



Board of Public Works

Regular Meeting

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

Agenda

Monday, June 8, 2026

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **June 8, 2026 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

Electronic Meeting Access:

<https://www.gotomeet.me/DePere>

Telephonic Meeting Access:

1 (866) 899 4679 -or- 1 (312) 757-3117

Access Code: 154-883-285

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENTS
Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. §6-3(f) DPMC
4. NEW BUSINESS
 - A. Approval of the May 11, 2026 Board of Public Works Meeting Minutes
 - B. Consideration and possible action on moving of rubbish drop off site
 - C. Consider and Possible Action on Amending Municipal Code Section 27-5 - Rates and Charges*
 - D. Consider and Possible Action Regarding Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on 9th Street Water Tower*
 - E. Consideration and possible action on Approval Plat Amendment Documents for Project 4190-17-00*
 - F. Consideration and possible action on DOT –Municipal Agreement for STH 32*
 - G. Consideration and possible action on Compliance Maintenance Annual Report for Wastewater Collection System*
 - H. Consideration and possible action on Proposed Easement at 622 Grant Street (Parcel

#: WD-95-1)*

- I. Consideration and possible action on award of Contract 26-14 Main Alley Reconstruction*
 - J. Consideration and possible action on award of Contract 26-23 Berm Construction*
 - K. Consideration and possible action on award of Request for Proposals for 2026 Phragmites Mitigation*
 - L. Consideration and possible action on award of Request for Proposals for 2026 Pond Trapping Services*
 - M. Consideration and possible action on award of Request for Proposals for 2026 Soil Borings*
- 5. FUTURE AGENDA ITEMS
 - 6. ADJOURNMENT

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Public Works Department at 920-339-4060 by noon on the previous day so that arrangements can be made.

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

This meeting may also be rebroadcast on TV throughout the week and available on demand at <https://deperewi.portal.civicclerk.com/>.



City of De Pere, Wisconsin

4.A

Request for Board of Public Works **Action**

Meeting Date:	June 8, 2026
Department:	Public Works
From:	Natalie Markelz, Administrative Assistant
Subject:	Approval of the May 11, 2026 Board of Public Works Meeting Minutes
Recommendation:	Approve the May 11, 2026 Board of Public Works Meeting Minutes.

Attachments:
2026 0511 Board of Public Works Minutes



Board of Public Works

Regular Meeting

Minutes

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

Monday, May 11, 2026

7:30 PM

City Hall, Council Chambers
335 S. Broadway

1. CALL TO ORDER

The meeting was called to order at 7:30 PM by Mayor James Boyd.

2. ROLL CALL

Present: James Boyd, Mike Eserkaln, Jonathon Hansen, Shana Ledvina, Dustin Thill

Absent:

Excused:

Others present:

Scott Thoresen, Public Works Director

Eric Rakers, City Engineer

Tony Fietzer, Street Superintendent

Tom Blohowiak, Maintenance Supervisor

Natalie Markelz, Administrative Assistant/Recording Secretary

3. PUBLIC COMMENTS

Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. §6-3(f) DPMC

4. NEW BUSINESS

A. Approval of the April 13, 2026 Board of Public Works Meeting Minutes

Aldersperson Ledvina moved to approve the April 13, 2026 Board of Public Works Meeting Minutes, seconded by Aldersperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Shana Ledvina
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Mike Eserkaln, Jonathon Hansen, Shana Ledvina, Dustin Thill

B. Consideration and possible action on election of Vice Chairperson.

Mayor Boyd opened for nominations. Aldersperson Ledvina nominated Aldersperson Hansen for Vice Chairperson. Mayor Boyd asked for other nominations. No other nominations. Upon vote, the motion passed unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Shana Ledvina
AYES:	James Boyd, Mike Eserkaln, Jonathon Hansen, Shana Ledvina, Dustin Thill

C. Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items

Eric Rakers, City Engineer, advised the request was to consider a 4-way stop at Charles Street and Michigan Street. Charles Street currently has a stop condition at Michigan Street. Engineering staff did traffic counts over a 7-day period. Michigan Street recorded 561 vehicles per day, Charles Street 324 vehicles per day. Provided in the memo is criteria when 4-way stops are considered. Mr. Rakers explained that since there is no accident history, no site issues, and traffic volume doesn't meet criteria, staff recommends no action.

Mayor Boyd added that he appreciates the Engineering Division taking their time to consider the request.

Discussion only. No action necessary.

D. Discuss snowplow operations

Tony Fietzer, Street Superintendent, advised each May we review annual snow operations and guidelines. He noted that included in the Agenda Packet is the annual snow ice/log which shows approximately 30 snow events and how each were responded. During this season, 700 tons of rock salt was used, consistent with last year. He noted that this year we tested solar salt which is cleaner and was efficient in both time and equipment. Mr. Fietzer discussed the snow event mid-March which was the largest in the last 138 years. Due to the nature of the storm, anyone who had CDL plowed during that time which included the Director of Public Works, Maintenance Supervisor, Engineering staff, etc.

Mr. Fietzer informed that this year staff submitted and won both the State and National Excellence in Snow and Ice Control Awards from the APWA (American Public Works Association). He believes being recognized is a testament to the operations and how we take best management practices and implement them, for this reason he recommends we continue with the current guidelines. Scott Thoresen, Public Works Director, asked Mr. Fietzer to explain the guidelines. Mr. Fietzer explained the general rule is if we receive over 3" of snow we do a full City-wide plow operation. Anything less than 3" of snow staff will plow and salt main roads with three trucks on each side of the river, then go into residential neighborhoods salting only at intersections, hills & curves. However, the 3" rule is dependent on time of year and pavement temperatures. Mr. Fietzer further explained how the City is comprised with main roads as if you go 3 blocks in any direction from a residential neighborhood, you will reach a main road that is plowed in addition to streets leading into neighborhoods.

Mayor Boyd noted that he didn't realize it's been 138 years since the last snow event this large. He stated Mr. Fietzer and Mr. Thoresen went to Cleveland, Ohio recently to accept the National award and would like to present it to Council.

Mr. Fietzer added that during the large snow event, the crew worked roughly five 16-hour shifts between plowing and snow removal downtown. Mayor Boyd said the snowstorm Facebook post was one of the top 5 popular of the year and noticed the public was filled with gratitude for the department.

Discussion only. No action necessary.

E. Discuss yard waste site operations

Tony Fietzer, Street Superintendent, discussed the new Yard Waste Site at 2005 Commerce Drive is nearing completion with an anticipated open date of June 1 in conjunction of a hard closure at the old site at 655 Rockland Road. Staff are currently working on logistics of the cameras and gate. Registration is live internally, but not public facing until we work out the kinks on the back end.

Mr. Fietzer explained how residents will register for the new site via an online form capturing the following information: name, license plate number, vehicle description, phone number, and email. At the end of registration, the resident will receive a 6-digit pin used to access the site which will need to be entered followed by a "#". He advised there are cameras on site which can read plates, if needed, to see if someone is sharing their pin, contractors are using the site, or if something seems suspicious. The concept is a one-way in on the south end, one-way out on the north end with the same capabilities as old site. Mr. Fietzer anticipates the first month of opening having staff on site to allow access for those without a code, answer questions and give them information on how to register going forward. If staff are not present, the intercom can call directly to the office during business hours.

Mr. Fietzer would like input on idea to close the site during off season from December 15 to March 15 when we don't have a growing season which would lessen plowing and maintenance. Mayor Boyd responded that he is in favor of closing the site from December to March and asked if the Town of Ledgeview's new site has opened. Mr. Fietzer confirmed and added our site is still open, so there is a potential of Ledgeview residents using it, however once the new site opens, the old one will close.

Mayor Boyd asked how residents will register if they are technology challenged. Mr. Fietzer directed Natalie Markelz, Administrative Assistant, to explain how to register without a computer. Ms. Markelz explained residents can call the Public Works office where staff will capture the same information as online, minus an email address. They will then verify residency and issue them a pin right away.

Mayor Boyd stated we would advertise heavily on social media of the registration to minimize concerns of residents and want to emphasize this is the City of De Pere's site and there is a cost associated with running it.

Aldersperson Hansen questioned the pin as last year they had talked about a key card. Mr. Fietzer advised the IT Director felt the code was the cheapest and easiest option to start so residents don't have to pay and the code can be recycled. The IT Director's input was that we can start with a code, but if it doesn't work could look at the key card. Aldersperson Hansen added he likes the code, so residents won't have to pay, but asked if the number is random or picked by the resident. Mr. Fietzer advised the code is random. Mayor Boyd asked if the pin pad could be accessed from your vehicle. Mr. Fietzer confirmed and explained there is an intercom with it as well, so if a resident forgot their pin or had issues they can press a button which calls the office where staff can verify their residency and let them in remotely.

Mayor Boyd asked if more input is needed on the timeframe closure. Mr. Fietzer advised he and staff would recommend it but wants to verify with alders and their constituents. Aldersperson Ledvina wonders what would happen if someone lost branches on a tree in winter. Mr. Fietzer explained the Street Department does 2 full rounds of Christmas tree collections and believes these other occurrences are few and far between to keep the site open. Mr. Thoresen added

that we can try the off-season closure for a year and in the future if we think it needs to be open year-round, we can change it back. Mr. Fietzer added that codes would be inactive during the off season.

Discussion only. No action necessary.

- F. Consideration and possible action on Proposed Easement at 925 S Sixth Street
(Parcel #: WD-142) - Project 26-16*

Mr. Blohowiak explained that with the MSC (Municipal Service Center) Expansion project, we need power to the new transformer so WPS (Wisconsin Public Service) needs approval for an easement to dig from the power pole to the new building which is a 12-foot-wide trench. Mayor Boyd asked if that is our property. Mr. Blohowiak confirmed and added that WPS will give an exact location once we get approval as we need temporary power for the remodel. Upon vote, the motion passed unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Mike Eserkaln, Jonathon Hansen, Shana Ledvina, Dustin Thill

- G. Consideration and possible action on Proposed Easement 711-815 S Sixth Street
(Parcel #: WD-141-1) - Project 26-01*

Eric Rakers, City Engineer, explained this is another easement for the MSC project to relocate the storm sewer to Sixth Street and tie into Helena Street extended to the north. Staff is working with De Pere Foundry but needs Board approval. Upon vote, the motion passed unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen
SECONDER:	Shana Ledvina
AYES:	James Boyd, Mike Eserkaln, Jonathon Hansen, Shana Ledvina, Dustin Thill

- H. Consideration and possible action on 2026 Sidewalk Repair Orders and Special Charges

Eric Rakers, City Engineer, explained the annual Sidewalk Program where we inspect 1/8 of the City for sidewalk repairs per our policy. This year's repair area is west side of Fox River, west of Canadian National railroad tracks, south of Grant Street, north of Scheuring Road to the City limits. As part of the program we go inspect the area, document sidewalks that need repairs, then after Board approval we send repair orders. Rates have been approved by the board, anyone with over \$1,000 in repairs has the option for a 5-year payback which this year is 166 parcels. Residents have until end of June to make repairs and have options where residents can do themselves such as cracks, heaves, grind etc. If the work is not done by the end of June and did not request an extension from the Director of Public Works, the City's contractor will make repairs and through a special charge, and the owner will receive an invoice. Mr. Rakers added that this is an important program as it protects liabilities for trips and falls. He is recommending approval of special orders, then letters will go out hopefully the next day and posted in the paper.

Mayor Boyd asked if there were any residents that did not need repair as it was an extensive list. Mr. Rakers confirmed in addition to many panels that will need repairs due to City trees.

The paint on the sidewalk is marked green for owners who need to repair and white for the City to repair, but either way residents are notified.

Aldersperson Thill asked if the cost was less for the City to make repairs due to the volume of work or does it pay for residents to hire their own contractor. Mr. Rakers suggested homeowners get a quote first, however the challenge is contractors are busy. The City competitively bids the job, which is about the same price as last year, however, if the City contractor does the work, there is a 20% engineering fee added to the bill.

Mayor Boyd asked if the letter states what needs to be done. Mr. Rakers confirmed the letter will state what the issue is and staff is available to meet if the homeowner has questions.

Mr. Thoresen added that one of the things for the Board to discuss is the \$1,000 minimum for the 5-year payback option for repairs as it's been at this amount for years. He advised at previous meetings there was discussion on increasing the threshold. Mr. Rakers noted that in this case, if you have 3 panels for repair, you're over that amount. Going forward staff can look at a possible increase to \$1,200, for example. He added if it doesn't change with inflation, everyone will get the 5-year payback. Mayor Boyd suggested staff take account of how many people use this option.

Aldersperson Hansen added that recently it was his District's turn a few years ago some of his constituents had big cracks and used crack filler which was deemed sufficient. There are alternatives rather than slab replacements. Mr. Rakers confirmed if homeowners complete repairs themselves, they should let Engineering know so we can inspect and verify it meets criteria. Upon vote, the motion passed unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Mike Eserkaln, Jonathon Hansen, Shana Ledvina, Dustin Thill

- I. Consideration and possible action on 2027 Gap Sidewalk Orders and Special Charges*

Eric Rakers, City Engineer, explained the Gap Sidewalk program where orders are giving homeowners until 2027 to complete work. Mr. Rakers explained these are vacant parcels in City see if they fall within criteria that was established September 12, 2016 which states parcels along streets adjacent to a lot where a building is constructed, if least 80% of lots are developed or 80% of the frontage is on lots that are developed on block, or if the subdivision is more than 10 years old. Mr. Rakers recommended approval and listed the parcels. He advised owners would have the same 5-year payback option.

Mayor Boyd asked if these are developers and not individual homeowners. Mr. Rakers explained they can be homeowners where a lot is purchased but have not built on yet. However, there is leeway if they plan to build shortly thereafter the deadline, but if they don't have plans to build, they will have to construct a sidewalk. Upon vote, the motion passed unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Shana Ledvina
AYES:	James Boyd, Mike Eserkaln, Jonathon Hansen, Shana Ledvina, Dustin Thill

- J. Consideration and possible action on Intergovernmental Agreement between the Town of Ledgeview and the City of De Pere for the Old Plank Road Construction*

Eric Rakers, City Engineer, discussed the agreement is in conjunction with a contract to pulverize and re-pave Old Plank Rd from house number 3257 to just short of the limits off Rockland Road, short of the Southern Bridge project. This is a shared road between the City of De Pere and Town of Ledgeview. Costs will be split on percentage of front foot, which is in calculations for the agreement. Additionally, individual drive work will be charged appropriately to each entity and similar to what was done last year on O'Keefe Road. Town of Ledgeview also reviewed and is bringing to their Board as well. Upon vote, the motion passed unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen
SECONDER:	Mike Eserkaln
AYES:	James Boyd, Mike Eserkaln, Jonathon Hansen, Shana Ledvina, Dustin Thill

5. FUTURE AGENDA ITEMS

Alderpersion Hansen discussed the strip mall under construction on South Ninth Street across from the Post Office (USPS). He has heard from at least one resident concerned about the connecting driveway to Festival Foods with the impact on traffic, as in that location there is the USPS, Shell Gas Station, Walgreens and Take Five Oil Change. He's wondering if there needs to be a right in, right out driveway or if left hand turns are allowed in & out of the driveway, what impact that would be.

Mayor Boyd asked if Parking and Traffic would like to review or where should this concern go.

Eric Rakers, City Engineer, advised Parking and Traffic can review or it can come back as a standalone item. Mr. Rakers said the site plan was approved, the Planning Department has been in favor of more of the interconnectivity of the driveway as they are minimizing traffic on the main roads. Staff can look at it to see if it would make any impacts. Scott Thoresen, Public Works Director, added that it will be tough to predict the traffic until the new development is complete on if it will be an issue. Mr. Rakers confirmed that a Traffic Impact Analysis (TIA) isn't usually done until it is functioning to see what's going on.

6. ADJOURNMENT

Mayor Boyd moved, seconded by Alderpersion Ledvina to adjourn the meeting at 8:10 PM. Upon vote, motion passed unanimously.

Respectfully submitted,
Natalie Markelz



City of De Pere, Wisconsin

4.B

Request for Board of Public Works Action

Meeting Date:	June 8, 2026
Department:	Public Works
From:	Tony Fietzer, Street Superintendent
Subject:	Consideration and possible action on moving of rubbish drop off site
Recommendation:	Approval of temporary relocation of the rubbish site during MSC Expansion construction.

Attachments:
BOPW Rubbish Site movement

CITY OF DE PERE MEMO



To: Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: June 8, 2026
RE: Moving of rubbish drop off site

The MSC expansion construction will create significant operational and safety challenges if we continue to allow rubbish drop-off at the current site during construction. Relocating this service to the old yard waste site—once the new yard waste facility is open—provides a safe, accessible, and practical solution. This approach will minimize disruption for residents, maintain continuity of service, and avoid conflicts with construction activities. I believe this interim relocation will serve our community well throughout the MSC expansion.

Staff is recommending moving the rubbish drop off to the old yard waste site as early as June 22, 2026 due to safety concerns.



City of De Pere, Wisconsin

4.C

Request for Board of Public Works Action

Meeting Date: June 8, 2026
Department: Public Works
From: Scott Thoresen, Public Works Director
Subject: Consider and Possible Action on Amending Municipal Code Section 27-5 - Rates and Charges*
Recommendation: Approve the ordinance amendment revising the ERU from **3,861 sq ft** to **3,767 sq ft**.

Attachments:

Consider Amending Municipal Code Section 27.5 - Rates and Charges 6-1-2026,
Ord26-XX Amending Sec. 27-5

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: June 1, 2026
RE: Consider and Possible Action on Amending Municipal Code Section 27-5 - Rates and Charges

The City established its stormwater utility in 2005. At that time, the Equivalent Runoff Unit (ERU) was calculated by sampling 100 random residential parcels because GIS technology wasn't advanced enough to measure impervious area citywide. That sampling produced an average ERU of **3,861 square feet**.

Today, GIS allows the City to calculate the *actual* impervious area for all residential parcels that meet the standard criteria. When applying these updated measurements across the entire residential inventory, the revised residential ERU is **3,767 square feet** — about **100 square feet smaller** than the 2005 value.

Why this matters:

- Residential lots have generally become smaller and denser over time, reducing the average impervious area per parcel.
- Using the old 3,861-sf ERU means residential parcels have been paying slightly **more** than they should, compared to commercial and industrial parcels.
- Larger industrial properties benefit from the older, larger ERU because their impervious areas convert into fewer billed units.

Example Illustration (Industrial Parcel – Building Area Only):

Building size: 1,100,000 sq ft

- Current ERU: 3,861 sq ft → **285 ERUs** → **\$40,470** at \$142/ERU
- Proposed ERU: 3,767 sq ft → **292 ERUs** → **\$41,464** at \$142/ERU

This example shows that industrial parcels would pay a proportionally fairer amount once the ERU reflects current parcel conditions.

Staff Recommendation

Approve the ordinance amendment revising the ERU from **3,861 sq ft** to **3,767 sq ft**.

ORDINANCE #26-XX

AMENDING DE PERE MUNICIPAL CODE SECTION 27.5 – RATES AND CHARGES

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

Section 1. **Sec. 27.5 – Rates and charges.** is hereby amended by deleting “3,861” and replacing it with “3,767” in subsection (b)(2)a.

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

Section 3. This ordinance shall take effect following its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: _____

Publication Date: _____

Effective Date: _____



City of De Pere, Wisconsin

4.D

Request for Board of Public Works Action

Meeting Date: June 8, 2026
Department: Public Works
From: Scott Thoresen, Public Works Director
Subject: Consider and Possible Action Regarding Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on 9th Street Water Tower*

Recommendation: Staff recommends approving the engineering services agreement with Dixon Engineering for the T-Mobile's wireless upgrade on the 9th Street water tower.

Attachments:

T-Mobile - 9th Street Tower- Dixon Engineering - 6-1-2026, De Pere 9th Street Legged T-Mobile (ML94452B) Proposal April 2026 (revised)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: June 1, 2026
RE: Consider and Possible Action Regarding Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on 9th Street Water Tower*

The City received a request from T-Mobile regarding installation of wireless antennae facilities on the City's 9th Street water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by T-Mobile. Staff has received payment from T-Mobile for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the T-Mobile's wireless upgrade on the 9th Street water tower.



4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **City of De Pere** (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **T-Mobile (ML94452B) Radio Swap on the 250,000 Gallon 9th Street Legged Tank** (“Project”) and DIXON’s services as detailed in Exhibit B.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the (Estimated/Lump Sum) Amount of **\$3,900**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Joseph T. Hoban, P.E., Vice President April 10, 2026
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
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Co-SIGNATURE of Contract (if required)	POSITION	DATE
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AGREEMENT APPROVED by DIXON	POSITION	DATE
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With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Scott J. Thoresen, P.E	Designated Person: Joseph T. Hoban, P.E.
Address for Owner’s receipt of notices:	Address for DIXON’s receipt of notices:
City of De Pere	Dixon Engineering, Inc.
925 South Sixth Street	4811 S. 76 th Street Suite 109
De Pere, WI 54115	Greenfield, WI 53220
Email: sthoresen@deperewi.gov	Email: joehoban@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Antenna Services: EXHIBIT B- Scope of Services for Antenna Related Work
 - 1. Some antenna Services are administrative in nature and may be completed by Owner or DIXON, therefore, a review of Services in Exhibit B must be completed by the Owner and DIXON, and a clear delineation of responsibilities between DIXON and Owner made.
 - a. If responsibilities are split, the responsibilities should be itemized in Exhibit B and the responsible party must be assigned in Exhibit B.
 - b. If Scope of Services are DIXON's, they should be itemized in Exhibit B.
- B. Other Services: Services beyond the scope of Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit B, Part 1, Section C.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit B, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner

shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 2. EXHIBIT C, Attachments C-1, and C-2.
 - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
 - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

ANTENNAS ON TOWERS - DIXON SERVICES and OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties:

B1.00 GENERAL

- A. DIXON shall provide Antenna Contract Administration (Basic Services) and field observation (RPR Services) as delegated below. If Client is completing the service- responsibility is to be defined for each item below.

B1.01 Site Work

- A. Perform Installation Inspections as the project progresses and a final post inspection to compare with design criteria. These inspections include a letter report and photographs.

B1.02 Completion

- A. Services of Exhibit B are considered complete when antenna upgrade installation projects are completed, and all punch list items identified during observations are satisfactorily resolved and accepted by Client

B2.01 RESPONSIBILITIES OF CLIENT

- A. All tasks not designated to DIXON are the responsibility of the Client.
- B. Provide site/tank access when needed for DIXON.
- C. Provide documents to DIXON from the cellular companies including but not limited to construction drawings and structural documents.
- D. Assist with communication and coordination with the cellular carriers about project documents, project schedules, and observations.

B3.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above as a DIXON supplied service and/or delegated as a Responsibility of Client in Part B1 will be considered an Additional Service.
 - 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.
 - 2. If timing or other reason require the Client to reallocate responsibility to DIXON, then those reallocated responsibilities are treated as an Additional Service.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
 1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit B, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- C. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.
- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will

be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.

1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.
- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

Agreement
Exhibits: B, C, E, GP, IR

Owner: City of De Pere
Tank No: 49-05-11-02

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- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 - 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of \$3,900 and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
B1.01 - Site Work - Inspection #1	1	\$1,950	\$1,950	Lump Sum
B1.01 - Site Work - Inspection #2	1	\$1,950	\$1,950	Lump Sum
TOTAL:			\$3,900	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
 3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

- A. Suspension:
 - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



City of De Pere, Wisconsin

4.E

Request for Board of Public Works Action

Meeting Date:	June 8, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Consideration and possible action on Approval Plat Amendment Documents for Project 4190-17-00*
Recommendation:	Approve the Plat Amendment Documents for WisDOT Project 4190-17-00 - STH 32.

Attachments:

2026 0608 CI_BOPW_Real Estate Plat Update, TPP_4190-17-00_STH 32-TPP-4.04-2026-05-28, TPP_4190-17-00_STH 32-TPP-4.05-2026-05-28, TLE EXHIBITS_4190-17-00_STH 32-SHEET 7 (V2), TLE EXHIBITS_4190-17-00_STH 32-SHEET 16 (V2), TLE EXHIBITS_4190-17-00_STH 32-SHEET 21

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: June 8, 2026

RE: **Consideration and possible action on Approval Plat Amendment Documents for Project 4190-17-00***

The City has entered into a State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT) for pavement replacement on STH 32 (Main Avenue and Reid Street) from Eighth Street to Third Street under Project ID 4190-17-00/21/54/71/72. Under the Terms and Conditions of the agreement, the City is responsible for acquiring right-of-way required by the project and eligible for 100% reimbursement. Specifically, Item 8.b. states:

“Project ID 4190-17-21, Real Estate: Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality. Right-of-way required for the project should be purchased by the municipality and may be eligible for up to 100% WisDOT participation and must be acquired in the municipality’s name. Real estate required for parking lanes is not eligible.”

The City has a contract with Corre Inc. for acquiring right-of way for the project.

The original plat sheets (Transportation Project Plat (TPP) and TLE Exhibits) were discussed in the January 12, 2026, De Pere Board of Public Works meeting and approved in the following Common Council meeting in January to be signed by the city.

Following that, the need for additional plat sheets were identified. As a result of railroad coordination and review of the 60% traffic management plans, additional right-of-way acquisition needs were identified, requiring amendments to the plat after it was recorded. The sheets include two additional TPP sheets for the bungalows for the new railroad crossing signals and two revised TLE exhibit sheets and one additional RE exhibit for the traffic control devices on a privately owned portion of Reid St.

Recommendation:

Staff recommends approval of the attached Plat Amendment Documents for WisDOT Project 4190-17-00 – STH 32 for signature by the City Manager.

Attachments:

TPP_4190-17-00_STH 32-TPP-4.04-2026-05-28	(PDF)
TPP_4190-17-00_STH 32-TPP-4.05-2026-05-28	(PDF)
TLE EXHIBITS_4190-17-00_STH32_SHEET 7 (V2)	(PDF)
TLE EXHIBITS_4190-17-00_STH32_SHEET 16 (V2)	(PDF)
TLE EXHIBITS_4190-17-00_STH32_SHEET 21	(PDF)

TRANSPORTATION PROJECT PLAT NO: 4190-17-21-4.04

PART OF LOTS 1, 3 AND 5, BLOCK 12 OF DE PERE COMPANY'S ADDITION TO WEST DE PERE AND PART OF LOTS 1 AND 2 OF DE PERE IRON WORKS REPLAT OF BLOCKS 8 AND 10 DE PERE COMPANY'S ADDITION, BLOCK 10 LOCATED IN PRIVATE CLAIM NO. 28, AND PART OF NICOLET CONDOMINIUMS LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R., ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER STH 32 3RD STREET - 8TH STREET CITY OF DE PERE BROWN COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF DE PERE DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE NAMED PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SUBSECTIONS 62.22 AND 62.23 (10) WISCONSIN STATUTES, CITY OF DE PERE HEREBY ORDERS THAT:

- THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE NAMED PROJECT.
- THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF DE PERE FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF CITY OF DE PERE, PURSUANT TO THE PROVISIONS OF SUBSECTION 62.22 (1), WISCONSIN STATUTES.

SCHEDULE OF LANDS AND INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)
17	CHRIST THE ROCK CHURCH, INC.
42	NICOLET CONDOMINIUMS (SEE SHEET 2 OF 2)

UTILITY INTERESTS REQUIRED			
UTILITY NUMBER	UTILITY OWNERS	INTERESTS REQUIRED	EASEMENTS
103	AT&T	RELEASE OF RIGHTS	NO EASEMENT OF RECORD - PAR. 17
104	CITY OF DE PERE	RELEASE OF RIGHTS	DOC. 83467 - PAR. 42
106	CHICAGO & NORTHWESTERN RAILWAY COMPANY	RELEASE OF RIGHTS	DOC. 1797A - PAR. 42

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

INTEREST(S)	FEE R/W AREA REQUIRED - SF			TLE SF
REQUIRED	NEW	EXISTING	TOTAL	REQUIRED
FEE, TLE	637	-	637	2274
TLE	-	-	-	1328

GN

SCALE, FEET

0 20 40

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER: 4190-17-21-4.04
SHEET 1 OF 2

CONVENTIONAL SYMBOLS

SECTION LINE	---	GOVERNMENT CORNER SYMBOL	PC28 PC29	R/W MONUMENT (TO BE SET)	●
QUARTER LINE	---	GOVERNMENT CORNER MONUMENT	⊕	NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	---	GEODETIC SURVEY MONUMENT	⊙	FOUND IRON PIN (1-INCH UNLESS NOTED)	IP
NEW REFERENCE LINE	---	SIXTEENTH CORNER MONUMENT	⊙	CHISELED "X" IN CONCRETE (TO BE SET)	⊗
NEW R/W LINE	---	SIGN	⊙	OFF-PREMISE SIGN	⊙
EXISTING R/W OR HE LINE	---	COMPENSABLE	⊙	NON-COMPENSABLE	⊙
PROPERTY LINE	---	ELECTRIC POLE	⊙	TELEPHONE POLE	⊙
LOT, TIE & OTHER MINOR LINES	---	PEDESTAL (LABEL TYPE)	⊙	(TV, TEL, ELEC, ETC.)	⊙
SLOPE INTERCEPT	---	ACCESS RESTRICTED BY ACQUISITION	⊙	NO ACCESS (BY STATUTORY AUTHORITY)	⊙
CORPORATE LIMITS	---	NO ACCESS (BY PREVIOUS PROJECT OR CONTROL)	⊙	NO ACCESS (NEW HIGHWAY)	⊙
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---	PARCEL NUMBER	25	UTILITY NUMBER	40
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	---	PARALLEL OFFSETS	⊙		⊙
TEMPORARY LIMITED EASEMENT AREA	---				
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---				
TRANSMISSION STRUCTURES	---				
BUILDING	---				
BRIDGE	---				

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM	ALUM	RECORDED AS	(100')
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT	ROE
CERTIFIED SURVEY MAP	CSM	EASEMENT	
CONCRETE	CONC	RIGHT	RT
COUNTY	CO	RIGHT OF WAY	R/W
COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
DISTANCE	DIST	SEPTIC VENT	SEPV
CORNER	COR	SQUARE FEET	SF
DOCUMENT NUMBER	DOC	STATE TRUNK HIGHWAY	STH
EASEMENT	EASE	STATION	STA
EXISTING	EX	TELEPHONE PEDESTAL	TP
GAS VALVE	GV	TEMPORARY LIMITED	TLE
GRID NORTH	GN	EASEMENT	
HIGHWAY EASEMENT	HE	TRANSPORTATION PROJECT PLAT	TPP
IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
LAND CONTRACT	LC	VOLUME	V
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED	PLE		
EASEMENT			
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

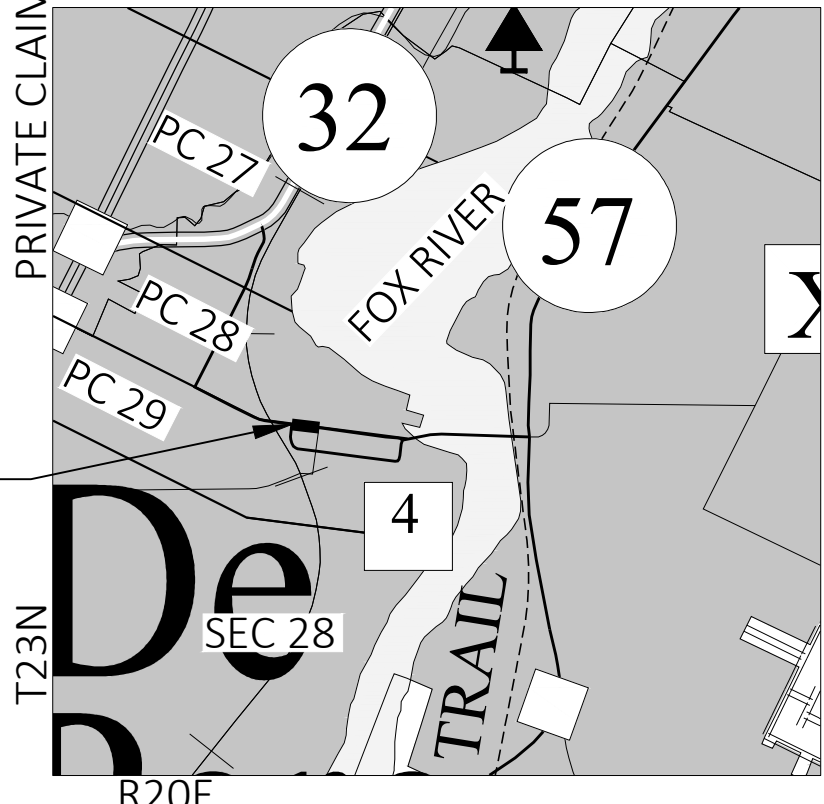
CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

CONVENTIONAL UTILITY SYMBOLS

WATER	---
GAS	---
TELEPHONE	---
OVERHEAD TRANSMISSION LINES	---
ELECTRIC	---
CABLE TELEVISION	---
FIBER OPTIC	---
SANITARY SEWER	---
STORM SEWER	---
ELECTRIC TOWER	---

LOCATION SKETCH
BROWN COUNTY
CITY OF DE PERE



NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), BROWN COUNTY, NAD83(2011), IN U.S. SURVEY FEET, VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 1-INCH X 18-INCH IRON PIPE), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, CENTERLINE OF EXISTING PAVEMENTS AND/OR EXISTING OCCUPATIONAL LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL TLE 'S' IN THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF DE PERE.

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

TLE NOTE: ALL TEMPORARY LIMITED EASEMENTS ON THIS TRANSPORTATION PROJECT PLAT ARE FOR SLOPING AND CONSTRUCTION PURPOSES

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN IS BASED UPON THE FOLLOWING POINTS OF REFERENCE:

- EXISTING RIGHT OF WAY OF MAIN AVE/STH "32" IS BASED ON DE PERE COMPANY'S ADDITION TO WEST DE PERE, DE PERE IRON WORKS REPLAT OF BLOCKS 8 & 10 DE PERE COMPANY'S ADDITION BLOCK 10, CSM NO. 8253, CSM NO. 3141, CSM 7042, AND NICOLET CONDOMINIUMS.

FILE NAME : N:\3001557.00\CIVIL 3D\RW\DWG\TPP_4190-17-00_STH 32.DWG
APPRAISAL PLAT DATE : 05-28-2026

PLOT DATE : 5/28/2026 12:25 PM

PLOT BY : ETHAN KARLS

PLOT NAME :

4190-17-21-4.04

TRANSPORTATION PROJECT PLAT NO: 4190-17-21-4.04
EXTENSION SHEET

PART OF LOTS 1, 3 AND 5, BLOCK 12 OF DE PERE COMPANY'S ADDITION TO WEST DE PERE AND PART OF LOTS 1 AND 2 OF DE PERE IRON
WORKS REPLAT OF BLOCKS 8 AND 10 DE PERE COMPANY'S ADDITION, BLOCK 10 LOCATED IN PRIVATE CLAIM NO. 28, AND PART OF
NICOLET CONDOMINIUMS LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R., ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER STH 32 3RD STREET - 8TH STREET CITY OF DE PERE BROWN COUNTY

SCHEDULE OF LANDS AND INTERESTS REQUIRED FOR NICOLET CONDOMINIUMS (PARCEL 42)		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERSTS TO THE CITY	
UNIT NUMBER	OWNER(S)	INTEREST(S) REQUIRED	% INTEREST IN CONDOMINIUM
101	CAROLE J BOERNER REVOCABLE TRUST	TLE	1/31
102	MARK PROEBER	TLE	1/31
103	PAUL A SULLIVAN AND JILL SULLIVAN	TLE	1/31
104	JAMES F ROBINSON AND COURTNEY D WOOD	TLE	1/31
105	KENNETH M DINY AND CYNTHIA M DINY	TLE	1/31
106	KENNETH J PETERSEN AND SUSAN M PETERSEN	TLE	1/31
107	JOETTE FREY	TLE	1/31
108	GARY G BONZELL	TLE	1/31
109	SUZETTE D FRANKLIN	TLE	1/31
110	KIMBERLY ROBERTS AND JANE POLINSKY	TLE	1/31
111	JEFFREY A MOEN AND GEORGIA M WIESE-MOEHN	TLE	1/31
112	SUSAN A MINTEN	TLE	1/31
113	TIMOTHY LINDERS	TLE	1/31
114	GLENDA R ENDERSON	TLE	1/31
115	DONNA T PASTERNAK	TLE	1/31
116	DIANE K DICK	TLE	1/31
201	CHRISTOPHER D SAMP	TLE	1/31
202	JOHN ADAM VANDERLEEST	TLE	1/31
203	WARREN J HAGANES AND MARILYN R. HAGANES REVOCABLE TRUST	TLE	1/31
204	JEAN M PENDLETON	TLE	1/31
205	EDWARD Y LIN AND SIRI WASANA LIN	TLE	1/31
206	MICHAEL TUBBS AND KATHRYN DAVIS	TLE	1/31
208	ANNA M SZYMANSKI	TLE	1/31
209	MEGHAN G DWYER REVOCABLE LIVING TRUST	TLE	1/31
210	OMOLARA LAWAL	TLE	1/31
211	JOHN VAN DE VEN AND MICHELENE A VAN DE VEN	TLE	1/31
212	DONNA J WAGNER AND STEVEN P WAGNER	TLE	1/31
213	KYLE H VANDENHEUVEL	TLE	1/31
214	LINDA L BOYWID AS TRUSTEE OF THE SURVIVING SETTLOR'S TRUST UNDER THE JOINT REVOCABLE TRUST OF JOHN J. BOYWID AND LINDA L. BOYWID	TLE	1/31
215	MATTHEW R CRULL AND PAULETTE CRULL	TLE	1/31
216	IVETE C MILLER	TLE	1/31

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER: 4190-17-21-4.04
SHEET 2 OF 2

PART OF NICOLET CONDOMINIUMS LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R., CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER	STH 32	3RD STREET - 8TH STREET	CITY OF DE PERE	BROWN COUNTY
------------------	--------	-------------------------	-----------------	--------------

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF DE PERE DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE NAMED PROJECT.

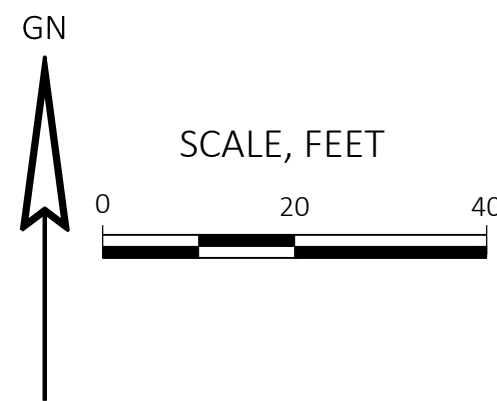
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SUBSECTIONS 62.22 AND 62.23 (10) WISCONSIN STATUTES, CITY OF DE PERE HEREBY ORDERS THAT:

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE NAMED PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF DE PERE FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF CITY OF DE PERE, PURSUANT TO THE PROVISIONS OF SUBSECTION 62.22 (1), WISCONSIN STATUTES.

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO
CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNER(S)	INTEREST(S)	FEE R/W AREA REQUIRED - SF			TLE SF
		REQUIRED	NEW	EXISTING	TOTAL	REQUIRED
42	NICOLET CONDOMINIUMS (SEE SHEET 2 OF 2)	FEE, TLE	752	-	752	2926

UTILITY INTERESTS REQUIRED			
<u>UTILITY NUMBER</u>	<u>UTILITY OWNERS</u>	<u>INTERESTS REQUIRED</u>	<u>EASEMENTS</u>
105	WE ENERGIES (GAS)	RELEASE OF RIGHTS	DOC. 2107929 - PAR. 42
106	CHICAGO &	RELEASE OF RIGHTS	DOC. 1797A - PAR. 42



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER: 4190-17-21-4.05
SHEET 1 OF 2

FOR ADDITIONAL INFORMATION REFER TO
SHEET 2 OF 2

CONVENTIONAL SYMBOLS

SECTION LINE		GOVERNMENT CORNER SYMBOL		R/W MONUMENT (TO BE SET)	
QUARTER LINE		GOVERNMENT CORNER MONUMENT		NON-MONUMENTED R/W POINT	
SIXTEENTH LINE		GOVERNMENT CORNER MONUMENT		FOUND IRON PIN (1-INCH UNLESS NOTED)	IP
NEW REFERENCE LINE		GEODETIC SURVEY MONUMENT		CHISELED "X" IN CONCRETE (TO BE SET)	
NEW R/W LINE		SIXTEENTH CORNER MONUMENT			
EXISTING R/W OR HE LINE		SIGN		OFF-PREMISE SIGN	
PROPERTY LINE					
LOT, TIE & OTHER MINOR LINES					
SLOPE INTERCEPT					
CORPORATE LIMITS		ELECTRIC POLE		TELEPHONE POLE	
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)		PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)			
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)		ACCESS RESTRICTED BY ACQUISITION			
TEMPORARY LIMITED EASEMENT AREA		NO ACCESS (BY STATUTORY AUTHORITY)			
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)		ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)			
TRANSMISSION STRUCTURES		NO ACCESS (NEW HIGHWAY)			
BUILDING		PARCEL NUMBER		UTILITY NUMBER	
TO BE REMOVED		PARALLEL OFFSETS			
BRIDGE					
CULVERT					

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM	ALUM	RECORDED AS	(100')
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT	RDE
CERTIFIED SURVEY MAP	CSM	EASEMENT	
CONCRETE	CONC	RIGHT	RT
COUNTY	CO	RIGHT OF WAY	R/W
COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
DISTANCE	DIST	SEPTIC VENT	SEPV
CORNER	COR	SQUARE FEET	SF
DOCUMENT NUMBER	DOC	STATE TRUNK HIGHWAY	STH
EASEMENT	EASE	STATION	STA
EXISTING	EX	TELEPHONE PEDESTAL	TP
GAS VALVE	GV	TEMPORARY LIMITED	TLE
GRID NORTH	GN	EASEMENT	
HIGHWAY EASEMENT	HE	TRANSPORTATION PROJECT PLAT	TPP
IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
LAND CONTRACT	LC	VOLUME	V

CURVE DATA ABBREVIATIONS

NUMBER	NO	LONG CHORD	LCH
OUTLOT	OL	LONG CHORD BEARING	LCB
PAGE	P	DEGREE OF CURVE	R
POINT OF TANGENCY	PT	CENTRAL ANGLE	Δ/Δ
PERMANENT LIMITED EASEMENT	PLE	LENGTH OF CURVE	L
		TANGENT	T
POINT OF BEGINNING	POB	DIRECTION AHEAD	DA
POINT OF CURVATURE	PC	DIRECTION BACK	DB

Westwood

Phone (920) 735-6900 One Systems Drive
Fax (920) 830-6100 Appleton, WI 54914-1654
Toll Free (800) 571-6677 westwoodps.com
Westwood Infrastructure, Inc.

I, TERRY L. VAN HOUT, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT 4190-17-21-4.05 AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: Tangh. VanHorn DATE: 05-28-2026

PRINT NAME: TERRY L. VAN HOUT

REGISTRATION NUMBER: S2526
06/03/2026 5:17:53 PM
THIS PLAN MAY BE REVISED AND REAPPROVED FOR

THE CITY OF DE PERE

SIGNATURE: _____ DATE: _____

PRINT NAME: KIM FLOM, CITY MANAGER

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), BROWN COUNTY, NAD83(2011), IN U.S. SURVEY FEET, VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 1-INCH X 18-INCH IRON PIPE), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, CENTERLINE OF EXISTING PAVEMENTS AND/OR EXISTING OCCUPATIONAL LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

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FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF DE PERE.

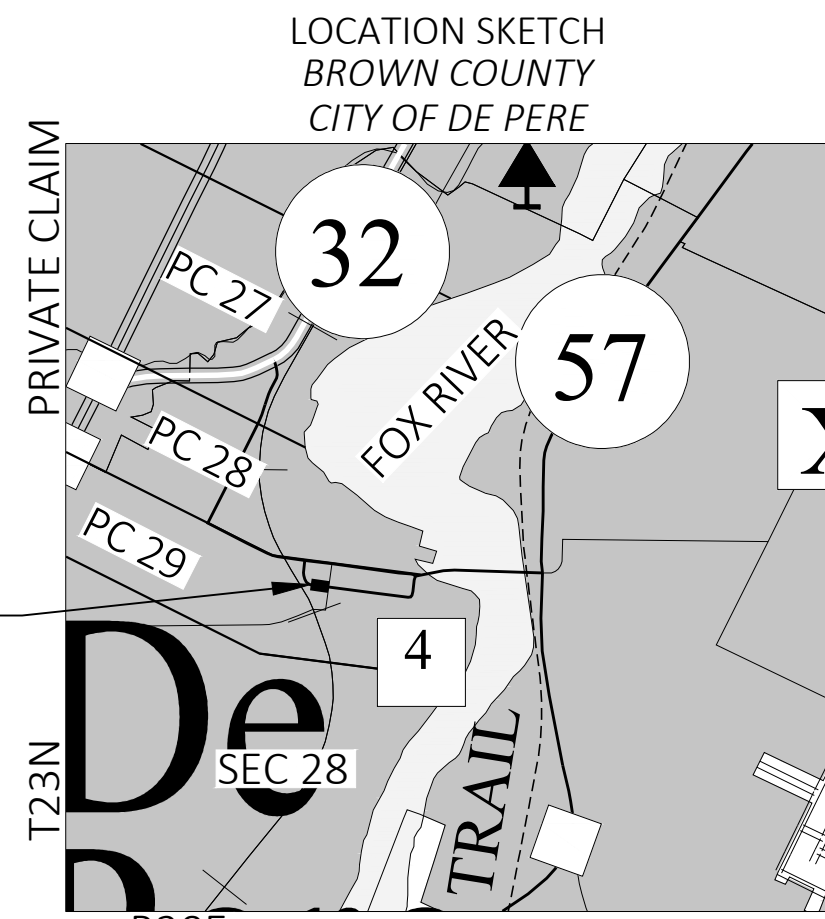
PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

NOTE: ALL TEMPORARY LIMITED EASEMENTS ON THIS TRANSPORTATION PROJECT PLAT ARE FOR SLOPING AND CONSTRUCTION PURPOSES

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN IS BASED
UPON THE FOLLOWING POINTS OF REFERENCE:

- EXISTING RIGHT OF WAY OF STH "32"/REID STREET IS BASED ON CARABIN'S ADDITION TO WEST DE PERE, CSM 7127, AND CSM 7042.



FILE NAME : N:\3001557.00\CIVIL 3D\RW\DWG\TPP_4190-17-00_STH 32.DWG
APPRAISAL PLAT DATE : 05-28-2026

PLOT DATE : 5/28/2026 12:25 PM

PLOT BY : ETHAN KARLS

PLOT NAME :

4190-17-21-4.05

TRANSPORTATION PROJECT PLAT NO: 4190-17-21-4.05
EXTENSION SHEET

PART OF NICOLET CONDOMINIUMS LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R., CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER STH 32 3RD STREET - 8TH STREET CITY OF DE PERE BROWN COUNTY

SCHEDULE OF LANDS AND INTERESTS REQUIRED FOR NICOLET CONDOMINIUMS (PARCEL 42)		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERSTS TO THE CITY	
UNIT NUMBER	OWNER(S)	INTEREST(S) REQUIRED	% INTEREST IN CONDOMINIUM
101	CAROLE J BOERNER REVOCABLE TRUST	FEE, TLE	1/31
102	MARK PROEBER	FEE, TLE	1/31
103	PAUL A SULLIVAN AND JILL SULLIVAN	FEE, TLE	1/31
104	JAMES F ROBINSON AND COURTNEY D WOOD	FEE, TLE	1/31
105	KENNETH M DINY AND CYNTHIA M DINY	FEE, TLE	1/31
106	KENNETH J PETERSEN AND SUSAN M PETERSEN	FEE, TLE	1/31
107	JOETTE FREY	FEE, TLE	1/31
108	GARY G BONZELL	FEE, TLE	1/31
109	SUZETTE D FRANKLIN	FEE, TLE	1/31
110	KIMBERLY ROBERTS AND JANE POLINSKY	FEE, TLE	1/31
111	JEFFREY A MOEN AND GEORGIA M WIESE-MOEHN	FEE, TLE	1/31
112	SUSAN A MINTEN	FEE, TLE	1/31
113	TIMOTHY LINDERS	FEE, TLE	1/31
114	GLENDA R ENDERSON	FEE, TLE	1/31
115	DONNA T PASTERNAK	FEE, TLE	1/31
116	DIANE K DICK	FEE, TLE	1/31
201	CHRISTOPHER D SAMP	FEE, TLE	1/31
202	JOHN ADAM VANDERLEEST	FEE, TLE	1/31
203	WARREN J HAGANES AND MARILYN R. HAGANES REVOCABLE TRUST	FEE, TLE	1/31
204	JEAN M PENDLETON	FEE, TLE	1/31
205	EDWARD Y LIN AND SIRI WASANA LIN	FEE, TLE	1/31
206	MICHAEL TUBBS AND KATHRYN DAVIS	FEE, TLE	1/31
208	ANNA M SZYMANSKI	FEE, TLE	1/31
209	MEGHAN G DWYER REVOCABLE LIVING TRUST	FEE, TLE	1/31
210	OMOLARA LAWAL	FEE, TLE	1/31
211	JOHN VAN DE VEN AND MICHELENE A VAN DE VEN	FEE, TLE	1/31
212	DONNA J WAGNER AND STEVEN P WAGNER	FEE, TLE	1/31
213	KYLE H VANDENHEUVEL	FEE, TLE	1/31
214	LINDA L BOYWID AS TRUSTEE OF THE SURVIVING SETTLOR'S TRUST UNDER THE JOINT REVOCABLE TRUST OF JOHN J. BOYWID AND LINDA L. BOYWID	FEE, TLE	1/31
215	MATTHEW R CRULL AND PAULETTE CRULL	FEE, TLE	1/31
216	IVETE C MILLER	FEE, TLE	1/31

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER: 4190-17-21-4.05
SHEET 2 OF 2

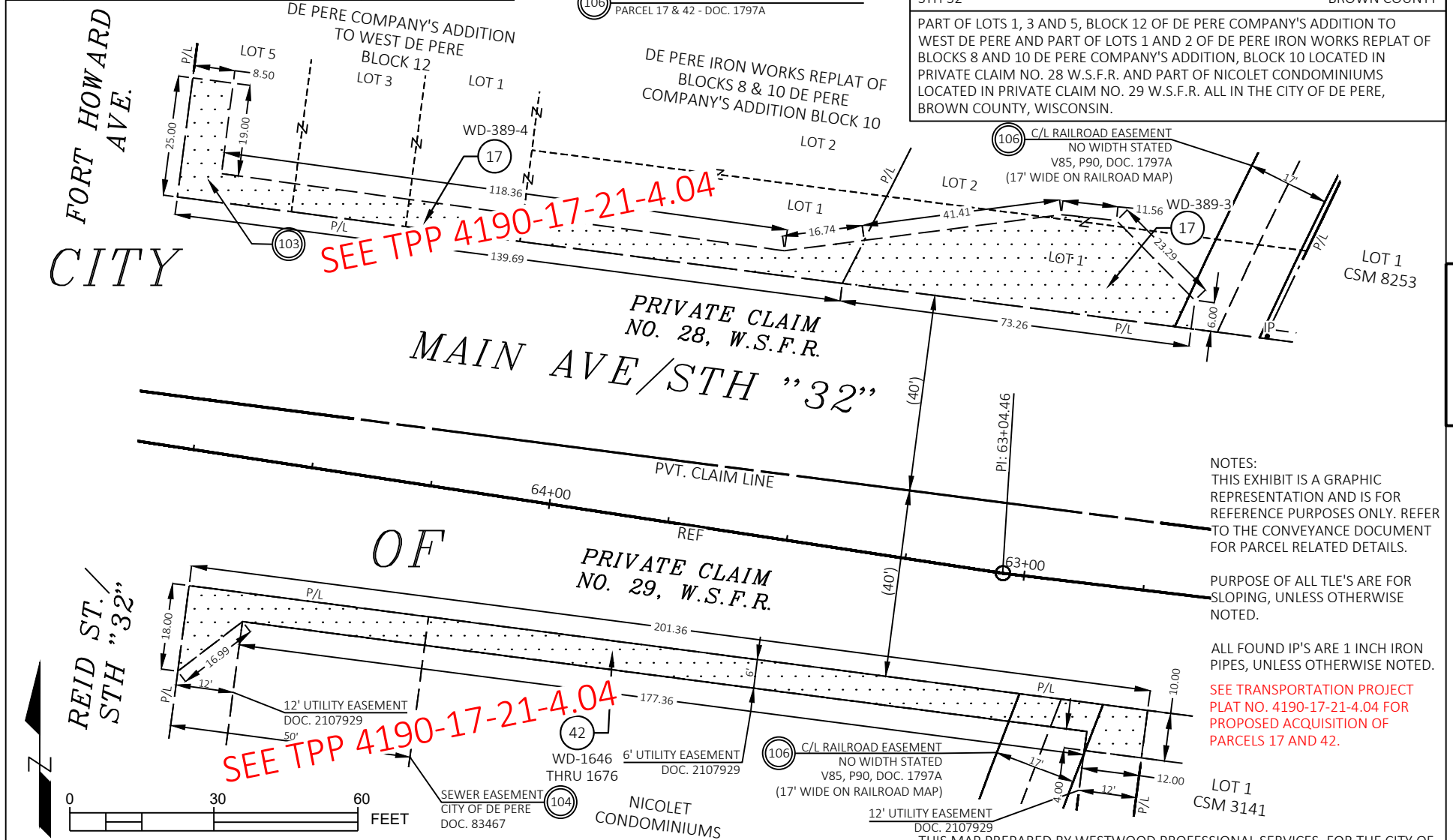
UTILITY	OWNER	INTERESTS REQUIRED
103	AT&T	RELEASE OF RIGHTS
104	CITY OF DE PERE	RELEASE OF RIGHTS
106	CHICAGO & NORTHWESTERN RAILWAY COMPANY	RELEASE OF RIGHTS

- (103) AT&T
PARCEL 17 - NO EASEMENT OF RECORD
- (104) CITY OF DE PERE
PARCEL 42 - DOC. 83467
- (106) CHICAGO & NORTHWESTERN RAILWAY COMPANY
PARCEL 17 & 42 - DOC. 1797A

R/W PROJECT NUMBER: 4190-17-21
SHEET NUMBER: 7

TLE ACQUISITION MAP
3RD STREET - 8TH STREET
CITY OF DE PERE
BROWN COUNTY

PART OF LOTS 1, 3 AND 5, BLOCK 12 OF DE PERE COMPANY'S ADDITION TO WEST DE PERE AND PART OF LOTS 1 AND 2 OF DE PERE IRON WORKS REPLAT OF BLOCKS 8 AND 10 DE PERE COMPANY'S ADDITION, BLOCK 10 LOCATED IN PRIVATE CLAIM NO. 28 W.S.F.R. AND PART OF NICOLET CONDOMINIUMS LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



SCHEDULE OF LANDS AND INTERESTS REQUIRED		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY	
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
17	CHRIST THE ROCK CHURCH, INC.	TLE	2062
42	NICOLET CONDOMINIUMS	SEE SHEET 7-01	1328

DE PERE

THIS MAP IS APPROVED FOR THE CITY OF DE PERE

SIGNATURE: **Preliminary** DATE: 06/03/2026 5:17:58 PM

PRINT NAME: KIM FLOOM, CITY MANAGER

UTILITY	OWNER	INTERESTS REQUIRED
105	WE ENERGIES (GAS)	RELEASE OF RIGHTS
106	CHICAGO & NORTHWESTERN RAILWAY COMPANY	RELEASE OF RIGHTS

- (105) WE ENERGIES (GAS)
PARCEL 42 - NO EASEMENT OF RECORD
- (106) CHICAGO & NORTHWESTERN RAILWAY COMPANY
PARCEL 42 & 102 - DOC. 1797A

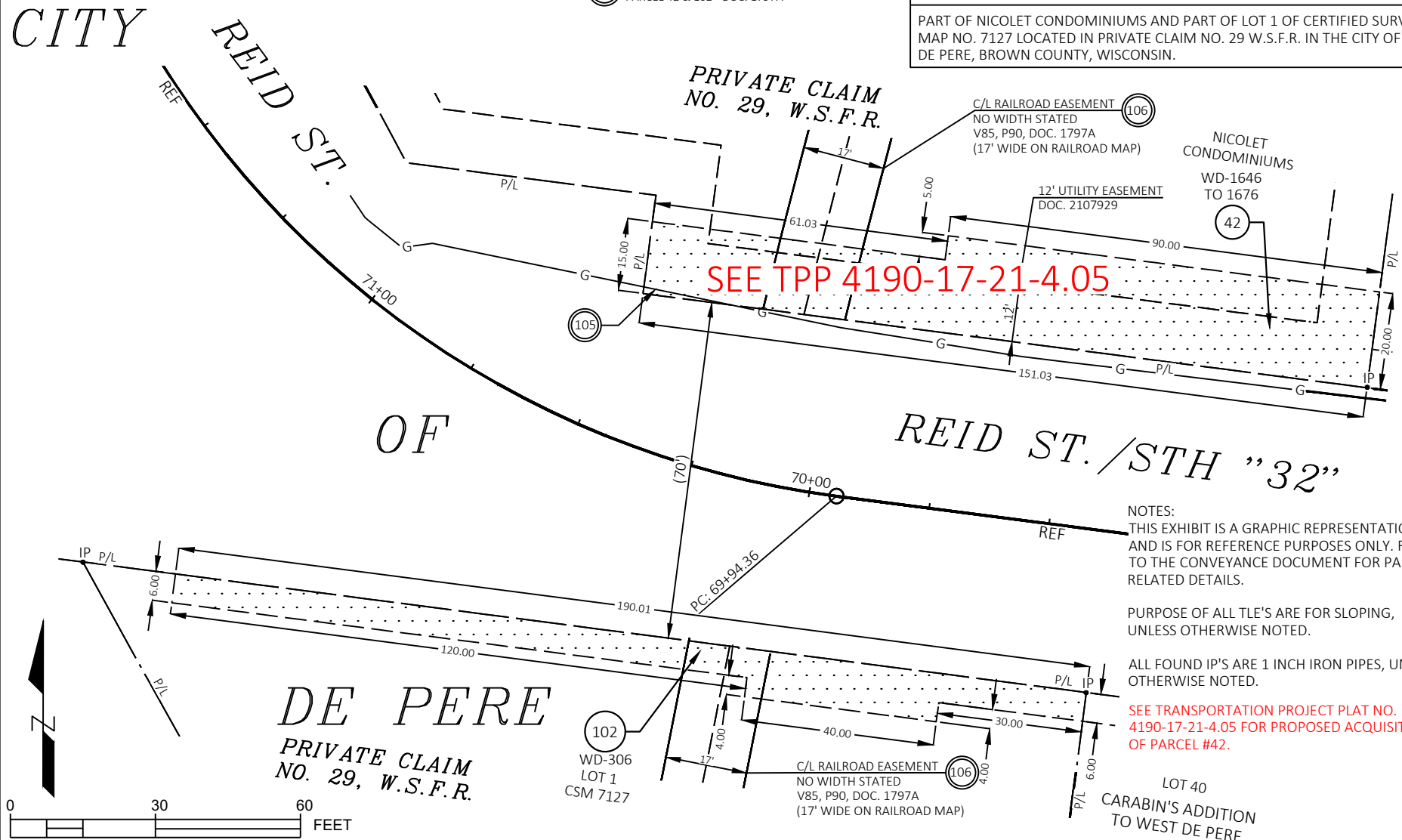
R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 16

TLE ACQUISITION MAP
3RD STREET - 8TH STREET
CITY OF DE PERE

STH 32

BROWN COUNTY

PART OF NICOLET CONDOMINIUMS AND PART OF LOT 1 OF CERTIFIED SURVEY
MAP NO. 7127 LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. IN THE CITY OF
DE PERE, BROWN COUNTY, WISCONSIN.



NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION
AND IS FOR REFERENCE PURPOSES ONLY. REFER
TO THE CONVEYANCE DOCUMENT FOR PARCEL
RELATED DETAILS.

PURPOSE OF ALL TLE'S ARE FOR SLOPING,
UNLESS OTHERWISE NOTED.

ALL FOUND IP'S ARE 1 INCH IRON PIPES, UNLESS
OTHERWISE NOTED.

SEE TRANSPORTATION PROJECT PLAT NO.
4190-17-21-4.05 FOR PROPOSED ACQUISITION
OF PARCEL #42.

SCHEDULE OF LANDS AND INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
42	NICOLET CONDOMINIUMS	SEE SHEET 7-01	1322
102	N.E.W. DEVELOPERS, LLC	TLE	1300

OWNERS NAMES ARE SHOWN FOR
REFERENCE PURPOSES ONLY AND ARE
SUBJECT TO CHANGE PRIOR TO THE
TRANSFER OF LAND INTERESTS TO THE CITY

THIS MAP PREPARED BY
WESTWOOD PROFESSIONAL
SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

Preliminary

SIGNATURE: 06/03/2026 5:17:31 PM DATE:

PRINT NAME: KIM FLOM, CITY MANAGER



City of De Pere, Wisconsin

4.F

Request for Board of Public Works Action

Meeting Date:	June 8, 2026
Department:	Public Works
From:	Scott Thoresen, Public Works Director
Subject:	Consideration and possible action on DOT –Municipal Agreement for STH 32*
Recommendation:	Staff recommends the BOPW approve this agreement and forward to Council for approval.

Attachments:

DOT STH 32 SMFA - 6-3-2026, 40856500_71_C De Pere_STH32_STH96-CookSt_ORG_SMFA_05292026_ForFinalApproval

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: June 3, 2026
RE: Consideration and possible action on DOT –Municipal Agreement for STH 32*

The City received the attached State/Municipal Financial Agreement (SMFA) for STH 32 from Cook Street south to Greenleaf. The project is to mill and resurface the existing pavement. This agreement is for the anticipated costs of \$3,000 for sanitary sewer manhole adjustments associated with this project.

Staff recommends the BOPW approve this agreement and forward to Council for approval.



**ORIGINAL
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: 5/29/2026
I.D.:4085-65-00/71
Road Name: STH 32
Title: Greenleaf – De Pere
Limits: STH 96 – Cook Street
County: Brown County
Roadway Length: 7.43 miles

The signatory **City of De Pere**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

The existing STH 32 facility through the City of De Pere consists of a rural two-lane asphalt highway from New Plank Road to CTTH X/Heritage Road which transitions to a four-lane divided asphalt roadway from CTH X/Heritage Road to Cook Street.

Through the Trans 220 utility process, existing Municipality sanitary manholes were determined to conflict with the proposed improvements/resurfacing on STH 32.

Proposed Improvement - Nature of work:

The proposed project, 4085-65-00/71, is a 7.43-mile resurfacing improvement project (RSRF20) extending from STH 96 to Cook Street. The project includes milling the existing pavement at varying depths and overlaying up to 3 ½-inches of asphaltic pavement on the mainline. Existing 3-foot paved shoulders will be widened to 5 feet.

At the STH 32 and CTH X roundabout, the work includes milling 1 ¾-inches of existing pavement and overlaying with 1 ¾-inches of asphaltic pavement.

Additional improvements include two culvert replacements, various culvert repairs, box culvert cleaning, guardrail replacement, curb ramp upgrades at the CTH X and Cook Street intersections, and pavement marking.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

Municipality has requested that three municipal owned sanitary manholes be adjusted as part of the construction project. In accordance with Terms and Conditions sections 3 and 4, Non-Participating funding will be added to the project to complete this work.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
4085-65-00 Preliminary Engineering: Plan Development	\$ 400,000	\$ 400,000	100%	\$ -	0%
4085-65-22 Real Estate Acquisition: Acquisition	\$ 1,000	\$ 1,000	100%	\$ -	0%
4085-65-71 ¹ Construction: Roadway Items (cat 0010)	\$ 5,500,000	\$ 5,500,000	100%	\$ -	0%
B-05-268 (cat 0020)	\$ 55,000	\$ 55,000	100%	\$ -	0%
Non-Participating (cat 0030)	\$ 3,000	\$ -	0%	\$ 3,000	100%
----- subtotal 4085-65-71:	\$ 5,558,000	\$ 5,555,000		\$ 3,000	

Total Cost Distribution \$ 5,959,000 \$ 5,956,000 \$ 3,000

1. Estimates include construction engineering.

This request is subject to the terms and conditions that follow (pages [3] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the city of De Pere	
Name	Title
Signature	
Date	
Signed for and on behalf of the State	
Name	Title
Signature	
Date	

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

(a) Design Engineering: ID 4085-65-00

Funding participation is 100% Federal/State funds per Table 1, Summary of Costs.

(b) Real Estate Acquisition: 4085-65-22

Funding participation is 100% Federal/State funds per Table 1, Summary of Costs.

(c) Construction: ID 4085-65-71

The Project Agreement will be revised if necessitated as the project progresses. All costs shown are approximate and are subject to a final audit. Construction engineering is included in the estimated construction costs for each category.

Category 0010 – Roadway Items

Funding participation is 100% Federal/State funds per Table 1, Summary of Costs.

Category 0020 – B-05-268

Funding participation is 100% Federal/State funds per Table 1, Summary of Costs.

Category 0030 - (Non-Participating)

In accordance with Local Participation Policy, Section 3-25-5 of the State's Program Management Manual, alterations of Municipality-owned utilities are not eligible for State participation. In addition, proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Estimated non-participating costs to adjust three sanitary manholes: **\$3,000**

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



City of De Pere, Wisconsin

4.G

Request for Board of Public Works Action

Meeting Date:	June 8, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Consideration and possible action on Compliance Maintenance Annual Report for Wastewater Collection System*
Recommendation:	Approve the Report and Resolution for submittal to the WDNR.

Attachments:
2026 0608 CI_BOPW_Consider_CMAR, 2025 CMAR

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: June 8, 2026

RE: **Consideration and possible action on Compliance Maintenance Annual Report for Wastewater Collection System***

The Engineering Department has completed the Compliance Maintenance Annual Report (CMAR) for the wastewater collection system. The CMAR is required by the Wisconsin Department of Natural Resources. The report scores the City wastewater collection system based on Financial Management and the Collection System.

Included with this memo are the results of the CMAR. The City received a grade A on the Financial Management and A on the Collection System.

Staff recommends the BOPW approve the Report and Resolution for submittal to the WDNR.

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:

6/5/2026

2025

Financial Management

1. Provider of Financial Information

Name:

Pamela Manley

Telephone:

920-339-4041

(XXX) XXX-XXXX

E-Mail Address
(optional):

pmanley@deperewi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2025

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2025

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 150,000.00

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 150,000.00

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+ \$ 0.00

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:

6/5/2026

2025

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 150,000.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 150,000.00

0

Please note: If you had a CWWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sewer Televising/Repairs	\$500,000	2026
2	Sewer Lining/Relay	\$900,000	2026
3	I&I Reduction - Sump pump and full lateral relay	\$300,000	2026
4	Sewer Televising/Repairs	\$500,000	2027
5	Sewer Lining/Relay	\$900,000	2027
6	I&I Reduction - Sump pump and full lateral relay	\$300,000	2027
7	Sewer Televising/Repairs	\$500,000	2028
8	Sewer Lining/Relay	\$900,000	2028
9	I&I Reduction - Sump pump and full lateral relay	\$300,000	2028
10	Sewer Televising/Repairs	\$500,000	2029
11	Sewer Lining/Relay	\$900,000	2029
12	I&I Reduction - Sump pump and full lateral relay	\$300,000	2029

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2026 2025

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	426	
February	391	
March	387	
April	403	
May	424	
June	499	
July	417	
August	394	
September	401	
October	380	
November	435	
December	524	
Total	5,081	0
Average	423	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No

☐ Yes

Year:

By Whom:

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2026 2025

Describe and Comment:
6.4 Future Energy Related Equipment
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?
None

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:

6/5/2026

2025

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continue to rehabilitate sewer in areas of street improvements, including sanitary laterals.

Did you accomplish them?

☒ Yes

☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☐ Internal and external lines of communication responsibilities

☐ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2007-12-21

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☒ Rehabilitated sewer and lift station installation, testing and inspection

☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

☒ Equipment and replacement part inventories

☒ Up-to-date sewer system map

☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:

6/5/2026

2025

- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

- ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

- ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

- ☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	33	% of system/year
Root removal	1	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	9	% of system/year
Manhole inspections	33	% of system/year
Lift station O&M	4	# per L.S./year
Manhole rehabilitation	.1	% of manholes rehabbed
Mainline rehabilitation	1	% of sewer lines rehabbed
Private sewer inspections	.1	% of system/year
Private sewer I/I removal	.1	% of private services

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:

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River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

26.33	Total actual amount of precipitation last year in inches
31.61	Annual average precipitation (for your location)
109.1	Miles of sanitary sewer
2	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
15	Number of complaints
3.27	Average daily flow in MGD (if available)
5.05	Peak monthly flow in MGD (if available)
.21	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.14	Complaints (number/sewer mile)
1.5	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.1	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

The City experiences high flows in older areas.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2026 2025

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: None. 5.4 What is being done to address infiltration/inflow in your collection system? The City has a sump pump installation program for houses without a sump pump and provides up to a 50% reimbursement. The City implemented a full lateral relay/rehab program with up to 50% reimbursement for repairs not made with a City project and 100% for repairs with a City sewer project. The repairs/rehab need to be from the sewer main and into the basement and done via pipe bursting or sewer lining.	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2026 2025

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2026 2025

Resolution or Owner's Statement

Name of Governing Body or Owner:	
Date of Resolution or Action Taken:	
Resolution Number:	
Date of Submittal:	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):
Financial Management: Grade = A

Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 4.00



City of De Pere, Wisconsin

4.H

Request for Board of Public Works Action

Meeting Date:	June 8, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Consideration and possible action on Proposed Easement at 622 Grant Street (Parcel #: WD-95-1)*
Recommendation:	Staff recommends approval of the easement.

Attachments:

2026 0608 CI_BOPW_Grant_Street_Easement, Utility Easement-WD-95-1

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: June 8, 2026

RE: **Consideration and possible action on Proposed Easement at 622 Grant Street
(Parcel #: WD-95-1)***

The City has a sanitary sewer that angles out of the public right-of-way and onto private property at 622 Grant Street as shown in the Figure 1 below:

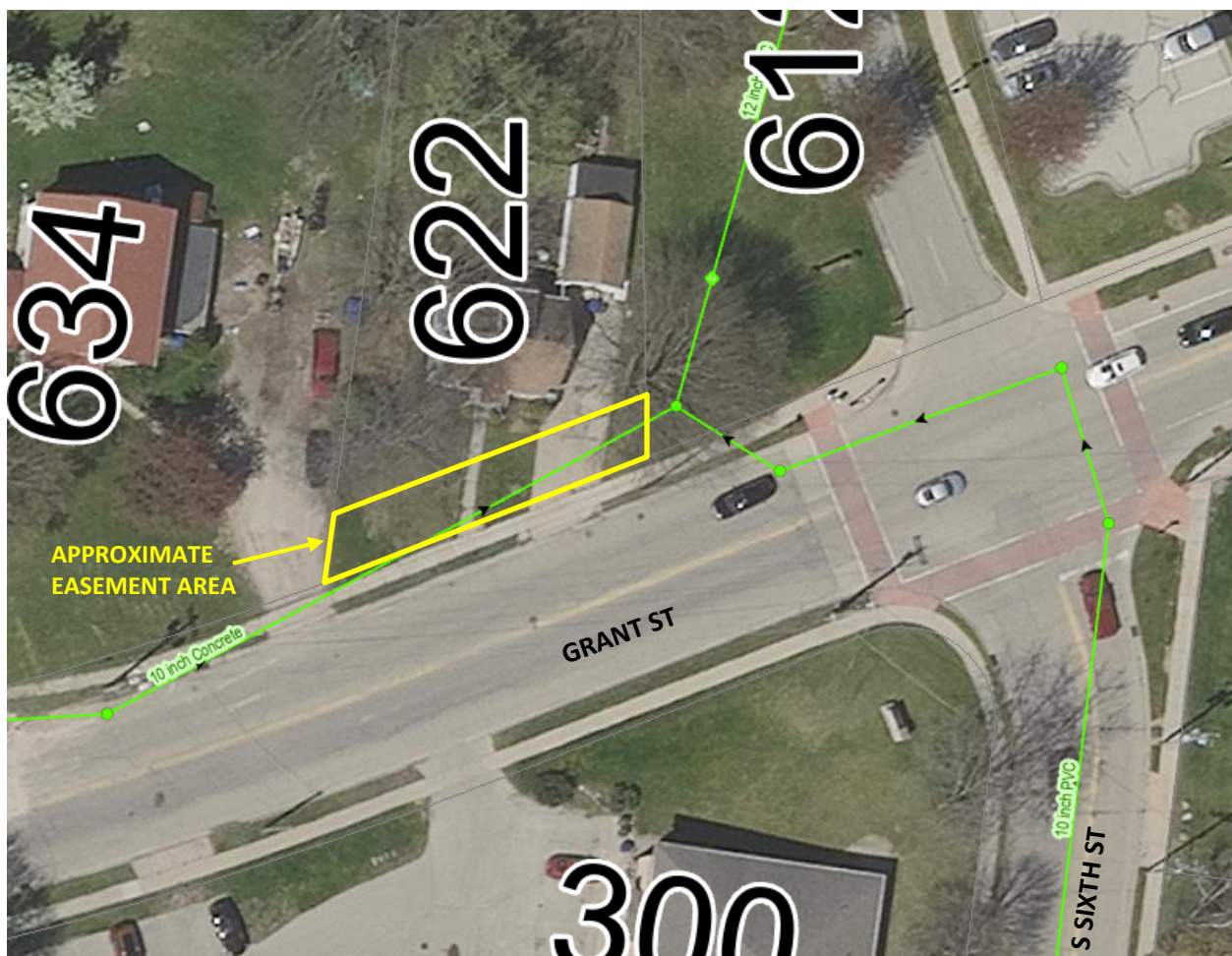


Figure 1 – City Sanitary Sewer at 622 Grant Street

Staff researched this address and were unable to find documentation for an easement for this sanitary sewer and subsequently reached out to the property owner to work towards retaining an easement. Upon obtaining approvals from the Board of Public Works and Common Council, staff will work with the property owner towards executing and recording the attached easement document.

Recommendation

Staff recommends approving the easement.

Attachment

Utility Easement WD-95-1

UTILITY EASEMENT

DOCUMENT NO.

Tanya Poole, an individual (Grantor), hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation (Grantee), and its successors, assigns and public utility permittees and licensees, a perpetual utility easement over, under, across and through all lands described below for the purposes of permitting public utilities to install, lay, operate, repair and maintain pipes and conduit for water main, storm sewer, sanitary sewer, telecommunications, gas and electric services and related facilities.

Legal Description:

Part of Lot 114 of Assessor's Subdivision Plat of the Village of West De Pere (now a part of the City of De Pere), Located in part of Private Claim 29, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of said Lot 114, the

POINT OF BEGINNING; thence S70°02'00"W, 92.82 feet on the north right of way of Grant Street, also being the south line of said Lot 114; thence N08°26'00"E, 17.05 feet on the west line of lands described in Document Number 3030428; thence N70°02'00"E, 90.18 feet on a line that is 15.00 feet northerly of and parallel to said north right of way; thence S00°05'00"W, 15.97 feet on east line of said lands to the Point of Beginning..

Said proposed easement area contains 1,373 Square Feet (0.032 Acres) of land more or less, as shown and dimensioned on the map attached hereto as Exhibit A.

For the purpose of the installation, maintenance, repair, reconstruction and/or replacement of utility facilities, Grantee shall have the right to enter, pass over and use said premises and the land adjacent thereto for the transportation, laying down and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work. Grantee agrees to restore after completion of construction, maintenance or replacement the property to its previous condition, or as close thereto as practicable.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Dated this _____ day of June, 2026.

By:

Tanya Poole

State of Wisconsin)
)ss.
Brown County)

This instrument was acknowledged before me on this _____ day of June, 2026, by the above-named person(s).

(Notary Public, State of Wisconsin)

My commission expires: _____

Drafted by: Attorney Joanne Bungert

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Attorney Joanne Bungert
City of De Pere
335 S. Broadway
De Pere, WI 54115

Part of WD-95-1

PARCEL IDENTIFICATION NUMBER (PIN)

By:

Printed Name/Title: _____

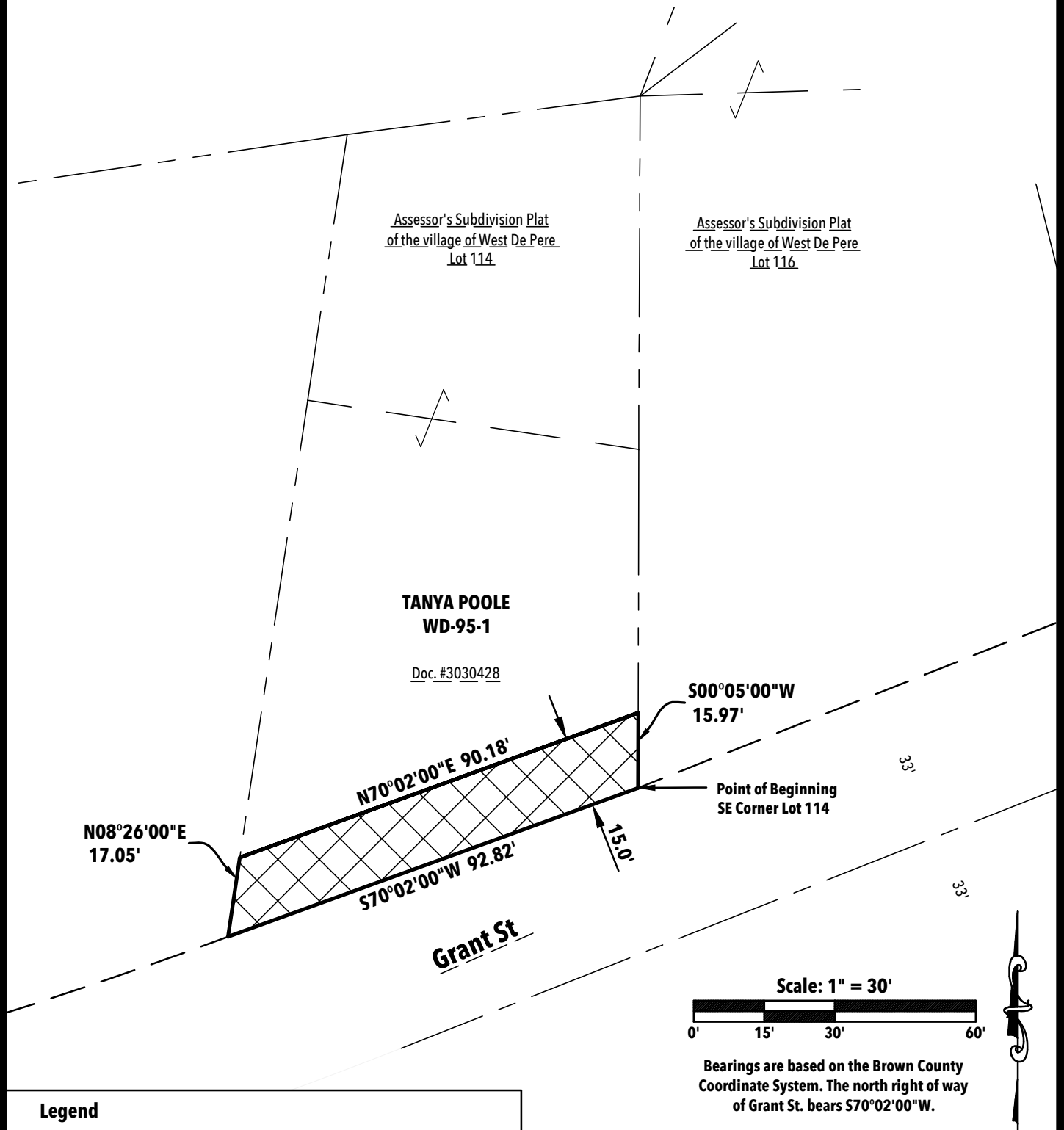
State of Wisconsin)
)ss.
Brown County)

This instrument was acknowledged before me on this _____ day of June, 2026, by the above-named person(s).

(Notary Public, State of Wisconsin)

My commission expires: _____

EXHIBIT 'A'



Legend



Proposed easement area = 1,373 Square Feet (0.032 Acres)

R:\0400\0404\0404514\Phase 1 622 Grant St\dwg\Easement 622 Grant.dwg

REL Robert E. Lee
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releecinc.com



CITY OF DE PERE
Engineering Division
925 S. Sixth Street
De Pere, Wisconsin 54115

Office (920) 339-4061
Fax (920) 339-4071

Date: 3/19/2026

REL Job #: 404514

Exhibit
Sheet 1 of 1



City of De Pere, Wisconsin

4.I

Request for Board of Public Works Action

Meeting Date:	June 8, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Consideration and possible action on award of Contract 26-14 Main Alley Reconstruction*
Recommendation:	Accept the bid from Peters Concrete Company in the amount of \$470,708.50.

Attachments:

2026 0608 CI_BOPW_Award_26-14, Project 26-14_Bid Tab, Project 26-14 Cover Sheet

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: June 8, 2026

RE: **Consideration and possible action on award of Contract 26-14 Main Alley Reconstruction***

The Engineering Department received bids for Project 26-14 Main Alley Reconstruction on Thursday, May 28, 2026. This project involves reconstructing the alley, north of Main from Fourth Street to Third Street, Third Street north of Main Avenue, and Fourth Street north of Main Avenue. In addition, parking areas adjacent to the alley and Third Street (Hicks Square) will be reconstructed and a dumpster enclosure constructed. The alley is currently rated a 2. Work is being completed in preparation for Main Avenue utility relay in 2027 and reconstruction in 2028. The bids received were as follows:

Contractor	Base Bid
Peters Concrete Company	\$470,708.50
De Groot, Inc.	\$502,975.77
Vinton Construction Company	\$524,097.00
Highway Landscapers	\$529,347.00
Kruczek Construction, Inc.	\$553,553.00

The budgeted amount from the capital improvement budget is \$344,000 with \$69,000 from the storm water utility and \$275,000 being bonded. Bonding will be increased to \$415,000 to cover additional costs for parking lot repairs adjacent to the alley and Third Street.

Staff's recommendation is to accept the bid from Peters Concrete Company in the amount of \$470,708.50.

Attachments:

Project 26-14 Bid Tab (PDF)
Project 26-14 Cover Sheet (PDF)



**Project 26-14
Main Alley Reconstruction**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Peters Concrete Company		De Groot, Inc.		Vinton Construction Company		Highway Landscapers, Inc.		Kruczek Construction Inc.	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
STORM SEWER													
ST-01	Remove and Relay 15" RCP (Class V) Storm Sewer	LF	150	\$105.00	\$15,750.00	\$155.88	\$23,382.00	\$115.30	\$17,295.00	\$150.00	\$22,500.00	\$165.00	\$24,750.00
ST-02	Remove and Relay 15" PVC, RCP (Class III), or PP Storm Sewer	LF	20	\$130.00	\$2,600.00	\$153.03	\$3,060.60	\$96.80	\$1,936.00	\$150.00	\$3,000.00	\$175.00	\$3,500.00
ST-03	Provide 12" PVC, RCP (Class III), or PP Storm Sewer	LF	280	\$78.00	\$21,840.00	\$149.36	\$41,820.80	\$76.55	\$21,434.00	\$125.00	\$35,000.00	\$135.00	\$37,800.00
ST-04	Provide 6" PVC Storm Sewer Lateral	LF	75	\$111.00	\$8,325.00	\$87.10	\$6,532.50	\$95.00	\$7,125.00	\$75.00	\$5,625.00	\$99.00	\$7,425.00
ST-05	Provide 12"x6" Storm Branch or Inserta Tee	EA	4	\$300.00	\$1,200.00	\$720.13	\$2,880.52	\$1,130.00	\$4,520.00	\$450.00	\$1,800.00	\$500.00	\$2,000.00
ST-06	Provide Storm Lateral Risers with Cap at Building	EA	1	\$850.00	\$850.00	\$492.88	\$492.88	\$345.00	\$345.00	\$350.00	\$350.00	\$300.00	\$300.00
ST-07	Provide Storm Sewer Lateral Tracer Wire Box	EA	5	\$120.00	\$600.00	\$177.76	\$888.80	\$156.00	\$780.00	\$550.00	\$2,750.00	\$120.00	\$600.00
ST-08	Provide 4' Diameter Storm Manhole	VF	13	\$1,230.00	\$15,990.00	\$1,297.52	\$16,867.76	\$1,160.00	\$15,080.00	\$1,075.00	\$13,975.00	\$1,000.00	\$13,000.00
ST-09	Remove and Replace Type A Catch Basin	EA	2	\$3,425.00	\$6,850.00	\$3,612.83	\$7,225.66	\$3,706.00	\$7,412.00	\$3,450.00	\$6,900.00	\$3,700.00	\$7,400.00
ST-10	Provide Type B Catch Basin	EA	3	\$4,540.00	\$13,620.00	\$4,593.25	\$13,779.75	\$4,572.00	\$13,716.00	\$3,300.00	\$9,900.00	\$4,550.00	\$13,650.00
ST-11	Connect to Existing Storm Sewer Structure	EA	1	\$1,950.00	\$1,950.00	\$2,424.00	\$2,424.00	\$1,256.00	\$1,256.00	\$550.00	\$550.00	\$1,422.00	\$1,422.00
ST-12	Connect to Existing Storm Sewer Pipe	EA	3	\$650.00	\$1,950.00	\$2,525.00	\$7,575.00	\$485.00	\$1,455.00	\$350.00	\$1,050.00	\$1,400.00	\$4,200.00
STREET AND DRAINAGE													
SD-01	Unclassified Excavation	CY	2050	\$24.95	\$51,147.50	\$29.44	\$60,352.00	\$37.78	\$77,449.00	\$28.00	\$57,400.00	\$44.00	\$90,200.00
SD-02	Provide 1 1/4" Crushed Aggregate Base Course	CY	1500	\$35.30	\$52,950.00	\$38.38	\$57,570.00	\$39.00	\$58,500.00	\$23.65	\$35,475.00	\$40.00	\$60,000.00
SD-03	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	TON	380	\$115.00	\$43,700.00	\$121.96	\$46,344.80	\$133.32	\$50,661.60	\$138.60	\$52,668.00	\$122.00	\$46,360.00
SD-04	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	500	\$130.00	\$65,000.00	\$137.87	\$68,935.00	\$135.34	\$67,670.00	\$140.70	\$70,350.00	\$137.00	\$68,500.00
SD-05	Provide Asphalt Patch	SY	20	\$70.00	\$1,400.00	\$95.45	\$1,909.00	\$57.57	\$1,151.40	\$60.00	\$1,200.00	\$100.00	\$2,000.00
SD-06	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	220	\$32.00	\$7,040.00	\$44.14	\$9,710.80	\$45.00	\$9,900.00	\$105.00	\$23,100.00	\$46.50	\$10,230.00
SD-07	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	110	\$26.00	\$2,860.00	\$44.14	\$4,855.40	\$38.50	\$4,235.00	\$75.00	\$8,250.00	\$36.50	\$4,015.00
SD-08	Remove and Replace 24" Concrete Curb and Gutter (Hand Form)	LF	85	\$80.00	\$6,800.00	\$87.62	\$7,447.70	\$75.00	\$6,375.00	\$105.00	\$8,925.00	\$90.00	\$7,650.00
SD-09	Provide 24" Concrete Curb and Gutter (Reject Pan)	LF	70	\$70.00	\$4,900.00	\$87.62	\$6,133.40	\$65.00	\$4,550.00	\$75.00	\$5,250.00	\$79.50	\$5,565.00
SD-10	Provide 24" Concrete Curb and Gutter (Roll Curb)	LF	50	\$60.00	\$3,000.00	\$84.44	\$4,222.00	\$65.00	\$3,250.00	\$75.00	\$3,750.00	\$75.50	\$3,775.00
SD-11	Provide 36" Concrete Flume	LF	240	\$60.00	\$14,400.00	\$66.41	\$15,938.40	\$60.00	\$14,400.00	\$65.00	\$15,600.00	\$57.75	\$13,860.00
SD-12	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	25	\$91.00	\$2,275.00	\$140.24	\$3,506.00	\$125.00	\$3,125.00	\$195.00	\$4,875.00	\$138.00	\$3,450.00
SD-13	Provide 8" Concrete Driveway and Dumpster Slab	SY	70	\$81.00	\$5,670.00	\$144.43	\$10,110.10	\$90.00	\$6,300.00	\$175.00	\$12,250.00	\$126.00	\$8,820.00
SD-14	Remove and Replace 6" Concrete Sidewalk and Ramp	SY	20	\$135.00	\$2,700.00	\$133.83	\$2,676.60	\$115.00	\$2,300.00	\$124.00	\$2,480.00	\$131.00	\$2,620.00
SD-15	Provide 6" Concrete Sidewalk and Ramp	SY	5	\$120.00	\$600.00	\$131.81	\$659.05	\$115.00	\$575.00	\$115.00	\$575.00	\$126.00	\$630.00
SD-16	Remove and Replace 4" Concrete Sidewalk	SY	70	\$118.00	\$8,260.00	\$116.86	\$8,180.20	\$115.00	\$8,050.00	\$115.00	\$8,050.00	\$110.00	\$7,700.00
SD-17	Provide 4" Concrete Sidewalk	SY	70	\$70.00	\$4,900.00	\$116.86	\$8,180.20	\$90.00	\$6,300.00	\$95.00	\$6,650.00	\$99.00	\$6,930.00
SD-18	Provide Thickened Concrete Edge (Dumpster Enclosure)	LF	55	\$25.00	\$1,375.00	\$48.48	\$2,666.40	\$35.00	\$1,925.00	\$10.00	\$550.00	\$42.00	\$2,310.00
SD-19	Provide 6" Thick Concrete Flume	SY	5	\$450.00	\$2,250.00	\$163.37	\$816.85	\$200.00	\$1,000.00	\$135.00	\$675.00	\$147.00	\$735.00
SD-20	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	1000	\$1.20	\$1,200.00	\$4.24	\$4,240.00	\$1.00	\$1,000.00	\$3.50	\$3,500.00	\$4.00	\$4,000.00
SD-21	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	25	\$10.00	\$250.00	\$10.10	\$252.50	\$10.00	\$250.00	\$12.00	\$300.00	\$8.00	\$200.00
SD-22	Provide Detectable Warning Field (Natural)	EA	2	\$465.00	\$930.00	\$477.23	\$954.46	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$478.00	\$956.00
SD-23	Drainage Swale Ditching	LF	15	\$30.00	\$450.00	\$35.35	\$530.25	\$30.00	\$450.00	\$55.00	\$825.00	\$22.00	\$330.00
SD-24	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	200	\$15.00	\$3,000.00	\$25.25	\$5,050.00	\$20.00	\$4,000.00	\$25.00	\$5,000.00	\$10.00	\$2,000.00



**Project 26-14
Main Alley Reconstruction**

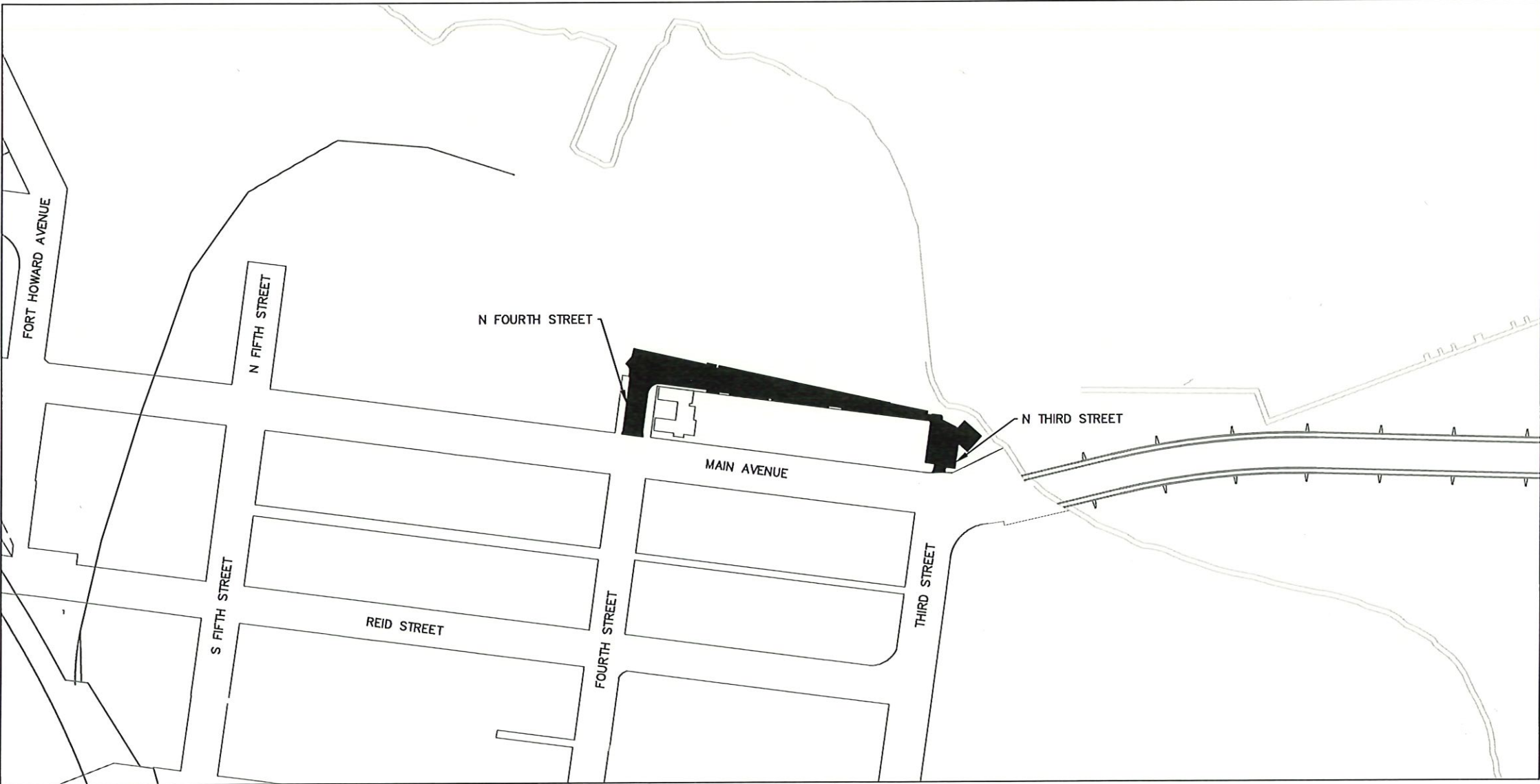
				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Peters Concrete Company		De Groot, Inc.		Vinton Construction Company		Highway Landscapers, Inc.		Kruczek Construction Inc.	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SPECIAL CONSTRUCTION													
SC-01	Provide Dumpster Enclosure	LS	1	\$31,410.00	\$31,410.00	\$12,726.00	\$12,726.00	\$40,000.00	\$40,000.00	\$51,350.00	\$51,350.00	\$28,000.00	\$28,000.00
SC-02	Provide Silt Fence	LF	60	\$3.00	\$180.00	\$5.05	\$303.00	\$8.00	\$480.00	\$5.00	\$300.00	\$3.50	\$210.00
SC-03	Provide Silt Sock	LF	255	\$3.00	\$765.00	\$6.06	\$1,545.30	\$10.00	\$2,550.00	\$9.00	\$2,295.00	\$11.00	\$2,805.00
SC-04	Inlet Protection Type B	EA	3	\$100.00	\$300.00	\$202.00	\$606.00	\$75.00	\$225.00	\$100.00	\$300.00	\$100.00	\$300.00
SC-05	Inlet Protection Type D	EA	5	\$100.00	\$500.00	\$202.00	\$1,010.00	\$135.00	\$675.00	\$150.00	\$750.00	\$100.00	\$500.00
SC-06	Erosion Control Revegetation Mat Class I-A	SY	120	\$4.00	\$480.00	\$4.04	\$484.80	\$6.00	\$720.00	\$4.00	\$480.00	\$10.00	\$1,200.00
SC-07	Adjust Manhole	EA	4	\$700.00	\$2,800.00	\$858.50	\$3,434.00	\$575.00	\$2,300.00	\$950.00	\$3,800.00	\$725.00	\$2,900.00
SC-08	Adjust Manhole New Casting	EA	1	\$1,300.00	\$1,300.00	\$1,388.75	\$1,388.75	\$1,085.00	\$1,085.00	\$1,500.00	\$1,500.00	\$725.00	\$725.00
SC-09	Remove and Replace Water Valve Riser Box	EA	1	\$450.00	\$450.00	\$505.00	\$505.00	\$730.00	\$730.00	\$1,250.00	\$1,250.00	\$600.00	\$600.00
SC-10	Provide and Install Flexible Sign Base with 8' Pole	EA	14	\$750.00	\$10,500.00	\$429.25	\$6,009.50	\$580.00	\$8,120.00	\$350.00	\$4,900.00	\$675.00	\$9,450.00
SC-11	Pavement Marking Epoxy Line 6-Inch White	LF	80	\$6.95	\$556.00	\$7.37	\$589.60	\$6.95	\$556.00	\$7.65	\$612.00	\$8.50	\$680.00
SC-12	Pavement Marking Epoxy Line 4-Inch White	LF	1700	\$4.65	\$7,905.00	\$4.93	\$8,381.00	\$4.65	\$7,905.00	\$5.12	\$8,704.00	\$5.50	\$9,350.00
SC-13	Pavement Marking Epoxy Handicap Symbol	EA	2	\$140.00	\$280.00	\$148.47	\$296.94	\$140.00	\$280.00	\$154.00	\$308.00	\$200.00	\$400.00
SC-14	Traffic Control	LS	1	\$31,700.00	\$31,700.00	\$5,050.00	\$5,050.00	\$30,000.00	\$30,000.00	\$13,500.00	\$13,500.00	\$25,000.00	\$25,000.00
SC-15	Remove and Salvage Signage to Owner	LS	1	\$500.00	\$500.00	\$1,262.50	\$1,262.50	\$850.00	\$850.00	\$4,500.00	\$4,500.00	\$950.00	\$950.00
SC-16	Remove and Dispose De Pere Chamber Signs	LS	1	\$2,500.00	\$2,500.00	\$1,212.00	\$1,212.00	\$850.00	\$850.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00
TOTAL AMOUNT BID:				\$470,708.50		\$502,975.77		\$524,097.00		\$529,347.00		\$553,553.00	

PROJECT 26-14
MAIN ALLEY RECONSTRUCTION

CITY OF DE PERE



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



SITE LOCATION MAP
N.T.S.

SHEET NO.	DESCRIPTION
G001	TITLE SHEET
G002	STANDARD ABBREVIATION & SYMBOLS
G003-G004	TYPICAL SECTIONS
G005	DEMOLITION PLAN
C101 - C102	PLAN AND PROFILE SHEETS
C103 - C106	CURB FLANGE PLAN AND PROFILE PLANS
C107 - C108	STREET GRADING DETAIL PLANS
C301 - C308	CROSS SECTIONS
C401	ALIGNMENT, BENCHMARKS AND CONTROL POINTS PLAN
C402	PAVEMENT SURFACE AND RESTORATION PLAN
C403	PAVEMENT MARKING AND SIGNAGE PLAN
C404	TRAFFIC CONTROL PLAN
C405	EROSION CONTROL PLAN
C406 - C409	MATCH POINT PHOTOS PLAN
C501	DUMPSTER CONSTRUCTION DETAILS
C502 - C505	CONSTRUCTION DETAILS

CITY OF DE PERE
BOARD OF PUBLIC WORKS

5/13/2026 E. P. Rakera
DATE CITY ENGINEER

5/14/2026 [Signature]
DATE CITY MANAGER

STAMPS:





City of De Pere, Wisconsin

4.J

Request for Board of Public Works Action

Meeting Date:	June 8, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Consideration and possible action on award of Contract 26-23 Berm Construction*
Recommendation:	Accept the bid from Relyco Plus LLC in the amount of \$253,607.32.

Attachments:

2026 0608 CE_Project_26-23_Award, Project 26-23_Bid Tab, Project 26-23 Cover Sheet

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: June 8, 2026

RE: **Consideration and possible action on award of Contract 26-23 Berm Construction***

The Engineering Department received bids for Project 26-23 Berm Construction on May 28, 2026. This project involves the creation of a new berm and modification to an existing berm off American Boulevard. The bids received are as follows:

Contractor	Total Bid
Relyco Plus LLC	\$253,607.32
Peters Concrete Company	\$284,243.64
MMC, Inc.	\$289,996.64

The project is being funded through TID 12 with the ongoing development.

Staff's recommendation is to accept the bid from Relyco, Inc. in the amount of \$253,607.32.

Attachments:

Project 26-23 Bid Tab (PDF)
Project 26-23 Cover Sheet (PDF)



**Project 26-23
Berm Construction**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Relyco Plus LLC		Peters Concrete Company		MCC, Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
STORM SEWER									
ST-01	Provide 18" Storm Sewer (RCP Class III, PVC, or PP)	LF	130	\$86.93	\$11,300.90	\$83.15	\$10,809.50	\$103.00	\$13,390.00
ST-02	Remove and Replace 18" Storm Sewer (RCP Class III, PVC, or PP)	LF	30	\$81.92	\$2,457.60	\$83.15	\$2,494.50	\$127.00	\$3,810.00
ST-03	Relocate Existing 18" RCP Endwall	EA	1	\$790.00	\$790.00	\$750.00	\$750.00	\$1,600.00	\$1,600.00
ST-04	Provide 18" RCP Endwall	EA	4	\$1,258.50	\$5,034.00	\$1,700.00	\$6,800.00	\$2,275.00	\$9,100.00
ST-05	Abandon/Remove Storm Sewer and Appurtenances	LS	1	\$1,195.00	\$1,195.00	\$1,500.00	\$1,500.00	\$4,080.00	\$4,080.00
STREET AND DRAINAGE									
SD-01	Provide Clearing and Grubbing	In Dia	10	\$55.00	\$550.00	\$5.00	\$50.00	\$63.00	\$630.00
SD-02	Excavation and Placing Fill (Proposed Berm)	CY	9050	\$5.33	\$48,236.50	\$5.27	\$47,693.50	\$4.45	\$40,272.50
SD-03	Excavation and Placing Fill (Fill Stockpile)	CY	12900	\$7.76	\$100,104.00	\$8.88	\$114,552.00	\$6.75	\$87,075.00
SD-04	Top Soil Stripping (Proposed Berm)	SY	7890	\$0.61	\$4,812.90	\$0.45	\$3,550.50	\$1.15	\$9,073.50
SD-05	Top Soil Stripping at Fill Stockpile	SY	2200	\$0.61	\$1,342.00	\$0.45	\$990.00	\$1.15	\$2,530.00
SD-06	Drainage Swale Ditching	LF	300	\$3.70	\$1,110.00	\$5.00	\$1,500.00	\$10.00	\$3,000.00
SD-07	Landscaping - Topsoil, Seed, Erosion Mat Class I Urban and Fertilizer	SY	8500	\$3.09	\$26,265.00	\$2.96	\$25,160.00	\$3.20	\$27,200.00
SD-08	Landscaping - Topsoil, Temporary Nurse Crop, Erosion Mat Class I Urban and Fertilizer	SY	4500	\$2.61	\$11,745.00	\$2.86	\$12,870.00	\$3.10	\$13,950.00
SD-09	Landscaping - Topsoil, Seed, Mulch and Fertilizer	SY	2300	\$2.21	\$5,083.00	\$1.95	\$4,485.00	\$2.55	\$5,865.00
SD-10	Landscaping - Topsoil, Temporary Nurse Crop and Mulch	SY	34400	\$0.58	\$19,952.00	\$1.05	\$36,120.00	\$1.55	\$53,320.00
SPECIAL CONSTRUCTION									
SC-01	Provide Silt Fence	LF	1600	\$2.10	\$3,360.00	\$2.75	\$4,400.00	\$3.00	\$4,800.00
SC-02	Erosion Bale Ditch Checks	EA	60	\$15.00	\$900.00	\$0.01	\$0.60	\$0.01	\$0.60
SC-03	Inlet Protection Type D	EA	4	\$130.00	\$520.00	\$0.01	\$0.04	\$0.01	\$0.04
SC-04	Provide Medium Rip Rap and Geotextile Fabric (Type HR)	SY	210	\$42.14	\$8,849.40	\$35.80	\$7,518.00	\$38.00	\$7,980.00
SC-05	Provide Tracking Pad	EA	2	\$0.01	\$0.02	\$1,500.00	\$3,000.00	\$1,160.00	\$2,320.00
TOTAL AMOUNT BID:				\$253,607.32		\$284,243.64		\$289,996.64	

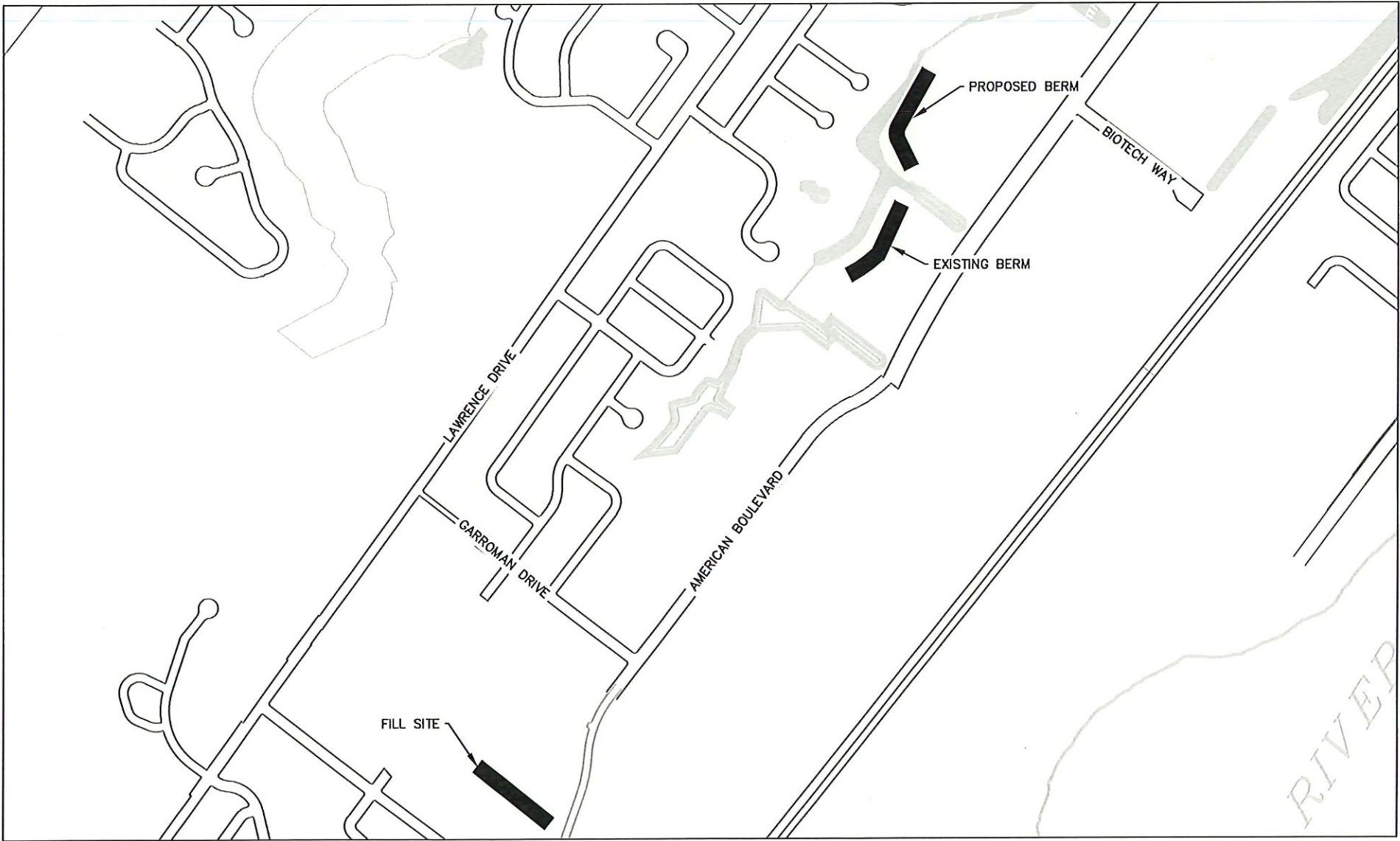
PROJECT 26-23

BERM CONSTRUCTION

CITY OF DE PERE



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



SITE LOCATION MAP
N.T.S.

SHEET NO.	DESCRIPTION
G001	TITLE SHEET
G002	STANDARD ABBREVIATION & SYMBOLS
C101	STORM PLAN AND PROFILE SHEETS
C401 - C402	GRADING PLAN SHEETS
C403	ACCESS ROUTE PLAN SHEET
C404	RESTORATION PLAN SHEET
C405	EROSION CONTROL PLAN SHEET
C406	FILL SITE GRADING AND EROSION CONTROL PLAN SHEET
C407	FILL SITE ACCESS ROUTE AND RESTORATION PLAN SHEET
C501	CONSTRUCTION DETAILS

CITY OF DE PERE
BOARD OF PUBLIC WORKS

5/13/2026

DATE

CITY ENGINEER

E. P. Rakers

5/13/24

DATE

CITY MANAGER

[Signature]

STAMPS:



5/13/2026



City of De Pere, Wisconsin

4.K

Request for Board of Public Works Action

Meeting Date:	June 8, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Consideration and possible action on award of Request for Proposals for 2026 Phragmites Mitigation*
Recommendation:	Accept the proposal from Birenbaum Family Farms, LLC in the amount of \$5,679.05.

Attachments:

2026 0608 CI_BOPW_Award_Phragmites_Mitigation, 2026 0528
2026_Phragmites_Proposal_Summary, 2026 Phragmites Mitigation RFP_Packet

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: June 8, 2026

RE: **Consideration and possible action on award of Request for Proposals for 2026 Phragmites Mitigation***

The Engineering Department received proposals for 2026 Phragmites Mitigation on May 28, 2026. The work is for treating phragmites on several swales and storm water ponds. Locations are included in the attached proposal. The proposals received are as follows:

Contractor	Estimate
Birenbaum Family Farms, LLC	\$5,679.05
Merjent, Inc.	\$8,233.17

The allocated budget amount for pond trapping is \$20,000.00 from the Storm Water Utility. Additional work may be added to this project as locations with phragmites are identified.

Staff's recommendation is to accept the proposal from Birenbaum Family Farms, LLC in the amount of \$5,679.05.

Attachments:

2026 Phragmites Mitigation Summary
2026 Phragmites Mitigation RFP Packet



2026 Phragmites Mitigation

				BIDDER NO. 1		BIDDER NO. 2	
				Birenbaum Family Farms, LLC		Merjent, Inc.	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid
A	Kickoff Meeting	LS	1	\$300.00	\$ 300.00	\$400.00	\$ 400.00
B	Glyphosate	GAL	2.25	\$17.00	\$ 38.25	\$80.00	\$ 180.00
C	Imazapyr	GAL	2.25	\$108.00	\$ 243.00	\$105.00	\$ 236.25
D	Herbicide Application	SY	28652	\$0.15	\$ 4,297.80	\$0.21	\$ 6,016.92
E	Herbicide Treatment Records	LS	1	\$800.00	\$ 800.00	\$1,400.00	\$ 1,400.00
TOTAL AMOUNT BID:				\$	5,679.05	\$	8,233.17

**REQUEST FOR PROPOSALS
FOR
2026 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 Chase Kuffel, Assistant City Engineer, by Thursday, May 28, 2026, at 2:00 PM CDT. Proposals shall be submitted via email at ckuffel@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 Chase Kuffel, Assistant City Engineer. The treatment locations identified as part of this RFP are as follows:

1. Lawrence Drive – Dry pond south of Grant Street and west of USH 41.
2. Venture Avenue Pond (Parcel #: WD-D0078)
3. Richco Court pond and swale (Parcel #: WD-L179-3 and WD-L178-3)
4. Everett Drive swale (Parcel #: WD-2333)

5. Honeysuckle pond swale (Parcel #: WD-1045)
6. Southwest Park Dry and Wet ponds (Parcel #: WD-1262 and WD-L445)
7. South Stellita Circle wet pond (Parcel #: WD-2184)
8. Tullig Place wet pond (Parcel #: WD-1753)

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 June 8, 2026 and June 16, 2026 for consideration and approval. Chemical treatment of phragmites is planned to be completed by October 31, 2026.

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: _____

Company Address Line 1: _____

Company Address Line 2: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

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	\$	\$
B	Glyphosate	GAL	2.25	\$	\$
C	Imazapyr	GAL	2.25	\$	\$
D	Herbicide Application	SY	28,652	\$	\$
E	Herbicide Treatment Records	LS	1	\$	\$
PROPOSAL TOTAL					\$



**CITY OF DE PERE
CONTRACT FOR PURCHASE OF SERVICES**

1. PARTIES.

This is a Contract between the City of De Pere, a Wisconsin municipal corporation, hereafter referred to as the "City" and _____, hereafter referred to as "Contractor."

The Contractor is a:

- | | | | |
|--|---|--|------------------------------|
| ☐ Corporation | ☐ Limited Liability Company | ☐ General Partnership | ☐ LLP |
| ☐ Sole Proprietor | ☐ Unincorporated Association | ☐ Other: _____ | |

2. PURPOSE.

The purpose of this Contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

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.

4. ORDER OF PRECEDENCE.

In the event of a conflict between the terms of this Contract and the terms of any document attached or incorporated herein, the terms of this Contract, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

5. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the City Manager and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of De Pere, unless another effective date is specified in the attachment(s) incorporated in Section 3. The effective date of this Contract shall be _____. The term of this Contract shall be _____ terminating on _____.

6. ENTIRE AGREEMENT.

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

7. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

8. DESIGNATED REPRESENTATIVE

- A.** Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.

- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

9. PROSECUTION AND PROGRESS.

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 5, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, strikes, labor disputes, epidemic or pandemic, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 23 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

10. AMENDMENT.

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

11. EXTRA SERVICES.

The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 23.B. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 22, unless the Contract is amended as provided in Section 10 above.

12. NO WAIVER.

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

13. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

FOR THE
CONTRACTOR:

15. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.

The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the City prior to payment. The Contractor is informed that as an independent Contractor, they may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. GOODWILL.

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

17. THIRD PARTY RIGHTS.

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. AUDIT AND RETAINING OF DOCUMENTS.

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. CHOICE OF LAW.

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

20. CONTRACTOR COMPLIANCE AND RESPONSIBILITY.

A. LAWS TO BE OBSERVED/LICENSING AND PERMITS.

- (1) The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The Contractor shall indemnify and hold 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. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- (2) Contractor shall procure and be required to demonstrate valid possession of appropriate required permits and licenses necessary and incidental to the work required hereunder and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

B. WORK SAFETY AND HEALTH.

- (1) 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 may determine reasonably necessary, to protect the life and health employees on the job and the safety of the public and to protect the property in connection with the performance of the work covered by the Contract.

C. CONTRACTOR'S RESPONSIBILITY FOR WORK.

- (1) Until acceptance of the work by the City, as provided under Section 9(E), 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 of nonexecution 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 cause before acceptance and shall bear the expense thereof, except damage to the work due to unforeseeable causes beyond control of and without the fault of 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 City.

21. CONFLICT OF INTEREST.

- A.** The Contractor warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B.** The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

22. COMPENSATION.

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$____.

23. BASIS FOR PAYMENT.

A. GENERAL.

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 22 of this Contract. The City will pay the Contractor for completed and approved "extra services," if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.

- (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, arising under this Agreement.
- (6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 10, AMENDMENT.
- (7) The City will not compensate for unsatisfactory performance by the Contractor.

B. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 11 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 10 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 14 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of the additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

24. WARRANTY OF MATERIALS AND WORKMANSHIP.

The Contractor warrants all materials furnished and work performed under this Agreement to be free of defects in materials and workmanship for a period of one (1) year from the date of final payment (the "Warranty Period"). The Contractor shall, at its expense and within a reasonable time after receipt of written notice from the City, promptly repair or replace any defective materials or workmanship. Any repair or replacement performed under this warranty shall itself be warranted for one (1) year from the date of repair or replacement. If the Contractor fails to commence correction within thirty (30) days of notice, the City may correct the defect and recover cost from the Contractor. The Contractor shall also obtain and assign to the City all warranties from any and all subcontractors, manufacturers, and suppliers, and shall enforce the same for the benefit of the City.

25. CANCELCATION/TERMINATION.

- A.** The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- B.** The City may terminate this Contract for any reason upon 30 days prior written notification to Contractor. Termination by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
- C.** In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Contractor, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Contractor under the Contract.
- D.** Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

26. INDEMNIFICATION.

Contractor hereby agrees to indemnify, defend and hold harmless the City of De Pere its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be

imposed on City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City of De Pere, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

27. LIMITATION OF LIABILITY

Neither City nor Contractor will be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages.

28. INSURANCE.

It is hereby agreed and understood that the insurance required by the City of De Pere is primary coverage and that any insurance or self-insurance maintained by the City of De Pere, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the Contract.

1. GENERAL LIABILITY COVERAGE

Commercial General Liability. Policy will be written to provide coverage for, but not limited to, the following: Premises and Operations Liability, Products and Completed Operations, Personal Injury, Blanket Contractual Liability coverage for the joint negligence of the City of De Pere, its officers, council members, agents, employees, authorized volunteers and the named insured, Broad Form Property Damage, Independent Contractor's coverage, and coverage for Property Damage from Perils of Explosion, Collapse, or Damage to Underground Utilities (commonly known as XCU coverage). Limits of liability not less than:

1. \$2,000,000 general aggregate;
2. \$1,000,000 products/completed operations aggregate per project;
3. \$1,000,000 personal injury and advertising injury per project; and
4. \$1,000,000 each occurrence limit.

2. AUTOMOBILE LIABILITY COVERAGE

A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Business automobile policy must cover liability for "Any Auto" - including Owned, Non-Owned private passenger automobile and commercial vehicles and Hired automobiles

3. UMBRELLA LIABILITY

Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$2,000,000 each occurrence, \$4,000,000 aggregate.

4. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability Insurance. Statutory workers compensation benefits and employers' liability insurance with a limit of liability no less than \$1,000,000 each accident. This policy shall be endorsed to include a waiver of subrogation in favor of City. Contractor shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

5. PROPERTY COVERAGE

Property Insurance. Each party to this Agreement will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and City structures, fencing, or support systems that may be placed on, within, or around City Facilities to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance.

6. ADDITIONAL PROVISIONS

- * **Additional Insured** – The City of De Pere, and its elected or appointed officials, officers, employees, agents and authorized volunteers shall be named as “Additional Insureds” on all Liability policies.
- * **Waiver of Workers Compensation Subrogation** - The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of De Pere.
- * **Certificates of Insurance** – Certificates of Insurances, Commercial General, Umbrella and Additional Insured Endorsements acceptable to the City shall be submitted prior to commencement of the work.
- * **Endorsement** -The Additional Insured and Workers’ Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
- * **Occurrence Basis** – All policies, other than workers compensation, shall be written on an occurrence and not on a claims-made basis.
- * **Notice** - City of De Pere requires thirty (30) day advance written notice of cancellation.
- * **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove of any insurance company. A minimum rating of no less than A and Financial Size Category of no less than Class VI is required.
- * **Prohibited Exclusions** - No policies of insurance required to be obtained by Contractor or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with City except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to City’s employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by Contractor’s contractors or contractors employees, servants, or agents.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City’s representative upon execution of the Contract, or sooner, for approval by the City. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of De Pere
335 South Broadway
De Pere, WI 54115

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. CONFIDENTIAL INFORMATION

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential (“**Confidential Information**”) as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. OPEN RECORDS

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks

of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. FORCE MAJEURE.

Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

31. AUTHORITY.

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

32. COUNTERPARTS, ELECTRONIC DELIVERY.

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands at De Pere, Wisconsin.

CONTRACTOR:

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

CITY OF DE PERE
A Wisconsin municipal corporation:

By: _____
Kimberly T. Flom, City Manager

Date: _____

By: _____
Carey E. Danen, City Clerk

Date: _____

PHRAGMITES 

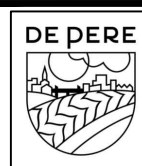
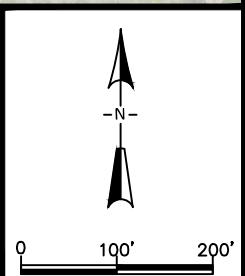
0.89 ACRES
(4,309 SY)
TOTAL FOR EXHIBIT 1

ACCESS SITE FROM
LAWRENCE DRIVE

USH 41

LAWRENCE DRIVE

GRANT STREET



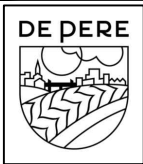
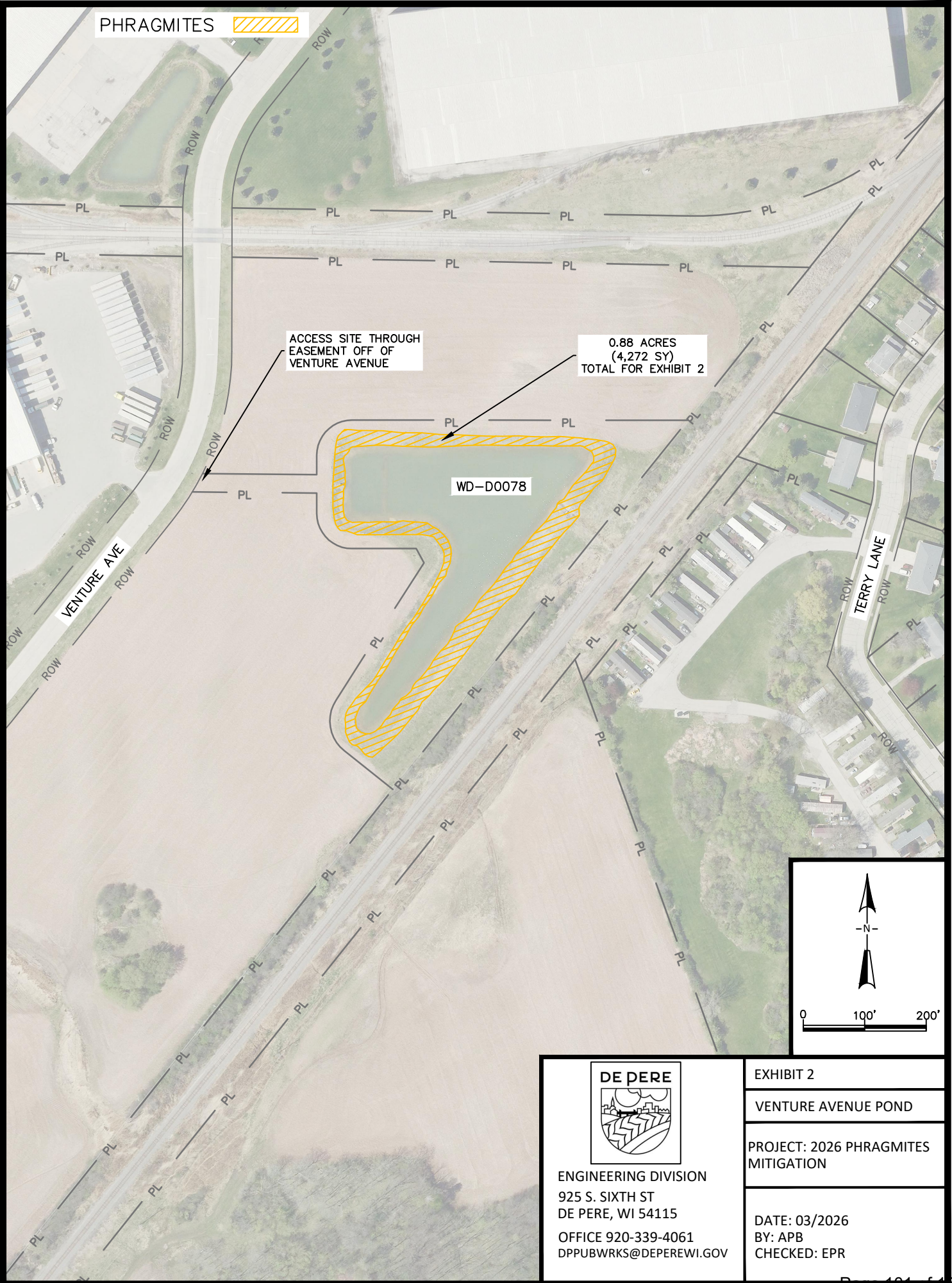
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 1

LAWRENCE DRIVE POND

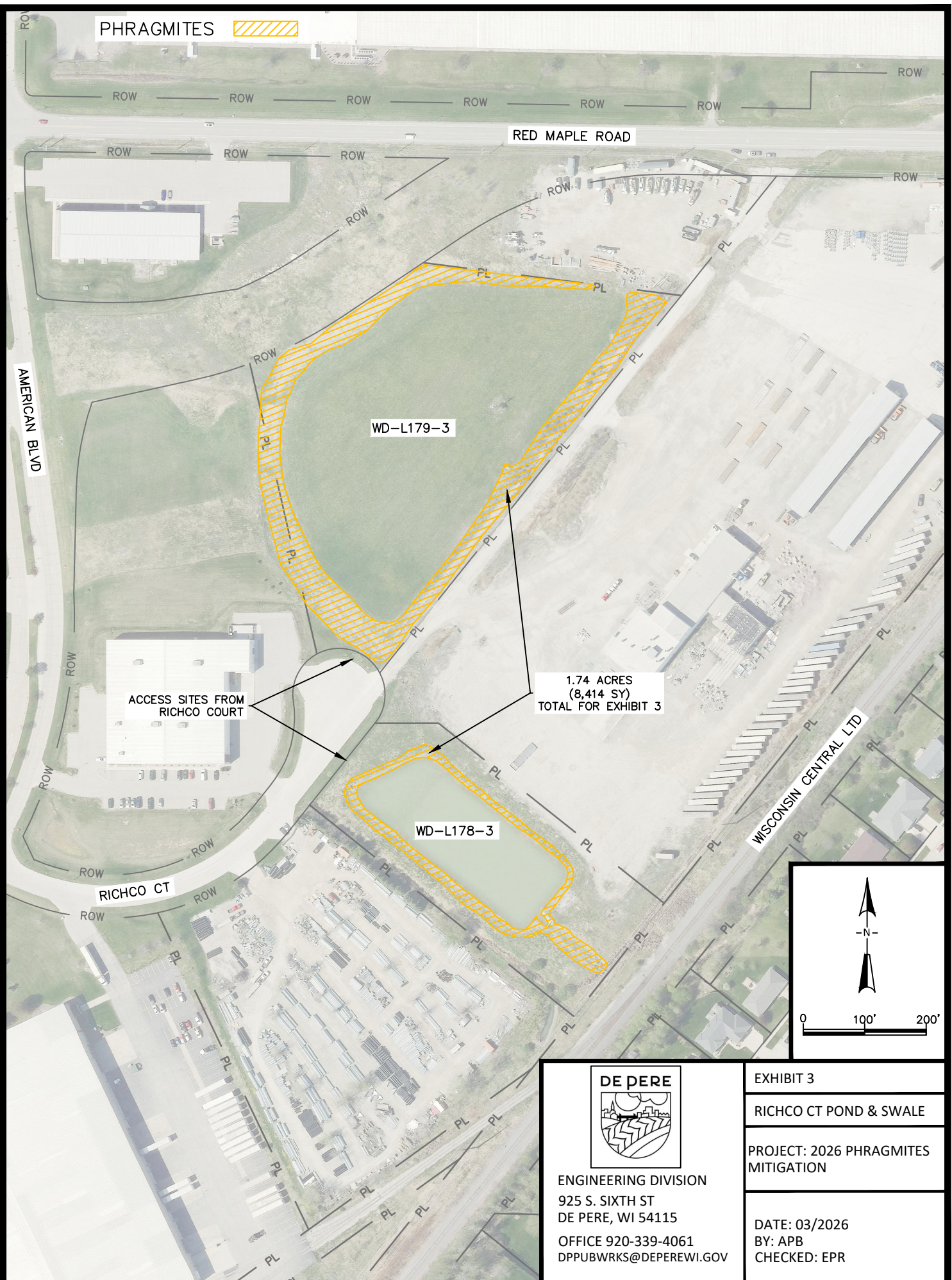
PROJECT: 2026 PHRAGMITES
MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 2
VENTURE AVENUE POND
PROJECT: 2026 PHRAGMITES MITIGATION
DATE: 03/2026 BY: APB CHECKED: EPR



PHRAGMITES



RED MAPLE ROAD

AMERICAN BLVD

WD-L179-3

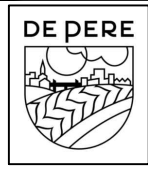
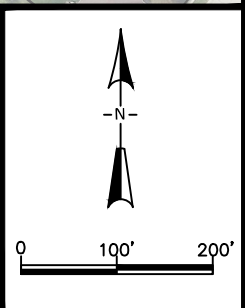
ACCESS SITES FROM
RICHCO COURT

1.74 ACRES
(8,414 SY)
TOTAL FOR EXHIBIT 3

WD-L178-3

WISCONSIN CENTRAL LTD

RICHCO CT



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 3
RICHCO CT POND & SWALE
PROJECT: 2026 PHRAGMITES MITIGATION
DATE: 03/2026 BY: APB CHECKED: EPR

PHRAGMITES 

EMPLOYERS BLVD

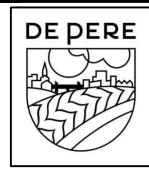
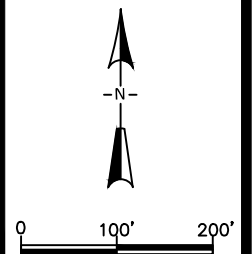
0.27 ACRES
(1,306 SY)
TOTAL FOR EXHIBIT 4

ACCESS SITE FROM
EVERETT DRIVE

WD-2333

EVERETT DR

N HONEYSUCKLE CT



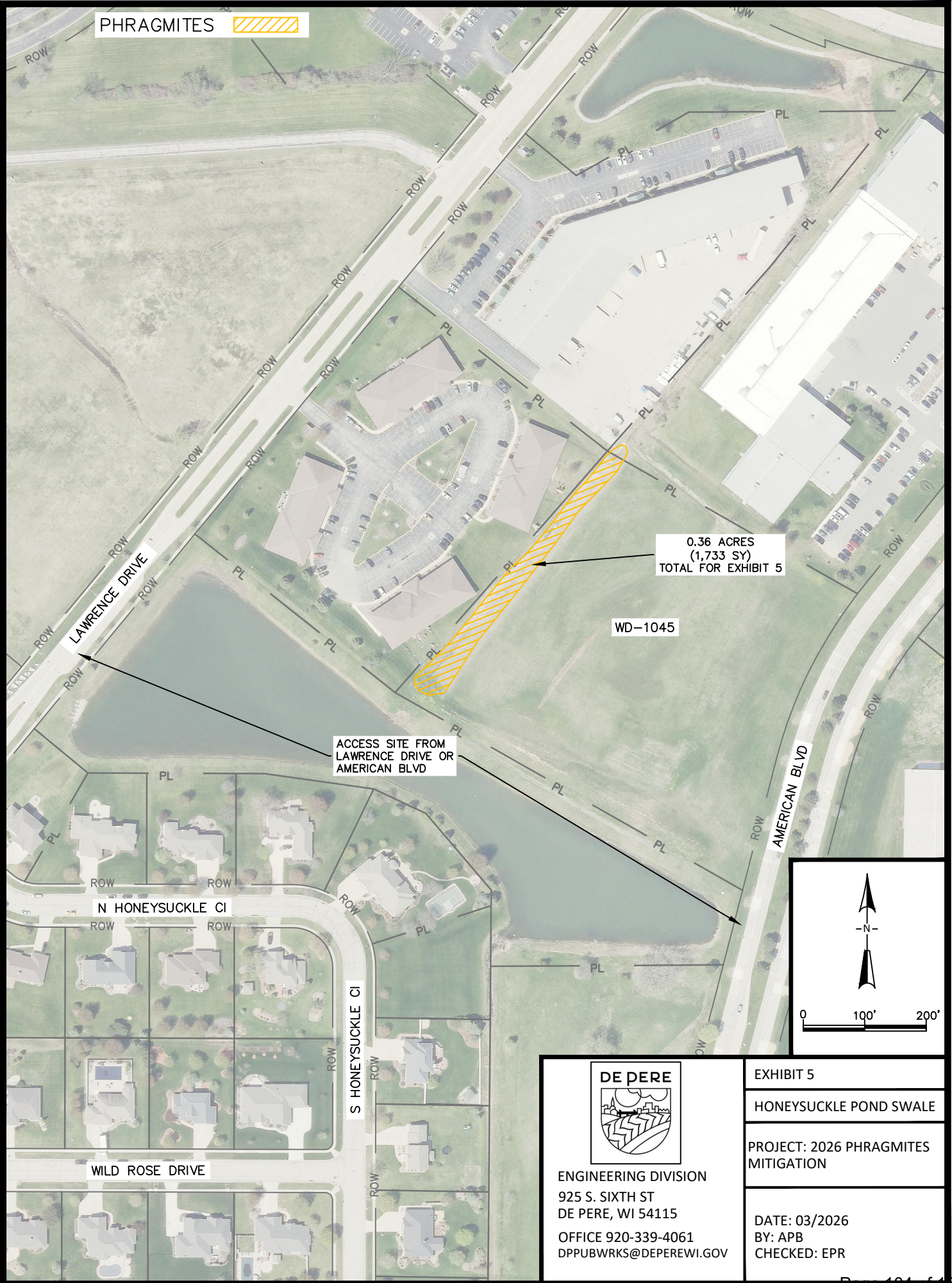
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 4

EVERETT DRIVE SWALE

PROJECT: 2026 PHRAGMITES
MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR



PHRAGMITES



0.36 ACRES
(1,733 SY)
TOTAL FOR EXHIBIT 5

WD-1045

ACCESS SITE FROM
LAWRENCE DRIVE OR
AMERICAN BLVD

N HONEYSUCKLE CT

S HONEYSUCKLE CT

WILD ROSE DRIVE

AMERICAN BLVD

DE PERE



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 5

HONEYSUCKLE POND SWALE

PROJECT: 2026 PHRAGMITES
MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR

PHRAGMITES 

ACCESS SITE THROUGH
EASEMENT OFF OF
DAYTONA SPEEDWAY

POCONO CT

2354
DAYTONA
SPEEDWAY

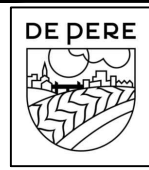
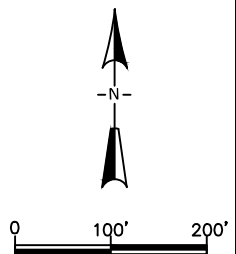
TALLADEGA SPEEDWAY

DAYTONA SPEEDWAY

1.28 ACRES
(6,178 SY)
TOTAL FOR EXHIBIT 6

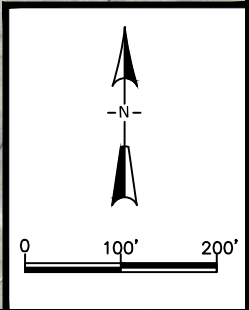
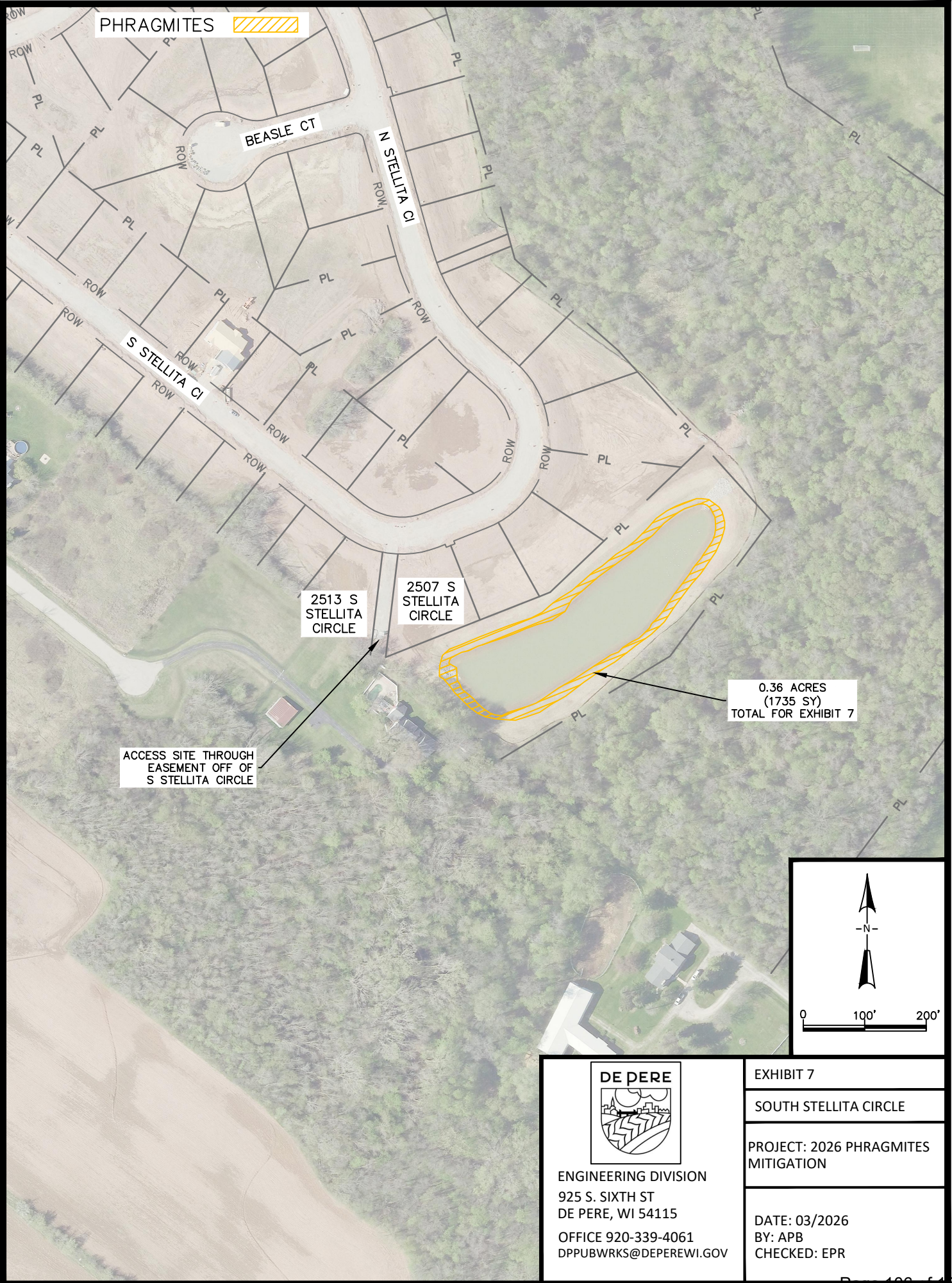
CITY OF
DEPERE
SOUTHWEST
PARK

ACCESS SITE THROUGH
PARK ENTRANCE OFF
OF LAWRENCE DRIVE



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 6
DE PERE SOUTHWEST PARK
PROJECT: 2026 PHRAGMITES MITIGATION
DATE: 03/2026 BY: APB CHECKED: EPR



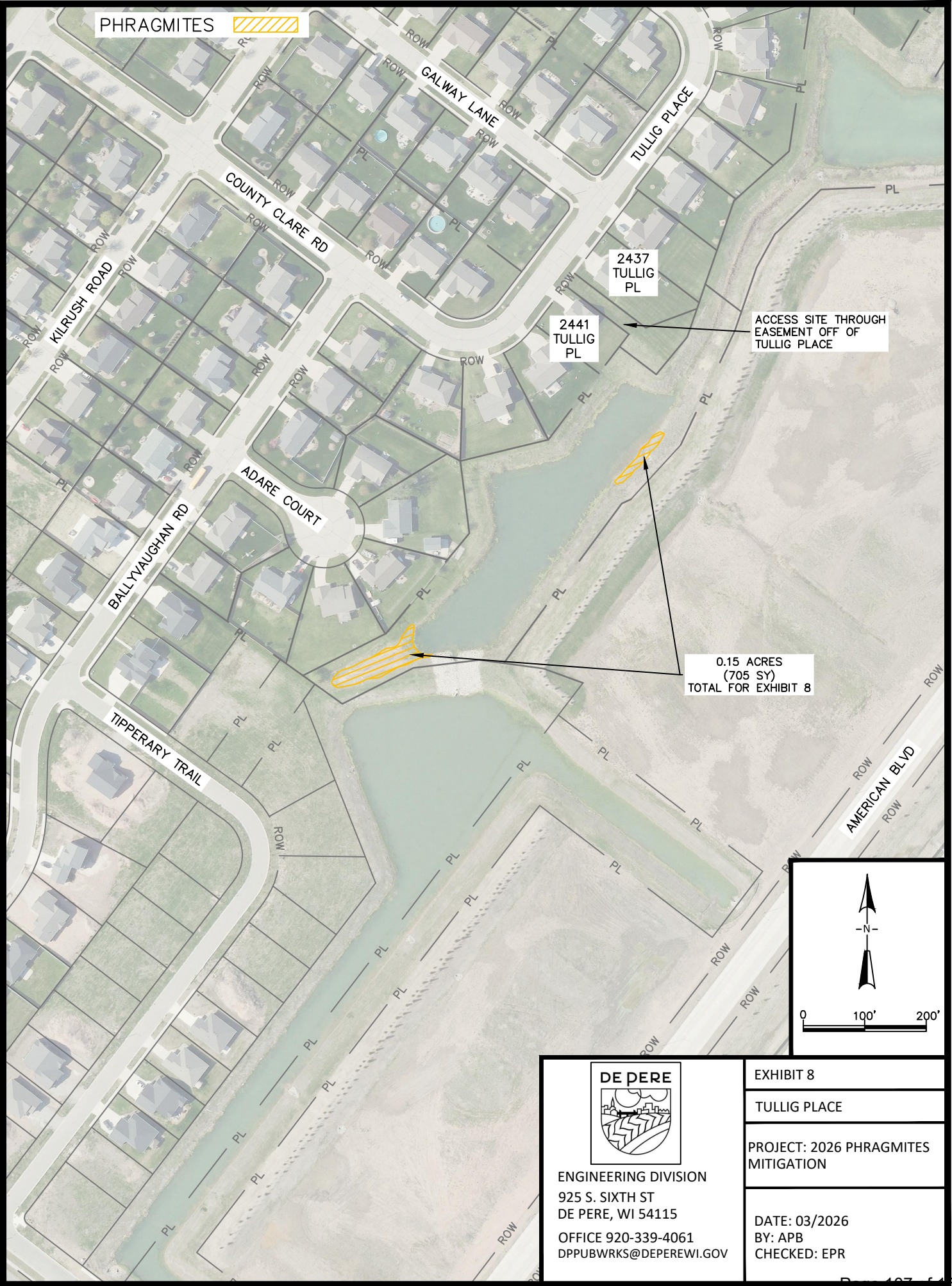
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 7

SOUTH STELLITA CIRCLE

PROJECT: 2026 PHRAGMITES
MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR





City of De Pere, Wisconsin

4.L

Request for Board of Public Works Action

Meeting Date:	June 8, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Consideration and possible action on award of Request for Proposals for 2026 Pond Trapping Services*
Recommendation:	Accept the proposal from Suamico Trap, LLC in the amount of \$6,963.00.

Attachments:

2026 0608 CI_BOPW_Award_Pond_Trapping, 2026 0528
2026_Pond_Trapping_Proposal_Summary, 2026_Trapping_RFP_Packet

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: June 8, 2026

RE: **Consideration and possible action on award of Request for Proposals for 2026 Pond Trapping Services***

The Engineering Department received proposals for Trapping Services on May 28, 2026. The work is for trapping of muskrats at storm water detention ponds. May 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	Estimate
Suamico Trap, LLC	\$6,963.00
Trapper Tom	\$7,935.00
Suburban Wildlife Solutions, LLC	\$10,743.00
Fox Valley Wildlife Control, LLC	\$39,025.00

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

Staff's recommendation is to accept the proposal from Suamico Trap, LLC in the amount of \$6,963.00.

Attachments:

2026 Trapping Proposal Summary
2026 Trapping RFP Packet



2026 Pond Trapping

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Suamico Trap, LLC		Trapper Tom		Suburban Wildlife Solutions, LLC		Fox Valley Wildlife Control, LLC	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
Fall 2026 Trapping											
Fall-1	SW Business Park Pond System (19.02 Acres)	LS	1	\$2,660.00	\$ 2,660.00	\$1,130.00	\$ 1,130.00	\$3,195.00	\$ 3,195.00	\$18,000.00	\$ 18,000.00
Fall-2	Honeysuckle Pond and Swale (5.81 Acres)	LS	1	\$812.00	\$ 812.00	\$640.00	\$ 640.00	\$750.00	\$ 750.00	\$4,000.00	\$ 4,000.00
Fall-3	Lawrence Drive Pond (1.23 Acres)	LS	1	\$250.00	\$ 250.00	\$510.00	\$ 510.00	\$900.00	\$ 900.00	\$1,200.00	\$ 1,200.00
Fall-4	Dog Park Pond (4.82 Acres)	LS	1	\$675.00	\$ 675.00	\$820.00	\$ 820.00	\$1,109.00	\$ 1,109.00	\$3,500.00	\$ 3,500.00
Fall-5	Commerce Drive Pond (3.66 Acres)	LS	1	\$513.00	\$ 513.00	\$665.00	\$ 665.00	\$838.00	\$ 838.00	\$2,500.00	\$ 2,500.00
Fall-6	Daytona Speedway Pond (0.47 Acres)	LS	1	\$250.00	\$ 250.00	\$510.00	\$ 510.00	\$480.00	\$ 480.00	\$675.00	\$ 675.00
Fall-7	Mystic Creek Pond (2.20 Acres)	LS	1	\$330.00	\$ 330.00	\$610.00	\$ 610.00	\$579.00	\$ 579.00	\$1,000.00	\$ 1,000.00
Fall-8	Lawrence Drive / Grant Street Ponds (1.23 Acres)	LS	1	\$250.00	\$ 250.00	\$820.00	\$ 820.00	\$590.00	\$ 590.00	\$1,200.00	\$ 1,200.00
Fall-9	Trailside Lane Pond (1.14 Acres)	LS	1	\$250.00	\$ 250.00	\$820.00	\$ 820.00	\$710.00	\$ 710.00	\$1,300.00	\$ 1,300.00
Fall-10	Garrity's Glen Pond (4.82 Acres)	LS	1	\$723.00	\$ 723.00	\$900.00	\$ 900.00	\$1,111.00	\$ 1,111.00	\$5,000.00	\$ 5,000.00
Fall-11	Payton Court Pond (0.53 Acres)	LS	1	\$250.00	\$ 250.00	\$510.00	\$ 510.00	\$481.00	\$ 481.00	\$650.00	\$ 650.00
TOTAL AMOUNT BID:				\$ 6,963.00		\$ 7,935.00		\$ 10,743.00		\$ 39,025.00	

**Request for Proposals
For
Trapping Services**

The City of De Pere would like to invite your company to submit a proposal for muskrat trapping in Fall of 2026.

Your proposal must be submitted to our office by 2:00 PM on Thursday, May 28, 2026. Proposals can be emailed to Chase Kuffel, Assistant City Engineer at ckuffel@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. Dog Park Pond
5. Commerce Drive Pond
6. Daytona Speedway Pond
7. Mystic Creek Pond
8. Lawrence Drive / Grant Street Ponds
9. Trailside Lane Pond
10. Garrity's Glen Pond
11. Payton Court Pond

Muskrat removal will consist of one trapping period at each pond in the Fall of 2026. The trapping period for each pond 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 18, 2026.

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 #12 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 #12 for traffic control requirements.)
3. Exhibit #3: Lawrence Drive Pond
 - Access site from Preserve Trail
4. Exhibit #4: Dog Park Pond
 - Access site Biotech Way from the south side of the pond.
5. Exhibit #5: Commerce Drive Pond
 - Parking along pond border. An access easement has been maintained to this pond through the Amerilux Site.
6. Exhibit #6: Daytona Speedway Pond
 - Talladega Speedway
 - Storm easement between 1967 and 1975 S. Cross Creek Circle
7. Exhibit #7: Mystic Creek Pond
 - Parking on S Stellita Circle
 - Access site through lift station driveway by foot only
8. Exhibit #8: Lawrence Drive / Grant Street Ponds
 - Parking off the grassed terrace west of Lawrence Drive
(See Exhibit #12 for traffic control requirements.)
 - Access off Lawrence Drive

7. Exhibit #9: Trailside Lane Pond
 - Access off Killarny Trail
 - Access off Trailside Lane
8. Exhibit #10: Garrity's Glen Pond
 - Parking on the grassed terrace on American Boulevard
(See Exhibit #12 for traffic control requirements.)
 - Access off Garroman Dr
9. Exhibit #11: Payton Court Pond
 - Storm easement between 1822 and 1844 Payton Court.

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.

Exhibits of each site are attached.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Item #	Description	Unit	Quantity	Total
Fall 2026 Trapping				
Fall-1	SW Business Park Pond System	ACRES	19.02	\$
Fall-2	Honeysuckle Pond and Swale	ACRES	5.81	\$
Fall-3	Lawrence Drive Pond	ACRES	1.23	\$
Fall-4	Dog Park Pond	ACRES	4.82	\$
Fall-5	Commerce Drive Pond	ACRES	3.66	\$
Fall-6	Daytona Speedway Pond	ACRES	0.47	\$
Fall-7	Mystic Creek Pond	ACRES	2.20	\$
Fall-8	Lawrence Drive / Grant Street Ponds	ACRES	1.23	\$
Fall-9	Trailside Lane Pond	ACRES	1.14	\$
Fall-10	Garrity's Glen Pond	ACRES	4.82	\$
Fall-11	Payton Court Pond	ACRES	0.53	\$
PROPOSAL TOTAL				\$



**CITY OF DE PERE
CONTRACT FOR PURCHASE OF SERVICES**

1. PARTIES.

This is a Contract between the City of De Pere, a Wisconsin municipal corporation, hereafter referred to as the "City" and _____, hereafter referred to as "Contractor."

The Contractor is a:

- | | | | |
|--|---|--|------------------------------|
| ☐ Corporation | ☐ Limited Liability Company | ☐ General Partnership | ☐ LLP |
| ☐ Sole Proprietor | ☐ Unincorporated Association | ☐ Other: _____ | |

2. PURPOSE.

The purpose of this Contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

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.

4. ORDER OF PRECEDENCE.

In the event of a conflict between the terms of this Contract and the terms of any document attached or incorporated herein, the terms of this Contract, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

5. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the City Manager and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of De Pere, unless another effective date is specified in the attachment(s) incorporated in Section 3. The effective date of this Contract shall be _____. The term of this Contract shall be _____ terminating on _____.

6. ENTIRE AGREEMENT.

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

7. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

8. DESIGNATED REPRESENTATIVE

- A.** Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.

- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

9. PROSECUTION AND PROGRESS.

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 5, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, strikes, labor disputes, epidemic or pandemic, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 23 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

10. AMENDMENT.

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

11. EXTRA SERVICES.

The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 23.B. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 22, unless the Contract is amended as provided in Section 10 above.

12. NO WAIVER.

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

13. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

FOR THE
CONTRACTOR:

15. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.

The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the City prior to payment. The Contractor is informed that as an independent Contractor, they may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. GOODWILL.

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

17. THIRD PARTY RIGHTS.

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. AUDIT AND RETAINING OF DOCUMENTS.

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. CHOICE OF LAW.

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

20. CONTRACTOR COMPLIANCE AND RESPONSIBILITY.

A. LAWS TO BE OBSERVED/LICENSING AND PERMITS.

- (1) The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The Contractor shall indemnify and hold 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. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- (2) Contractor shall procure and be required to demonstrate valid possession of appropriate required permits and licenses necessary and incidental to the work required hereunder and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

B. WORK SAFETY AND HEALTH.

- (1) 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 may determine reasonably necessary, to protect the life and health employees on the job and the safety of the public and to protect the property in connection with the performance of the work covered by the Contract.

C. CONTRACTOR'S RESPONSIBILITY FOR WORK.

- (1) Until acceptance of the work by the City, as provided under Section 9(E), 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 of nonexecution 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 cause before acceptance and shall bear the expense thereof, except damage to the work due to unforeseeable causes beyond control of and without the fault of 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 City.

21. CONFLICT OF INTEREST.

- A. The Contractor warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

22. COMPENSATION.

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$____.

23. BASIS FOR PAYMENT.

A. GENERAL.

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 22 of this Contract. The City will pay the Contractor for completed and approved "extra services," if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.

- (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, arising under this Agreement.
- (6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 10, AMENDMENT.
- (7) The City will not compensate for unsatisfactory performance by the Contractor.

B. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 11 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 10 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 14 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of the additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

24. WARRANTY OF MATERIALS AND WORKMANSHIP.

The Contractor warrants all materials furnished and work performed under this Agreement to be free of defects in materials and workmanship for a period of one (1) year from the date of final payment (the "Warranty Period"). The Contractor shall, at its expense and within a reasonable time after receipt of written notice from the City, promptly repair or replace any defective materials or workmanship. Any repair or replacement performed under this warranty shall itself be warranted for one (1) year from the date of repair or replacement. If the Contractor fails to commence correction within thirty (30) days of notice, the City may correct the defect and recover cost from the Contractor. The Contractor shall also obtain and assign to the City all warranties from any and all subcontractors, manufacturers, and suppliers, and shall enforce the same for the benefit of the City.

25. CANCELCATION/TERMINATION.

- A.** The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- B.** The City may terminate this Contract for any reason upon 30 days prior written notification to Contractor. Termination by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
- C.** In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Contractor, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Contractor under the Contract.
- D.** Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

26. INDEMNIFICATION.

Contractor hereby agrees to indemnify, defend and hold harmless the City of De Pere its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be

imposed on City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City of De Pere, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

27. LIMITATION OF LIABILITY

Neither City nor Contractor will be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages.

28. INSURANCE.

It is hereby agreed and understood that the insurance required by the City of De Pere is primary coverage and that any insurance or self-insurance maintained by the City of De Pere, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the Contract.

1. GENERAL LIABILITY COVERAGE

Commercial General Liability. Policy will be written to provide coverage for, but not limited to, the following: Premises and Operations Liability, Products and Completed Operations, Personal Injury, Blanket Contractual Liability coverage for the joint negligence of the City of De Pere, its officers, council members, agents, employees, authorized volunteers and the named insured, Broad Form Property Damage, Independent Contractor's coverage, and coverage for Property Damage from Perils of Explosion, Collapse, or Damage to Underground Utilities (commonly known as XCU coverage). Limits of liability not less than:

1. \$2,000,000 general aggregate;
2. \$1,000,000 products/completed operations aggregate per project;
3. \$1,000,000 personal injury and advertising injury per project; and
4. \$1,000,000 each occurrence limit.

2. AUTOMOBILE LIABILITY COVERAGE

A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Business automobile policy must cover liability for "Any Auto" - including Owned, Non-Owned private passenger automobile and commercial vehicles and Hired automobiles

3. UMBRELLA LIABILITY

Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$2,000,000 each occurrence, \$4,000,000 aggregate.

4. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability Insurance. Statutory workers compensation benefits and employers' liability insurance with a limit of liability no less than \$1,000,000 each accident. This policy shall be endorsed to include a waiver of subrogation in favor of City. Contractor shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

5. PROPERTY COVERAGE

Property Insurance. Each party to this Agreement will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and City structures, fencing, or support systems that may be placed on, within, or around City Facilities to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance.

6. ADDITIONAL PROVISIONS

- * **Additional Insured** – The City of De Pere, and its elected or appointed officials, officers, employees, agents and authorized volunteers shall be named as “Additional Insureds” on all Liability policies.
- * **Waiver of Workers Compensation Subrogation** - The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of De Pere.
- * **Certificates of Insurance** – Certificates of Insurances, Commercial General, Umbrella and Additional Insured Endorsements acceptable to the City shall be submitted prior to commencement of the work.
- * **Endorsement** -The Additional Insured and Workers’ Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
- * **Occurrence Basis** – All policies, other than workers compensation, shall be written on an occurrence and not on a claims-made basis.
- * **Notice** - City of De Pere requires thirty (30) day advance written notice of cancellation.
- * **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove of any insurance company. A minimum rating of no less than A and Financial Size Category of no less than Class VI is required.
- * **Prohibited Exclusions** - No policies of insurance required to be obtained by Contractor or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with City except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to City’s employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by Contractor’s contractors or contractors employees, servants, or agents.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City’s representative upon execution of the Contract, or sooner, for approval by the City. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of De Pere
335 South Broadway
De Pere, WI 54115

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. CONFIDENTIAL INFORMATION

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential (“**Confidential Information**”) as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. OPEN RECORDS

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks

of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. FORCE MAJEURE.

Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

31. AUTHORITY.

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

32. COUNTERPARTS, ELECTRONIC DELIVERY.

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands at De Pere, Wisconsin.

CONTRACTOR:

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

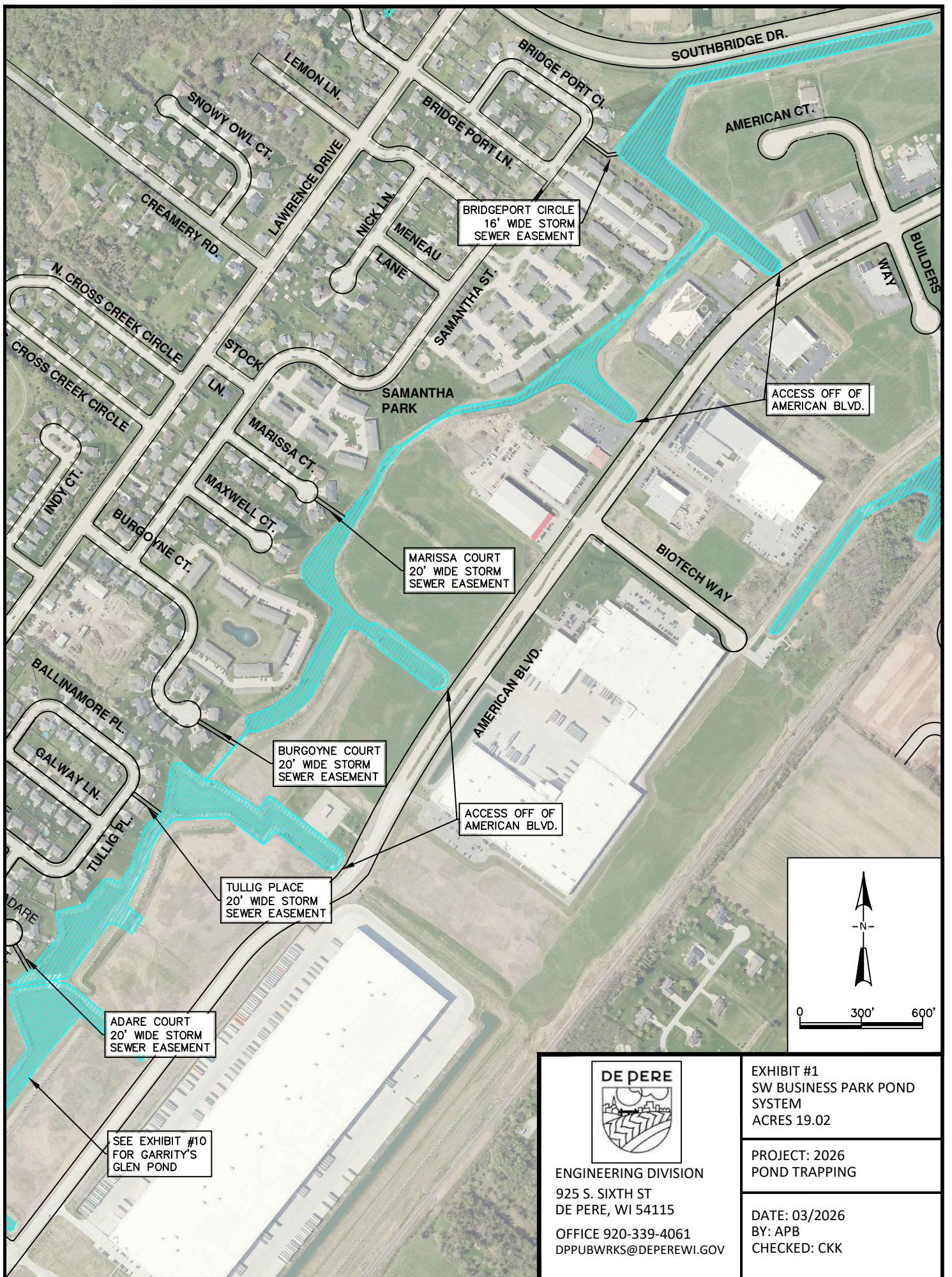
CITY OF DE PERE
A Wisconsin municipal corporation:

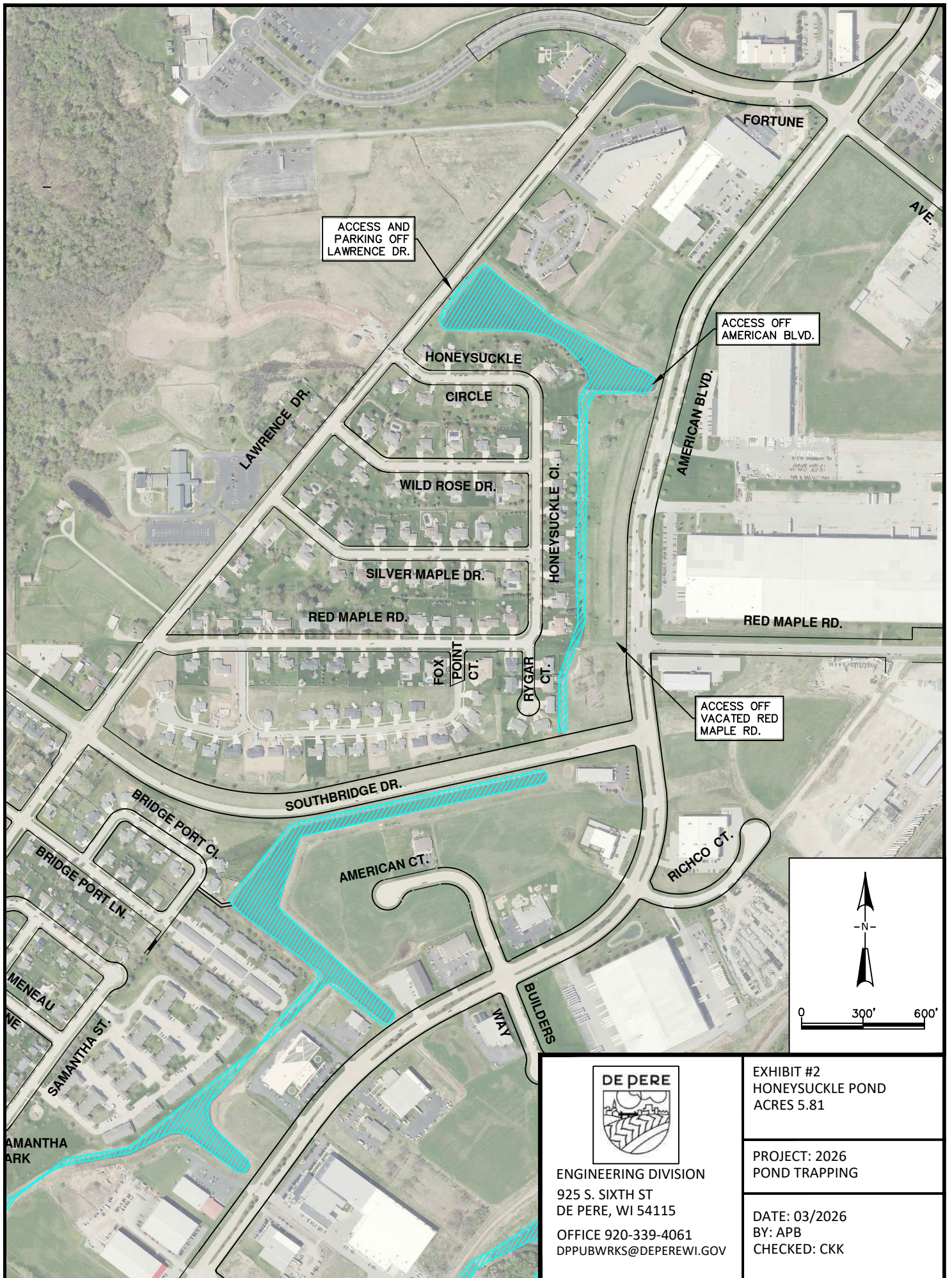
By: _____
Kimberly T. Flom, City Manager

Date: _____

By: _____
Carey E. Danen, City Clerk

Date: _____



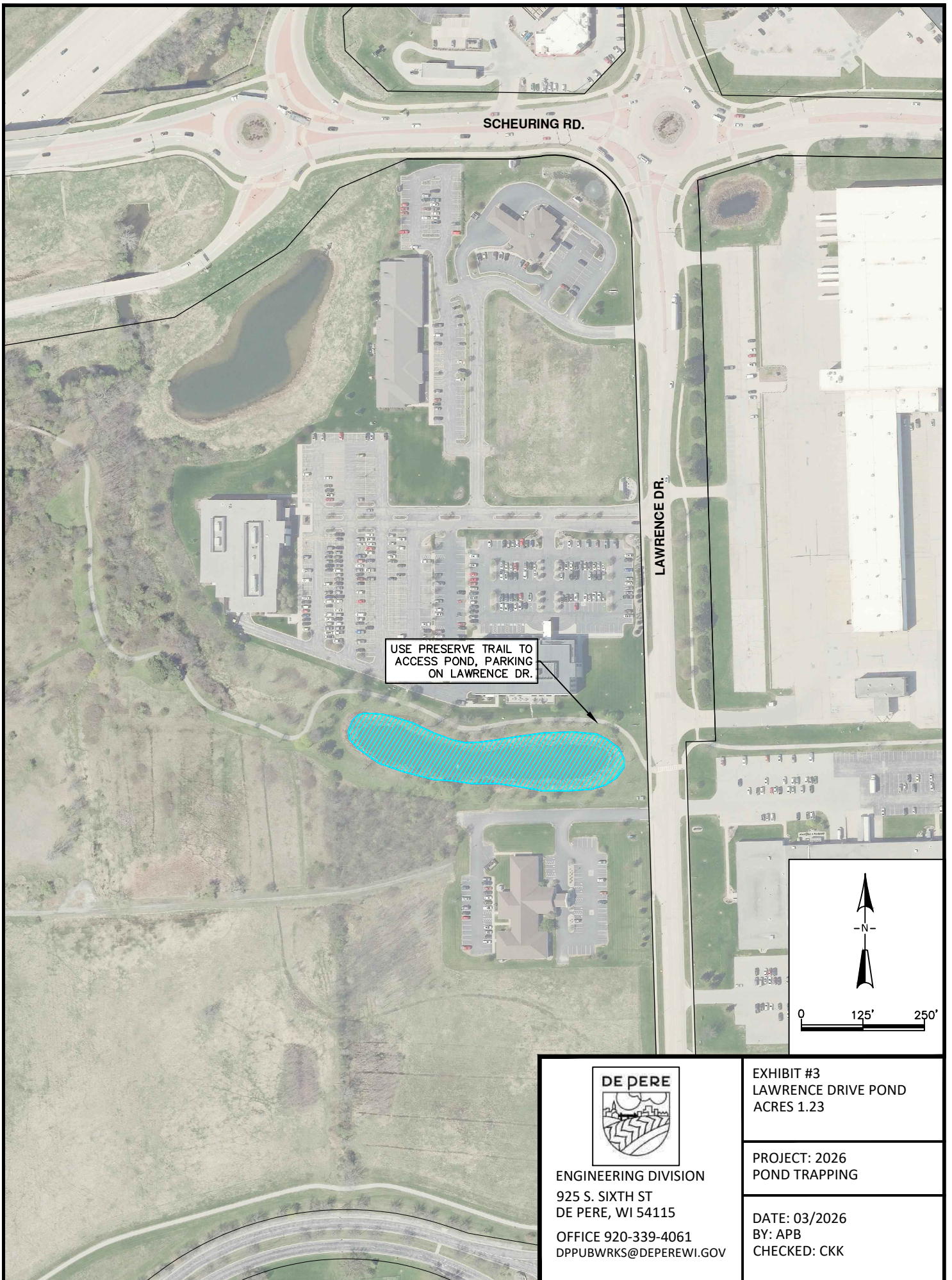


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPERE.WI.GOV

EXHIBIT #2
HONEYSUCKLE POND
ACRES 5.81

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

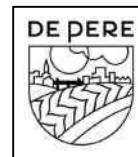
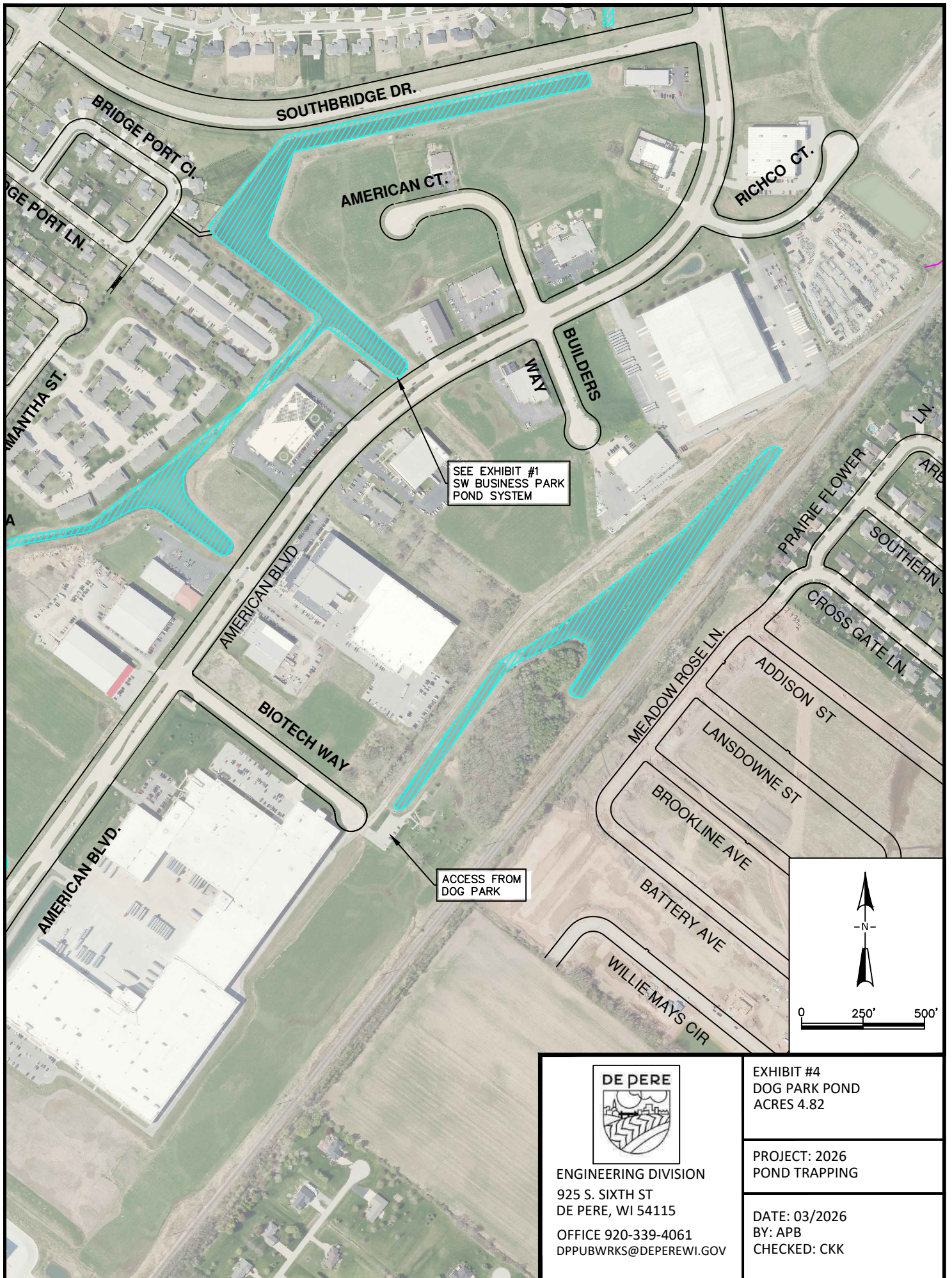


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925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT #3
LAWRENCE DRIVE POND
ACRES 1.23

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

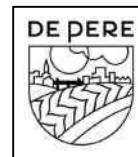
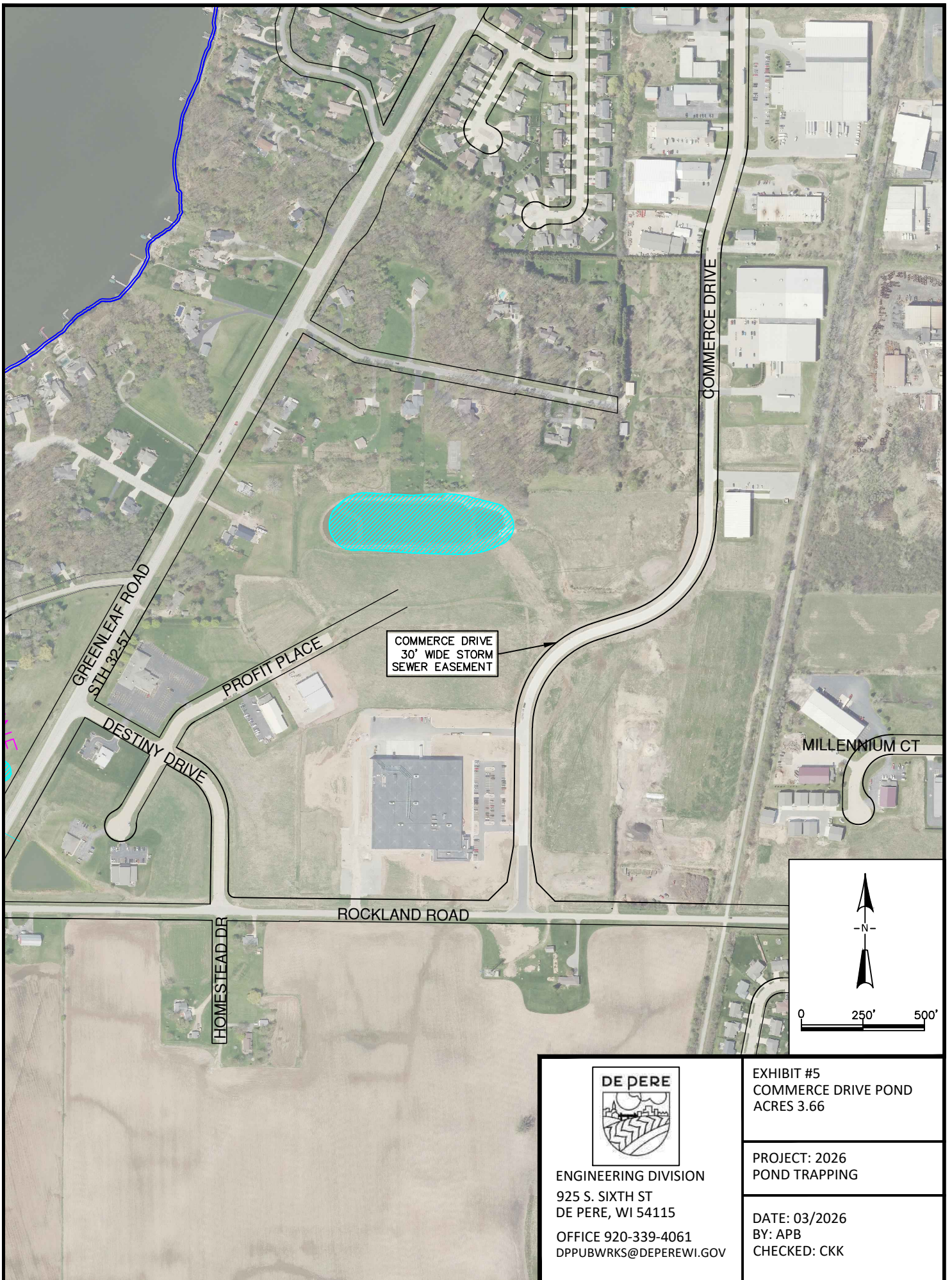


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925 S. SIXTH ST
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OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT #4
DOG PARK POND
ACRES 4.82

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

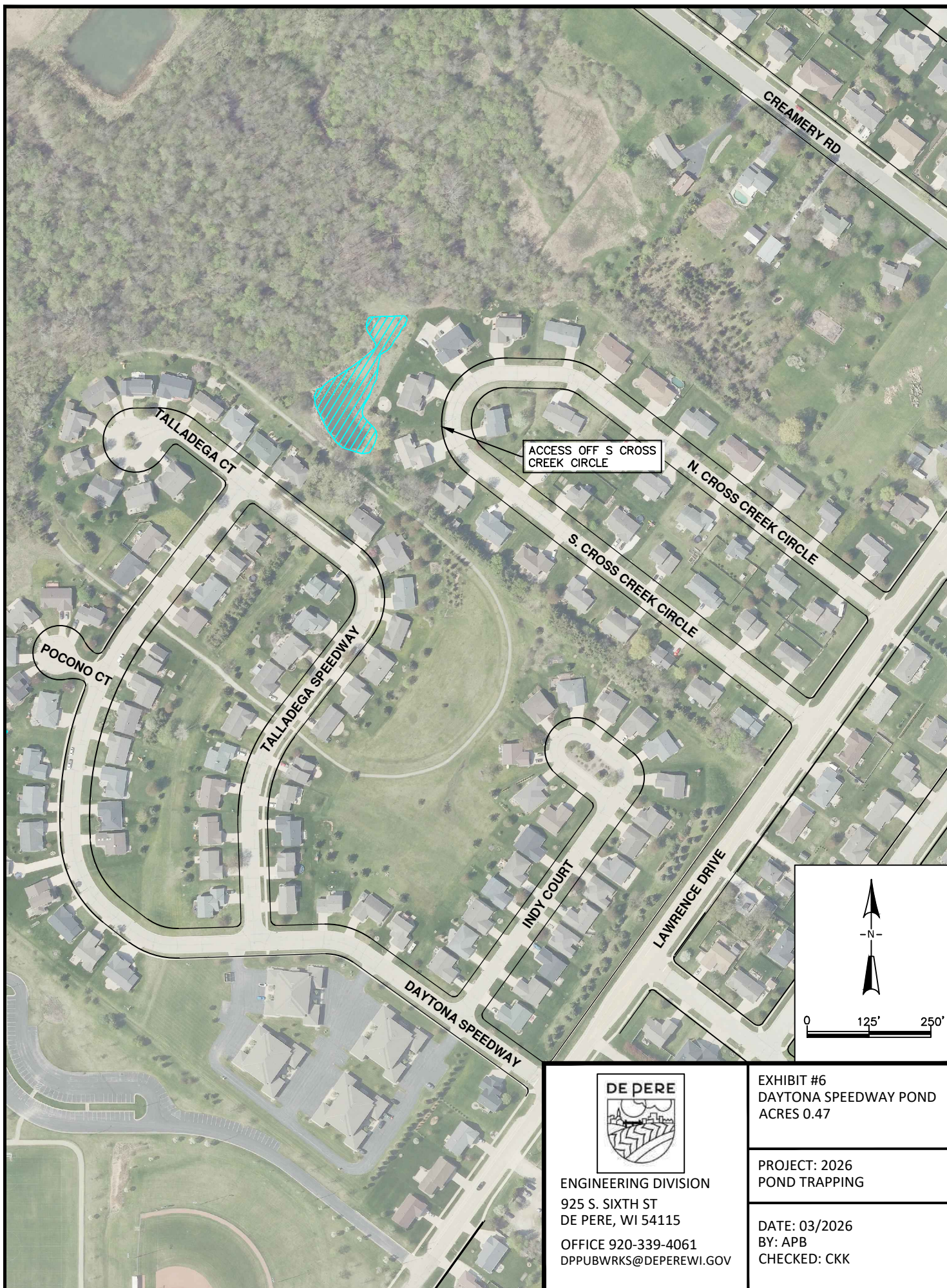


ENGINEERING DIVISION
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DE PERE, WI 54115
OFFICE 920-339-4061
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EXHIBIT #5
COMMERCE DRIVE POND
ACRES 3.66

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

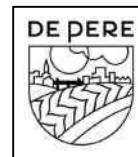
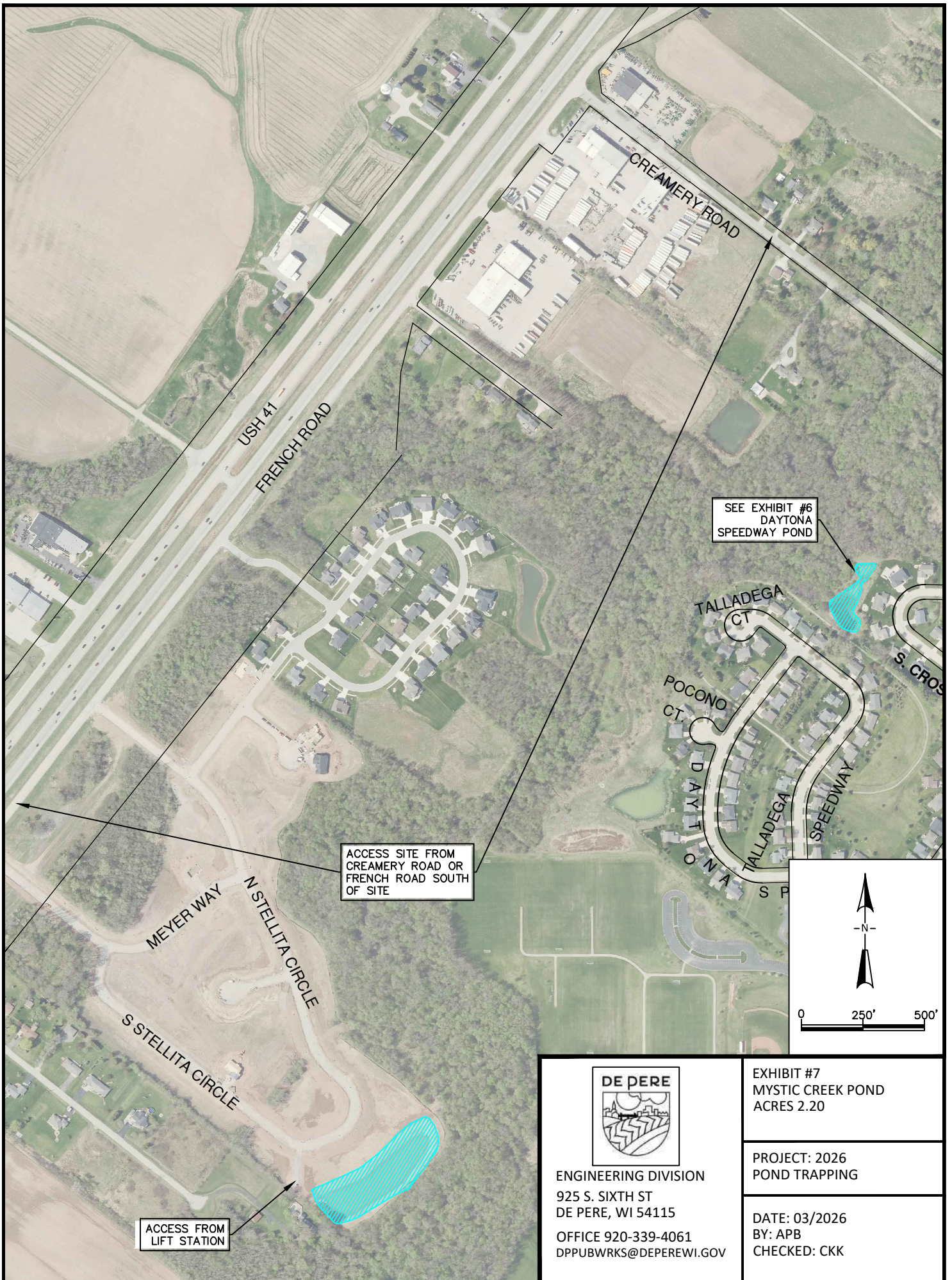


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DE PERE, WI 54115
OFFICE 920-339-4061
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EXHIBIT #6
DAYTONA SPEEDWAY POND
ACRES 0.47

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

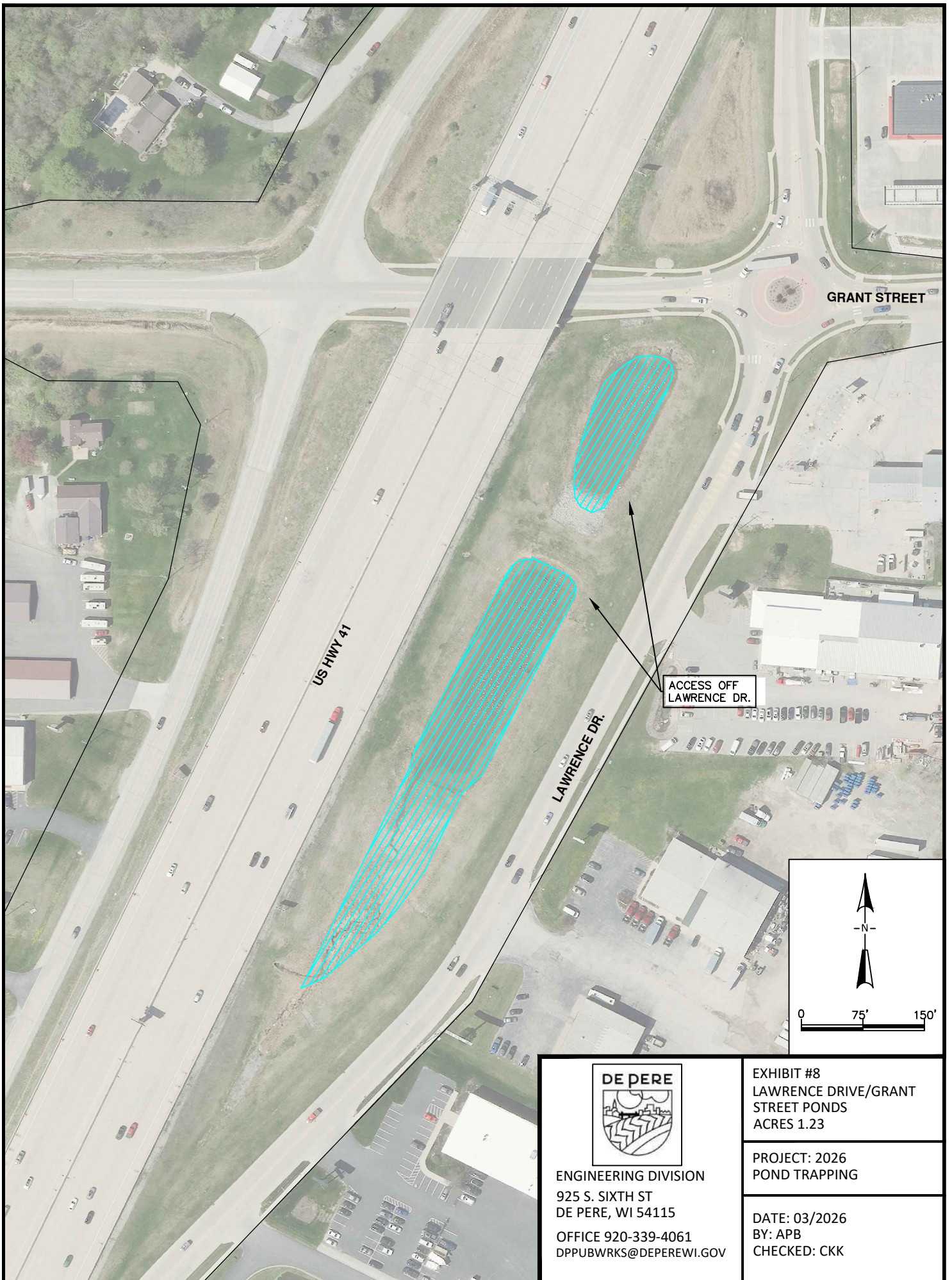


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OFFICE 920-339-4061
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EXHIBIT #7
MYSTIC CREEK POND
ACRES 2.20

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK



ENGINEERING DIVISION
925 S. SIXTH ST
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EXHIBIT #8
LAWRENCE DRIVE/GRANT
STREET PONDS
ACRES 1.23

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

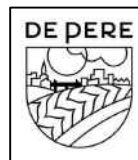
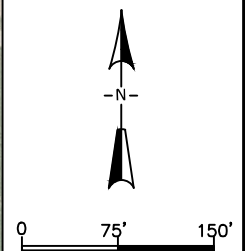
KILLARNY TR.

ACCESS OFF
KILLARNY TR.

TRAILSIDE LN.

CTH PP

ACCESS OFF
TRAILSIDE LN.

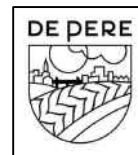
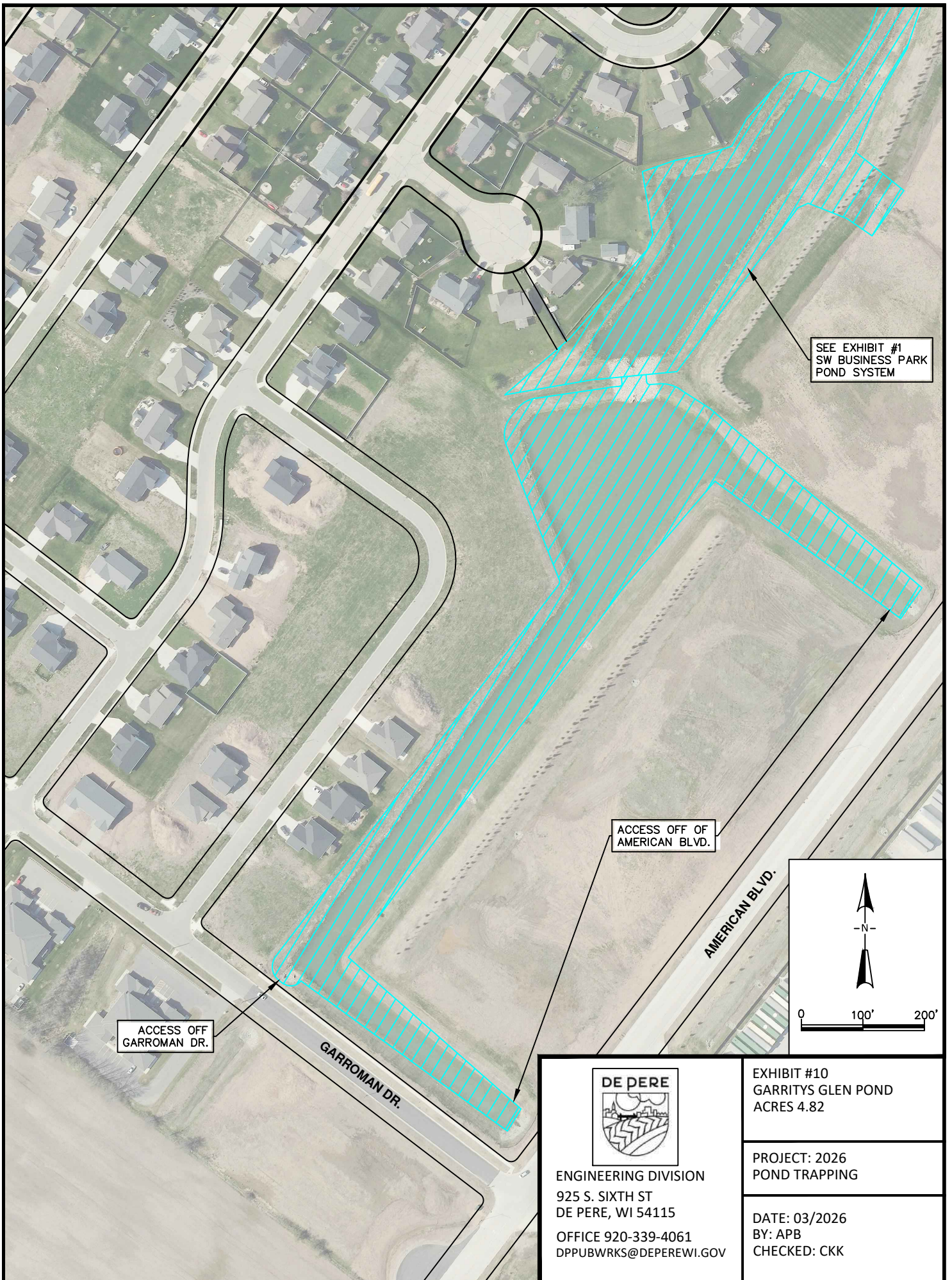


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EXHIBIT #9
TRAILSIDE LANE POND
ACRES 1.14

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

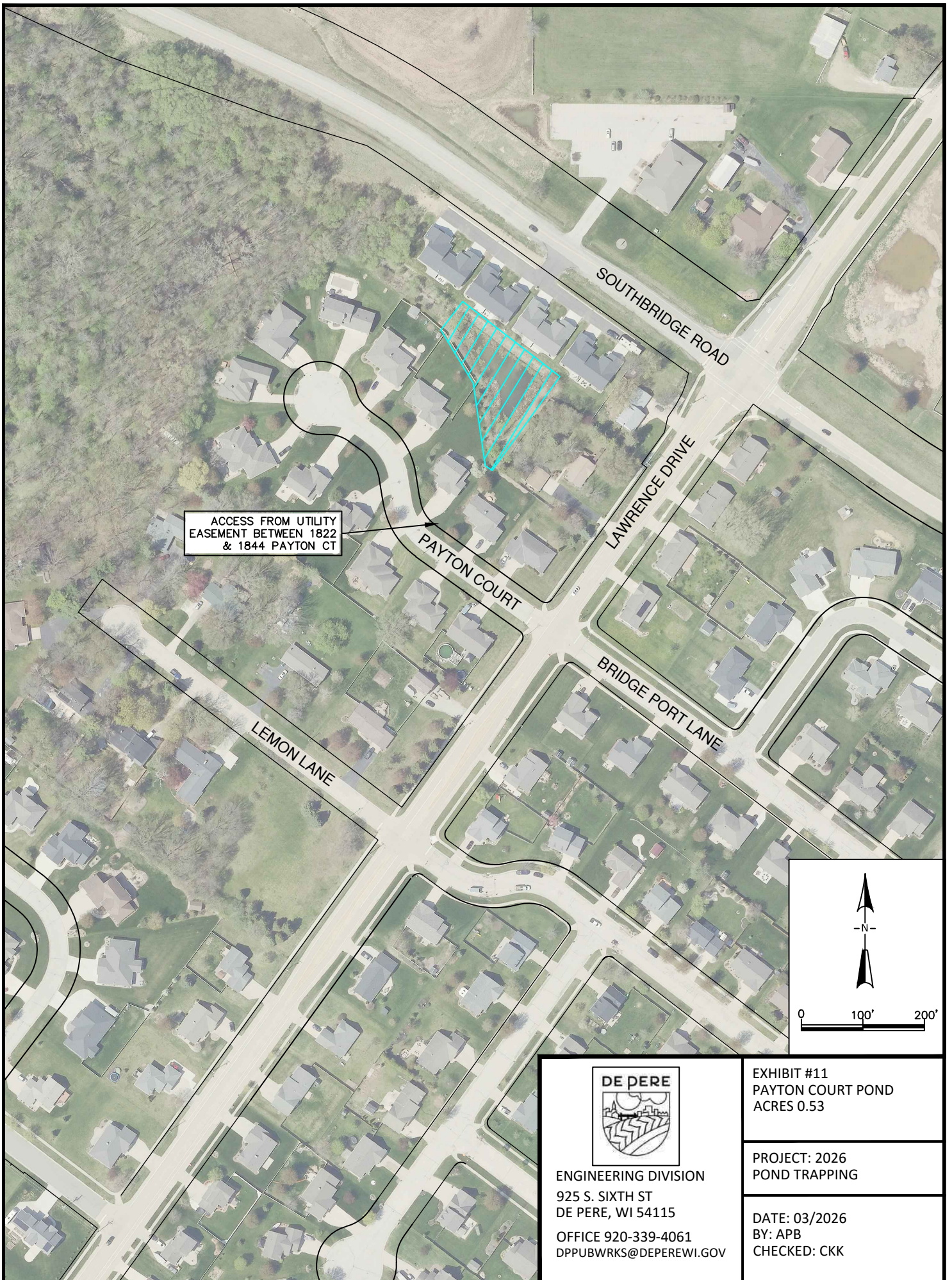


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT #10
GARRITYS GLEN POND
ACRES 4.82

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK



ACCESS FROM UTILITY
EASEMENT BETWEEN 1822
& 1844 PAYTON CT



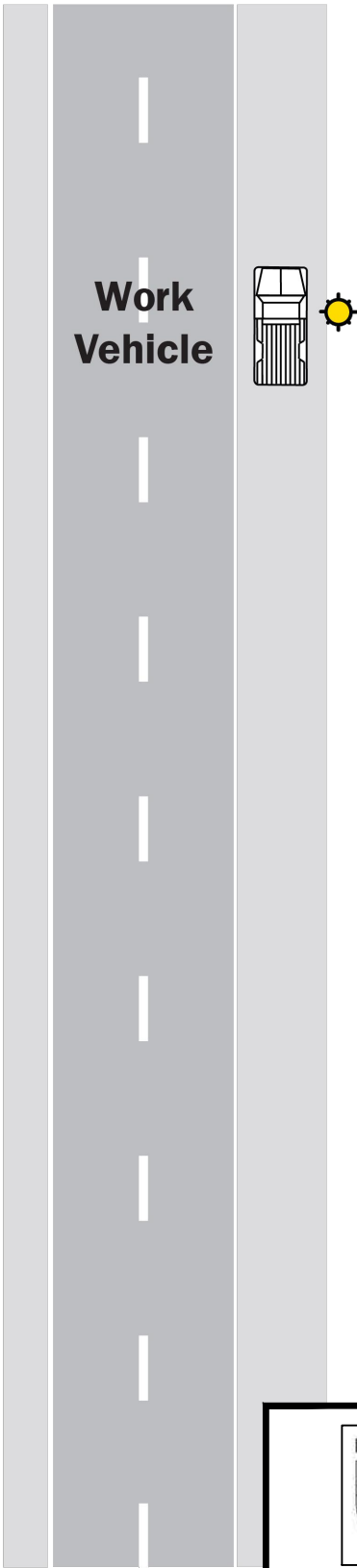
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPERE.WI.GOV

EXHIBIT #11
PAYTON COURT POND
ACRES 0.53

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

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 DPPUBWRKS@DEPEREWI.GOV	EXHIBIT #12 WORK VEHICLE PARKED ON SHOULDER
	PROJECT: 2026 POND TRAPPING
	DATE: 03/2026 BY: APB CHECKED: CKK



City of De Pere, Wisconsin

4.M

Request for Board of Public Works Action

Meeting Date:	June 8, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Consideration and possible action on award of Request for Proposals for 2026 Soil Borings*
Recommendation:	Accept the proposal from ECS Midwest, LLC estimated at \$11,500.00.

Attachments:

2026 0608 CI_BOPW_Soil_Borings, 2026 0521
CE_RFP_Soil_Boring_Services_Packet, ECS_Proposal

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: June 8, 2026

RE: **Consideration and possible action on award of Request for Proposals for 2026 Soil Borings***

The Engineering Department received proposals for 2026 Soil Borings on June 2, 2026. The work is for exploratory soil borings prior to the design of work for the 2026 Capital Improvements Program. Staff submitted requests for proposals to three firms, but only received the following proposal:

Contractor	Estimate
ECS Midwest, LLC	\$11,500.00

Staff did not receive proposals from American Engineering Testing, Inc. and Intertek PSI. ECS Midwest, LLC's was awarded this work in 2025 and their unit prices reduced from 2025 to 2026:

Item	Unit	Estimated Quantity	2025 Unit Price	2026 Unit Price
Mobilization	EA	10	\$500	\$400
Soil Boring	VF	200	\$26	\$25
Report	EA	1	\$2,300	\$2,500

Staff's recommendation is to accept the proposal from ECS Midwest, LLC estimated at \$11,500.00. Funds for this work are budgeted in the various capital project accounts.

Attachments:

2026 Soil Boring Services Proposal Packet (PDF)
ECS Midwest, LLC Proposal (PDF)

**Request for Proposals
For
Soil Borings**

The City of De Pere would like to invite your firm to submit a proposal for the 2026 Soil Borings.

Your proposal must be submitted to our office by Tuesday, June 2, 2026 at 2:00 p.m. Proposals can be emailed to Chase Kuffel, Assistant City Engineer at ckuffel@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2027 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 soil boring services to verify subsoil conditions in advance of these projects.

SCOPE OF SERVICES AND SCHEDULING:

The City will provide a list of soil boring locations in preparation for the 2027 Capitol Improvements Program. Once scheduled, these locations will either be staked or painted in the field by City Staff in preparation for soil boring work. Once soil borings are taken and tested, soil boring reports are to be submitted to Chase Kuffel at ckuffel@deperewi.gov.

The City anticipates all correspondence for this work to be completed via email. Chase Kuffel will be point of contact for the City.

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 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 the completed soil boring reports to the City at ckuffel@deperewi.gov.

ADDITIONAL INFORMATION:

A sample contractor agreement is attached.

INVOICING:

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

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	10		
Soil Boring	VF	200		
Report	EA	1		



**CITY OF DE PERE
CONTRACT FOR PURCHASE OF SERVICES**

1. PARTIES.

This is a Contract between the City of De Pere, a Wisconsin municipal corporation, hereafter referred to as the "City" and _____, hereafter referred to as "Contractor."

The Contractor is a:

- | | | | |
|--|---|--|------------------------------|
| ☐ Corporation | ☐ Limited Liability Company | ☐ General Partnership | ☐ LLP |
| ☐ Sole Proprietor | ☐ Unincorporated Association | ☐ Other: _____ | |

2. PURPOSE.

The purpose of this Contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

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.

4. ORDER OF PRECEDENCE.

In the event of a conflict between the terms of this Contract and the terms of any document attached or incorporated herein, the terms of this Contract, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

5. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the City Manager and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of De Pere, unless another effective date is specified in the attachment(s) incorporated in Section 3. The effective date of this Contract shall be _____. The term of this Contract shall be _____ terminating on _____.

6. ENTIRE AGREEMENT.

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

7. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

8. DESIGNATED REPRESENTATIVE

- A.** Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.

- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

9. PROSECUTION AND PROGRESS.

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 5, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, strikes, labor disputes, epidemic or pandemic, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 23 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

10. AMENDMENT.

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

11. EXTRA SERVICES.

The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 23.B. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 22, unless the Contract is amended as provided in Section 10 above.

12. NO WAIVER.

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

13. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

FOR THE
CONTRACTOR:

15. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.

The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the City prior to payment. The Contractor is informed that as an independent Contractor, they may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. GOODWILL.

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

17. THIRD PARTY RIGHTS.

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. AUDIT AND RETAINING OF DOCUMENTS.

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. CHOICE OF LAW.

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

20. CONTRACTOR COMPLIANCE AND RESPONSIBILITY.

A. LAWS TO BE OBSERVED/LICENSING AND PERMITS.

- (1) The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The Contractor shall indemnify and hold 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. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- (2) Contractor shall procure and be required to demonstrate valid possession of appropriate required permits and licenses necessary and incidental to the work required hereunder and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

B. WORK SAFETY AND HEALTH.

- (1) 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 may determine reasonably necessary, to protect the life and health employees on the job and the safety of the public and to protect the property in connection with the performance of the work covered by the Contract.

C. CONTRACTOR'S RESPONSIBILITY FOR WORK.

- (1) Until acceptance of the work by the City, as provided under Section 9(E), 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 of nonexecution 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 cause before acceptance and shall bear the expense thereof, except damage to the work due to unforeseeable causes beyond control of and without the fault of 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 City.

21. CONFLICT OF INTEREST.

- A. The Contractor warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

22. COMPENSATION.

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$____.

23. BASIS FOR PAYMENT.

A. GENERAL.

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 22 of this Contract. The City will pay the Contractor for completed and approved "extra services," if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.

- (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, arising under this Agreement.
- (6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 10, AMENDMENT.
- (7) The City will not compensate for unsatisfactory performance by the Contractor.

B. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 11 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 10 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 14 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of the additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

24. WARRANTY OF MATERIALS AND WORKMANSHIP.

The Contractor warrants all materials furnished and work performed under this Agreement to be free of defects in materials and workmanship for a period of one (1) year from the date of final payment (the "Warranty Period"). The Contractor shall, at its expense and within a reasonable time after receipt of written notice from the City, promptly repair or replace any defective materials or workmanship. Any repair or replacement performed under this warranty shall itself be warranted for one (1) year from the date of repair or replacement. If the Contractor fails to commence correction within thirty (30) days of notice, the City may correct the defect and recover cost from the Contractor. The Contractor shall also obtain and assign to the City all warranties from any and all subcontractors, manufacturers, and suppliers, and shall enforce the same for the benefit of the City.

25. CANCELCATION/TERMINATION.

- A.** The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- B.** The City may terminate this Contract for any reason upon 30 days prior written notification to Contractor. Termination by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
- C.** In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Contractor, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Contractor under the Contract.
- D.** Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

26. INDEMNIFICATION.

Contractor hereby agrees to indemnify, defend and hold harmless the City of De Pere its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be

imposed on City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City of De Pere, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

27. LIMITATION OF LIABILITY

Neither City nor Contractor will be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages.

28. INSURANCE.

It is hereby agreed and understood that the insurance required by the City of De Pere is primary coverage and that any insurance or self-insurance maintained by the City of De Pere, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the Contract.

1. GENERAL LIABILITY COVERAGE

Commercial General Liability. Policy will be written to provide coverage for, but not limited to, the following: Premises and Operations Liability, Products and Completed Operations, Personal Injury, Blanket Contractual Liability coverage for the joint negligence of the City of De Pere, its officers, council members, agents, employees, authorized volunteers and the named insured, Broad Form Property Damage, Independent Contractor's coverage, and coverage for Property Damage from Perils of Explosion, Collapse, or Damage to Underground Utilities (commonly known as XCU coverage). Limits of liability not less than:

1. \$2,000,000 general aggregate;
2. \$1,000,000 products/completed operations aggregate per project;
3. \$1,000,000 personal injury and advertising injury per project; and
4. \$1,000,000 each occurrence limit.

2. AUTOMOBILE LIABILITY COVERAGE

A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Business automobile policy must cover liability for "Any Auto" - including Owned, Non-Owned private passenger automobile and commercial vehicles and Hired automobiles

3. UMBRELLA LIABILITY

Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$2,000,000 each occurrence, \$4,000,000 aggregate.

4. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability Insurance. Statutory workers compensation benefits and employers' liability insurance with a limit of liability no less than \$1,000,000 each accident. This policy shall be endorsed to include a waiver of subrogation in favor of City. Contractor shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

5. PROPERTY COVERAGE

Property Insurance. Each party to this Agreement will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and City structures, fencing, or support systems that may be placed on, within, or around City Facilities to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance.

6. ADDITIONAL PROVISIONS

- * **Additional Insured** – The City of De Pere, and its elected or appointed officials, officers, employees, agents and authorized volunteers shall be named as “Additional Insureds” on all Liability policies.
- * **Waiver of Workers Compensation Subrogation** - The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of De Pere.
- * **Certificates of Insurance** – Certificates of Insurances, Commercial General, Umbrella and Additional Insured Endorsements acceptable to the City shall be submitted prior to commencement of the work.
- * **Endorsement** -The Additional Insured and Workers’ Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
- * **Occurrence Basis** – All policies, other than workers compensation, shall be written on an occurrence and not on a claims-made basis.
- * **Notice** - City of De Pere requires thirty (30) day advance written notice of cancellation.
- * **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove of any insurance company. A minimum rating of no less than A and Financial Size Category of no less than Class VI is required.
- * **Prohibited Exclusions** - No policies of insurance required to be obtained by Contractor or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with City except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to City’s employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by Contractor’s contractors or contractors employees, servants, or agents.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City’s representative upon execution of the Contract, or sooner, for approval by the City. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of De Pere
335 South Broadway
De Pere, WI 54115

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. CONFIDENTIAL INFORMATION

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential (“**Confidential Information**”) as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. OPEN RECORDS

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks

of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. FORCE MAJEURE.

Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

31. AUTHORITY.

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

32. COUNTERPARTS, ELECTRONIC DELIVERY.

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands at De Pere, Wisconsin.

CONTRACTOR:

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

CITY OF DE PERE
A Wisconsin municipal corporation:

By: _____
Kimberly T. Flom, City Manager

Date: _____

By: _____
Carey E. Danen, City Clerk

Date: _____



AUTHORIZATION FOR PROFESSIONAL SERVICES

ECS Midwest, LLC ("ECS") is pleased to provide the professional services outlined in the scope of services below. The parties executing this agreement on behalf of ECS and Client respectively, hereby represent and warrant to the other party that they have full authority to execute this Agreement. By signing below, Client confirms Client's authorization for the services requested, and Client's agreement to the incorporated Terms and Conditions under which the services will be provided, a copy of which are attached hereto and incorporated herein by reference.

PROJECT INFORMATION

Project Name:	2027 Capitol Improvement Program	ECS Proposal No:	59:8196-GP
Street Address:	Various Streets		
City, State:	De Pere, Brown County, Wisconsin		

CLIENT INVOICE INFORMATION

Client Firm/Entity:	City of De Pere	Attn:	Mr. Chase Kuffel
Address:	925 S Sixth St	City, State Zip code:	De Pere, Wisconsin 54115

PROPOSED SCOPE OF SERVICES

The City will provide a list of soil boring locations in preparation for the 2027 Capitol Improvements Program. Once scheduled, these locations will either be staked or painted in the field by City Staff in preparation for soil boring work. Once soil borings are taken and tested, soil boring reports are to be submitted to Chase Kuffel at ckuffel@deperewi.gov. The City anticipates all correspondence for this work to be completed via email. Chase Kuffel will be point of contact for the City.

ESTIMATED FEE

ECS will provide the services outlined in this proposal on a unit rate fee basis in accordance with the attached Proposed Fee Schedule.

If additional services are required, we will contact you for verbal and written authorization to proceed.

SCHEDULE

We will begin work immediately upon written approval. In preparing this proposal, we anticipate the client will assist in the coordination of our access to the site with the current site owners/occupants. We anticipate being able to mobilize to the site within about 2 to 4 weeks after receiving authorization to proceed and notification that the appropriate on-site personnel have been informed and delineation of utility lines.

WORK AUTHORIZED BY:

Signature:		Date:	
Print Name:		Title:	
Firm:			

Signatory warrants his/her authority to bind the entity represented

ECS MIDWEST, LLC:

	May 29, 2026		May 29, 2026
	Date		Date
Matt Meyer, P.E.		Mark E King, P.E.	
Geotechnical Department Manager		Group Manager	

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 3315 French Road

Company Address: De Pere, WI 54115

Company Representative: Mark E. King, P.E., Group Manager

Signature: Mark E. King

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	10	\$ 400.00	\$ 4,000.00
Soil Boring	VF	200	\$ 25.00	\$ 5,000.00
Report	EA	1	\$ 2,500.00	\$ 2,500.00



ECS Midwest, LLC TERMS AND CONDITIONS OF SERVICE

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

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

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

3.0 STANDARD OF CARE

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

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

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

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

4.0 CLIENT DISCLOSURES

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

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

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

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

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

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

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

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

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

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

8.0 UNDERGROUND UTILITIES

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

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

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

9.0 SAMPLES

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

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

10.0 ENVIRONMENTAL RISKS

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

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

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

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

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

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

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

12.0 SAFETY

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

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

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

16.0 DEFECTS IN SERVICE

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

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

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

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

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

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

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

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

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

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

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT