



Common Council

Regular Meeting

Agenda

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

Wednesday, February 19, 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 **Common Council** of the City of De Pere will be held on **February 19, 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 Common Council, 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 <https://deperewi.portal.civicclerk.com/>.

I. Call to Order

1. Roll Call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the January 21, 2025 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Recommendation from the Finance/Personnel Committee to Contract with Outside Legal Counsel for Interim Legal Services.
6. Recommendation from Finance/Personnel Committee to Approve Request from Definitely De Pere for the 2025 Tour De Pere Special Event for Fee Waivers.

7. Recommendation from the Finance/Personnel Committee to Allow Over-Hire of One Firefighter for 2025.
8. Recommendation from Finance/Personnel Committee to Allow Over-Hire of One Police Officer for 2025.
9. Recommendation from Finance/Personnel Committee to Increase the City's Equipment Capitalization Threshold from \$5,000 to \$10,000.
10. Recommendation from Finance/Personnel Committee to Approve TID #6 Financial Statements and Fund Transfer.
11. Recommendation from the Board of Public Works on Award of Contract 25-06 Concrete Street Repairs in the Amount of \$458,490.50.
12. Recommendation from the Board of Public Works on Award of Contract 25-13 Crackfilling in the Amount of \$83,500.00.
13. Recommendation from the License Committee on an Application for Change of Agent for Walgreens, 150 S. Wisconsin St.
14. Ordinance #25-01 Amending Section 22-10 of the De Pere Municipal Code Regarding License for Certain Concrete Work.
15. Resolution #25-14 Authorizing Agreement for Consulting Services with Berners-Schober Associates, Inc. (City Hall 1st Floor Remodel).
16. Resolution #25-15 Authorizing Contractor Agreement with J & S Concrete Services (Project 25-19 Mudjacking).
17. Resolution #25-16 Authorizing Extension with Robert E. Lee & Associates (2025 Consulting Services).
18. Resolution #25-17 Authorizing Agreement Between City of De Pere and ECS Midwest (2025 Materials Testing and Soil Borings).
19. Resolution #25-18 Authorizing Agreement Between City of De Pere and Merjent (Phragmites Mitigation).
20. Resolution #25-19 Authorizing Agreement with EV Large Pest Control LLC (Storm Water Facilities Trapping Services).
21. Resolution #25-20 Authorizing Contractor Agreement with Railworks Track Systems LLC (Spur Line Maintenance Services).
22. Resolution #25-21 Approving Public Utility Easement (Parcel WD-D0035-1).
23. Resolution #25-22 Authorizing AIA Document B101-2017 between the City of De Pere and GRAEF-USA, Inc.
24. Resolution #25-23 Ratifying Contract with De Pere Professional Firefighters Association

IAFF Local #141.

25. Resolution #25-24 Approving EpicCare Link Site Level Agreement with Ascension Health - IS, Inc.
26. Resolution #25-25 Approving Grant Agreement Modification to Wisconsin Division of Public Health DPH Contract No. 62109-5.
27. Resolution #25-26 By the City of De Pere Electors Supporting a Constitutional Amendment.
28. Appointment to the Board of Park Commissioners by Mayor Boyd.

II. Future Agenda Items

III. 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
Jared Schmidt, Robert E Lee & Associates
Josh Vanvonderen, J&S Concrete Services
Ed Hausen, Railworks
Sommers Construction
Thunder Road
Levi Koski, Merjent
Ian Griffiths, Berners Schober
Mark King, ECS Midwest
EV Large Pest Control
Casey Fellerer, Walgreens



City of De Pere, Wisconsin

I.3

Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT:
FROM:
SUBJECT: Approval of the minutes of the January 21, 2025 Common Council meeting.
RECOMMENDED ACTION: Motion to approve the minutes.

ATTACHMENTS:
1-21-25 Common Council Draft Minutes



Common Council

Regular Meeting

Minutes

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

Tuesday, January 21, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

The meeting was called to order at 7:30 PM by Council President Shana Defnet Ledvina.

1. Roll Call

Present: Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

Excused: James Boyd

2. Pledge of Allegiance.

3. Approval of the minutes of the December 17, 2024 Common Council meeting.

RESULT:	APPROVED [8-0]
MOVER:	Dan Carpenter
SECONDER:	Pamela Gantz
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. Section 6-3(f) DPMC

None.

5. Recommendation from Plan Commission for a 4-lot Extraterritorial Certified Survey Map at 1201 Wrightstown RD in Rockland (Parcel R-279).

RESULT:	APPROVED [8-0]
MOVER:	Jonathon Hansen
SECONDER:	Pamela Gantz
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

6. Recommendation from the Board of Park Commissioners on Approval of Amerilux as Main Beer Garden Sponsor for 2025.

RESULT:	APPROVED [8-0]
MOVER:	Pamela Gantz
SECONDER:	Amy Kunderinger
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Devin Peroock, John Quigley

7. Recommendation from Board of Public Works on award of Contract 24-17 Community Center Relay to Alfson Excavating LLC in the amount of \$662,927.50.

RESULT:	APPROVED BY ROLL CALL VOTE [8-0]
MOVER:	Dan Carpenter
SECONDER:	Jonathon Hansen
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Devin Peroock, John Quigley

8. Recommendation from the Board of Public Works on Award of Contract for 9th Street Reservoir Overflow Modifications to Jossart Brothers, Inc. in the amount of \$68,500.00.

RESULT:	APPROVED BY ROLL CALL VOTE [8-0]
MOVER:	Dan Carpenter
SECONDER:	John Quigley
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Devin Peroock, John Quigley

9. Recommendation from Board of Public Works on GV-15 Retaining Wall Design Concepts.

Aldersperson Hansen moved, seconded by Aldersperson Gantz to approve the board's recommendations on the retaining wall and railing options for this project. Public Works Director Scott Thoresen reviewed the options provided by Brown County and answered questions about structural differences. He reported that the county and the city will split the cost, and that the county board is waiting for the City's recommendation before making final selections. Aldersperson Hansen moved, seconded by Aldersperson Gantz to amend the original motion to ask the county to provide a third metal railing option at a price point between the first two. Upon vote, motion carried unanimously. Aldersperson Quigley moved, seconded by Aldersperson Ledvina to amend the motion to request information from the county on the feasibility of a smooth concrete option for a portion of the retaining wall (with the intent to potentially place murals in that location). Upon vote, the second motion to amend also carried unanimously.

RESULT:	APPROVED AS AMENDED BY ROLL CALL VOTE [8-0]
MOVER:	Jonathon Hansen
SECONDER:	Pamela Gantz
EXCUSED:	James Boyd

AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley
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10. Recommendation from Board of Public Works on GV-16 Bridge Design Concepts.

Public Works Director Scott Thoresen reviewed the options provided by Brown County for three separate items: 1) bridge piers, 2) bridge parapet, and 3) parapet railings. The Board of Public Works voted to recommend the following: 1) the enhanced rectangular column pier option; 2) the vertical parapet option with cut stone surface texture and multi-color staining; and 3) the Type C3 combination railing option. Thoresen confirmed that there are no structural benefits to one pier column shape over another. He reported that the board also recommended approval of the proposed pedestrian bumpouts on the bridge, and was not interested in the installation of pylons similar to those on the Claude Allouez bridge. Alderperson Hansen moved, seconded by Alderperson Kunding to approve the recommendations of the Board of Public Works. Discussion followed on the possibility of matching the railing style on the retaining wall (from agenda item #9) with the railings on the bridge parapet. Council members also discussed the county's offer to add the southbridge connector logo to the railings.

RESULT:	APPROVED BY ROLL CALL VOTE [8-0]
MOVER:	Jonathon Hansen
SECONDER:	Amy Kunding
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

11. Recommendation from Board of Public Works on Approval of Neighborhood Watch Sign Policy.

RESULT:	APPROVED [8-0]
MOVER:	Devin Perock
SECONDER:	Jonathon Hansen
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

12. Resolution #25-01 Authorizing Second Amendment to Agreement for Consulting Services with Short-Elliott-Hendrickson, Incorporated (MSC Expansion for Design and Construction Engineering Services).

RESULT:	ADOPTED BY ROLL CALL VOTE [8-0]
MOVER:	Dan Carpenter
SECONDER:	Pamela Gantz
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

13. Resolution #25-02 Approving Contracts with Wisconsin Public Service Corporation for Outdoor Lighting Service (Decorative Lighting in the Downtown Areas).

RESULT: ADOPTED BY ROLL CALL VOTE [8-0]
MOVER: Jonathon Hansen
SECONDER: Pamela Gantz
EXCUSED: James Boyd
AYES: Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

14. Resolution #25-03 Authorizing Participation in Cost-Share Grant with Brown County for U.S. Department of Transportation Safe Streets and Roads for All Program.

RESULT: ADOPTED BY ROLL CALL VOTE [8-0]
MOVER: Dan Carpenter
SECONDER: Pamela Gantz
EXCUSED: James Boyd
AYES: Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

15. Resolution #25-04 Approving State/Municipal Financial Agreement with WisDOT for I-41-Southbridge Road Interchange.

RESULT: ADOPTED BY ROLL CALL VOTE [8-0]
MOVER: John Quigley
SECONDER: Pamela Gantz
EXCUSED: James Boyd
AYES: Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

16. Resolution #25-05 Approving Revision #1 to State/Municipal Financial Agreement (STH 32 from Cook Street to Merrill Street).

RESULT: ADOPTED BY ROLL CALL VOTE [8-0]
MOVER: Jonathon Hansen
SECONDER: Pamela Gantz
EXCUSED: James Boyd
AYES: Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

17. Resolution #25-06 Approving Grant Agreement for WI DPH LPHD Consolidated Contract #65397.

RESULT: ADOPTED [8-0]
MOVER: Pamela Gantz
SECONDER: Devin Perock
EXCUSED: James Boyd

AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Devin Perock, John Quigley
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18. Resolution #25-07 Approving Memorandum of Agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection.

RESULT:	ADOPTED [8-0]
MOVER:	Shana Ledvina
SECONDER:	Devin Perock
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Devin Perock, John Quigley

19. Resolution #25-08 Regarding De Pere Parks, Recreation & Forestry Park and Facilities Rentals, Recreation Programs, Aquatics and Community Center 2025 Fees.

Alderperson Hansen reported that a proposal has been submitted where the City would cover the first \$100 of any terrace way trees purchased; if approved, the program would not begin until the 2026 budget year.

RESULT:	ADOPTED BY ROLL CALL VOTE [8-0]
MOVER:	Amy Kunderinger
SECONDER:	Pamela Gantz
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Devin Perock, John Quigley

20. Resolution #25-09 Resolution Authorizing Representatives to Declare Official Intent for Reimbursement for Federal Tax Law Purposes.

RESULT:	ADOPTED BY ROLL CALL VOTE [8-0]
MOVER:	Dan Carpenter
SECONDER:	Devin Perock
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Devin Perock, John Quigley

21. Resolution #25-10 Approving Utility Easement for underground electrical services to Wisconsin Public Service (Parcel ED-275; 335 South Broadway Street).

RESULT:	ADOPTED [8-0]
MOVER:	Devin Perock
SECONDER:	Dan Carpenter
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Devin Perock, John Quigley

22. Resolution #25-11 Authorizing Purchase of Placer Labs Inc. Online Venue Analytics Platform.

RESULT:	ADOPTED BY ROLL CALL VOTE [8-0]
MOVER:	Dan Carpenter
SECONDER:	Devin Perock
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

23. Resolution #25-12 Authorizing Agreement for Consulting Services with Miron Construction Co., Inc. for a Public Parking Garage.

City Manager Larry Delo confirmed that Miron Construction could also potentially be the general contractor for this project. He also confirmed that the eventual parking structure design plan will be submitted to Council for approval.

RESULT:	ADOPTED BY ROLL CALL VOTE [8-0]
MOVER:	Devin Perock
SECONDER:	Pamela Gantz
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

24. Resolution #25-13 Creating Senior Mechanic Position and Assigning Position to City's Table of Organization and Compensation Plan.

RESULT:	ADOPTED BY ROLL CALL VOTE [8-0]
MOVER:	Amy Kunding
SECONDER:	Shana Ledvina
EXCUSED:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley

II. Future Agenda Items

Aldersperson Hansen requested research into a possible financial incentive program for downtown projects to use more masonry and stone on building exteriors. He also asked if the Plan Commission should have more oversight on site plans that involve Tax Increment District assistance. City Manager Larry Delo indicated that both of these requests will go to a future Plan Commission meeting for consideration.

III. Adjournment

Aldersperson Carpenter moved, seconded by Aldersperson Quigley to adjourn the meeting at 8:38 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

L5

Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: City Attorney
FROM: Angela Zills, Paralegal
SUBJECT: Recommendation from the Finance/Personnel Committee to Contract with Outside Legal Counsel for Interim Legal Services.
RECOMMENDED ACTION: Motion to approve contracting with outside legal counsel for interim services.

The Finance/Personnel Committee voted unanimously, at its meeting on 2/11/2025, to approve contracting with outside legal counsel for interim legal services, on an as-needed basis, with any unbudgeted overage coming from Unassigned Reserves.

ATTACHMENTS:

Mayor & CC - Request for Outside Attorney Services

CITY OF DE PERE MEMO



To: Mayor James Boyd
Common Council Members
Lawrence Delo, City Manager
From: Eric Erdman, Assistant City Attorney
Date: February 11, 2025
RE: Request to Hire Outside Legal Counsel for Interim Services

In order to assist with the law department's transition and continue meeting the legal needs of the organization, staff has identified a list of outside legal counsel options to assist our department on an interim basis. Staff also identified certain time-intensive projects that were likely to materialize in the next 3-4 months. Without knowing exactly which of those issues will ultimately materialize and necessitate additional time and expertise from outside counsel over the coming months, staff contacted several firms and received hourly estimates from those firms.

After reviewing and averaging the different rates and projecting a possible amount of outside counsel hours worked in the short term, we are requesting to utilize and contract with one or more of the following firms on an as-needed project basis for interim services. The average rate among the following firms is \$317.50 for an estimated total combined project amount of 80 hours, so a preliminary estimate of the interim service cost over the next 3-4 months is projected at \$25,400.00. Funding for these services will come from wages identified in the City Attorney budget and the rest, if necessary, from unassigned reserves.

von Briesen & Roper \$365 hour

Stafford Rosenbaum \$320 hour

Murphy Desmond \$310 per hour

VanderWaal Law \$275 per hour

I will be at the meeting on February 11, 2025, to answer any questions on this item. If you have questions before then, please let me know.

ERE



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Development Services
FROM: Daniel Lindstrom, Development Services Director
SUBJECT: Recommendation from Finance/Personnel Committee to Approve Request from Definitely De Pere for the 2025 Tour De Pere Special Event for Fee Waivers.
RECOMMENDED ACTION: Approve Special Event fee waivers for 2025 Tour De Pere as requested by Definitely De Pere.

At it's meeting on February 11, the Finance/Personnel Committee voted unanimously to recommend that the Common Council approve the special event fee waiver for the Tour De Pere 2025 event.

ATTACHMENTS:
Fee Waiver Request TDP 2025



February 6, 2025

RE: Request to waive Police and DPW fees for downtown events

Dear Finance Committee:

In 2023 Definitely De Pere partnered with the City of De Pere to become a host community of the largest competitive road cycling series in the U.S., an event that is recognized internationally.

This year we have been presented with the opportunity to host a two day event on Sunday, June 22 and Monday, June 23. Tour De Pere draws approximately 500 professional and amateur racers from more than 40 states and 15 countries. Race and event activities will take place on the east side of downtown Sunday and the west side of downtown Monday.

Tour De Pere is more than a bike race, it is a signature community festival that attracts thousands of attendees from throughout the greater community and region representing all demographics. The family friendly event features live music, food offered by local restaurants and food trucks, a marketplace, a kids' race, a local fat tire race, and other fun interactive activities for all ages.

On behalf of Definitely De Pere, a non-profit, 501(c)(3) charitable organization, I am respectfully requesting that the following fees for Police and DPW services at Tour De Pere be waived.

- In 2024 for a one day event, the total Police services cost was \$1,881 (with the 50% exempt discount). We expect this to double equaling \$3,762.
- DPW services include road closures and detours required for the event. Cost is estimated at \$3,000 (with the 50% exempt discount) for the 2 day event.
- We are requesting a total of \$6,762 in City services to be waived.

In exchange, Definitely De Pere will provide the City of De Pere with prominent in-kind sponsorship recognition.

The economic impact of Tour De Pere includes both direct and indirect effects with spending by attendees and participants at the event and businesses surrounding the community. With a two day event, we estimate 100 hotel room nights alone. We will collect and analyze data to determine economic impact and present the results.

Thank you for your consideration and for helping us create vibrancy in downtown De Pere!

Sincerely,

A handwritten signature in dark ink, appearing to read "Tina Quigley", with a stylized flourish at the end.

Tina Quigley, Executive Director



City of De Pere, Wisconsin

I.7

Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Fire
FROM: Al Matzke, Fire Chief
SUBJECT: Recommendation from the Finance/Personnel Committee to Allow Over-Hire of One Firefighter for 2025.
RECOMMENDED ACTION: Motion to approve the over-hire of one firefighter for 2025.

The Finance-Personnel committee voted unanimously to recommend approval of this request at its February 11, 2025 meeting.

ATTACHMENTS:
Request to overhire 2.17.25

Memo



To: Honorable Mayor Boyd & Members of the Common Council

From: Alan Matzke, Fire Chief

Date: February 11, 2025

Re: Consideration of Request to Over Hire One Firefighter Position

On behalf of De Pere Fire Recuse, I respectfully request your consideration to allow me to hire one employee starting approximately July 1st, at a cost of \$30,017 for the 2025 budget.

Each year, our department has experienced members being off work due to injury or approved leave under the Fair Labor Standards Act to care for a family member or the birth of a child, for example. When this leave occurs during the summer season, we often fall below operational levels, and this creates an operational hardship for the organization. This is reflected in the monthly overtime report as staffing replacement. In the past four years, this category has increased almost 100% with a four-year annual average of 2,845 hours, which is equivalent to one full-time employee. This trend will continue.

Over the past four years, we have experienced an average employee turnover at the rate of three per year. We are currently four positions down and anticipate three4 more coming by summer. Based on the average age of our staff, which is 43, I believe this trend will continue for the next several years with one third of our organization over the age of 50.

In anticipation of these vacancies, it would be operationally advantageous to have the replacement in place prior to the summer season. The summer season for us means the membership will utilize most of their vacation time. In accordance with the Collective Bargaining Agreement, the organization must allow up to two members off on vacation at one time, and when we have a member off on medical leave, there will be many occasions when we will backfill the shifts at overtime rates.

The overtime cost is a factor, but it is not the primary one. The work group has changed over the past several years and they no longer seek overtime opportunity like they had in the past. The current attitude is to reject overtime opportunity and the work group has reversed its position from trying to create overtime opportunities for senior members to forcing the overtime to the junior members.

Age
58.43
58.05
54.80
52.38
52.44
52.42
51.42
49.77
49.51
49.16
46.72
46.34
44.93
44.67
43.27
43.74
40.66
40.56
39.98
36.04
35.82
35.43
35.18
34.90
34.57
33.77
33.59
32.46
26.59
21.14

I would ask you to consider allowing me to over hire one employee starting approximately July 1st, which would considerably reduce the burden on the junior members to be forced in to fill vacancies during the summer vacation season, due to the impending FMLA leave occurrences. This will help us retain our high-quality experienced work force.

Because we are currently going through the work of hiring and onboarding one employee, the economies of scale apply if we could over hire one. The additional staff member will save approximately 900 hours of overtime, which equates to approximately \$23,898.

We will also recognize savings in the overall salary budget because we are beginning the year with three positions down and one leaving early in March. The city will recognize saving 17 months of salary and benefits that would have been paid at a senior rate of pay for the duration of the vacancies. The salary and benefits equal \$9,482 per month for 17 months which equals \$161,194 in savings for the first six months of the year.

Below is a quick cost breakdown from July through December 2025:

-Proposal gross cost	\$53,915
-Overtime savings	(\$23,898)
-Proposal net cost 2025	\$30,017

There are no articles in the collective bargaining agreement that specify the number of firefighters in the organization or the number of firefighters on duty at any time. All of these decisions fall under management rights, so no negotiation with the union is required for this proposal.

Thank you for your consideration of this proposal.

If you have any questions, please do not hesitate to ask.



City of De Pere, Wisconsin

I.8

Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Police
FROM:
SUBJECT: Recommendation from Finance/Personnel Committee to Allow Over-Hire of One Police Officer for 2025.
RECOMMENDED ACTION: Please see the attached memo.

The Finance-Personnel Committee voted unanimously to recommend approval of this request at its February 11, 2025 meeting.

ATTACHMENTS:
2025 Over-Hire Approval Request



The Mission of the De Pere Police Department is to provide an integrated team approach to pro-active patrol, crime prevention, and criminal investigation utilizing city and community resources to improve the safety and quality of life in De Pere.

January 27, 2025

TO: Members of City Council, City Manager Delo, and Mayor James Boyd

FROM: Chief Jeremy A. Muraski

RE: Over-hire Approval Requests

As I believe you are aware, the Council approved the funding to allow for a one-time over-hire during the last 2 budget cycles. I am once again asking for approval to make an over-hire in 2025. Each time we have attempted to make an over-hire, we have had a vacancy occur very quickly. We have not operated above our designation staffing level, despite our attempts to make over-hires in a timely manner. In 2024, this was due to a lack of well-qualified candidates. Our department is currently in a hiring process to fill two vacancies. Because running a hiring process can be very time-consuming, and because of the ultra-competitive recruiting market we find ourselves in, I am requesting your approval to over-hire allowing us to hire a third officer from this hiring process in 2025. The third officer would be hired later in the year, thereby using less salary funds in 2025. We have one immediate vacancy, one vacancy expected with a pending retirement in April, and are anticipating at least one additional vacancy in the next 6-12 months. In the unlikely event we would not have a vacancy during all of 2026, the over-hire position would cost approximately \$114,000 if we were one over our designated allotment for the entire year.

Years of Service	Age
25	55
21	51
24	51
16	51
5	50
23	49
24	49
25	49
24	47
16	47
23	46
16	44
1	43
17	43
5	41
16	40
5	39
15	37
15	37
3	36
8	36
7	36
5	35
9	35
6	33
4	33
4	32
8	31
2	31
1	30
7	28
2	26
3	24
0	21

We are approaching a time when our department will again experience a high rate of turnover due to anticipated retirements. The graph to the right shows we have 10 employees who are approaching or past the minimum retirement age, and most, if not all, are likely to retire in the next 3-5 years. Because it takes approximately 9 months from the start of a recruitment process to graduating from field training, I am also making a separate request for your ongoing approval to utilize the over-hire process once each year without the necessity of seeking individual approvals each time, using our best judgment in anticipating vacancies ahead of time in an effort to avoid staffing gaps during the 9 month recruitment and training period. Ideally, we would have a replacement officer certified for solo patrol about the time a retiring officer has worked their final shift.

Thank you for your time and consideration.

Sincerely,


Jeremy A. Muraski, Chief of Police

Jeremy A. Muraski | Chief of Police

(920) 339-4078 ♦ jmuraski@deperewi.gov ♦ www.deperewi.gov ♦ @DePerePD ♦ 325 S. Broadway, De Pere, WI 54115





City of De Pere, Wisconsin

I.9

Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Finance
FROM: Pamela Manley, Finance Director-Treasurer
SUBJECT: Recommendation from Finance/Personnel Committee to Increase the City's Equipment Capitalization Threshold from \$5,000 to \$10,000.
RECOMMENDED ACTION: Motion to recommend that Common Council approve the increase of the City's equipment capitalization threshold from \$5,000 to \$10,000.

The Finance-Personnel Committee voted unanimously to approve this item at its February 11, 2025 meeting.

ATTACHMENTS:
Capitalization Threshold Increase Memo

CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Finance Committee
Larry Delo, City Manager
From: Pam Manley, Finance Director
Date: February 11, 2025

RE: Capitalization Threshold Increase

During our interim audit in January our auditors inquired if our capitalization threshold had changed. A capitalization threshold is the amount that determines if an asset should be expensed or capitalized. Historically the City's capitalization threshold has been \$5,000. That means that any asset over \$5,000 is tracked by the City and included on our financial statements. This amount has been the same for many years. To adjust for inflation and reduce the administrative burden for smaller capital asset purchases, I would recommend an increase in the City's equipment capitalization threshold from \$5,000 to \$10,000 retroactively beginning 1/1/24. The Federal Government has also recently increased their equipment threshold from \$5,000 to \$10,000.

Please feel free to contact me prior to the meeting with any questions.



City of De Pere, Wisconsin

I.10

Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Finance
FROM: Pamela Manley, Finance Director-Treasurer
SUBJECT: Recommendation from Finance/Personnel Committee to Approve TID #6 Financial Statements and Fund Transfer.
RECOMMENDED ACTION: Motion to recommend that the Common Council take action on the TID #6 Financial Statements and Fund Transfer

The Finance-Personnel Committee voted unanimously to recommend approval of this item at its February 11, 2025 meeting.

ATTACHMENTS:

TID #6 Closure Memo, Signed Final Report and Financial Statements TID 6 City of De Pere

CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Finance Committee
Larry Delo, City Manager
From: Pam Manley, Finance Director
Date: February 11, 2025

RE: TID #6 Closure

TID #6 closed in 2021 with the tax increment from 2022 going to the affordable housing fund. At the end of 2023 an estimate of the surplus from TID #6 was made, and the estimated City's portion was transferred back to the debt service fund. In 2024 a final audit was completed on the TID with the following calculated refunds to overlying taxing districts:

	Percentage of Tax Base	Total Refund
Brown County	24.887%	\$ 1,532,511
West De Pere School District	29.549%	1,819,562
Northeast Wisconsin Technical College	4.898%	301,568
City of De Pere	40.666%	2,504,128
Grand Total	100.000%	\$ 6,157,769

The other taxing jurisdictions were paid their portion in December. The final calculation leaves the City with \$546,647 remaining in the TID. I would recommend using the balance from this closure for the following items:

- With the transfer at the end of 2023 the debt service fund had a balance of \$1,985,595.94. This balance included \$622,174 for outstanding long-term obligations related to TID #6. I would recommend keeping the initial transfer to the debt service fund there to be used to reduce future debt service costs and keep a positive fund balance.
- In discussions with the Director of Development Services, TID #16 (123 North Broadway) should be closed. There are several years of administrative costs that have been charged to this TID. The current balance in this fund is -\$54,722.23. I would propose transferring some of the funds from the debt service fund to TID #16 to clear the negative fund balance.
- Transfer the remaining \$546,647 to Fund 415 to offset 2025 or future capital project costs in lieu of borrowing.

Please feel free to contact me prior to the meeting with any questions.

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION
FROM DATE OF CREATION THROUGH AUGUST 17, 2021**



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**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
TABLE OF CONTENTS
FROM DATE OF CREATION THROUGH AUGUST 17, 2021**

INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS	
BALANCE SHEET	5
HISTORICAL SUMMARY OF PROJECT COSTS, PROJECT REVENUES, AND NET COST TO BE RECOVERED THROUGH TAX INCREMENTS	6
HISTORICAL SUMMARY OF SOURCES, USES, AND STATUS OF FUNDS	7
NOTES TO FINANCIAL STATEMENTS	8
SUPPLEMENTARY INFORMATION	
SCHEDULE OF FINANCIAL TRANSACTIONS	15
ADDITIONAL INDEPENDENT AUDITORS' REPORT FOR FINANCIAL STATEMENTS	
INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS OF TAX INCREMENTAL FINANCING DISTRICT LAWS AND REGULATIONS	21



INDEPENDENT AUDITORS' REPORT

City Board
City of De Pere, Wisconsin
De Pere, Wisconsin

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the City of De Pere Tax Incremental District Number 6 (the District), which comprise the balance sheet as of August 17, 2021, and the related historical summary of project costs, project revenues and net cost to be recovered through tax increments and historical summary of sources, uses, and status of funds from the date the District was created through August 17, 2021, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and the net project costs to be recovered through tax increments as of August 17, 2021 and the sources, uses, and status of funds from the date the District was created through August 17, 2021 in accordance with the financial reporting provisions of the Wisconsin Department of Revenue as described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matters

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared by the District, in accordance with the financial reporting provisions of the Wisconsin Department of Revenue, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of the Wisconsin Department of Revenue. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified with respect to this matter.

As discussed in Note 1, the financial statements present only the District and do not purport to, and do not present fairly the financial position of the City of De Pere, Wisconsin as of August 17, 2021, or the changes in its financial position from the date of creation through August 17, 2021, in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of the Wisconsin Department of Revenue, as described in Note 1. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

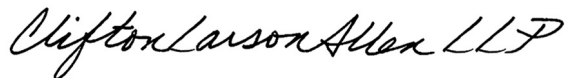
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of financial transactions is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Restriction on Use

This report is intended solely for the information and use of the City of De Pere, overlapping tax districts, and the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

Report on Other Legal and Regulatory Requirements

In accordance with tax incremental district laws and regulations, we have also issued our report dated October 22, 2024 on our test of compliance with Wisconsin State Statutes 66.1105 and the project plan. The purpose of that report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. That report is an integral part of an audit performed in accordance with tax incremental district laws and regulations in considering the District's compliance.



CliftonLarsonAllen LLP

Green Bay, Wisconsin
October 22, 2024

FINANCIAL STATEMENTS

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
BALANCE SHEET
AUGUST 17, 2021**

ASSETS

Cash and Investments	\$ 9,287,767
Receivables:	
Taxes	1,968,527
Accounts	120,568
Due From Other Governments	<u>32,563</u>
Total Assets	<u><u>\$ 11,409,425</u></u>

**LIABILITIES, DEFERRED INFLOWS OF
RESOURCES, AND FUND BALANCE**

LIABILITIES

Accounts Payable	\$ 10,720
Accrued Interest Payable	88,849
Due to Other Funds	<u>2,008,949</u>
Total Liabilities	2,108,518

DEFERRED INFLOWS OF RESOURCES

Property Taxes Levied for Subsequent Year	1,968,527
Due From Other Governments	<u>32,563</u>
Total Deferred Inflows of Resources	2,001,090

FUND BALANCE

Restricted	<u>7,299,817</u>
Total Fund Balance	<u><u>7,299,817</u></u>

Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u><u>\$ 11,409,425</u></u>
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See accompanying Notes to Financial Statements.

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
HISTORICAL SUMMARY OF PROJECT COSTS, PROJECT REVENUES, AND
NET COST TO BE RECOVERED THROUGH TAX INCREMENTS
FROM DATE OF CREATION THROUGH AUGUST 17, 2021**

	From Date of Creation Through August 17, 2021
PROJECT COSTS	
Capital Outlay	\$ 16,762,815
Administration	1,495,579
Developer Incentive Payments	1,800,000
Transfer to Tax Incremental District #5	2,766,431
Interest and Fiscal Charges	4,918,789
Debt Issuance Costs and Agency Fees	162,532
Total Project Costs	<u>27,906,146</u>
PROJECT REVENUES	
Tax Increments	27,916,487
Intergovernmental	599,295
Developer Contribution	283,559
Sale of Property	3,001,941
Transfer from Tax Incremental District #5	2,000,000
Miscellaneous	230,070
Total Project Revenues	<u>34,031,352</u>
NET COSTS (RECOVERED) RECOVERABLE THROUGH TAX INCREMENTS - AUGUST 17, 2021	<u><u>\$ (6,125,206)</u></u>
RECONCILIATION OF FINAL PROJECT COSTS IN EXCESS OF PROJECT REVENUES	
As described in Note 5, the above net costs (recovered) recoverable, any deferred inflow of resources for property taxes levied for the subsequent year, the intergovernmental revenue for state aids and miscellaneous revenue to be recognized in 2022, less debt service and the transfers to Tax Incremental District #5, the Affordable Housing Fund, and the Water Utility, represent the amount to be refunded to the overlying taxing districts.	
Final Year of Tax Increment - Property Taxes Levied for Subsequent Year	\$ (1,968,527)
Final Year of Intergovernmental Revenues for Exempt Computer and Personal Property Aids	(32,563)
Transfer to Other Funds	1,968,527
Refund to Overlying Districts	<u>6,157,769</u>
FINAL PROJECT COSTS IN EXCESS OF PROJECT REVENUES	<u><u>\$ -</u></u>

See accompanying Notes to Financial Statements.

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
HISTORICAL SUMMARY OF SOURCES, USES, AND STATUS OF FUNDS
FROM DATE OF CREATION THROUGH AUGUST 17, 2021**

	From Date of Creation Through August 17, 2021
SOURCES OF FUNDS	
Tax Increments	\$ 27,916,487
Intergovernmental	599,295
Developer Contribution	283,559
Sale of Property	3,001,941
Proceeds from Long-term Debt	15,000,103
Transfer from Tax Incremental District #5	2,000,000
Miscellaneous Revenues	230,070
Total Sources of Funds	<u>49,031,455</u>
USES OF FUNDS	
Capital Outlay	16,762,815
Administration	1,495,579
Developer Incentive Payments	1,800,000
Transfer to Tax Incremental District #5	2,766,431
Principal on Long-Term Debt	13,825,492
Interest and Fiscal Charges	4,918,789
Debt Issuance Costs and Agency Fees	162,532
Total Uses of Funds	<u>41,731,638</u>
NET CHANGE IN FUND BALANCE	7,299,817
Fund Balance - Beginning of Period	<u>-</u>
FUND BALANCE - END OF PERIOD	<u><u>\$ 7,299,817</u></u>
RECONCILIATION OF FINAL REFUND DUE TO OVERLYING DISTRICTS	
As described in Note 5, the above fund balance at the end of the period, any deferred inflow of resources for property taxes levied for the subsequent year, and intergovernmental revenue for state aids and miscellaneous revenue to be recognized in 2022, less debt services and transfers to other funds, represent the final refund to the overlying taxing districts.	
Final Year of Tax Increment - Property Taxes Levied for Subsequent Year	\$ 1,968,527
Final Year of Intergovernmental Revenues for Exempt Computer and Personal Property Aids	32,563
Principal and Interest Payments	(1,174,611)
Transfer to Other Funds	<u>(1,968,527)</u>
FINAL REFUND DUE TO OVERLYING TAX DISTRICTS	<u><u>\$ 6,157,769</u></u>

See accompanying Notes to Financial Statements.

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
NOTES TO FINANCIAL STATEMENTS
AUGUST 17, 2021**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the City of De Pere Tax Incremental District Number 6 (the District) conform to accounting principles as applicable to governmental units and as defined by Wisconsin Statutes Section 66.1105, which is a basis of accounting other than accounting principles generally accepted in the United States of America (U.S. GAAP). Wisconsin Statutes Section 66.1105 establishes reporting requirements for the District. The significant accounting principles and policies utilized by the City of De Pere in preparing the financial statements of the District are described below.

A. Reporting Entity

This report contains the financial statements of the City of De Pere Tax Incremental District Number 6. The accompanying financial statements do not include the full presentation of the financial statements of the City of De Pere, Wisconsin, and do not purport to represent the financial position or changes in financial position of the City of De Pere. The financial statements of the District were prepared from data recorded in the District's capital project fund of the City and are presented in a format prescribed by the Wisconsin Department of Revenue.

The District was created under the provisions of Wisconsin Statute Section 66.1105. The purpose of that section is to allow a municipality to recover development and improvements costs in a designated area from the property taxes generated on the increased value of the property after the creation date of the District. The tax on the increased value is called a tax increment.

The statutes allow the municipality to collect tax increments until the net project cost has been fully recovered, or until the maximum life of the District, whichever occurs first. The statutes in effect at the time of creation of the District provided for a maximum life of 23 years. Project costs uncollected at the dissolution date were absorbed by the City. Project costs may be incurred up to five years before the unextended termination date of the District. Listed below are the significant dates applicable to the District:

Creation Date	3/3/1998
Latest Date to Incur Project Expenditures	3/3/2016
Latest Termination Date	2/17/2022
Actual Termination Date	8/17/2021

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
NOTES TO FINANCIAL STATEMENTS
AUGUST 17, 2021**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus and Basis of Accounting

The District's financial statements are reported on the basis of financial reporting provisions of the Wisconsin Department of Revenue, which is a basis of accounting other than accounting principles generally accepted in the United States of America (U.S. GAAP) to comply with the requirements of the Wisconsin Department of Revenue. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Project plan expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

District increments are recorded as revenues in the year due. Revenues susceptible to accrual include intergovernmental grants, intergovernmental charges for services, public charges for services and interest. Other revenues are recognized when received in cash or when measurable and available.

C. Project Plan Budget

The estimated revenues and expenditures of the District are adopted in the original project plan and any subsequent amendments. Those estimates are for the entire life of the District.

	<u>Creation/ Adoption Date</u>	<u>Approved Project Costs</u>
Original Project Plan	8/21/2008	\$ 13,369,702
Plan Amendment #1	8/21/2007	385,000
Plan Amendment #2	11/17/2009	7,840,000
Plan Amendment #3	9/20/2011	<u>16,553,980</u>
Final Project Plan Costs		<u><u>\$ 38,148,682</u></u>

D. Use of Estimates

The preparation of financial statements in conformity with accounting provisions of the Wisconsin Department of Revenue requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
NOTES TO FINANCIAL STATEMENTS
AUGUST 17, 2021**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Inflows of Resources, and Fund Balance

1. Cash and Investments

Cash and investments are combined in the financial statements. Cash deposits consist of demand and time deposits with financial institutions and are carried at cost. Investments are stated at fair value. Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date.

2. Property Taxes

When the District was created, the value of all taxable property within the defined boundaries of the District was determined by the Wisconsin Department of Revenue. This value is known as the base value of the District, and remains unchanged through the life of the District unless the City amends District boundaries to add or remove properties. The Wisconsin Department of Revenue annually certifies the current value of all taxable property within the District.

Property taxes consist of taxes on real estate and personal property. They are levied during December of the prior year and become an enforceable lien on property the following January 1. Property taxes are payable in various options depending on the type and amount. Personal property taxes are payable on or before January 31 in full. Real estate taxes are payable in full by January 31 or in two equal installments on or before January 31 and July 31. Real estate taxes not paid by January 31 are purchased by the County as part of the February tax settlement.

Property taxes collected on the base value are shared with the overlying taxing jurisdictions while property taxes collected on the growth in value, also known as the increment value, are retained by the City as tax increment revenue. The City uses the tax increment revenue to pay for approved project plan expenditures. A summary of taxable value within the District as of December 31, 2021 follows:

<u>Current Value</u>	<u>Base Value</u>	<u>Increment Value</u>
\$ 106,786,300	\$ 7,042,900	\$ 99,743,400

3. Deferred Inflows of Resources

In addition to liabilities, the balance sheet will report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenues) until that time.

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
NOTES TO FINANCIAL STATEMENTS
AUGUST 17, 2021**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. Assets, Liabilities, Deferred Inflows of Resources, and Fund Balance (Continued)

3. Long-Term Obligations

The District recognized bond premiums and discounts, as well as bond issuance costs, during the period when received or paid. The face amount of debt issued was reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. Premiums received, discounts on debt issuance, issuance costs and interest on long-term debt are considered financing costs recoverable from revenues of the District.

4. Fund Balance

Fund balance is reported in various categories for TID funds based on the nature of any limitations requiring the use of resources for specific purposes. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- **Nonspendable fund balance.** Amounts that are not in spendable form (such as inventory, prepaid items, or long-term receivables) or are legally or contractually required to remain intact.
- **Restricted fund balance.** Amounts that are constrained for specific purposes by external parties (such as grantor or bondholders), through constitutional provisions, or by enabling legislation.
- **Unassigned fund balance.** Only deficit amounts are shown in this category.

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
NOTES TO FINANCIAL STATEMENTS
AUGUST 17, 2021**

NOTE 2 CASH AND INVESTMENTS

The District invests in funds in accordance with the provisions of the Wisconsin Statutes 66.0603(lm) and 67.11(2).

Investments are stated at fair value, which is the price that would be received to sell an asset in an orderly transaction at the measurement date. Fair values are based on quoted market prices. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statement as increases or decreases in investment income.

The District, as a fund of the City, maintains common cash and investment accounts. Federal depository insurance and the State of Wisconsin Guarantee fund insurance apply to the City of De Pere as an individual municipality and, accordingly, the amount of insured funds is not determinable for the District.

NOTE 3 LONG-TERM OBLIGATIONS

During the life of the District, the City issued general obligation debt backed by the full faith and credit of the City to finance District project plan expenditures. The debt issued by the District will be retired by future tax increments.

The following is a summary of changes in long-term obligations for the District from the date of creation through August 17, 2021:

	Date of Creation	Issued	Retired	Outstanding 8/17/21	Due Within One Year
General Obligation Debt:	\$ -	\$ 15,000,103	\$ 13,825,492	\$ 1,174,611	\$ 1,174,611

The District will transfer funds to the City's Debt Service Fund which will make the required future principal and interest payments on outstanding long-term obligations of \$1,174,611 and related interest payments of \$88,849.

NOTE 4 INCREMENT SHARING

As allowable under Wisconsin Statutes Section 66.1105, the District may share positive excess increments. The City and joint review board approved sharing increments from Tax Increment District Number 5 (donor district) to Tax Increment District Number 6 (donee district) and Tax Increment District Number 6 (donor district) to Tax Increment District Number 5 (donee district). Transfers are reflected as recoverable costs in the donor district, and as project revenues in the donee district. Transfers were approved to begin in 2011. Tax increment sharing is valid for the life of the donee district or 10 years past the original termination date for the donor district, whichever comes first. Transfers between districts are subject to various conditions in the statutes. As of August 17, 2021, \$2,000,000 and \$800,000, respectively, have been transferred between the districts. The final increment sharing will occur in 2022 with the dissolution of Tax Incremental District Number 6.

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
NOTES TO FINANCIAL STATEMENTS
AUGUST 17, 2021**

NOTE 5 AFFORDABLE HOUSING EXTENSION

As allowable under Wisconsin Statutes Section 66.1105(6)(g), the District elected to utilize the affordable housing extension through which 75% of the final increment must benefit affordable housing and the remaining portion must be used to improve housing stock. The 2022 increment of \$1,968,527 is shown as a transfer to affordable housing to reflect the later use of the funds as permitted by the Wisconsin Department of Revenue.

NOTE 6 REFUND TO OVERLYING TAXING DISTRICTS

The refund to overlying districts of \$6,157,769 is calculated based on increments collected in excess of project costs using the ratio of taxes from the 2021 Tax Increment Worksheet. A summary of the total due, along with each overlying district's portion are as follows:

	Percentage of Tax Base	Total Refund
Brown County	24.887%	\$ 1,532,511
West De Pere School District	29.549%	1,819,562
Northeast Wisconsin Technical College	4.898%	301,568
City of De Pere	40.666%	2,504,128
Grand Total	<u>100.000%</u>	<u>\$ 6,157,769</u>

NOTE 7 ACTIVITY SUBSEQUENT TO THE CLOSE OF THE DISTRICT

The District was officially closed by City Council resolution on August 17, 2021, and notice filed with the State of Wisconsin. In accordance with the provisions of Wisconsin State Statutes the District will collect its last year of tax increment revenues and the final year of intergovernmental revenues for exempt computer and personal property aids during 2022.

SUPPLEMENTARY INFORMATION

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
SCHEDULE OF FINANCIAL TRANSACTIONS
FOR THE PERIOD MARCH 3, 1998 THROUGH AUGUST 17, 2021**

	1998	1999	2000	2001	2002	2003
REVENUES						
Tax Increments	\$ -	\$ -	\$ 66,783	\$ 219,874	\$ 513,685	\$ 576,013
Intergovernmental	-	-	-	-	410,175	781
Developer Contribution	-	-	-	-	-	-
Sale of Property	-	-	219,070	23,300	206,150	25,202
Proceeds from Long-term Debt	-	-	-	-	-	4,720,600
Transfer from Tax Incremental District #5	-	-	-	-	-	-
Miscellaneous Revenues	1,008	-	-	-	-	-
Total Revenues	<u>1,008</u>	<u>-</u>	<u>285,853</u>	<u>243,174</u>	<u>1,130,010</u>	<u>5,322,596</u>
EXPENDITURES						
Capital Outlay	681,389	210,432	3,583,712	168,481	776,876	22,948
Administration	56,260	55,220	143,578	25,325	25,152	-
Developer Incentive Payments	-	-	-	-	-	-
Transfer to Tax Incremental District #5	-	-	-	-	-	-
Transfer to Affordable Housing	-	-	-	-	-	-
Principal on Long-Term Debt	-	-	-	-	-	895,960
Interest and Fiscal Charges	-	40,008	161,016	227,572	215,630	202,882
Debt Issuance Costs and Agency Fees	26,357	-	38,961	7,938	-	-
Refund to Overlying Districts	-	-	-	-	-	-
Total Expenditures	<u>764,006</u>	<u>305,660</u>	<u>3,927,267</u>	<u>429,316</u>	<u>1,017,658</u>	<u>1,121,790</u>
NET CHANGE IN FUND BALANCE	(762,998)	(305,660)	(3,641,414)	(186,142)	112,352	4,200,806
Fund Balance (Deficit) - Beginning of Period	<u>-</u>	<u>(762,998)</u>	<u>(1,068,658)</u>	<u>(4,710,072)</u>	<u>(4,896,214)</u>	<u>(4,783,862)</u>
FUND BALANCE (DEFICIT) - END OF PERIOD	<u><u>\$ (762,998)</u></u>	<u><u>\$ (1,068,658)</u></u>	<u><u>\$ (4,710,072)</u></u>	<u><u>\$ (4,896,214)</u></u>	<u><u>\$ (4,783,862)</u></u>	<u><u>\$ (583,056)</u></u>

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
SCHEDULE OF FINANCIAL TRANSACTIONS
FOR THE PERIOD MARCH 3, 1998 THROUGH AUGUST 17, 2021**

	2004	2005	2006	2007	2008	2009
REVENUES						
Tax Increments	\$ 588,265	\$ 931,274	\$ 693,616	\$ 1,058,323	\$ 907,066	\$ 1,547,288
Intergovernmental	704	-	6,089	2,202	1,649	4,718
Developer Contribution	-	-	-	-	-	283,559
Sale of Property	76,404	33,516	812,403	150,954	534,902	128,839
Proceeds from Long-term Debt	388,800	1,293,400	1,138,049	1,564,235	-	-
Transfer from Tax Incremental District #5	-	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-	-
Total Revenues	<u>1,054,173</u>	<u>2,258,190</u>	<u>2,650,157</u>	<u>2,775,714</u>	<u>1,443,617</u>	<u>1,964,404</u>
EXPENDITURES						
Capital Outlay	198,784	985,573	603,444	2,279,497	712,110	-
Administration	32,645	52,409	111,561	106,117	50,270	55,010
Developer Incentive Payments	-	-	-	-	-	-
Transfer to Tax Incremental District #5	-	-	-	-	-	-
Transfer to Affordable Housing	-	-	-	-	-	-
Principal on Long-Term Debt	281,696	282,960	342,183	400,861	300,645	441,410
Interest and Fiscal Charges	255,343	265,649	254,044	357,198	388,657	261,045
Debt Issuance Costs and Agency Fees	-	-	-	-	-	27,728
Refund to Overlying Districts	-	-	-	-	-	-
Total Expenditures	<u>768,468</u>	<u>1,586,591</u>	<u>1,311,232</u>	<u>3,143,673</u>	<u>1,451,682</u>	<u>785,193</u>
NET CHANGE IN FUND BALANCE	285,705	671,599	1,338,925	(367,959)	(8,065)	1,179,211
Fund Balance (Deficit) - Beginning of Period	<u>(583,056)</u>	<u>(297,351)</u>	<u>374,248</u>	<u>1,713,173</u>	<u>1,345,214</u>	<u>1,337,149</u>
FUND BALANCE (DEFICIT) - END OF PERIOD	<u>\$ (297,351)</u>	<u>\$ 374,248</u>	<u>\$ 1,713,173</u>	<u>\$ 1,345,214</u>	<u>\$ 1,337,149</u>	<u>\$ 2,516,360</u>

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
SCHEDULE OF FINANCIAL TRANSACTIONS
FOR THE PERIOD MARCH 3, 1998 THROUGH AUGUST 17, 2021**

	2010	2011	2012	2013	2014	2015
REVENUES						
Tax Increments	\$ 1,795,407	\$ 1,739,596	\$ 1,452,209	\$ 1,443,260	\$ 1,609,956	\$ 1,792,174
Intergovernmental	6,447	6,580	6,088	5,498	5,179	7,485
Developer Contribution	-	-	-	-	-	-
Sale of Property	137,519	1,000	447,694	8,050	6,488	111,120
Proceeds from Long-term Debt	-	510,019	-	2,835,000	-	2,550,000
Transfer from Tax Incremental District #5	-	-	-	-	-	-
Miscellaneous Revenues	-	-	-	-	-	108,494
Total Revenues	<u>1,939,373</u>	<u>2,257,195</u>	<u>1,905,991</u>	<u>4,291,808</u>	<u>1,621,623</u>	<u>4,569,273</u>
EXPENDITURES						
Capital Outlay	79,081	212,692	163,348	1,076,089	937,931	37,500
Administration	-	57,868	52,925	46,914	124,616	146,640
Developer Incentive Payments	-	-	495,000	770,000	455,000	80,000
Transfer to Tax Incremental District #5	-	200,000	500,000	100,000	-	-
Transfer to Affordable Housing	-	-	-	-	-	-
Principal on Long-Term Debt	490,224	443,748	444,836	528,380	857,069	885,762
Interest and Fiscal Charges	243,839	231,581	217,165	201,530	287,797	227,697
Debt Issuance Costs and Agency Fees	-	4,700	-	35,475	-	20,904
Refund to Overlying Districts	-	-	-	-	-	-
Total Expenditures	<u>813,144</u>	<u>1,150,589</u>	<u>1,873,274</u>	<u>2,758,388</u>	<u>2,662,413</u>	<u>1,398,503</u>
NET CHANGE IN FUND BALANCE	1,126,229	1,106,606	32,717	1,533,420	(1,040,790)	3,170,770
Fund Balance (Deficit) - Beginning of Period	<u>2,516,360</u>	<u>3,642,589</u>	<u>4,749,195</u>	<u>4,781,912</u>	<u>6,315,332</u>	<u>5,274,542</u>
FUND BALANCE (DEFICIT) - END OF PERIOD	<u><u>\$ 3,642,589</u></u>	<u><u>\$ 4,749,195</u></u>	<u><u>\$ 4,781,912</u></u>	<u><u>\$ 6,315,332</u></u>	<u><u>\$ 5,274,542</u></u>	<u><u>\$ 8,445,312</u></u>

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
SCHEDULE OF FINANCIAL TRANSACTIONS
FOR THE PERIOD MARCH 3, 1998 THROUGH AUGUST 17, 2021**

	2016	2017	2018	2019	2020	2021
REVENUES						
Tax Increments	\$ 1,788,033	\$ 1,905,735	\$ 1,671,926	\$ 1,793,690	\$ 1,880,932	\$ 1,941,382
Intergovernmental	9,066	14,367	14,578	36,883	32,563	28,243
Developer Contribution	-	-	-	-	-	-
Sale of Property	925	9,925	925	925	925	65,705
Proceeds from Long-term Debt	-	-	-	-	-	-
Transfer from Tax Incremental District #5	-	-	-	-	-	2,000,000
Miscellaneous Revenues	-	-	-	-	-	120,568
Total Revenues	<u>1,798,024</u>	<u>1,930,027</u>	<u>1,687,429</u>	<u>1,831,498</u>	<u>1,914,420</u>	<u>4,155,898</u>
EXPENDITURES						
Capital Outlay	3,745,670	16,350	11,718	15,666	13,852	229,672
Administration	124,468	127,675	33,197	24,610	17,691	25,428
Developer Incentive Payments	-	-	-	-	-	-
Transfer to Tax Incremental District #5	-	-	-	-	-	1,966,431
Transfer to Affordable Housing	-	-	-	-	-	-
Principal on Long-Term Debt	1,469,006	1,404,210	1,428,634	1,402,274	1,230,317	295,317
Interest and Fiscal Charges	231,705	183,650	152,779	115,108	71,403	125,491
Debt Issuance Costs and Agency Fees	-	469	-	-	-	-
Refund to Overlying Districts	-	-	-	-	-	-
Total Expenditures	<u>5,570,849</u>	<u>1,732,354</u>	<u>1,626,328</u>	<u>1,557,658</u>	<u>1,333,263</u>	<u>2,642,339</u>
NET CHANGE IN FUND BALANCE	(3,772,825)	197,673	61,101	273,840	581,157	1,513,559
Fund Balance (Deficit) - Beginning of Period	<u>8,445,312</u>	<u>4,672,487</u>	<u>4,870,160</u>	<u>4,931,261</u>	<u>5,205,101</u>	<u>5,786,258</u>
FUND BALANCE (DEFICIT) - END OF PERIOD	<u>\$ 4,672,487</u>	<u>\$ 4,870,160</u>	<u>\$ 4,931,261</u>	<u>\$ 5,205,101</u>	<u>\$ 5,786,258</u>	<u>\$ 7,299,817</u>

**CITY OF DE PERE, WISCONSIN
TAX INCREMENTAL DISTRICT NUMBER 6
SCHEDULE OF FINANCIAL TRANSACTIONS
FOR THE PERIOD MARCH 3, 1998 THROUGH AUGUST 17, 2021**

	Total	Final Close Out	Original Project Plan	Plan Amendments	Total Project Plan
REVENUES					
Tax Increments	\$ 27,916,487	\$ 1,968,527	\$ 39,732,000	\$ 24,459,911	\$ 64,191,911
Intergovernmental	599,295	32,563	-	-	-
Developer Contribution	283,559	-	-	-	-
Sale of Property	3,001,941	-	-	-	-
Proceeds from Long-term Debt	15,000,103	-	1,060,000	-	1,060,000
Transfer from Tax Incremental District #5	2,000,000	-	-	-	-
Miscellaneous Revenues	230,070	-	-	-	-
Total Revenues	49,031,455	2,001,090	40,792,000	24,459,911	65,251,911
EXPENDITURES					
Capital Outlay	16,762,815	-	11,331,240	14,844,000	26,175,240
Administration	1,495,579	-	556,062	402,500	958,562
Developer Incentive Payments	1,800,000	-	-	4,200,000	4,200,000
Transfer to Tax Incremental District #5	2,766,431	-	-	-	-
Transfer to Affordable Housing	-	1,968,527	-	-	-
Principal on Long-Term Debt	13,825,492	1,174,611	1,060,000	-	1,060,000
Interest and Fiscal Charges	4,918,789	-	422,400	5,332,480	5,754,880
Debt Issuance Costs and Agency Fees	162,532	-	-	-	-
Refund to Overlying Districts	-	6,157,769	-	-	-
Total Expenditures	41,731,638	9,300,907	13,369,702	24,778,980	38,148,682
NET CHANGE IN FUND BALANCE	7,299,817	(7,299,817)	27,422,298	(319,069)	27,103,229
Fund Balance (Deficit) - Beginning of Period	-	7,299,817			
FUND BALANCE (DEFICIT) - END OF PERIOD	<u>\$ 7,299,817</u>	<u>\$ -</u>			

**ADDITIONAL INDEPENDENT AUDITORS' REPORT
FOR FINANCIAL STATEMENTS**



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS OF TAX INCREMENTAL FINANCING DISTRICT LAWS AND REGULATIONS

City Board
City of De Pere
De Pere, Wisconsin

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of the City of De Pere, Wisconsin's Tax Incremental District Number 6 (the District), which comprise the balance sheet as of August 17, 2021, and the historical summary of project costs, project revenues, and net cost to be recovered through tax increments and the historical summary of sources, uses, and status of funds from the date the District was created through August 17, 2021, and the related notes to the financial statements, and have issued our report thereon dated October 22, 2024.

In connection with our audit, nothing came to our attention that caused us to believe that the District failed to comply with the provisions of Wisconsin State Statutes Section 66.1105 and the project plan, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the District's noncompliance with the above-referenced provisions, insofar as they relate to accounting matters.

This report is intended solely for the information and use of the City Council, management, the Wisconsin Department of Revenue, and overlapping taxing districts and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
October 22, 2024



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Recommendation from the Board of Public Works on Award of Contract 25-06 Concrete Street Repairs in the Amount of \$458,490.50.
RECOMMENDED ACTION: Award Contract 25-06 Concrete Street Repairs to Sommers Construction Co., Inc. in the amount of \$458,490.50

The Board of Public Works at the February 10, 2025 meeting approved award of Contract 25-06 Concrete Street Repairs to Sommers Construction Co., Inc. in the amount of \$458,490.50 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

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	



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Recommendation from the Board of Public Works on Award of Contract 25-13 Crackfilling in the Amount of \$83,500.00.
RECOMMENDED ACTION: Award Contract 25-13 Crackfilling to Thunder Road, LLC. in the amount of \$83,500.00

The Board of Public Works at the February 10, 2025 meeting moved to approve award of Contract 25-13 Crackfilling to Thunder Road, LLC in the amount of \$83,500.00 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

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

I.13

Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Recommendation from the License Committee on an Application for Change of Agent for Walgreens, 150 S. Wisconsin St.
RECOMMENDED ACTION: Staff recommends approval of the new agent.

The applicant's background check has been approved by the Police Department.

ATTACHMENTS:

Walgreens Successor Agent_Confidential, Walgreens Individual Questionnaire_Confidential



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Ordinance #25-01 Amending Section 22-10 of the De Pere Municipal Code Regarding License for Certain Concrete Work.
RECOMMENDED ACTION: Amend Chapter 22 of the De Pere Municipal Code Regarding Concrete Workers Licenses to have them expire December 31 annually

The Board of Public Works at the February 10, 2025 meeting approved amending Chapter 22 of the De Pere Municipal Code Regarding Concrete Workers Licenses and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

Ord25-01, 2025 0210 CE_Concrete Workers_Memo,
Sec_22_10___License_for_certain_concrete_work

ORDINANCE #25-01

AMENDING SECTION 22-10 OF THE DE PERE MUNICIPAL CODE
REGARDING LICENSE FOR CERTAIN CONCRETE WORK

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

Section 1: Sec. 22-10. **License for certain concrete work.**, is hereby amended by
deleting “April 1” and replacing it with “December 31” in subsection (b).

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of
February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/10/25

Publication Date: _____

Effective Date: _____

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



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-14 Authorizing Agreement for Consulting Services with Berners-Schober Associates, Inc. (City Hall 1st Floor Remodel).
RECOMMENDED ACTION: Staff is recommending hiring Berners – Schober Associates in the amount of \$14,000.

The Board of Public Works at the February 10, 2025 meeting approved hiring Berners – Schober Associates in the amount of \$14,000 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

Reso25-14, Berners-Schober Associates, Inc.(City Hall 1st Floor Remodel)2-11-25, 2025 City Hall 1st Floor Office Remodel RFP, Berners - Schober Proposal for De Pere City Hall 1st Floor Remodel, Consider Proposals for 1st Floor City Hall Remodel for Design and Construction Services 2-5-2025, City Hall 1st Floor Remodel Proposal Summary 1-31-2025, SEH's Proposal for De Pere City Hall 1st Floor Office Remodel, CityofDePere_Somerville 01_30

RESOLUTION #25-14

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND BERNERS-SCHOBER ASSOCIATES, INC.
(Design and Bidding Services-City Hall 1st Floor Remodel)

WHEREAS, the City is in need of contracting with a consulting firm to perform design and bidding services for an office remodel on the first floor of City Hall; and

WHEREAS, Berners-Schober Associates, Inc. has available and offers to provide qualified personnel and professional assistance necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Berners-Schober Associates, Inc. as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/10/2025

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND BERNERS-SCHOBER ASSOCIATES, INC.
(Design and Bidding Services - City Hall 1st Floor Office Remodel)**

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

WITNESSETH

WHEREAS, the City is in need of consultant services to perform design and bidding services for an office remodel on the 1st floor of the De Pere City Hall located at 335 South Broadway Street; 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 December 29, 2024, City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated December 13, 2024 (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 as described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as its completed parking study, a conceptual redevelopment plan and property identification and access, as well as other information concerning the project that may be applicable, 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 in a lump sum, to be paid at the conclusion of each phase of the project, unless otherwise agreed to by the parties. 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 consulting 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: City of De Pere
 Attn: City Manager
 335 South Broadway Street
 De Pere, WI 54115

If to Consultant: Berners-Schober Associates, Inc.
 Attn: Ian Griffiths, AIA, RIBA, LEED AP BD+C
 President/Architect
 310 Pine Street
 Green Bay, WI 54301

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

BERNERS-SCHOBER ASSOCIATES, INC

CITY OF DE PERE, WISCONSIN

By: _____
Ian Griffiths, AIA, RIBA, LEED AP BD+C
President/Architect

By: _____
Lawrence M. Delo, City Manager

By: _____
Printed Name: _____
Title: _____

By: _____
Carey E. Danen, City Clerk

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: \$ _____

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>

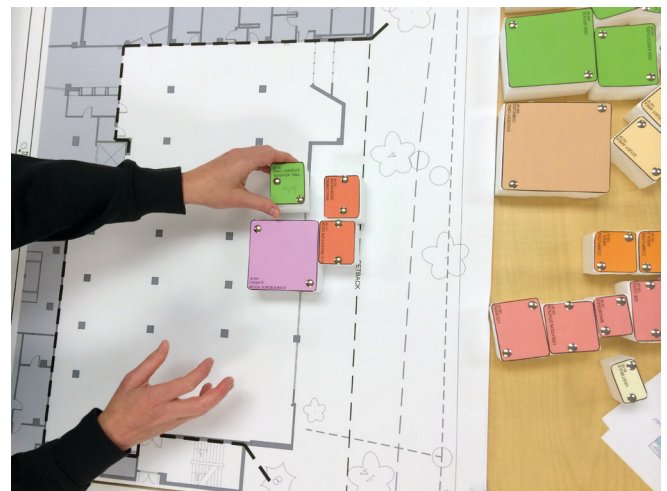
PROJECT UNDERSTANDING

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.

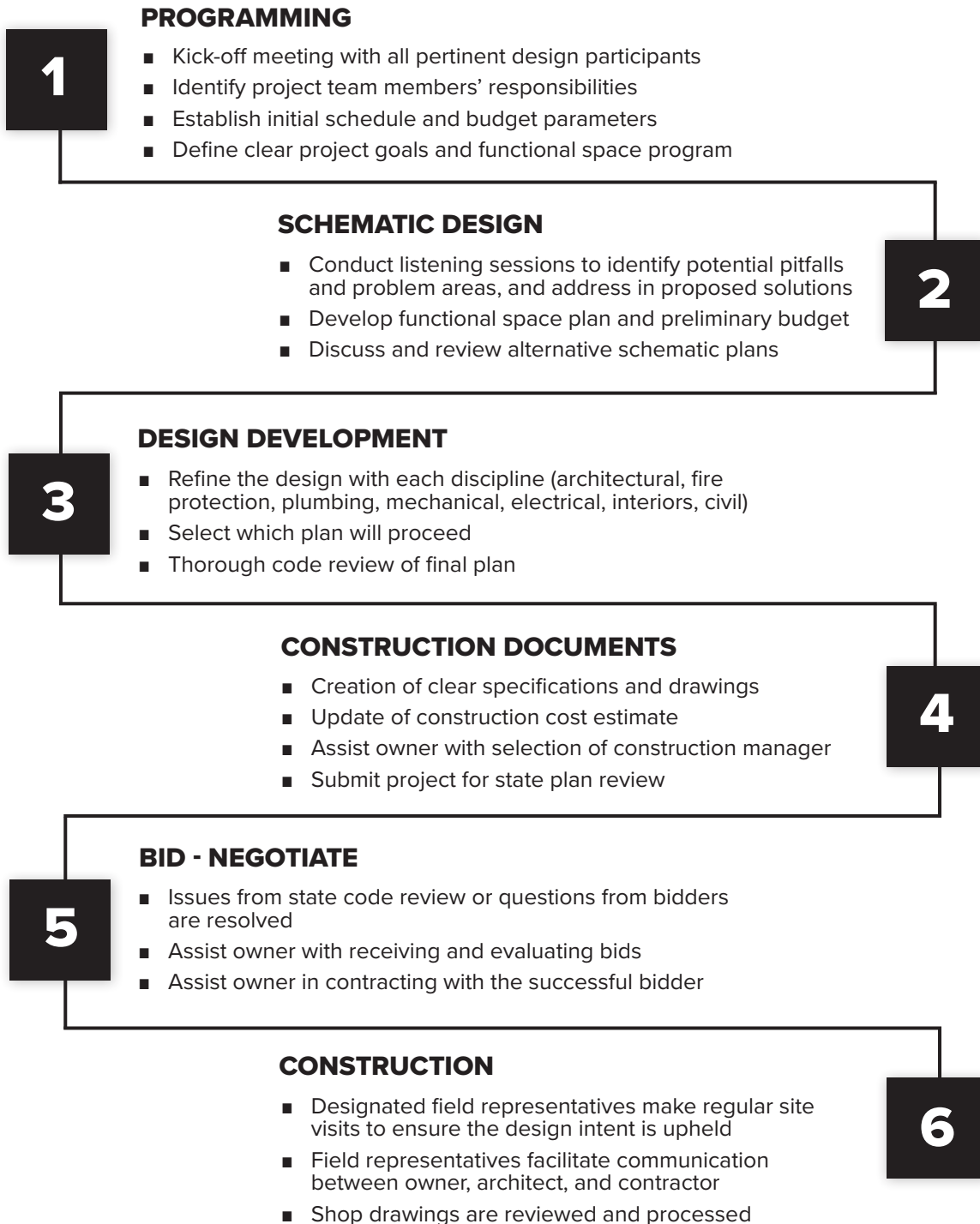
What Needs to Be Done

- **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

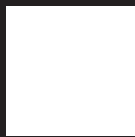
bernerssch ■ **ber**

Wisconsin:

310 Pine Street | Green Bay, WI 54301

Illinois:

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



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 Hall 1st Floor Remodel Proposal Summary

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

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

CONTENTS

COMPANY BACKGROUND AND INFORMATION	1
UNDERSTANDING OF PROJECT	5
SIMILAR PROJECTS	8
REFERENCES	11
TIMELINE	12
FEE	13

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

©2025 Short Elliott Hendrickson Inc.

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.



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

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

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,

A handwritten signature in black ink, appearing to read "Matthew J. Schachtner". The signature is stylized with a large, sweeping loop and a horizontal line extending to the right.

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



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-15 Authorizing Contractor Agreement with J & S Concrete Services (Project 25-19 Mudjacking).
RECOMMENDED ACTION: Authorize Contractor Agreement with J&S Concrete Services (Project 25-19 Mudjacking)

The Board of Public Works at the February 10, 2025 meeting approved accepting the proposal from J&S Concrete Services, LLC in the amount of \$4,250.00 for Project 25-19 Mudjacking and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

Reso25-15, J&S Concrete Services LLC(Mudjacking)2-12-25-161-001-12, Exhibit A-J & S Concrete Services LLC, Exhibit B-J & S Concrete Services LLC, BOPW_Award_25-19_Memo, Project 25-19_Bid Tab

RESOLUTION #25-15

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND J & S CONCRETE SERVICES LLC
(Mudjacking – Curb & Gutter and Sidewalk)

WHEREAS, the City is in need of mudjacking services at various locations within the City of De Pere as part of Project #25-19; and

WHEREAS, J & S Concrete Services LLC has available and offers to provide personnel and equipment necessary to accomplish the mudjacking services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into such Agreement for Contractor Services Between the City of De Pere and J & S Concrete Services LLC (Mudjacking – Curb & Gutter and Sidewalk) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 2/10/2025

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND J & S CONCRETE SERVICES LLC
(Mudjacking – Curb & Gutter and Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of De Pere, Wisconsin, (“City”), and J & S Concrete Services LLC, a Wisconsin limited liability company (“Contractor”).

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform concrete mudjacking services described in the City’s Request for Proposals, Project 25-19, Mudjacking – Curb & Gutter and Sidewalk Various Locations, dated January 10, 2025, attached and incorporated herein 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 herein 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 all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing 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: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

J & S Concrete Services LLC
Attention: Scott R. Guns
6812 Cross Road
Greenleaf, WI 54126

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

(Signatures follow on Page 6 of 6)

J & S Concrete Services LLC
Mudjacking – Curb, Gutter and Sidewalk
Page 5 of 6

J & S CONCRETE SERVICES LLC

CITY OF DE PERE

By: _____
Scott R. Guns, Registered Agent

By: _____
Lawrence M. Delo, City Manager

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

Eric R. Erdman, Interim City Attorney

J:\Law\Agreements\2025\Contractor \Badger Concrete Lifting(Mudjacking)2-12-25-161-001-12.docx

JANUARY 10, 2025

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 25-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, January 30, 2025**, at which time they will be publicly opened and read aloud. The bid opening will occur virtually or in person. See the proposal forms and specifications for additional information.

Project 25-19 for which proposals are being sought includes the following approximate quantities:

- 10 LF Mudjacking Curb & Gutter
- 1,250 SF Mudjacking Sidewalk

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@deperewi.gov.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

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

Dated this 10th day of January, 2025.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 25-19

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 25-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mudjacking Curb & Gutter	LF	10*	\$	\$
SD-02	Mudjacking Sidewalk	SF	1,250*	\$	\$
TOTAL					\$

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of

_____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or their agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS**SPECIAL PROVISIONS****PROJECT 25-19****MUDJACKING - CURB & GUTTER AND SIDEWALK****VARIOUS LOCATIONS****1. SCOPE OF WORK**

The work under this proposal includes mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2025 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. OPENING BIDS

Bids will be opened at the time and place indicated in the Advertisement to Bid. The bid opening can viewed live via the GoToMeeting information shown below. An abstract of the amounts of the base bids and major alternatives, if any, will be made available to the bidders after opening the bids.

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

<https://meet.goto.com/154261213>

You can also dial in using your phone.

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

Access Code: 154-261-213

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

3. MUDJACKING

A. See Attached Section 32 01 20 Mudjacking.

B. The unit price for Mudjacking work includes:

1. Traffic Control
2. Provide grout holes
3. Provide and install grout
4. Clear grout holes and seal with cement

- C. Measurement: The City will measure Mudjacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.
- D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
SD-01	Mudjacking Curb & Gutter	LF
SD-02	Mudjacking Sidewalk	SF

3. PROSECUTION AND PROGRESS

The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress. The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

A sample contractor's agreement is attached to this proposal for your consideration.

SECTION 32 01 20

MUDJACKING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Mudjacking Concrete
 - 2. Mudjacking Hole Restoration
 - 3. Clean-up

1.2 REFERENCES (Not Used)

1.3 SUBMITTALS

- A. Grout mix design.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Certified grout mix shall contain a minimum of 7 percent Portland Cement.

PART 3 – EXECUTION

3.1 MUDJACKING CONCRETE

- A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.
- B. The grout mix will have a stiff enough consistency to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.
- C. The hole size for slab raising operations shall be a minimum of one inch (1") up to a maximum of two inches (2") in diameter.
- D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.

- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Engineer.

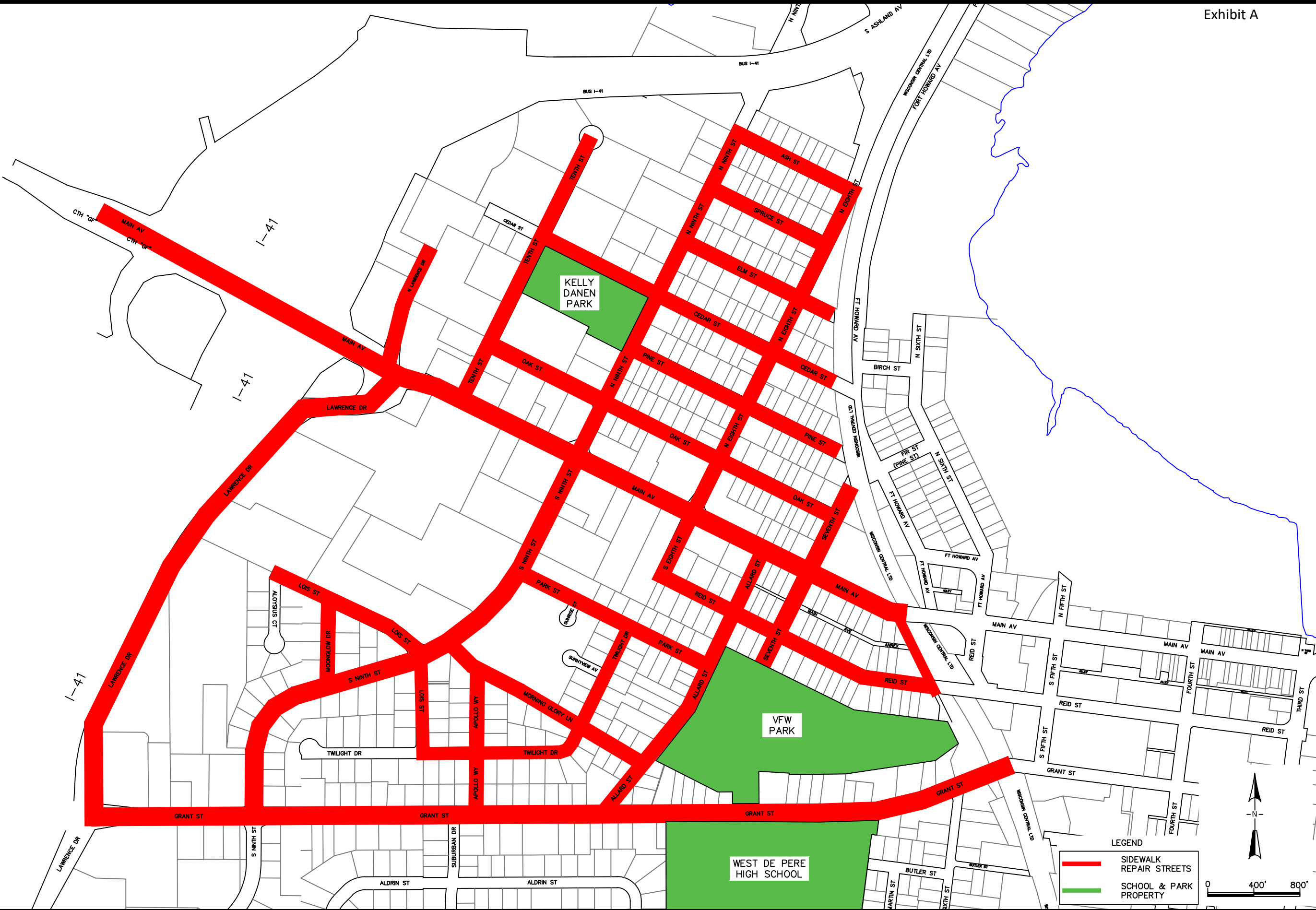
3.2 MUDJACK HOLE RESTORATION

- A. All jacking operation holes will be cleared of the grout mix and filled with a stiff 1:3 cement mix, which will be consolidated and finished smooth.
- B. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls.
- C. Prior to the placement of the Portland Cement, the surface around the holes shall be damp.

3.3 CLEAN-UP

- A. Slabs raised shall be thoroughly scraped and swept after completion, but prior to patching.
- B. Surrounding grass areas adjacent to slab raising shall be left in a clean, non-debrised condition.

END OF SECTION



CITY OF DE PERE

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

SIDEWALK REPAIR AREA

NAME: SIDEWALK AND CURB REPAIR
PROJECT # 25-05

	BY	DATE
SURVEYED		
DRAWN	MJT	11-2024
DESIGNED	MJT	11-2024
CHECKED	CKK	11-2024

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

PAGE NO.
A

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 25-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mudjacking Curb & Gutter	LF	10*	\$ 25	\$ 250
SD-02	Mudjacking Sidewalk	SF	1,250*	\$ 3.2	\$ 4,000
TOTAL					\$ 4250

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of

J & S CONCRETE SERVICES LLC and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or their agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


(Signature of Bidder)

TITLE PROJECT MANAGER

JOSEPH VAN VONDEREN
Print or Type Name of Bidder

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	



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-16 Authorizing Extension with Robert E. Lee & Associates (2025 Consulting Services).
RECOMMENDED ACTION: Approve an agreement with REL for 2025 Consulting Services

The Board of Public Works at the February 10, 2025 meeting approved accepting the proposal from REL for 2025 (with the option to extend through 2027) Consulting Services and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

Reso25-16, Extension of Consultant Agreement-REL & Associates2-12-25-189-003-19, Exhibit A- REL, Exhibit B 2025 0130 CE_Consulting_REL, 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

RESOLUTION #25-16

AUTHORIZING EXTENSION OF CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2025 Consulting Services)

WHEREAS, the City and Robert E. Lee & Associates are parties to an Agreement for Consulting Services dated February 28, 2020, with Extensions thereto dated January 19, 2021, January 10, 2022, November 21, 2022, and March 5, 2024, providing for limited consulting services on an as-needed basis for City's construction projects, for services which exceed City staff availability or expertise; and

WHEREAS, the City and Robert E. Lee & Associates, Inc. wish to extend said Agreement for City's 2025 construction projects, as well as to allow Consultant to continue its work on larger, longer-term pending projects for which Consultant is currently engaged, upon the terms and conditions of the attached Extension of Consulting Services Agreement; and

WHEREAS, upon mutual agreement of the Parties, services may be extended for the years 2026 and 2027 at Consultant's rates then in effect without further Common Council approval; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the Extension of Consulting Services Agreement Between the City of De Pere and Robert E. Lee & Associates, Inc., as is attached hereto, as well as any additional extensions thereto for the years 2026 and 2027, provided the terms and substantially similar and sufficient funds are budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/10/2025

**EXTENSION OF CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2025 Consulting Services)**

THIS EXTENSION is entered into this ____ day of _____, 2025, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Robert E. Lee & Associates, Inc., a Wisconsin corporation (“Consultant”), collectively referred to as the “Parties.”

WHEREAS, the City and Consultant are parties to a Consulting Services Agreement dated February 28, 2020, and Extensions thereto dated January 19, 2021, January 10, 2022, November 21, 2022, and March 5, 2024, for the provision of limited consulting services for construction projects that exceed City staff availability or expertise (collectively “the Agreement”); and

WHEREAS, the Parties wish to extend the Agreement to continue Consultant’s provision of limited consulting services for City’s 2025 construction projects, as well as to allow Consultant to continue its work on larger, longer-term outstanding projects for which Consultant is currently engaged, for a subsequent yearly term as provided herein by mutual consent.

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

1. The term of the Agreement is hereby extended to include City’s 2025 construction projects.
2. Exhibit A to the Agreement shall be deleted in its entirety and replaced with Exhibit A attached hereto (City’s 2025 Request for Proposals).
3. Exhibit B to the Agreement shall be deleted in its entirety and replaced with Exhibit B attached hereto to include 2025 Labor Rates.

4. Upon mutual agreement of the Parties, services may be extended for the years 2026 and 2027 at the rates then in effect for Consultant's services, adjusted annually based on the rate of inflation as measured by the Consumer Price Index.
5. Unless specifically modified in this Extension, all other provisions of the Agreement shall remain in full force and effect.

Dated this ____ day of _____, 2025.

ROBERT E. LEE & ASSOCIATES, INC.

By:

CITY OF DE PERE

By:

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

Lawrence M. Delo, City Manager

Carey E. Danen, City Clerk

J:\Law\Agreements\2025\Consultant Agreements\Extension of Consultant Agreement-REL & Associates2-12-25-189-003-19.docx

**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: _____

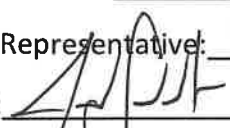
Company Address: _____

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

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.*

Exhibit B
Page 2 of 2

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.

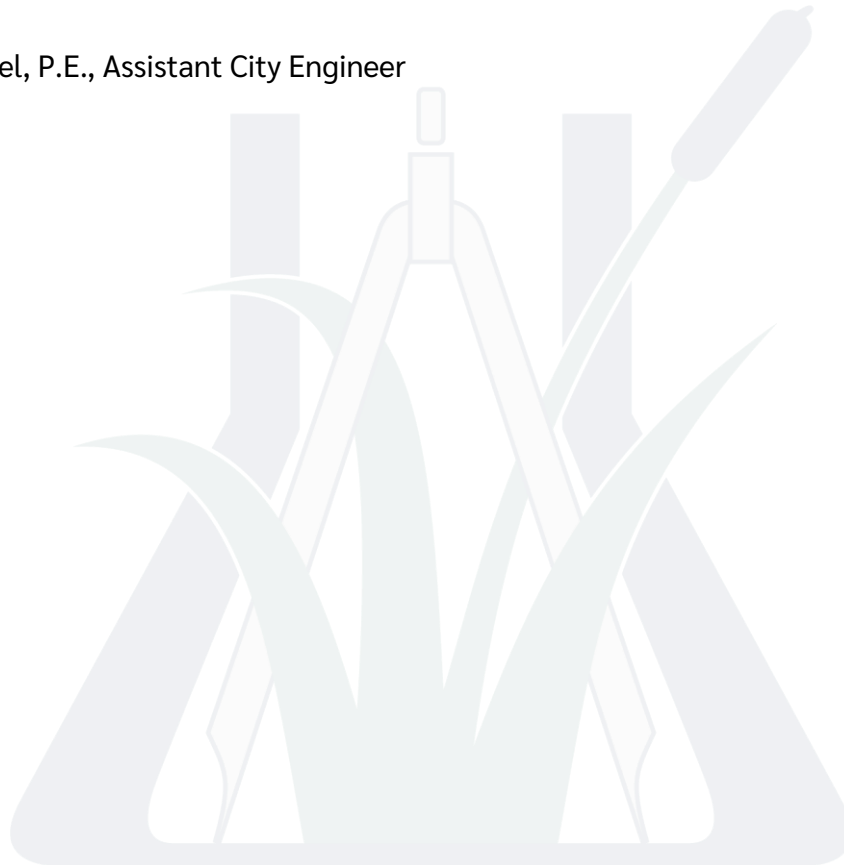


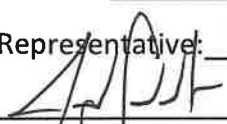
Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

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.

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SURVEY INTERN	\$ 67
SURVEY MANAGER	\$ 157
TRANSPORTATION MANAGER	\$ 180
UTILITY COORDINATOR	\$ 111
WATER & WASTEWATER FACILITIES OPERATOR	\$ 112
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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.*

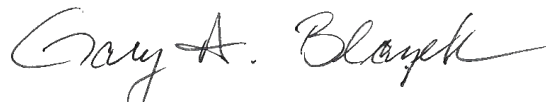
Dan Perry, PE, has been designated as the project manager and client representative to serve the City of De Pere. Dan will be the main point of contact for the Village. Dan brings extensive experience in municipal infrastructure projects to the table, having successfully managed numerous projects for 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



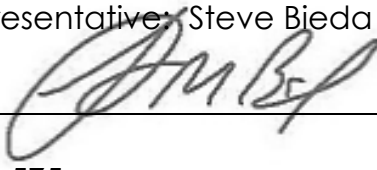
Proposed Fee Schedule

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 Schedule

Company Name: Cedar Corporation

Company Address: 1695 Bellevue Street

Company Address: Green Bay, WI 54311

Company Representative: Mike Kaster, PE

Signature: *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 Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-17 Authorizing Agreement Between City of De Pere and ECS Midwest (2025 Materials Testing and Soil Borings).
RECOMMENDED ACTION: Authorize an agreement with ECS Midwest, LLC (ECS) for the 2025 materials testing and soil borings

The Board of Public Works at the February 10, 2025 meeting approved accepting the proposal from ECS Midwest, LLC (ECS) for the materials testing and soil borings and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

Reso25-17, ECS Midwest, LLC(2025 Soil Boring and Construction Materials Testing)2-12-25-189-001-15, Exhibit A-ECS Midwest, City of De Pere Materials Testing_ECS, 2025 0210 CI_BOPW_Materials_Testing, City of De Pere Materials Testing Summary, City of DePere Materials Testing BATC, City of De Pere Materials Testing PSI, City of De Pere Materials Testing AET

RESOLUTION #25-17

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ECS MIDWEST, LLC
(2025 Soil Boring and Construction Materials Testing)

WHEREAS, the City is in need of soil boring and construction materials testing services for its
2025 construction projects; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are hereby authorized and directed to execute the
Agreement for Contractor Services Between the City of De Pere and ECS Midwest,
LLC (2025 Soil Boring and Construction Materials Testing) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of
February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/10/2025

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ECS MIDWEST, LLC
(2025 Soil Boring and Construction Materials Testing)**

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and ECS Midwest, LLC, a foreign limited liability company authorized to conduct business in the State of Wisconsin ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform soil boring and construction materials testing services for its 2025 construction projects as described in the City's Request for Proposals for Geotechnical Services, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

II. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit B based upon unit prices, to be invoiced on a monthly basis. Invoices shall include an itemization of charges. Payment to the Contractor is due upon receipt of an invoice by the City; however, no more than one invoice per month shall be submitted. Compensation for special services shall be as agreed upon by the City and Contractor and set forth in the written authorization for special services.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$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 as well as an additional insured endorsement form naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or

which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by 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: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

ECS Midwest, LLC
Attention: Troy Vetort, P.E.
Construction Materials Department Manager
1280 Parkview Road
Green Bay, WI 54304

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

2025 Soil Boring and Construction Materials Testing
ECS Midwest, LLC
Page 5 of 6

ECS MIDWEST, LLC

By:

Troy Vetort, P.E.
Office Manager/CMT Manager

Printed Name: _____
Title: _____

Approved as to Form:

Eric R. Erdman, Interim City Attorney

J:\Law\Agreements\2025\Contractor\ECS Midwest, LLC(2024 Soil Boring)2-12-25-189-001-15.docx

CITY OF DE PERE

By:

Larry M. Delo, City Manager

Carey E. Danen, City Clerk

**Request for Proposals
For
Geotechnical Services**

The City of De Pere would like to invite your firm to submit a proposal for the 2025 construction materials consulting.

Your proposal must be submitted to our office by Thursday, January 30, 2025 at 2:00 p.m. Proposals can be submitted via mail or e-mail to:

Eric Rakers
City Engineer
925 S. Sixth Street
De Pere, WI 54115
erakers@deperewi.gov

GENERAL INFORMATION:

The City of De Pere is preparing for 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, street), and concrete street construction/reconstruction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials and soil testing services and the soil boring services to separate firms.

SCOPE OF SERVICES:

Construction materials and soils testing services shall include, but are not limited to:

1. Earthwork Testing
2. Subgrade Compaction
3. Trench Compaction
4. Crushed Aggregate Base Course Testing (Material and Compaction)
5. Asphaltic Concrete Pavement Testing (Samples and Compaction)
6. Concrete Testing
7. Soil Borings
8. Field Observation Related to Soil and/or Construction Conditions

SCHEDULING:

The City will request services throughout the year. Generally, the City will give a 24-hour notice prior to needing service; however the City reserves the right for shorter notices.

INSURANCE:

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

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

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

The proposed fee schedule shall be submitted on the attached form. Estimated hours and testing quantities are based off similar construction year totals.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Any account fee set-up charges shall be considered incidental to the items listed in the fee schedule attached with this agreement.

DELIVERY:

E-mail, in pdf format, copies of test results specific for each project to the City Engineer. Hard copies will not need to be provided. Report all failed test results by telephone to the project inspector within 24 hours of any failed test.

Provide four (4) hard copies for each soil boring report to the City.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each project.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10		
Project Engineer	HR	10		
Staff Engineer	HR	50		
Field Technician				
Senior Technician	HR	250		
Technician	HR	300		
Clerical	HR	50		
Mileage	MI	7,500		
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1		
Modified Proctor	EA	10		
Concrete Compression Test (Cylinder by Company)	EA	400		
Concrete Compression Test (Cylinder by City)	EA	10		
Handling of Backup Cylinders	EA	100		
Aggregate Sieve Analysis	EA	10		
Atterberg Limits	EA	1		
Permeability, Granular Soils	EA	1		
Permeability, Cohesive Soils	EA	1		
Field Technician Services				
Sample Pickup	EA	1		
Nuclear Density Gauge	½ DAY	100		
Nuclear Density Gauge	DAY	5		

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

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)
tvort@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

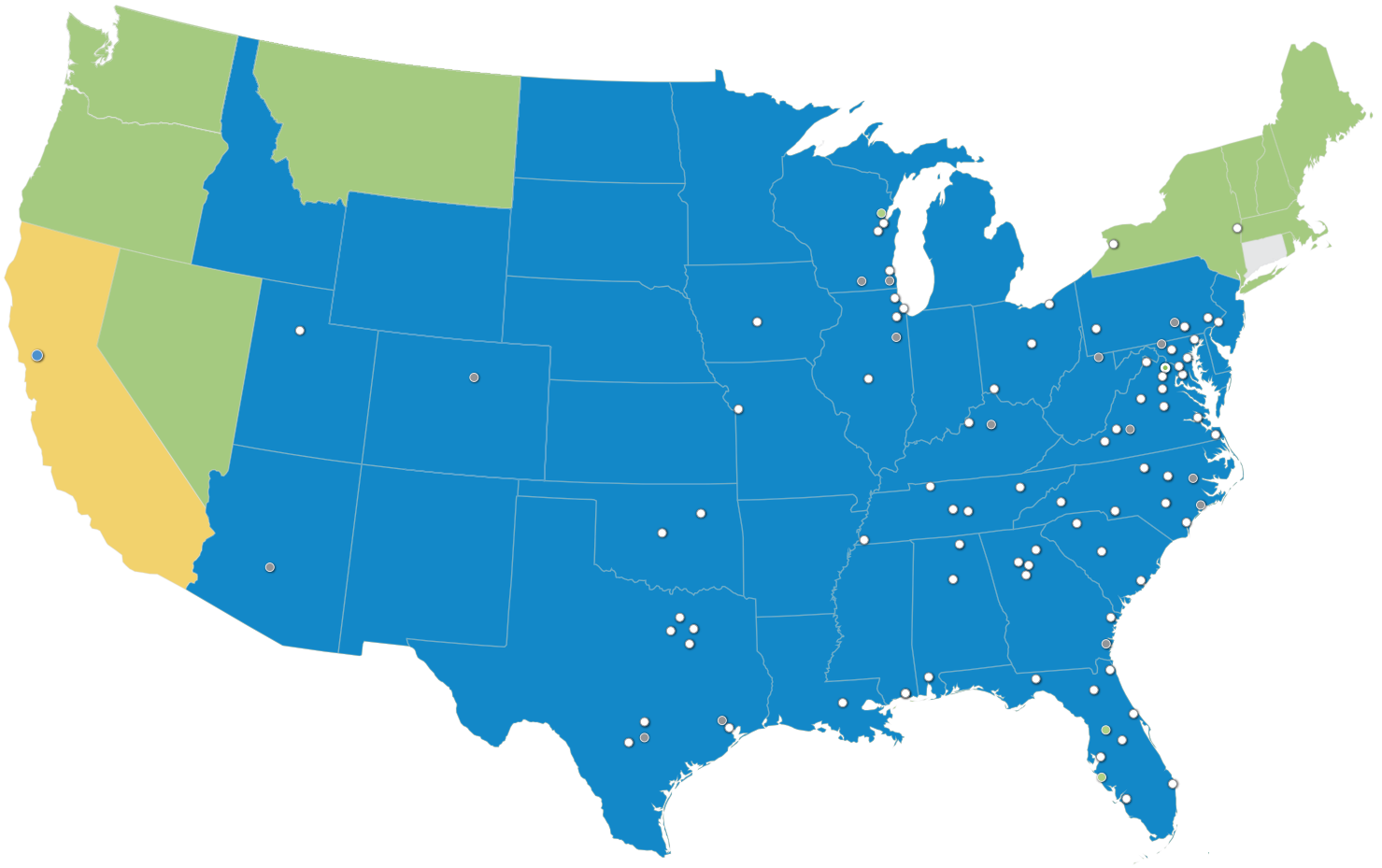
OUR VALUE

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



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



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

**TABLE OF CONTENTS
SOIL TESTING SERVICES
2025 CONSTRUCTION
CITY OF DE PERE**

1.0	INTRODUCTION	1
1.1	<i>Proposing Firm</i>	<i>1</i>
1.2	<i>Statement of Qualifications</i>	<i>2</i>
2.0	PROJECT SCOPE OF SERVICES.....	3
2.1	<i>Overview of Construction Materials Testing</i>	<i>4</i>
2.2	<i>City of De Pere Materials Testing Scope of Services.....</i>	<i>5</i>
2.2.1	<i>Earthwork, Subgrade and Trench Compaction, and Crushed Aggregate Base Course Testing Services</i>	<i>5</i>
2.2.2	<i>Asphaltic Concrete Pavement Testing Services</i>	<i>6</i>
2.2.3	<i>Concrete Testing Services</i>	<i>6</i>
2.2.4	<i>Soil Borings</i>	<i>7</i>
2.2.5	<i>Construction Inspection and Observations</i>	<i>7</i>
2.2.6	<i>Additional Field and Laboratory Testing.....</i>	<i>8</i>
3.0	BATC KEY PERSONNEL AND ROLES	9
4.0	BATC ADDITIONAL INFORMATION	11
4.1	<i>Project Response Time and Saturday Work.....</i>	<i>11</i>
4.2	<i>BATC Approach.....</i>	<i>11</i>
5.0	PREVIOUS PROJECTS.....	12
6.0	SUPPLEMENTAL FEE SCHEDULE.....	16

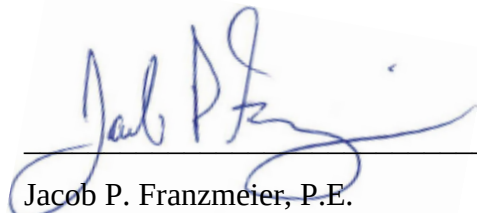
1.0 INTRODUCTION

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.

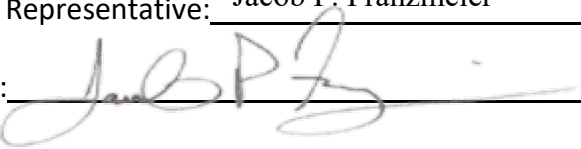
Proposed Fee Schedule

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

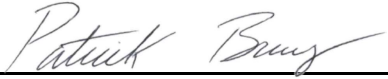
Proposed Fee Schedule

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.



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Resolution #25-18 Authorizing Agreement Between City of De Pere and Merjent (Phragmites Mitigation).
RECOMMENDED ACTION: Authorize an agreement with Merjent for Phragmites Mitigation in the amount of \$8,497.50

The Board of Public Works at the February 10, 2025 meeting approved accepting the proposal from Merjent for Phragmites Mitigation in the amount of \$8,497.50 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

Reso25-18, Merjent, Inc.(Phragmites Mitigation)2-12-25, 2025 Phragmites RFP_Merjent, Exhibit B-Merjent, BOPW_Phragmites Mitigation Award Memo

RESOLUTION #25-18

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND MERJENT, INC.
(Phragmites Mitigation)

WHEREAS, the City is in need of services to control invasive phragmites as designated locations within City-owned properties and stormwater management facilities to protect the ecological health of the City's stormwater facilities and native vegetation; and

WHEREAS, Merjent, Inc. has available and offers to provide personnel and equipment necessary to accomplish the phragmites mitigation services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into an Agreement for Contractor Services Between the City of De Pere and Merjent, Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/10/2025

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND MERJENT, INC.
(Phragmites Mitigation)**

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between the City of De Pere, Wisconsin, a Wisconsin municipal corporation ("City"), and Merjent, Inc., a foreign corporation authorized to business in Wisconsin ("Contractor").

WITNESSETH

WHEREAS, the City is in need of services to control invasive phragmites within City-owned properties and stormwater management facilities to protect the ecological health of the City's stormwater facilities and native vegetation; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish phragmites mitigation services within the required timeframe.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT AND SCOPE OF CONTRACTOR SERVICES

The project is for phragmites mitigation at locations designated by City staff and Contractor agrees to perform those services at the designated locations as described in City's Request for Proposals attached hereto and incorporated as Exhibit A and Contractor's Proposal thereto attached as Exhibit B. Contractor shall be required to call or meet at least once per day with City staff to report job progress and receive new job assignments, while work is in progress. Additional work may be added to this project as agreed to by the Parties for additional locations where phragmites are identified.

No standard terms or conditions are incorporated into this Agreement unless such term is specifically written into the Agreement. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described, such changes will be incorporated into this Agreement only by written amendment, signed by the parties. Such writing shall include the scope of the work to be done, the schedule for commencing and completing the work and the basis for compensation for such work.

II. CITY OBLIGATIONS

City agrees to coordinate a kick-off meeting to review treatment locations, the scope of work and will provide electronic maps and GPS coordinates of identified phragmites locations,

staking and flagging of treatment locations, as well as mechanical trimming of phragmites to allow for site access, with a minimum two-week advance notice from Contractor.

Additionally, City will complete all notification to affected residents and businesses prior to treatment date(s).

III. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall complete its work and conclude by October 31, 2025, to meet the time requirements of the City. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay performance, Contractor shall so inform the City in writing.

IV. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as provided in Exhibit B as an estimated amount based upon the amount of work requested. Services shall be billed monthly for work completed. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

V. INSURANCE

A. The Contractor 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, with per occurrence limits of \$1,000,000, with additional umbrella liability insurance coverage 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. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

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.

VI. INDEMNIFICATION

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.

VII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of persons and firms performing subcontract work.

VIII. 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 Contractor without the prior written consent of the other.

IX. 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. **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.

X. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor 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.

XI. 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.

XII. 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.

XIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere

Attn: City Manager

335 South Broadway Street

De Pere, WI 54115

If to Contractor:

Merjent, Inc.

Attn: Levi Koski

3764 Uni Drive

Freedom, WI 54130

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

MERJENT, INC.

CITY OF DE PERE, WISCONSIN

By: _____

Printed Name: _____

Title: _____

By: _____

Lawrence M. Delo, City Manager

By: _____

Carey E. Danen, City Clerk

Approved as to Form:

Eric R. Erdman, Interim City Attorney

J:\Law\Agreements\2025\Contractor\Merjent, Inc.(Phragmites Mitigation)2-12-25.docx

**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.

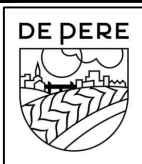
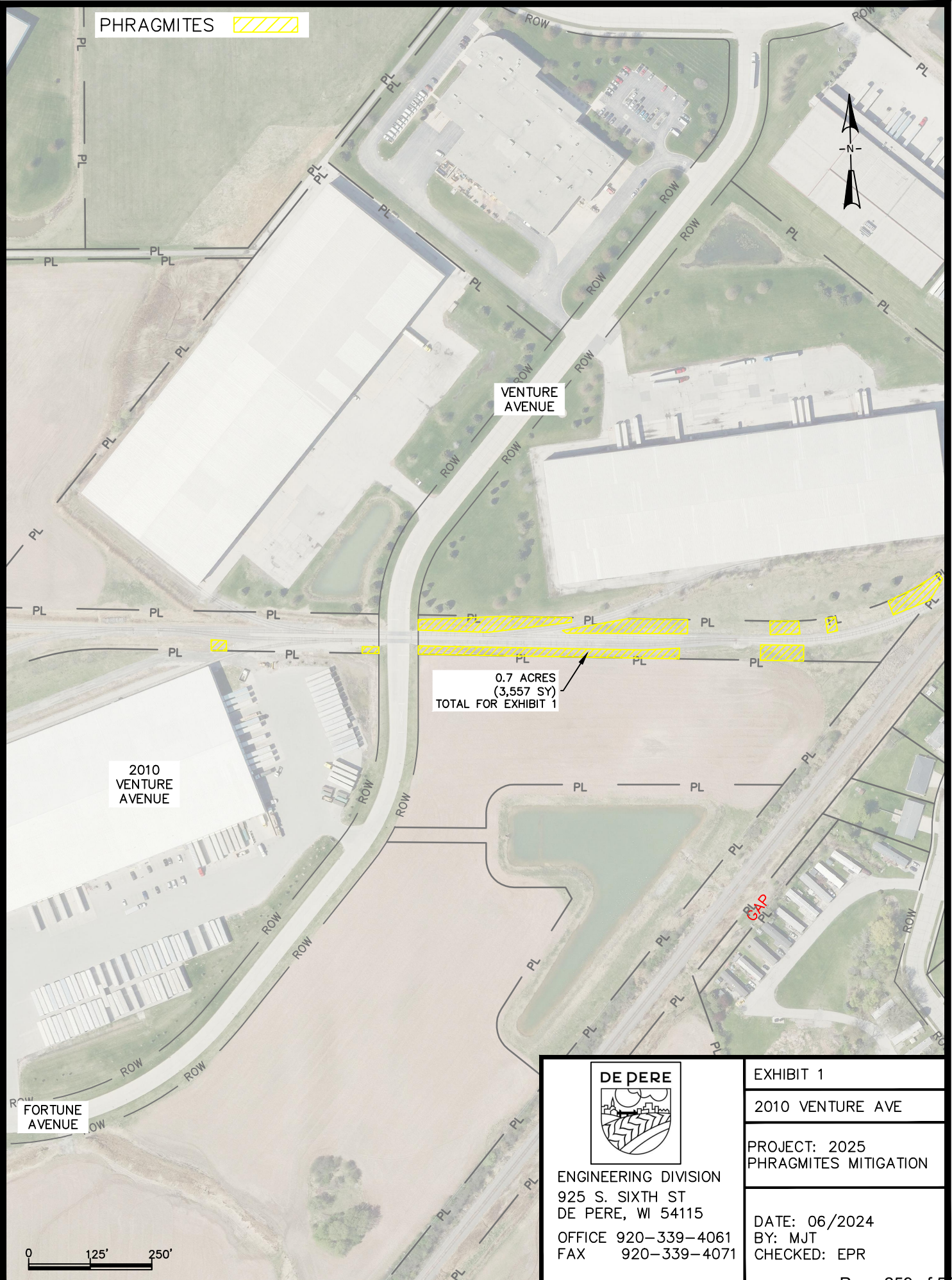
Additionally, the city will complete all notification to affected residents and businesses prior to the treatment date.

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

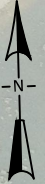
DATE: 06/2024
BY: MJT
CHECKED: EPR

0 125' 250'

PHRAGMITES 

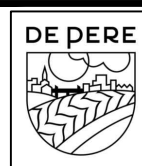
SEE EXHIBIT 3

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

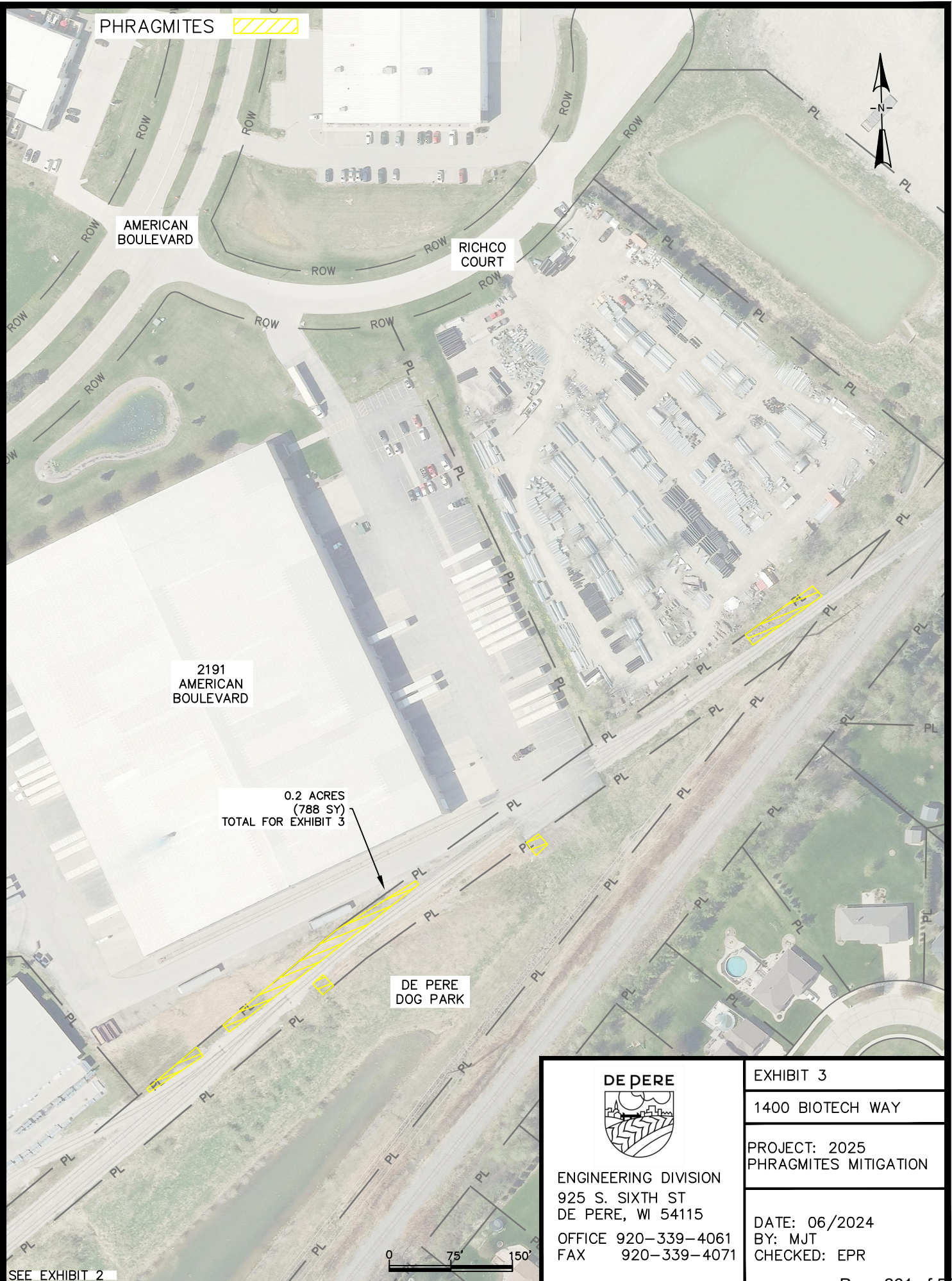
EXHIBIT 2

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



PHRAGMITES



GREENLEAF
ROAD
(HWY
57-32)

2.6 ACRES
(12,784 SY)

1300
ENTERPRISE
DRIVE

675
HERITAGE
ROAD

0.3 ACRES
(1,360 SY)

DE PERE



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

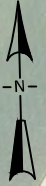
EXHIBIT 5

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

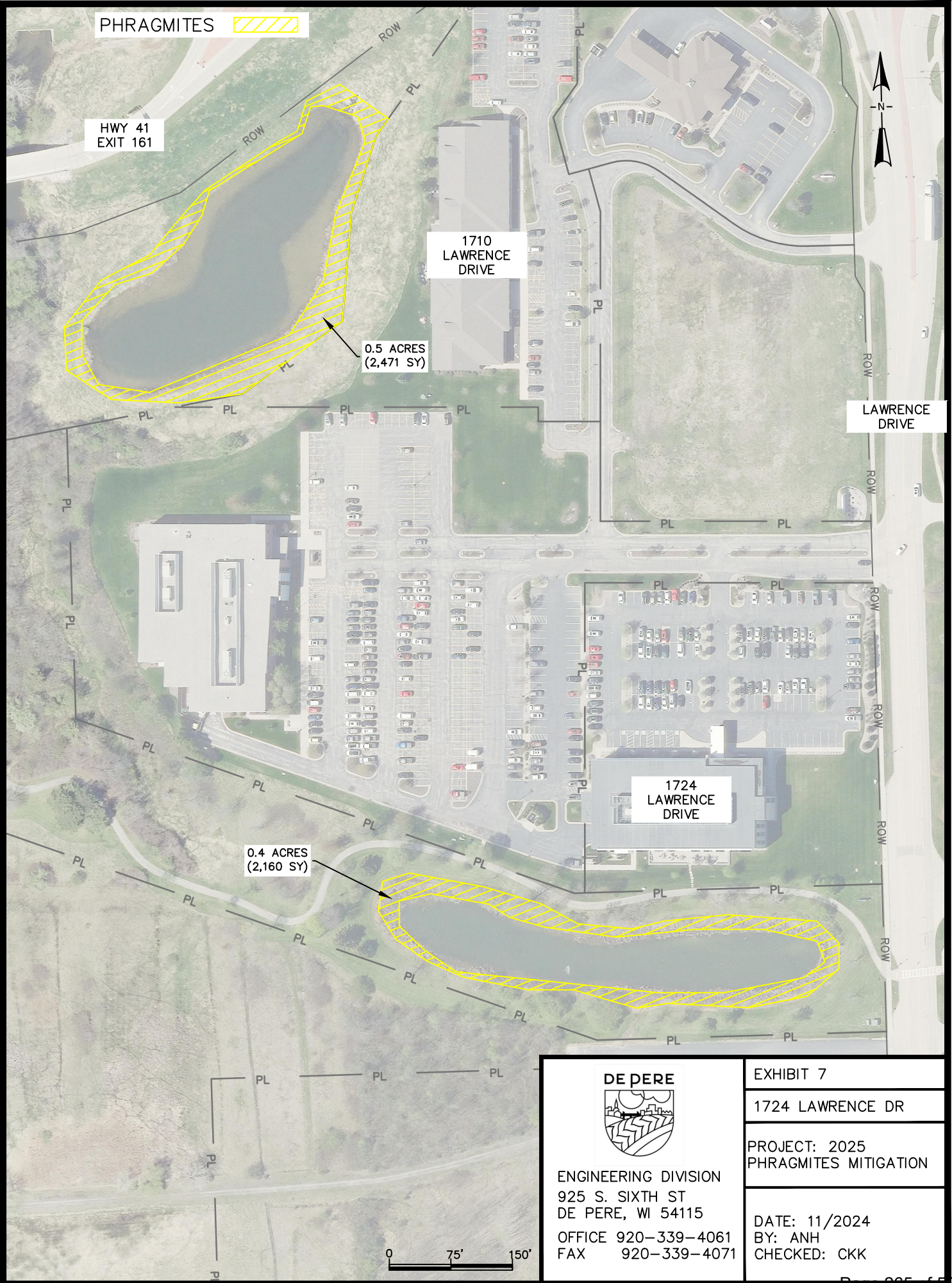
EXHIBIT 6

2080 PROFIT PL

PROJECT: 2025
PHRAGMITES MITIGATION

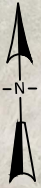
DATE: 11/2024
BY: ANH
CHECKED: CKK

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
(1,891 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

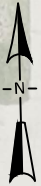
EXHIBIT 8

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

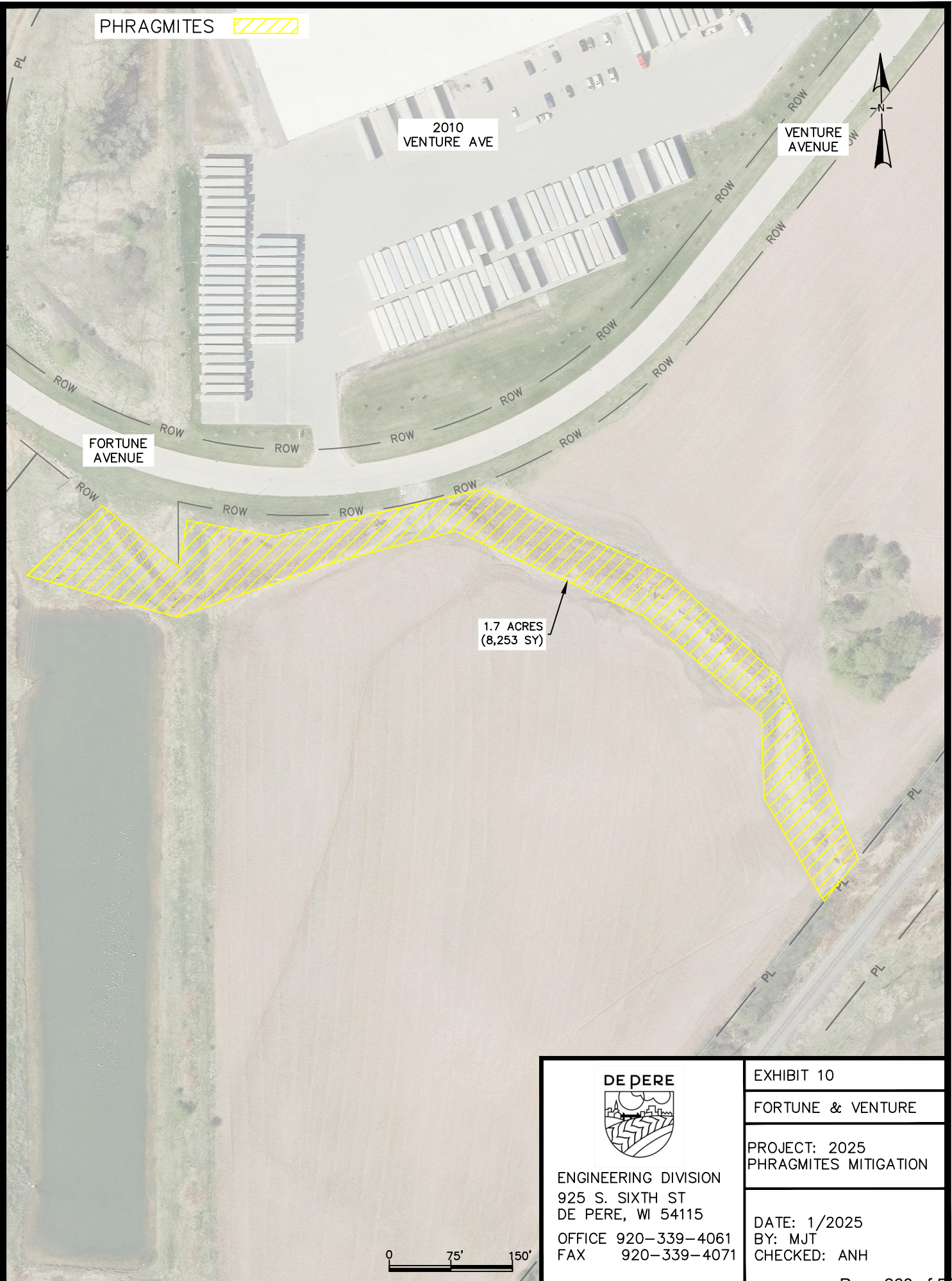
EXHIBIT 9

ACROSS 1218 GRANT ST

PROJECT: 2025
PHRAGMITES MITIGATION

DATE: 11/2024
BY: ANH
CHECKED: CKK

0 40' 80'



PHRAGMITES

2010
VENTURE AVE

VENTURE
AVENUE

FORTUNE
AVENUE

1.7 ACRES
(8,253 SY)

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

**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

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

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 Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-19 Authorizing Agreement with EV Large Pest Control LLC (Storm Water Facilities Trapping Services).
RECOMMENDED ACTION: Authorize an agreement with EV Large Pest Control for 2025 Pond Trapping Services in the amount of \$6,200

The Board of Public Works at the February 10, 2025 meeting approved accepting the proposal from EV Large Pest Control for 2025 Pond Trapping Services in the amount of \$6,200 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

Reso25-19, EV Large Pest Control, LLC(Trapping Services)2-12-25, 2025 Pond Trapping RFP_Exhibits_Agreement, Exhibit B-EV Large Pest, BOPW Trapping Proposal Memo, 2025 Trapping Proposal Summary

RESOLUTION #25-19

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND EV LARGE PEST CONTROL LLC
(2025 Storm Water Facilities Trapping Services)

WHEREAS, the City is in need of retaining trapping services at its storm water detention ponds to protect against muskrat damage to pond embankments and vegetation near its storm water facilities; and

WHEREAS, EV Large Pest Control LLC has available and offers to provide personnel and equipment necessary to accomplish said trapping services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into an Agreement for Contractor Services Between the City of De Pere and EV Large Pest Control, LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/10/2025

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND EV LARGE PEST CONTROL LLC
(Storm Water Facilities Trapping Services)**

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between the City of De Pere, Wisconsin, a Wisconsin municipal corporation ("City"), and EV Large Pest Control LLC, a Wisconsin limited liability corporation ("Contractor").

WITNESSETH

WHEREAS, the City is in need of retaining trapping services at its storm water detention ponds to protect against muskrat damage to pond embankments and vegetation near its storm water facilities; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish trapping services within the required timeframe.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT AND SCOPE OF CONTRACTOR SERVICES

The project is for muskrat trapping services at City storm water facilities and Contractor agrees to perform those services as described in City's Request for Proposals attached hereto and incorporated as Exhibit A and Contractor's Proposal thereto attached as Exhibit B. No standard terms or conditions are incorporated into this Agreement unless such term is specifically written into the Agreement. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described, such changes will be incorporated into this Agreement only by written amendment, signed by the parties. Such writing shall include the scope of the work to be done, the schedule for commencing and completing the work and the basis for compensation for such work.

II. CITY OBLIGATIONS

City agrees to trim vegetation around ponds as needed, with advance notice required from Contractor in order to schedule required trimming.

III. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall complete two trapping periods, one in the spring of 2025 and the second in the fall of 2025, at each site as designated in Exhibit A with each period lasting seven days, following Wisconsin Trapping Regulations as set forth by the Wisconsin Department of Natural Resources to meet the time requirements of the City. Contractor shall, at the completion of each trapping

period, provide a report to the City summarizing the date of each trapping period and the number of muskrats removed from each pond. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay performance, Contractor shall so inform the City in writing.

IV. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as provided in Exhibit B. Services shall be billed at the conclusion of each trapping session. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

V. INSURANCE

A. The Contractor 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, with per occurrence limits of \$1,000,000, with additional umbrella liability insurance coverage 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. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

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.

VI. INDEMNIFICATION

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.

VII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of persons and firms performing subcontract work.

VIII. 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 Contractor without the prior written consent of the other.

IX. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- A. 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.

- B. **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.

X. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor 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.

XI. 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.

XII. 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.

XIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

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

If to Contractor:

EV Large Pest Control LLC
Attn: Eric Vanderwalker
1000 West Glendale Avenue
Appleton, WI 54914

XIV. TERMINATION

This Agreement shall terminate as of December 19, 2025.

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

EV LARGE PEST CONTROL LLC

By: _____
Eric Vanderwalker, Managing Member

CITY OF DE PERE, WISCONSIN

By: _____
Lawrence M. Delo, City Manager

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

Eric R. Erdman, Interim City Attorney

J:\Law\Agreements\2025\Contractor\EV Large Pest Control, LLC(Trapping Services)2-12-25.docx

**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:_____

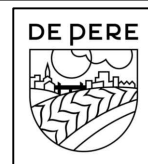
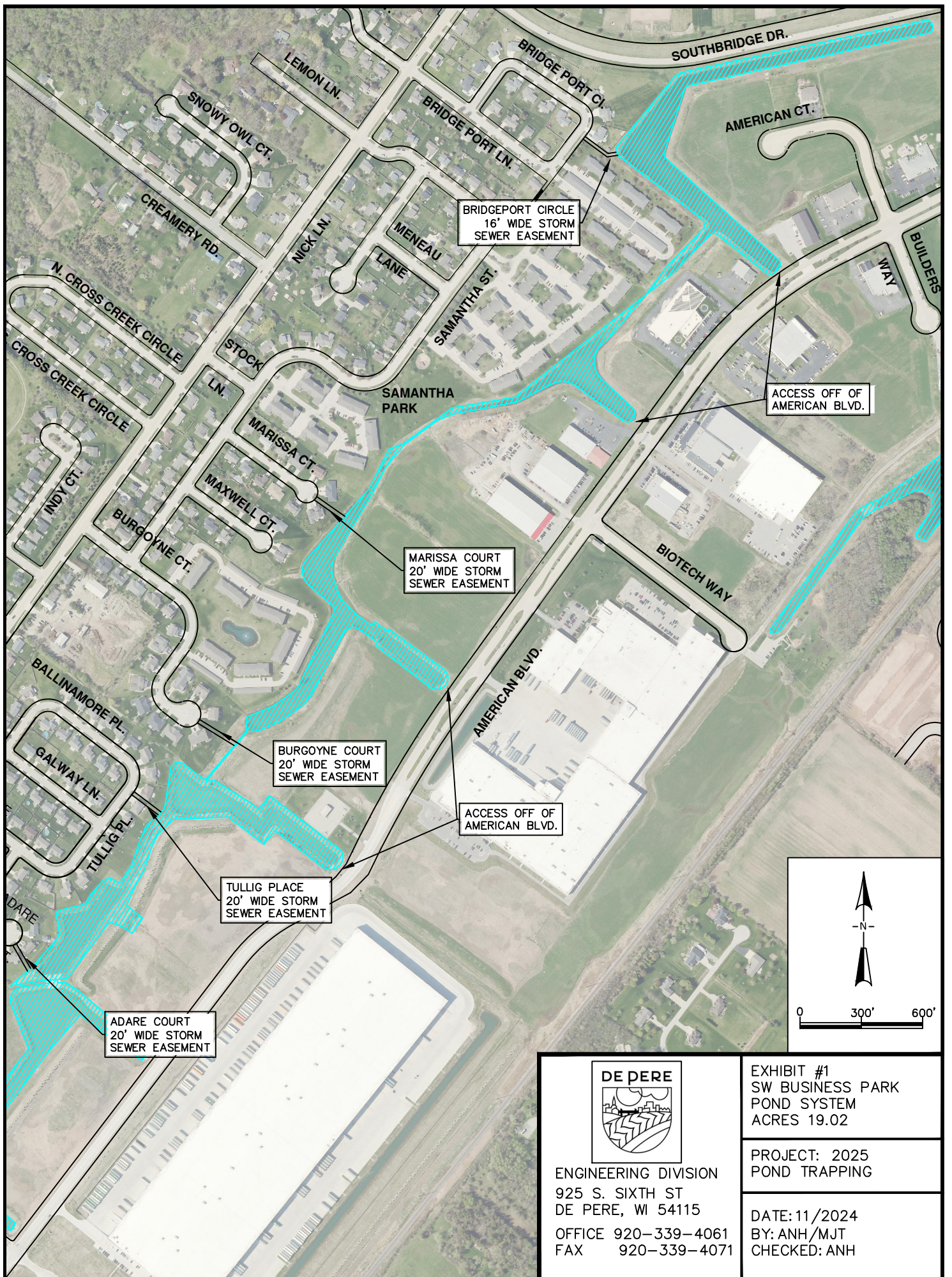
Company Address:_____

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				\$

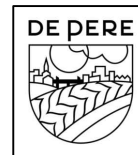
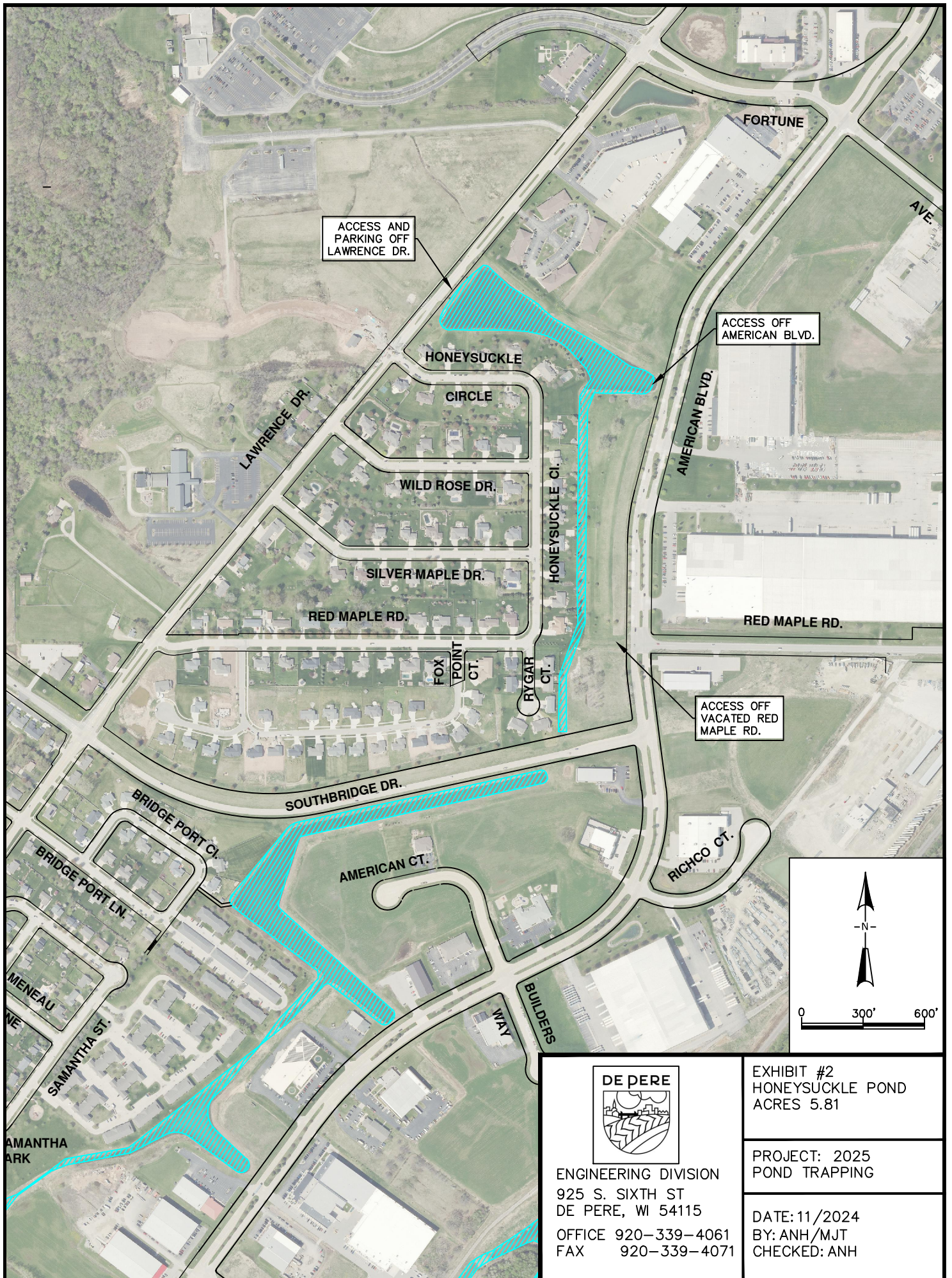


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #1
SW BUSINESS PARK
POND SYSTEM
ACRES 19.02

PROJECT: 2025
POND TRAPPING

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

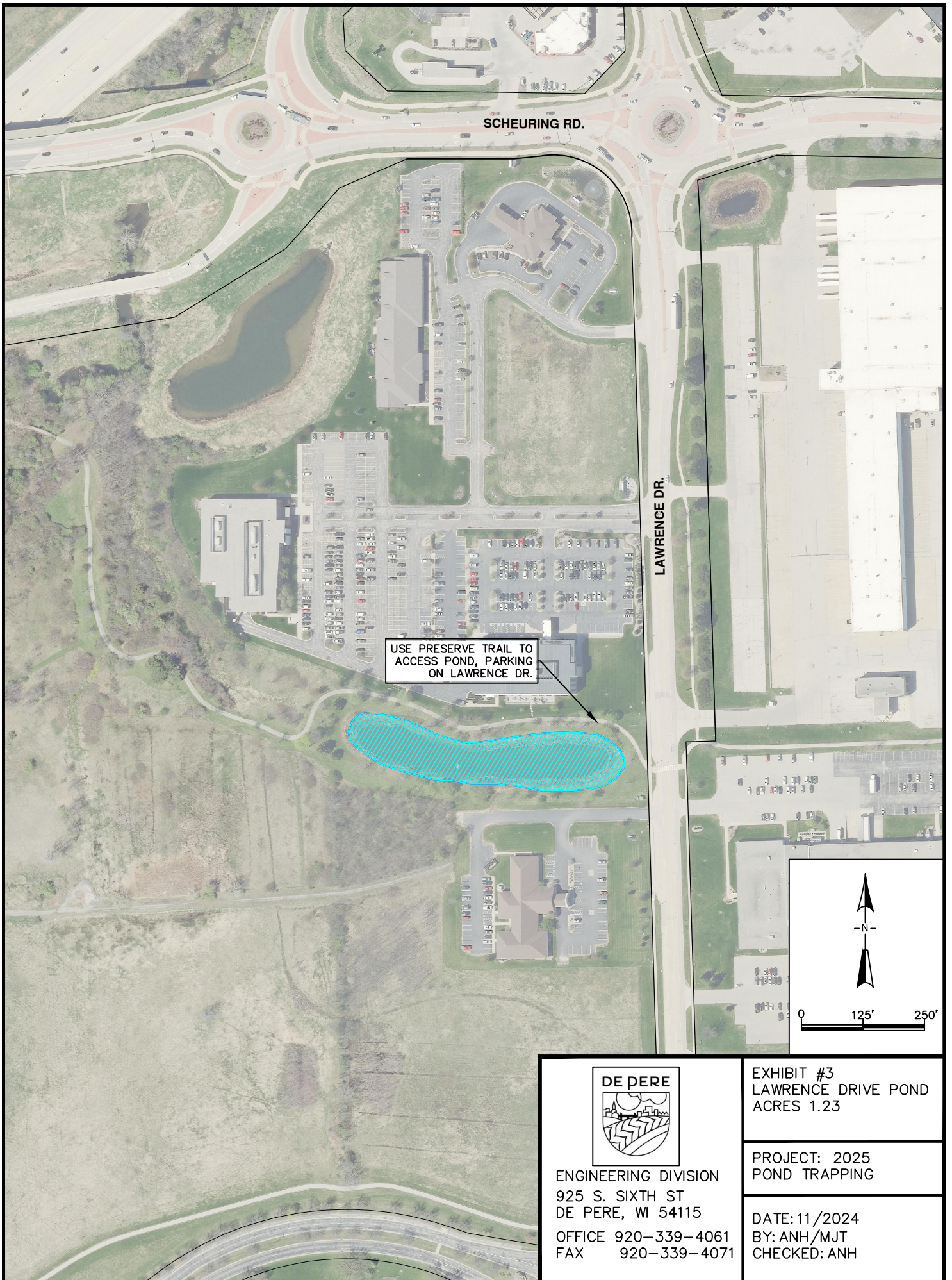


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

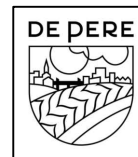
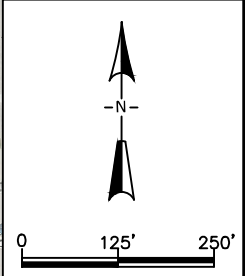
EXHIBIT #2
HONEYSUCKLE POND
ACRES 5.81

PROJECT: 2025
POND TRAPPING

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



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

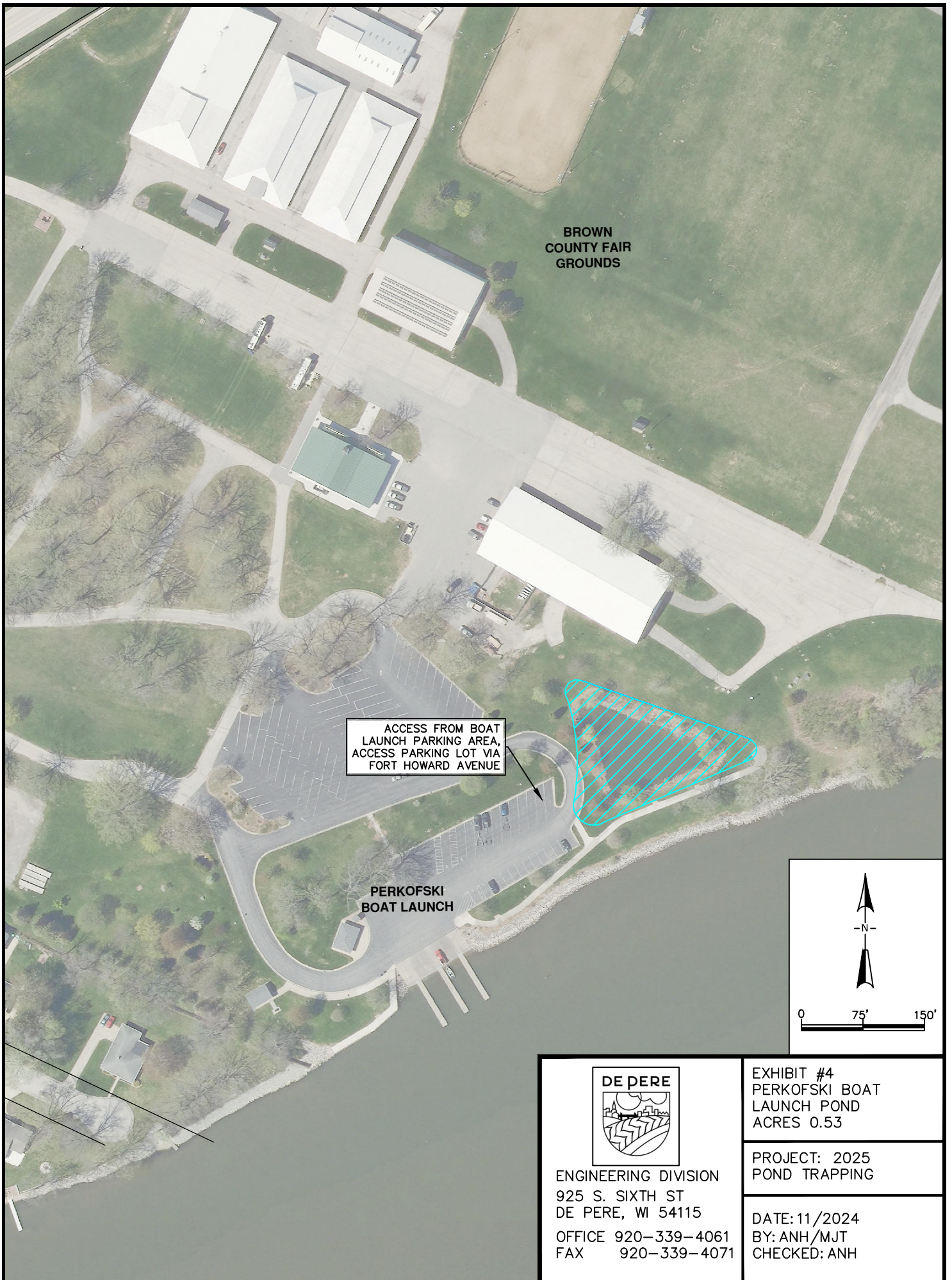


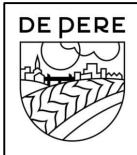
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #3
LAWRENCE DRIVE POND
ACRES 1.23

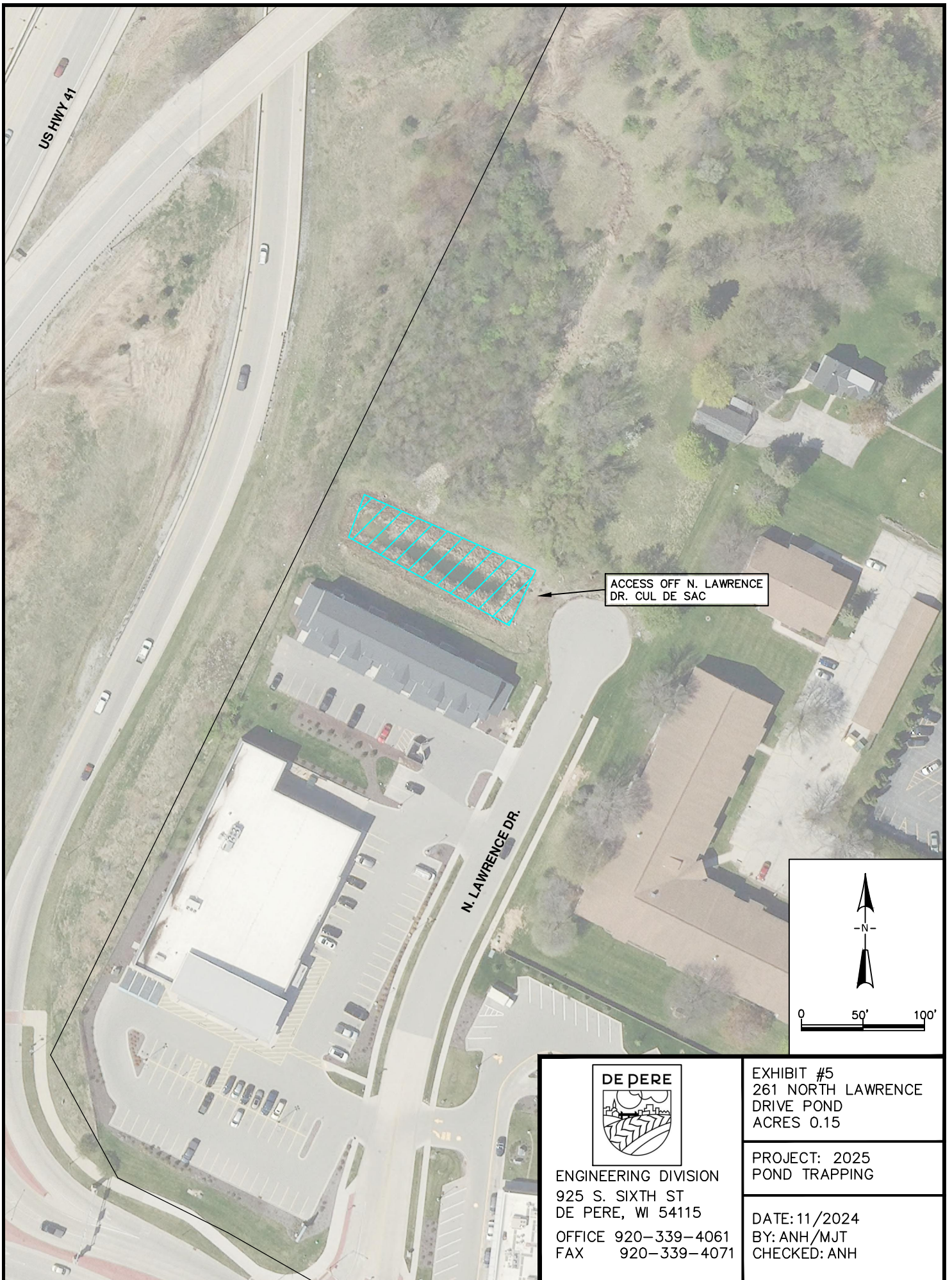
PROJECT: 2025
POND TRAPPING

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

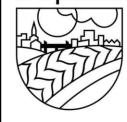


	EXHIBIT #4 PERKOFSKI BOAT LAUNCH POND ACRES 0.53
	PROJECT: 2025 POND TRAPPING
	DATE: 11/2024 BY: ANH/MJT CHECKED: ANH

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



DE PERE



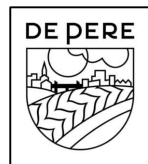
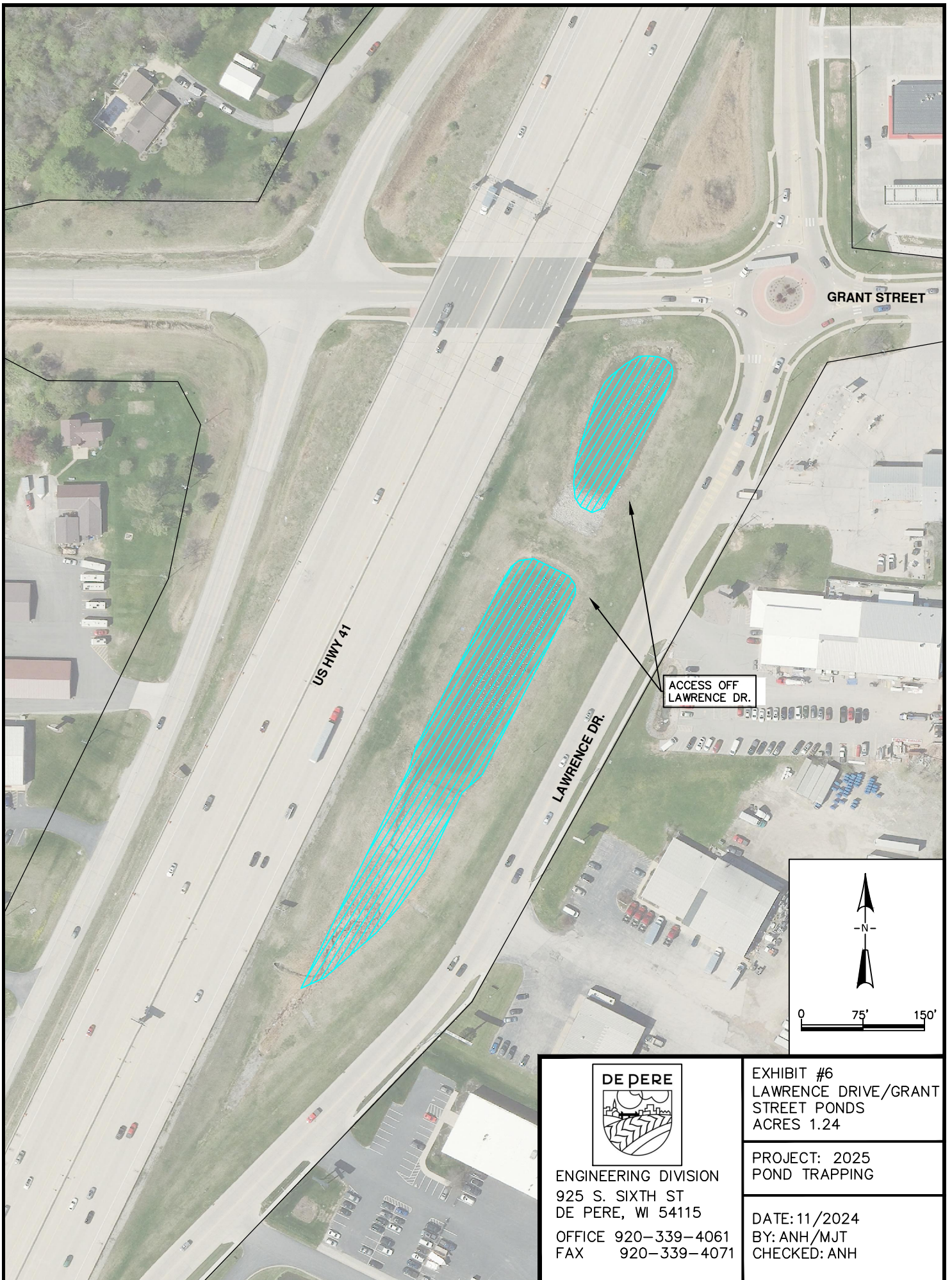
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115

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

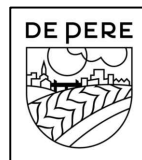
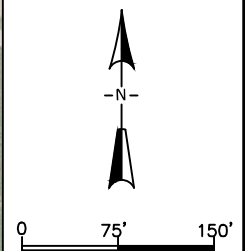
KILLARNY TR.

ACCESS OFF
KILLARNY TR.

TRAILSIDE LN.

CTH PP

ACCESS OFF
TRAILSIDE LN.

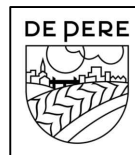
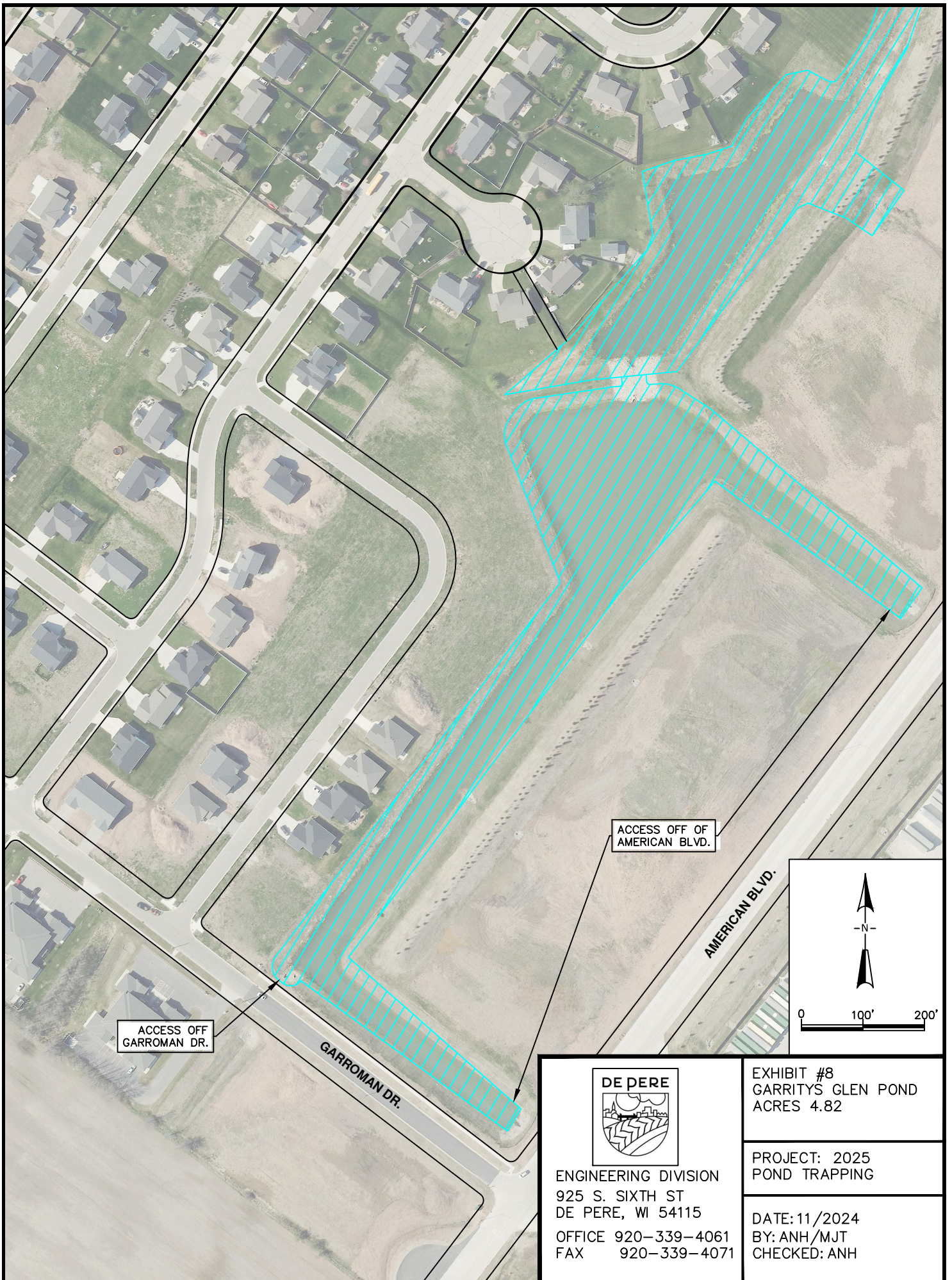


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #7
TRAILSIDE LANE POND
ACRES 1.14

PROJECT: 2025
POND TRAPPING

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



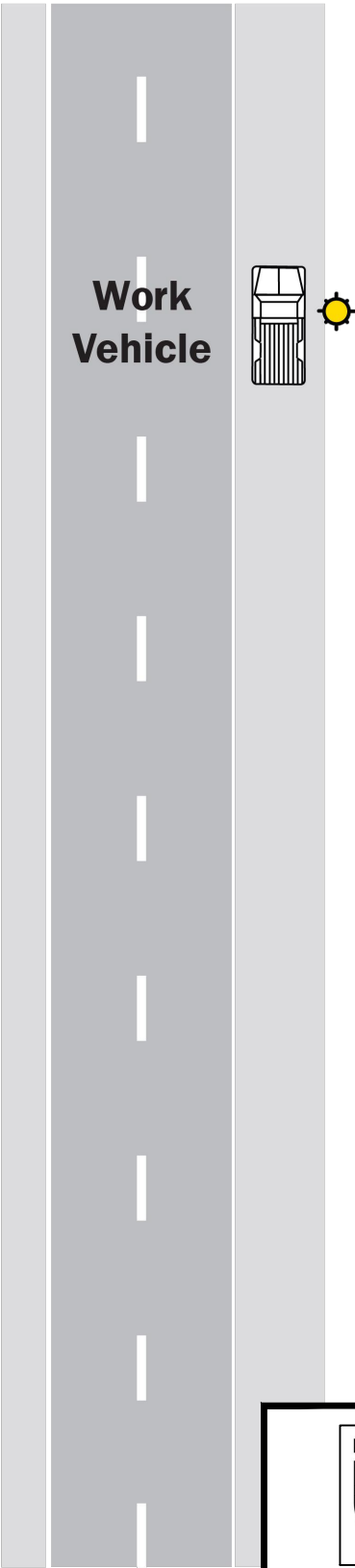
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

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

Proposed Fee Schedule

Company Name: EV Large Pest Control, LLC

Company Address: 1000 W Glendale Ave.

Company Address: Appleton WI 54914

Company Representative: Eric Vanderwalker - Owner

Signature: _____

Item #	Description	Unit	Quantity	Total
Spring 2025 Trapping				
Spring-1	SW Business Park Pond System	ACRES	19.0	\$ 1,000.00
Spring-2	Honeysuckle Pond and Swale	ACRES	5.8	\$ 300.00
Spring-3	Lawrence Drive Pond	ACRES	1.2	\$ 300.00
Spring-4	Perkofski Boat Launch Pond	ACRES	0.5	\$ 300.00
Spring-5	261 N Lawrence Drive Pond	ACRES	0.2	\$ 300.00
Spring-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$ 300.00
Spring-7	Trailside Lane Pond	ACRES	1.1	\$ 300.00
Spring-8	Garrity's Glen Pond	ACRES	4.8	\$ 300.00
Fall 2025 Trapping				
Fall-1	SW Business Park Pond System	ACRES	19.0	\$ 1,000.00
Fall-2	Honeysuckle Pond and Swale	ACRES	5.8	\$ 300.00
Fall-3	Lawrence Drive Pond	ACRES	1.2	\$ 300.00
Fall-4	Perkofski Boat Launch Pond	ACRES	0.5	\$ 300.00
Fall-5	261 N Lawrence Drive Pond	ACRES	0.2	\$ 300.00
Fall-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$ 300.00
Fall-7	Trailside Lane Pond	ACRES	1.1	\$ 300.00
Fall-8	Garrity's Glen Pond	ACRES	4.8	\$ 300.00
PROPOSAL TOTAL				\$ 6,200.00

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 Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-20 Authorizing Contractor Agreement with Railworks Track Systems LLC (Spur Line Maintenance Services).
RECOMMENDED ACTION: Authorize an agreement with Railworks Track System for 2025-2027 Spur Line Maintenance Services

The Board of Public Works at the February 10, 2025 meeting approved accepting the proposal from Railworks Track System for 2025-2027 Spur Line Maintenance Services and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

Reso25-20, Railworks Track Systems(Rail Spur Maintenance)2-13-25, CE_RFP-2025-Spur-Line-Maintenance-Form, City of De Pere Spur Line - Railworks, 2025 0210
CI_BOPW_Spur_Line_Maintenance, City of De Pere Spur Line - North Shore

RESOLUTION #25-20

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND RAILWORKS TRACK SYSTEMS LLC
(Spur Line Maintenance)

WHEREAS, the City is in need of spur line maintenance and repair services for City's two spur tracks that provide service to the West Business Park; and

WHEREAS, RailWorks Track Systems LLC has available and offers to provide personnel and equipment necessary to accomplish said maintenance and repair services throughout 2025, 2026 and 2027; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and Clerk-Treasurer are authorized and directed to enter into such Agreement for Contractor Services Between the City of De Pere and RailWorks Track Systems LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/10/2025

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND RAILWORKS TRACK SYSTEMS LLC
(Spur Line Maintenance)**

THIS AGREEMENT made and entered into this _____ day of February, 2025, by and between the City of De Pere, Wisconsin, a Wisconsin municipal corporation ("City"), and RailWorks Track Systems LLC, a foreign limited liability company, authorized to do business in Wisconsin ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform spur line repair and maintenance services to City's two spur tracks providing service to the West Business Park throughout 2025, 2026 and 2027 as described in the City's Request for Proposals attached hereto and incorporated herein 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 dated January 30, 2025, attached hereto and incorporated herein as Exhibit B. Itemized billings shall be submitted monthly with defined work for each fee including a functionally complete project. 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. Fees for years 2026 and 2027 of this Agreement shall be calculated using the prior year's Consumer Price Index.

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

If to Contractor:

RailWorks Track Systems LLC
Attn: Edward Hausen, Project Manager
1871 Corfin Drive
Green Bay, WI 54302

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

[signatures to follow on next page]

RailWorks Track Systems LLC
Spur Line Maintenance
Page 5

RAILWORKS TRACK SYSTEMS LLC

By:

Edward Hausen Jr.
Project Manager

CITY OF DE PERE

By:

Lawrence M. Delo, City Manager

Carey E. Danen, City Clerk

Approved as to Form:

Eric R. Erdman, Interim City Attorney

J:\Law\Agreements\2025\Contracts\RailWorks Track Systems(Rail Spur Maintenance)2-13-25.docx

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: _____

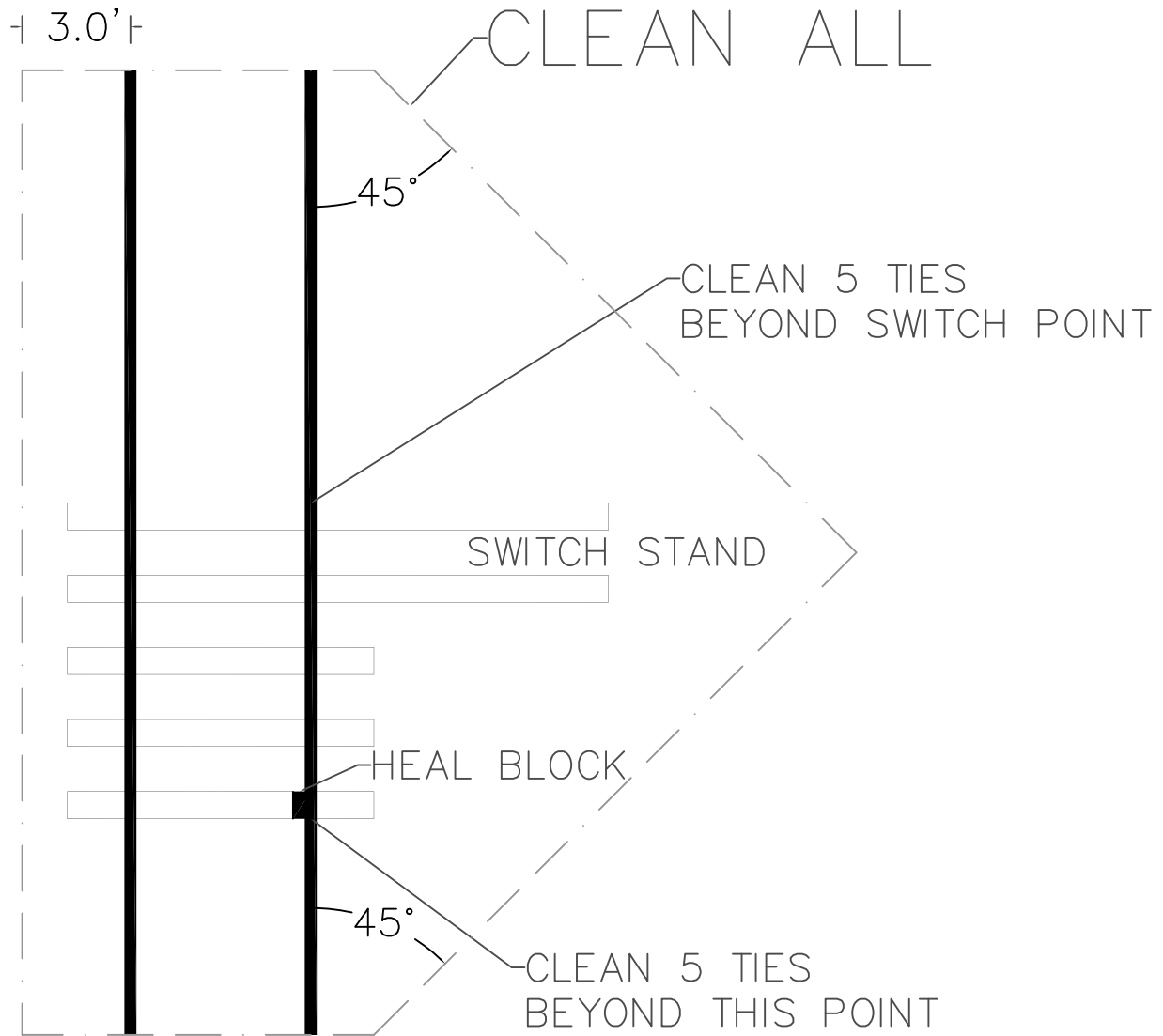
Company Address: _____

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

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

RAILWORKS TRACK SYSTEMS -Wisconsin

1871 Cofrin Drive

Green Bay, Wisconsin 54302

Phone: 920-465-0812

Fax: 920-465-0838

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

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)



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

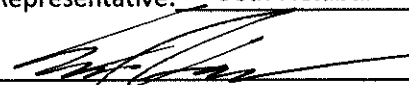
Proposed Fee Schedule

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 $\geq$ 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



City of De Pere, Wisconsin

I.22

Request for Common Council Action

MEETING DATE:	February 19, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schlein, City Planner/Zoning Administrator
SUBJECT:	Resolution #25-21 Approving Public Utility Easement (Parcel WD-D0035-1).
RECOMMENDED ACTION:	Requesting Common Council approval of WPS Utility Easement at 2200 Block of Southbridge Road (Parcel WD-D0035-1)

ATTACHMENTS:

Reso25-21, PC Report, Application and Supporting Documents

RESOLUTION #25-21

APPROVING PUBLIC UTILITY EASEMENT TO WISCONSIN PUBLIC SERVICE
(Parcel No. WD-D0035-1; 2200 Block Southbridge Road)

WHEREAS, to facilitate development and planned construction of the southern bypass, a formal request has been made by Wisconsin Public Service for a 12-foot-wide utility easement to accommodate all street fronted utilities for construction and maintenance of overhead and underground electrical, natural gas, telephone and cable facilities; and

WHEREAS, Wisconsin Public Service has submitted the attached Easement for new overhead and underground facilities on City-owned Parcel WD-D0035-1 for consideration and approval; and

WHEREAS, this matter has been reviewed by the Plan Commission which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the Easement, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

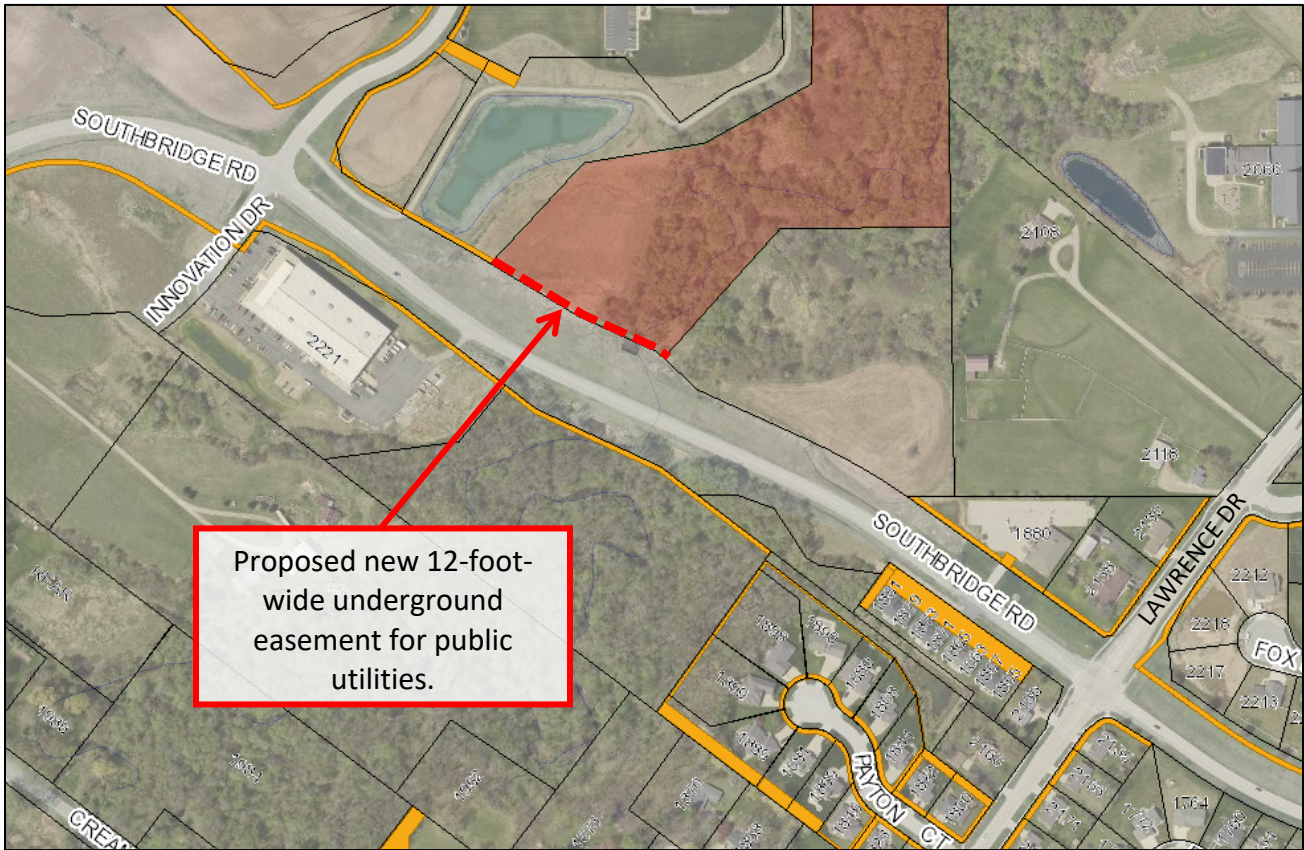
Ayes: _____

Nays: _____

Plan Commission Approval: 01/27/2025

ITEM 5: Consideration and possible action for a new 12-foot-wide public utility easement on the north side of 2200 BLK Southbridge RD (Parcel WD-D0035-1).*

SITE MAP



REQUESTED ACTION:	New 12-foot-wide public utility easement.	
COMMON DESCRIPTION:	2200 BLK Southbridge RD, between Innovation CT and Lawrence DR.	
ZONING:	CON (Conservancy District) with a pre-existing Planned Development District overlay.	
SURROUNDING LAND USES:	Natural areas (CON) to the north, south, and east. Stormwater management pond (CON) to the west. Offices (O) to the northwest. Commercial (C) to the southwest.	
COMPREHENSIVE PLAN:	Institutional/Governmental Facilities	
APPLICANT/OWNER:	<u>Applicant</u> Michelle Somers SR/WA Right of Way Agent WEC Energy Group PO BOX 1900 Green Bay, WI 54307-9011	<u>Property Owner</u> City of De Pere ATTN: Peter Schlein, Senior Planner 335 S Broadway ST De Pere, WI 54115

LAND USE HISTORY: The property developed as an undeveloped conservancy.

STAFF REVIEW:

Summary

The Wisconsin Public Service Corporation (WPS) is requesting a new 12-foot-wide public utility easement along the street fronted property line of City owned Parcel WD-D0035-1. The easement is needed by WPS prior to the development of the southern bypass. The easement is proposed to accommodate all street fronted utilities, similar to how street fronted easement area created in CSMs.

Details

The creation of a proposed new public utility easement on City owned property is reviewed by both Plan Commission and Common Council. An easement document and exhibit are included with the report for Plan Commission consideration prior to consideration by the Common Council.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the 12-foot-wide public utility easement and forwarding the recommendation to the Common Council for final approval. The final easement language will be subject to the final approval of the City Attorney's office.



Planning/Zoning Application

Planning & Zoning Department

Submitted On:

Dec 26, 2024, 01:00PM EST

Parcel Number: (Include ALL parcels)	WD-D0037-2 & WD-D0035-1
Nearest property address to the project site:	Street Address: Southbridge Rd City: De Pere State: W Zip: 54115
Check each project type that is being applied for:	Easement
Is this project creating a new easement or releasing an existing easement?	New Easement
Current De Pere Zoning Districts:	CON
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
Proposed Site Land Uses:	Undeveloped/Vacant/Agricultural Public & Civic
Does the project comply with the Comprehensive Plan?	No
Has City Staff been contacted for a preapplication meeting?	No
Property Owner:	First Name: City Last Name: De Pere
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 335 S Broadway St City: De Pere State: W Zip: 54115
Property Owner's Phone Number:	920-339-4043
Property Owner's Email Address:	pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	No
Please attach an EXHIBIT MAP	

with the easement boundary.		EXHIBIT A_City of De Pere_LI 3325927_3417323.pdf
Please attach a WORD DOCUMENT with the boundary legal description and a description about why the easement change is needed.		LEGAL DESCRIPTION_City of De Pere_LI 3325927_3417323.docx
How do you plan on paying for your application?		Mail a check
Total Due:		\$375.00
Signature Data	First Name: Michelle Last Name: Somers Email Address: michelle.somers@wecenergygroup.com	
		
		Signed at: December 26, 2024 12:58pm America/New_York
User's Session Information		IP Address: 156.76.223.130 Referrer URL:

3325927

**Public Utility
Easement**

KNOW ALL MEN BY THESE PRESENT, that the undersigned, Owners of the hereinafter described property and grantors herein, for good and valuable consideration, the receipt of which is hereby acknowledged, do grant, convey a non-exclusive easement granted to Wisconsin Public Service Corp., a Wisconsin Corporation and other Public Utilities, grantee(s) including but not limited to electric, natural gas, communications, etc, grantees herein a perpetual easement over, under and through the following described property:

A Public Utility Easement located in part of Lot 1 of Certified Survey Map No. **2316** Recorded in the **Brown** County Register of Deeds Volume **10** of Certified Survey Maps on Page **329** as Document 968553, being part of Government Lot **2** of Section **31** Township **23 North**, Range **20 East**, City of **De Pere**, County of **Brown**, State of **Wisconsin**, more fully described as follows:

Commencing at the South quarter (S 1/4) corner of Section 31, Township 23 North, Range 20 East; thence N00°48'06"W along the North-South quarter line of said Section 31, a distance of 339.25 feet; thence S89°11'54"W, a distance of 677.41 feet to a point on the East line of Lot 1 of Certified Survey Map No. 2316, recorded in the Brown County Register of Deeds Volume 10 of Certified Survey Maps on Page 329 as Document Number 968553, and the POINT OF BEGINNING (P.O.B.).

(The following calls are intended to be 6.00 feet North of and parallel to the North right-of-way line of Southbridge Road (variable width))

Thence N46°57'50"W, a distance of 22.86 feet; thence N65°38'10"W, a distance of 206.44 feet; thence N59°09'26"W, a distance of 237.48 feet to a point on the West line of said Lot 1 of Certified Survey Map No. 2316, and the POINT OF TERMINATION (P.O.T.).

All easement side lines are intended to extend to or shorten to the terminating property lines.

Said easement is portrayed on a map marked "Exhibit" attached hereto and incorporated herein as part of this document.

This perpetual deed of easement, which shall run with the land, and be binding to their respective

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)

WD-D0035-1

successors and assigns of all parties hereto, is granted upon the following conditions.

1. To construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

City of De Pere, a Wisconsin Municipal Corporation

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)
OF)
COUNTY)
OF)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ City of De Pere, a Wisconsin Municipal Corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

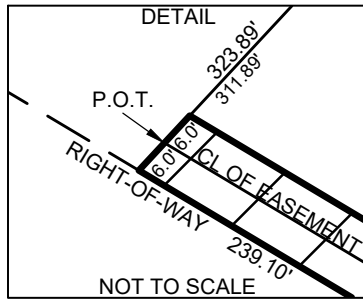
My Commission expires:

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

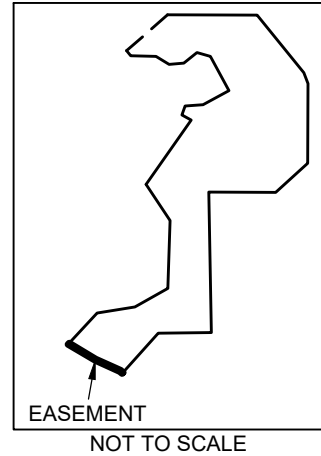
REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1481105	WMIS-3417323	3325927	INT11-481-105

EXHIBIT "A"

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2316, RECORDED IN THE BROWN COUNTY REGISTER OF DEEDS VOLUME 10 OF CERTIFIED SURVEY MAPS ON PAGE 329 AS DOCUMENT NUMBER 968553; BEING PART OF GOVERNMENT LOT 2 OF SECTION 31, TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, COUNTY OF BROWN, STATE OF WISCONSIN



LOCATION MAP:
TPN WD-D0035-1



N 1/4 CORNER
SECTION 31
T23N, R20E

TPN WD-D0035-1
LOT 1
CSM 2316
VOL. 10 PG. 329
DOC. 968553

GOV'T LOT 2
SECTION 31

P.O.T.
(TERMINATES AT
WEST LINE)

DETAIL

RIGHT-OF-WAY

323.89'
PROPERTY LINE

N59°09'26"W
237.48'

239.10'

6.0' 12.0'

6.0'

SOUTHBRIDGE ROAD
(VARIABLE WIDTH R.O.W.)

CENTERLINE OF ROAD

N65°38'10"W
206.44'

N46°57'50"W
205.79'

22.86'

22.00'

410.97'

S89°11'54"W
677.41'

P.O.B.
(BEGINS AT
EAST LINE)

4784.32'

NORTH-SOUTH 1/4 LINE, SECTION 31

5123.57'

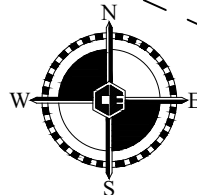
339.25'

N00°48'06"W

S 1/4 CORNER
SECTION 31
T23N, R20E

LEGEND

P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION
TPN TAX PARCEL NUMBER
EASEMENT AREA



0 50 100 200

1 INCH = 100 FEET

WR NUMBER: 3417323

DOC ID: 3325927

EASEMENT AREA: ± 5,601 SQ.FT. / ± 0.129 ACRES

CEC PROJ: 241091

Page 1 of 2



COLEMAN ENGINEERING COMPANY
IRON MOUNTAIN • IRONWOOD • GREEN BAY
835 Circle Drive, Iron Mountain, Michigan
www.coleman-engineering.com

PREPARED FOR:

Wisconsin Public
Service Corporation



2830 S. Ashland Ave
P.O. BOX 1900
Green Bay, WI
54307-9011

DRAWN BY:
JMR

CHECKED BY:
CJP

DATE:
1/9/2025

BEARINGS ARE BASED ON BROWN
COUNTY COORDINATE SYSTEM

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LEGAL DESCRIPTION FOR THE CENTERLINE OF A 12 FOOT WIDE EASEMENT AREA

Commencing at the South quarter (S 1/4) corner of Section 31, Township 23 North, Range 20 East; thence N00°48'06"W along the North-South quarter line of said Section 31, a distance of 339.25 feet; thence S89°11'54"W, a distance of 677.41 feet to a point on the East line of Lot 1 of Certified Survey Map No. 2316, recorded in the Brown County Register of Deeds Volume 10 of Certified Survey Maps on Page 329 as Document Number 968553, and the POINT OF BEGINNING (P.O.B.).

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WR NUMBER: 3417323

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EASEMENT AREA: ± 5,601 SQ.FT. / ± 0.129 ACRES

CEC PROJ: 241091

Page 2 of 2



COLEMAN ENGINEERING COMPANY

IRON MOUNTAIN • IRONWOOD • GREEN BAY
835 Circle Drive, Iron Mountain, Michigan
www.coleman-engineering.com

PREPARED FOR:

Wisconsin Public
Service Corporation



2830 S. Ashland Ave
P.O. BOX 1900
Green Bay, WI
54307-9011

DRAWN BY:
JMR

CHECKED BY:
CJP

DATE:
1/9/2025

BEARINGS ARE BASED ON BROWN
COUNTY COORDINATE SYSTEM



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Development Services
FROM:
SUBJECT: Resolution #25-22 Authorizing AIA Document B101-2017 between the City of De Pere and GRAEF-USA, Inc.
RECOMMENDED ACTION: Recommendation from Finance/Personnel Committee to award design and construction administration of a public parking structure at 230 North Wisconsin Street to GRAEF-USA, Inc.

At its meeting on December 10, 2024, the Finance/Personnel Committee voted unanimously to award the design and construction administration contract to the GRAEF/Berners-Schober/ECS team.

ATTACHMENTS:

Reso25-22, B101-2017 - De Pere Parking Facility - clean 2.13.25, GRAEF Proposal, DJL Memo to F-P 12-10-24, EUA Walker Proposal

RESOLUTION #25-22

AUTHORIZING AIA DOCUMENT B101-2017 STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT WITH GRAEF-USA, INC.

WHEREAS, the City is in need of contracting with a consulting firm to perform design and construction administration services for the design and construction of a public parking structure on City-owned Parcel No. ED-875 at 230 North Wisconsin Avenue; and

WHEREAS, GRAEF-USA, Inc. has available and offers to provide qualified personnel and professional assistance necessary to accomplish such services within the required timeframe, pursuant to the terms and conditions of the Standard Form of Agreement between Owner and Architect negotiated by the parties; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is authorized and directed to execute the AIA Document B101–2017 Standard Form of Agreement Between Owner and Architect with GRAEF-USA, Inc. as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 12/10/2024

DRAFT AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 22nd day of January in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

« »

and the Architect:
(Name, legal status, address and other information)

GRAEF-USA, Inc.
The Avenue
275 W. Wisconsin Ave., Ste 300
Milwaukee, Wisconsin, 53203

for the following Project:
(Name, location and detailed description)

City of De Pere Parking Facility
200 Block of N. Wisconsin St. and 5000 Block of William St.
De Pere, Wisconsin, 54115

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information ("Initial Information") set forth in this Article 1, in the scope of architectural/engineering design services contained in the Owner's Request For Proposals Consulting Services – Architecture and Engineering Design Services dated November 5, 2024 (the "RFP"), the proposed work plan contained in the Architect's proposal dated December 2, 2024 (the "Proposal") and the summary of professional services provided in the budget information section. Copies of the RFP and the Proposal are attached hereto as Exhibit A and Exhibit B, respectively, and are hereby incorporated by reference.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Design a public parking garage with a minimum of 220 parking spaces that combines high aesthetic appeal with functionality, seamlessly integrating into the urban character and vision for Downtown De Pere.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Parcel Number ED-875, which is a parcel of land approximately 130-feet wide by 260' feet long, north of the existing Associated Bank, set between North Wisconsin Street and North Michigan Street and between William Street and James Street in Downtown De Pere. The site is the former location of a Shopko retail store.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Total Project budget is **Nine Million Dollars (\$9,000,000.00).**

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design Kickoff Meeting with City of De Pere: Week of January 13, 2025
Phase 1- Conceptual Design: January 31, 2025
Phase 1 – 30% Design: March 11, 2025
Phase 1 – 60% Design: Week of May 5, 2025
Phase 1 – 90% Design: Week of May 26, 2025
Phase 1 – 100% Design: Week of June 30, 2025
Phase 1 – Final Design Approval: Week of July 7, 2025

.2 Construction commencement date:

Phase 3 – Construction Management: Week of July 22, 2025

.3 Substantial Completion date or dates:

« June 30, 2026 »

.4 Other milestone dates:

Phase 2 – Issue Invitation to Bid: Week of July 22, 2025

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk with Guaranteed Maximum Price along with compliance with public bidding process for public construction.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Employ sustainability features into the design for the City of De Pere to achieve Parksmart Bronze Certification. Approximately one-third of the required points for certification can be earned through sustainability design elements, another third through the Construction Manager's use of local materials and labor, and the final third through the Owner's management programs and initiatives.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Mr. Daniel J. Lindstrom, AICP
Director of Development Services
City of De Pere
335 S. Broadway
De Pere, WI 54115
Tel: (920) 339-4043 x3
email: dlindstrom@deperewi.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Architect to provide.

.2 Civil Engineer:

Architect to provide.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Jason L. Gross, PE, SE, Parksmart Advisor

Principal

GRAEF-USA

275 W. Wisconsin Avenue, Suite 300

Milwaukee, WI 53203

Direct: (414) 266-9156

Mobile: (414) 331-8331

Email: jason.gross@graef-usa.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architectural Subconsultant:

Ian Griffiths, AIA, RIBA, LEED AP BD+C

President

Berners-Schober Associates, Inc

310 Pine St.

Green Bay, WI 54301

Direct: (920) 432-4865

Mobile: (920) 680-0516

.2 Geotechnical Engineer Subconsultant:

Mark King, PE

Group Manager

ECS Midwest, LLC

1280 Parkview Rd.

Green Bay, WI 54304

Direct: (920) 280-2560

Mobile: (920) 360-3423

.3 Construction Cost Estimator

Tom Middleton
President
Middleton Construction Consulting
5600 N. River Rd., Suite 950
Rosemont, IL 60018
Direct: (608) 960-9444

§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

§ 1.1.12 Other Initial Information on which the Agreement is based:

See the Architect's Proposal dated December 2, 2024, attached hereto as Exhibit B and incorporated herein and made a part hereof ("Proposal")

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The Architect shall have the responsibility to agree upon and draft protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form and obtain final approval of the Owner of those protocols ("Digital Data Protocols"). Upon agreement of the parties, the protocols will become part of this Agreement. The parties may use, but are not required to use, AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 The Architect shall utilize building information modeling on the Project for the sole purpose of fulfilling its obligations set forth in this Agreement without an expectation that the model will be relied upon by the Owner or the Owner's other consultants or Construction Manager or other contractors. Any use or reliance on all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect acknowledges that the fee for Basic Services stated in Article 11 Compensation represents adequate and sufficient compensation for its, or its Consultants, timely provision of all Basic Services, including those identified in the RFP and Proposal attached as Exhibits A and B, respectively, and incorporated herein by reference, necessary to completely design the Project and prepare Construction Documents that indicate the requirements for construction of the Project, the only exceptions being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; (2) the cost of those engineering or consulting services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect); (3) those portions of the Services that are explicitly excluded in Proposal, or (4) any combination of (1), (2) and (3). The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.3.1 The Services provided by the Architect are deemed to be personal in nature. The Architect's Key Personnel on this Project are as follows:

Jason Gross – GRAEF-USA, Inc
Ian Griffiths - Berners-Schober Associates, Inc

Key Personnel shall not be replaced except in the case of death, disability or loss of employment (except where the Architect's Key Personnel are engaged by an affiliate of the Architect), and only upon written approval of the Owner as described herein, which approval shall not be unreasonably withheld. If one of the Key Personnel or other persons or entities under the Architect's or a Consultant's control violates the Owner's policies and procedures identified in this Agreement, Architect shall, upon the Owner's written request, immediately remove, or cause the removal, of that person and replace any such person or entity with a person or entity satisfactory to the Owner. The Owner's determination of such violation shall be exercised in its sole discretion. Should circumstances beyond the control of the Architect or a Consultant compel changes to the Architect's Key Personnel, the Architect shall submit the credentials of the Architect's proposed replacement for the Owner's approval, which approval shall not be unreasonably withheld, provided that a change of Key Personnel that is not acceptable to the Owner is a material breach of this Agreement. Notwithstanding the foregoing, the Owner and Architect acknowledge that, because of the multi-year duration of this Project some Key Personnel may be moved to different positions within the Architect's business or leave and be replaced by other persons. As long as the change is not as a result of the Architect assigning the Key Personnel to another project which requires removal of the Key Personnel from this Project, such change shall not a violation of this Section. The Owner understands and acknowledges that the Key Personnel identified here are not exclusive in any way to this Project and will be assigned to other projects, however such Key Personnel shall, subject to the foregoing, remain assigned to this Project as Key Personnel through the duration of the Project. The Architect has identified above a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's Representative shall not be changed without at least ten (10) business days' written notice to the Owner. The Architect's Representative shall have the authority to bind the Architect with respect to all matters requiring the Architect's approval or authorization. The Architect's Representative shall respond with reasonable promptness to all matters requiring its attention so as not to impede the design or construction schedules.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types or greater than the specified limits, the Owner shall pay the Architect as set forth in Section 11.9; however, the Architect acknowledges that the types and limits of the specified insurance below are normally maintained by the Architect.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage and provide coverage for claims including:

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations;
- .5 Deliberately omitted; and
- .6 consequential damages.

§ 2.5.1.1 The Architect's Commercial General Liability policy under this Section 2.5.1 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Deliberately omitted.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Deliberately omitted.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Deliberately omitted.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- .12 Claims for consequential damages.

§ 2.5.1.2 The Architect shall maintain an umbrella policy with limits of not less than Five Million Dollars (\$5,000,000.00).

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million (\$ 1,000,000)** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **One Million Dollars (\$ 1,000,000)** each accident, **One Million Dollars (\$ 1,000,000)** each employee, and **One Million (\$ 1,000,000)** policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **One Million Dollars (\$ 1,000,000)** per claim and **One Million Dollars (\$ 1,000,000)** in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in the RFP and Proposal and this Article 3, Article 4, and Section 6.4 and include without limitation usual and customary survey, civil, structural, geotechnical and foundation, mechanical, landscaping, plumbing, fire protection, and electrical engineering services. Services not set forth in this Article 3, Article 4, and Article 6.4 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project Team (defined below), and report progress to the Owner. Subject to the

Owner's approval, Architect shall implement the procedures, meetings, communications and other administrative approaches to delivering its Services. The Architect shall manage the Architect's Basic Services, consult with the Owner, Construction Manager, early trade partners and their Consultants as appropriate (sometimes collectively referred to as the "Project Team"), research applicable design criteria, attend and participate in Project Team meetings, communicate with members of the Project Team and report progress to the Owner and Contractor. However, none of the Architect's Services that are required to be performed under this Agreement for the benefit of the Project Team or any member of the Project Team other than the Owner shall give rise to a contractual cause of action by the Project Team or any member thereof against the Architect or make them third party beneficiaries of the Architect's Services.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Project Team's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project and for review of Submittals and RFI's (defined below). Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental Authorities Having Jurisdiction (defined below) over the Project including the preparation of the required documents and timely obtaining the Owner's signature as needed. The Architect shall incorporate federal, state and local laws, codes, rules and regulations that are in effect as of the date of this Agreement in its design for the Project. The Architect shall be responsible for resolving, to the extent possible, any conflicts among such laws, codes, rules, and regulations. If the Architect cannot resolve a conflict, the Architect shall timely inform Owner in writing. As part of Basic Services, the Architect shall consider in its design those elements that are typically expected in parking structure design, including, but not limited to, the overall experience of people using the parking structure, effective functional design, safety and security (including passive and active security measures), sustainability, life-cycle maintenance costs, energy and operational savings; provided, however, if required and upon Owner's consent, the Architect or the Owner shall retain a consultant who is a regional expert in such area where special design services are required.

§ 3.1.7 Architect shall interface with committees, stakeholders, and other interested parties as may be reasonably required by Owner.

§ 3.1.8 Architect shall actively engage with Contractor and its subcontractors and material suppliers to assist with the Contractor's responsibility to manage construction costs throughout design, rather than at milestones.

§ 3.1.9 The software used by the Project Team shall be Autodesk Revit® 2024 or 2025 or newer software, the use of which has been approved by the Contractor. Autodesk Construction Cloud (ACC) or similar software shall be used

as needed to facilitate field observations or issue tracking. The Owner shall cause the Contractor to provide user licenses for Autodesk Construction Cloud (ACC) or similar software.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental Authorities Having Jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive public bids or negotiated proposals; (2) confirming responsiveness of such public bids or proposals; (3) determining the successful publicly bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of public bidding requirements and proposed Contract Documents and shall comply with any federal, state, or local laws and regulations for public bidding.

§ 3.5.2.2 The Architect shall assist the Owner in publicly bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall perform its Services consistent with the care and skill ordinarily exercised by other design professionals performing the same or similar services on similar projects in the geographical region of the Project and consistent with the standard of care required of architects licensed in Wisconsin under Wisconsin law (the "Standard of Care"). Unless the Architect's Standard of Care prohibits it, or it is not consistent with the Owner's Requirements (defined below), the Architect shall perform all Services in conformance with the Owner's Policies and Procedures, and (2) the Architect's Capabilities (defined below) (collectively, the "Owner's Requirements"). In any case where the Architect determines that any requirement of the Owner's Requirements is ambiguous or in conflict with the Standard of Care, it shall notify the Owner of such ambiguity or conflict prior to its rendering of a Service affected by such requirement. The Architect acknowledges that Owner is entering into this Agreement based upon the material representations of the Architect's Capabilities. Notwithstanding any other provision to the contrary, the Standard of Care shall govern all of Architect's Services under this Agreement and Architect shall perform all Services in conformance with the Owner's Requirements.

§ 3.6.1.5 The Architect hereby represents that it (and the individual architects and engineers it employs for the Project) are licensed to practice architecture (or engineering, as the case may be) as required by law in the State of Wisconsin. The Architect further represents that its designs, Construction Documents and Services shall conform to all federal, state, and local statutes, codes, and regulations governing the Services and the Project in accordance with the Standard of Care. The Architect agrees and acknowledges that this duty is non-delegable, and that the Architect, by signing drawings or

preparing Construction Documents to submit for purposes of obtaining building and other governmental permits, shall be deemed to represent that it has taken every reasonable measure to ascertain what codes apply to the Project and has

applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes, codes, and regulations, including, but not limited to, those that relate to restrictions on development of wetlands and accessibility for the physically challenged. Notwithstanding the foregoing, the Architect shall not be responsible to prepare Drawings and Specifications conforming to current Applicable Laws relating to the investigation or remediation of hazardous materials.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Based on the Architect's observations and evaluations, the Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness

while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. Architect shall make a reasonable effort to perform the review within fourteen (14) days after receipt of the submittal.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility unless the Construction Manager has requested the Architect's assistance to determine certain dimensions because those indicated in the Construction Documents conflict with existing field conditions or because of dimensions in the Contract Documents contain erroneous, inconsistent or incomplete information or dimensions for which clarifications are needed and can be supplied by the Architect. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility, except for delegation to consulting engineers who are responsible to, and in privity with, the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals unless Architect has reason to know the Shop Drawings or submittals contain errors or omissions. Architect shall not be responsible or liable for any errors, omissions or deficiencies in such design professionals' services.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information ("RFI(s)") about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for RFIs. RFIs shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. Architect shall acknowledge in writing its receipt of the RFI and whether the RFI does not contain the minimum requirements of this subsection or if it is not in the form identified in the Specifications, within two (2) business days of such receipt. The Architect shall timely provide an answer in writing for each RFI simultaneously to the Construction Manager and the Owner (along with necessary descriptive Drawings, Specifications or other documents) but, in no case, more than five (5) business days after the RFI is received by the Architect. If the Architect needs more than five (5) business days to respond to an RFI, then the Architect shall notify the Construction Manager and Owner in writing of the delay and advise of the timeframe when the RFI will be answered but in no case more than an additional five (5) business days after receipt of the RFI. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the RFI.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time or use of the Construction Manager's or Owner's contingencies. Subject to Section 4.2, the Architect shall prepare Construction Bulletins for the Owner's approval and execution in accordance with the Contract Documents. The Construction Manager shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall review Change Orders to determine if requests are, in the Architect's opinion, legitimate and reasonable. The Architect shall advise Owner of its recommendation.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor;
- .4 review and certify a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents; and
- .5 examine and approve completion of punch list as provided in General Conditions.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.7 RECORD DRAWINGS

The Architect shall prepare record drawings from the as-built drawings received from the Contractor. The Owner has master AutoCAD files of the improvements on its campus whose data is formatted to be an integrated, layered database. The AutoCAD files described below shall be issued in a format that may be integrated with the Owner's master files, contain layering with such data as the Owner may reasonably require and shall be consistent with the Owner's standards. The parties acknowledge that the Revit software does not permit layering as does AutoCAD. The Architect agrees to work with the Owner to develop a protocol for the Revit files to make them as universal as possible so that the data will be retrievable in a manner that is as useful to the Owner as the data in the AutoCAD files. For the purposes of this Agreement, Record Drawings shall be defined as follows:

- .1 One (1) electronic (pdf) set of drawings corresponding to the Contract Document drawings which depict as-designed conditions at the time of Substantial Completion. The Contractor will provide mark-ups from the Contract Documents representing as-built conditions. These will be jointly assembled by the Architect and Contractor.
- .2 One (1) electronic copy of AutoCAD (dwg) files depicting the as-built architectural floor plan of the building affected by the Project scope and associated renovations to the adjacent structures, if applicable. These shall be prepared by the Architect, in the format and layering of Owner's master floor plan documents.
- .3 One (1) electronic copy of the Revit (rvt) Architectural models, depicting as-built partition plan and ceiling conditions at the time of Substantial Completion. This shall be prepared by the Architect.
- .4 One (1) electronic copy of the Revit (rvt) Structural models, depicting as-built conditions at the time of Substantial Completion. This shall be prepared by the Architect.
- .5 One (1) electronic copy of the Revit (rvt) Electrical model depicting as-built conditions at the time of Substantial Completion. This shall be furnished by the electrical subcontractor retained by the Contractor to the Architect.
- .6 One (1) electronic copy of the Revit (rvt) Mechanical and Plumbing model depicting as-built conditions at the time of Substantial Completion. This shall be furnished by the mechanical / plumbing subcontractor(s) retained by the Contractor to the Architect.

Any additional Record Drawings shall be deemed as Additional Services.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing site survey	Architect – Basic Services
§ 4.1.1.5 Site evaluation and planning	Architect – Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect – Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect – Basic Services
§ 4.1.1.8 Civil engineering	Architect – Basic Services
§ 4.1.1.9 Landscape design	Architect – Basic Services
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect – Supplemental Service through Construction Cost Estimator Subconsultant
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	Architect – Basic Services
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect – Supplemental Service described as Parksmart Certification Design
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Upgrade structure from precast to cast-in-place concrete	Architect – Supplemental
§ 4.1.1.31 Place multiple levels underground	Architect – Supplemental
§ 4.1.1.32 Account for vertical expansion and/or residential units on top	Architect – Supplemental
§ 4.1.1.33 Sprinkler system design	Architect – Supplemental
§ 4.1.1.34 Elevator design with call systems	Architect – Supplemental
§ 4.1.1.35 Fire alarm system and fire pump	Architect – Supplemental

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 If there is a Supplemental Service designated as the Architect's responsibility (and such Service is not identified as a Basic Service, then a description of each Supplemental Service is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Construction Cost Estimating Services – The Architect's subconsultant to prepare construction cost estimates based on materials and systems referenced on the drawing and specification packages developed under the Basic Services at the schematic (30%), and design development (60%), levels.

Sustainable Project Services pursuant to Section 4.1.3 – Parksmart Certification services, as outlined in Section 1.1.6, encompass the Architect's design Services and the preparation of specifications that delineate the Contractor's responsibilities necessary to achieve the points required for obtaining Parksmart Certification.

Upgrade structure from precast to cast-in-place concrete – The parking facility was described as a precast structure in the RFP and was taken as the basis of design in the Proposal. The structural engineering effort to design the building in cast-in-place concrete is more than in precast concrete.

Place multiple levels underground – The parking facility is presumed to include one level below ground and multiple levels above ground. Height restrictions may preclude the construction of levels above ground, additional levels may need to be constructed below ground. Underground parking structures necessitate the inclusion of area wells and/or mechanical ventilation systems and must withstand lateral earth pressures, thereby resulting in increased complexity in the structural engineering design.

Sprinkler system design – The current Wisconsin Building Code does not require sprinkler systems for parking facilities. Newer building codes, which Wisconsin has not yet adopted, require parking facilities to be fully sprinklered. It is advisable to incorporate sprinkler systems into the initial design or include provisions to install them later if a vertical expansion option is selected.

Elevator design with call systems – The De Pere Fire Department may or may not require the elevator to have call systems.

Fire alarm system and fire pump – The De Pere Fire Department may or may not require the parking facility to have a fire alarm system and a fire pump to increase water pressure during a firefighting event.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a cardinal or material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Design Schedule, the Project Schedule, or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable Authorities Having Jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable Standard of Care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors that materially affects the Architect's Services;
- .5 Deliberately omitted;
- .6 Subject to Section 3.1.8.1, as may be applicable, preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Deliberately omitted.
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Deliberately omitted.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice provided that any of the following occurrences materially affect the Design Schedule or cause the Architect to incur additional costs.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's RFIs that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Deliberately omitted; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly visits to the site by the Architect during construction
- .3 Weekly inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for such substantial portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance

of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner is required to review and approve, in writing, drawing and specification documents, provided such review and approval is only for the purpose of noting Owner's general approval of the drawing and specification documents as being consistent with Owner's expectations. The Owner agrees to complete the review and approval within ten (10) business days of receipt of the documents. Architect shall not proceed to the next phase without Owner approval. Should the Owner require more time for approval, Architect reserves the right to adjust the project schedule accordingly.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work provided by the Architect, the Architect's consultants, the Contractor, subcontractors of any tier, or material or equipment suppliers (individually an "Author" and collectively, the "Authors") under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, Models, sketches, Drawings, Specifications, As-Built Drawings, Record Drawings and other similar materials. For purposes of this Agreement:

- .1 The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- .2 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- .3 The As-Built Drawings are the Drawings that are marked concurrently with construction by the Contractor to indicate field changes and selections made during construction. The Architect is not liable for the accuracy of the As-Built Drawings.
- .4 The Record Drawings are the Drawings (as modified by the As-Built Drawings) that are created by the Architect at the end of the Project. The Architect is liable for the accuracy of the incorporation of the modifications of the As-Built Drawings into the Record Drawings.
- .5 The Building Information Model ("Model(s)") is a digital representation of the physical and functional characteristics of the Project. The term "Model" may be used to describe a single model or multiple models used in the aggregate. "Building Information Modeling" ("BIM") means the process and technology used to create the Model.

The Architect hereby authorizes the other Authors to use and reproduce its Instruments of Service solely and exclusively for use in completion of the Project. The Contract for Construction between the Owner and Contractor shall include a provision where the Authors authorize the Architect to use and reproduce their respective Instruments of Service solely and exclusively for use in completion of the Project. In addition to the limited license granted above, the Architect hereby grants a broader, irrevocable license to the Owner to use or incorporate its Instruments of Service in connection with Drawings or Specifications for future additions, modifications or updates to the improvements physically connected or within the Project, or reports to governmental or non-governmental Authorities Having Jurisdiction over the Owner and the Project; provided, however, the Owner may not use the Instruments of Service without the prior written consent of the Architect for improvements not physically connected to the Project. The Architect shall obtain licenses from its consultants sufficient to grant the licenses set forth above in this Section.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 CLAIMS DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Architect arising out of or relating to this Agreement. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim

§ 8.1.2 DATES BY WHICH NOTICE OF CLAIMS AND SUBMISSION OF CLAIMS MUST BE MADE

§ 8.1.2.1 Claims by the Owner must be initiated by written notice to the Architect at any time prior to the expiration of the applicable statute of limitations. If not settled, a Claim must be submitted to litigation prior to the time of the expiration of the applicable statute of limitations for such Claim.

§ 8.1.2.2 Claims by the Architect must be initiated by written notice to the Owner within 21 days after the occurrence of the event giving rise to such claim or within twenty-one (21) days the claimant first recognizes, or should have recognized, the condition giving rise to the Claim, whichever is later.

§ 8.1.2.3 The Claim shall provide sufficient detail to enable the other party to investigate the matter.

§ 8.1.2.4 Any time limitations stated in this Section 8.1.2 may be extended or tolled by a written agreement executed by both parties.

§ 8.1.2.5 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable laws to comply with the lien notice or filing deadlines prior to resolution of the Claim through arbitration or litigation.

§ 8.1.3 CONTINUING CONTRACT PERFORMANCE

§ 8.1.3.1 Pending final resolution of a Claim, the Architect shall proceed diligently with performance of the Services and the Owner shall continue to make payments in accordance with this Agreement.

§ 8.1.4 CLAIMS FOR ADDITIONAL SERVICES

§ 8.1.4.1 If the Architect wishes to make a Claim to receive compensation for Additional Services, written notice as provided herein shall be given before proceeding to execute the Additional Services. Claims by Owner must be initiated by written notice to the Architect.

§ 8.1.5 CLAIMS FOR ADDITIONAL TIME

§ 8.1.5.1 If the Architect wishes to make a Claim for an increase in the Design Schedule, written notice as provided herein shall be given. The Architect's Claim shall include an estimate of cost and of probable effect of delay on progress of the Services. In the case of a continuing delay, only one Claim is necessary.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[

[☒] Litigation in a court of competent jurisdiction

[☐] Other: (Specify)

☐ ☐

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven business days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven business days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven business days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven business days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1 or as otherwise provided by law. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 business days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described in the RFP and Proposal in Exhibits A and B, respectively, and under Article 3, Article 6, and Section 6.4, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

The Stipulated Sum of Three Hundred Seventy-Three Thousand Three Hundred Dollars and No Cents (\$370,373.00) for the Project design with architecture and engineering services and construction administration.

- .2 Percentage Basis
(Insert percentage value)

None.

- .3 Other
(Describe the method of compensation)

None.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Sustainable Project Services / Parksmart – stipulated sum of Twenty-Three Thousand Seven Hundred Forty-Two dollars and No Cents (\$23,742.00).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Construction Cost Estimating – stipulated sum of One Thousand Seven Hundred Dollars (\$17,700).
Upgrade structure from precast to cast-in-place concrete – stipulated sum of Seventeen Thousand Six Hundred Dollars (\$17,600).
Place multiple levels underground – stipulated sum of Six Thousand Eight Hundred Dollars (\$6,800).
Make structural provisions for vertical expansion and/or residential units above parking facility – stipulated sum of four thousand, Four Hundred Dollars (\$4,400).
Sprinkler system design – stipulated sum of Five Thousand Dollars (\$5,000).
Elevator design with call systems – stipulated sum of Two Thousand Four Hundred Dollars (\$2,400).
Fire alarm system and fire pump – stipulated sum of Five Thousand One Hundred Dollars (\$5,100).

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants are provided in Section 11.2 or 11.3.
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Bidding Phase	five	percent (	5	%)
Construction Phase	seventeen	percent (	17	%)
Project Close Out	three	percent (	3	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth in Exhibit C and made a part hereof. The rates may be adjusted annually, in accordance with the Architect's and Architect's consultants' normal review practices but in no case are they to exceed three and one-half percent (3.5%) starting January 1, 2026.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

The new rates shall be applicable for at least 12 months.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows, provided that the total Reimbursable Expenses shall not exceed Twenty-Five Thousand Dollars (\$25,000).

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 To the extent requested by Owner, dedicated data and communication services, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « Zero Dollars » (\$ «0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

« »

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« x »] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Owner's RFP for Architecture and Engineering Design Services dated November 5, 2024, attached as Exhibit A to this Agreement;

Architect's Proposal dated December 2, 2024, attached as Exhibit B to this Agreement. »

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number, if required)



CITY OF DE PERE PUBLIC PARKING GARAGE

DECEMBER 2, 2024

DE PERE



Prime Contact
Jason Gross, PE, SE
Project Manager
jason.gross@graef-usa.com
414 / 266 9156

GRÄEF

116 S. Adams Street
Suite 201
Green Bay, WI 54301
920 / 592 9440
www.graef-usa.com

December 2, 2024

116 S. Adams Street
Suite 201
Green Bay, WI 54301
920 / 592 9440
www.graef-usa.com

City of De Pere
Development Services Department
335 S. Broadway
De Pere, Wisconsin, 54115
Attn: Daniel Lindstrom, Development Services Director

SUBJECT: City of De Pere: Architecture and Engineering Design Services Public Parking Garage

Dear Daniel:

GRAEF is excited to submit the following proposal to the City of De Pere! The proposed Public Parking Garage Project is more than just a functional parking solution—it is a thoughtfully designed addition that supports the East Downtown development's growth, accessibility, and commitment to sustainable practices. This project will improve accessibility and user experience when parking, while also meeting the City's forward-looking goals to create a downtown development that is resilient, adaptable, and deeply connected to its community and environmental priorities. The City of De Pere Public Parking Garage will support the redevelopment of the Shopko site by reducing the need for surface parking lots, encouraging new development, and preserving the stunning views of the Fox River, particularly near the Claude Allouez Bridge.

We understand the importance of developing a parking garage that has well thought out access, circulation, ramping, and an efficient layout that maximizes the number of parking spaces. GRAEF has assembled an engineer lead design team to deliver the following key attributes to your project:

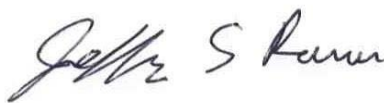
- **Effective Planning** – As the De Pere planning department finalizes the number of parking stalls and the overall project budget, GRAEF brings the parking planning expertise to enhance your conceptual layout circulation, ramping, structural layout, develop future expansion provisions, and conceptual design cost estimates. A key attribute of our team is the experience to anticipate future provisions.
- **Built to Last** – GRAEF's extensive experience in both the design and rehabilitation of parking structures will be an asset in meeting the service life requested by the City of De Pere. Our experience with durable concrete materials and corrosion protection will make for a successful capital investment when combined with a routine maintenance program.
- **Sustainable and Context Sensitive Designers** – GRAEF and Berners Schober Architects focus on employing sustainable design practices and have the ability to fit a service orientated parking ramp into the vibrant urban fabric. Berners Schober has been asked to join our team because they create parking designs that maximize functional opportunities, reinforce the local urban planning initiatives, and integrate beautifully into the surrounding architecture, and this is what makes them different from other designers.
- **Collaborative and Highly Efficient Process** – Through our team's on-site, multi-day workshops, stakeholders participate in the design process and see the design solutions develop right before their eyes. This process allows speedy explorations of options and a forum for highly efficient consensus development. It allows us to quickly advance design solutions together, and ultimately provide benefits to the overall project schedule.

We recognize the importance of adhering to the East Downtown development plan while collaborating closely with the Construction Manager at Risk to deliver a project that is completed on time and within budget. Our team is well positioned to capture your project goals and make this a successful venture to showcase for other communities! Thank you for your consideration.

Respectfully submitted,



Jason Gross, PE, SE
Project Manager
414 / 266 9156
jason.gross@graef-usa.com
(Located in Milwaukee Office)



Jeffrey Rosner, PE, LEED AP
Principal-in-Charge
920 / 415 3813
jeff.rosner@graef-usa.com



Since its inception in 1961, GRAEF has grown from a small individual partnership to a prominent, multi-disciplinary international firm. GRAEF has a team of nearly 300 employees spread across ten offices in the Midwest, Florida, and Turks and Caicos.

Over 63+ years, GRAEF's unwavering dedication to excellence has been fueled by core values such as integrity, quality, and a steadfast commitment to exceptional customer service. These principles form the bedrock of GRAEF's operations, ensuring that clients receive the highest level of satisfaction and a seamless experience.

GRAEF has remained at the forefront of the industry, consistently adapting to emerging trends and embracing advancements, and is proud to be a reliable partner for clients seeking top-tier design services and unmatched expertise. GRAEF is licensed to operate in the state of Wisconsin.

OUR CORE PURPOSE

To improve the
physical environment
for the benefit
of society in a
sustainable manner

WE ARE

- ▶ Parking Designers
- ▶ Forensic & Restoration Engineers
- ▶ Structural Engineers
- ▶ Planners & Urban Designers
- ▶ Landscape Architects
- ▶ Site/Civil Engineers
- ▶ Environmental Engineers
- ▶ Transportation Engineers
- ▶ GIS Specialists
- ▶ Surveyors
- ▶ Architects
- ▶ Mechanical, Electrical & Plumbing Engineers



WE ARE LOCAL

With three offices in Wisconsin, our teams understand the unique needs for functional and efficient parking options in the Midwest.

EXPERT TEAM

Our project team consists of experienced and certified experts with extensive project portfolios across numerous healthcare systems, businesses and municipalities.

WE KNOW PARKING FACILITIES

With extensive experience, our teams bring advanced expertise in designing parking structures with strategic solutions to maximize space.

PARKING CONSULTING SERVICES

GRAEF'S DEDICATED PARKING TEAM HAS COMPLETED THE DESIGN OF
PARKING STRUCTURES ACCOUNTING FOR OVER **30,000 PARKING**
STALLS AND \$700 MILLION IN CONSTRUCTION

GRAEF offers complete parking consulting services, from preliminary studies through design and the preparation of construction plans and specifications.

Parking supply/demand studies identify the number of parking spaces that are needed to satisfy existing and future demand. An alternatives analysis identifies and evaluates methods of increasing the number of parking spaces or improving the utilization of existing spaces.

Parking master planning is the future of parking systems. Parking demand estimates are tied to projected population levels and sites for additional parking facilities to accommodate future demands. Milestones are established that should trigger the development of additional parking facilities. This advance planning assures that adequate parking will be available before there is a severe shortage of spaces.

Feasibility studies estimate the economic viability of any planned improvement and answer: What is it going to cost? Can we afford the improvements? Can we afford not to improve the parking system? Potential parking revenue is estimated and compared to financing costs and operating/maintenance costs. Our staff has extensive experience recommending and specifying Parking Access and Revenue Control Systems (PARCS). Selecting the most cost effective PARCS is important to maximize revenue and provide the best customer convenience.

Parksmart is the world's only rating system designed to advance sustainable mobility through smarter parking structure design and operation. As a Parksmart Advisor, our team can guide a parking structure project through the Parksmart framework toward innovative, solutions-oriented strategies to offer significant benefits for drivers, tenants, building owners and property managers and lower energy usage through lighting, ventilation, controls and commissioning measures, reducing operational costs up to 25 percent.

The **functional layout** of the structure will be configured to serve the users of the facility. Careful design will alleviate issues and extend the useful life of the facility.

GRAEF engineers have directed the **repair and rehabilitation** of numerous parking facilities. We use state-of-the-art investigative techniques to identify challenges. A variety of repair/rehabilitation alternatives are evaluated and we recommend the most cost effective program that meets your needs.

We also offer **construction coordination and quality control** services and provide onsite representation to assure conformance with plans and specifications, reviews work with local authorities and provides hands-on construction quality control monitoring.

AREAS OF EXPERTISE

- Preliminary Studies
- Alternatives Analysis
- Parking Facility Design
- Construction Plans and Specifications
- Parking Master Planning
- Feasibility Studies
- Parksmart Certification
- Repair and Rehabilitation
- Construction Coordination
- Quality Control Services

GRAEF's parking team offers:

LEADERSHIP

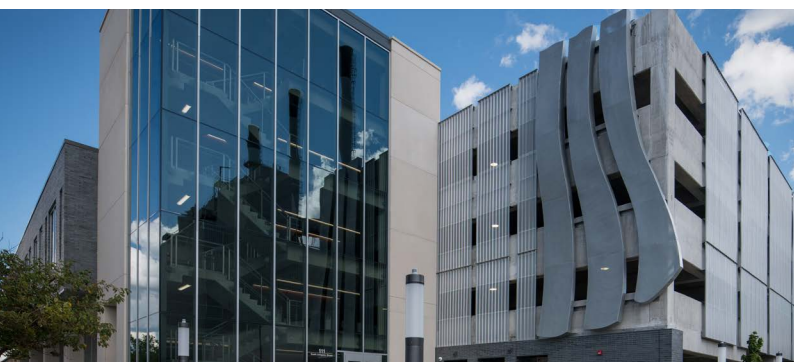
Bringing state-of-the-art ideas to the project stakeholders

DESIGN

Parking that functions and fits within the fabric of the development

EXPERIENCE

Comprehensive services with attention to detail



SOUTH LIVINGSTON PARKING GARAGE

MADISON, WI

THE SOUTH LIVINGSTON PARKING GARAGE IN MADISON PROVIDES VISITORS A SAFE PLACE TO PARK THEIR VEHICLE WHILE THEY VISIT THE CITY. AS AN ADDITIONAL AMENITY, THE STRUCTURE OFFERS TWO CHARGING STATIONS FOR ELECTRIC VEHICLES.

SOUTH LIVINGSTON PARKING GARAGE

ADDITIONAL INFO

GRAEF provided design and construction services to the City of Madison for this public parking garage to serve the daily employee and public parking needs of mixed-use redevelopment within the Capitol East District. The City owned structure is located at the southeast corner of Main Street and Livingston Street. Existing zoning allows public parking facilities as a permitted use in the employment district.

The parking structure design includes both a parking ramp and commercial space. The parking ramp is five levels and include 638 parking stalls, automated entry and exit controls, bicycle and motorcycle parking, and vertical circulation elevators. The commercial space is two stories with approximately 5,500 square feet for commercial and retail tenants facing East Main Street. The site plan includes two points of entry, landscaping and streetscaping and address storm water management including quantity and quality control. GRAEF's services included site/civil, structural, mechanical, and electrical engineering.



SITE/CIVIL ENGINEERING

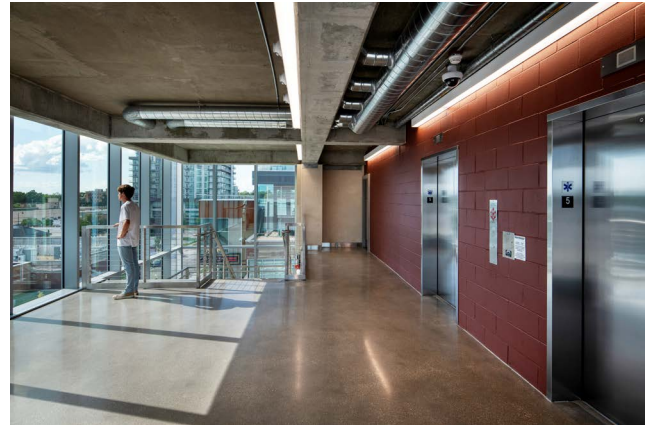
Site/civil engineering specific design work included site investigation; site demolition; design of site sanitary sewer, storm sewer, and water service; site stormwater management including an integral stormwater storage tank, bio-infiltration basin and porous pavement fire department access road; site grading; vehicular access analysis, and paving design. This infrastructure design supports an extended lifespan of the structure.

MECHANICAL ENGINEERING

The GRAEF Mechanical team provided HVAC design services for stairwells, equipment rooms, and elevator vestibules. HVAC design also a new security office and a commercial use shell and core tenant space design on the lower level. This system supports not only the climate control of the structure itself, but also for the tenants of the building.

ELECTRICAL ENGINEERING

The GRAEF Electrical team provided lighting and power distribution for the garage which also included design of an emergency backup generator. In addition, a building wide fire alarm system was provided and accommodations were made in the electrical distribution design to support retail spaces that were incorporated into the overall facility.



PLUMBING/FIRE PROTECTION ENGINEERING

The GRAEF Plumbing team provided interior stormwater conduction design as well as design for domestic water distribution for garage washdown, restrooms, and janitor closets. The plumbing design also included a catch basin and elevator sump pump system. The interior stormwater design provides drainage throughout the structure to prevent pooling or flooding during rain events.

PARKSMART

The South Livingston Parking garage was the first Parksmart Certified facility in Wisconsin. Parksmart certified facilities incorporate leading technologies, management and programs to help achieve increased mobility for more people using fewer resources. Over 150 new and existing projects in ten countries, 24 U.S. states and D.C. have registered or certified with Parksmart as of December 2021.

DATE OF COMPLETION: July 2018

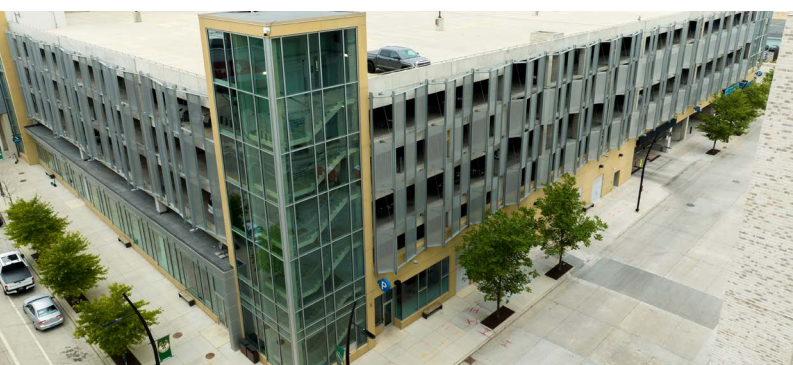
PROJECT COST: \$25 million

NAME OF CMAR: Miron Construction

PROJECT TYPE: Public

PROJECT OWNER REFERENCE:

James Whitney
Architect
City of Madison, WI
608 / 266 4563
jwhitney@cityofmadison.com



MILWAUKEE BUCKS 5TH STREET PARKING STRUCTURE

MILWAUKEE, WI

FANS OF THE MILWAUKEE BUCKS NOW HAVE THE PERFECT PLACE TO PARK THEIR VEHICLES WHILE THEY CHEER ON THEIR FAVORITE TEAM. THIS ENTRY AND EXIT EFFICIENT STRUCTURE SERVES EVENTS AND VISITORS OF THE DEER DISTRICT.

MILWAUKEE BUCKS 5TH STREET PARKING STRUCTURE

ADDITIONAL INFO

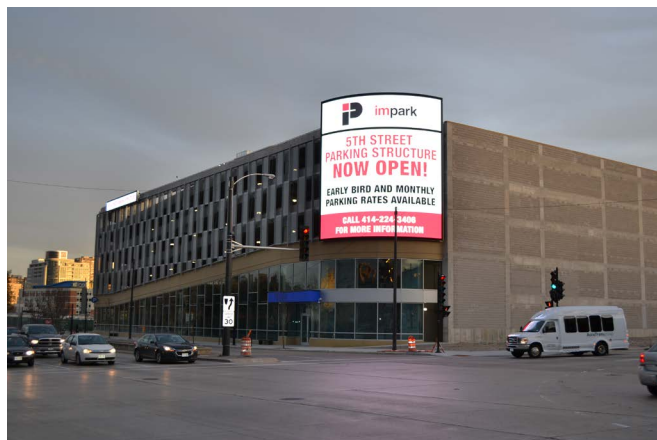
GRAEF led the design team as the prime consultant for the Milwaukee Bucks 1,300-stall parking structure that is part of the new downtown arena district.

GRAEF professionals provided structural, mechanical, electrical and plumbing engineering, landscape architecture, and project management for this multi-discipline project, in addition to leading the rest of the team, including architecture, civil engineering and functional design. Coordination and clear communication were required between all disciplines and the client to deliver each phase of the project on time and on budget and to ensure the timeline of the entire development.

This event-level parking structure includes skywalk amenities to the new arena. It was designed for future vertical expansion and future office and retail spaces connected to the structure.

MECHANICAL ENGINEERING

The GRAEF Mechanical team provided HVAC design services for stairwells, equipment rooms, and elevator vestibules. HVAC design also included a new security office and a mixed use shell and core tenant space design on the lower level. This system supports the structure and the businesses on the lower level to climate control the structure through the seasonal changes of Milwaukee.



ELECTRICAL ENGINEERING

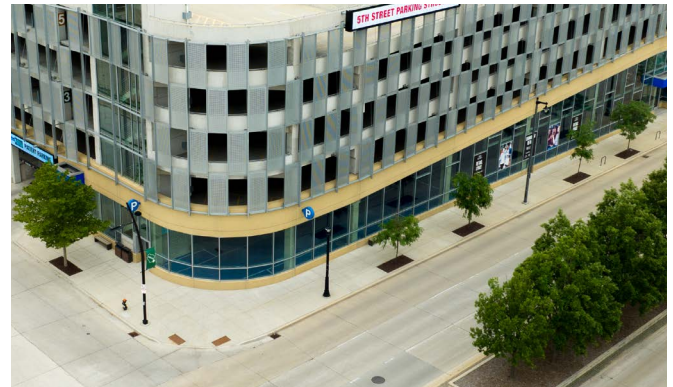
The GRAEF Electrical team provided lighting and power distribution for the garage which also included design of an emergency backup generator. There was a sustainability focus throughout the design of the lighting system with energy-efficient lighting and motion sensors.

PLUMBING/FIRE PROTECTION ENGINEERING

The GRAEF Plumbing team provided interior stormwater conduction design for proper drainage throughout the structure as well as design for oil separation and grease traps as needed for first floor operations. Keeping the structure clear of water and leakage of fluids from vehicles enhances the safety of the building.

LANDSCAPE ARCHITECTURE

GRAEF's landscape architecture experts provided landscape design for streetscape frontage on two sides of parking structure. This design included street trees with engineered soils and site furnishings to highlight the new structure in the heart of Deer District.



DATE OF COMPLETION: February 2018

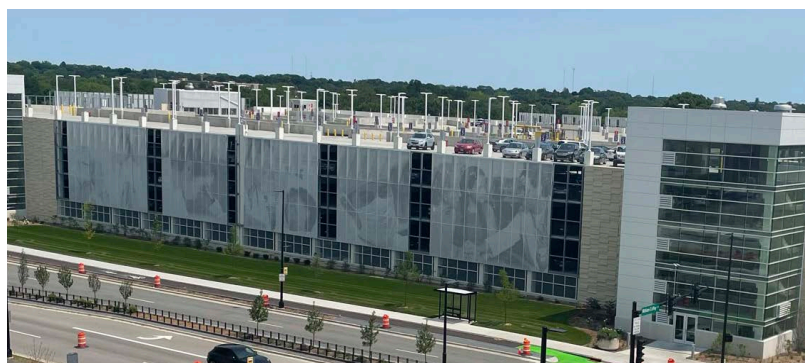
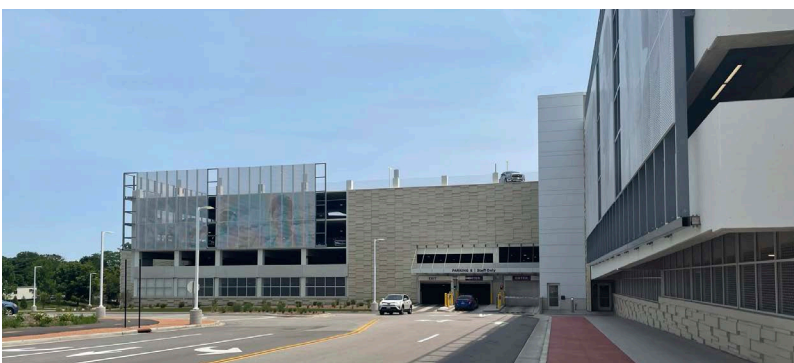
PROJECT COST: \$30 million

NAME OF CMAR: Findorff

PROJECT TYPE: Private and Public Joint Venture

PROJECT OWNER'S REPRESENTATIVE REFERENCE:

Mike Abrams
Vice President
CAA-ICON
303 / 210 7860
mike.abrams@caaicon.com



FROEDTERT PARKING 6

WAUWATOSA, WI

THIS STRUCTURE OFFERS ADDITIONAL PARKING ON THE BUZZING FROEDTERT CAMPUS WHILE ALSO PROVIDING SPACE FOR A LARGE MURAL OF MEDICAL STAFF.

FROEDTERT PARKING 6

ADDITIONAL INFO

As Froedtert Hospital was experiencing increased admissions and outpatient visits, the demand for parking increased as well. To meet the need, Froedtert built a five-level parking structure.

GRAEF led the design team as the prime consultant for the new \$60 million parking structure. The 3,300-stall parking structure is on the east side of the Milwaukee Regional Medical Center (MRMC) campus, and will provide secure parking for hospital staff and serve as a buffer to a residential neighborhood.

GRAEF professionals provided functional design, structural engineering, civil engineering, plumbing engineering, and landscape engineering services. The project was completed in three sequential phases, opening for parking at the end of each phase. The parking structure design includes provisions to add a two-level vertical expansion for parking.

CIVIL ENGINEERING

Site/civil engineering specific design work includes extensive coordination with the Milwaukee County Department of Public Works for utility planning; extensive site investigation, relocation and abandonment of utilities; preparation of stormwater management plans; design of site sanitary sewer, storm sewer, and water main extensions; site grading and paving design.

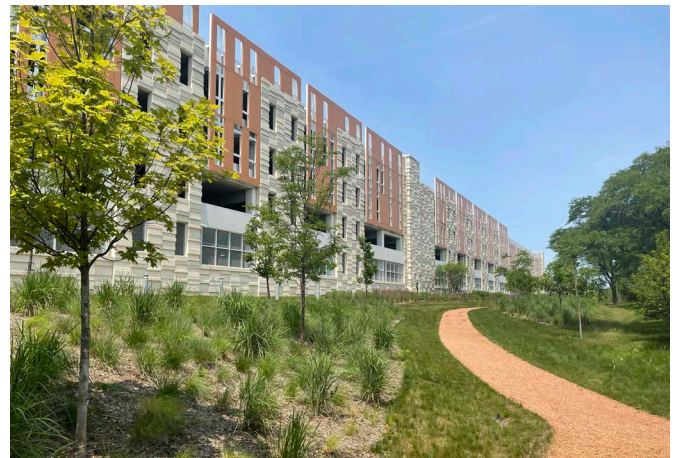


PLUMBING/FIRE PROTECTION ENGINEERING

The GRAEF Plumbing team designed a stormwater system as well as design for non-potable water for garage washdown system. The design also included an elevator sump pump system and systems for a janitor closet in the garage. The GRAEF Fire Protection team provided standpipe systems serving the facility and stairwells.

LANDSCAPE ARCHITECTURE

Provided landscape design for area surrounding parking structure to tie into overall campus design standards. It was important to keep a continuation of plant and tree types throughout the campus to create a similar aesthetic across a widespread area. With a tree-lined path and shrubbery/grasses surrounding the building, this new parking structure both makes a statement with its unique design and layout, as well as ties directly into the flow of the surrounding structures and landscape.



DATE OF COMPLETION: November 2020

PROJECT COST: \$60 million

NAME OF CMAR: CG Schmidt, Inc.

PROJECT TYPE: Private

PROJECT OWNER REFERENCE:

Brad Weinert
Lead Project Manager
Froedtert Hospital
414 / 805 9045
brad.weinert@froedtert.com

TEAM STRUCTURE



Jason Gross PE, SE
Project Manager
GRAEF

Jeffrey Rosner PE, LEED AP
Principal-in-Charge
GRAEF

Patrick Skalecki PE, LEED AP,
CDT
Civil Engineering
GRAEF

Matt Garcia PE
Mechanical Engineering
GRAEF

Dan Komorowski PE, SE
Structural Engineering
GRAEF

Jessica Culver PE
Plumbing/Fire Protection
Engineering
GRAEF

Joe Pepitone PLA, LEED AP
Landscape Architecture
GRAEF

Robert Jeffers PE, LEED AP
Electrical Engineering
GRAEF

Ian Griffiths AIA, RIBA,
LEED AP BD+C
Architect
bernerschaber

Stephen Siegle AIA,
LEED AP BD+C
Senior Architect
bernerschaber

Mark King PE
Geotechnical Engineer
ECS

LETTERS OF INTENT FROM SUBCONSULTANTS



To Whom It May Concern,

We are pleased to confirm our intent to serve as a sub-consultant as part of GRAEF's project team for the City of De Pere's first publicly owned parking garage. Berners Schober is committed to providing our expertise in architectural design to support the successful design and development of this important addition to downtown De Pere.

We are fully prepared to collaborate with GRAEF and the City of De Pere to ensure the project is completed on time, within budget, and to the highest standards of quality. Please feel free to contact me directly at if additional details are required.

Thank you for including us in this exciting opportunity. We look forward to working together on this project.

Sincerely,

Ian Griffiths AIA, RIBA, LEED AP BD+C
PRESIDENT / ARCHITECT

D 920.569.8660
igriffiths@bsagb.com



ECS MIDWEST, LLC

Geotechnical • Construction Materials • Environmental • Facilities

Dear Mr. Rosner,

As you requested on November 25, 2024, ECS is interested in teaming with GRAEF USA, Inc. in pursuit of the above referenced project. ECS has provided subsurface explorations and geotechnical engineering services on a variety of projects in the De Pere, Wisconsin area and this project would be well within our capabilities and workload.

With this letter, I have included a brief company overview, a description of our subsurface exploration and geotechnical engineering capabilities, professional profiles of key staff, and a few references.

Feel free to contact us if you need additional information or would like to discuss the project further. ECS is pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,
ECS Midwest, LLC

Mark E. King, P.E.
Group Manager
mking@ecslimited.com

Matthew Meyer, P.E.
Geotechnical Department Manager
mmeyer@ecslimited.com





Jason Gross* PE, SE

PROJECT MANAGER

Jason is the lead parking designer at GRAEF and manages the Parking and Restoration Group. He serves our clients by providing functional parking design services, wayfinding services, aids in the selection of Parking Access and Revenue Control System (PARC) equipment. Jason has improved the function of existing facilities with vehicle sensors, indicator lights, car-counting equipment, and variable message signage. He has design EV charging stations in new and existing parking facilities. Jason is a Parksmart Advisor and is attuned to the latest parking technologies, which aids in sustainable design that reduces emissions and improves user experiences.

EDUCATION

M.S., Structural Engineering, 2004, Milwaukee
School of Engineering, Milwaukee, WI

B.S., Architectural Engineering, 1997, Milwaukee
School of Engineering, Milwaukee, WI

REGISTRATION

Professional Engineer – WI
Professional Structural Engineer – IL
Parksmart Advisor

AFFILIATIONS

American Concrete Institute (ACI)
American Institute of Steel Construction (AISC)
International Concrete Repair Institute (ICRI)
National Counsel of Structural Engineers Association
(NCSEA)
National Parking Association (NPA)
Parking Consultants Council (PCC)
International Parking & Mobility Institute (IPMI)
Structural Engineers Association of Wisconsin (SEA-
WI)
*President 2010, Past-President 2011, Newsletter
2012-2013, Continuing Education 2018-2020*
Wisconsin Parking Association

AVAILABILITY: Jason has the availability to serve
as Project Manager for the schedule and tasks
outlined in this proposal.

PROJECT EXPERIENCE

Froedtert Hospital Parking Structure 1 Replacement, Wauwatosa, WI – Project Manager / Lead Designer

Provided structural design for a post-tensioned concrete parking structure to contain approximately 2,400 stalls. Structure will serve patients and visitors to hospital on west end of campus. Led parking and structural design services including directional wayfinding, vertical circulation, traffic layout, car counting, vehicle sensors, indicator lights, and variable message signage. The state-of-the-art facility includes EV charging, suicide prevention, and security enhancements.

The Baird Center, Milwaukee, WI – Structural Engineer/Parking Designer

The Baird Center is a convention and exhibition center located in the heart of downtown Milwaukee, Wisconsin. The Baird Center Expansion brings the exposition hall to 300,000 contiguous square feet; adds 24 new meeting rooms; includes 400 indoor parking spaces; adds six loading docks; an executive kitchen; and features a spectacular fourth-floor ballroom with space for a minimum of 2,000 for a seated dinner. Parking design included traffic layout, vertical circulation, layout of PARCS equipment, and generated surface drainage profiles.

Milwaukee Bucks 5th Street Parking Garage, Milwaukee WI – Structural Engineer

Five level event parking garage with parking office, skywalk bridge to Bucks Arena, and tenant retail spaces on first level. The 1,240-parking space garage is a post-tensioned concrete frame structure. The building's façade consists of precast panels, curtainwall, aluminum perforated panels frames, and a 40-foot-tall curved video display sign. Design features reversible traffic lanes to expedite entry and exit during event parking.

Froedtert Hospital Parking Structure 6, Wauwatosa, WI – Project Manager / Lead Designer

Five level staff parking garage designed for a 2-level vertical expansion and future skywalk bridges. The 2,480 parking space garage is a post-tensioned concrete frame structure with independent precast stair elevator towers, and a precast service building. The building facade consists of precast spandrels, perforated metal screen walls with pixelated imagery, and wood textured metal panels.

*would be present at interview should GRAEF and team move forward.



Dan Komorowski PE, SE

LEAD STRUCTURAL ENGINEER

Daniel Komorowski is an associate at GRAEF and a key member of the firm's Parking and Restoration Group. With over 12 years of experience in structural engineering, he has built a distinguished career specializing in parking structures. Since earning his college degree in 2012, Daniel has worked on a wide range of projects, including parking facilities, mixed-use developments, schools, and office buildings. His expertise also extends to rehabilitations for building additions, evaluations of existing parking structures, structural repairs, and construction inspections. Daniel utilizes his extensive experience in parking structure assessments and evaluations to improve the design and detailing of new structures.

EDUCATION

M.S., Civil Engineering (Structural Emphasis), 2016,
University of Wisconsin-Milwaukee, Milwaukee, WI

B.S., Civil Engineering (Structural Emphasis), 2012,
University of Wisconsin-Milwaukee, Milwaukee, WI

REGISTRATION

Professional Engineer – WI
Structural Engineer – IL, OK

AFFILIATIONS

Wisconsin Chapter of American Concrete
Institute (ACI-Wisconsin)

AVAILABILITY: Dan has the availability to serve as Lead Structural Engineer for the schedule and tasks outlined in this proposal.

PROJECT EXPERIENCE

Confidential Parking Facility, Verona, WI – Lead Structural Engineer

A four-level underground parking facility with 2,000 stalls designed to serve the Campus 6 office buildings. The uppermost level accommodates large mechanical units for the office buildings above, along with spacious conference areas and other amenities. The concrete roof features a slab-and-beam system engineered to support two above-grade office buildings. The structural framing consists of post-tensioned concrete beams and slabs, with three cast-in-place underground tunnels providing access to the parking levels.

Froedtert Hospital Parking 1 Replacement (P1R), Wauwatosa, WI – Structural Engineer

A six-level parking garage designed to accommodate patients, visitors, and staff, with provisions for a two-level vertical expansion and a future skywalk bridge connecting to the hospital. The 2,400-space facility features a post-tensioned concrete frame structure, including a helical ramp on the west side separated by an expansion joint. The façade incorporates a mix of precast spandrels, perforated metal panels, angled glazing, and curtain walls, all supported by the post tensioned slab and structural steel.

Kansas City International Airport Parking Structure, Kansas City, MO- Lead Precast Structural Engineer

A seven-level precast parking structure designed for public use, offering 6,150 parking spaces. The structure is divided into six independent structures that are separated by expansion joints within the overall footprint and features a speed ramp along the south elevation. The structural framing comprises a prestressed, precast concrete beam and double-tee floor system supported by precast columns and shear walls. The building façade integrates perforated precast panels within the structural walls, angled glazing panels, solar panels on the south elevation, and a cable barrier system.



Jeffrey Rosner PE, LEED AP

PRINCIPAL-IN-CHARGE

AVAILABILITY: Jeff has the availability to serve as Principal-in-Charge for the schedule and tasks outlined in this proposal.

PROJECT EXPERIENCE

Parking Ramp Structure Analysis, City of Appleton, WI - Structural Engineer

City Center Parking Ramp Structural Analysis, Appleton, WI - Structural Engineer

Midtown Parking Ramp Structural Analysis, Appleton, WI - Structural Engineer

Resch Expo Center, Ashwaubenon, WI – Structural Engineer



Patrick Skalecki* PE, CDT, LEED AP

CIVIL ENGINEER

AVAILABILITY: Pat has the availability to serve as Civil Engineer for the schedule and tasks outlined in this proposal.

PROJECT EXPERIENCE

De Pere Aquatic Facility at VFW Park, De Pere, WI – Project Manager

Bomier Boat Launch, De Pere, WI – Project Manager

Village Center Project Phase I/II, Village of Howard, WI – Project Manager

Resch Expo Center, Green Bay, WI – Project Manager



Matt Garcia PE

MECHANICAL ENGINEER

AVAILABILITY: Matt has the availability to serve as Mechanical Engineer for the schedule and tasks outlined in this proposal.

PROJECT EXPERIENCE

Milwaukee Bucks Parking Garage, Milwaukee, WI - Mechanical Engineer

Aurora West Allis Parking Garage, West Allis, WI - Mechanical Engineer

South Livingston Parking Garage, Madison, WI - Mechanical Engineer

Komatsu South Harbor Campus, Milwaukee, WI - Mechanical Engineer



Joe Pepitone PLA, LEED AP

LANDSCAPE ARCHITECT

AVAILABILITY: Joe has the availability to serve as Landscape Architect for the schedule and tasks outlined in this proposal.

PROJECT EXPERIENCE

Milwaukee Bucks 5th Street Parking Garage, Milwaukee WI – Landscape Architect

Froedtert Hospital Parking Structure 6, Wauwatosa, WI – Landscape Architect

Waukesha Memorial Hospital - Parking Structure, Waukesha, WI – Landscape Architect

Potawatomi Hotel & Casino and Parking Structure, Milwaukee, WI – Landscape Architect



Jessica Culver PE

PLUMBING & FIRE PROTECTION ENGINEER

AVAILABILITY: Jessica has the availability to serve as Plumbing Engineer for the schedule and tasks outlined in this proposal.

PROJECT EXPERIENCE

Froedtert Health Parking Structure 6 – Plumbing Engineer

Exact Sciences Parking Structure, Madison, WI – Mechanical/Plumbing Engineer

WI State Revenue Building Parking, Madison, WI – Mechanical/Plumbing Engineer

UWLC Arts Parking Garage and Police Building Addition, La Crosse, WI – Mechanical Engineer

*would be present at interview should GRAEF and team move forward.



Robert Jeffers PE, LEED AP

ELECTRICAL ENGINEER

PROJECT EXPERIENCE

Confidential Client, Four-Level Underground Parking Structure, Verona, WI - Lead Electrical Engineer/Project Manager

UW LaCrosse Police Station Addition and New Parking Structure, La Crosse, WI - Electrical Engineer

The Villages Parking Structure, Madison, WI - Electrical Engineer

South Livingston Parking Structure, Madison, WI - Electrical Engineer

AVAILABILITY: Bob has the availability to serve as Electrical Engineer for the schedule and tasks outlined in this proposal.



Ian Griffiths* AIA, RIBA, LEED AP BD+C

ARCHITECT | INTERIOR DESIGN

PROJECT EXPERIENCE

Camp Randall Sports Center Replacement, Madison, WI - Architect

Camp Randall South End Zone Renovation, Madison, WI - Architect

Downtown YMCA Renovation, Green Bay, WI - Architect

Dept. of Veterans Affairs Community Living Center Expansion, Iron Mountain, MI - Architect

AVAILABILITY: Matt has the availability to serve as Architect for the schedule and tasks outlined in this proposal.

bernersschaber



Stephen Siegle AIA, LEED AP BD+C

SENIOR ARCHITECT

PROJECT EXPERIENCE

Camp Randall Sports Center Replacement, Madison, WI - Architect

Two-Tower Residential Development Suburban, Milwaukee, WI+

Affordable Housing Development, Pasadena, CA+

Pullman Artist Live Work Apartments, Chicago, IL+

+ completed at another firm

AVAILABILITY: Stephen has the availability to serve as Architect for the schedule and tasks outlined in this proposal.

bernersschaber



Mark King PE

GEOTECHNICAL ENGINEER

PROJECT EXPERIENCE

11th Street over I-94, Hudson, WI

Broek Road over S Fork Eau Claire River, Withee, WI

CTH B over S Branch Little Wolf River, Scandinavia, WI

CTH CX over Chapman Creek, Oxford, WI

AVAILABILITY: Mark has the availability to serve as Geotechnical Engineer for the schedule and tasks outlined in this proposal.



Tom Middleton

LEAD COST CONSULTANT

PROJECT EXPERIENCE

UW-La Crosse Center for the Arts Parking/Police Building, La Crosse, WI - Lead Cost Estimator

UW-Madison Lot 62 Parking Garage, Madison, WI - Lead Cost Estimator

City of Madison Capital East Parking Ramp, Madison, WI - Lead Cost Estimator

City of Madison Village on Park Parking Structure, Madison, WI - Lead Cost Estimator

AVAILABILITY: Tom has the availability to serve as Lead Cost Consultant for the schedule and tasks outlined in this proposal.



*would be present at interview should GRAEF and team move forward.



BERNERS SCHOBER PROJECTS



CHERRY STREET PARKING RAMP | GREEN BAY, WI

Berners Schober has a long-standing relationship with the Department of Public Works in the City of Green Bay. We worked as the design consultant for the exterior cladding and design of this 800 vehicle parking garage in downtown Green Bay, which includes first floor retail space. This parking ramp has continued to serve as a vital amenity to the Downtown District, supporting diverse community activities in the surrounding area including the Saturday Farmer's Market, Fridays on the Fox, and Art Fest. Additionally, it has played a key role in facilitating future developments planned for nearby properties.

Project Size: 800 parking stalls

Project Cost: \$10 million

Completion: 2005



PINE STREET PARKING RAMP RECLADDING | GREEN BAY, WI

Berners Schober assisted the City of Green Bay in revitalizing the exposed parking ramps following the demolition of the adjacent Port Plaza Mall. This initiative was part of a larger effort to support the development of the Schreiber Foods Headquarters and the management of the KI Convention Center. The project encompassed repair, maintenance planning, and recladding of the existing parking structures, enhancing their functionality and aesthetic integration into the evolving urban landscape.

Project Size: 800 parking stalls

Project Cost: \$1.1 million

Completion: 2014



MAIN STREET PARKING RAMP RECLADDING | GREEN BAY, WI

Berners Schober assisted the City of Green Bay in revitalizing the exposed parking ramps following the demolition of the adjacent Port Plaza Mall. This initiative was part of a larger effort to support the development of the Schreiber Foods Headquarters and the management of the KI Convention Center. The project encompassed repair, maintenance planning, and recladding of the existing parking structures, enhancing their functionality and aesthetic integration into the evolving urban landscape.

Project Size: 681 parking stalls

Project Cost: \$1.1 million

Completion: 2014



MADISON STREET PARKING RAMP | SPRINGFIELD, IL

This project involved the design of a modern, elevated parking structure for HSHS St. John's Hospital, seamlessly integrating functionality with aesthetic appeal. The two-level parking structure was thoughtfully engineered for future growth, accommodating plans to expand by two additional levels, ultimately providing capacity for up to 700 vehicles. To ensure harmony with the surrounding hospital campus, the exterior design incorporated complementary architectural elements, such as a veneer brick finish and precast trim, reflecting the style and character of the existing facilities.

Project Size: 350 parking stalls

Project Cost: \$8 million

Completion: 2018

PROJECT APPROACH



PROJECT UNDERSTANDING

The project involves the design of De Pere's first publicly owned structured parking facility, located between James Street and the proposed William Street, bordered by North Wisconsin Avenue and North Michigan Street. This ADA-compliant, multi-level facility will offer over 220 parking spaces and feature a façade that complements the new urban character of downtown, along with key elements such as a stormwater management system, sustainability enhancements, a potential photovoltaic array, sidewalks, and sustainable landscaping.

Our team will provide comprehensive design services, including architectural and interior design, engineering, landscape architecture, and streetscape design, covering all phases from Schematic Design through Construction Administration. The contract is expected to follow the AIA B133-2017 or a similar agreement.

PROJECT APPROACH

One key piece in selecting a design team starts with the organizational structure. GRAEF has developed an integrated engineering design team that has delivered several successful public and private parking ramp structures. This is essential in achieving an efficient and well-coordinated construction project. Success starts with a well-developed project delivery plan that begins with capturing the client's goals, effective planning, building it to last, meeting the pertinent design standards, incorporating sustainable design strategies, the design team and the Construction Manager at Risk, and project risks and constraints.

Workshops and page-turn meetings are designed to be conducted in person, bringing together all designers and stakeholders.

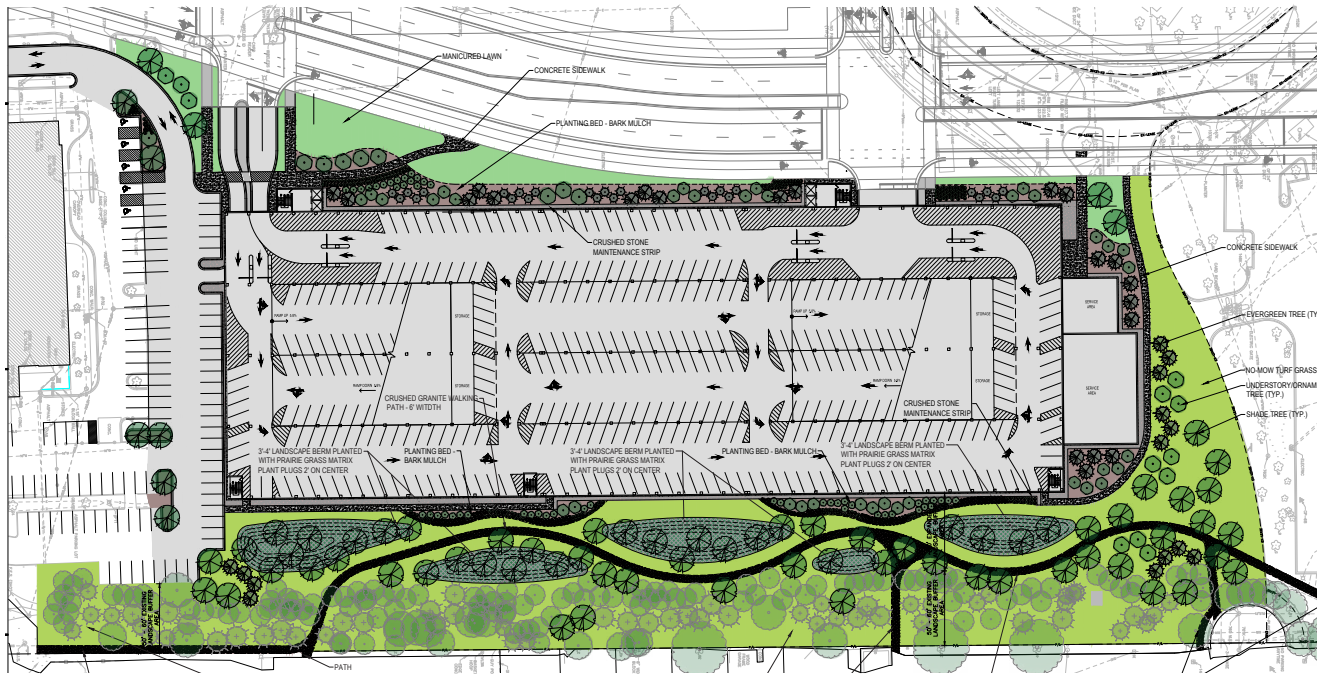
PROJECT DELIVERY PLAN

As an engineering prime, GRAEF begins the project with a well-developed plan that sets the expectations for the design team and how we will engage the City of De Pere Parking Facility's team of stakeholders. The lack of solid planning is a common theme in projects that end up over budget and behind schedule, directly impacting owners' financial models. This plan facilitates a collaborative relationship between the design team and stakeholders to meet project goals such as staying on budget and on schedule.

As a local team, we understand it is imperative to involve the De Pere community in the design process. Members of our team have experience interacting with the various community entities and successfully navigating the City's approval processes. Our team members also have extensive experience working on projects in collaboration with the City of De Pere and the surrounding communities. We fully understand the expectations, documentation, and interaction with the community that will be necessary for success. We will be a strong partner and advocate while navigating through these processes.

Our project delivery plan starts with the focus of achieving the main goal of completing construction by the end of July 2026. The targeted construction start date of September 2025 is achievable by following our proven workshop process. This allows for a high-level of participation among the City of De Pere stakeholders, community representatives, and the entire design team. Ultimately, this results in an efficient use of your time, an optimized design with consensus and buy-in from all parties, and the highest level of value. After reviewing your tentative project schedule, we propose four consultative workshops shown in our project schedule.

PROJECT APPROACH



Froedtert Parking 6 Site Civil Landscape Plan submitted to the City of Wauwatosa Design Review Board

Workshop #1 - Pre-design and Concept Development:

Listen with the Intent to Understand

This is the most essential phase to establish project goals and constraints such as:

- Reflection** – What can we learn from our current parking lots?
- Financial** – Are we pursuing the right sized project?
- Sustainability** – How can we increase our energy efficiency?
- Aesthetic** – Will the ramp fit the developing area?

The outcome of this workshop is to establish a mutual understanding of project goals, program needs, develop a solid conceptual foundation for the project, and allow the design team to further refine the design.

Workshop #2 - Establish Schematic Design: Build Consensus and Set the Framework

Key objectives are to establish a final program, schematic design option, project budget, and construction schedule.

- Financial** – Present performance and preliminary cost information relative to options.
- Sustainability** – Present ideas such as LED lighting on individual occupancy sensors, photovoltaic panels, EV chargers and green roof options.
- Aesthetic** – Present material and finish options for selection.

The outcome is a construction schedule and established dates for community outreach, along with a set of design deliverables ready to submit to the City of De Pere and the CMAR.

Workshop #3 - Design Development: Finalize the Design

Key objectives are to verify budget alignment, make scope adjustments if necessary, and collect all detailed design requirements to set a firm direction for production of design

drawings.

Financial – Review construction cost estimate and verify budget alignment

Sustainability – Establish strategies to be pursued

Aesthetic – Finalize selection of material and finish options

The outcome is a clear direction for preparation of a comprehensive set of contract documents.

Workshop #4 - Design Development Review and Confirmation: Prepare for the Construction Bid Set

Key objectives are to confirm budget alignment and conduct a comprehensive review to verify all information exchanged has been accurately interpreted and included in the design.

Financial – Review construction cost estimate and verify budget alignment

The outcome is a presentation and approvals from City officials and stakeholders.

DESIGN PHASE PLANNING

GRAEF's plans to prepare for managing and conducting review and discussions are as follows:

- 30% Design: Workshop #3, provide engineer's cost estimate/committee meetings
- 60% Design: Workshop #4, provide engineer's cost estimate/committee meetings
- 90% Design: Present 90% drawings & specs for city staff review, prepare permit applications
- 100% Design: Work with CMAR to finalize construction schedule, Plan Commission Review, City Council and Permits

PROJECT APPROACH

Parking facilities are stereotyped for being dingy places always in need of repair. Our team is positioned to change that perception to provide a safe, secure, pleasant environment for the facility users. GRAEF has experience planning parking ramps from both structural and functional perspective to refine the conceptual parking layouts provided in your RFP based on your final business plan. The important attributes to consider:

Highly Functional and Efficient: It is easy to run capital costs up if your ramp layout does not effectively balance the ratio of circulation space to parking. It will be important to work together to find the right mix of parking stalls, sizes and types, fluid ramp circulation, navigation, and wayfinding.

Designed for Operation: Where and how does the snow get removed? It is also very important to consider the high traffic volume that contributes to wear and tear in the selection of materials and design of spaces.

User Safety: A safe parking garage is important, not only from a physical perspective but a psychological one as well. Good directional signage creates good wayfinding for the users, and clear, well-lit interiors are just a start. Good visibility of all garage areas is the single most important safety related design concern.

Achieve Low Operating Costs: We must also focus on design ideas that minimize staff requirements for daily operation along with systems and materials that have reasonable paybacks while delivering superior long-term performance.



Photovoltaic Panel Framing - UW Health EastHub Parking Structure

BUILT TO LAST

GRAEF's own parking rehabilitation experience has shown the higher initial cost results in reduced concrete cracking and lower long-term maintenance costs. Our expertise in corrosion protection has shown the following strategies increase the durability of the structure:

Protecting the reinforcement: Why accept corroding steel bars? Protection starts with specifying epoxy coated rebar, a corrosion inhibitor concrete admixture, and the right

concrete sealer. The easiest way to protect the concrete is the relationship between the parking designer, structural engineer, and plumbing engineer. With these roles as GRAEF engineers, it is easier to coordinate drain locations and ensure the minimum 2% slope to keep water from ponding on the deck.

Reducing Cracked Concrete: Can I reduce the quantity of concrete cracks? Cracks can be minimized by specifying a concrete mix with a low/water cement ratio. Another strategy that GRAEF has been specifying in roof slabs is a waterproofing concrete admixture, which creates crystals to seal small crack after placing the concrete.

Rusted Connections and Architectural Elements: Why accept rusted exposed steel connections and stairs? Protection starts with reviewing specifications to ensure exposed connections are made of stainless steel.

SUSTAINABLE DESIGN STRATEGIES

Our project team is committed to incorporating sustainable strategies on each one of our projects. Through our team's experience in parking facility design we understand the project is eligible for Parksmart, which is administered by the U.S. Green Building Council (USGBC). Whether or not the project seeks to obtain a Parksmart Certification, our team understands the credits, how to manage the contractor submittals, and commission the positioned to capture and achieve your sustainable goals for the project.

We are excited to work with a client that is interested in leveraging creative and innovative project approaches. Our team sees the benefit of building structures to last, incorporation of recycled materials, energy efficient, and water pollution reduction through on-site treatment to name a few.

We understand the City of De Pere is interested in making use of the rooftop deck to install and monitor photovoltaic panel arrays. This is an exciting opportunity to take advantage of a renewable resource for the parking facility, commercial space as well as supporting the community. Using these panels creatively to provide power and an element of covered parking is at the essence of sustainability.

Other sensible sustainable design strategies include:

- Promote the sustainable destination concept for the City of De Pere, downtown district.
- Incorporate measures that promote the use of low-emission and fuel-efficient vehicles.
- Promote use of bicycles for occupants and visitors.
- Incorporate technologies into facility and site storm water design to reduce the runoff quantity and increase the quality.
- Minimize light pollution produced by interior and exterior fixtures.
- Reduce potable water use.
- Minimize construction waste.
- Utilize materials that are composed of post-consumer

PROJECT APPROACH

or pre-consumer recycled materials.

- Utilize materials that are extracted and manufactured regionally.
- Exceed efficiency requirements for a typical baseline facility.
- Avoid complex, unique, or maintenance-intensive systems and finishes for easier long-term maintenance and operations.
- Perform life-cycle costing and analysis of building design and energy systems.

DESIGN TEAM & CONSTRUCTION MANAGER AT RISK

The design team supports the use of a Construction Manager at Risk (CMAR) for construction projects, recognizing them as invaluable resources and trusted partners. While architects and engineers excel at designing buildings, they may not always be attuned to supply chain dynamics or the latest advancements in constructability efficiencies. CMARs provide unique insights and practical solutions that enhance the design and construction process. Below are key examples of the positive impact CMARs can bring to a project:

Embedded Electrical Conduits: Previously dismissed due to corrosion concerns and leakage in older systems, embedded conduits have been reintroduced for modern parking projects. Using flexible plastic conduits has reduced schedules and costs, while today's systems are noncorrosive and watertight, ensuring reliable power delivery to fixtures and data connections to devices.

Hybrid Precast Parking Structures: Traditional precast concrete parking structures typically require more maintenance than post-tensioned or cast-in-place structures. CMARs have introduced hybrid precast solutions that combine precast construction efficiencies with field-cast topping slabs, reducing long-term maintenance needs by eliminating rewelded connections and caulk replacement.

Façade and Stair Tower Materials: Façade materials and stair tower construction often account for a significant portion of the budget. Early collaboration with a CMAR can lead to innovative framing options and alternative materials that reduce costs and shorten construction schedules.

Formwork Optimization: Cast-in-place structures require extensive formwork. Structural engineers working alongside CMARs can select readily available formwork systems with low rental fees and quick assembly/disassembly times. By involving the CMAR early in the design process, structures can be optimized for both material and labor efficiency.

By leveraging the expertise of CMARs during the design phase, projects benefit from innovative solutions, improved efficiency, and reduced costs.

RISKS AND CONSTRAINTS

All building projects come with risks and constraints that must be identified early and addressed thoughtfully. For the City of De Pere Parking Project, our team has identified the following key risks and constraints:

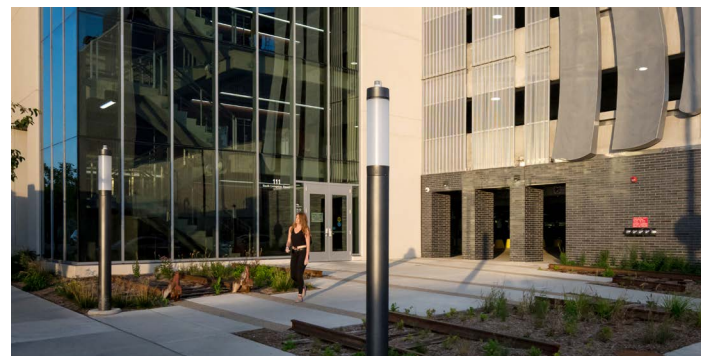
Site Contamination: Downtown locations often have contamination concerns that must be managed effectively. We will collaborate with the owner's environmental testing firm to identify potential contaminants early and develop a mitigation strategy with the CMAR to minimize impacts on cost and schedule. If contaminated soil is encountered, it may be more practical to build above grade rather than below.

Permitting Delays: Delays in obtaining permits can postpone project start dates and impact the construction timeline. GRAEF will proactively engage with the Authority Having Jurisdiction (AHJ) to secure site and stormwater approvals from the City and the DNR as soon as the building footprint is defined.

Budget Management: Staying within budget is critical for the project's success. Clients expect value for their investment, with assurance that funds are allocated toward a durable and long-lasting solution. Cost overruns and significant change orders are unacceptable. Drawing on recent experience with parking projects under construction, we understand how to manage sustainable concrete mix designs and will work closely with the CMAR to establish appropriately sized allowances and set clear expectations with stakeholders to avoid budget overruns.

Quality Control: Employing a Construction Manager at Risk (CMAR) to establish a Guaranteed Maximum Price (GMP) is effective only when the drawings and specifications are accurate and complete. Ensuring quality control during the design phase is essential for a successful construction process.

Our approach includes full-day workshops and page-turn meetings, where stakeholders collaborate to review the 3D model and documents, addressing scope gaps and conflicts. GRAEF's in-house MEP and civil engineering teams conduct quality control reviews of our subconsultants' work. We also utilize BIM for clash detection and leverage Bluebeam Studio sessions to resolve coordination issues at every stage of design.



City of Madison, WI South Livingston Parking Structure

QUESTIONS AND ANSWERS

Q: How will your firm/team's approach to managing and conducting the 30%, 60%, 90%, and 100% City reviews and discussions?

A: During the proposed Workshop meetings, GRAEF educates and informs owner stakeholders about available options, outlining their advantages and disadvantages. With multiple stakeholders likely to have differing opinions on the project scope, we may design components or features that are ultimately not included in the final project. Through multiple review steps (30%, 60%, & 90%), the Construction Manager (CM) evaluates the cost of these options, while the owner decides whether to include or exclude them from the project. The CM maintains a detailed cost control log, and GRAEF tracks the timing of decisions and identifies which stakeholder made each decision.

The design team documents and communicates with stakeholders and the Construction Manager to ensure clarity during construction, safeguard all parties, and manage expectations. After each workshop and review phase, we deliver meeting minutes, notated drawings, and written responses to review comments.

Q: How will your firm/team coordinate with the CMAR to identify the permits that will be required to be submitted and how you would propose to proceed to ensure that permits are obtained quickly?

A: Obtaining approvals for the site civil work, including stormwater management and DNR approvals, can take longer than the engineering work required to create the submittals. Once the building footprint is defined and positioned on the site, our civil engineer and landscape architect will meet with the City of De Pere's engineering department to initiate the review process. It's more efficient to walk the civil design through the various departments and address concerns in a collaborative meeting, rather than going through a prolonged cycle of rejections and resubmittals. GRAEF also recommends securing Design Board approval early during the 30% design phase. We do not anticipate any delays in obtaining State and local plan reviews and permits for the building. Once plan reviews have been obtained by the design team, the CM can file applications for the necessary permits.

Q: Are there value-added services your firm/team can provide above that are identified within the request for proposal?

A: Yes, the scope for the City of De Pere Parking Garage is currently undefined. In the Budget section, we outline the base scope and fee for the project design, along with a la carte options for potential features and enhancements.

Q: What type of structural system to recommend for an underground parking facility and/or a parking structure with residential units on top? Are there other options besides precast and cast-in-place concrete?

A: We typically design pretopped precast structures for developer clients focused primarily on minimizing initial costs, as they often plan to sell the property within 5 to 10 years. In contrast, clients who view their parking facilities as long-term investments, such

as airports and hospitals, tend to prefer post-tensioned cast-in-place concrete structures due to their reduced maintenance requirements and to avoid the high disruption potential associated with repairs.

For commercial developments, we often recommend a hybrid approach: a precast structure with a cast-in-place concrete topping. This method, commonly used in precast structures for high seismic regions and underground parking, combines the advantages of precast construction—such as rapid erection and high-quality factory-produced components—with the durability of a cast-in-place reinforced concrete topping slab. The topping slab eliminates the need for frequent and costly maintenance, such as rewelding stitch connectors and replacing sealant caulk between floor members.

For an underground parking structure supporting a residential building above, a cast-in-place option is typically preferred. This is due to the significant gravity loads from the structure above, the transfer of lateral wind forces from the residential units, and the need to balance horizontal earth pressure below grade. Pretopped precast systems struggle to resist lateral loads, making them less suitable in this scenario. Given these challenges, the hybrid precast with topping approach is a valid and effective option.

Q: Are there any potential issues that the City may have overlooked in its understanding of this project, including aspects related to the site's architecture, MEP, or civil engineering?

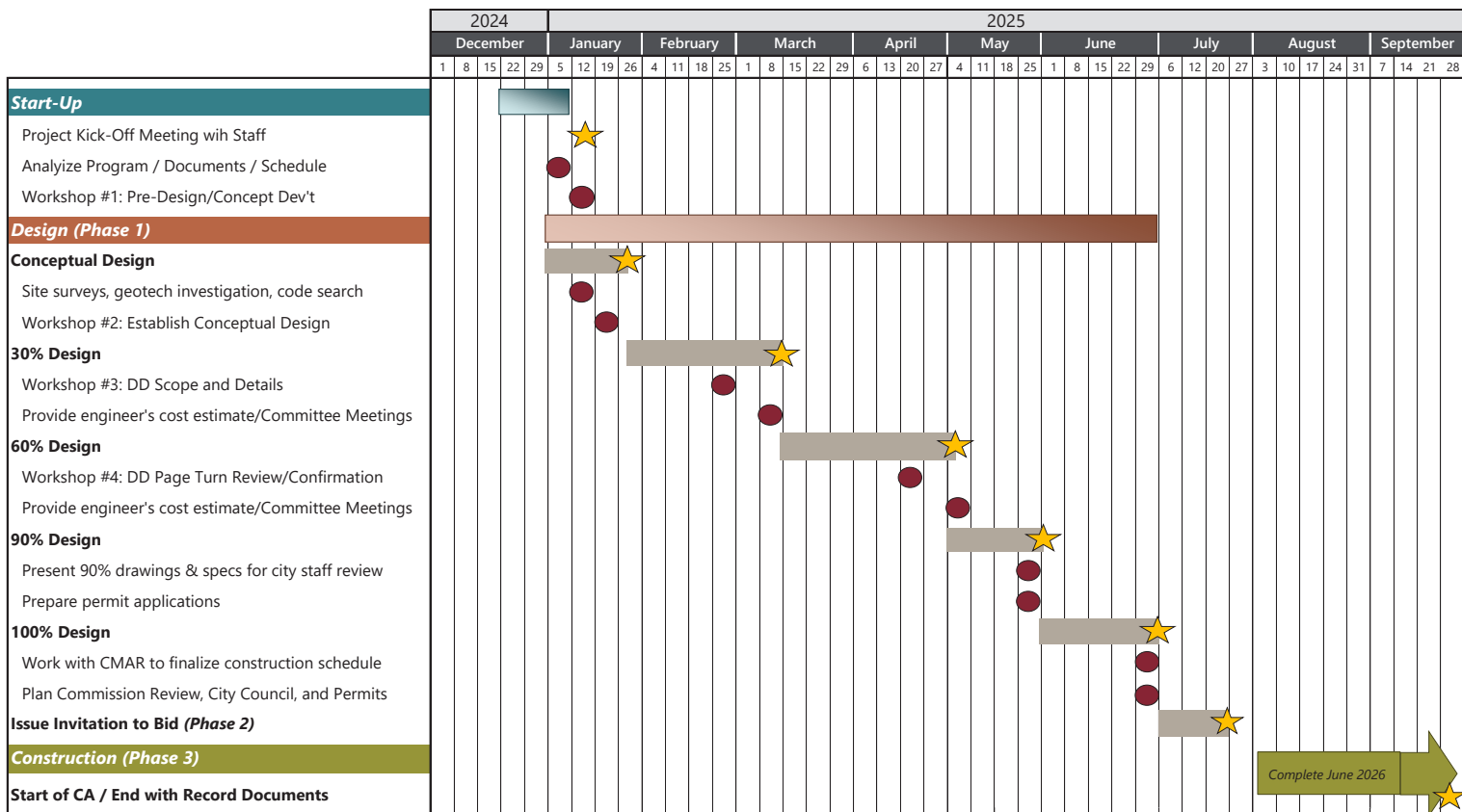
A: An environmental study identifies and classifies site contamination, which can extend the approval process and delay construction. The RFP did not clarify whether an environmental study has already been conducted. While contaminated soils can be mitigated, they may affect the design and construction schedule. Also, soils near a river often have a high-water table and reduced load-bearing capacity. Conducting a geotechnical investigation early will provide valuable insights for the building design and may influence the decision to build underground.

Q: How does your firm/team plan to perform cost estimating services at the 30%, 60%, and 90% design stages?

A: GRAEF has been designing parking facilities in Wisconsin for over 50 years. While we utilize historical cost data to assist with estimating construction budgets, our expertise is in building design rather than construction. As a result, we may not have the most current insights into construction costs and trends. If the City of De Pere intends to use the Engineer's Probable Costs to challenge the Construction Manager's estimates, explore value engineering opportunities, evaluate allowances, or establish contingencies, we recommend engaging a professional construction cost estimator.

To support this process, GRAEF solicited Middleton Consulting & Contracting (MCC) to provide construction estimating services and can furnish a letter of intent for MCC if this approach aligns with the City's needs. Alternatively, GRAEF can develop less detailed cost estimates using our historical cost data. However, it's essential to understand that the level of detail and accuracy will correspond to the resources invested.

PROJECT TIMELINE



The “Anticipated Project Timeline” outlined in the Request for Proposal is ambitious but achievable within the current project scope. The timeline allows approximately six months from the Notice to Proceed on January 8, 2025, to reach the 100% Design Level by June 30, 2025. We have the resources necessary to meet this schedule. Designing the City of De Pere Public Parking Garage within six months is feasible, provided stakeholders complete their reviews promptly during the first half of each design phase and make timely major decisions.

However, several factors outside the control of the architects, engineers, and construction managers can impact the schedule. For example, if significant site contamination is discovered, addressing environmental concerns may delay construction until remediation is complete. Additionally, plan reviews at the City and State levels could extend the timeline by several days to a few weeks.

For more information on Workshops, please see page 18 of this proposal.

BUDGET INFORMATION

We aim to make selecting a parking design consultant team as straightforward as purchasing a new vehicle from a dealership. Based on the RFP, we understand that you need a design team capable of delivering a parking facility with a minimum capacity of 220 spaces. Regardless of the specific scope, certain design tasks—such as attending meetings, stormwater management, and laying out lighting and drainage systems—will be required.

However, scope elements that are currently undefined or unrefined, such as constructing an underground facility or supporting residential units above the structure, can significantly impact the project's scope and associated fees. Continuing with the vehicle analogy, the difference between these parking facility designs is akin to choosing between a compact Kia coupe and a full-sized Ford truck. Both will get the job done, but their designs are tailored to their functions. For the City of De Pere Parking Garage, the "Base Model" assumes a precast (or hybrid) parking structure featuring one level underground, emergency lighting, sidewalks, streetlights, conduit for EV charging, durability enhancements for Wisconsin's climate, ADA compliance, wayfinding signage, fired department standpipes (non-sprinklered), mechanical and electrical rooms, and economically sustainable features.

The "Base Model" Professional Design services are:

"BASE MODEL" PROFESSIONAL DESIGN SERVICES		
	FEE	LABOR
Project Management (includes QC)	\$79,100	(364 hours)
Structural	\$39,472	(226 hours)
Architectural	\$50,165	(254 hours)
Civil	\$22,276	(125 hours)
Mechanical	\$17,616	(98 hours)
Electrical	\$23,884	(138 hours)
Plumbing / Fire Protection	\$19,074	(102 hours)
Landscape Architecture	\$7,460	(39 hours)
Geotechnical	\$16,300	
Site Survey (GRAEF)	\$4,250	
Design Contingency (5%)	\$13,607	
"BASE MODEL" TOTAL	\$293,577	
PACKAGES/OPTIONS		
Cost Estimating	\$17,700	
Parksmart Certification	\$23,742	
Bonus Features		
Upgrade to cast-in-place from precast	\$17,600	
Premium for Multiple levels underground	\$6,800	
Premium for residential units on top	\$4,400	
Premium for sprinkler design	\$5,000	
Premium for Elevator design with call systems	\$2,400	
Premium for fire alarm system/fire pump	\$5,100	

BUDGET INFORMATION

We desire to establish an agreement that is equitable for both the City of De Pere and GRAEF. To support this goal, we have outlined the scope and its breakdowns in Section 5. We are committed to maintaining fairness and integrity in all our client relationships.

The projected hours for the Base Model scope are included here and detailed in the spreadsheet accompanying this proposal. The pay rates are calculated using a 3.25 multiplier of the professional's hourly wage. This multiplier accounts for overhead, employee benefits, and profit. Our current audited overhead rate is 2.71%, as submitted annually to Wisconsin DOT, with the remaining 0.54% representing profit.

CONSTRUCTION ADMINISTRATION (REFERENCE ONLY)		
	FEE	LABOR
Project Management (includes weekly OAC meetings)	\$34,034	(160 hours)
Structural	\$11,343	(63 hours)
Architectural	\$7,900	(40 hours)
Civil	\$3,754	(21 hours)
Mechanical	\$5,156	(30 hours)
Electrical	\$5,400	(28 hours)
Plumbing / Fire Protection	\$5,552	(30 hours)
Design Contingency (5%)	\$3,657	
Construction Administration- Component (2) Total	\$76,796	

HOURLY RATES		
TEAM MEMBER	CLASSIFICATION	RATE
Jason Gross	P6	\$205
Jeff Rosner	P7	\$215
Patrick Skalecki	P8	\$226
Dan Komorowski	P4	\$180
Matt Garcia	P5	\$194
Bob Jeffers	P7	\$215
Jessica Culver	P5	\$194
Joseph Pepitone	P7	\$215
Ian Griffiths	P5	\$194
Stephen Siegle	P5	\$194

For more information on hourly rates, please see Appendix, page 28.

REFERENCES

SOUTH LIVINGSTON PARKING GARAGE

MADISON, WI



DATE OF COMPLETION: July 2018

PROJECT COST: \$25 million

NAME OF CMAR: Miron Construction

PROJECT TYPE: Public

PROJECT OWNER REFERENCE:

James Whitney
Architect
City of Madison, WI
608 / 266 4563
jwhitney@cityofmadison.com

MILWAUKEE BUCKS 5TH STREET PARKING STRUCTURE

MILWAUKEE, WI



DATE OF COMPLETION: February 2018

PROJECT COST: \$30 million

NAME OF CMAR: Findorff

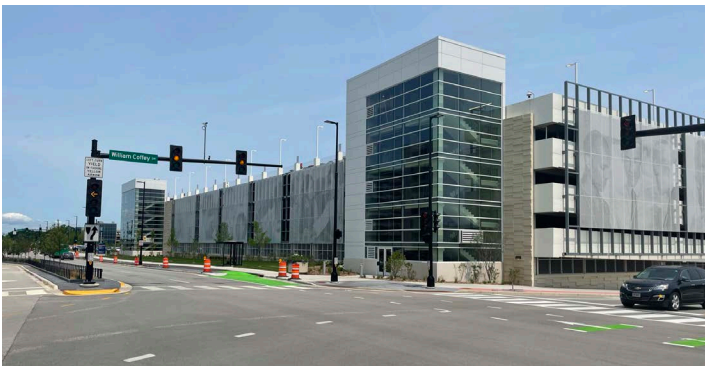
PROJECT TYPE: Private and Public Joint Venture

PROJECT OWNER'S REPRESENTATIVE REFERENCE:

Mike Abrams
Vice President
CAA-ICON
303 / 210 7860
mike.abrams@caaicon.com

FROEDTERT PARKING 6

WAUWATOSA, WI



DATE OF COMPLETION: November 2020

PROJECT COST: \$60 million

NAME OF CMAR: CG Schmidt, Inc.

PROJECT TYPE: Private

PROJECT OWNER REFERENCE:

Brad Weinert
Lead Project Manager
Froedtert Hospital
414 / 805 9045
brad.weinert@froedtert.com

REFERENCES

GRAEF PROJECTS WITH CMAR

- Bayshore Town Center East & South Garages | Glendale, WI **(Private)**
- Block 100 Capitol Point Condominiums | Madison, WI **(Private)**
- Dane County Regional Airport | Madison, WI **(Public)**
- Evanston Medical Office Building | Evanston, IL **(Public)**
- Froedtert Health Parking Structure 6 | Wauwatosa, WI **(Private)**
- General Mitchell International Airport Addition | Milwaukee, WI **(Public)**
- Gundersen Lutheran Hospital | La Crosse, WI **(Private)**
- Hilton Hotel Madison at Monona Terrace | Madison, WI **(Private)**
- Honey Creek Corporate Center | Milwaukee, WI **(Private)**
- Kenosha Hospital - Medical Center | Kenosha, WI **(Private)**
- Marquette University 16th Street Parking Structure | Milwaukee, WI **(Private)**
- Marquette University Wells Street Parking Structure | Milwaukee, WI **(Private)**
- Martha Jefferson Hospital | Charlottesville, VA **(Private)**
- Milwaukee Art Museum | Milwaukee, WI **(Private)**
- Milwaukee Bucks Block 7 Parking Structure | Milwaukee, WI **(Public & Private)**
- Mt. Sinai Hospital | Minneapolis, MN - Northwestern Mutual **(Private)**
- Franklin Parking Structure | Franklin, WI **(Public)**
- Oak Park Parking Structure | Oak Park, IL **(Public)**
- Potawatomi Bingo Casino Expansion | Milwaukee, WI **(Private)**
- Saint John's on the Lake Parking Garage | Milwaukee, WI **(Private)**
- St. Joseph's Regional Medical Center | Milwaukee, WI **(Private)**
- St. Luke's Medical Center | Milwaukee, WI **(Private)**
- The Grand Avenue Mall | Milwaukee, WI **(Public)**
- The Hermitage Apartments | Chicago, IL **(Private)**
- University of Wisconsin-Madison Lot 46 Expansion | Madison, WI **(Public)**
- University of Wisconsin-Milwaukee Science Complex | Milwaukee, WI **(Public)**
- University of Wisconsin-La Crosse Parking Ramp and Police Services | La Crosse, WI **(Public)**
- University of Wisconsin/University Hospital Parking Expansion Lot 75 | Madison, WI **(Public)**
- US Bank Corporate Parking Garage | Milwaukee, WI **(Private)**
- Waukesha Memorial Hospital Employee Parking | Waukesha, WI **(Private)**
- Waukesha Transit Terminal | Waukesha, WI **(Public)**
- West Allis Memorial Hospital | West Allis, WI **(Private)**
- West Bend Mutual Insurance | West Bend, WI **(Private)**
- Wisconsin Electric Power Company | Milwaukee, WI **(Public Utility)**

INSURANCE & LEGAL RESPONSIBILITIES

Pending or completed lawsuits in the last 5 years for Graef-USA Inc. Updated 11/19/2024.The professional liability claim settlements are all subject to confidentiality restrictions.

Maria and Thomas Murphy v. Palos Community Hospital, et. al., Cook County Illinois Case No. 2015-L-066052. This civil action lawsuit against multiple parties arises from a slip/fall in a parking lot. This case was settled in May 2022. CNA paid portion of settlement.

Zurich American Insurance Company v. Terra Engineering & Construction et. al., Milwaukee County Wisconsin Circuit Case No. 17-CV-11048. 2017. This civil action against multiple parties arises from damage to an adjacent property during construction. This case was settled in December 2019.

Robin Matchett-Schmidt v. City of Oak Creek, et. al., Milwaukee County Wisconsin Circuit Court Case No. 19-CV-4295. This civil action against multiple parties arises from a slip/fall on a splash pad. This case was settled in May 2021.

Blue Skies of Texas, Inc. v. Skanska USA Building, Inc. et. al., Bear County Texas, 438th Judicial District. Case No. 2019-CI-19689. This is a civil action against multiple parties for alleged building deficiencies. This case was settled in August 2022. CNA paid portion of settlement.

Gran Paraiso Condominium Association, Inc. v. PRH Paraiso Two, LLC, et al., Miami-Dade County Florida 11th Judicial Circuit Court, Case No. 2023-015927-CA-01 (CA44). This is a civil action against multiple parties for alleged building deficiencies. This case was settled in November 2024.

Insurance companies that have written commercial liability insurance policies for GRAEF-USA Inc. in the past three (3) years.

Continental Casualty Company (CNA)
P.O. Box 74007619
Chicago, IL 60674-7619

Graef-USA Inc., Berners Schober, and ECS Midwest have not been suspended from either bidding or entering into any government contract.

APPENDIX



collaborāte / formulāte / innovāte

PROFESSIONAL SERVICES 2024 FEE SCHEDULE (effective January 1, 2024)

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 247.00
Group Manager (P8)	\$ 226.00
Senior Professional (P7)	\$ 215.00
Professional (P6)	\$ 205.00
Professional (P5)	\$ 194.00
Professional (P4)	\$ 180.00
Professional (P3)	\$ 166.00
Professional (P2)	\$ 150.00
Professional (P1)	\$ 126.00
Senior Technician/Inspector (T6)	\$ 168.00
Senior Technician/Inspector (T5)	\$ 154.00
Senior Technician/Inspector (T4)	\$ 144.00
Technician/Inspector (T3)	\$ 130.00
Technician/Inspector (T2)	\$ 114.00
Technician/Inspector (T1)	\$ 95.00
Survey Crew - 1 Person	\$ 176.00
Survey Crew - 2 Person	\$ 245.00
Administrative	\$ 91.00

Automobile travel will be billed at the current federal rate of 67.0 cents per mile.

Survey vehicles will be billed at 75 cents per mile.

LIDAR scanner will be billed at \$150/hour.

Unmanned Aircraft System (UAS) will be billed at \$75/hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at cost plus 5 percent.

GENERAL INFORMATION		
Project Name:	De Pere Parking Garage	
Client Name:	City of De Pere	
Date:	12/3/24	



RATE TABLES																	
Target Multiplier = 3.25 (2024 Rate Table)			Target Multiplier = 3.00 (2024 Rate Table)			Custom 1 Rate Table - 3.25			Custom 2 Rate Table - 3.00			Raw Rate x Multiplier			Subconsultants		
Classification	Rate/hr		Classification	Rate/hr		Classification	Rate/hr		Classification	Rate/hr		Classification	Raw Rate/hr	3.25	Rate/hr	Title	Rate/hr
P9	\$268		P9	\$247		P9	\$255		P9	\$235		P9	\$82	\$268			\$0
P8	\$246		P8	\$226		P8	\$235		P8	\$215		P8	\$76	\$246			\$0
P7	\$231		P7	\$215		P7	\$220		P7	\$205		P7	\$71	\$231			\$0
P6	\$221		P6	\$205		P6	\$210		P6	\$195		P6	\$68	\$221			\$0
P5	\$210		P5	\$194		P5	\$200		P5	\$185		P5	\$65	\$210			\$0
P4	\$193		P4	\$180		P4	\$184		P4	\$171		P4	\$59	\$193			\$0
P3	\$176		P3	\$166		P3	\$168		P3	\$158		P3	\$54	\$176			\$0
P2	\$158		P2	\$150		P2	\$150		P2	\$143		P2	\$49	\$158			\$0
P1	\$138		P1	\$126		P1	\$132		P1	\$120		P1	\$42	\$138			\$0
T6	\$180		T6	\$168		T6	\$172		T6	\$160		T6	\$55	\$180			\$0
T5	\$168		T5	\$154		T5	\$160		T5	\$147		T5	\$52	\$168			\$0
T4	\$155		T4	\$144		T4	\$148		T4	\$137		T4	\$48	\$155			\$0
T3	\$142		T3	\$130		T3	\$135		T3	\$124		T3	\$44	\$142			\$0
T2	\$122		T2	\$114		T2	\$116		T2	\$109		T2	\$38	\$122			\$0
T1	\$100		T1	\$95		T1	\$95		T1	\$90		T1	\$31	\$100			\$0
Survey Crew - 1 Person	\$182		Survey Crew - 1 Person	\$176		Survey Crew - 1 Person	\$174		Survey Crew - 1 Person	\$168		Survey Crew - 1 Person	\$56	\$182			\$0
Survey Crew - 2 Person	\$257		Survey Crew - 2 Person	\$245		Survey Crew - 2 Person	\$245		Survey Crew - 2 Person	\$233		Survey Crew - 2 Person	\$79	\$257			\$0
Administrative	\$94		Administrative	\$91		Administrative	\$90		Administrative	\$87		Administrative	\$29	\$94			\$0

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee

From: Daniel Lindstrom, Development Services Director

Date: December 10, 2024

RE: **Consideration and possible action on the award of contract for the Design and Construction Administration of a public parking structure at 230 N Wisconsin St (ED-875) to the team of GRAEF/Berners Schober/ECS***

Overview

In 2023, the City of De Pere approved a term sheet for redeveloping the former ShopKo retail store at the 200 block of Broadway and Wisconsin Streets. The approved term sheet included development terms for five new mixed-use buildings downtown and a publicly owned parking structure. In July 2024, the City and Developer approved an initial development agreement for the first building (Building "F"), including the sale of the appropriate road right-of-way and parcel for the future parking structure. The development agreement contemplated an approximately 220-240-stall parking structure. The City closed on the parking structure lot on September 24, 2024.

RFP Breakdown/Issuance

In October and November, the City prepared and revised two separate Requests for Proposals (RFP) for (1) Design and (2) Construction Manager at Risk (CMaR). The scope of the Request for Proposals Consulting Services - Architecture and Engineering Design Services Public Parking Garage is included within this exhibit. The design budget was purposefully vague because staff was unsure of the impact of the design decisions. However, through research, we anticipated that the ramp design would range between 5 and 7% of the total construction cost. Based on an anticipated average of about \$35,000 for an aboveground stall – we anticipated approximately \$350,000 to \$450,000 for the design of the parking structure. Additionally, staff wanted the consultant team to lead the City through design exercises to (1) determine if any of the proposed structures should be partially located below ground to add additional parking capacity and at what cost and (2) to facilitate a design that fits within the redevelopment plan presented to the City.

Proposed Timeline

Below are details of the proposed timeline for the completion of the RFP and consultant selection process, the design process, and the construction process.

Finance and Personnel Committee.....	December 10, 2024
Council Approval.....	December 17, 2024, or January 7, 2025
Notice to Proceed	January 8, 2025
Design Kickoff meeting w/staff.....	Week of January 13, 2025
 <u>Design Specific – Note: Design kickoff is ahead of CMaR Kickoff</u>	
Phase 1 – Conceptual / 30% Design	January 31, 2025/March 11, 2025(F&P)
Phase 1 – 60% Design	Week of May 5, 2025
Phase 1 – 90% Design	Week of May 26, 2025
Phase 1 – 100% Design	Week of June 30, 2025
Phase 1 – Final Design Approval	Week of July 7, 2025

CMAr Roles

Phase 2 - Issue Invitation to BIDWeek of July 22, 2025

Phase 3 – Construction Management.....Sept 2025 to June/July 2026.

Received proposals:

The City sent both RFPs directly to 30 potentially interested parties and posted the RFPs to various professional organizational webpages. The City received two proposals from the following teams:

EUA/Walker/RE Lee

GRAEF/Berners Schober/ECS

Staff evaluations:

The review team, comprised of the City Administrator, City Attorney, City Engineer, Development Services Director, and Community and Economic Development Specialist, evaluated the proposals based on the following scoring criteria:

Cover Letter (2 pages):.....	0 PTs
Qualifications and Capabilities (up to 10 pages):.....	15
Project Understanding and Approach (up to 10 pages):.....	40
Project Timeline (up to 5 pages):	15
Budget (up to 2 pages):.....	15
References:	15
Total	100

Both proposals were well-written and had quality references and a plethora of examples. Both proposals reviewed the needs of the City and presented a proposal that staff believes would meet the City's needs for a quality structure with minimal maintenance in the future. Both proposals also have significant experience working with a CMAr. However, after reviewing the proposal, staff felt that the GRAEF design workshop approach, combined with its focus on sustainability and hybrid construction systems, would meet the City's needs.

Cost proposals:

The EUA/Walker/RE Lee team presented a package that included total costs for a complete design, construction administration, and expenses for a total of \$743,410.

The GRAEF/Berners Schober/ECS team presented base model design services with optional add-ons based on the initial design meetings for a total proposal cost of \$435,515. Given the cost difference between the proposals, staff requested additional clarification questions from the GRAEF team to determine if they fully understood the project. The GRAEF team understood the scope and reaffirmed their proposal.

<u>EUA/Walker/RE Lee</u>		
Design (+survey, geotech)	\$	577,080
Construction Administration	\$	142,330
Direct Costs	\$	24,000
Total	\$	743,410

<u>GRAEF/Berners Schober/ECS</u>		
Base Model Design (+survey, geotech)	\$	293,577
Cost Estimating	\$	17,700
Parksmart Certification	\$	23,742
Other Optional Items (all)	\$	23,700
Construction Administration	\$	76,796
Total	\$	435,515

Recommendation

Staff recommends awarding the design contract for the public parking structure to the GRAEF/Berners Schober/ECS team. If the Finance and Personnel Committee recommends approval to the Common Council staff, it anticipates utilizing AIA Form B101-2017 or a similar service agreement and would present it to the Common Council.

Exhibit: Objectives and Scope

OBJECTIVES

The City seeks to design and construct a parking garage with at least 220 parking spaces. The subject area is described as Lot 1 in Exhibit C. The design shall be done promptly and maximize the number of parking spaces while balancing the need to retain the downtown character.

For information only, the City will evaluate the design proposal based on, but not limited to, the following design objectives:

- A. During the design of the public parking garage, the Parties will work collaboratively to determine whether it is feasible for the public parking garage to include both surface and subgrade parking garage/structure or if it should solely be a surface-level garage. The City is solely responsible for determining the project's total size, height, and scale.
- B. The designer's approach to the project and the design's aesthetic value are viewed by pedestrians, motorists, and visitors to downtown De Pere, and its overall fit with the urban character of the vision for Downtown. The Proposer will use good faith efforts to design and construct the public parking garage complimentary to the structures planned for the conceptual redevelopment. The City envisions involving the public in the design process and allows the public to provide input on the design of the public parking garage throughout said process. The City reserves the sole authority to approve the final design of the public parking garage.
- C. The design's functionality includes how one conveniently and safely enters and exits the garage while minimizing the impact on pedestrian comfort and safety.
- D. The plan is to implement technology investments to make the ramp as self-sufficient and low maintenance as possible (smart lighting fixtures with occupancy sensors, gate arms, LRPs, etc.), consistent with a conceptual theory of operations plan.
- E. The design must include streetscaping in the overall design concept, and there must be ample room for wide sidewalks and decorative streetlamps consistent with the Downtown.
- F. The structure must be designed with high quality, long-term durability, and low maintenance components/elements that withstand the Wisconsin/Midwest climate.
- G. Patron security must be a design priority, and an efficient lighting system is essential. Emergency lighting shall be incorporated in appropriate locations throughout the structure. The design shall include a camera surveillance system at each level in strategic locations where pedestrian and vehicle traffic will occur.
- H. Accessibility requirements must be incorporated in all aspects of the structure.
- I. Appropriate signage and graphics shall be provided to clearly define ingress and egress, emergency and safety information, and any other information necessary for the operation of the garage.
- J. The garage shall accommodate any required mechanical, electrical, fire protection, elevator, and mechanical equipment rooms in compliance with all codes and standards.
- K. Work with the City Department of Public Works to prepare plans to meet required stormwater requirements.

- L. The inclusion of preplanned conduit for electric vehicle charging.
- M. The City of De Pere is committed to fostering, encouraging, and supporting sustainable development and green building practices to the maximum extent possible. Respondent(s) shall demonstrate how sustainable building, parking, and transportation practices can be incorporated into the proposed parking structure's design, management, and operation. Demonstration of sustainable practices shall include a summary of the pros and cons of each, the anticipated maintenance implications, and initial costs and potential savings. The final design should enable the proposed Parking Structure to obtain Parksmart Certification through Green Business Certification, Inc. (GBCI), the certifying body for LEED. Current assumptions are that rooftop solar canopies may be part of the final design. Respondent(s) may include an International Parking Institute/GBCI Parksmart Advisor on their team to demonstrate expertise and familiarity with this standard.

SCOPE OF WORK

The professional services and the corresponding fees will include professional services through the design phase. The selected team will work with the City to complete a comparative financial feasibility analysis. As stated above, the overall scope of work is in two components: (1) Design/Preconstruction and (2) Construction Management; however, this RFP is limited to the Design/Preconstruction related to the architectural and engineering firms.

Phase 1: Design/Preconstruction

The Firm/ Team will be required to provide the full range of Architecture and Engineering (A/E) professional services, including survey, site civil, landscaping, geotechnical and foundation engineering, structural engineering, mechanical engineering, and electrical engineering services. The Scope of Design Services requested can be generally described by the following phases and tasks:

1. Complete a base property, utility, and topographic survey for the site. In addition to accurate topographic information, the location, depth, and inverts of existing sewers and utilities are critical to the proposed Parking Structure design. *NOTE: the City of De Pere has a complete site topographical survey for the area. The City is currently designing future Wisconsin and William Street reconstruction projects.*
2. Conduct a geotechnical investigation and prepare foundation recommendations to the extent that the construction and development of the Parking Structure will involve excavation of soils and/or fill materials (e.g., for installation of footers, drilling of geotechnical borings, etc.). A copy of the Phase 2 Environmental Analysis can be provided. The City has an environmental consultant on retainer for any additional required testing.
3. Comply with any and all environmental laws, regulations, and requirements applicable to the construction and development of the Parking Structure, including, without limitation, the requirements of the Wisconsin DNR.
4. Assess the relative merits of alternative structural systems, considering the subsurface conditions, maintenance and construction costs, and architectural features, and recommend a particular structural system.
5. Coordinate with the City's parking consultant regarding the Shared Parking Demand analysis results to determine the required number of spaces and stories. Design results shall be fed back to the financial feasibility analysis.

6. The parking structure must be designed in accordance with all Federal, State, community, and local regulations and guidelines, including without limitation the City of De Pere Zoning Ordinance requirements and requirements for stormwater quality and retention.

7. 30% Design

a. The major components of the conceptual design options shall include:

- i. Communicate with stakeholders and landowners;
- ii. Exterior elevations and color samples;
- iii. Access;
- iv. Pedestrian and bicycle facilities;
- v. Streetscape: parking orientation, number of parking spaces, landscaping, lighting, amenities, etc.;
- vi. The stormwater management system, which includes coordination with the Engineering Division to meet 40% TSS for the redevelopment site;
- vii. Public utility considerations;
- viii. Work with the City's parking consultant for proposed technology integrations for security and control systems; and
- ix. Evaluation of enlarged footings to construct additional residential units on top of the parking structure, if desired.

b. Prepare an engineer's cost opinion associated with the project's construction as described in the Scope of Services sections. Staff notes that a precast engineering analysis may be separate from the traditional Architectural, MEP (Mechanical, Electrical, Plumbing), and Civil Engineering for site development; as such, state within a proposal what is and is not included with the proposer's design estimate.

c. Present to Various City Council and Committee Meetings. The City anticipates the following number of meetings at agreed intervals throughout the design process.

- i. Finance and Personnel Committee – two meetings suggested 30% and 90% design
- ii. Common Council – final design approval
- iii. Plan Commission – final site plan
- iv. Public Informational Meeting - TBD

d. Prepare, in advance a general community review and comment period, a colored site plan with elevations and imagery, including, but not limited to, contextual information and some information about materials.

e. Value Engineering Options - where cost is high, or construction is difficult, the team and CMaR should propose options for reducing cost, construction time, and construction challenges. This shall also include the impact of the sustainable development measures.

8. 60% Design

a. Based on direction from City staff and CMaR, revisions to the 60% design should be prepared prior to submittal to permitting agencies.

- b. Prepare and present a 60% engineer's cost estimate.

9. 90% Design

- a. Present the 90% design and specifications for city staff final review.
- b. Prepare and submit all required permit applications to attempt to secure permits by the 100% Design submittal.

10. 100% Design

- a. Work with CMaR to finalize the construction timeline and schedule.
- b. Present the 100% design and specifications to the Plan Commission for site plan approval and to the City Council for final design approval for bid.
- c. Submit construction-ready documents and all permits for bid. Documents should be signed and sealed by professionals of applicable disciplines.

11. As-Built Drawings

Work with the CMaR to prepare final as-built drawings for City records.



CITY OF DE PERE PUBLIC PARKING GARAGE

Request for Architecture + Engineering Design Services

December 2, 2024



At their core, architecture and engineering are not about bricks, mortar, wood, glass and steel. They're not even about plans or aesthetics. Sure, these are all important, but anyone can give you these things.

We believe design is about people.

Design has the power to unleash true human potential. The power to enable people to be their best. The power to inspire people to be better human beings.

This is a big promise.

We don't make it alone. Our team includes our clients. It includes everyone who uses and enjoys the spaces we create. Delivering on the promise requires dedication, listening closely, working diligently, collaborating relentlessly and executing brilliantly. It's no small task; we can only accomplish it together.

We believe great design is about more than elevating the environment.

We believe great design is about elevating people's potential.



TABLE OF CONTENTS

ONE	04
Cover Letter	
TWO	07
Qualifications + Capabilities	
THREE	20
Project Understanding + Approach	
FOUR	27
Project Milestones	
FIVE	29
Budget	
SIX	31
References	
SEVEN	34
Insurance + Legal Responsibilities	



one:

COVER LETTER

December 2, 2024

Daniel Lindstrom, Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 54115



green bay : 124 N Broadway	920.336.9929
milwaukee : 333 E Chicago St	414.271.5350
madison : 309 W Johnson St, Ste 202	608.442.5350
denver : 1899 Wynkoop St, Ste 700	303.595.4500
atlanta : 1401 Peachtree St NE, Ste 300	404.596.8006

eua.com

Dear Mr. Lindstrom and Selection Committee,

Thank you for the opportunity to submit our proposal for the design of Downtown De Pere's new public parking structure. Our combined team – EUA, Walker Consultants and Robert E. Lee & Associates (REL) – is excited to bring a collaborative, community-focused and sustainability-driven approach to this transformative project. Our proposal is built on a foundation of proven expertise, strong local ties and a shared vision for a vibrant, pedestrian-friendly downtown.

A Proven Partner with Local and Regional Expertise: As the architecture team for an active development adjacent to the proposed parking structure site, EUA offers firsthand familiarity with the project area and its opportunities. Our partnership with Walker Consultants, the authors of the city's parking study, ensures seamless alignment with the city's vision and data-driven strategies. Together, our team combines local knowledge with national expertise, bringing decades of experience designing high-performance parking structures for urban contexts.

Integrated Solutions for Functionality, Community and Design: We understand this parking structure is more than a functional asset; it's critical to Downtown De Pere's ongoing revitalization. Our fully integrated team of architects, engineers and sustainability specialists will work hand-in-hand to deliver a design that:

- Maximizes parking efficiency while maintaining compatibility with the downtown's character.
- Enhances safety, accessibility and pedestrian flow.
- Incorporates cutting-edge technology for operations and maintenance.
- Meets sustainability goals with features designed to achieve Parksmart Certification, such as EV charging infrastructure and rooftop solar opportunities. (Read more about how we helped TruStage achieve ParkSmart Bronze <https://eua.com/news/trustage-achieves-wisconsins-first-parksmart-bronze-certification/>)

Listening to De Pere, Designing for De Pere: Exceptional listening is at the heart of our design process. We will actively engage with city stakeholders, public committees and the broader community to gather input and ensure the structure reflects De Pere's unique identity. Our commitment is to design a garage that not only supports current needs but also contributes to the city's long-term growth and sustainability.

We look forward to the opportunity to partner with the City of De Pere on this exciting initiative. Please feel free to contact me directly at 920.530.4004 or paulj@eua.com to discuss how we can bring your vision to life.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Paul Janssen', with a stylized flourish at the end.

Paul Janssen | Senior Project Manager : Point of Contact
Green Bay | 920.530.4004 | paulj@eua.com



EUA BY THE NUMBERS:

117

Years in
Business

280+

Talented
Employees

140+

Registered
Professionals

7

Client
Markets

5

Office
Locations

Our core values have been the same for over a century: always do the right thing and treat clients, partners, and communities with respect. We deliver quality planning, design and engineering solutions and are committed to the markets we serve, including community, healthcare, industry, learning, living, science + technology and workplace.

We believe that informed and effective design elevates people's potential.

We'll make sure this happens by asking you questions about what your space needs. We encourage you to share your thoughts and ideas — our design philosophy always puts your visions first.

eua.com | green bay : milwaukee : madison : denver : atlanta

PARKING DESIGN

Parking structures shouldn't be an afterthought. The team of EUA | Walker's experience with structural and architectural systems results in attractive, functional facilities that exceed industry standards and are architecturally supportive of any development.



WALKER CONSULTANTS BY THE NUMBERS:

59

Years in
Business

370+

Talented
Employees

400+

Parking
Structures Designed

88

Midwestern
Employees

27

Office
Locations

Established in 1965 as a structural engineering firm, Walker Consultants began to specialize in parking design and consulting, and by the 1980s became the leading parking consulting firm in the United States.

With today's rapidly changing landscape of ride apps, new mobility options, autonomous and electric vehicles, and sustainability, parking facilities must be designed with flexibility to accommodate new usage patterns and vehicle characteristics. Throughout all this change, they must still be designed to be efficient, user-friendly, durable, and cost-effective. This begins with studying and understanding the requirements of the facility's users today and in the future.

Our creative professionals, backed by more than 55 years of experience, will craft a facility that will function well today and decades into the future.

Solutions from start to finish—and beyond.

walkerconsultants.com | nationwide



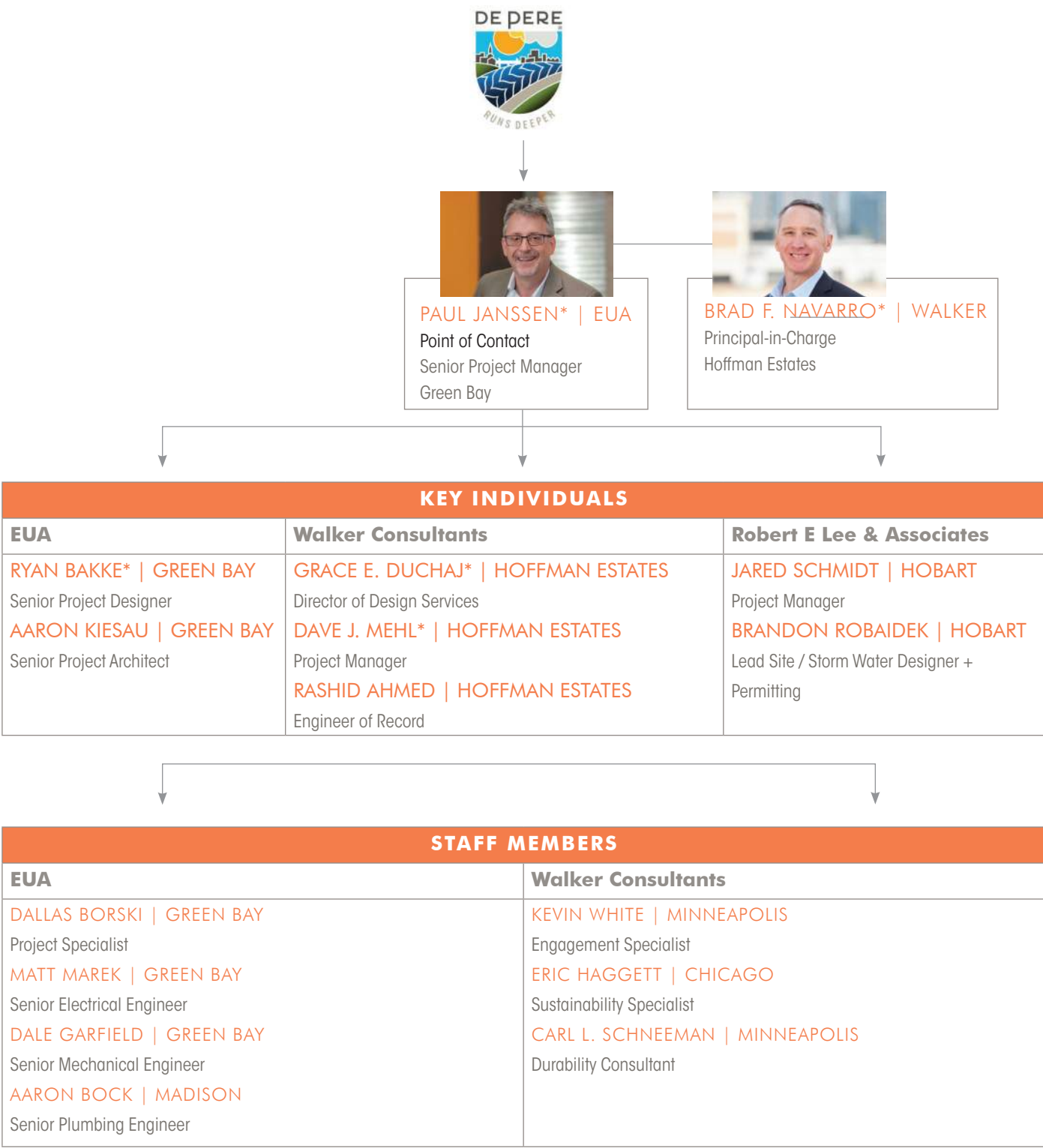
two:

QUALIFICATIONS + CAPABILITIES

ORGANIZATION CHART + KEY INDIVIDUALS RESUMES

The team we are presenting includes specialized professionals with the expertise needed to serve your project. Our team has a strong understanding of not only parking garage projects but also local and national expertise in helping cities develop long-term public assets that are woven into the community fabric. This team brings diverse and current experience in multiple parking garage projects.

* Individual who will be on the interview team





Paul Janssen, AIA | EUA

SENIOR PROJECT MANAGER | POINT OF CONTACT

Paul has proven expertise in managing the overall aspects of design and construction projects and is responsible for completing projects on time and within budget. He does this by effectively coordinating the building trades and developing partnerships and rapport among the design team, local officials and clients. Paul has an advanced understanding of his clients' needs and responds to them with diligent attention to detail, resulting in superior service and high levels of client satisfaction.

FEATURED PROJECTS

- Belmark Plant 7 – De Pere, WI
- Prince of Peace Addition + Renovation – Bellevue, WI
- Menominee yoU - Language Center – Keshena, WI
- Mid-State Technical College - AMETA Center – Stevens Point, WI
- Broadway Automotive: Collision Center, VW + Chevrolet – Green Bay, WI
- Millis Transfer Trucking Facility – Cartersville, GA
- Brown County South Landfill – Green Bay, WI

EDUCATION

Bachelor of Science, Architecture
University of Wisconsin-Milwaukee, 1988

REGISTRATION

Architect: Wisconsin, 2014

AFFILIATIONS

American Institute of Architects (AIA)

AVAILABILITY

Paul has 75% in 2025



Ryan Bakke, AIA, NCARB | EUA

SENIOR PROJECT DESIGNER : PRINCIPAL

Ryan has a proven track record of delivering projects through all phases, from pre-planning to construction. He is committed to providing clear solutions, especially when faced with complex challenges, a skill he's honed through experience working on projects throughout North America, Asia, and the Middle East. An expert in multiple types of facilities, Ryan ensures that your building elevates your organization's purpose and enhances your identity in the community.

FEATURED PROJECTS

- One Menasha Center Parking Garage – Menasha, WI
- Oshkosh Corporation Global Headquarters – Menasha, WI
- Community First Credit Union Corporate Office – Appleton, WI
- Moraine Park Technical College, AIR Center – Fond Du Lac, WI
- Moraine Park Technical College, AIR Center – Fond Du Lac, WI
- Menominee Tribal Clinic – Keshena, WI

EDUCATION

Bachelor of Architecture
Iowa State University, 2003

REGISTRATION

Architect: Illinois, Oklahoma, Wisconsin

AFFILIATIONS

- American Institute of Architects (AIA)
- National Council of Architectural Registration Boards (NCARB)

AVAILABILITY

Ryan has 50% in 2025



Bradley F. Navarro, PE | Walker

PRINCIPAL-IN-CHARGE

Brad is a vice president and managing principal of Walker Consultant's two Chicago offices. Brad has 20 years of experience in parking planning, design, and consulting, and oversees the production and quality assurance process for all design projects produced by Walker's Chicago offices. He has consulted on hundreds of parking related projects, lending expertise to site selection, engineering, building code analysis, durability design, and facility maintenance and restoration.

FEATURED PROJECTS

- Glen Ellyn Civic Center Garage – Glen Ellyn, IL
- Maple Street Commuter Parking – Mount Prospect, IL
- Madison Veteran's Affairs Garage – Madison, WI

EDUCATION

Bachelor of Science in Civil Engineering
University of Illinois at Urbana-Champaign

REGISTRATION

Professional Engineer (IL, MO, IA, MI)

AFFILIATIONS

American Society of Civil Engineers (ASCE)
National Council of Examiners for Engineering and Surveying (NCEES)

AVAILABILITY

Brad has 25% in 2025



Grace E. Duchaj, PE, SE | Walker

DIRECTOR OF DESIGN SERVICES

Grace is the director of design services in Walker's Chicago West office. She specializes in structural design of new parking garage projects, with an emphasis in concrete construction. Grace's enthusiasm for innovation and design creativity has led her to gain experience in the design and execution of materials such as concrete, structural steel, and aluminum included on a variety of parking-related and mixed-use structures.

FEATURED PROJECTS

- Glen Ellyn Civic Center Garage – Glen Ellyn, IL
- Maple Street Commuter Parking – Mount Prospect, IL
- Madison Veteran's Affairs Garage – Madison, WI
- State Street Campus Garage – Madison, WI

EDUCATION

Master of Engineering in Structural Engineering
Illinois Institute of Technology

Bachelor of Science in Civil Engineering
Illinois Institute of Technology

REGISTRATION

Professional Engineer (IL, WI)
Structural Engineer (IL)

AFFILIATIONS

American Society of Civil Engineers, Structural Engineering Institute

AVAILABILITY

Grace has 25% in 2025



David J. Mehl, SE, PE | Walker

PROJECT MANAGER

Dave is a project manager for Walker Consultants' Hoffman Estates office. Since joining Walker in 2005, Dave has devoted his time to specializing his experience in structural design. His experience in the industry includes a variety of projects such as municipalities, commercial developments, universities, hospitals, airports and corporate facilities.

FEATURED PROJECTS

- Maple Street Commuter Parking – Mount Prospect, IL
- Madison Veteran's Affairs Garage – Madison, WI
- Glen Ellyn Civic Center Garage – Glen Ellyn, IL

EDUCATION

Master of Science in Civil Engineering
Purdue University

Bachelor of Science in Civil Engineering
Purdue University

REGISTRATION

Professional Engineer (IL, MO, WI)
Structural Engineer (IL)

AVAILABILITY

Dave has 75% in 2025



Rashid Ahmed, SE, PE | Walker

ENGINEER OF RECORD

Rashid is vice president and chief engineer at Walker Consultants. Rashid led the structural group and is responsible for overseeing the structural engineering for the Chicago and other Walker offices. His responsibilities include overseeing structural design, restoration design, quality assurance, construction administration, and peer review for precast and post-tensioned concrete structures.

FEATURED PROJECTS

- Glen Ellyn Civic Center Garage – Glen Ellyn, IL
- Maple Street Commuter Parking – Mount Prospect, IL
- Madison Veteran's Affairs Garage – Madison, WI

EDUCATION

Master of Science in Civil Engineering
University of Illinois at Urbana-Champaign

Bachelor of Science in Civil Engineering, N.E.D.
University of Engineering and Technology Karachi, Pakistan

REGISTRATION

Professional Engineer (WI, MI, OH, MO, FL)
Structural Engineer (IL, NV, NE)

AFFILIATIONS

American Concrete Institute (ACI) Committees on Prestressed Concrete and Parking Structures
Chairperson of ACI 362 Parking Structures Committee, "Guide for the Design and Construction of Durable Concrete Parking Structures"

AVAILABILITY

Rashid has 75% in 2025



Jared Schmidt, PE, VP | RE Lee

PROJECT MANAGER

With 21 years of experience, Jared's expertise extends across the design and construction of transportation facilities, site development and storm water management systems. His works spans from local streets to major highways, as well as site plan projects requiring detailed storm water management solutions. His ability to manage complex multi-year project is enhanced by efficiency in site, layout, grading and storm water design, ensuring compliance with regulatory standards.

FEATURED PROJECTS

- Mixed Use Multi-Story Building – De Pere, WI
- Commercial Mixed Use Building – Ashwaubenon, WI
- Mix Use Building – Neenah, WI
- Urban Mixed Use Building – Appleton, WI

EDUCATION

Marquette University
Bachelor of Science,, Civil Engineering, 2003

REGISTRATION

Professional Engineer (WI)

AVAILABILITY

Jared has 45% in 2025



Brandon Robaidek, PE | RE Lee

LEAD SITE / STORM WATER DESIGNER + PERMITTING

Brandon has eight years of experience as a design engineer, focusing on various commercial, industrial and site plan design. His responsibilities include developing layouts for proposed improvement and creating detailed utilities, grading and erosion control plans. He also specializes in storm water management plan design, analyzing drainage basins, land use site-specific soil and storm water conveyance systems.

FEATURED PROJECTS

- Legacy Hotel – Green Bay, WI
- OSMS – Fox Crossing and Town of Algoma, WI
- The Barn at Sunset Acres – Pulaski, WI
- Georgia Pacific – De Pere, WI

EDUCATION

UW - Platteville
Bachelor of Science, Civil Engineering, 2016

REGISTRATION

Professional Engineer (WI)

AVAILABILITY

Brandon has 65% in 2025



Aaron B. Kiesau, AIA, LEED AP, NCARB | EUA | 60% availability

SENIOR PROJECT ARCHITECT

Aaron brings over three decades of experience and is dedicated to effective problem-solving. He listens carefully to your needs to develop solutions that resonate with your organization and exceed your expectations. Aaron also mentors emerging architects and junior designers, helping them succeed in their roles.

SELECT PROJECT EXPERIENCE

- Newell Brands – Multiple U.S. Locations
- BAE Systems Shipyard Control Building – Jacksonville, FL
- PFA2 Project – Final Assembly Facility II Marine Complex – Mobile, AL
- K-Party Condominium Development – Green Bay, WI
- Mars Company, Facility Addition – Elizabethtown, PA
- Transportation Garage/Office – Hortonville, Wisconsin*



Dallas Borski | EUA | 75% availability

PROJECT SPECIALIST

Dallas focuses primarily on the corporate and manufacturing markets. He is responsible for the production of architectural documents in Revit, which integrates drawings with building information modeling (BIM). His responsibilities include architectural design, detailing, coordination with other disciplines and document review.

SELECT PROJECT EXPERIENCE

- NWTC Transportation Center – Green Bay, WI
- NWTC Great Lakes Energy Education Center – Green Bay, WI
- Nature's Way Corporate Office – Green Bay, WI*
- Festival Foods Corporate Office – De Pere, WI*
- The Legacy Hotel – Green Bay, WI
- Belmark Plant 1 + 3 Expansion – De Pere, WI*



Matt Marek, PE, LEED AP BD+C | EUA | 30% availability

SENIOR ELECTRICAL ENGINEERING | DIRECTOR OF ENGINEERING

Matt has over 20 years of experience providing his clients with electrical engineering design, facilities management and engineering project management services. He complements his engineering experience by leading corrective maintenance and operational plans tailored to the management style of each client.

SELECT PROJECT EXPERIENCE

- Fincantieri Marinette Marine Shiplift – Marinette, WI
- Skyward World Headquarters / Parking – Stevens Point, WI*
- United Health Group Corporate Office / Parking – De Pere, WI*
- US Venture Center – Green Bay, WI*
- Menominee Indian Tribe of Wisconsin Clinic – Keshena
- Oshkosh Corporation – Oshkosh, WI



Dale Garfield EMBA, P.E. | EUA | 25% availability

SENIOR HVAC ENGINEER

Dale has over 13 years of experience as an HVAC engineer. An expert in 3D scanning and modeling, field coordination, and constructability, he excels at identifying and solving issues before they impact a project's budget or schedule. Dale is a U.S. Marine Corps veteran – an experience reflected in his work ethic, leadership skills and dedication to his clients.

SELECT PROJECT EXPERIENCE

- Oshkosh Corporation, Headquarters – Oshkosh, WI*
- NWTC, Trades + Manufacturing Wing Renovation – Green Bay, WI*
- Community First Credit Union, Corporate Office – Neenah, WI*
- Titledown Tech – Green Bay, WI*
- Moraine Park Technical College – Fond du Lac, WI
- Moraine Park Technical College – Beaver Dam, WI



Aaron Bock, PE | EUA | 40% availability
SENIOR PLUMBING ENGINEER

Aaron takes the time to get to know people he works with and understand what's important to them, both on professional and personal level. He encourages people to come to him with their concerns, questions or just want to learn about an area of expertise.

SELECT
PROJECT
EXPERIENCE

- University of Maryland Upper Chesapeake Health Medical Campus – Aberdeen, MD*
- Riverton Medical District Hospital – Riverton, WY*
- Lehigh Valley Health Network Inpatient Pavilion Expansion – Bethlehem, PA*
- Confidential Corporate Hangar – WI
- Thrivent – Appleton, WI
- GEI- Austal Shipyard – Mobile, AL



Kevin White, AICP | Walker | 25% availability
ENGAGEMENT SPECIALIST

Kevin is a parking and mobility planner and consultant in Walker's Minneapolis office who specializes in parking and mobility planning, curbside management, and transportation demand management, with a focus on user behavior and integration of all modes of transportation.

SELECT
PROJECT
EXPERIENCE

- City of De Pere Downtown Parking Supply and Demand Analysis – De Pere, WI



Eric Haggett, LEED | Walker | 25% availability
SUSTAINABILITY SPECIALIST

Eric is a certified Parksmart advisor who was part of the first class of professionals to earn this credential in 2014. Since then, he has managed the certification process for the owners of four of the 31 parking garages to successfully become Parksmart certified. Additionally, Eric has advised more than two dozen clients on the potential to achieve Parksmart certification for their parking structures.

SELECT
PROJECT
EXPERIENCE

- City of De Pere Downtown Parking Supply and Demand Analysis – De Pere, WI
- Advised over 2 dozen clients on achieving Parksmart



Carl L. Schneeman, PE | Walker | 25% availability
DURABILITY CONSULTANT

Based in Walker's Minneapolis office, Carl is a managing principal and has an extensive knowledge of parking consulting, planning, functional design, economic feasibility, durability engineering, structural design, restoration and cost control.

SELECT
PROJECT
EXPERIENCE

- Green Bay Municipal Garage Restoration & Post-Tension Rehabilitation – Green Bay, WI
- City of De Pere Downtown Parking Supply and Demand Analysis – De Pere, WI



Noah Hillman Garage | Annapolis, MD | Walker

EXPERIENCE + QUALIFICATIONS

EUA and Walker have extensive experience with engaging our neighbors to become key design partners, impacting the overall form and function of these key projects in our communities. Just as we engaged the De Pere community during our Downtown Parking Study, incorporating focus groups and online/virtual discussions and surveys into our scope of work, we will continue this dialog through into the implementation of the new parking structure. At Walker's Glen Ellyn Parking Garage project, we had multiple sit-down meetings with our neighbors, eventually settling on an architecturally interesting but still historic design scheme that they now interact with every day. Additionally, once construction was underway, we continued this engagement all the way through to performing our punch list walk-through to ensure the community's shared vision was realized in their new structure.

SUB-CONSULTANTS



2895 Greenspoint Parkway, Suite 600
Hoffman Estates, IL 60169
847.697.2640 walkerconsultants.com

December 2, 2024

Mr. Paul Janssen
Senior Project Manager
EUA
124 N Broadway
De Pere, WI 54115

Re: *Intent to be part of De Pere WI Parking Garage Consulting Services Team*

Dear Paul:

We are looking forward to continuing to be of service to both EUA and De Pere and look forward to partnering with you on this parking garage project.

Sincerely,

WALKER CONSULTANTS




Bradley Navarro, P.E.
Vice President

Grace Duchaj, P.E., S.E.
Director of Design Services



1250 Centennial Centre Blvd
Hobart, WI 54155
920-662-9641
releinc.com

November 27, 2024

CITY OF DE PERE
Development Services Department
335 South Broadway
De Pere, WI 54115

RE: *New Public Park Garage Letter of Interest – City of De Pere, WI*

Dear Selection Committee:

Robert E. Lee & Associates, Inc. (REL) is honored to submit this letter of interest to subcontract with EUA in providing engineering services for the New De Pere Parking Garage project. We appreciate the opportunity to contribute to this important endeavor aimed at design and constructing a parking garage.

In coordination with the EUA team and City of De Pere, our group, led by Jared Schmidt, P.E., V.P., and supported by Brandon Robaidek, P.E., is well equipped to handle the complexities of the project. We will work closely with stakeholders and agencies, ensuring seamless communication and collaboration throughout the project life cycle.

REL appreciates the opportunity to be part of this important project. Please contact us if you have any questions or require additional information for your review process.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

JGS/JME

COMMUNITY ENGAGEMENT

Collaboration means that the public and City stakeholders are partners in this work. We don't believe in explaining technical terms and concepts ad nauseum in a PowerPoint — we believe in interactive in-person and online outreach methods that get people moving, thinking, learning, and — most importantly — contributing valuable insight on the project. We follow a “form follows function” approach to public engagement planning. We start with a clear understanding, alongside De Pere, of what engagement has already been accomplished through previous plans, such as our work together on the Downtown Parking Study, the type of new input we are trying to collect specifically for the garage, and create digital and in-person tools, games, and questions specifically tailored to gather that input.

CITY OF DE PERE DOWNTOWN PARKING STUDY

DE PERE, WISCONSIN



The City of De Pere, Wisconsin, desired a Downtown Parking Supply and Demand Analysis for the east and west sides of downtown to assess current parking and access conditions and plan for future needs. Information from current planning and visioning fed into projections of future parking needs that were identified as part of this project. Specifically, the objectives of the Downtown Parking Supply and Demand Analysis included:

Key Features

- Evaluating current parking conditions in the study area, including supply and demand for public and private parking

Community Engagement

- Two in-person focus groups with invited community and business stakeholders
- Five online/virtual discussions with city staff, Definitely De Pere, and invited business and community members
- Online survey

Solutions Provided

- Assessing current operational practices for the city's parking programs and identifying potential improvements
- Assessing how many additional parking spaces will be needed to serve the anticipated large redevelopment projects in the pipeline or downtown development in the next ten years. Developed strategies for meeting expected future parking demand.
- Walker is working with the City of De Pere to strategize ongoing implementation, including parking garage operations, management planning, and financial analysis

KEY TEAM MEMBERS:

Kevin White, AICP, CAPP

Parking and Mobility Consultant

Eric Haggett, LEED Green Associate

Director of Planning

Carl L. Schneeman, PE

Managing Principal



WALKER
CONSULTANTS

GLEN ELLYN PUBLIC PARKING STRUCTURE

GLEN ELLYN, ILLINOIS



Located behind the historic Civic Center, the Glen Ellyn Public Parking Garage provides 277 additional parking stalls to the downtown district on otherwise non-developable property. The updated site adjacent to the garage creates a Pedway between the Main Street corridor and access to the Metra line, provides a feature corridor for local public art, and provides patio seating options for adjacent restaurants.

Key Features

- 277 parking spaces on five precast levels, including a basement level
- Basement level designed as alternate for consideration in the GMP and selected to reduce building height
- Architectural precast wall panels blend in with the surrounding historic downtown district

Solutions Provided

- Walker provided prime design services
- Project completed using the design-build delivery system

Benefits

- The flat northern bay encourages pedestrian connectivity between the two major destinations, the Pedway to Main Street and the sidewalk to the Civic Center and Duane Street
- Architectural precast wall panels with thin-set brick and dramatic cornices were designed to pay homage to the historic Civic Center architecture and to blend the garage into the downtown district

KEY TEAM MEMBERS:

- Brad Navarro, PE,
Project Manager
- Grace Duchaj, PE, SE
Assistant Project Manager, Structural Engineer
- Rashid Ahmed, PE, SE
Structural Engineer of Record



NOAH HILLMAN DOWNTOWN GARAGE

ANNAPOLIS, MARYLAND



Key Features

- 586-space, three-bay wide, five-level, cast-in-place P/T concrete structure
- Designed to meet historic district height restrictions and guidelines
- EV charging stations
- Photovoltaic panels
- Pickleball courts on the garage roof for casual and tournament play

Solutions Provided

- Prime designer and engineer of record
- Functional design and parking consulting
- Signage and graphics design
- Structural and MEPFP engineering

MAPLE STREET COMMUTER PARKING

MOUNT PROSPECT, ILLINOIS



Key Features

- 2.5-level, precast concrete parking structure located in downtown Mount Prospect
- Provides 269 parking spaces
- EV charging stations
- Adjacent to Maple Street Lofts, a multi-story residential development
- Walker provided value-engineering services to save the village money on the project by relocating basement parking to the top tier, reducing the amount of cast-in-place concrete foundation work by using precast basement walls and providing a thin-brick façade instead of standard brick masonry

Solutions Provided

- Walker served the Village of Mount Prospect as the prime consultant on the project and performed functional, structural, MEP and operations consulting services
- Walker worked with the village and the architect to develop an aesthetically pleasing exterior. The façade uses a combination of thin-brick and form-liner on precast and aluminum frames to achieve the full-brick appearance the village desired in a cost-sensitive manner.

KEY TEAM MEMBERS:

- Dave Mehl, SE, PE
Project Manager, Engineer of Record
- Grace Duchaj, PE, SE
Structural Engineer
- Rashid Ahmed, PE, SE
Structural Engineer



CITY OF MADISON STATE STREET CAMPUS GARAGE

MADISON, WISCONSIN



KEY TEAM MEMBERS:

- Grace Duchaj, PE, SE
Parking Functional Design Engineer of Record
- EUA + Walker Teaming Project

Walker Consultants and EUA teamed up to provide design services for a new downtown Madison, Wisconsin, facility to add much-needed housing and parking. The development includes townhouse units above six levels of parking. The parking is designed for residents, students, the public and special events. The project is being delivered to the City of Madison.

Key Features

- 15-story residential structure with seven levels of parking, one below-grade
- City bus pick up and drop off area within the building
- 505 spaces, including ADA and EV parking
- Bicycle/moped parking
- Separate parking areas for residents and students
- EV charging for city vehicles

PINE STREET RESTORATION ENGINEERING

GREEN BAY, WISCONSIN



Walker has worked with the City of Green Bay since 2020 to provide specialty restoration engineering for their parking structures. The city develops non-structural concrete repair and waterproofing restoration documents and relies on Walker's expertise.

Key Features

- Lin Tee construction
- Post-tensioning assessment and restoration

Solutions Provided

- Discovered corrosion-prone areas of the structure
- Repaired broken PT, including anchors
- Provided encapsulated repairs to protect against corrosion

Benefits

- Restored structural competency
- Enhanced corrosion protection
- Practical repairs to minimize the cost of repairs
- Partnering with the city to minimize costs for "standard" repairs





three:

PROJECT UNDERSTANDING + APPROACH

AESTHETICS

Regardless of the final configuration of how the parking garage interacts with the streetscape, a pedestrian-friendly design that also blends into the historic character of downtown De Pere will be critical. The facility's façade could pay homage to the surrounding historic architecture, provide an opportunity to expand local art and blend the garage into the downtown district. Aesthetic design consideration must also be given to the future mixed-use development being conceptualized in the area, ensuring the structures' character complements one another.

De Pere's zoning ordinances allow for an appropriate parking module to maximize the garage footprint on the site from north to south. The residential neighbors to the north and east will likely be sensitive to both the light spill and noise associated with parking structures, so a solid façade with greenspace acting as a buffer, like the back of the old Shopko building, could be incorporated into the facade design concepts to be discussed with the public during our public engagement sessions. The west facade will likely be the best location for large openings. The light features at the facade allow natural light to enter the parking structure and create a warm and inviting entrance for parkers.

An architectural precast cladding with thin-set brick could be used in multiple patterns on different wall panel types. The potential incorporation of other textures and patterns could break up the mass of the garage to appear more like the variety of shops observed along Broadway. Concrete mixes could be optimized to mimic the original local stone and brick colors of the adjacent historic buildings. Options will be presented at different economic levels for consideration and community buy-in.

GRAPHICS + STREET SCAPING

Signs will be strategically placed at crucial driver and pedestrian decision points. Care will be taken to avoid clutter, and the message will be clear and concise. Signs at entrances will communicate the facility's name, the type of user, parking rates (if applicable), and any time-related restrictions. A highly visible and welcoming garage entrance improves visitor comfort and experience and enhances revenue. Enhanced wayfinding and well-lit branded entrances make the parking experience quick and easy by guiding guests to the correct parking facility and creating an easily recognizable entrance while driving in busy downtowns. The city will highlight the garage entrance and exit with high-visibility paint and specialty graphics to create a welcoming experience and improve visibility at the ground level.

SYSTEM SELECTION

Below-grade construction for parking structures is a complex decision for owners. Building below grade increases the cost per stall significantly due to the added excavation, necessary basement walls, waterproofing and mechanical ventilation. However, the advantage is a significant reduction in building height and the ability to easily secure a nested group of reserved spaces for specific user groups. As we did with both our recent Glen Ellyn Parking Garage and Maple Street Parking Garage, the design team will work with De Pere and the CMaR to help the team better understand the advantages, disadvantages, and cost impacts that the inclusion of a below-grade level, or even a partially below-grade level brings to this project. At Glen Ellyn, the reduction in building height and the reduced impact on the neighbor's views was worth the additional construction cost to their stakeholders. At Maple Street, Walker worked with the city to relocate the stalls to the top tier of the parking deck for overall cost savings for the project.

DURABILITY

Reducing future maintenance: a life-cycle approach

De Pere is aware that maintaining such an asset is quite an investment, as is evident in our continued work with the city on the Garage Operations and Management Plan. Walker's experience in designing and repairing parking structures, including recent repairs at Green Bay's municipal garage, gives us insight into how design choices impact maintenance in Northern Wisconsin's climate. A life-cycle approach will be taken for this project. The literal trickle-down of choices within the parking structure will impact the longevity and user experience of the facility. When the project team presents these different potential design and construction options to stakeholders, the advantages and disadvantages of the different systems from a day-to-day and life-cycle perspective will be clearly delineated.

SAFETY + SECURITY

Intuitive design options enhancing security

Our understanding of enhancing the sense of security in parking through design will also help shape the perception of parking at this location. In our experience, a patron's sense of security is highest when dark corners are minimized, and a parker can see their destination from their vehicle. Quantifying and comparing the economic value and user experience in these different design choices will be part of the design process.

The key to designing for good security is visibility. Passive design features can effectively reduce security risks in the facility and include:

- **Lighting** – Lighting is universally considered a parking facility's most important security feature. Good lighting deters crime and presents a more secure atmosphere to parkers. We key on uniformity and proper illumination levels.
- **Structural Design** – The structural system of the facility must be evaluated from the security aspect as well as the engineering aspect. Long-span construction and high ceilings create the effect of openness and aid in lighting. Large openings in shear walls can help improve visibility.
- **Stair Towers + Elevators** – Rule number one in security design for parking facilities is to design stair towers and elevator lobbies as open as code permits. The ideal solution is a stair and elevator waiting area totally open to the exterior and the parking areas. Elevator cabs should have glass backs whenever possible, and elevator lobbies should be well-lit and visible to the public using the facility.
- **Landscaping** – Landscaping should be done judiciously so as not to provide hiding places. It is desirable to hold plantings away from the facility perimeter to permit observation of intruders.
- **Signage and Graphics** – Careful design and placement of signage can eliminate confusion and delays. Good signage helps the patron reach their destination quickly, reducing the time for an incident.
- **Securing the Perimeter** – The design will consider minimizing access points to the facility. This may include security screening in certain areas to reduce hiding places.



ACCESSIBILITY

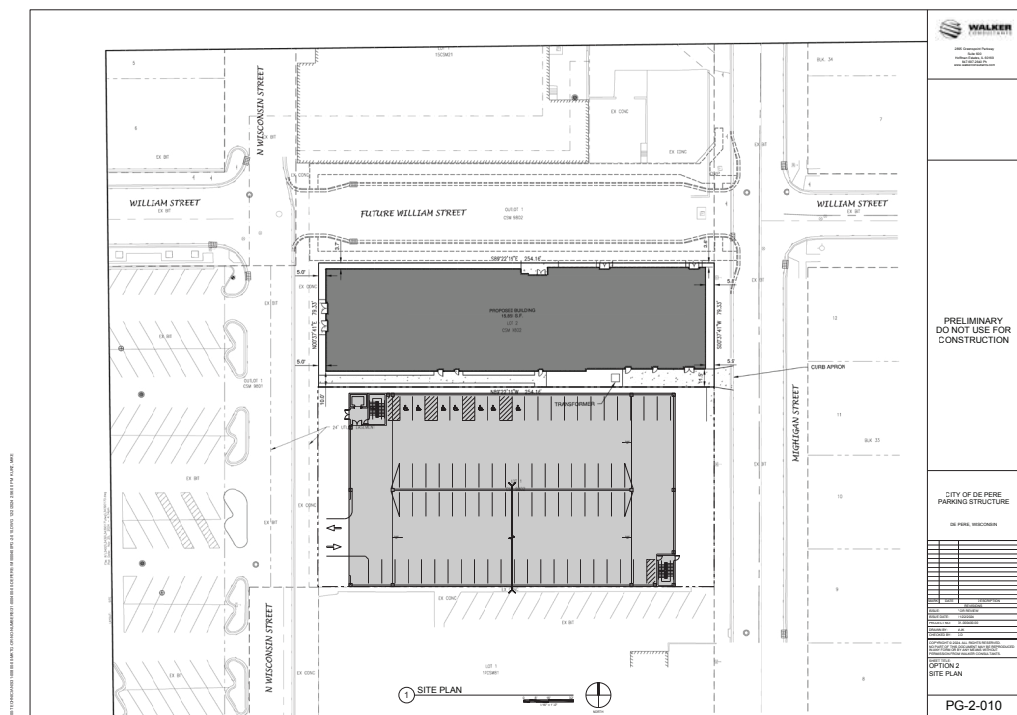
Parking is a critical element of accessibility in a community. The first Federal Court case resulting in a civil penalty under Title III of ADA was due to inaccessible parking. The accessible design will be included in De Pere's parking structure so that patrons will have premium, covered parking to safely enter and exit their vehicles and interact with the community.

SUSTAINABILITY

Our history with sustainable design is rooted in over fifty years of design experience, providing structures that require less maintenance and are more durable, ultimately using fewer future materials and resources. Walker's structural engineers have worked with industry groups such as ACI and ASTM to use recycled materials and additives in concrete. Our lighting experts have helped develop the standards for light containment and reduced energy using advanced control systems. We have broad experience implementing photovoltaic systems into and on top of parking structures to reduce energy consumption. Our overall philosophy is to build durable structures. By their nature, a parking structure with an expected service life of 50+ years has reduced environmental demand.

Several of our design projects are examples of our commitment to sustainability. Eric Haggett, certified Parksmart advisor and design team sustainability specialist, will work with De Pere to identify the best initiatives for this community to obtain Parksmart certification through Green Business Certification, Inc. (GBCI), the certification body for LEED. Recent projects have included the following characteristics:

- Hybrid/electric car charging stations and provisions for future stations
- Dedicated spaces for fuel-efficient vehicles
- Bicycle storage areas inside the garage
- Landscaped or green roof
- Photovoltaic cells
- Wind generators
- Lighting efficiency – fluorescent/LED fixtures and advanced controls
- Recycled materials in concrete
- Additives (corrosion inhibitor, sealer, etc.) for a durable structure, which means a longer service life
- Use of local materials to reduce environmental effects due to transportation

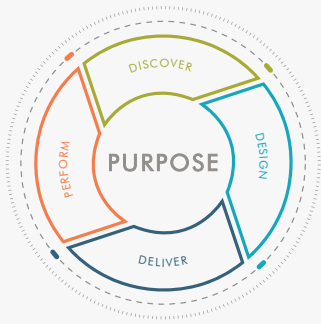


POTENTIAL CHALLENGES

Every construction project will face challenges both in design and construction. In the early stages, it's crucial to understand the site's past use and any hidden conditions. The site's prior uses could lead to possible subsurface conditions or utilities that must be addressed. In addition, with new municipal utilities and public works infrastructure being installed in a parallel timeline, coordination between the designer and the public works department will be critical.

The adjacency of a new mixed-use development to the north and the coordination of functional design elements will affect both projects. Specifically, coordination on lighting, pedestrian movement, security and utilities will be key to the success of both developments. Also, understanding what lies ahead for additional development to the west will certainly influence the user experience of this key asset.

On the construction side, understanding material availability, procurement needs, trade coordination, and site use will be important for such a restricted site. Helping the city quickly understand the choices available to maintain schedule, costs and decision-making with such a highly visible and prominent development will allow the project to continually progress.



OUR PURPOSE-DRIVEN DESIGN APPROACH

We plan, design and engineer solutions for your purpose to thrive.

Our process is simple. We start by understanding your purpose – your vision, desired culture and core values. **Why** are you driven to do what you do? **What** do you intend to do in the future? **How** will you do it?

DISCOVER

During the **discover** phase, we get to know you and your community better. This includes understanding your people, the services you offer, the spaces you use, and the expectations you have for your internal and external stakeholders. The discover phase helps us establish project goals and requirements and validates them by interacting with your team and assessing your site, building and space.

- Programming / Visioning
- Existing Site Survey / Assessment
- Community Engagement
- Facility Long-Range Planning
- Site Selection / Evaluation / Planning
- Design Standards
- Conceptual Design
- Entitlements
- Sustainability / Wellness Framework
- Basis of Design / Commissioning Plan
- Change Management Strategy

DESIGN

We work closely with you during **design** to evaluate different options and determine the optimal solution for your project. Once we have agreed on the conceptual design, we move on to the schematic design, design development and construction documents phases, continually ensuring your vision can be realized within the established budget. Once the design is complete, we send the project out for bidding and select a contractor to build it.

- Architecture / Interior Design
- Engineering
- Schematic Design
- Design Development
- Construction Documentation
- AHJ Coordination + Approvals
- CM Contractor Collaboration
- Support Change Management

DELIVER

The **deliver** phase is where your project comes to life. We are here to assist you through the construction process, ensuring that the project is executed according to the design documents and specifications. We provide the necessary clarifications and direction you or the contractor need to ensure that your vision becomes a reality.

- Construction Administration
- Bid Assessment and Review
- Value Engineering / Alignment
- Pre-Construction Coordination
- Shop Drawing Review
- Site Observation, Inspections + Reporting
- Punch List
- Certify Substantial Completion
- Occupancy

PERFORM

Once construction and building commissioning are complete and occupancy is obtained, our role does not necessarily end. Instead, we continue into the **perform** phase, where we ensure that your building and spaces meet your expectations. We offer a range of services to identify any potential modifications required for the building systems. We also collaborate with you to implement workplace strategy changes. Additionally, we work with the contractor to obtain any desired certifications such as Parksmart.

- Enhanced Commissioning
- Parksmart
- Post Occupancy Assessment / Evaluation
- Warranty Review
- Corrective Maintenance Program
- Continuous Relationship / Resource



PROJECT APPROACH

Conducting public outreach, city reviews and discussions

Collaboration means that the public and city stakeholders are partners in this work. We don't believe in explaining technical terms and concepts ad nauseam in a PowerPoint; we believe in interactive in-person and online outreach methods that get people moving, thinking, learning, and — most importantly — contributing valuable insight on the project. We follow a “form follows function” approach to public engagement planning. We start with a clear understanding, alongside De Pere, of what engagement has already been accomplished through previous plans, such as our work together on the Downtown Parking Study. Then, we understand the type of new input we are trying to collect specifically for the garage and create digital and in-person tools, games, and questions tailored to gather that input.

MAKING RECOMMENDATIONS

The design team will present recommendations to the CMAR for critical design decisions, such as including the subgrade level in the project so that the project's potential benefits, detriments, and cost impacts allow for streamlined comparison and unbiased selection. Recommendations for selections based on stakeholder values will be highlighted, but we understand that not all considerations have the same weight as others. Critical decisions that will impact the schedule will also be highlighted.

COMMUNICATION WITH THE CMAR

EUA and Walker have extensive experience working on CMAR projects and consider CMAR another design partner in this project. The CMAR will be integrated into our weekly design team meetings, and we will issue periodic in-progress drawing sets to keep the entire team on the same track for project completion.

QA / QC

Our team has formally tracked, implemented, and improved our quality assurance and quality control programs to provide our clients with unique and quality designs. We will require that all design sub-consultants follow our established QA/QC process for their disciplines. At each design phase, we will perform and formally track our quality control process using standard operating procedures, planning and design guidelines, checklists, design advisory meetings, in-house peer reviews and project manager reviews.

PERMITTING / SITE REGULATORY APPROVALS

EUA and Robert E. Lee will lead the process of local- and state-level reviews during the project's design, coordinating submission requirements and addressing related comments. A state plan review will be required for the structure. We suggest submitting it before the final city review. This process typically takes six weeks and can be timed with bidding to incorporate any necessary items before final public bids are received. The construction manager would then obtain local building and trade permits at the start of construction.

VALUE-ADDED SERVICES

Sustainability + Experiential Graphic Design

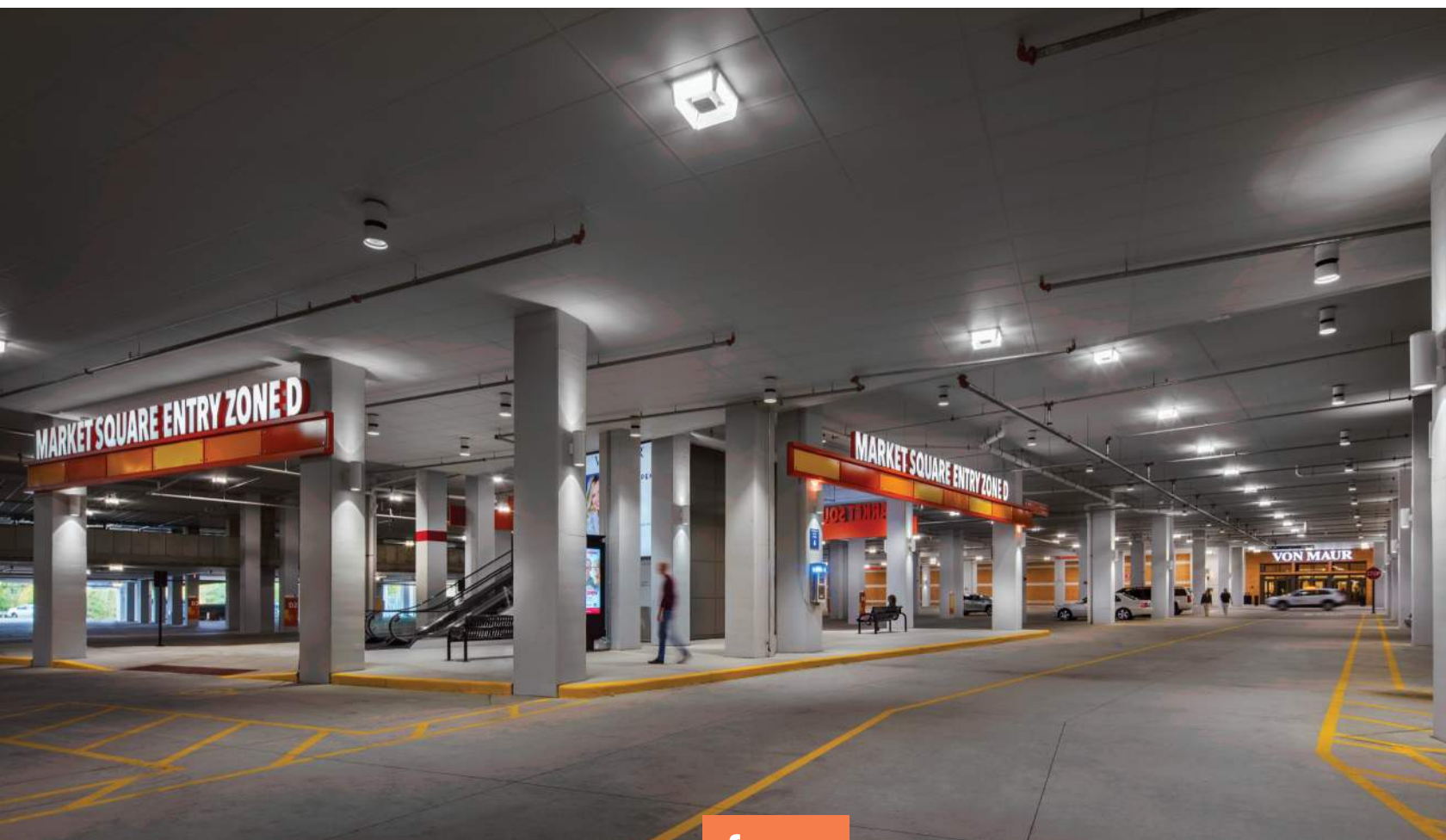


Village of Glen Ellyn Public Parking Garage | Glen Ellyn, IL | Walker

OMISSIONS

As design professionals and engineer/architect of record we have a professional obligation to be involved in the construction administration phase of the project. The design RFP as written, does not identify a role or scope for the designer in the construction phase. Therefore, we have identified our effort and related fees for the scope phases contained in the rfp in a subtotal and then also included a column for construction administrative related services to come up with a total professional services fee total for the project.

For this response, we have assumed an “open-air” parking structure consistent with the requirements outlined in the RFP. If an enclosed design is deemed necessary or desired by the city, an adjustment to our mechanical engineering fees will be necessary.



four:

PROJECT TIMELINE

RESOURCES AVAILABLE

The combined team of EUA, Walker, and REL has significant resources in multiple offices to ensure the timely delivery of this project to the City of De Pere.

PROJECT SCHEDULE

The following is our proposed schedule for executing this project with key milestone events identified.

PROPOSED PROJECT SCHEDULE

	2024		2025												2026						
PHASE	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Project Kickoff			● January 13																		
Conceptual Layout - 30% Design																					
Develop Cost Estimate																					
City Council / Committee Meeting					★																
City Staff Approval					★																
Schematic Design - 60% Design																					
City Staff Approval																					
Design Development - 90% Design																					
City Council / Committee Meeting																					
Construction Documents - 100% Design																					
Final Design Approval																					
Bid Package Release																					
Construction Duration																					
Occupancy																					●

★ City Approval

● Project Milestone

ANTICIPATED PROJECT TIMELINE

The project schedule outlined above and within the RFP is certainly achievable. It will depend upon availability and timely decisions by city staff as we progress the design. Early decisions at the 30% mark will be required to confirm system selection, construction type and aesthetic. It must be assumed that the city review and approval milestones identified above shall not take longer than one week each. The design team is confident that this overall design schedule could be improved if desired.



five:

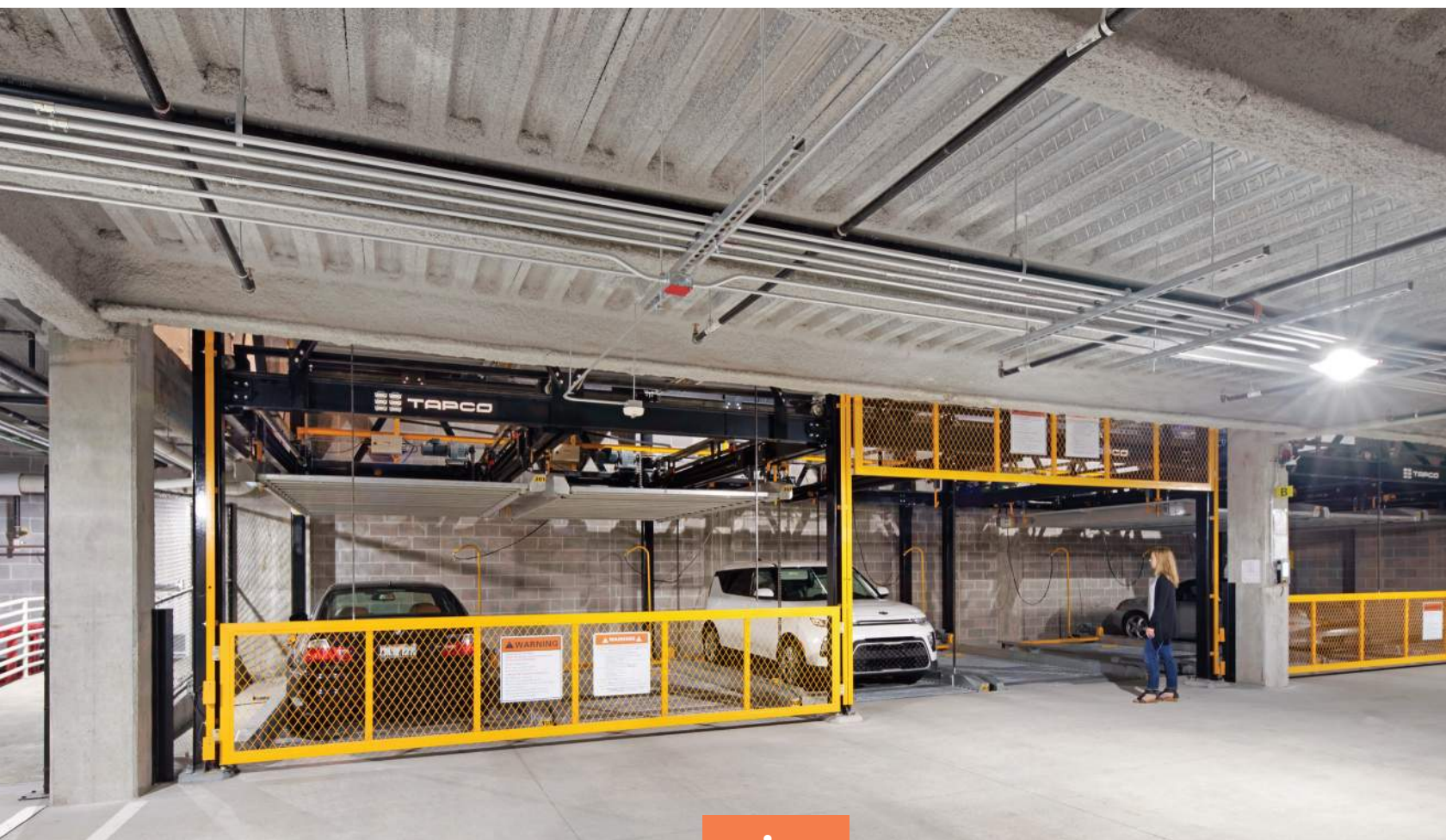
BUDGET

COST PROPOSAL

City of De Pere, WI - Public Parking Garage
EUA/Walker/RE Lee - Fee Table

Staff Job Classification	2025 Rates		Concepts/30%		60% Design	90% Design		100%/Final Design	Subtotal Hours		Fees		Const. Admin.		Total Fees	
						Hours	Hours		For Project	Effort=Rate*hours	Effort=Rate*hours	Hours	Hours	Effort=Rate*hours	Hours	
EUA - Client Executive	\$ - 225.00	16	16	8	8				48	\$ 10,800.00	8	\$ 12,600.00	8	\$ 12,600.00	8	\$ 12,600.00
EUA - Sr. Design Architect	\$ - 190.00	128	96	60	48				332	\$ 63,080.00	32	\$ 69,160.00	32	\$ 69,160.00	32	\$ 69,160.00
EUA - Project Architect	\$ - 155.00	56	160	80	80				376	\$ 58,280.00	180	\$ 86,180.00	180	\$ 86,180.00	180	\$ 86,180.00
EUA - Project Specialist	\$ - 140.00	40	160	80	80				360	\$ 50,400.00		\$ 50,400.00		\$ 50,400.00		\$ 50,400.00
EUA - Sr. Project Manager	\$ - 180.00	64	64	40	48				216	\$ 38,880.00	90	\$ 55,080.00	90	\$ 55,080.00	90	\$ 55,080.00
EUA - Electrical Engineer	\$ - 175.00	16	40	60	16				132	\$ 23,100.00	32	\$ 28,700.00	32	\$ 28,700.00	32	\$ 28,700.00
EUA - Mechanical Engineer	\$ - 175.00	16	60	90	16				182	\$ 31,850.00	40	\$ 38,850.00	40	\$ 38,850.00	40	\$ 38,850.00
EUA - Project Coordinator	\$ - 95.00	8	8	16	16				48	\$ 4,560.00	40	\$ 8,360.00	40	\$ 8,360.00	40	\$ 8,360.00
Walker - Vice President	\$ - 310.00	8	8	4	4				24	\$ 7,440.00	8	\$ 9,920.00	8	\$ 9,920.00	8	\$ 9,920.00
Walker - Principal/Director	\$ - 290.00	16	8	8	4				36	\$ 10,440.00	8	\$ 12,760.00	8	\$ 12,760.00	8	\$ 12,760.00
Walker - Project Manager	\$ - 235.00	100	72	64	40				276	\$ 64,860.00	104	\$ 89,300.00	104	\$ 89,300.00	104	\$ 89,300.00
Walker - Consultant	\$ - 235.00	32	8	0	0				40	\$ 9,400.00		\$ 9,400.00		\$ 9,400.00		\$ 9,400.00
Walker - Senior Engineer	\$ - 205.00	120	164	112	20				416	\$ 85,280.00	148	\$ 115,620.00	148	\$ 115,620.00	148	\$ 115,620.00
Walker - Senior Architect	\$ - 205.00	16	20	8	8				52	\$ 10,660.00	16	\$ 13,940.00	16	\$ 13,940.00	16	\$ 13,940.00
Walker - Designer	\$ - 200.00	100	144	144	32				420	\$ 84,000.00	40	\$ 92,000.00	40	\$ 92,000.00	40	\$ 92,000.00
Walker - Administrative Assistant	\$ - 120.00	8	4	6	8				26	\$ 3,120.00		\$ 3,120.00		\$ 3,120.00		\$ 3,120.00
RE Lee - Principal	\$ - 195.00	4	4	4	2				14	\$ 2,730.00	2	\$ 3,120.00	2	\$ 3,120.00	2	\$ 3,120.00
RE Lee - Survey	\$ - 110.00	12							12	\$ 1,320.00		\$ 1,320.00		\$ 1,320.00		\$ 1,320.00
RE Lee - Design Engineer	\$ - 135.00	12	12	10	6				40	\$ 5,400.00	20	\$ 8,100.00	20	\$ 8,100.00	20	\$ 8,100.00
RE Lee - Engineer Tech	\$ - 110.00	8	6	10	4				28	\$ 3,080.00		\$ 3,080.00		\$ 3,080.00		\$ 3,080.00
Geotech Consultant	\$ - 6,900.00								0	\$ -		\$ -		\$ -		\$ -
Landscape Design	\$ - 1,500.00								0	\$ 1,500.00		\$ 6,900.00		\$ 6,900.00		\$ 6,900.00
		780	1054	804	440				3078	\$ 577,080.00	768	\$ 719,410.00	768	\$ 719,410.00	768	\$ 719,410.00
Percent:		20%	27%	21%	11%				Subtotal Fee	\$ 577,080.00	20%	\$ 719,410.00	20%	\$ 719,410.00	20%	\$ 719,410.00

Anticipated Direct Costs		Expenses				Estimates	
Travel/Lodging/Meals	\$ 3,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 11,500.00
Printing/Reproduction	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00
State Plan review fees (assumes locals will be waived)				\$ 8,000.00	\$ 8,000.00		\$ 8,000.00
	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 24,000.00
* All direct expenses and approval fees are estimated and will be invoiced at the actual expense plus 10%.							\$ 24,000.00



six:

REFERENCES



REFERENCES

PUBLIC PROJECTS OF SIMILAR SIZE + SCOPE IN THE LAST 5 YEARS

- Confluence Village Parking Garage*
- Morris Performing Arts Center Parking Garage Expansion*
- Lazarus Building Conversion*
- City of Valparaiso Parking Garage*
- Frankfort Transit Center Parking Garage*
- Kalamazoo Event Center Parking Garage*
- Hudson North Lot Parking Garage*
- Des Moines Airport Parking Garage*
- Rochester North Park & Ride Parking Garage*
- Millwork Parking Garage*
- Glen Ellyn Public Parking Garage*
- Village of Mount Prospect Maple Street Parking Deck*
- Noblesville Event Center Parking Garage*
- IL Capitol Complex North Parking Garage*
- Metro 19*
- Cleveland Police Department Parking Garage*
- VA Madison Parking Garage*
- Lancaster Square
- New Carrollton Replacement Parking Garage
- USG HQ Parking Garage
- FFX Springfield CBC Parking Garage
- Annapolis Hillman Parking Garage
- ECB 4 Parking Garage
- Fairfax County Patrick Henry Library
- Lancaster Square Event Terrace
- Neabsco-Potomac Commuter Parking Garage
- Lancaster Square Parking Garage Façade
- Lancaster Public Library
- Fairfax County CBC Parking Garage
- FFX County Monument Drive
- Willard-Sherwood Redevelopment
- MEDCO Odenton MARC Parking Garage
- Richmond New Office Building Parking Garage
- NIH MLP-12
- Lancaster Library Remediation
- Spring Rock Green Parcel 3 Deck
- Jefferson Garage Development
- NIH MLP-12 Garage ASR #04
- Fairfax County CBC Parking Garage
- NIH MLP-12 CA Add Service - SF
- JEA Parking Deck Functional Design
- East Las Olas Functional Design Review
- Miami Dade Transit S Corridor Parking Garage
- 2700 Hollywood Boulevard
- Parker Playhouse Parking Garage
- St. Augustine Parking Garage
- Sanford Parking Garage
- D-B for MIA Park 6 Employee Parking Garage
- Riverwalk Port Orange Development
- Malcom Randall VAMC Vertical Expansion of Parking Garage #2
- Florida DMS Capital Circle Office Com
- Manatee County Parking Admin Building
- Town of Windham Parking Garage
- D/B CDC Chamblee 108
- Ocean Springs Parking Garage
- Stamford Transportation Center
- LGA AirTrain DB Competition
- JFK Airport RUGTC DB Phase
- NYPD 123 Main St
- New Rochelle Marina Parking Garage
- 2004 Stamford Parking Garage
- City of Hendersonville Parking Garage
- Durham County Parking Garage
- Ralph Johnson VA Parking Garage
- City of Aiken
- Mt. Zion Church Parking Garage
- Wake County Schools Parking Garage
- Fargo Civic Center Parking Garage Vertical Expansion
- Deadwood Miller Street Parking Garage
- Wichita Multimodal Riverfront Stadium Parking Garage
- VA Phoenix Parking Garage
- Valley Metro Parking Garage
- CLV L-Garage Expansion & Vehicle Bridge
- UTA HQ Parking Garage
- Manhattan Midtown Parking Garage
- Avondale Park-n-ride Parking Garage
- CLV Arts District Parking Garage
- Bexar County Garage
- City of Fayetteville Parking Garage
- City of Temple Parking Structure 2
- Fredericksburg Mixed-Use Development
- Gregg County Parking Structure
- City of Temple 1st Street Parking Garage
- GBSD Software Sustainment Center #2
- BART Silicon Valley - 28th Street Parking Garage
- SFPUC HQ at 2000 Marin St Parking Garage
- 50 N Sacramento Parking Structure
- LA Metro SES/VA Parking Structure
- City of Fontana Parking Garage
- Fontana Homeless Care & Resource Center

* Denotes a public parking structure



REFERENCES

CMAR

- Village of Mount Prospect Maple Street Parking Deck – Public*
- Winfield Road Parking Structure – Private*
- Des Plaines Rivers Casino – Private*
- Rivers Casino Garage Expansion – Private*
- Rivers Mohawk Parking Structure – Private*
- CSM Prospect Medical Commons Parking Structure – Private*
- Campus Center Parking Structure – Public*
- Froedtert East Parking Structure (CD-CA) – Private*
- Midtown Chicago Parking Structure – Private*
- Midtown Chicago Parking Struct Expansion – Private*
- Roche Diagnostics Parking Garage – Private*
- MDHA 5th & Church (now called Avenue Of The Arts Garage) – Public*
- Liberty Town Center Garage B – Private*
- Liberty Town Center Garage C – Private*
- Liberty Town Center Garage E – Private*
- Duke Science Drive – Private*
- Nationwide Children's Hospital 18th Street – Private*
- OSU Medical Center – Public*
- Nationwide Children's Hospital Yellow Garage – Private*
- Nashville International Airport Terminal Area Garage – Public*
- Nationwide Children's Hospital Silver – Private*
- Nationwide Children's Hospital 18th Street Expansion – Private*
- Nationwide Children's Hospital Underground Garage – Private*
- McGhee Tyson Airport Garage – Public*
- University Of Kentucky Parking Garage 8 Expansion – Public*
- Confidential Healthcare Garage (Memphis, TN) – Private*
- Brookley Field Mobile – Public*
- Nebraska St. Parking Deck – Public*
- Las Olas Parking Deck – Public
- ATL West Parking Deck – Public
- Huntsville Parking Deck Expansion (currently in design) – Public
- ATL South Deck Phase 1 – Public
- Manhattan Midtown Parking Structure (design services) – Public
- Sunrise Hospital + Medical Center Parking Garage (design services) – Private
- BOI East Public Garage – Public
- Zeppelin Taxi Parking Garage – Public
- Boise Airport East Public Parking Structure – Public
- University Of Wyoming Ivinson Street Parking Structure – Public
- Aggieville Parking Structure (design services) – Public
- Town Of Breckenridge Gondola Lot – Public
- Mayo Clinic Phoenix Patient Garage – Private
- Boise Airport Employee Garage – Public
- Enchantment Resort Employee Parking Structure – Private
- Photovoltaic Expansion: Pima County Public Service Center Parking Garage – Public
- UC Health Inverness – Private
- Heritage District Parking Structure – Public
- Banner Good Sam Physicians Parking Structure – Private
- Estes Park Transit Facility Parking Structure – Public



seven:

INSURANCE + LEGAL RESPONSIBILITIES

INSURANCE

CNA has written EUA's commercial liability policies, and RLI has written EUA's professional liability policies for the past three years. Headquarters addresses are included below. EUA has attached an overview of the legal action it has been involved with within the past five years. EUA cannot share details on settlements or payments made by its insurers on behalf of EUA. However, EUA has long-standing relationships with our insurers and works closely with them on actual and potential issues. EUA is happy to discuss our approach to resolving potential issues in person.

CNA

151 N Franklin Street, Floor 9
Chicago, IL 60606

RLI Insurance Company

9025 North Lindbergh Drive
Peoria, Illinois 61615

DEFAULT, NON-CONFORMANCE NOTICES OR TERMINATION

EUA has not been declared in default or terminated for cause on any projects during the past five years and has not been suspended from bidding on or entering into any government contract.

PENDING OR OUTSTANDING LEGAL CONCERNS

EUA

We strive to resolve project issues based on cooperative working relationships. Below is a list of recent litigation. We are happy to discuss our philosophy and history further in person.

2024 Education Client

EUA was named in a lawsuit claiming negligence. The suit is active and EUA is working with the involved parties to resolve this matter.

2024 Education Client

EUA was named in a lawsuit claiming damages due to a burst pipe. EUA was not involved in the scope surrounding the burst pipe. EUA was released from this lawsuit.

2023 Multi-Family Housing Client

EUA has been named in a lawsuit related to a project completed in 2018 claiming window and door design defects. The suit is active and we are working with the involved parties to resolve this matter.

2023 Corporate Client

EUA was named in a lawsuit claiming structural design defects. EUA was not involved in structural design on this project and was released from this lawsuit.

2021 Multi-Family Housing Client

EUA was named in a lawsuit related to a project completed in 2007 claiming mechanical design defects. This project was brought to EUA by acquiring a local architecture firm. EUA and the acquired firm were not involved in the mechanical design. EUA was released from this lawsuit.

2020 Multi-Family Housing Client

EUA was named in a lawsuit claiming plumbing design defects. EUA did not provide and was not involved in the plumbing design. EUA was released from this lawsuit.

WALKER

Walker Consultants is a full-service engineering, restoration, and parking consulting firm with over 300 employees in 16 primary offices nationwide. Although Walker's involvement in claims and lawsuits is relatively infrequent due to our aggressive quality and risk management efforts, claims and lawsuits involving Walker do occur. There have been no lawsuits regarding intellectual property and no judgments against Walker in the last five years. The outstanding claims and lawsuits will not financially impact the firm. Walker has been a party to the following claims over the last five years.

2024 Macerich Queens Center

Walker was retained by Macerich in 2017 to provide construction documents for ADA modifications within the two parking garages service Queens Center in Elmhurst, NY. Plaintiffs Sheila and Tiffany Pitchford allege they sustained personal injuries on December 28, 2019, when they were caused to trip and fall due to dangerous conditions while walking in the parking garage. On June 10, 2020, plaintiffs commenced an action against Macerich. Macerich filed a third-party claim against Area Builders Corp., who in turn filed a second third-party claim against Island Rock & Cirt Corp. On May 8, 2024, we received a third-party summons with Macerich identifying Walker as the "third third-party defendant." Discovery is ongoing.

2024 Redondo Beach Slip and Fall

In October 2021, plaintiff Kenneth Alexander allegedly slipped and fell while riding his bicycle through the Redondo Beach Pier Parking Garage. On October 5, 2022, the plaintiff filed a suit against the defendants. On March 8, 2024, Walker received an amendment to the original complaint identifying Walker as DOE 1. The demurrer hearing to dismiss Walker occurred on July 25, 2024, and the court sustained Walker's demurrer. The court allowed 30 days for the plaintiff to amend their complaint, and a hearing on the amended complaint is pending.

2022 Beth Israel Deaconess Trip and Fall

Walker performed a condition appraisal of the Beth Israel Deaconess Medical Center parking structure in 2012. Repairs were phased from 2013 through 2019. In the summer of 2018, an individual allegedly tripped and fell while exiting the northwest stair tower at the ground level. The individual filed suit in the Massachusetts Superior Court against the Medical Center in 2019 and joined Walker in the lawsuit in 2022. Walker has filed a motion for summary judgment.

2021 City Of Cambridge 1st Street Garage

Walker developed repair drawings and specifications for the 1st Street Garage in Cambridge, MA. On March 3, 2021, a construction accident occurred when the steel stairs that were being removed collapsed, resulting in the death of one construction worker and seriously injuring another. An attorney representing the injured worker and the estate of the deceased worker filed suit against the general contractor, the Structural Group and Walker. The lawsuit was settled through mediation.

2021 BB&T Parking Garage

Walker prepared construction documents in 2018 for repairs to a two-level precast parking garage adjacent to the BB&T Building in Lexington, KY. On Feb 18, 2021, while the garage was empty, an inverted tee beam that had been repaired failed and collapsed. Affiliated FM Insurance Company, which insured the garage, filed a subrogation claim against Walker and the general contractor, RAM. Walker was awarded summary judgement and dismissed from the claim.

2020 Cordos Development

Walker was retained by Cordos Development & Associates (Cordos) in June of 2013 to provide functional and structural design for a 250-space parking structure located in Chicago, Illinois. Rogers Park Solutions (RPS) is the owner of the facility and retained Cordos as the design-builder of the facility. RPS filed a claim against Cordos on May 6, 2020, for costs related to failure of the channel glass façade system. Cordos asserted a third-party claim against C.A.D. Contracting Glazing (channel glass installer), CBP Corp. (steel support structure installer) and Walker. The lawsuit was settled through mediation.



PAUL JANSSEN

Senior Project Manager : Point of Contact
paulj@eua.com | 920.278.0367

green bay : milwaukee : madison : denver : atlanta

eua.com



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Human Resources
FROM: Shannon Metzler, Human Resources Director
SUBJECT: Resolution #25-23 Ratifying Contract with De Pere Professional Firefighters Association IAFF Local #141.
RECOMMENDED ACTION: Requesting a recommendation of the Finance/Personnel Committee to forward this item to the Common Council with a Ratifying Resolution.

At its meeting on February 11, 2025, the Finance/Personnel Committee voted unanimously to move forward the amendments to the 2018-2020 labor agreement for final Council approval.

ATTACHMENTS:

Reso25-23, Final Draft Track Changes of 2021-2023 Contract Changes January 29 2025, Memo to F P Committee - Fire CBA changes

RESOLUTION #25-23

RATIFYING CONTRACT WITH THE DE PERE PROFESSIONAL
FIREFIGHTERS ASSOCIATION, IAFF LOCAL #141

BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere,

Wisconsin, as follows:

That the Common Council of the City of De Pere hereby ratifies the amendments to the 2018-2020 labor agreement by and between the City and the De Pere Professional Firefighters Association, IAFF Local 141, which amendments shall be incorporated in and made a part of the labor agreement to be in effect between the parties for the years 2021 through 2023; the City Manager and City Clerk are authorized and directed to execute such amended labor agreement and to implement the amendments contained in said agreement as soon as practicable and consistent with established procedures.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/11/2025

Light Duty

Light duty assignments may be granted by the Fire Chief or designee upon proper submission of medical documentation of the employee's injury or illness by a licensed medical provider. The medical documentation shall include without limitation the nature of employee's injury or illness and the work the employee is capable of performing. Light duty assignments shall be made at the sole discretion of the Chief and is contingent upon available light duty work and the capabilities of the employee. Light duty is intended as temporary and normally will not exceed two months/60 calendar days in duration. In implementing this paragraph, the Chief or designee will *use the following guidelines*:

- 1) ~~Local 141 members~~ Employees on medical leave due to non-work related injury or illness or pregnancy who are not fit for full duty, but have been cleared by a medical professional to come back to work on light duty, may have the option of one of the following:
 - i. Employee goes on FMLA (if eligible) until ready to return to full duty; or
 - ii. Employee stays on regular 24-hour shift cycle, work 8 hours (1/2 hour unpaid lunch) on scheduled shift days (Monday - Friday) between 0700 and 1900, and use eligible paid leave for the remaining 16 hours; 24 hours of paid leave would be used on Saturdays and Sundays; or
 - iii. Employee works Monday – Friday, 8 hours (Monday - Friday) between 0700 and 1900 and any available paid leave would be used to equal 56 hours per week. Start times and work days may vary if mutually agreeable. This is limited light duty durations expected to last 2 weeks or more. Employee will typically start the light duty schedule on a Monday; or
 - iv. Employee stays on their 24-hour shift rotation (For pregnancy only).
- a) If the employee requests time off of work they shall use paid leave.
- b) Light duty assignments under ii) or iii) above shall require written approval by the Fire Chief in their sole discretion.
- c) If an employee chooses ii) or iii), that employee may not choose to switch to another option without medical documentation of a change in condition and without the Chief's or their designee's approval.
- d) Light duty for employee pregnancy may last beyond the usual two months/60 days duration limitation set forth above in accordance with medical professional recommendation.

2) Local 141 members Employees on workers' compensation who are not fit for full duty, but have been cleared by a medical professional to come back to work on light duty will work:

- a) Their 24-hour shift rotation; and
- b) A modified version of his/her 24-hour shift schedule according to medical professional recommendations without using sick time.

Individuals with on-duty injuries or illnesses may be given preference for light duty assignments. Employees assigned to light duty will not be counted toward the normal daily staffing levels.

Except as provided above, all benefits provided for by the Labor Agreement shall not be reduced due to a light duty assignment.

Employees who elect and anticipate working option 1 iii), for two weeks or longer shall have their total hours of available vacation converted utilizing the formula outlined in Article 20 of the CBA. Upon return to full duty, the vacation hours will be converted back using the same formula. If an employee is on light duty during a Holiday the employee may use 8 hours of Holiday compensatory time to take the Holiday off. Upon completion of light duty and once vacation is converted back to 24 hour blocks, the remaining hour balance that is less than 24 hours shall be forfeited. The conversion factor was created by dividing the 40-hour work week by the Fire Department 56-hour workweek.

Light duty assignments shall be within the City of De Pere. Shift light duty assignments will be on the same shift the employee was assigned prior to the injury or illness, and the training will be provided by the employer to maintain the efficient accomplishment of the assignments given is feasible.

Employees placed on light duty assignment are prohibited from participating in outside employment beyond the current restrictions of his/her light duty assignment in the Department. Failure to follow this provision is grounds for discipline.

ARTICLE 8 HOURS OF WORK:

Line Personnel

- The workday for line personnel shall be from 7:00 a.m. of one day to 7:00 a.m. of the succeeding day.
- The normal workweek shall average fifty-six (56) hours per calendar week with a three (3) platoon system under the procedure of the California plan.
- The work period shall consist of twenty-seven (27) workdays coinciding with three (3) recurring nine (9) day cycles under the schedules worked in accordance with the schedules worked by line personnel as set forth above.

Day Personnel

- The workday for day personnel shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m.
- The normal workweek of forty (40) hours shall consist of five (5) eight (8) hour days.
- The work period shall consist of twenty-eight (28) workdays coinciding with four (4) recurring seven (7) day cycles under the schedules worked by day personnel as set forth above.

~~An employee shall be entitled to change hours of work when he/she is able to secure another employee to work in his/her place, provided:~~

- ~~1. Such substitution is made as follows:

 - ~~a. Officers may trade with other officers and the top three (3) of the promotional eligibility list. In the event that an eligibility list is not valid, then the officers may trade with the three (3) most senior non-officers of the Department. These trades will not be subject to Shift Supervisor Pay under Article 12. The parties agree that exempting this paragraph from Shift Supervisor Pay will not create a precedent in future bargaining.~~~~

Paid on Premise Firefighter

- The position of Paid-on-Premise Firefighter is not intended to replace any union position and it only serves to enhance the Fire Department's daily and emergency operations.

- In the event a bargaining member exercises a time-off benefit, the vacancy created will be offered to Paid-on-Premise staff.
- Paid-on Premise Firefighters shall not affect the full time/career staffing model of the Department.
- Paid-on-Premise Firefighters will be eligible for shift vacancies and special event staffing only after such work is offered to full-time firefighter members.

~~b. All other trades will be between non-officers.~~

- ~~2. Such substitution is made only between employees with identical medical certification when the number of paramedics on duty are two less than the number of paramedics assigned to that shift.~~
- ~~3. Such substitution does not impose any additional cost on the City. The person who accepts the trade by agreeing to work shall be held responsible for any costs incurred.~~
- ~~4. The officer in charge of the shift is notified and approves of the substitution. When submitted for approval, the trade shall be reciprocal, meaning both sides of the trade are included and identified and both sides of the trade will occur within a rolling calendar year.~~
- ~~5. Neither the Department nor the City is held responsible for enforcing any agreement made between employees. It is understood that an employee's first responsibility is to his/her position with the City.~~
- ~~6. Substitutions outside the parameters of this paragraph may be authorized by the Chief or the Chief's designee.~~

Acting Lieutenant Pay

- When a shift employee is assigned the duties of the Acting Lieutenant due to an absence of a Lieutenant greater than one hour, said employee shall be compensated at the regular hourly rate of pay of the vacant Lieutenant for all time spent acting as such Lieutenant. -
- When a shift employee is assigned the duties of Acting Lieutenant due to staffing an additional fire response vehicle supervising a team of at least two ~~employees~~ for greater

than one hour, said ~~shift~~ employee shall be compensated at the regular hourly rate of a Lieutenant position for all time spent acting as such Lieutenant.

- c) Acting Lieutenant pay will be offered first to those members on any current promotional eligibility list and second to the senior qualified ~~employee~~ assigned to the shift which the opportunity occurs.

Acting Battalion Chief:

1. A short-term vacancy is defined as a vacancy in the Battalion Chief position created by vacation, illness, emergency, Family Medical Leave Act (FMLA) or holiday leave for a period no less than eight (8) hours and no longer than twenty (20) shift days.

2. A long-term vacancy is defined as a vacancy in the Battalion Chief position created by vacation, illness, emergency, Family Medical Leave Act (FMLA), holiday leave, resignation, or termination for a period longer than twenty (20) shift days and not longer than 12 months.

3. Chief officers shall **have** the first right of refusal to all vacancies. Chief officers shall be defined as the Fire Chief, Assistant Fire Chiefs, or Battalion Chiefs.

4. During periods of short-term vacancies, the following shall apply:

a. The senior bargaining unit ~~lieutenant~~ on shift, qualified to perform the duties of acting Battalion Chief shall be offered such duties during the short-term vacancy. If there are no ~~qualified lieutenants~~ on shift, one may be called in off duty.

“Qualified” as used herein means the ~~lieutenant~~ has successfully completed the Acting Battalion Chief task book and is in good employment standing, meaning not subject to a performance improvement plan or subject to a suspension within the previous one (1) year.

5. Fire Administration has the ability to appoint an individual to fill a long-term Battalion Chief vacancy **conditioned upon acceptance** by ~~the~~ member of the Bargaining Unit.

6. When a Bargaining Unit member is appointed to fill a short or long term vacancy as Acting Battalion Chief, the following shall apply:

a. When an employee is assigned to fill a vacancy as acting Battalion Chief, that employee shall receive pay for such actual time worked at a rate which is 7% above the employee’s hourly base rate.

b. During the appointment, the Bargaining Unit member acting as Battalion Chief shall retain all seniority and rights within the Bargaining Unit.

c. The Parties shall continue to follow the terms and conditions of the CBA related to all members of the Bargaining Unit, including, but not limited to, vacation scheduling, substitutions, and overtime.

d. When the employee is appointed to a long term vacancy, they shall have the same ability to use their accrued time as the regularly scheduled Battalion Chief.

e. The Fire Chief, Assistant Fire Chief or a full-time Battalion Chief shall remain an accessible duty chief to provide support and address issues that arise outside the experience or expertise of an Acting Battalion Chief. Accessible is defined as available by phone

7. If a Battalion Chief elects to use their accrued time off and the vacancy causes an order in of a bargaining unit member, the first right of refusal for the Battalion Chief vacancy shall be given to the off duty Battalion Chiefs prior to ordering in a bargaining unit member. If no off-duty Battalion Chief elects to fill the vacancy, a bargaining unit member may fill the vacancy and the subsequent filling of other vacancies within the department shall be filled accordingly.

ARTICLE 12 SALARIES:

2022 – 2.5% effective January 1, 2022

2023 – 2% effective January 1, 2023

0.75% effective December 1, 2023

ARTICLE 20 VACATIONS:

Line personnel earning wages for hours actually worked or receiving wages for approved leave for not less than four (4) duty days or ninety-six (96) hours during any calendar month shall be entitled to vacation with pay according to the schedule provided herein.

Day personnel earning wages for hours actually worked or receiving wages for approve leave for not less than eight (80) hours during any calendar month shall earn, and be entitled to, vacation with pay according to the schedule provided herein.

For purposes of the two preceding paragraphs, an employee shall be considered to be receiving wages for approved leave if the person is incapacitated due to a work-related illness or injury. An injury shall be considered work related if the party has received or is receiving workers compensation benefits for such injury.

January 1 is to be used as the anniversary date in determining vacation benefits. Employees hired during mid-year shall accrue a proportional part of vacation benefits during the second year for each month of employment up to January 1 of the subsequent year. Effective for

employees hired on or after January 1, 1996: Employees hired during mid-year shall accrue a proportional part of vacation benefits during the first year for each month of employment up to January 1 of the subsequent year. Such vacation days shall be credited to the employee January 1 of the year following the date of hire; however, employees shall not be eligible to use such vacation days until they have completed six (6) months of employment. If the hire date of the new employee was on, or prior to, the 15th day of the month, a full month benefit will be granted, and if the hire date was after the 15th day of the month, the benefits will accrue beginning with the 1st day of the following month. In determining vacation benefits after two (2) full years of employment, January 1 of the hire year will be used for those employees with a hire date occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a hire date during the last six (6) months. Effective for employees hired on or after January 1, 1996: In determining vacation benefits for the year following the date of hire, January 1 of the year of hire will be used for those employees with a date of hire occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a date of hire during the last six (6) months.

Vacation Schedule For Line Personnel (Hired Prior to January 1, 2025)

- a. Three (3) working days after one (1) year of employment.
- b. Six (6) working days after two (2) years of employment.
- c. Seven (7) working days after five (5) years of employment.
- d. Nine (9) working days after eight (8) years of employment.
- e. Ten (10) working days after ten (10) years of employment.
- f. Eleven (11) working days after thirteen (13) years of employment.
- g. Twelve (12) working days after sixteen (16) years of employment.
- h. Fifteen (15) working days after twenty (20) years of employment.
- i. Sixteen (16) working days after twenty-five (25) years of employment.

Employees hired prior to January 1, 2025 shall receive their vacation accrual on January 1st of each year based upon the number of months worked the previous year. On the last day of employment, the employee shall receive payment for their current balance of accrued vacation plus vacation earned but not used for the last year of employment.

Vacation Schedule for Line Personnel (Hired Starting 1-1-25)

<u>Years of Service</u>	<u>Workdays Off</u>
<u>Hired between January 1 to April 30</u>	<u>3 days</u>
<u>Hired between May 1 to August 31</u>	<u>2 days</u>
<u>Hired between September 1 to December 31</u>	<u>1 day</u>
<u>1 to 5 years of employment</u>	<u>6 days</u>
<u>After 5 years of employment</u>	<u>7 days</u>
<u>After 8 years of employment</u>	<u>9 days</u>
<u>After 10 years of employment</u>	<u>10 days</u>
<u>After 13 years of employment</u>	<u>11 days</u>
<u>After 16 years of employment</u>	<u>12 days</u>

<u>After 20 years of employment</u>	<u>15 days</u>
<u>After 25 years of employment</u>	<u>16 days</u>

Employees hired mid-year shall accrue vacation per the table within this article. Example:

- Firefighter A is hired on April 18, 2025 and is credited three (3) days. Firefighter A would be able to use the three (3) accrued days in 2025 and would receive six (6) days of vacation on January 1st 2026.

Employees hired after January 1, 2025 shall receive their vacation in accordance with their years of employment the year it is accrued. The vacation shall be prorated in the first and last years of employment. If an employee end employment and has used more vacation than has been earned, then the deficit shall be paid back to the City and shall be deducted from the employee's last payment as wage overpayment. January 1st shall be used to determine the anniversary date.

Employees attending initial paramedic training on their own time will be granted vacation and holiday time off, in blocks of less than 24 hours, to facilitate their attending initial paramedic training sessions.

Vouchers for initial paramedic training vacation or holiday hours must be filed not more than thirty (30) days before the requested date of use. Vouchers shall be filed with the officer in charge, subject to the review of the Chief and may be denied if inconsistent with the needs of the department.

Day Personnel

- One (1) workweek (5 days) after one (1) year of employment.
- Two (2) workweeks (10 days) after two (2) years of employment.
- Three (3) workweeks (15 days) after eight (8) years of employment.
- Four (4) workweeks (20 days) after sixteen (16) years of employment.
- Five (5) workweeks (25 days) after twenty-five (25) years of employment.

Personnel desiring vacation shall submit request for leave to the Fire Chief or designee. The Chief or designee shall schedule vacations, giving due consideration to seniority rights, the needs of the service, and the remaining staff to perform the necessary duties of the Department.

Vacation Scheduling

The vacation selection process shall be per the following:

- All members shall select vacation on a department seniority basis.
- Two (2) non-officer members may be off on vacation on the same date, but only one (1) officer may be off at a time.
- The most senior member on each shift shall start selecting vacation. Each member shall have three (3) working days per round to select his or her vacation. The remaining members of the shift shall then select in this manner by seniority.

- d. Vacation signing will consist of three rounds. The first round of signing shall be for three (3) day blocks. A maximum of two (2), three (3) day blocks may be picked the first round. The second round of picks shall be for three (3) day blocks also. A maximum of two (2), three (3) day blocks may be picked in the second round. The third round may be used for single days or three (3) day blocks. A member may pass picking three (3) day blocks in the first round and/or second and may choose to pick single days in the third round.
- e. Any vacation day selected after April 15 shall be treated the same as holiday or accrued time, except that vacation days may be selected more than thirty (30) days in advance.
- f. Vouchers shall be filled out properly and signed by the member and the Chief or shift officer.
- g. The vacation schedule shall be posted in each department quarters on or before the first day of January.
- h. A member may cancel his/her vacation at any time up to when the vacation period/day starts.

The Association shall be responsible to monitor and coordinate the vacation scheduling process including posting of the schedule under paragraph "g" above. In no event will the City be subject to the grievance procedure under Article 31 for any failure to follow the vacation scheduling process.

~~Vacation leave shall not be accumulative. The Chief, with approval of the City Administrator, may allow earned vacation to accumulate when it is in the best interests of the City. Only upon approval of the Fire Chief and the City Administrator will employees be permitted to be absent from duty due to vacation for any one period which would exceed the amount of vacation time earned during the prior year.~~
Line personnel shall be able to carry over three (3) days of vacation to the following year. Said days shall only be used during the single day selection process or as a tour during the time frame of January 1st to March 31st.

Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against vacation leave.

Schedule Changes

In the event an employee changes status from a day schedule to a line schedule or vice versa, the employee's vacation shall be converted pursuant to the following equation:

$$a \times \frac{b}{c} = \text{vacation hours due under new schedule}$$

WHERE:

- a = number of vacation hours due January 1 of year of transfer less hours used in year of transfer (including any carryover)
- b = total annual vacation hours due for employee of equal tenure on January 1 of the year of transfer under the schedule to be transferred to
- c = total annual vacation hours due the employee as of January 1 of the year of transfer (excluding any carryover)

ARTICLE 28 RESIGNATION:

To resign in good standing, an employee shall submit his/her resignation in writing to the Fire Chief two (2) weeks in advance of the effective date of his/her resignation. The final two weeks of all notices shall be exclusive of any accrued paid time off taken unless for unavoidable circumstances, or if approval is obtained from the Chief after the resignation or retirement notice is received. Employees resigning or retiring from their position may not extend their final date of employment using unused paid time off (i.e. vacation, floating holiday, sick). The employee's last day of employment shall be defined as the last day the employee is physically at work unless there are extenuating circumstances as approved by the Human Resources Director. Employees who submit an irrevocable written notice at least 90 days before the employee's identified date of resignation or retirement shall be awarded an additional vacation day at the employee's current rate of pay to be paid out with the employee's last paycheck.

ARTICLE 31 GRIEVANCE PROCEDURES – DISCIPLINARY PROCEDURES.

1. Grievances. A grievance is defined as any complaint involving the interpretation, application or alleged violation of the terms of this agreement involving wages, hours, and conditions of employment other than proceedings conducted pursuant to Section 62.13(5), Wisconsin Statutes. A grievant may be an employee or, by mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding.

- (a) The Chief of the Department or the Finance/Personnel Committee or members thereof may confer with the union and such employees or other persons they may deem appropriate before making their decision.
 - (b) The calendar days indicated at each step should be considered a maximum. The time limits may be extended by mutual consent.
 - (c) Steps in the procedure may be waived by mutual agreement of the parties.
- (Step 1) In the event of a grievance, the grievant, or the Union Grievance Committee on his/her behalf, shall have the right to present the grievance, in writing, to the

Chief within twenty (20) calendar days of the date of the act or occurrence involved. The grievance shall contain a statement of the facts upon which the grievance is based and state the action requested. The Chief shall furnish the grievant or the Grievance Committee an answer within ten (10) calendar days after receiving the grievance.

- (Step 2) If the grievance is not satisfactorily resolved at Step 1, the written grievance may be appealed ~~and to the Finance Committee. Such appeal shall be~~ submitted to the ~~Finance Committee~~[Human Resources Director](#) within five (5) calendar days of receipt of the Chief's decision. If such appeal is submitted, the Chief shall submit a full report to the Finance/Personnel Committee. The Finance/Personnel Committee, within ten (10) calendar days of receipt of the written appeal, shall furnish the grievant or the Grievance Committee with its decision thereon.
- (Step 3) Grievances not resolved at Step 2 may be appealed within twenty (20) calendar days to the Wisconsin Employment Relations Commission for arbitration. [A copy of such appeal shall be submitted to the Human Resources Director upon filing with the Wisconsin Employment Relations Commission.](#) Such Commission shall appoint an arbitrator; the dispute shall be presented to such arbitrator for determination, which shall be final and binding.

CITY OF DE PERE MEMO



To: Finance & Personnel Committee
From: Tony Wachewicz, City Attorney
Date: February 7, 2025
RE: Changes to DPFR's Collective Bargaining Agreement between City of De Pere and DPPFA Union
141

The City of De Pere and the De Pere Professional Firefighter's Association have had a series of recent meetings and discussions concerning various language changes to the multiple sections of the parties' Collective Bargaining Agreement. Additionally, the parties have come to a proposed agreement on wage increases for the years 2021, 2022, and 2023. The City and its bargaining team are recommending approval of these language changes to be incorporated into the CBA along with the approval of wage increases.



City of De Pere, Wisconsin

1.25

Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Health
FROM: Chrystal Woller, Health Director/Officer
SUBJECT: Resolution #25-24 Approving EpicCare Link Site Level Agreement with Ascension Health - IS, Inc.
RECOMMENDED ACTION: Recommendation from the Board of Health to approve EpicCare Site Level Agreement with Ascension Health.

The Board of Health voted to recommend approval of this agreement at its February 10, 2025 meeting.

ATTACHMENTS:

Reso25-24, Memo_Ascension EpicCare Access_Common Council, De Pere Health
Dept_Information Access and Confidentiality Agreement

RESOLUTION #25-24

APPROVING EPICCARE LINK SITE LEVEL AGREEMENT WITH ASCENSION HEALTH - IS, INC.

WHEREAS, Ascension Health – IS, Inc. (Ascension Technologies), and all its affiliated hospitals and clinics, has implemented an electronic health record information system utilizing Epic System Corporation’s EpicCare software (the System) to create, maintain, store and transmit health information regarding its patients, which Ascension Technologies wishes to make available to the De Pere Health Department to coordinate quality and efficient patient care; and

WHEREAS, Ascension Technologies offers to permit City’s Health Department portal access to the System, pursuant to the terms and conditions of the attached EpicCare Link Access Agreement, allowing the department to obtain pertinent medical information to conduct state required health interventions, which will simultaneously improve department efficiencies; and

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

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

The City Manager is authorized and directed to execute the EpicCare Link Access Agreement between Ascension Health – IS, Inc. and the City of De Pere as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/10/2025

CITY OF DE PERE

MEMO



Meeting Date: 2/19/2025
Department: Health
From: Chrystal Woller BSN, RN, MBA

Re: Recommendation from the Board of Health to approve the Ascension EpicCare Access Agreement

The department continues to seek and improve efficiency with daily tasks. This agreement will be a catalyst to improve time spent on accessing pertinent medical information to conduct statute required public health interventions. Historically, the health department requested and received this information through medical record requests and faxed documentation, which is time consuming. This new opportunity will allow public health to access public health information only through a secure health system portal. Ascension access is requested like the other health systems that have already been approved in 2024 (Gunderson, whose medical records are merging with Bellin's under Emplify in 7/2025, HSHS, and Aurora). Approved by the Board of Health unanimously on 2/10/2025.

EPICCARE LINK ACCESS AGREEMENT

THIS EPICCARE LINK ACCESS AGREEMENT ("Agreement") is entered into by and between Ascension Health – IS, Inc., a Missouri non-profit corporation (hereinafter referred to as "Ascension Technologies"), and _____ (hereinafter referred to as "Entity"). This Agreement shall be effective as of the date on which the last of the parties has executed this Agreement ("Effective Date").

W I T N E S S E T H:

WHEREAS, in order to promote quality care and improve physician and staff access to health information, certain Ascension Technologies affiliated hospitals and clinics as well as hospitals and clinics under contract with Ascension Technologies pursuant to the Epic Community Connect program located in Wisconsin (each a "Care Facility") have implemented an electronic health information system utilizing Epic System Corporation's Epic Care software to create, maintain, store, and transmit health information regarding its patients (the "System"); and

WHEREAS, physicians, other health care providers and support staff employed or contracted by Entity (collectively, "Entity Personnel") provide health care services to Care Facility patients and/or coordinate payment of the health care services; and

WHEREAS, the parties desire to promote the quality and efficiency of patient care by providing certain Entity Personnel with access to electronic patient information maintained in Care Facility's System ("System Information"); and

WHEREAS, Care Facility and Ascension Technologies are willing to provide certain Entity Personnel with access to System Information in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Entity and Care Facility agree as follows:

I. Access.

I.1 Epic Requirement for Access. In order to receive the access further described in this Section, Entity agrees to execute any access agreements required by Epic.

I.2 Permission from Contracted Entity. If Entity does not have a direct contract with Care Facility to provide services which require the access contemplated herein, then Entity must obtain the authorization of an entity that has a direct contract with Care Facility (by executing the authorization on Exhibit B) prior to receiving the access contemplated herein. For example, if Entity is a billing agent of a health care provider, Entity must obtain the health care provider's authorization on Exhibit B.

I.3 Nature of Access. Subject to the terms and conditions set forth in this Agreement, Care Facility and Ascension Technologies hereby grant Entity and certain Entity Personnel non-transferable, non-exclusive access to the System on the basis identified below utilizing the EpicCare Link system portal ("**EpicCare Link**"). Neither Entity nor any Entity Personnel shall have any ownership rights in, or any right to input data into, amend, or otherwise alter, the System, EpicCare Link or System Information. Entity is responsible for acquiring and maintaining any

computer hardware, software or services necessary to access the System via EpicCare Link.

- (a) **Provider Entity.** System access to EpicCare Link shall be provided on a **"request-only", "read-only" and "limited write-only"** basis. For clarity, such request-only, read-only and limited write-only access may include the capability to write orders and schedule appointments but does not provide Entity with "write" access to the System and System Information.
- (b) **Payer Entity.** System access to EpicCare Link shall be provided on a **"request-only", "read-only"** basis for purposes of concurrent review of a member of Entity who is admitted as a Care Facility patient who has been admitted into a Care Facility bed ("Hospitalized Patient") to Care Facility. As a condition to its receipt of access to EpicCareLink, Entity and Entity Personnel agree to provide Care Facility a determination on admission status, and approval or denial of hospital stay, for the Hospitalized Patient being reviewed by Entity or Entity Personnel, within one (1) business day of notification of Hospitalized Patient's admission. Entity also agrees not to conduct any post discharge audit, payment denial and/or refund request from Care Facility for such hospital stay on Hospitalized Patient accessed through EpicCareLink by Entity or Entity Personnel when billed in accordance with Entity or Entity Personnel's aforementioned admission status determination.

I.4 Scope of Access. Entity's access to EpicCare Link, the System and System Information shall be solely for permissible purposes under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("HIPAA"), including by not limited to, treatment, payment and healthcare operations. The access, use, or disclosure of System Information for any other purpose is outside the scope of access granted by this Agreement and constitutes a breach of this Agreement. Entity and Entity Personnel access to System Information shall be in accordance with the HIPAA minimum necessary standard.

I.5 Individual Access. Entity may request access to the System via EpicCare Link, in a manner designated by Care Facility or Ascension Technologies, for only those Entity Personnel who have a need to access the System Information in the course of performing their job function (hereinafter "Authorized User"). Care Facility or Ascension Technologies will provide unique access codes to an Authorized User once such Authorized User has signed a User Access and Confidentiality Agreement ("User Agreement") in the form attached hereto as Exhibit A. Such access shall be granted pursuant to the terms and conditions set forth in this Agreement, the User Agreement and any written reference manuals, training materials and policies or procedures provided by Care Facility or Ascension Technologies related to Authorized User access ("User Documentation"). Entity agrees to maintain a file containing all signed User Agreements and will promptly provide Care Facility and Ascension Technologies a copy of any such signed agreement upon request. Entity shall ensure that its Authorized Users only access EpicCare Link, the System and System Information through equipment owned or leased by Entity. Entity will not, and will not permit Authorized Users to: (i) copy or duplicate EpicCare Link or System or any part thereof, (ii) reverse engineer,

decompile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying EpicCare Link or System or any part thereof, (iii) modify, adapt, translate, or create derivative works based on EpicCare Link or System or any part thereof, (iv) remove, obscure or modify any markings or notice or other proprietary rights associated with EpicCare Link or System; or (v) share or disclose unique access codes provided by Care Facility or Ascension Technologies for Authorized User's access to EpicCare Link or System. Entity will promptly notify Care Facility and Ascension Technologies when an Authorized User: (i) is being terminated from employment, (ii) is no longer providing services at the Entity, or (iii) ceases to meet the definition of an Authorized User. Entity is responsible and liable for the acts and omissions of Entity Personnel and its Authorized Users.

I.6 Restrictions on Access. Care Facility or Ascension Technologies may reject, restrict, suspend, or terminate the access of any Authorized User at any time and for any reason, without penalty. Entity agrees to fully cooperate with Care Facility and Ascension Technologies in winding up any such terminated access. If access termination is due to an Authorized User's breach of the User Agreement, Entity agrees to provide Care Facility and Ascension Technologies, upon request, written assurances in sufficient detail that Entity has implemented safeguards to prevent same or similar breaches from occurring with its other Authorized Users.

II. Use and Disclosure of Protected Health Information.

II.1 Use and Disclosure of Protected Health Information ("PHI"). In the use and disclosure of the System Information, Entity will comply, and will require its employees, agents, contractors, and representatives to comply with the applicable Laws governing the use and disclosure of patient information. "**Laws**" means all federal, state, provincial, regional, territorial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization. The definition of Laws includes HIPAA.

II.2 Safeguarding of Information. Entity shall implement appropriate administrative, physical and technical safeguards to protect the System and System Information against unauthorized access, use, or disclosure, consistent with applicable Laws, including the security standards under HIPAA found at 45 C.F.R. Part 164, Subparts A and C. Entity agrees to comply with all current and future applicable Laws regarding privacy, security, and electronic exchange of health information.

II.3 Responsibility for Medical Decisions. Entity and Authorized Users acknowledge and agree that the provision of access to System and System Information via EpicCare Link is not intended to, and shall not be deemed in any way to, eliminate, replace or substitute for, in whole or in part, the medical judgment of Entity or Authorized Users, as applicable, or the analysis or treatment of any patient's medical condition. As applicable, Entity has the sole and exclusive responsibility for any medical decisions made or actions taken by Entity, Authorized Users, or any other employees, independent contractors or other personnel of Entity or any Authorized User with respect to its patient's medical care and treatment.

III. Auditing/Reporting/Enforcement.

III.1 Auditing by Care Facility. Care Facility and Ascension Technologies may, in their sole discretion, monitor System access by Entity and/or its Authorized Users to ensure adherence with the terms of this Agreement, the User Agreement and User Documentation. During the term of this Agreement, Entity shall: (i) upon request, provide Care Facility and Ascension Technologies with any documentation or information necessary for Care Facility and Ascension Technologies to perform such audit, and (ii) cooperate with Care Facility and Ascension Technologies, as applicable, in performing such audit, including providing reasonable access to Entity's computer systems and/or networks. Care Facility or Ascension Technologies, as applicable, shall provide Entity with at least twenty-four (24) hours' notice of any such audit when Entity cooperation is needed per the previous sentence, and any such audit shall not unreasonably interfere with Entity's business activities.

III.2 Reporting. Entity will notify Care Facility and Ascension Technologies within twenty-four (24) hours of becoming aware of any: (i) use or disclosure of System Information not authorized by this Agreement, (ii) any unauthorized access to the System via EpicCare Link or (iii) any security incident of which it becomes aware. Entity shall provide such notice to Care Facility's Privacy Officer and VMO@ascension.org. Care Facility and Ascension Technologies shall have the right to conduct their own investigations into any such incident and Entity agrees to cooperate with such investigations.

III.3 Notification to Individuals. If Entity uses or discloses System Information in a manner not authorized by this Agreement, Entity shall reimburse Care Facility for all costs incurred by Care Facility as related to this arrangement in investigating and providing any notification required by 45 C.F.R. § 164 Subpart D, including credit or identity protection services for individuals who are the subject of a breach, or any other breach reporting required by applicable state law.

III.4 Enforcement. If any Authorized User or other Entity Personnel is found to have inappropriately accessed the System or System Information, or to have acted or failed to act in a manner that could or does threaten the security or integrity of the System, Entity will take appropriate corrective or disciplinary action, up to and including termination of employment or termination of a contract. Entity will fully cooperate with Care Facility and Ascension Technologies to terminate, at Care Facility's and Ascension Technologies' sole discretion, the associated System access of such individual.

IV. Third Parties.

IV.1 Disclosures. Entity shall only provide System Information to third parties in accordance with the scope of access set forth in Section 1.2. Entity agrees to immediately notify Care Facility of any subpoena or other judicial or administrative request by any third party. Entity understands and agrees that any request made by or on behalf of a patient for access to System Information maintained in System must be immediately referred to Care Facility. Entity acknowledges that it, its Authorized Users, employees, agents and contractors have no authority to grant access to the System or System Information.

V. Insurance/Indemnification.

V.1 Insurance. During the Term of this Agreement, Entity shall maintain professional and general liability insurance with an insurer acceptable to Ascension Technologies in such amounts as are customary for providers of similar services, but in no event, in an amount of less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) in the aggregate. In addition, if authorization per Exhibit B is applicable, Entity shall maintain cybersecurity insurance with limits as are customary in the industry and which meet Ascension Technologies' approval. A certificate evidencing such insurance shall be provided to Ascension Technologies upon request.

V.2 Indemnification. Entity shall indemnify and hold Care Facility and Ascension Technologies harmless from and against all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees ("Claims") directly resulting from any: (i) violation of Law by Entity or Entity Personnel, or (ii) negligent, grossly negligent or willful act or omission of Entity or Entity Personnel in breach of its obligations under this Agreement or relating to its use, disclosure or safeguarding of ePHI. The indemnification provisions of this Section are in addition to, and not in lieu of, any common law rights of contribution existing under the laws of the state of Wisconsin, which Care Facility or Ascension Technologies may have against Entity or its agents or employees.

To the extent Entity has limited or capped its liability under the terms of any other document between Entity and Care Facility or Ascension Technologies, this provision shall control.

V.3 No Warranty. Care Facility and Ascension Technologies make no warranties, either express or implied, as to the System, System Information or EpicCare Link or any other items or services used in connection therewith and disclaim all express and implied warranties including any warranties that access to the System or EpicCare Link will be uninterrupted or error free or as to the accuracy of System Information.

V.4 Limitation on Liability. Care Facility and Ascension Technologies and their affiliates shall not have any liability for any consequential, indirect, or punitive damages whatsoever (including loss of profits or loss of goodwill) resulting from, arising out of or in connection with the use or inability to use or the performance or non-performance of the System, System Information or EpicCare Link or any items or services provided under or in connection with this Agreement, even if Care Facility or Ascension Technologies has been advised of the possibility of such damages or should have known of the possibility of such damages, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise. The limitations of liability and disclaimers of warranty stated in this Agreement form an essential basis of the bargain between the parties.

VI. Term and Termination.

VI.1 Term. This Agreement will commence on the Effective Date and will continue in full force and effect for a period of one (1) year, unless sooner terminated as herein provided. Thereafter, this Agreement will automatically renew for successive one

(1) year terms unless sooner terminated as herein provided.

VI.2 Termination. This Agreement may be terminated as follows:

- (a) Voluntary Termination. This Agreement may be terminated by Entity or Ascension Technologies, for any reason, by giving fifteen (15) business days written notice to the other party.
- (b) Involuntary Termination. This Agreement shall be terminated immediately upon the occurrence of any of the following:
 - (1) Entity (if applicable based on whether Entity is a payer or healthcare provider) or Care Facility loses its license or ability to provide medical care in the State of Wisconsin;
 - (2) Entity no longer meets the criteria used by Care Facility and Ascension Technologies to determine eligibility for access to the System and System Information;
 - (3) Ascension Technologies or Entity commences or has commenced against it proceedings to liquidate, wind-up, reorganize or seek protection, relief or a composition of its debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.
- (c) Immediate Termination. In addition to its rights in Section 1.4, Ascension Technologies may immediately terminate this Agreement and/or any access to the System for Entity or any particular Authorized User, at any time, with or without notice, if Ascension Technologies believes in good faith that Entity, its employees, agents or contractors and/or any of its Authorized Users have violated this Agreement, including but not limited to inappropriately accessing System Information or using or disclosing any System Information in violation of any Laws.

VII. Miscellaneous.

VII.1 Relationship of Parties. The relationship of the parties under this Agreement is that of an independent contractor. Nothing in this Agreement is intended nor should be construed to create the relationship of employer and employee or principal and agent between or among any or all of them.

VII.2 Corporate Authority. Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing. The execution and performance of this Agreement by each party has been duly authorized in accordance with all applicable Laws and all necessary corporate action has been taken, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.

VII.3 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered to the other party (i) personally, (ii) on the first (1st) business day following delivery by facsimile transmission to the telephone number provided by the party for such purposes, (iii) on the first (1st) business day following deposit

for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; (iv) on the first (1st) business day following delivery by electronic mail ("e-mail") to the e-mail address provided by the party for such purposes, if simultaneously mailed as provided herein or (v) on the fourth (4th) business day following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party's address set forth below.

If to Ascension Technologies:

If to Entity:

Ascension Technologies
Attn: Vice-President Business Management
11775 Borman Drive
St. Louis, MO 63146
Email: VMO@ascension.org

If to Care Facility:

VII.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

VII.5 Waiver. The waiver of any breach or default hereunder shall not operate as or be construed to be a waiver of any subsequent breach or default.

VII.6 Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective permitted successors and assigns. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein, except that this Agreement may be assigned by Ascension Technologies without the written approval of Entity to any successor entity operating the facility now operated by Ascension Technologies or to a Related or Affiliated Organization. "Related or Affiliated Organization" shall mean an entity whose sole member or owner is Ascension Health Alliance or one of its subsidiaries.

VII.7 Entire Agreement. This Agreement, along with any Exhibits referenced herein, constitutes the entire agreement between the parties and contains the entire understanding between parties with respect to the subject matter hereof. This Agreement supersedes all other agreements, either oral or in writing, between or among the parties hereto with respect to the subject matter hereof.

VII.8 Amendments. Any change, modification or amendment to this Agreement shall not be effective unless executed in writing by each of the parties hereto.

VII.9 Compliance With Laws. Notwithstanding any other provision of this Agreement, if at any time while this Agreement is in effect, (i) any governmental agency or other authoritative body having jurisdiction over the terms and conditions of this Agreement, passes, issues or promulgates any Law or materially changes its current position as to the interpretation of any existing Law in a manner which would prohibit, restrict, limit or render illegal the relationship described herein,

(ii) any governmental entity issues a written allegation or otherwise provides notice to a party to the effect that the relationship described herein is in violation of any Law, or (iii) an experienced health care attorney opines that the relationship described herein violates any Law (collectively "Changed Standards or Interpretations"), then a party may give notice to the other parties of its intent to amend this Agreement to bring it into compliance with the Changed Standards or Interpretations. If this Agreement is not amended in writing by mutual agreement within thirty (30) business days after notice is given, then the party giving notice shall have the right to terminate the Agreement effective at the end of the thirty (30) business day notice period.

VII.10 **HIPAA.** Entity acknowledges that Care Facility is a Covered Entity and Ascension Technologies acknowledges that Entity is a Covered Entity, as defined in the implementing regulations of HIPAA, and accordingly will make every effort to assist the other Covered Entity with complying with the provisions of HIPAA applicable to Covered Entities and their access, use and disclosure of patients' protected health information.

VII.11 **Ethical and Religious Directives.** Entity acknowledges that Care Facility and Ascension Technologies conduct their activities in accordance with the Ethical and Religious Directives for Catholic Health Care Facilities, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time ("Directives"), and the Directives are hereby incorporated by reference as a part of this Agreement. Nothing in this agreement shall be interpreted to require Care Facility or Ascension Technologies to violate said Directives in any manner.

VII.12 **Corporate Compliance.** Care Facility and Ascension Technologies have in place a Corporate Compliance Program ("Compliance Program") which have as their goal to ensure that Care Facility and Ascension Technologies comply with applicable Laws. The Compliance Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Entity acknowledges Care Facility's and Ascension Technologies' commitment to corporate compliance and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of the Compliance Program. Entity further agrees to disclose immediately to Care Facility and Ascension Technologies any proposed or actual debarment, exclusion or other event that makes either party ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

VII.13 **Affirmative Action Notice.** The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), as well as the posting requirements of 29 C.F.R. part 471, appendix A to subpart A, if applicable.

VII.14 **Severability.** If any provision of this Agreement is found to be invalid, void or unenforceable, the validity or enforceability of any other provision shall not be affected.

VII.15 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

VIII. Execution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

Ascension Health – IS, Inc.

By:

Title:

Date:

ENTITY:

By:

Title:

Date:



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: Health
FROM: Chrystal Woller, Health Director/Officer
SUBJECT: Resolution #25-25 Approving Grant Agreement Modification to Wisconsin Division of Public Health DPH Contract No. 62109-5.
RECOMMENDED ACTION: Approve DPH Grant Agreement #62109-5.

The Board of Health voted unanimously to move forward Grant Agreement #62109-5 for final Council approval.

ATTACHMENTS:

Reso25-25, Memo_62109-5 consolidated contract 2025_Common Council, 159220_-
_DePere_HD_-2024_DPH_Consolidated_Co

RESOLUTION #25-25

APPROVING GRANT AGREEMENT MODIFICATION TO WISCONSIN DIVISION OF
PUBLIC HEALTH DPH CONTRACT NO. 62109-5

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services (DHS) are parties to the 2024 Division of Public Health (DPH) Consolidated Contract #62109-1, initially authorized by Resolution #24-50; and

WHEREAS, the DHS would like to amend the original contract to add additional Health Department funding for Immunization Cooperative Agreements in the amount of \$1,488.00 for reimbursement of expenses related to providing COVID-19 and other immunizations and vaccines for children for the budget period: October 1, 2023-September 30, 2025, as well as the addition of \$3,749.00 for preventative health and health services block grant programming for the budget period: July 1, 2024-June 30, 2025; and

WHEREAS, acceptance of such funding requires approval and execution of the Grant Modification Agreement, DPH Contract #62109-5, as is attached hereto.

WHEREAS, the Board of Health has reviewed such Grant Agreement Modification and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Grant Agreement Modification Between the State of Wisconsin Department of Health Services and De Pere DPH for 2024 DPH LPHD Consolidated Contract (#62109-5), subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/10/2025

CITY OF DE PERE

MEMO



Meeting Date: 2/19/2025
Department: Health
From: Chrystal Woller BSN, RN, MBA

Re: Recommendation from the Board of Health to approve the WI DPH Consolidated Contract #62109-5 in the amount of \$22,534

The De Pere Health Department has received notification of the department's annual grant award from the WI Department of Health Services for prevention programming in the amount of **\$3,749**. The budget period for this particular award backdates from October 1 and runs through September 30, 2025. Additionally, the profile amount for the COVID immunization grant increased \$1,488 to equal a new total of carryover **\$18,785**. This grant award is set to end on June 30th, 2025. The total contract for these two profiles equals **\$22,534**. Approved unanimously by the Board of Health on 2/10/2025.

Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **435100-G24-DPHCC24-17 M5**

Bureau of Procurement and Contracting (BPC) Review:

- ☐ This agreement requires **Standard** OLC review.
- ☐ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- ☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- ☐ This agreement uses intergovernmental cooperative purchasing.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

- ☐ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

Name: _____
Title: _____

_____ Date Signed



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Depere Dph
for
2024 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G24-DPHCC24-17 M5
 DPH Contract No.: 62109-5
 Agreement Amount: \$22,534
 Agreement Term Period: 10/1/2023 to 9/30/2025
 GEARS Pre-Packet No: 28698, 2888

DHS Division: Division of Public Health
 DHS Grant Administrator: Anna Benton
 DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Chrystal Woller
 Grantee Address: 335 S BROADWAY, DE PERE, WI,
 541152526
 Grantee Email: cwoller@deperewi.gov

Modification Description: We are adding funding for the Preventative Health and Health Services Block Grant Program (Profile 159220) and for the Immunization Program (Profile 155809). Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Name: Chrystal Woller

Title: Health Officer/Health Department Director

Signature: _____

Date: _____

CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472779	Depere Dph	60	See Below	See Below	\$22,534

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
159220	CONS CONTRACTS PHHS	10/1/2023-9/30/2025	-	\$3,749	\$3,749	N/A
155809	IMM COVID SUPP 3 CONS	7/1/2024-6/30/2025	\$17,297	\$1,488	\$18,785	N/A
					\$22,534	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	159220	155809
FAIN	NB01PW000045	NH23IP922611
Federal Award Date	8/26/2024	10/23/2024
Sub-award period of Performance Start Date	10/1/2023	7/1/2024
Sub-award period of Performance End Date	9/30/2025	6/30/2025
Amount of Federal Funds obligated in the subaward	\$3,749	\$1,488
Total Amount of Federal Funds obligated	\$3,749	\$18,785
Federal Award Project Description	Preventive Health and Health Services Block Grant– 2024	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Federal Awarding Agency Name (Department)	Centers for Disease Control and Prevention	DEPARTMENT OF HEALTH AND HUMAN SERVICES, Centers for Disease Control and Prevention
DHS Awarding Official Name	Debra K. Standridge	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622
Assistance Listings Number	93.991	93.268
Assistance Listings Name	Preventive Health and Health Services Block Grant	Immunization Cooperative Agreements
Total made available under each Federal award at the time of disbursement	\$3,480,055	\$161,983,317
R&D?	No	No
Indirect Cost Rate	7.5%	7.5%

**Consolidated Contract Scope of Work
Preventive Health and Health Services (PHHS) Block Grant
Federal Fiscal Year 2024 (FFY24)**

During the contract period of October 1, 2023, through September 30, 2025, the agency receiving Preventive Health and Health Services Block Grant funding must agree to and implement the following program requirements:

Health Department Name: De Pere Department of Public Health

Health Department Contact: Chrystal Woller

Agency Number: 472779

FFY24 Total Allocation: \$3749

Selected Program(s):

Option 1: Accreditation/Reaccreditation

Selected:	No	Allocation:	\$0
Goal(s):			

Option 2: Collaborate with Partners to Assess Community Needs (CHA)

Selected:	No	Allocation:	\$0
Goal(s):			

Option 3: Collaborate with Partners to Address Community Needs (CHIP)

Selected:	No	Allocation:	\$0
Goal(s):			

Option 4: Implement Foundational Public Health Capabilities

Selected:	No	Allocation:	\$0
Goal(s):			

Option 5: Implement Community-Based Interventions

Selected:	Yes	Allocation:	\$3749
Goal(s):	Support Mental Health and Prevent Suicide Promote Healthy Lifestyles		

*Health departments may adjust their above selected work plan option(s) and reallocate funding to an alternative listed option, if necessary. Should a health department desire a work plan change, they are required to promptly contact their assigned PHHS Block Grant Contract Monitor to discuss the proposed revision. Furthermore, during end-of-year reporting, the health department should remind their Contract Monitor of the change from the originally selected option.

Document In Process

Preventive Health and Health Services Block Grant
Local and Tribal Health Department Quality Criteria
Grant Cycle: October 1, 2023-September 30, 2025 (FFY24)

Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract. Contractors should indicate the manner in which they will assure each criterion is met for this program. Those criteria include:

Public health assessment and surveillance that identify community needs, and supports systematic, competent program planning and sound policy development with activities focused at both the individual and jurisdictional levels.

- a) Involvement of key policymakers and the general public in the development of comprehensive public health plans.
- b) Development and implementation of a plan to address issues related to access to high priority public health services for every member of the community.
- c) Identification of the scientific basis (evidence base) for the intervention.

Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, where the scientific basis for the intervention can be documented (evidence-based practice), as well as delivery of public health programs for communities for the improvement of health status.

Record keeping for individual-focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.

Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision-making by those at risk and to affect policy and environmental changes at the community level.

Provision of public information and education, and/or outreach activities focused on high-risk populations that increase awareness of disease risks, environmental health risks, and appropriate preventive activities.

When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements") -- describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

- a) the percentage and dollar amount of the total costs of the program or project funded with federal money; and,
- b) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources

If a conference/meeting/seminar is funded by the contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.

A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.

Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.

Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided. Program-specific data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Preventive Health and Health Services Block Grant
Local and Tribal Health Department Boundary Statement
Grant Cycle: October 1, 2023-September 30, 2025 (FFY24)

Program Boundary Statement

The Preventive Health and Health Services (PHHS) Block Grant provides federal funding to states allowing recipients the ability to address prioritized public health needs in their jurisdictions in collaboration with local and Tribal public health agencies and organizations.

The Division of Public Health (DPH) allocates PHHS funding to each local health department (LHD) and Tribe. DPH has identified a boundary statement identifying funding parameters within which the LHD, Tribe, or agency will carry out funded work. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility. However, while broad, the PHHS Block Grant does not permit the use of funds in some instances. Therefore, unacceptable uses of funds are included in the boundary statement.

Agencies receiving PHHS Block Grant funds from the Division of Public Health are not required to submit a budget. Agencies are reminded they must assure expenses are consistent with the contract. Everything an agency does is available to the public. LHDs, Tribes, and agencies are encouraged to leverage resources across categorical funding to achieve common goals.

All funding recipients are required to follow applicable federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards found at:

<https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

Acceptable Uses of Funding

The PHHS Block Grant gives grantees the flexibility to prioritize the use of funds to:

- Address emerging health issues and gaps.
- Decrease premature death and disabilities by focusing on the leading preventable risk factors.
- Work to achieve health equity and eliminate health disparities by addressing the social determinants of health.
- Support local programs to achieve healthy communities.
- Establish data and surveillance systems to monitor the health status of targeted populations.
- Improve agency operations, build capacity, and achieve accreditation through implementation of effective programmatic and administrative areas central to the agency's objectives.
- Support agency efforts to attain or maintain Public Health Accreditation Board (PHAB) accreditation.
- Supplement or expand grantee services or efforts.
- Increase hours of part-time staff to increase capacity.

Success is achieved by:

- Using evidence-based methods and interventions.
- Reducing risk factors.
- Establishing policy, social, and environmental changes.
- Leveraging other funds.
- Continuing to monitor progress towards selected outcomes and re-evaluate funded activities.
- Reflecting Healthy People and the State Health Improvement Plan in programing.

Unacceptable Uses of Funding

While the PHHS Block Grant allows for flexibility in usage to address local priorities, there are some activities and usage of funds that are not allowed. According to PHHS Block Grant guidance, non-allowable uses for these funds include:

From the Preventive Health and Health Services Block Grant 2024 WI DHS Notice of Award (NOA):

- Purchasing of naloxone.
- Purchasing of syringes.
- Drug disposal programs (drop-boxes, bags, or other devices, and/or take-back events) are not permissible under this funding opportunity.
- Clinical care (except as allowed by law).
- Publicity and propaganda (lobbying)
- Preparing, distributing, or using material (publicity/propaganda) or paying the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body, beyond normal, recognized executive relationships.

From 42 U.S. Code Part A – Preventive Health and Health Services Block Grants:

- Providing financial assistance to any entity other than a public or non-profit private entity.
- Providing inpatient services; offering cash payment to recipients of health services.
- Purchasing or improving land; purchasing, constructing, or permanently improving a building or facility.
- Purchasing of major medical equipment.
- Using as a match requirement for Federal funds.

A detailed, comprehensive list of funding allowances from the CDC can be found at

<https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

Reporting Requirements:

Mid-year and year-end performance reporting will be required from all recipients.

References

- [CDC Preventive Health and Health Services Block Grant](#)
- [CDC General Terms and Conditions for Non-Research Grant and Cooperative Agreement](#)
- [42 U.S. Code Part A – Preventive Health and Health Services Block Grants](#)

Document In Process

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 “Debarment” requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application		Date Signed
For (Name of Vendor)	Unique Entity Identifier (UEI), if applicable	

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anna.benton@dhs.wisconsin.gov

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From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.



City of De Pere, Wisconsin

1.27

Request for Common Council Action

MEETING DATE:	February 19, 2025
DEPARTMENT:	Administration
FROM:	James Boyd, Mayor
SUBJECT:	Resolution #25-26 By the City of De Pere Electors Supporting a Constitutional Amendment.
RECOMMENDED ACTION:	This item is added to the Agenda at the request of Mayor Boyd for Common Council vote.

ATTACHMENTS:

Reso25-26, 4.A WI-Communities-and-States List 178, 4.E How does Citizens United affect our Town - Option C (4), 4.F Why Municipalities are Calling for a Democracy Reform Amendment - Option B (1)

RESOLUTION #25-26

BY THE CITY OF DE PERE ELECTORS SUPPORTING
A CONSTITUTIONAL AMENDMENT

WHEREAS, government of, by, and for the people has long been a cherished American value; and

WHEREAS, free and fair elections are essential to democracy and effective self-governance; and

WHEREAS, corporations are not, and never have been, human beings or persons and therefore are rightfully subservient to human beings and governments as our legal creations, and rightly are provided ONLY privileges, not rights, by the states; and

WHEREAS, interpretation of the U.S. Constitution by appointed Supreme Court Justices to include corporations in the term “persons” has long denied “We the People’s” exercise of self-governance by endowing corporations with constitutional protections intended by the Framers for ONLY “We the People”; and

WHEREAS, in 1976 in the ruling on *Buckley v. Valeo*, the untenable Decision of the Supreme Court changed the course of American elections and established the doctrine that spending money to influence elections is a form of speech; and

WHEREAS, on January 10, 2010, in *Citizens United v. Federal Elections Commission*, the Supreme Court overturned a century of precedence by ruling that corporate spending on elections cannot be limited under the First Amendment.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council supports “We the People” of the City of De Pere, Wisconsin, seeking to reclaim democracy from the expansion of

corporate personhood rights and the corrupting influence of unlimited political contributions and spending and stands with communities across the country to support passage of an amendment to the United States Constitution stating:

1. Only human beings are endowed with constitutional rights – not corporations, unions, nonprofits or other artificial entities; and
2. Money is not speech, and therefore limiting political contributions and spending is not equivalent to limiting speech.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



Wisconsin Communities that have Called for an Amendment

1. City of Madison – petition referendum on ballot April 5, 2011, with 84% approval.
2. Dane County – board placed referendum on ballot April 5, 2011, with 78% approval.
3. City of West Allis – petition referendum on ballot April 3, 2012, with 70% approval.
4. Town of Westport – board passed resolution May 7, 2012.
5. Dunn County – board passed resolution July 25, 2012. Then put on ballot and passed 72% on Nov 4, 2014.
6. Eau Claire County – board placed referendum on ballot Nov. 6, 2012, with 71% approval.
7. Chippewa County – board placed referendum on ballot April 2, 2013, with 68% approval.
8. City of Fort Atkinson – petition forced referendum on ballot April 2, 2013, with 77% approval.
9. City of Whitewater – petition referendum on ballot April 2, 2013, with 84% approval.
10. Douglas County – board of supervisors unanimously approved resolution June 20, 2013.
11. Town of Exeter – town board unanimously approved resolution July 8, 2013.
12. Jefferson County – board of supervisors voted 23-5 to approve resolution July 9, 2013.
13. Town of Koshkonong – town board approved resolution with a July 10, 2013 80% ballot approval.
14. Town of Oakland – town board unanimously approved resolution July 16, 2013.
15. City of Kenosha – city council voted 13-2 to approve resolution August 5, 2013.
16. Town of Sumner – town board unanimously approved resolution August 12, 2013.
17. Town of Watertown – town board unanimously approved resolution August 12, 2013.
18. Kenosha County – board voted 19-4 to approve resolution August 20, 2013.
19. Town of Jefferson – town board voted 4-1 to approve resolution September 5, 2013.
20. Town of Farmington – town board unanimously approved resolution September 5, 2013.
21. Town of Spring Valley – town board unanimously approved resolution September 9, 2013.
22. Town of Lake Mills – town board unanimously approved resolution September 10, 2013.
23. Town of Richmond – town board unanimously approved resolution September 17, 2013.
24. Town of Cross Plains – town board unanimously approved resolution November 11, 2013.
25. Town of Avon – town board unanimously approved resolution December 2, 2013.
26. Town of Porter – town board voted 2 for and 1 abstaining to approve resolution December 16, 2013.
27. Town of Plymouth – town board unanimously approved resolution January 14, 2014.
28. Town of Newark – town board unanimously approved resolution February 10, 2014.
29. City of Waukesha – petition referendum on ballot April 1, 2014, with 69% approval.
30. City of Wauwatosa – petition referendum on ballot April 1, 2014, with 64% approval.
31. City of Edgerton – petition referendum on ballot April 1, 2014, with 87% approval.
32. City of Elkhorn – petition referendum on ballot April 1, 2014, with 69% approval.
33. City of Delavan – petition referendum on ballot April 1, 2014, with 76% approval.
34. City of Lake Mills – petition referendum on ballot April 1, 2014, with 73% approval.
35. Village of Belleville – petition referendum on ballot April 1, 2014, with 85% approval.
36. Village of Shorewood – petition referendum on ballot April 1, 2014, with 76% approval.
37. Village of Whitefish Bay – petition referendum on ballot April 1, 2014, with 65% approval.
38. Village of Waunakee – petition referendum on ballot April 1, 2014, with 79% approval.
39. Village of DeForest – petition referendum on ballot April 1, 2014, with 70% approval.
40. Town of Windsor – town board approved resolution with an April 1, 2014 71% ballot approval.
41. Town of Waterloo – board placed referendum on ballot April 1, 2014 61% ballot approval.
42. Town of Viroqua – town board approved resolution per citizen unanimous vote April 20, 2014.
43. Town of Janesville – town board unanimously approved resolution July 7, 2014.
44. Town of Dunn – town board unanimously approved resolution Aug 28, 2014.
45. Milwaukee County – board placed referendum on ballot November 4, 2014 with a 70% approval.
46. City of Green Bay – petition referendum on ballot November 4, 2014 with a 77% approval.
47. City of Appleton – petition referendum on ballot November 4, 2014 with a 74% approval.

48. City of Fond du Lac – petition referendum on ballot November 4, 2014 with a 73% approval.
49. City of Neenah – petition referendum on ballot November 4, 2014 with a 79% approval.
50. City of Menasha – petition referendum on ballot November 4, 2014 with an 80% approval.
51. City of Ripon – petition referendum on ballot November 4, 2014 with a 79% approval.
52. City of Wausau – petition referendum on ballot November 4, 2014 with a 77% approval.
53. City of Stoughton – petition referendum on ballot November 4, 2014 with an 82% approval.
54. Village of Oregon – petition referendum on ballot November 4, 2014 with a 79% approval.
55. Village of Park Ridge – petition referendum on ballot November 4, 2014 with an 83% approval.
56. City of Watertown – petition referendum on ballot April 7, 2015 with a 69% approval.
57. City of Evansville – petition referendum on ballot April 7, 2015 with an 80% approval.
58. Town of Reedsburg – board placed referendum on ballot April 7, 2015 with a 63% ballot approval.
59. Town of Ellington – town board approved resolution April 21, 2015.
60. City of Mauston – city council unanimously approved a resolution June 23, 2015.
61. City of New Lisbon - city council unanimously approved a resolution July 20, 2015.
62. Town of Greenville – town board voted 3-2 to approve resolution October 12, 2015.
63. Village of Belmont – petition referendum on ballot April 5, 2016 with an 88% approval.
64. City of Beloit – petition referendum on ballot April 5, 2016 with a 74% approval.
65. City of Brodhead – board placed referendum on ballot April 5, 2016 with an 85% approval.
66. Town of Clarno – board placed referendum on ballot April 5, 2016 85% ballot approval.
67. City of Darlington – petition referendum on ballot April 5, 2016 with an 81% approval.
68. City of Janesville – board placed referendum on ballot April 5, 2016 with an 84% approval.
69. City of Lancaster – petition referendum on ballot April 5, 2016 with an 85% approval.
70. City of New London – petition referendum on ballot April 5, 2016 with an 81% approval.
71. City of Monroe – board placed referendum on ballot April 5, 2016 with an 82% approval.
72. City of Platteville – petition referendum on ballot April 5, 2016 with an 84% approval.
73. Town of York – board placed referendum on ballot April 5, 2016 with an 86% ballot approval.
74. Town of Fountain – town board approved resolution per citizen vote (8-1-1) April 20, 2016.
75. Town of Mt. Pleasant – unanimous board approval May 16, 2016. Referendum passed November 8, 2016 with a 88% approval.
76. City of Milton – city council unanimously approved resolution August 16, 2016.
77. Town of Marion – town board unanimously approved resolution September 8, 2016.
78. Rock County – ballot referendum passed November 8, 2016 with a 86% approval.
79. City of Reedsburg – ballot referendum passed November 8, 2016 with a 86% approval.
80. City of Manitowoc – ballot referendum passed November 8, 2016 with a 81% approval.
81. City of Delafield – ballot referendum passed November 8, 2016 with a 79% approval.
82. Village of Neshkoro – ballot referendum passed November 8, 2016 with a 88% approval.
83. Village of New Glarus – ballot referendum passed November 8, 2016 with a 88% approval.
84. Village of Spring Valley – ballot referendum passed November 8, 2016 with a 91% approval.
85. Village of Osceola – ballot referendum passed November 8, 2016 with a 86% approval.
86. Village of Mount Horeb – ballot referendum passed November 8, 2016 with a 84% approval.
87. Village of Monticello – ballot referendum passed November 8, 2016 with a 86% approval.
88. Village of Clayton – ballot referendum passed November 8, 2016 with a 86% approval.
89. Town of New Glarus – ballot referendum passed November 8, 2016 with a 83% approval.
90. Town of Harris – ballot referendum passed November 8, 2016 with a 65% approval.
91. Town of Springdale – ballot referendum passed November 8, 2016 with a 86% approval.
92. Town of Decatur – ballot referendum passed November 8, 2016 with a 89% approval.
93. Town of Cadiz – ballot referendum passed November 8, 2016 with a 87% approval.
94. Town of Lake Tomahawk – ballot referendum passed November 8, 2016 with a 91% approval.
95. Town of West Point – ballot referendum passed November 8, 2016 with a 67% approval.
96. Town of Clayton – town board unanimously approved resolution January 18, 2017.
97. City of Sturgeon Bay – council unanimously approved resolution March 21, 2017.
98. City of Racine - ballot referendum passed April 4, 2017 with a 81% approval.
99. City of Monona - ballot referendum passed April 4, 2017 with a 91% approval.
100. Village of Fox Crossing - ballot referendum passed April 4, 2017 with a 81% approval.
101. Village of Blue Mounds - ballot referendum passed April 4, 2017 with a 88% approval.
102. Town of Blue Mounds - ballot referendum passed April 4, 2017 with a 84% approval.
103. Town of Jordan - ballot referendum passed April 4, 2017 with a 71% approval.

104. Town of Crystal Lake - ballot referendum passed April 4, 2017 with a 79% approval.
105. Town of Caledonia - ballot referendum passed April 4, 2017 with a 70% approval.
106. Town of Bailey's Harbor – board unanimously approved resolution June 12, 2017.
107. Town of Egg Harbor – board unanimously approved resolution June 19, 2017.
108. Town of Liberty Grove – board unanimously approved resolution July 5, 2017.
109. Village of Egg Harbor – board unanimously approved resolution July 10, 2017.
110. Village of Ephraim – board unanimously approved resolution July 11, 2017.
111. City of Merrill – board voted 7-1 to approve resolution July 11, 2017.
112. Town of Forestville – board unanimously approved resolution July 18, 2017.
113. Town of Gibraltar – board voted 4-1 to approve resolution August 2, 2017.
114. Town of Sturgeon Bay – board unanimously approved resolution September 4, 2017.
115. Town of Jacksonport – board unanimously approved resolution September 26, 2017.
116. Town of Brussels – board unanimously approved resolution November 8, 2017.
117. Village of Forestville – board unanimously approved resolution November 21, 2017.
118. Town of Clay Banks – board unanimously approved resolution December 14, 2017.
119. Town of Nasewaupee – board unanimously approved resolution December 15, 2017.
120. Town of Union – board unanimously approved resolution February 14, 2018.
121. Green County – ballot referendum passed April 3, 2018 with a 78% approval.
122. St. Croix County – ballot referendum passed April 3, 2018 with a 77% approval.
123. City of La Crosse – ballot referendum passed April 3, 2018 with a 88% approval.
124. City of Marshfield – ballot referendum passed April 3, 2018 with a 81% approval.
125. City of Sun Prairie – ballot referendum passed April 3, 2018 with a 83% approval.
126. City of Rice Lake – ballot referendum passed April 3, 2018 with a 81% approval.
127. Village of McFarland – ballot referendum passed April 3, 2018 with a 79% approval.
128. Village of Wittenberg – ballot referendum passed April 3, 2018 with a 83% approval.
129. Town of Sand Creek – ballot referendum passed April 3, 2018 with a 77% approval.
130. Town of Gardner – board unanimously approved resolution April 17, 2018.
131. Door County – board of supervisors voted 19-2 to approve resolution April 17, 2018.
132. Village of Sister Bay – board unanimously approved resolution May 24, 2018.
133. City of Black River Falls – board approved resolution 7-0 in support of the Jackson County referendum August 7, 2018.
134. Jackson County – ballot referendum passed November 6, 2018 with a 69% approval.
135. Sauk County – ballot referendum passed November 6, 2018 with a 72% approval.
136. Wood County – ballot referendum passed November 6, 2018 with a 80% approval.
137. Village of Readstown – ballot referendum passed November 6, 2018 with a 91% approval.
138. Village of Westfield – ballot referendum passed November 6, 2018 with a 87% approval.
139. Village of Weston – ballot referendum passed November 6, 2018 with a 83% approval.
140. Town of Kickapoo – ballot referendum passed November 6, 2018 with a 85% approval.
141. Town of Rib Mountain – ballot referendum passed November 6, 2018 with a 78% approval.
142. Town of Vermont – ballot referendum passed November 6, 2018 with a 86% approval.
143. City of Shawano – board voted 5-1 to approve resolution December 12, 2018.
144. City of Richland Center – board voted 6-1-1 to approve resolution December 18, 2018.
145. City of Phillips – board voted unanimously to approve resolution October 1, 2019.
146. City of Park Falls – board voted unanimously to approve resolution October 14, 2019.
147. City of Rhinelander - ballot referendum passed April 7, 2020 with a 89% approval.
148. City of Eagle River - ballot referendum passed April 7, 2020 with a 87% approval.
149. Town of Wescott - ballot referendum passed April 7, 2020 with a 86% approval.
150. Town of Newbold - ballot referendum passed April 7, 2020 with a 87% approval.
151. Town of Crescent - ballot referendum passed April 7, 2020 with a 83% approval.
152. Town of Pelican - ballot referendum passed April 7, 2020 with a 85% approval.
153. Town of Woodruff - ballot referendum passed April 7, 2020 with a 85% approval.
154. Town of Pine Lake - ballot referendum passed April 7, 2020 with a 86% approval.
155. Town of Hazelhurst - ballot referendum passed April 7, 2020 with a 86% approval.
156. Town of Arbor Vitae - ballot referendum passed April 7, 2020 with a 87% approval.
157. Town of Presque Isle - ballot referendum passed April 7, 2020 with a 79% approval.
158. Town of Winchester - ballot referendum passed April 7, 2020 with a 79% approval.
159. Town of Boulder Junction - ballot referendum passed April 7, 2020 with a 86% approval.

160. Town of Phelps - ballot referendum passed April 7, 2020 with a 81% approval.
161. Town of Lac du Flambeau - ballot referendum passed April 7, 2020 with a 85% approval.
162. Town of Plum Lake - ballot referendum passed April 7, 2020 with a 82% approval.
163. Town of Manitowish Waters - ballot referendum passed April 7, 2020 with a 77% approval.
164. Lafayette County – board voted unanimously to approve resolution May 19, 2020.
165. Winnebago County – ballot referendum passed November 3, 2020 with a 76% approval.
166. Town of Land O' Lakes – ballot referendum passed November 3, 2020 with a 84% approval.
167. Town of Red Springs – ballot referendum passed April 5, 2022 with a 89% approval.
168. Town of Bartelme – ballot referendum passed November 8, 2022 with a 88% approval.
169. Brown County – board voted 22-2-1 to approve resolution December 21, 2022.
170. City of Viroqua – ballot referendum passed April 4, 2023 with a 91% approval.
171. Town of Dale – board voted unanimously to approve resolution November 13, 2023.
172. Town of Grand Chute – board voted unanimously to approve resolution December 5, 2023.
173. Town of Roxbury – board voted unanimously to approve resolution February 19, 2024.
174. City of Oshkosh – board voted unanimously to approve resolution March 12, 2024.
175. City of Middleton – board voted unanimously to approve resolution May 7, 2024.
176. Town of Middleton – board voted unanimously to approve resolution May 20, 2024.
177. City of Eau Claire – board voted unanimously to approve resolution August 27, 2024.
178. Village of Rockdale – board voted unanimously to approve resolution November 18, 2024.

Average “Yes” votes of all communities where citizens voted on a ballot = **81%**

In total, 3.5 million people (62% of Wisconsinites) live in jurisdictions that have called for the United To Amend Amendment. Nationwide, over **840 communities** have passed resolutions and **22 states** have called for an amendment.

States that have Called for an Amendment

1. Hawaii (April 28, 2010)
2. Maryland (January 19, 2012)
3. New Mexico (February 7, 2012)
4. Vermont (April 19, 2012)
5. Rhode Island (May 30, 2012)
6. California (July 5, 2012)
7. Massachusetts (July 31, 2012)
8. Connecticut (September 12, 2012)
9. New Jersey (Oct. 18, 2012)
10. Montana (November 6, 2012)
11. Colorado (November 6, 2012)
12. West Virginia (April 10, 2013)
13. Maine (April 30, 2013)
14. Illinois (May 31, 2013)
15. Delaware (June 10, 2013)
16. Oregon (July 1, 2013)
17. New York (June 15, 2016)
18. Washington (November 8, 2016)
19. Nevada (May 25, 2017)
20. New Hampshire (June 6, 2019)
21. Alaska (November 3, 2020)
22. Virginia (January 28, 2021)



How does *Citizens United* affect our Town?

The corrupting influence of uncontrolled spending on political campaigns, accelerated by the U.S. Supreme Court's ruling in *Citizens United v. Federal Election Commission* has widespread destructive consequences felt at the federal, state, and local levels. This corruption is devastating communities all over America and eviscerating the ability of local governments to protect and provide opportunity for their citizens.

Corporate and Rich Person Spending Controls the Decisions of Our Legislators

In 2012 the top 32 individual donations to SuperPACs totaled 313 million dollars.¹ This is the same amount that was contributed by 2.7 million individuals who donated <\$200 each in that election cycle. Who do you think the politicians who received the advantages of this SuperPAC money really represent? The egregious levels of outside spending on the federal level are well documented. The super-rich dominated the 2012 election cycle, with over one-third of all contributions to Super PACs coming from just ten individuals.² **In comparison to these mammoth sums of money, it only takes a modest amount of money to have a transformative impact on a local election.** If multi-million dollar Super-PACs can buy the victory of even presidential candidates, then what's stopping them from influencing local political elections? And they now are.

Consider This: In the April 2012 elections for Oklahoma City Council the Super-PAC "Committee for Oklahoma City Momentum" spent \$400,000 on four candidates.³ The salary for an Oklahoma City Council member is \$12,000 annually.⁴ Three of these four candidates won their campaigns. The only candidate who was able to defeat one of these Super Pac candidates noted deep concerns he saw with the democratic implications of a Super-PAC spending large sums on campaign ads without disclosing its donors.⁵

And This: Durham County in North Carolina is also experiencing the effects of SuperPACs. The SuperPAC "Durham Partnership for Progress" – funded by a development firm – spent thousands of dollars on a mailer supporting four council people who support a controversial development project that the firm, Southern Durham Development, plans to build. The SuperPAC's support helped elect two of those council people into office in elections held on May 8, 2012.⁶

Small businesses oppose *Citizens United*

Sixty-six percent of small business owners understand that money in politics is having a negative impact and a vast majority are opposed to the *Citizens United* Supreme Court's ruling.⁷ Their concern? That the excessive influence of the very wealthiest will "set us back in our efforts to operate our businesses responsibly and promote a vibrant, equitable, and sustainable economy."⁸ And many see small community businesses shutting down because of favors to the large corporations that receive immense benefits from legislation they got passed.

Big corporations' ability to put small businesses out of business has significant effects on the health of the local economy, the employment rate and the diversity and survival of small businesses in a town. Elected officials generally understand this dynamic and are inclined to take actions to protect small businesses. However, when larger business interests can provide

unlimited funds to influence elections, elected officials can no longer afford to make decisions they know are best for their community and those who do can be run out of office.

And this problem is more destructive when large business and SuperPACs get involved in races in towns and cities across the state – which is happening more frequently each year.

Further, *Citizens United* gives large corporations and their lobbyists more leverage to abuse tax loopholes and offshore tax havens. Currently this abuse results in each small business owner in America being shortchanged by an average of \$2,116 annually.⁹ These practices, which also funnel money away from services essential to cities and towns, will only be exacerbated as the corruption increases.

Super-PACs decrease voter turnout

Recent polling conducted by the Brennan Center for Justice further demonstrates that *Citizens United* and the rise of Super PACs have harmed local democracy at its core by further sapping voter enthusiasm for the idea that their vote matters.¹⁰ It shows that people are in fact **less** likely to vote as a result of the ruling; this especially holds true among less wealthy individuals.¹¹

Corporations' and wealthy individuals' unparalleled ability to drown out the voices of ordinary people through unlimited spending in elections inevitably wears down an electorate that has already been losing faith in politicians at all levels. Citizens mistrusting its government to the point where they abstain from voting is a huge threat to our representative democracy both on a local and federal level.

We speak about our work with many individuals who are convinced that their vote, and our efforts are useless. They believe the political system is so bought and corrupt that eventually the political system will own their local representatives as well – so why vote.

Communities nationwide must demand a constitutional amendment to restore useful First Amendment rights to We the People

This movement for a constitutional amendment is, at its core, a grassroots effort driven by very real concerns about challenges to our democracy that reverberate in each and every community. Many of the improvements to the constitution came by way of citizens forcing change because of corruption they observed. Each time the citizens demanded change, the politicians acted only when enough citizens spoke out. Only when the citizen voice was big enough did the politicians create a constitutional amendment. This has certainly been the case in democracy-expanding direct election of Senators, and the Women's Suffrage and Civil Rights amendments.

The movement to restore our republic, from a political culture of legal corruption, continues in this proud tradition – addressing a crisis that impacts each and every citizen and community. Uniting to pass a local resolution in your town is a necessary step toward restoring free, fair and productive elections to the American people both locally and nationally.

In Wisconsin, state level legislation in concert with defunding and politicizing of agencies that are supposed to protect our local environment and rights, has left both local and county government unable to prevent the encroachment of large corporations on our safety, economy and rights. This is currently most notable in the efforts of the fracking and concentrated animal feeding operation (CAFO) industries.

This is also evident in the more than 180 laws passed by our state legislature, behind closed doors between 2010 and 2018, that lessen and remove the sovereign rights of local municipalities to protect their neighbors' property, health, safety and opportunity. That's oppression, not representation.

- 1) Public Citizen's analysis of Federal Election Commission (FEC) data. See Congress Watch (January 2011). "12 Months After: The Effects of *Citizens United* on Elections and the Integrity of the Legislative Process." Retrieved 15 Sept, 2011, from <http://www.citizen.org/documents/Citizens-United-20110113.pdf>.
 - 2) Dunbar, J. (26 April 2012). "Top 10 donors make up a third of donations to Super PACs." IWatch News. Retrieved 3 May 2012 from <http://www.iwatchnews.org/2012/04/26/8753/top-10-donors-make-third-donations-super-pacs>.
 - 3) NewsOk (2012). "Oklahoma elections: Ed Shadid wins Oklahoma City Council Ward 2 seat", newsok.com . Retrieved 5/1/2012 from <http://newsok.com/oklahoma-elections-ed-shadid-wins-oklahoma-city-council-ward-2-seat/article/3555775/?page=1>.
 - 4) City of Oklahoma "Mayor and Council", okc.gov. Retrieved 5/10/2012 from <http://www.okc.gov/council/index.html>
 - 5) NewsOk (2012). "Oklahoma elections: Ed Shadid wins Oklahoma City Council Ward 2 seat", newsok.com. Retrieved 5/1/2012 from <http://newsok.com/oklahoma-elections-ed-shadid-wins-oklahoma-city-council-ward-2-seat/article/3555775/?page=1>.
 - 6) Sorg, L. (26 April 2012). "Durham's first Super PAC has ties to Southern Durham Development." IndyWeek.com. Retrieved 5/10/2012 from <http://www.indyweek.com/triangulator/archives/2012/04/26/durhams-first-super-pac-has-ties-to-southern-durham-development>
 - 7) Dunbar, J. (26 April 2012). "Top 10 donors make up a third of donations to Super PACs." IWatch News. Retrieved 3 May 2012 from <http://www.iwatchnews.org/2012/04/26/8753/top-10-donors-make-third-donations-super-pacs>.
 - 8) ASBCouncil (2012). "Business Statement in support of government by the people", asbcouncil.org. Retrieved 1/5/2012 from http://www.asbcouncil.org/sites/default/files/files/Business_Case_for_Business_for_Democracy.pdf.
 - 9) U.S. PIRG (2012). "Picking Up the Tab: Average Citizens and Small Businesses Pay the Price for Offshore Tax Havens." Retrieved 3 May 2012 from <http://mainstreetalliance.org/5712/tax-haven-abuse-picking-up-the-tab/>
 - 10) Brennan Center for Justice (2012). "Poll: Super PACs Leave Americans Less Likely to Vote", brennancenter.org. Retrieved 1/5/2012 from http://www.brennancenter.org/content/resource/poll_super_pacs_leave_americans_less_likely_to_vote/.
 - 11) The Nation (2012). " People of Color Less Likely to Vote Because of Super PAC Influence", thenation.org. Retrieved on 5/1/2012 from <http://www.thenation.com/blog/167579/people-color-less-likely-vote-because-super-pac-influence>.
- Prepared by: Democracy is for People, A Public Citizen Project, 1600 20th Street NW, Washington, D.C. 20009, 202 588-1000, www.DemocracyIsForPeople.org



Why Municipalities are Calling for a Democracy Reform Amendment

On January 21, 2010, in *Citizens United v. Federal Election Commission*, the Supreme Court overturned a century of established precedent by ruling that corporate spending on candidate elections cannot be limited under the First Amendment. In so doing, the court declared that corporations – legal entities defined by, and subject to, the laws of individual *states* – are indistinguishable from *people* with respect to *federal* law and the U.S. Constitution.

The result has been unprecedented spending by corporations and unions in our elections. Expectedly, those who spend the most win the most. In the 2012 elections, House of Representatives candidates with the most money supporting their elections won 94 percent of their elections. The figure was 79 percent for the Senate. Of the 43 candidates who self-funded their campaigns in 2012, only 9 won their elections.

Money talks, but more unfortunately, those who finance candidate's campaigns also gain unprecedented influence with the candidate they financed. The voice of "We the People" has been drowned out by interests with access to vast resources of campaign contribution dollars.

This movement to get corrupting money out of campaigns is not a partisan issue. Republicans, Democrats and Independents are concerned about the Citizens United decision as evidenced by these statements concerning the Citizens United ruling shortly after it was passed.

"I think that there's going to be, over time, a backlash, ... when you see the amounts of union and corporate money that's going to go into political campaigns." – **Sen. John McCain**

"This decision was a terrible mistake. Presented with a relatively narrow legal issue, the Supreme Court chose to roll back laws that have limited the role of corporate money in federal elections since Teddy Roosevelt was president." – **Sen. Russ Feingold**

"What I worry about is that we are turning campaigns over to about 100 people in this country, and they are going to be able to advocate their cause at the expense of your cause. The only way you can change this, I think, is through a constitutional amendment," – **Lindsay Graham, April 2015, Republican Candidate for President**

So what can be done? We could wait, for years perhaps, for the Supreme Court to revisit this decision. Or, we could amend our constitution as has been done 17 times in the past with citizens forcing it, and is advocated by United to Amend. Web site: www.WIUTA.org

United to Amend is calling for an amendment to the US Constitution to clarify in the Constitution that inalienable rights belong to human beings only, and that money is not a form of protected free speech under the First Amendment and can be limited in political campaigns. Our constitution can be amended by our Congress by a two-thirds vote in both houses, or the people can demand it if two-thirds of state legislatures demand it. The vast majority of our congress persons are not likely to allow the Congress to do this – it **MUST** be done from the bottom up.

But it takes a strong movement to back an effort to amend the constitution. Getting towns to pass resolutions can help bring pressure upon congress to take up this issue. Fifty-two towns in Wisconsin have approved the resolution in support of the process to amend our constitution.

Fully, to date, 174 municipalities, including these towns, cities, villages and counties have passed similar resolutions. These are counted in over 840 communities in the U.S. that have passed resolutions asking for a constitutional amendment to get the big money out of politics. And as a result of this community, grass-roots action, 22 states have similarly called for a constitutional amendment. Wisconsin is not yet one of them.

Across many polls and surveys in the U.S. in the last five years, 85% to 95% of citizens, Republicans, Independents and Democrats, believe there should be limits on the amount of money corporations, unions, and other organizations can contribute to organizations influencing our politicians. This desire to restore our republic, and representation is clearly non-partisan.

Also, about two thirds of small business owners support similar resolutions, to create a more level playing field for them to compete with large corporations. Likewise, the amendment would benefit local municipalities which have been losing funding and legislative control over local issues as wealthy and powerful interests in Wisconsin and Washington acquire ever greater influence over our elected officials.

Towns across the state, and country, realize that they have lost, and continued to lose, their home rule sovereignty to the powerful politicians who represent the interests of their funders. Town leaders increasingly realize that they have lost the ability to serve and protect their local citizens. Between 2010 and 2018 the Wisconsin State Legislature passed over 180 laws and rules that take away rights of local communities or create unfunded mandates – while reducing support to towns.

How can we expect our politicians to represent us when they are given Tens of millions to represent others?



Request for Common Council Action

MEETING DATE: February 19, 2025
DEPARTMENT: City Clerk
FROM:
SUBJECT: Appointment to the Board of Park Commissioners by Mayor Boyd.
RECOMMENDED ACTION: Recommend approval of appointment.

I am submitting the following name for appointment at the February 19th meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

Elizabeth McMasters

My husband and I are originally from Ishpeming, Michigan. We moved here about 12 years ago where we spent a few years in Howard and finally settled in De Pere about 9 years ago. We spent time establishing our careers before having our son join us in April 2018 and our daughter in July 2020. We spend our time keeping our kids busy with flag football, soccer, hockey, gymnastics, and local community events. We also enjoy camping and often travel to Door County, the U.P. and throughout Wisconsin. With our active kids, we are always checking out new areas and the local parks. When I was presented with the opportunity to serve on this board, it piqued my interest to bring a young family's experience who travels and explores many different parks to the City of De Pere's parks. I hope I can contribute to continuously improving our local parks for the benefit of our community.

ATTACHMENTS:
None