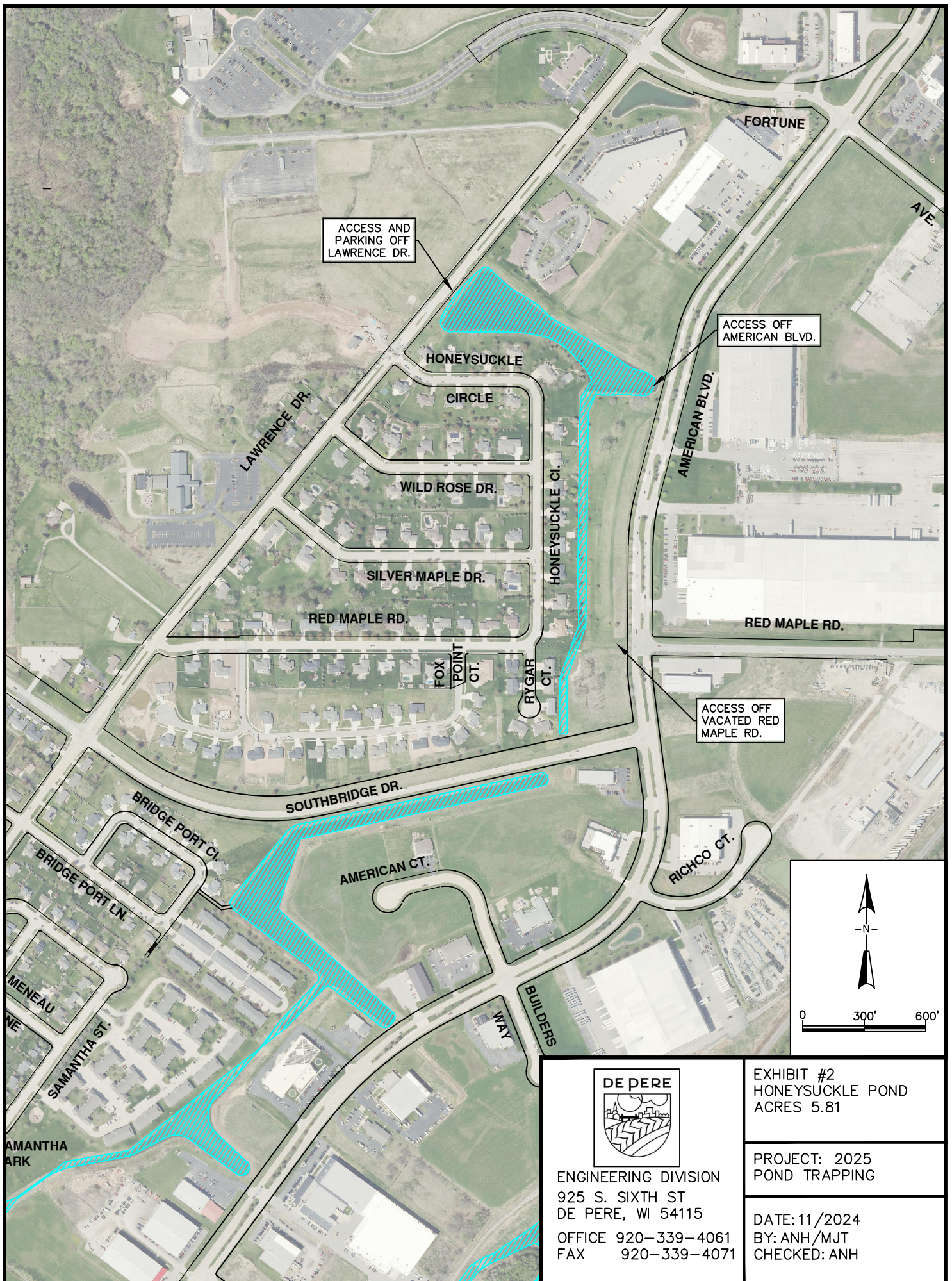


ENGINEERING DIVISION
 925 S. SIXTH ST
 DE PERE, WI 54115
 OFFICE 920-339-4061
 FAX 920-339-4071

EXHIBIT #1
 SW BUSINESS PARK
 POND SYSTEM
 ACRES 19.02

PROJECT: 2025
 POND TRAPPING

DATE: 11/2024
 BY: ANH/MJT
 CHECKED: ANH

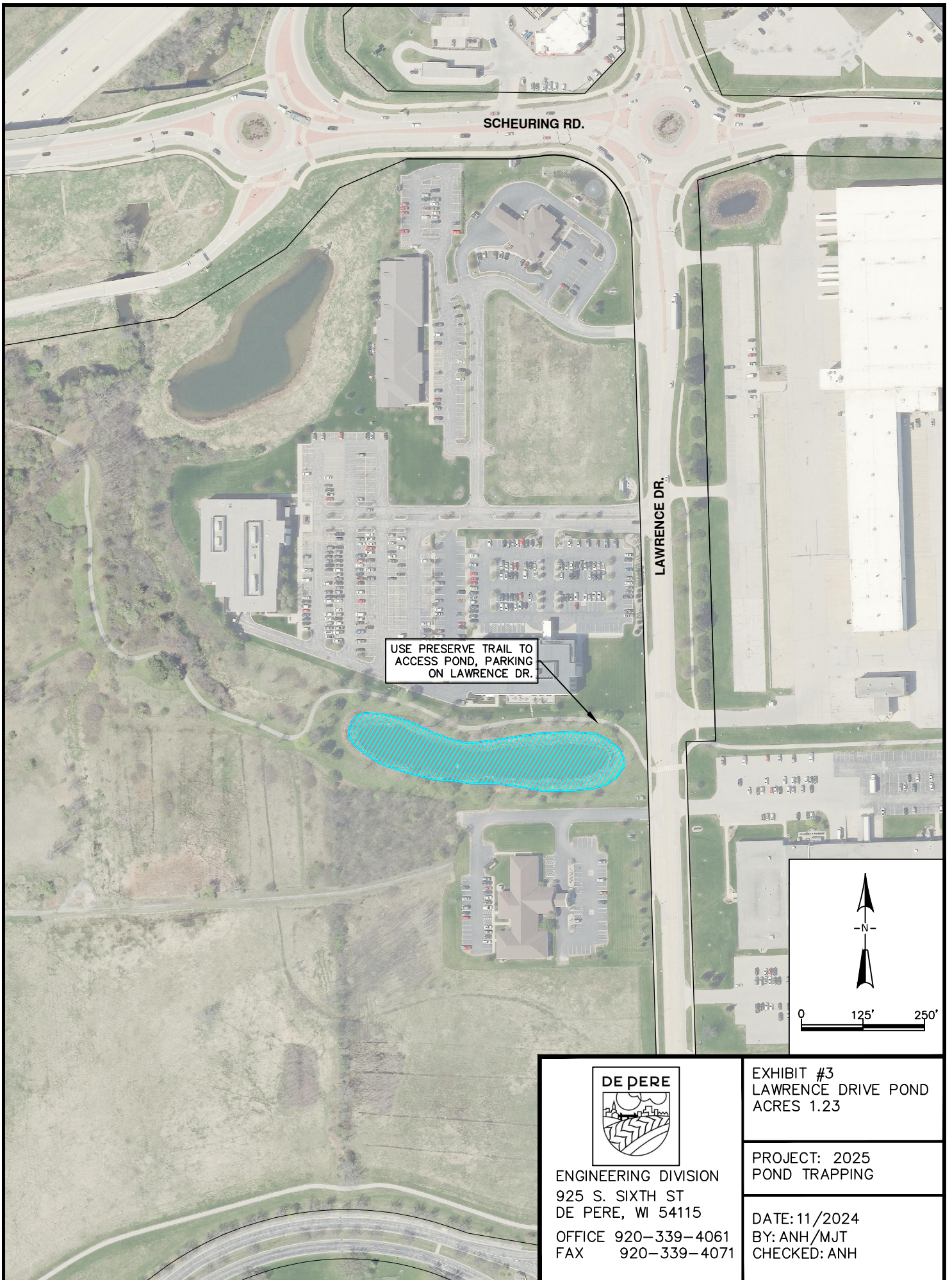


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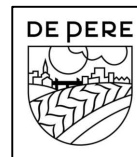
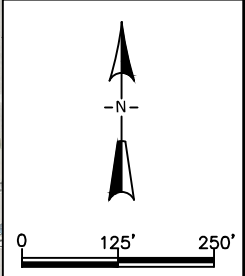
EXHIBIT #2
HONEY SUCKLE POND
ACRES 5.81

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH



USE PRESERVE TRAIL TO
ACCESS POND, PARKING
ON LAWRENCE DR.

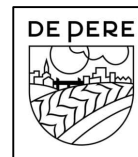
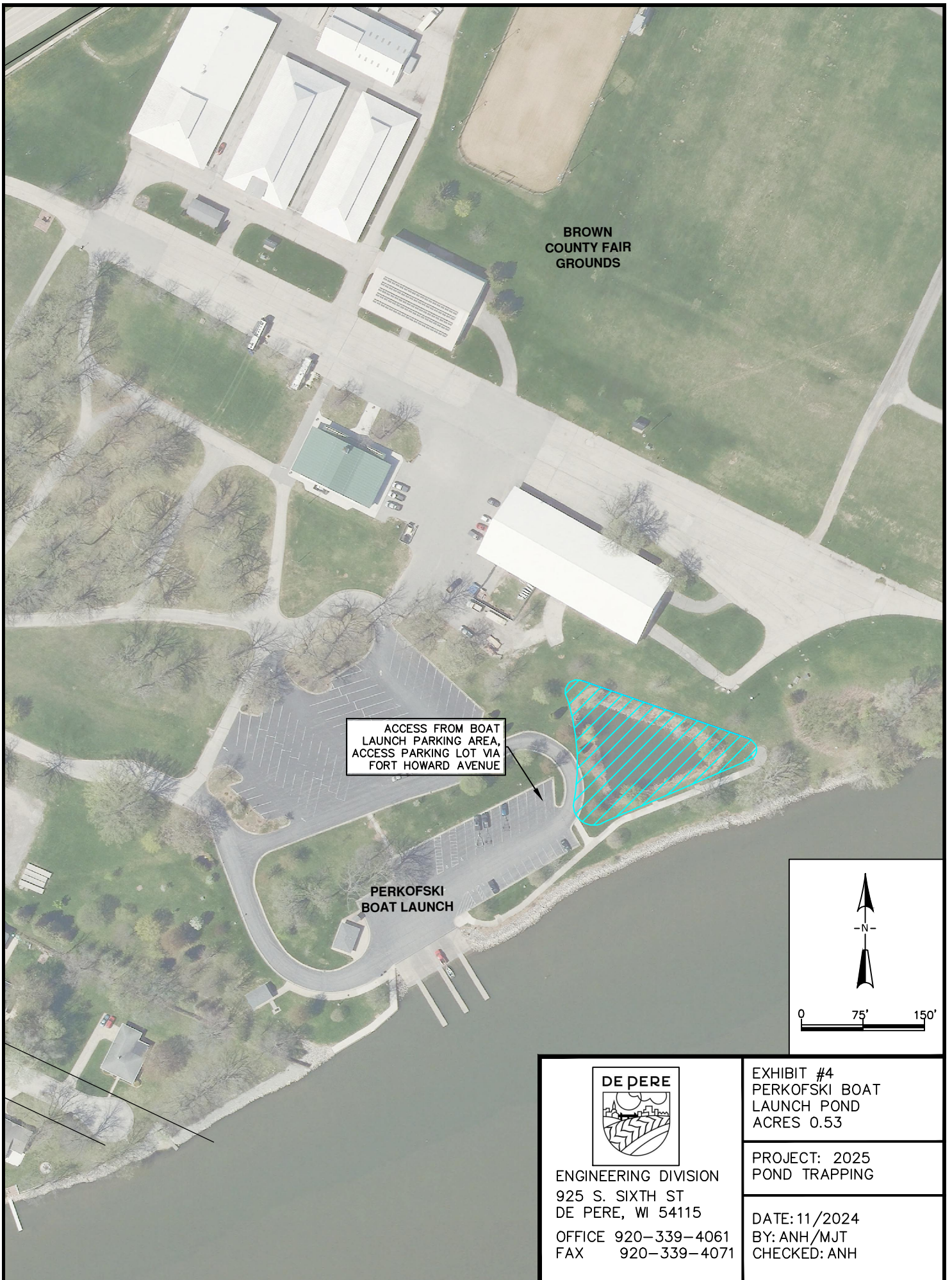


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #3
LAWRENCE DRIVE POND
ACRES 1.23

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH

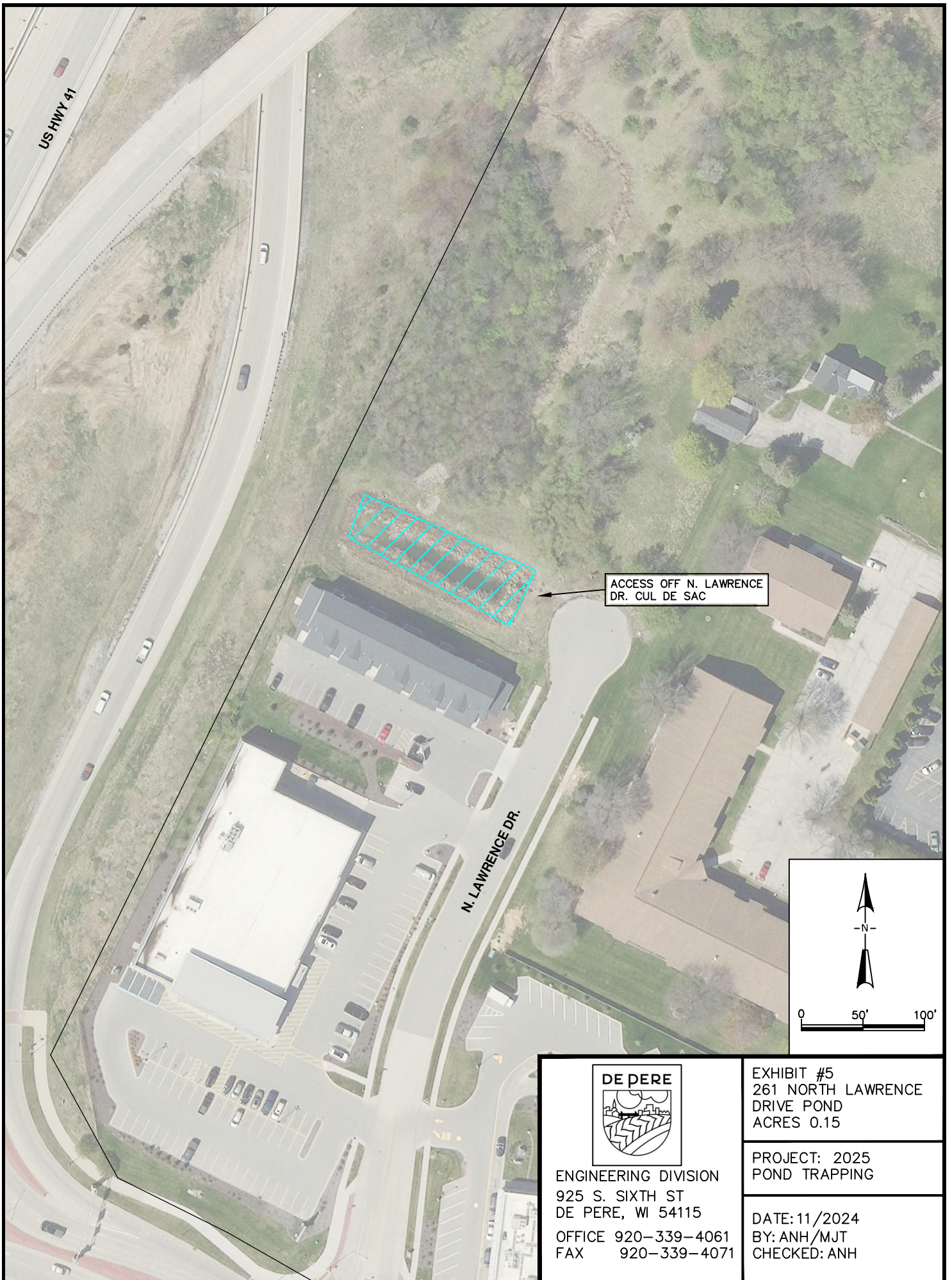


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #4
PERKOFSKI BOAT
LAUNCH POND
ACRES 0.53

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH



DE PERE



ENGINEERING DIVISION

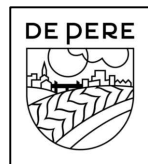
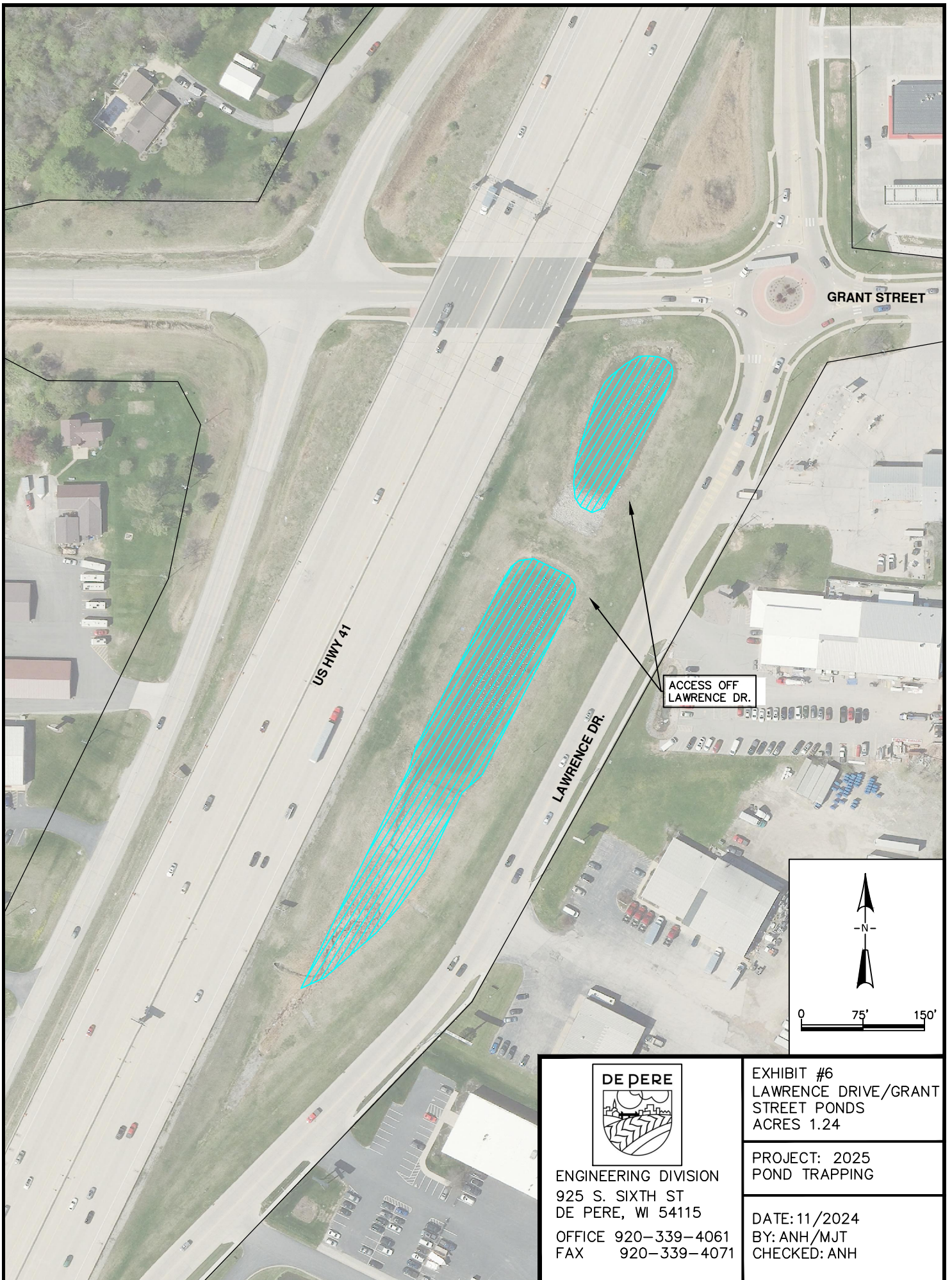
925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #5
261 NORTH LAWRENCE
DRIVE POND
ACRES 0.15

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH



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

EXHIBIT #6
LAWRENCE DRIVE/GRANT
STREET PONDS
ACRES 1.24

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH

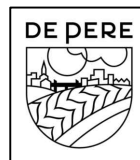
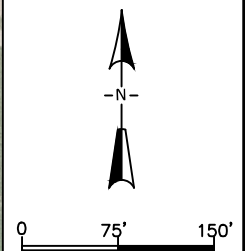
KILLARNY TR.

ACCESS OFF
KILLARNY TR.

TRAILSIDE LN.

CTH PP

ACCESS OFF
TRAILSIDE LN.

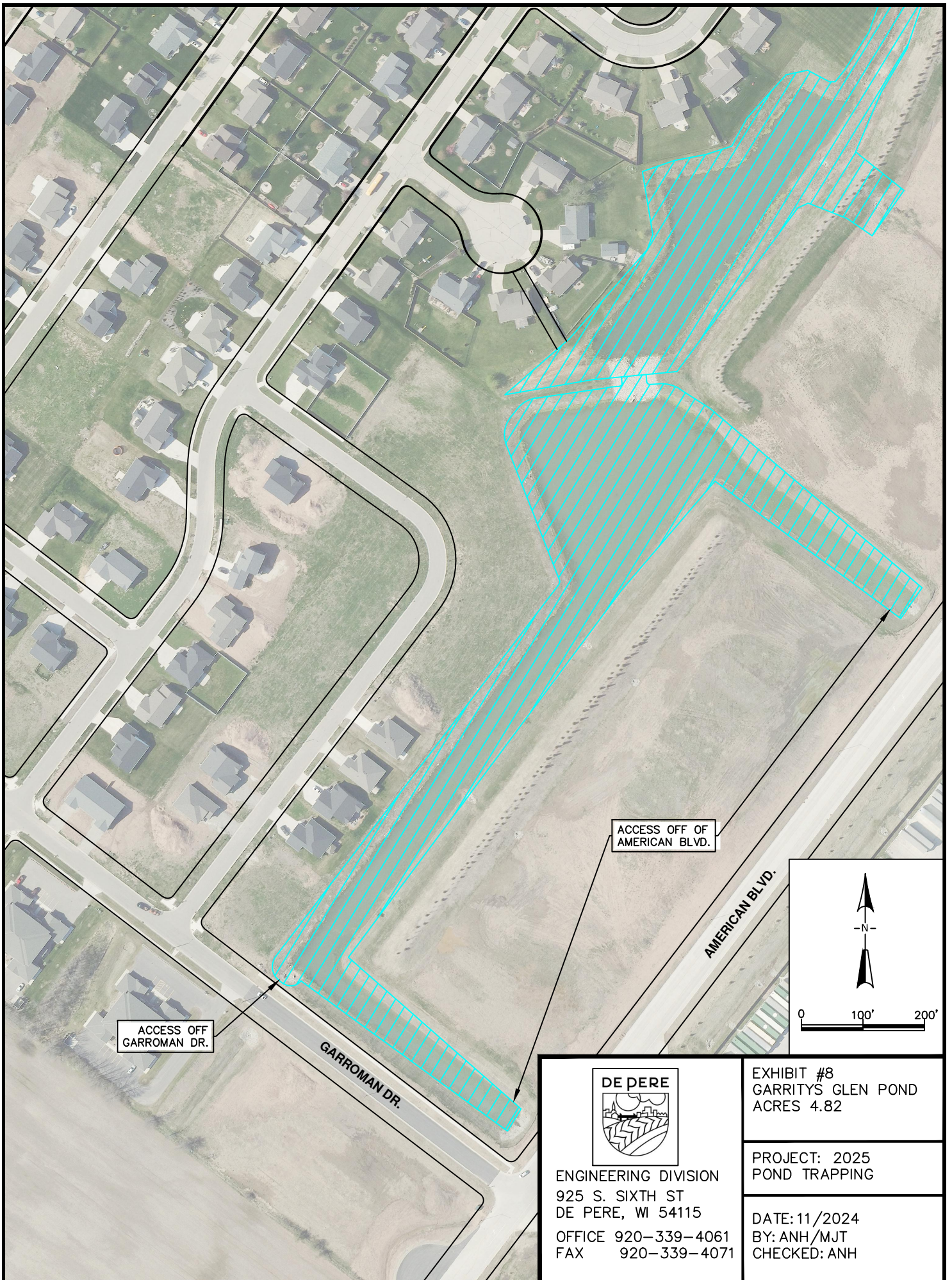


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #7
TRAILSIDE LANE POND
ACRES 1.14

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH



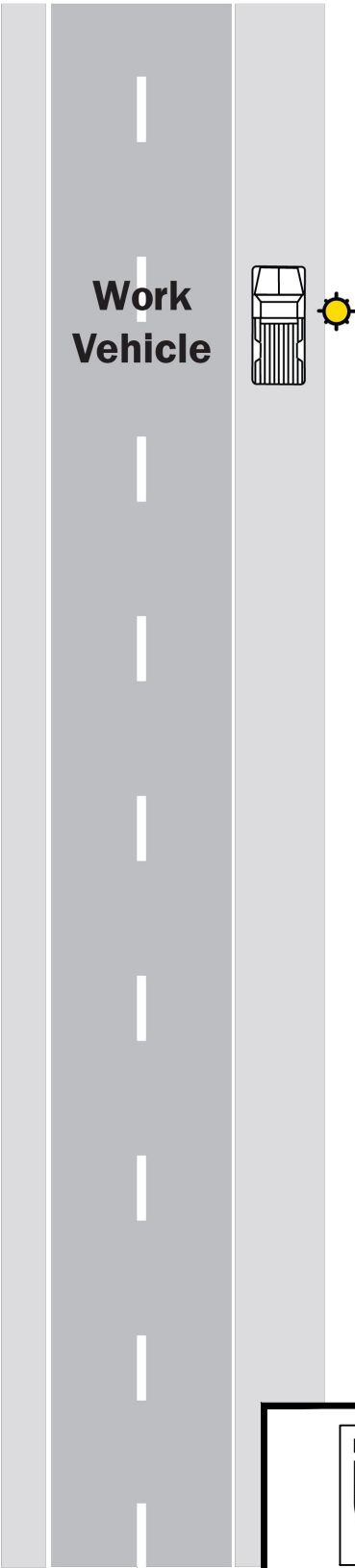
DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #8
GARRITYS GLEN POND
ACRES 4.82

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH

1. The Work Vehicle should be pulled over as far off the roadway as possible, and shall display and operate a 360-degree flashing beacon.



 ENGINEERING DIVISION 925 S. SIXTH ST DE PERE, WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	EXHIBIT #9 WORK VEHICLE PARKED ON SHOULDER
	PROJECT: 2025 POND TRAPPING
	DATE: 11/2025 BY: ANH CHECKED: CKK

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____ (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description) _____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) ____ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated ____ (date) ____ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

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

IX. COMPENSATION

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

X. RESPONSIBILITY OF CONSULTANT

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

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national

origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

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

XVIII. SUSPENSION OF WORK

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

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

XIX. TERMINATION OF WORK

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

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

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

XX. MEDIATION

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

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

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXI. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk



Request for Board of Public Works Action

MEETING DATE: February 10, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Consideration and possible action on Quotes for 2025-2027 Spur Line Maintenance Services*
RECOMMENDED ACTION: Accept the proposal from Railworks Track System for 2025-2027 Spur Line Maintenance Services

ATTACHMENTS:

2025 0210 CI_BOPW_Spur_Line_Maintenance, CE_RFP-2025-Spur-Line-Maintenance-Form, City of De Pere Spur Line - North Shore, City of De Pere Spur Line - Railworks

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2025

RE: **Consideration and possible action on Quotes for 2025-2027 Spur Line Maintenance Services***

The Engineering Department received proposals for spur line maintenance of the City's western industrial parks on January 30, 2025. These spur lines are operated by the Canadian National Railroad (CN). The contract will be for the 2025 thru 2027 calendar years. The rates will be adjusted annually based on the rate of inflation as measured by the Consumer Price Index (CPI). A summary of the rates is as follows:

City of De Pere			
Spur Line Maintenance Rate Summary			
February 6, 2025			
Item	Unit	Railworks	North Shore Track
Snow Removal Services			
Mobilization	Per event	\$350.00	\$375.00
Snow Removal $\geq$ 3.0 inches	Per switch	\$500.00	\$400.00
Snow Removal $<$ 3.0 inches	Per switch	\$300.00	\$550.00
Adjustments			
Mobilization	Per event	\$350.00	\$375.00
Gapped Switch	Per each	\$300.00	\$600.00
Weld Frog Point	Per turnout	\$650.00	\$1,300.00
Paint Derails School Bus Yellow include switch handles	Per Derail	\$25.00	\$10.00
Replacements			
Mobilization	Per event	\$850.00	\$600.00
Broken Rail	Per each	\$1,700.00	\$2,150.00
Bad Tie	Per each	\$200.00	\$275.00
Install Switch Hooks and Remove CN Locks (return to CN)	Per each	\$25.00	\$10.00
Head Block	Per each	\$2,150.00	\$900.00
Head Block Ties	Per each	\$1,000.00	\$1,800.00
Set of Comp bars	Per set	\$1,250.00	\$1,000.00
Additions/Improvements			
Mobilization	Per event	\$850.00	\$375.00
Point Protectors	Per turnout	\$2,500.00	\$2,500.00
Label Switch Numbers	Per switch	\$25.00	\$10.00
Provide and Install Switch Broom	Per switch	\$250.00	\$100.00
Spring & Fall Maintenance			
Clean, Adjust, and Graphite Switch	Per switch	\$400.00	\$600.00
Total		\$13,675.00	\$13,930.00

The staff recommendation is to accept the proposal from Railworks Track System.

Attachments:

CE_RFP-2025-Spur-Line_Maintenance-Form	(PDF)
City of De Pere Spur Line – Railworks	(PDF)
City of De Pere Spur Line – North Shore	(PDF)

Request for Proposals For Spur Line Maintenance

The City of De Pere would like to invite your firm to submit a proposal for 2025-2027 Spur Line Maintenance in the City's West Business Park.

Your proposal must be submitted to our office by January 30, 2025, at 2:00 PM.

GENERAL INFORMATION:

The City of De Pere has two spur tracks that provide service to the West Business Park, hereinafter referred to the north spur and the south spur. The purpose for this Request for Proposal (RFP) is to obtain services to provide maintenance and repair services for these spur lines.

The actual quantities of work will be based on the actual number of events that require snow removal, adjustments or replacements identified in CN inspections, and any additions, improvements or maintenance items requested by the City.

SCOPE OF SERVICES:

Spur line maintenance services include, but are not limited to:

1. Snow Removal
2. Adjusting Gapped Switches
3. Replacing Head Blocks
4. Repairing Frog Points
5. Repair of Broken Rail or Tie
6. Provide and Installing Switch Hooks
7. Cleaning, Adjusting, and Graphite of four (4) switches
8. Mobilization
9. Provide and Install Point Protectors
10. Point or Switch Replacement
11. Provide and Install Switch Numbers
12. Provide and Install Switch Brooms

SCHEDULING:

The City will request services throughout 2025, 2026 and 2027. Generally, the City will give 24 hours from e-mail notification to complete snow removal, address gapped switches, make frog point repairs, repair a broken rail or replace head blocks. All other work, other than a derailment or major rebuild, will be addressed in 5 calendar days from e-mail notification.

INSURANCE:

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

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

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry.

FEE:

The proposed 2025 fee schedule shall be submitted on the attached form. Defined work for each fee will provide a functionally complete project. If there are specific items which the contractor believes are not identified in any item, but are required to provide a functionally complete project, then the identified specific work item shall be included in the appropriate fee.

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

The prior years CPI (Consumer Price Index) will be used to determine rates for 2026 and 2027.

INFORMATION PROVIDED BY THE CITY:

The City will provide location maps and switch numbers to be used in all correspondence including billing.

The limit of snow removal for each switch is shown on the attached detail.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each spur.

Proposed Fee Schedule

Company Name: _____

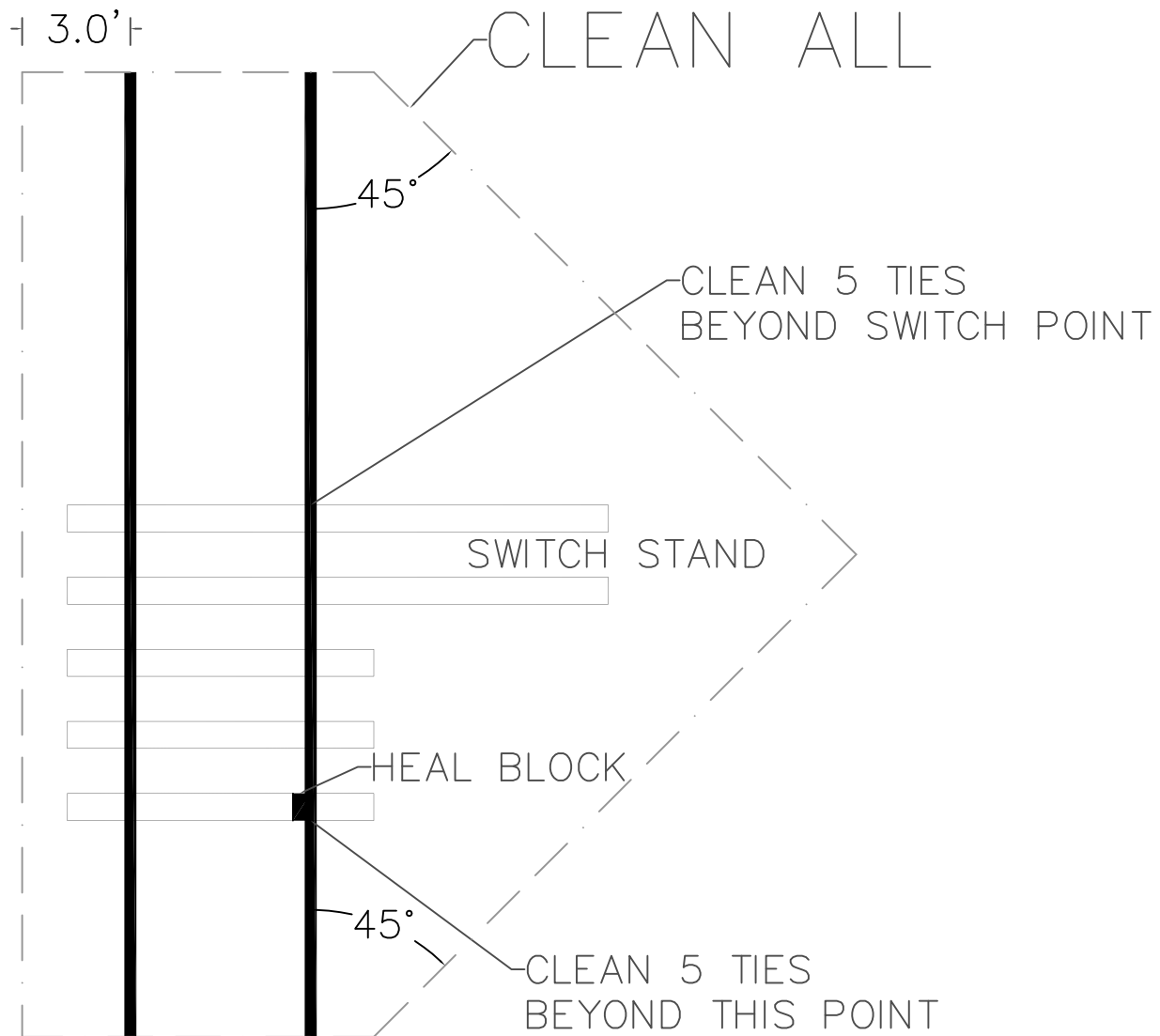
Company Address: _____

Company E-mail Address: _____

Company Representative: _____

Signature: _____

Item	Fee	Unit
Snow Removal Services		
Mobilization		Per event
Snow Removal >= 3.0 inches		Per switch
Snow Removal < 3.0 inches		Per switch
Adjustments		
Mobilization		Per event
Gapped Switch		Per each
Weld Frog Point		Per turnout
Paint Derails School Bus Yellow include switch handles		Per Derail
Replacements		
Mobilization		Per event
Broken Rail		Per each
Bad Tie		Per each
Install Switch Hooks and Remove CN Locks (return to CN)		Per each
Head Block		Per each
Head Block Ties		Per each
Set of Comp bars		Per set
Additions/Improvements		
Mobilization		Per event
Point Protectors		Per turnout
Label Switch Numbers		Per switch
Provide and Install Switch Broom		Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch		Per switch



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

FIGURE: 1

SPUR LINE SNOW
 REMOVAL DETAIL

PROJECT:

DATE: 10/20/14
 BY: KELLY D.
 CHECKED:

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____**

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those _____ services described in the City's Request for Proposals _____, dated _____, attached and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

(1) All Owned Autos

(2) All Hired Autos

- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that

they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **WORK SAFETY AND HEALTH.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration

Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

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

If to Contractor:

Name of Business
Attention:
Address:

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

Name of Contractor

By:

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

City Attorney

J:\Law\Agreements\Contractor Agreement Template1-5-23.docx



January 30, 2025
Mr. Chase Kuffel, P.E.
Assistant City Engineer

RE: 2025-2027 Spur Line Maintenance City of De Pere

Mr. Kuffel-

Please find attached North Shore Track's bid for the 25-27 Spur Line Maintenance. Holubar Construction has merged with North Shore Track Services and will continue to operate in the Greater Fox Valley area. We will be able to service the Industrial Parks with the same promptness and quality of service that the City of De Pere has been used to for the last 7 years.

We appreciate the opportunity to bid.

Sincerely,

Seth W. Holubar

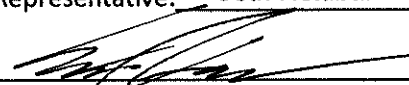
Proposed Fee Schedule

Company Name: North Shore Track Services, Inc.

Company Address: 710 S 59th Ave W, Duluth, MN 55807

Company E-mail Address: seth.holubar@northshoretrack.com

Company Representative: Seth Holubar

Signature:  1-30-2025

Item	Fee	Unit
Snow Removal Services		
Mobilization	\$ 375.00	Per event
Snow Removal >= 3.0 inches	\$ 400.00	Per switch
Snow Removal < 3.0 inches	\$ 550.00	Per switch
Adjustments		
Mobilization	\$ 375.00	Per event
Gapped Switch	\$ 600.00	Per each
Weld Frog Point	\$ 1,300.00	Per turnout
Paint Derails School Bus Yellow include switch handles	\$ 10.00	Per Derail
Replacements		
Mobilization	\$ 600.00	Per event
Broken Rail	\$ 2,150.00	Per each
Bad Tie	\$ 275.00	Per each
Install Switch Hooks and Remove CN Locks (return to CN)	\$ 10.00	Per each
Head Block	\$ 900.00	Per each
Head Block Ties	\$ 1,800.00	Per each
Set of Comp bars	\$ 1,000.00	Per set
Additions/Improvements		
Mobilization	\$ 375.00	Per event
Point Protectors	\$ 2,500.00	Per turnout
Label Switch Numbers	\$ 10.00	Per switch
Provide and Install Switch Broom	\$ 100.00	Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch	\$ 600.00	Per switch



January 30, 2025

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

Subject: City of DePere 2025-27 Spur Maintenance – West Business Park
Project Location: De Pere, WI
RailWorks Track Systems, LLC. Bid No. 505-25-423

Dear Mr. Kuffel,

See attached clarifications for the bid tab attached.

Snow removal service:

1. Under 3" Railworks to use backpack blowers and shovels to remove snow per the City of DePere specs.
 - a. Allocated for this is 3-man crew for one hour per switch.
2. Over 3" Railworks to use air compressor and shovels with a grapple truck for access.
 - a. Allocated for this is 5-man crew for one hour per switch.

Adjustments:

1. Welding frog has an allocated 4 hours per incident with a hi-rail vehicle for access.

Replacements:

1. Broken rail replacements are based on 9020 rail sections at a max of 39' per rail section.
2. Tie replacements are based on 6" ties in tangent track and 7" ties in curved track, pricing is based on installing a minimum of 25 ties.
3. Head block ties are based on 15' switch ties.
4. Heel blocks are based on 9020 bent and plane 4-hole setups.

Additions/Improvements:

1. Point protectors installed would be FM point protectors.
2. Label switch numbers would be sticker labels only. (Targets not included)
3. Switch brooms would be installed with switch broom holders pounded into the ground near the switch stand.

Clarifications:

- All additional work not in this scope of work shall be charged at TM rates.
- Any standby time due to trains or other traffic will be charged at TM rates.
- Scheduled work to be set with the City of DePere based on train switching schedules for all customers on the line.
- RailWorks standard liability insurance is included.
- Pricing contingent on mutually agreed construction schedule and exclusive track occupancy for the work.
- Payment terms are net 30.

Thank you again for the opportunity to quote your work, if you have any questions or concerns, please contact the undersigned.

Sincerely,

Edward Hausen - Project Manager

Proposed Fee Schedule

Company Name: Railworks Track Systems, LLC.

Company Address: 1871 Cofrin Dr. Green Bay, WI 54302

Company E-mail Address: EHAUSEN@RAILWORKS.COM

Company Representative: Edward Hausen

Signature: *Edward Hausen Jr*

Item	Fee	Unit
Snow Removal Services		
Mobilization	\$350	Per event
Snow Removal >= 3.0 inches	\$500	Per switch
Snow Removal < 3.0 inches	\$300	Per switch
Adjustments		
Mobilization	\$350	Per event
Gapped Switch	\$300	Per each
Weld Frog Point	\$650	Per turnout
Paint Derails School Bus Yellow include switch handles	\$25	Per Derail
Replacements		
Mobilization	\$850	Per event
Broken Rail	\$1,700	Per each
Bad Tie	\$200	Per each
Install Switch Hooks and Remove CN Locks (return to CN)	\$25	Per each
Head Block	\$2,150	Per each
Head Block Ties	\$1,000	Per each
Set of Comp bars	\$1,250	Per set
Additions/Improvements		
Mobilization	\$850	Per event
Point Protectors	\$2,500	Per turnout
Label Switch Numbers	\$25	Per switch
Provide and Install Switch Broom	\$250	Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch	\$400	Per switch

505-Track Systems Central

2025 Billing Rates

Labor Rate Schedule

Position	Standard	Overtime	Per Diem	Daily
Superintendent	\$83.00	\$124.50	Superintendent	\$185.00
Foreman	\$72.00	\$108.00	Foreman	\$168.00
Operator	\$57.00	\$85.50	Operator	\$162.00
Laborer	\$51.00	\$76.50	Laborer	\$141.00
Truck Driver	\$67.00	\$100.50	Truck Driver	\$168.00
Mechanic	\$77.00	\$115.50	Mechanic	\$168.00

RAILWORKS TRACK SYSTEMS-Nebraska

336 Shuster Ranch Road

Fremont, Nebraska 68025

Phone: 402-727-4125

Fax: 402-727-0417

Equipment	Hourly Rate	Equipment	Hourly Rate
Bobcat Skid Loader W/Forks, Bucket	\$47.00	Cribber/Adzer	\$115.00
420F Cat Backhoe Loader	\$58.00	Nordberg-Tie Spacer	\$45.00
920 Cat Loader W/Forks, Boom, Bucket	\$64.00	Nordco-Spike Puller	\$68.00
926 Cat Loader W/Forks, Boom, Bucket	\$64.00	Nordco CX Spiker	\$103.00
930 Cat Loader W/Forks, Boom, Bucket	\$64.00	TR-10/TRIPP Tie Insertter/remover	\$135.00
966 Cat Loader W/Forks, Bucket	\$84.00	925 Tie Remover/Insertter	\$70.00
2400 Jackson Squeeze Tamper	\$98.00	Tie Crane	\$97.50
6700 Jackson Production Tamper	\$172.00	Air Compressors W/ wrench & drivers	\$26.00
Kershaw Ballast Regulator Model 46	\$100.50	Bolt Machine	\$22.00
Pettibone Speedswing	\$89.00	Welder	\$22.00
Hand Tools	\$21.00	Rail Grinder	\$50.00/Day
Utility Trailer	\$19.00	Pickup Truck	\$23.00
Pickup Truck (HyRail)	\$48.50	Utility Flatbed W/Boxes	\$64.50
S.A. 1-Ton Truck	\$48.50	Ballast/Hyrail Dump Truck	\$89.00
HD Push Carts (6' X 12')	\$7.00	Mack Semi Truck W/Loading	\$109.00
HyRail Grapple Truck W/Magnet	\$125.00	Lowboy/Rail Deck	

- 4 hour minimum billing on all labor and equipment
- Materials, supplies, subcontractors, and rentals to be invoiced at cost plus 15%
- Equipment will be charged while on site (beyond 4 hours)
- Vehicles driven will be invoiced portal to portal.
- Saturday and Sunday work will be billed at overtime rates