

**AGENDA**  
**PUBLIC WORK'S COMMITTEE MEETING**  
**Wednesday, September 14<sup>th</sup>, 2022**  
**5:30 P.M., Allouez Village Hall**

1. MODIFY/ADOPT AGENDA
2. APPROVE MINUTES from the August 10<sup>th</sup>, 2022 meeting
3. ANNOUNCEMENTS
  - a. Hiring of Michael S. Mincheski to fill Vacant Special Equipment Operator Position
  - b. Water Main Flushing September 6<sup>th</sup> – 30<sup>th</sup>
  - c. Central Brown County Water Authority 2023 Budget Hearing on September 28<sup>th</sup> at 3:00 p.m.
4. PUBLIC APPEARANCES

**OLD BUSINESS:**

5. DISCUSSION/ACTION RE: PRIVATE COLLECTING AND HAULING OF GARBAGE AND RECYCLABLES (DPW Gehin)

**NEW BUSINESS:**

6. DISCUSSION/ACTION RE: RECYCLING INTERGOVERNMENTAL COOPERATIVE AGREEMENT (DPW Gehin).

**DISCUSSION/REPORT:**

7. REPORT RE: LOCAL ROAD IMPROVEMENT GRANT AGREEMENT FOR GREENE AVENUE (DPW Gehin).
8. REPORT RE: ENGINEERING SERVICES FOR 2023 STREET AND UTILITY RECONSTRUCTION PROJECT (DPW Gehin).
9. REPORT RE: AMENDMENT NO. 1 OF LIBAL ST. ENGINEERING AGREEMENT (DPW Gehin).
10. REPORT RE: EXISTING CONDITION OF THE ST. FRANCIS DR. PUBLIC UTILITIES (LANGLADE RD. TO CRESCENT DR.) (DPW Gehin)
11. REPORT RE: TDS UTILITY PROJECT – LOCATING OF STORM LATERALS (DPW Gehin)
12. REPORT RE: 2022 CONSTRUCTION PROJECT UPDATE (DPW Gehin)
13. ADJOURNMENT

NOTE: It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above noticed meeting to gather information; no action will be taken by any governmental body at the above noticed meeting other than the governmental body specifically referred to above in this notice.

PUBLIC WORK'S COMMITTEE MEETING Minutes  
Wednesday, August 10<sup>th</sup>, 2022  
5:30 P.M., Allouez Village Hall

Present: Genrich, Beyler, Lefebvre, Collison  
Also Present: Lange  
Excused: Green

Chairperson Genrich called the meeting to order at 5:32pm.

MODIFY/ADOPT AGENDA

Lefebvre/Collison moved to adopt the agenda as presented. Motion carried.

PUBLIC APPEARANCES

None

ANNOUNCEMENTS

- a. Hiring of Cole Erickson to Fill Vacant Engineering Technician Position

**OLD BUSINESS:**

DISCUSSION/ACTION RE: PRIVATE COLLECTING AND HAULING OF GARBAGE AND RECYCLABLES

Collison/Beyler moved to table due to the absence of Public Works Director. Motion carried.

**NEW BUSINESS:**

DISCUSSION/ACTION RE: ENGINEERING SERVICES FOR 2023 STREET AND UTILITY  
RECONSTRUCTION PROJECT

The Village Board approved the hiring of raSmith at the August 2, 2022 meeting for engineering services for 2023 Street Reconstruction.

Discussion:

- Is price a factor in the matrix for selection?
- Did we advertise?

**DISCUSSION/REPORTS:**

REPORT RE: APPROVAL OF LOCAL ROAD IMPROVEMENT GRANT AGREEMENT FOR GREENE AVENUE

**Beyler/Lefebvre moved to table due to the absence of Public Works Director. Motion carried.**

REPORT RE: 2022 CONSTRUCTION PROJECT UPDATE

Doty Safe Route to School project is progressing nicely.

Discussion:

Are all the street patching work completed?

Lange will check with the engineering department to clarify.

ADJOURNMENT

**Beyler/Collison moved to adjourn at 6 p.m. Motion carried.**

*Minutes submitted by Brad Lange*

# VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453  
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

## Department of Public Works

Date: 09/02/2022

### HIRING OF MICHAEL MINCHESKI TO FILL THE VACANT SPECIAL EQUIPMENT OPERATOR POSITION

We are excited to announce the hiring of Michael Mincheski to fill the vacant **Special Equipment Operator Position** at the Village of Allouez! He brings years of experience to Allouez as a truck driver and as a grounds crew/maintenance team lead at a local college. We are confident that his skills and experience will be a valuable addition to our Public Works team and we look forward to working with him.

Michael's first day at the Village will be Monday, September 12<sup>th</sup>.



## **ATTENTION ALLOUEZ RESIDENTS**

The Water Department will be **Flushing Water Mains throughout the entire village**

**September 6<sup>th</sup> – September 30<sup>th</sup>**

**PLEASE CHECK TAP WATER FOR  
DISCOLORATION BEFORE USING**

August 30, 2022

To: Member Community Municipal Clerks, Administrators, and CBCWA Board Members

RE: **Notice of Central Brown County Water Authority 2023 Budget Hearing**

Dear Central Brown County Water Authority Member Communities,

The Member hearing for the proposed 2023 Water Authority annual budget has been set for **Wednesday, September 28, 2022 at 3:00 p.m.** This meeting will be available as a video conference or for attendance in-person at the Town of Ledgeview Community Center located at 3700 Dickenson Road, De Pere. This is an open meeting of the Water Authority Board, so the public is welcome to attend, and any interested officials from Member communities are specifically invited and encouraged to attend. All interested parties will have an opportunity to have their comments heard regarding the proposed 2023 budget. Please contact me for video conference information if needed.

A copy of the proposed *2023 Annual Budget, Capital Improvement Program, and Member Cost Allocation* is enclosed. The preliminary 2023 budget was first provided to the Members via the Water Authority Board meeting on August 24, 2022. The Water Authority Board has reviewed the initial proposal and is now forwarding the enclosed budget for the Member hearing. It will also be on the Board agenda for potential adoption at the September 28 meeting after the hearing is completed.

Please feel free to contact me with any questions on the proposed 2023 budget.

Sincerely,

Nic Sparacio  
CBCWA General Manager

# VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453  
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

## Department of Public Works

08/04/22

### PRIVATE COLLECTING AND HAULING OF GARBAGE AND RECYCLABLES

Currently, garbage and recycling collection services are provided by the Village of Allouez Street Department. In general, the Village collects residential garbage and recyclables from single- and multi-family (four residential dwelling units or less), duplex, and condominium dwelling units. In addition to the residential units, the Village collects garbage and recyclables from a limited number of non-residential landuses that include government, institutional, and commercial properties.

The garbage and recyclables are hauled and disposed of at two Brown County Transfer Stations (Recycling and Refuse). In 2021 the Village entered into a low-cost long-term Solid Waste Management Agreement with Brown County.

The Village's garbage and recycling trucks are at or nearing the end of their service life and over the next couple years will need to be replaced at an estimated cost of \$300,000 per truck. In addition, due to a number of recent retirements, there are currently 2 vacancies in the Street Department.

Earlier this year because of the anticipated retirements and age of equipment, Village Staff obtained approval from the Public Works Committee and Village Board to prepare a Request for Proposal for Residential Garbage and Recycling Collection Services. A draft RFP was prepared and content provided within was used to reach out to area providers/contractors to better understand cost of the contracted service. A copy of the DRAFT RFP and a summary of the Village and neighboring community garbage and recycling service cost has been provided in the meeting packet.

A number of our neighboring communities contract with Harters Fox Valley Disposal for the hauling and collection of Garbage and recyclables of which include Bellevue, Howard, Suamico and Town of Ledgeview. Garbage and recyclable collection services are provided on a combined cost per household per month basis. This cost does not include the disposal of garbage and recyclables as for they are also under agreement with Brown County for the disposal of their waste.

For comparison purposes a contract length of seven years was evaluated. The 7-year term closely coincides with the expected/typical service life of garbage truck. However contract terms of 3- and 7-years are not uncommon by providers. An annual consumer price index of 2.5% was applied to the provided contract rates. Not included in the cost breakout are fuel surcharges and disposal cost.

Based on the cost data collected it appears that a significant amount of money can be saved by the contracting out of the Garbage and Recycling Collection Services. Ultimately how best to effectively and efficiently offer service will be determined by public comment and discussion provided at committee meetings and at the Village Board.

Solid Waste and Recycling Annual Collection and Hauling Cost  
Comparison Does Not Include Contracted Disposal Cost with Brown County

Date: 08/04/2022						
Municipality	2021 Allouez**	Allouez****	Allouez****	Howard	Suamico	Ledgeview
Population	14,000	14,000	14,000	20,693	13,012	8,134
No. Residential Units	5300	5300	5300	6300	4000	2371
Weekly Garbage	X	X	X	X	X	X
Recycle Collection (Every Other Week)	X	X	X	X	X	X
Cost of Service	Yearly Annual Cost with 2.5% CPI Applied	Contracted Cost Per Household Per Month - \$6.28	Contracted Cost Per Household Per Month - \$7.00	Contracted Cost Per Household Per Month - \$6.28	Contracted Cost Per Household Per Month - \$8.05	Contracted Cost Per Household Per Month - \$8.95
Annual Cost						
2022	\$468,458	\$399,408	\$445,200	\$474,768	\$386,400	\$254,645
2023	\$480,169	\$409,393	\$456,330	\$486,637	\$396,060	\$261,012
2024	\$492,173	\$419,628	\$467,738	\$498,803	\$405,962	\$267,537
2025	\$504,478	\$430,119	\$479,432	\$511,273	\$416,111	\$274,225
2026	\$517,090	\$440,872	\$491,417	\$524,055	\$426,513	\$281,081
2027	\$530,017	\$451,893	\$503,703	\$537,156	\$437,176	\$288,108
2028	\$543,267	\$463,191	\$516,296	\$550,585	\$448,106	\$295,311
Total Cost	\$3,535,653	\$3,014,504	\$3,360,116	\$3,583,278	\$2,916,327	\$1,921,918
Contract Rate Savings	\$521,149					

\*\* 2021 Cost w/ 2.5% CPI and Does Not Include Future Replacement Cost of 2014 Garbage and Recycling Trucks (3) at \$300,000 each

\*\*\*\*Allouez Cost at a Contracted Rate with 2.5% CPI Applied

\*\*\*\*\*Howard, Suamico, and Ledgeview Contracted Rates with Annual 2.5% CPI Applied





# **DRAFT REQUEST FOR PROPOSAL**

## **Residential Garbage and Recycling Collection Services**

Sean Gehin, P.E.  
Director of Public Works  
920-448-2800 Ext. 108  
[sean.gehin@villageofallouezwi.gov](mailto:sean.gehin@villageofallouezwi.gov)

Brad Lange  
Village Administrator  
920-448-2800 Ext. 106  
[brad.lange@villageofallouezwi.gov](mailto:brad.lange@villageofallouezwi.gov)

## I. INTRODUCTION

Currently, collection services are provided by the Village of Allouez Street Department. The Village collects garbage and recyclables from single- and multi-family dwellings and the non-residential locations listed on page 3.

The Village of Allouez is seeking cost estimates from Contractors for garbage and recycling collection services within the Village of Allouez municipal boundaries (***Exhibit A for Village of Allouez Boundary and Collection map***). Contractor estimated cost will be shared with Village committee and the board to determine how best too effectively and efficiently offer service (i.e. contracted service or continue to offer service utilizing Village staff). If elected by the Village Board to contract out service, a formal RFP will be provided to local contractors for bidding purposes.

For cost estimating purposes and for potential bidding purposes in the future, below is the DRAFT Request For Proposal.

### **Allouez Statistics**

Area	5.2 square miles
Population	14,156

### **Current Collection Information**

Residential Units	
Single Family	4,676
Duplex	372
Condominium	195
Apartment	54
Est. Non-Residential	47
Total	5,344
Tons of Garbage Collected in 2021	3,950
Tons of Recycling Collected in 2021	1,130
Collection Cart Size	65 or 95 gallon
Maximum Number of Carts Per Dwelling	4 (2 garbage, 2 recycling)

### **Collection Frequency**

Garbage Collection	Weekly
Recycling Collection	Every-other-week
Collection Schedule	Monday – Thursday 6 a.m. – 4 p.m.

Prospective contractors who are interested in providing a proposal are encouraged to drive through the Village on collection days to review our current collection practices. Residents may place their garbage in the alley or street – depending on their location within the Village. In

## Draft Request for Proposal: Residential Garbage and Recycling Collection Services

some locations, a combination of both collection areas is used for either the convenience of the resident and/or the convenience of the collector. Any proposed changes to residential collection locations must be approved by the Village of Allouez Board.

**Non-Residential Locations:** The Contractor shall pickup garbage and recycling on the same schedule as residential pickups at no additional charge to the Village at the following locations:

### Village Owned:

Village Hall	1900 Libal Street
Eastlawn Park	1515 Boyd Street
Optimist Park	1680 Libal Street
Webster Park	2111 Jourdain Lane
Allouez Fire Station #8	135 Dauphin Street
Green Isle Park	900 Greene Avenue
Broadview Soccer Complex	2800 East River Drive
Riverview Park	901 Broadview Drive
Sunlight Park	3400 Park Drive
Sunset Park	642 Sunset Circle
Kiwanis Park	3517 East River Drive
Wiese Park	901 LeBrun Street
LeBrun Yard Waste Site	815 LeBrun Street

### Condominium/Apartment Complexes:

Rustic Oaks Condos	1600 Rustic Oaks Court
Webster Heights Condos	Webster Heights Drive
Haven Way Condos	1997, 1999 Libal Street
St Joseph St Condos	300, 340, 366 W St Joseph Street
Old Allouez School Condos	Olde Allouez Court
Langlade Court Condos	Langlade Court
Olde River Court Condos	Olde River Court
Allouez Apartments	3835, 3901, 3951 East River Drive
KB Properties	1300 S Webster Avenue

## Draft Request for Proposal: Residential Garbage and Recycling Collection Services

### Non Residential:

Green Bay Family Dentistry	2313 S Webster Avenue
Divine K9 Grooming	120 E Allouez Avenue
Christ Alone Church	505 E Allouez Avenue
Premier Realty	1227 S Monroe Ave
SFC Shed LLC	1234/1252 Marine St
Building	1253 S Irwin Ave
Loving Chiropractic	1320 S Webster Ave
Darkside Tattoo	1404 S Webster Ave
Lorelei Inn	1412 S Webster Ave
The Pump Room	1500 S Webster Ave
Team Dino Stop LLC	1533 Riverside Dr
St Michaels Pub	1539 Riverside Dr
Repair Garage	1541 Riverside Dr
Santa Fe Salon	1701 S Webster Ave
Office Building	1825 S Webster Ave
Lin Law LLC	1928 Riverside Dr
US Bank	1950 S Webster Ave
Capital Credit Union	201 W St Joseph St
Office Building	2301 Riverside Dr
Green Bay Family Dentistry	2313 S Webster Ave
Kagen Allergy Clinic	2333 Riverside Dr
First Bible Baptist Church	2605 Libal St
Goldfinch Management	2611 Libal St
Office Building	2643 Libal St
Ascension Lutheran Church	2911 Libal St
Riverside Animal Hospital	3233 Riverside Dr
Advanced Eyecare Center	3237 Riverside Dr A
Chabad of the Bay Area	3607 Libal St
Olejniczak Realty	375 W St Joseph St
Ce Bon Salon	3817 S Webster Ave
Christ Alone Church	505 E Allouez Ave
Edward D Jones	507 Greene Ave
Office Building	529 Greene Ave
Shirley Van's Dance Studio	530 Greene Ave
Coffee Wizardz	536 Greene Ave

Highlighted = Village Code Definition

## II. DEFINITIONS

### **Contractor**

An independent contractor licensed to perform waste management services defined in this Agreement.

### **Village**

The Village of Allouez and its authorized agents.

### **Residential Unit**

Single- and multi-family, duplex, or condominium buildings containing not more than four residential dwelling units.

### **Resident**

A person in charge of a dwelling unit and who resides in the dwelling unit.

### **Homeowner**

A person who owns a residence.

### **Garbage**

Residential miscellaneous waste material, excluding recyclables, including but not limited to discarded material resulting from handling, processing, storing, or consumption of food which is subject to decomposition, decay, and putrefaction, contaminated paper (used tissues), wood and cloth. Garbage shall specifically exclude hazardous, offensive, noxious or toxic wastes, bulk waste, construction debris, yard waste, and brush, and it must fit in a garbage container so as to allow the lid to close.

### **Collectable Recyclables**

Includes aluminum containers, corrugated paper and other containerboard, glass containers, magazines, newspaper, office paper, rigid plastic containers, including those made of PETE and HDPE, and steel containers. The items listed as "collectible recyclables" in this definition may be modified by the Public Works Director in accordance with the effective date of Wisconsin law or applicable Wisconsin Department of Natural Resources regulations or variances therefrom. The Public Works Director shall be responsible for informing the public of all acceptable collectible recyclables.

### **Curbside Collection**

The collection of garbage and recycling from the front, side, or rear of a property. Our current collection takes place in alleys, side yards and street fronts depending upon the neighborhood.

*These definitions may be modified from time to time by written agreement of the Village and the Contractor*

### III. SCOPE OF WORK

**Contractor's and Village's Role** – The following outlines the Contractor's and Village's roles:

**1. Services Provided:**

- a. **Residential Garbage and Collectible Recyclables:** The Contractor shall collect garbage and recyclables from buildings containing not more than four residential dwelling units within the corporate limits of the Village of Allouez and shall dispose of the materials collected in accordance with the terms of this proposals.
- b. **Non-Residential units:** The contractor shall collect recyclables and garbage from non-residential locations as described on list above.

**2. Rights and Obligations:** The Contractor shall have the obligation to collect all garbage and recyclables on behalf of the Village from all applicable residences in accordance with the Village's Garbage and Recycling Ordinance.

***(Exhibit D. Garbage and Recycling Ordinance – Village of Allouez)***

**3. Contractor's Employees:** The Contractor shall employ such persons as may be needed to collect the garbage and recyclables on schedule. All such persons shall be employees of the Contractor, who shall be solely responsible for providing workers compensation and for complying with the requirements of the State of Wisconsin and the Department of Commerce and Workforce Development, relating to the employment of such persons. The Contractor shall also be responsible for all claims and bills for wages, salaries, and supplies purchased, or in any way related to the contractor's performance. The contractor further agrees to comply with all applicable Federal regulations regarding employment. All insurance policies carried by the Contractor, required by the conditions of a contract, shall bear an endorsement or shall have attached thereto a rider providing that in the events of cancellation of such policies for any reason whatsoever, the Village shall be notified, in writing, by the carrier and Contractor, at least thirty (30) days prior to such cancellation.

**4. Equipment:** The Contractor shall provide all standard or specialized equipment necessary to collect the garbage and recyclables on schedule, in a professional and efficient manner. The equipment shall be safe, sanitary and maintained in such a manner as to accomplish the efficient collection of garbage and recyclables. Equipment shall not be permitted to remain parked on Village streets when not in use.

**5. Insurance:** In addition to worker's compensation insurance, the Contractor shall carry general public liability insurance with limits of not less than \$2,000,000 aggregate coverage and vehicle insurance with not less than \$2,000,000 aggregate coverage. The Contractor shall furnish the Village with a certificate to show that all required insurance policy's is in force and effective for the term of the Garbage and Recycling Collection contract.

**6. Indemnity:** The Contractor shall indemnify and hold the Village, its appointed, hired and/or elected officials, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses or expenses which may be incurred on account of damages, deaths or injuries arising out of or related to the work being performed by the Contractor under the terms of any contract, entered into with the Village or on account of enforcing the provisions of this contract against the Contractor or its agents or employees, including, but not limited by enumeration, reasonable attorney fees and court costs incurred by the Village in defending against any claim or in enforcing this provision.

**7. Collections:**

**a. Frequency and Schedule:** The Contractor shall collect garbage not less than once each week and recyclables not less than every other week in accordance with a specific collection schedule, established and maintained by the Contractor, with the Village's approval, designating collection area and day. Unless the Contractor gives the Village and affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day each week. The Contractor shall collect recyclables in each designated collection area on the same day garbage is collected in that area. When a designated collection day is scheduled for pickup on a holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day), collection for that area shall be made on the business day following that regular collection day. The Contractor shall provide to the Village, specific, timely published notice to affected residents of any exceptions or changes in the regular collection schedule due to the holidays.

**b. Hours and Location:** Garbage and recyclables shall be collected between the hours of 6:00 a.m. and 4:00 p.m. Monday through Thursday. No collection shall occur between 4:01 p.m. and 5:59 a.m.

Deviation from the Village's collection routes and times will require Village Board review and approval.

**c. Completion:** The Contractor shall layout collection routes and provide adequate equipment and labor, so as to complete scheduled collections on the designated collection dates.

**d. Noise and Disturbance:** The Contractor shall make collections with as little noise and disturbance as possible. All equipment will be operated and maintained, especially exhaust mufflers and brakes, to minimize noise.

**e. Garbage containers:** Residents must use 65 or 95 gallon carts obtained from the Village. Such carts are gray and/or green in color and must have a secured lid

to be eligible for curbside collection. Each residential dwelling is allowed to place up to two (2) garbage carts for collection.

**f. Recycling containers:** Residents must use 65 or 95 gallon carts obtained from the Village. Such carts are blue in color and must have a secured lid to be eligible for curbside collection. Each residential dwelling is allowed to place up to two (2) recycling carts for collection. The Village practices single-stream recycling and encourages residents to combine recyclables in their recycling container.

**g. Garbage collection:** The Contractor shall collect and haul all normal domestic household garbage generated by defined residential dwelling units and the non-residential locations listed on page 3. All the weekly garbage generated by a household must fit into the containers used by the resident.

**h. Recyclables collection:** The Contractor shall collect and haul recyclables in accordance with the Village's garbage and recycling ordinance, and/or any Brown County applicable rules and regulations, and in accordance with any State of Wisconsin mandates. The Contractor shall not collect non-recyclable materials if those materials are placed in the recyclable container. In the event that non-recyclable materials or recyclable materials that have not been properly prepared are left out for collection, the Contractor shall leave those items in the container and leave a notice of improper material. The Contractor shall also pick up recyclables from all non-residential locations listed on page 3.

**i. Missed Collection(s):** The contractor shall establish and publicize procedure for receiving and responding to resident complaints of missed collections. Complaints of missed collections received by the contractor or the Village shall be remedied by the contractor collecting the materials by 4:30p.m. on the following business day. A representative of the contractor shall contact a designated representative of the Village to resolve any issues.

**j. Quality of Service:** The Contractor shall undertake to perform the collection and disposal services rendered herein in a clean, orderly and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly and courteous employees and collection crews shall also be provided by the contractor. The contractor shall, at each service address, neatly return the garbage and recycling containers to the location where they were found. The contractor shall repair or replace at their expense any containers that were damaged as a result of the handling thereof. Crews shall carry official company identification and shall present such identification upon request. The contractor shall establish and maintain a method for accepting and responding within 24 hours to the Village and resident calls and complaints between the hours of 8:00a.m. to 4:30p.m.



**k. Early Termination for Unsatisfactory Service:** The Village may terminate the contract for unsatisfactory service upon (60) days written notice to the Contractor. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to collect garbage in a timely manner, omission of collections, failure to clean collection sites or repeatedly missing collection locations.

**l. Additions or deletions:** The Village, upon thirty (30) days notice, may designate materials to be added to or deleted from the list of recyclables to be collected by the Contractor. The parties may agree to adjust compensation, except that such adjustment shall be limited to those additional or reduced expenses related to the added or deleted item(s).

**m. Excluded garbage:** The Contractor shall not be required to collect garbage from an apartment building (5 or more units), commercial establishment, or industry within the boundaries of the Village, excluding the non-residential locations listed on page 3. The Contractor may privately contract with said excluded parties to provide the requested services. The Contractor will not be required to collect any material not meeting Village definition of garbage.

**n. Clean up:** The Contractor shall insure that no garbage/recyclables are spilled during the collection process, or any garbage/recycling containers are left scattered on lawns, drives, boulevards, streets, alleys or roadways. Containers should be placed back in an upright position after being emptied.

**o. Information/Complaints:** The Contractor shall staff during normal business hours, a local telephone number to provide information on the collection days and times. The Contractor shall receive directly, (via the local telephone number) complaints on missed pickups, container damage, spillage, recycling issues, etc. The Village will publish the local number in its educational materials. The Contractor may refer general questions on the program to the Village. The Contractor shall submit proposed ads, leaflets, and/or other informational material that the Contractor may distribute/publish to the Village for prior approval.

**8. Garbage Hauling/Disposal:** The Contractor shall deliver all garbage to the Brown County Transfer Station. All tipping fees under the general proposal will be billed directly to and paid by the Village and should not be included in the Contractor's garbage collection services Proposal. Delivery to the Brown County Transfer Station shall occur on the same day as the garbage is collected unless approved by the Village of Allouez.

**9. Recyclables Hauling/Disposal:** The Contractor shall deliver all recyclables to the Brown County Recycling Transfer Station. The Village to retain all revenues or credits derived from the sale of recyclable material.

**10. Weight tickets:** The Contractor shall furnish the Village, on a quarterly basis reports with a calculated tonnage of garbage and each listed recyclable collected within the boundaries of the Village under this contract. Available documentation such as scales tickets, estimates of partial loads, shall be included in the reports. It is the Contractor's responsibility to maintain all copies of all weight tickets for the mandatory record keeping period, required by State Law.

**11. Rate of Compensation:**

**a. Base:** The Contractor shall receive compensation in accordance with the unit price schedule as indicated in Section VI, based upon Village's statistics identified in the table under Section IV. These numbers are the best available data. The Contractor shall provide to the Village an updated count of households eligible to receive curbside garbage and recycling collection. The Contractor shall update these totals annually on the anniversary date of the contract. Updated house counts from the Contractor are subject to verification by the Village. For Federal reporting and grant applicability, the Contractor shall break down the cost of garbage versus recycling fees by unit. The proceeds from the sale of recyclables collected within the Village under the term of the contract shall be the Village's.

**b. Adjustments:**

**1. Regulatory Change:** In the event that any statute, ordinance, or administrative rule is enacted which requires collection or disposal of garbage and recyclables in a manner different from that required or described by the approved Garbage and Recycling Collection contract, the parties may agree to adjust compensation, except that such adjustments shall be limited to the additional expenses directly associated with compliance with such new laws.

**12. Frequency of Compensation:** The municipal shall compensate the Contractor monthly within thirty (30) days of receipt of the Contractor's monthly billing statements for services rendered under the contract. The Contractor may not bill any earlier than the first of the month following the month in which the services were rendered.

**13. Term of Contract:** The term of the contract shall be for seven (7) years beginning on January 1<sup>st</sup>, 2023 and ending December 31<sup>st</sup>, 2029.

**14. Termination of Contract:** Termination of agreement for collection services may be made by either the Contractor or Village upon not less than six (6) months advance written notice (except as stated in 7k).

**15. Yearly Review - The Contractor and Village Council will meet once per year to discuss any concerns about services rendered to the Village.**

**16. Proposal Guarantee** – Each contractor must submit as part of its proposal a financial guarantee in the amount of \$5,000 (five thousand dollars) payable to the Village of Allouez. The financial guarantee shall be in the form of a certified check or irrevocable letter of credit. Financial guarantees shall be returned to contractors who submitted proposals with the exception of the Contractor(s) when an Agreement is signed with the Contractor(s), or 120 days after the proposal submittal date, whichever is earlier. The money will be returned in full to the Contractor(s) upon the successful negotiation and execution of the collection. If such financial guarantee is not provided as part of the proposal, the contractor shall be deemed non-responsive and will no longer be considered for recommendation. Should any contractor that is recommended for negotiation fail to negotiate in good faith or withdraw from negotiations with the Village, the financial guarantee will be retained by the Village as liquidated damages and utilized to, among other things, recoup costs for expenditures relating to procurement and negotiations.

**17. Performance Bond** – The contractor awarded the contract will be required to submit to the Village a Performance Bond in the amount of \$250,000 with the signing of the Garbage and Recycling Collection Contract. Failure to submit the Performance Bond or maintain the Performance Bond for the duration of the Garbage and Recycling Collection Contract shall be deemed a default of the contract.

**18. Assignment** - The contractor awarded the contract for garbage and recycling collection services will not be permitted to assign, subcontract or transfer the residential garbage and recycling collection services without the prior written approval of the Village.

# VILLAGE OF ALLOUEZ

---

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453  
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

## Department of Public Works

### RECYCLING INTERGOVERNMENTAL COOPERATIVE AGREEMENT

The Village of Allouez on an annual basis applies for a DNR recycling grant. In 2022 the Village received approximately \$98,500 from the program. To be eligible for the grant a signed intergovernmental cooperative agreement with other communities for the consolidation of recycling services including education and outreach, transport of recyclables, and comprehensive planning is required. Signature of the attached Recycling Intergovernmental Cooperative Agreement will ensure our eligibility for the 2023 recycling grant.

The grant application is due October 1<sup>st</sup>.

**Intergovernmental Cooperative Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2023**

This agreement is made by and between the Cities of De Pere and Green Bay, the Villages of Allouez, Ashwaubenon, Bellevue, Denmark, Hobart, Howard, Pulaski, Suamico, Wrightstown, and Towns of Eaton, Glenmore, Green Bay, Holland, Humboldt, Lawrence, Ledgeview, Morrison, New Denmark, Pittsfield, Rockland, Scott and Wrightstown, and the Oneida Nation, each of which is a municipal corporation, and each of which is a Responsible Unit as defined in Section 287.01(9) of the Wisconsin Statutes (collectively referred to as the “Responsible Units” or “RUs”) for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2023 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens; and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Brown County partnered with Outagamie and Winnebago Counties, collectively known as Tri-County Recycling, to fund, host, and promote a new smartphone recycling app developed by Betterbin; and

WHEREAS Tri-County Recycling will continue to fund, host, and promote the Waste Wizard Material Search Engine tool; and

WHEREAS the Betterbin smartphone app, and the Waste Wizard Material Search Engine provide comprehensive information on single-stream recycling guidelines, recycling plastic bags, proper medical sharps disposal, electronics recycling, universal waste recycling, household hazardous waste programs, pharmaceutical drop boxes and waste reduction tips; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and allows municipalities to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS each participating RU will maintain a copy of the other above listed RUs' cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document;

NOW THEREFORE IT IS AGREED THAT the above listed RUs have and will make available to its residents the Tri-County Recycling Betterbin smartphone app and Waste Wizard Material Search Engine (<https://recyclemoretricity.org/waste-wizard/>), recognizing additional and consistent education will reduce contamination and improve recycling, thereby enabling the processing and marketing of these recyclables in the most efficient and cost-effective manner possible.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
MUNICIPALITY

\_\_\_\_\_  
DATE

# VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453  
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

## Department of Public Works

09/09/2022

### LOCAL ROAD IMPROVEMENT PROGRAM DISCRETIONARY GRANT (LRIP)

The Village of Allouez was notified by the WDOT earlier this year that the E. Greene Avenue Reconstruction Project has received Local Road Improvement Program (LRIP) Discretionary Grant funding in the amount of \$400,000. The E. Greene Avenue Project was one of 41 projects selected in Wisconsin for funding in the 2022-23 biennium. The sunset date for the completion of the project and submittal of reimbursement requests is June 30<sup>th</sup>, 2027.

The limits of the street reconstruction project extend from Libal St. east to East River Drive. In addition to the replacement of the deteriorating pavement and improvements to the underground public utilities, the scope of the proposed project also includes the construction of new sidewalk and the placement of rapid flashing beacons (RFB) at the intersection of Greene and Webster Ave.

The construction of new sidewalk will fill in an existing gap and provide a safe continuous walkway for pedestrian use from Green Isle Parkway to the Fox River Trail. The placement of the RFB's will improve the safety of the existing pedestrian crossing and address the concerns of many that use the existing crossing.

Tentatively speaking, the reconstruction of the E. Greene Avenue is likely to occur in 2025. The estimated cost of the project is approximately 1.5 to 2 million dollars.

Sean J. Gehin, P.E.  
Allouez Public Works Director



**Wisconsin Department of Transportation**  
Office of the Secretary  
4822 Madison Yards Way, S903  
Madison, WI 53705

**Governor Tony Evers**  
**Secretary Craig Thompson**  
[wisconsindot.gov](http://wisconsindot.gov)  
Telephone: (608) 266-1114  
FAX: (608) 266-9912  
Email: [sec.exec@dot.wi.gov](mailto:sec.exec@dot.wi.gov)

April 1, 2022

The Honorable CARRIE ZITTLOW  
Village of Allouez  
1900 LIBAL ST  
GREEN BAY, WI 54301-2453

Dear Village of Allouez:

This letter confirms funding for the local project on **E Greene Ave** from the **2022-23 Municipal Street Improvement Discretionary Program (MSID)**, which is a component of the Local Roads Improvement Program (LRIP), a reimbursement program of the Wisconsin Department of Transportation (WisDOT). This program assists local units of government in improving deteriorating county highways, town roads, and municipal streets under the authority of the local unit of government by paying up to 50% of the total eligible project costs, with the balance matched by the local unit of government.

Your project was one of 41 MSID projects selected in Wisconsin for funding in the 2022-23 biennium. The total cost of the project is estimated at **\$1,100,000.00** and **WisDOT will reimburse the Village of Allouez for up to a limit of \$400,000.00**. You will soon receive a signed State/Municipal Project Agreement (SMA) from WisDOT.

I greatly appreciate your commitment to provide a quality transportation system that promotes public safety and economic development. Our state and local partnership is imperative to the future of Wisconsin's transportation infrastructure. Congratulations on your project award, which is a key piece to this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Cj Thompson", is written over a light blue horizontal line.

Craig Thompson  
Secretary

cc: Jerry Deschane, Executive Director, League of Wisconsin Municipalities



2022 - 2023

# Local Roads Improvement Program (LRIP) State Municipal Project Agreement

Date: **July 01, 2022** Program Type: **MSID**

LRIP Project Number: **17969** Project ID: **39508802307**

County: **Brown** Appropriation: **27000**

Recipient: **Village of Allouez** Account: **8700140**

The signatory city, village, town or county, hereinafter called the MUNICIPALITY, through its duly authorized officers or officials via the signed LRIP application form and terms and conditions, and the State of Wisconsin Department of Transportation, hereinafter called the STATE, enter into this agreement to accomplish the described project.

The authority for the MUNICIPALITY and the STATE to enter into this agreement is provided by the *Wisconsin Administrative Code TRANS 206.03(12)*.

Improvement Type: **Reconstruction**

Surface Type: **70 - Hot Mix Asphalt Pavement (HMAC)**

On Route 1: **E Greene Ave**

At Route: **Libal St**

Toward Route: **East River Dr**

Need for Improvement: **Failed Asphalt Pavement**

Other Work: **Adjust manholes, Clearing and grubbing, Driveway joints, Pavement marking, Realign roadway (vertically and/or horizontally), Right of Way, Sanitary sewer\*, Sidewalk, Storm sewer, Street signs\*, Water main\***

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
<b>16.00 in</b>	<b>11 ft 0 in</b>	<b>2 ft 6 in</b>	<b>Y</b>	<b>2 ft 6 in</b>	<b>Y</b>

Project Cost Summary	Estimated Costs	LRIP/State Funds	Municipal Funds (includes ineligible costs)
Engineering:	<b>\$100,000.00</b>		
Right-of-Way Acquisition:	<b>\$0.00</b>		
Construction:	<b>\$1,000,000.00</b>		
Total Eligible Costs:	<b>\$1,100,000.00</b>		
Total Ineligible Costs	<b>\$1,090,000.00</b>		

Total Improvement Costs:	<b>\$2,190,000.00</b>	<b>\$400,000.00</b>	<b>\$1,790,000.00</b>
--------------------------	-----------------------	---------------------	-----------------------

This request is subject to the terms and conditions agreed to at the time of application for the designated MUNICIPALITY and upon acceptance by the STATE, per signature below, shall constitute agreement between the MUNICIPALITY and the STATE.

Accepted for the State of Wisconsin, Department of Transportation:

By: Merrill Mechler-Hickson  
Local Transportation Programs and Finance

July 01, 2022  
Date



2022 - 2023  
Local Roads Improvement Program (LRIP)  
State Municipal Project Agreement

Project Funding						
Funding Type	From Project	Program Type	Biennium	Sunset Date	Approved Amount	Date
New Biennium Project	N/A	MSID	2022 - 2023	<b>June 30, 2027</b>	\$400,000.00	July 01, 2022
				Total	\$400,000.00	

2022 - 2023  
Local Roads Improvement Program (LRIP)  
State Municipal Project Agreement  
Terms and Conditions

1. The initiation and accomplishment of the improvement will be subject to the applicable federal, state and local laws, administrative policy and program rules, ordinances, standards, and contract bidding requirements. Please note that if any portion of an improvement is funded using federal funds (including design, real estate, or other related work activities), the entire improvement will be subject to federal requirements. All components of the improvement must be defined in the environmental document if any portion of the project is federally funded.
2. The construction of the improvement will be in accordance with the appropriate standards unless an exception to standards is granted by the state prior to construction. The entire cost of the improvement not constructed to standards will be the responsibility of the Municipality/County unless such exception is granted.
3. The Municipality/County will assume all responsibility for complying with all applicable environmental requirements for the improvement.
4. The work, which is eligible for state participation will be administered by the Municipality/County. The authority for the state to delegate this responsibility is described in ch. Trans 206.
5. All contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the provisions of s.86.31 Wis. Stats. and all other municipal/county bidding requirements.
6. State financing will be limited to up to 50 percent (%) participation in eligible items or to the limit approved for the improvement - whichever is less
7. Payments to the Municipality/County will be made after the improvement is completed, and the contractor(s) fully reimbursed.
8. 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 any moneys otherwise due and payable by the State to the Municipality.
9. The Municipality/County will keep records of the cost of the improvement together with letting documents and will have them available for inspection by representatives of the state and will furnish copies when requested.
10. The design and construction of the improvement must be certified by a registered professional engineer, if the cost of the improvement exceeds \$65,000.
11. Federal Single Audits of Local Government Units:
  - a. The Municipality/County shall have a single organization audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Circular No. A-133)
  - b. This audit shall be performed in accordance with Federal Circular A-133 issued by the Federal Office of Management and Budget (OMB) and state single audit guidelines issued by the Wisconsin Department of Administration (DOA).
  - c. The Municipality/County will keep records of costs of construction, inspection tests and maintenance done by it to enable the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to a project review or audit as directed by the Department within ten (10) years of project closing.
12. The Municipality/County will maintain, at its own cost and expense, all portions of the project that lie within its jurisdiction and will make ample provision of such maintenance as long as the road remains open to traffic.
13. This agreement is subject to the availability of State funds appropriated for this program. The continuance of this agreement beyond the limits of funds already available to the Wisconsin Department of Transportation is contingent upon appropriation of the necessary funds by the Wisconsin Legislature and the Governor. (Reference 66 OAG 408; State ex rel. LaFollette v. Reuter, 36 Wis. 2d 96, 119 [1967])
14. In accordance with the State's sunset policy for LRIP projects, the subject improvement must be constructed and submitted for reimbursement within three biennium.

☒ **Checking this box indicates that the Preparer is authorized to conduct official business for the Municipality/County identified below and upon acceptance by the State shall constitute agreement between the Municipality/County and the State, subject to the terms and conditions above.**

<b>Recipient:</b>	Village of Allouez	<b>County:</b>	Brown		
<b>Head of Government:</b>	JAMES F RAFTER	<b>Title:</b>	Head of Government		
<b>Preparer:</b>	Sean Gehin	<b>Title:</b>	Public Works Director/Municipal Engineer/Public Works Staff	<b>Date:</b>	11/30/2021
<b>Reviewer:</b>	Brandy Younger	<b>Title:</b>	Administrative/Finance	<b>Date:</b>	12/09/2021

# VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453  
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

## Department of Public Works

Date: 08/02/2022

### ENGINEERING SERVICES FOR 2023 STREET AND UTILITY RECONSTRUCTION PROJECT

The Village of Allouez Public Works Department received two proposals for the engineering and preparation of plans for the reconstruction of four streets in 2023. Three Village staff members reviewed and scored the proposals. A summary of the proposal scoring and cost along with copies of the proposals have been included in the agenda packet.

In general, proposals from both firms were well written and provided pricing was in line with project scope. RaSmith has designed and prepared the street reconstruction plans in 2019 and 2021. With the challenges posed by a center median, we feel raSmith's cost for Roselawn Blvd. is justifiable and in line with project scope. Because of their previous experience and commendable workmanship, Village staff has selected raSmith to design and prepare plans for next year's street reconstruction project.

With Village Board approval of raSmith's proposal, staff will work with the consultant to prepare a contract using the same language provided in 2021 of which has been previously been reviewed by the Village's attorney. It is the intent of staff and the consultant to have a contract ready for Village Board review and approval on the 16<sup>th</sup> of August. With contract approval, staff and engineering firm will work to prepare a notification to the residents that the surveying of the street projects will begin in the near future.

As of now the proposed street reconstruction project includes the following streets:

#### STREET & UTILITY RECONSTRUCTION PROJECT - AL-2023-01

- Roselawn Blvd (1400 ft East of Riverside Dr to Webster Ave)
- Karen Ln (Libal St to Greenwald St)
- Allouez Terrace (Riverside Dr to Termini)
- Jackson Street (Allouez Terr to Derby Ln)

In general, the proposed project consists of the reconstruction of the street and utilities. The design is likely to match the existing paved roadway widths of which will be reviewed by the Public Works Committee and Village Board at a later date.

The underground utility work will include the removal and replacement of the watermain. The sanitary sewer and storm sewer will be televised by the Village to determine existing pipe conditions and the scope of the sewer improvements. The proposed utility work to likely also include the replacement of the laterals (water, sanitary, and storm) from the main to the property line.

On Roselawn Blvd. it is our intent to design and prepare plans following standards discussed and applied in 2021.

Prior to the completion of the preliminary plans, an in person open house meeting, with plans on display, will be provided.

THIS IS AN AGREEMENT effective as of August 16, 2022 ("Effective Date") between the Village of Allouez ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

Village of Allouez 2023 Street and Utility Reconstruction Project, Project Number AL-2023-01 ("Project").

Professional's services under this Agreement are generally identified as follows:

Provide topographical survey, roadway design, and utility design services for the street and utility reconstruction of Roselawn Boulevard, Karen Lane, Allouez Terrace, and Jackson Street for the Village of Allouez in Brown County. ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in Attachment A, titled Project AL-2023-001 Services and Attachment B, titled Project AL-2023-01 Schedule. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment, other than sums withheld on a disputed invoice, due for Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services on a lump sum basis of \$102,765.00 including all labor and direct expenses charged in support of the project. The lump sum fee is based on the level-of-effort presented in Attachment C, titled Project AL-2023-01 Fee Breakdown. Fees will be invoiced monthly on a percent complete basis.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
  - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
  - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.

- b. By Professional:
  - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
- c. By Client, for convenience, effective upon Professional's receipt of written notice from Client
- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
- e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven 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 of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.

**4.01 Successors, Assigns, and Beneficiaries**

- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional 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. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.

**5.01 General Considerations**

**A. Standard of Care**

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional 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 the publishers of technical standards.

**B. Design Without Construction Phase Services**

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

**C. Opinions of Cost**

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional 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, Professional cannot and does

not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.

**D. Liability**

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$2,000,000.

**E. Indemnification**

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury 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 any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

**F. Dispute Resolution**

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin.

**G. Governing Law**

This Agreement is to be governed by the law of the state of Wisconsin.



PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CLIENT AND PROFESSIONAL

6.01 *Agreement*

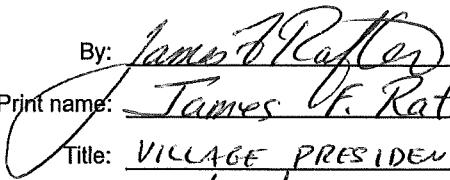
- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

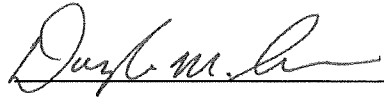
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Village of Allouez 20231 Street and Utility Reconstruction Project, Project Number AL-2023-01

Client: Village of Allouez

Professional: R.A. Smith, Inc.

By:   
Print name: James F. Rafter  
Title: VILLAGE PRESIDENT  
Date Signed: 8/16/2022

By:   
Print name: Douglas M. Senso, PE  
Title: Senior Project Manager  
Date Signed: 8-16-2022

Firm's Certificate No.: 1R12170

State of: Wisconsin

Address for Client's receipt of notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for Professional's receipt of notices:

R.A. Smith, Inc.

16745 West Bluemound Road

Brookfield, WI 53005

## Attachment A: Project AL-2023-01 Services

### I. DESCRIPTION OF SERVICES TO BE PERFORMED:

#### A. Field Survey

1. Provide topographic and utility survey on Roselawn Boulevard from approximately 1,400 feet east of the Riverside Drive to Webster Avenue. At the Roselawn Boulevard/Webster Avenue intersection, survey to extend 25 feet beyond the northwest and southwest corner curb returns and out to the southbound lane line of Webster Avenue. The width of the survey shall extend 60 feet from each side of the Roselawn Boulevard median centerline. At side roads, survey the next upstream or downstream storm and sanitary manholes.
2. Provide topographic and utility survey on Karen Lane from Libal Street to Greenwald Street. At the Karen Lane/Libal Street intersection, survey to extend 25 feet beyond the northeast and southeast corner curb returns and out to the centerline of Libal Street. At the Karen Lane/Greenwald Street intersection, survey to extend 25 feet beyond the northwest and southwest corner curb returns and to Greenwald Street west edge of pavement. The width of the survey shall extend 50 feet from each side of the Karen Lane centerline. At side roads, survey the next upstream or downstream storm and sanitary manholes.
3. Provide topographic and utility survey on Allouez Terrace from Riverside Drive to the termini of Allouez Terrace. At the Allouez Terrace/Riverside Drive intersection, survey to the centerline of Riverside Drive 25 feet north and south of the east curb return points. The width of survey shall extend 50 feet from each side of the Allouez Terrace centerline. At side roads, survey the next upstream or downstream storm and sanitary manholes. Survey Van Buren Street to 100 feet north of the Allouez Terrace intersection.
4. Provide topographic and utility survey on Jackson Street from Allouez Terrace to Derby Lane. At the Jackson Street/Allouez Terrace intersection, survey around the radii to the north curb return points on Allouez Terrace. At the Jackson Street/Derby Lane intersection, survey to the Derby Lane centerline and 25 feet beyond the southeast and southwest curb returns. The width of the survey shall extend 50 feet from each side of the Jackson Street centerline. At side roads, survey the next upstream or downstream storm and sanitary manholes.
5. Survey data will be based on Wisconsin County Coordinate System, Brown County Zone, NAD 83 (2011) horizontal coordinates, and North American Vertical Datum of 1988 (2012) elevations.
6. Survey control points and bench marks will be established throughout the project limits and documented for use on construction plans. Observed property corner/right of way monuments along the road frontage will be surveyed to aid in existing right of way establishment. Right of way will be established using a combination of Brown County GIS parcel mapping and any located property monuments.
7. Visible utilities will be mapped to the extent feasible. Utilities as marked by Diggers Hotline will be surveyed and shown based on one marking request. Other underground utilities will be shown according to maps or plans provided by the Village and/or utility owners. The accuracy or completeness of underground utility information not visible or accessible cannot be assured. Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, Diggers Hotline requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the Village will be advised that excavation and/or a private utility consultant may be necessary.
8. Sanitary and storm sewer depths will be obtained by field measurements from above grade at manholes, where possible. Pipe sizes will be taken from available plans or from approximate field measurements from above grade at manholes, where possible. Confined space entry restrictions prevent surveyors from entering utility structures. Watermain depth measurements are not required or included.
9. Deliverables will include topographic, digital terrain model, utility, and right of way survey data combined into one Civil 3D 2022 .dwg file.



## Attachment A: Project AL-2023-01 Services

### B. Plans, Specifications, and Bid Documents

1. R.A. Smith, Inc. will provide the following plan sheets:
  - a. Title
  - b. General Notes
  - c. Typical Sections (Existing and Proposed)
  - d. Construction Details (including 1 curb ramp detail)
  - e. Erosion Control (stacked, 40-scale per 11" X 17" sheets)
  - f. Utility Plan and Profiles to include storm sewer and sanitary sewer (40-scale per 11" X 17" sheets based on the Village-provided horizontal layouts and lateral information) and storm sewer trunk line and lateral plan and profiles. Horizontal and vertical layout of the existing utilities to be shown and annotated on utility plan and profile regardless of proposed improvements. Watermain to be shown in plan view only – no profiles.
  - g. Roadway Plan and Profiles to include minimal spot grades on radii. Roadway Plan and Profiles will also include storm sewer trunk lines and laterals in plan view only. (40-scale per 11" X 17" sheets)
  - h. Cross Sections every 50 feet and at driveways (2/5 scale per 11" X 17" sheets)
2. R.A. Smith, Inc. will provide bid tabulation sheets for insertion into the Village-prepared project manual and engineer's estimate of probable construction costs for the Village's use for each street.
3. R.A. Smith, Inc. will provide limited, unique special provision specifications not covered in the Village-provided roadway specifications (based on WisDOT standard specifications) and utility specifications.
4. Deliverables will be provided in electronic file format and consist of the following:
  - a. Half-size (11" X 17") Plans in pdf format
  - b. Full-size (22" X 34") Plans in pdf format
  - c. Quantities in Excel format or hand calculations in pdf format
  - d. Bid tabulation and engineer's estimate in pdf and Excel formats
  - e. CADD drawings/files related to the design plans.

### C. Meetings

1. Up to two (2) R.A. Smith, Inc. representatives will attend a Project Kick-off Meeting, a topographical survey review meeting, a Preliminary (60%) Plan Review Meeting, and a 90% Plan Review Meeting for the project.

Attachment B: Project AL-2023-01 Schedule

The following items of work will be completed and submitted to the Client by the indicated dates, if the Professional has received the Notice to Proceed by August 16, 2022.

Milestone Task	Date
Kick-off/Topographical Survey Review Meeting	Week of August 15, 2022
Preliminary (60%) Plan Submittal	November 1, 2022
Preliminary (60%) Plan Review Meeting	Week of November 14, 2022
90% Plan, Special Provisions & Estimate Submittal	Week of December 12, 2022
90% Plan, Special Provisions & Estimate Review Meeting	Week of December 19, 2022
Final Plan, Special Provisions & Estimate Submittal	January 20, 2023
Project Advertisement	Week of February 14, 2023

ATTACHMENT C PROJECT AL-2023-01 Fee Breakdown (1 of 4)

ROSELAWN BOULEVARD SCOPE (1,900 ft)		STAFF TYPE AND BILLING RATES					
		Project Manager \$160.00	Project Engineer \$125.00	Design Engineer \$100.00	Technician \$90.00	Surveyor \$105.00	Fee
Utility Field Survey and Office Drafting		0	0	0	0	75	\$7,875.00
Plan Preparation (noted scales are 11x17)							
Title Sheet		0	0.5	1	2	0	\$342.50
General Notes		0	0.5	1	1	0	\$252.50
Typical Sections [1 sheet]		0.5	1	1	1	0	\$395.00
(1) Construction Details [5 sheets]		0.5	2	4	6	0	\$1,270.00
(2) Curb Ramp Details [assume 1 ramp, 1 sheet]		0.5	1	3	2	0	\$685.00
(3) WisDOT Standard Detail Drawings [10 sheets]		0	2	4	4	0	\$1,010.00
Erosion Control [2 sheets at 40-scale, stacked views]		0	2	4	8	0	\$1,370.00
(4) Utility Plan and Profile [6 sheets at 40-scale]		2	12	30	50	0	\$9,320.00
(5) Roadway Design / Plan and Profiles [4 sheets at 40-scale]		2	8	30	36	0	\$7,560.00
(6) Corridor Modelling / Cross Sections [30 sheets at 2/5 scale]		1	12	56	8	0	\$7,980.00
60% Level Quantities and Cost Estimate		0.5	1	4	2	0	\$785.00
90% Level Quantities and Cost Estimate		0.5	4	6	2	0	\$1,360.00
Bid Proposal		0.5	2	0	0	0	\$330.00
* Kickoff Meeting		3	3	0	0	0	\$855.00
* Topo / Utility Review Meeting		3	3	0	0	0	\$855.00
* 60% Review Meeting		3	3	0	0	0	\$855.00
* 90% Review Meeting		3	3	0	0	0	\$855.00
Hours by Staff Type		20	60	144	122	75	421
Total Roselawn Boulevard Fee							\$43,955.00

Notes:

- (1) Assumes same number and similar details to AL-2021-01/02 plans plus any new details provided by Village.
  - (2) One curb ramp at the Webster Avenue intersection.
  - (3) Assumes same number and similar SDD's to AL-2021-01/02 plans.
  - (4) Assumes Village provides design markups, raSmith to CAD in sheets, use colored utility lines and annotations from AL-2021-01/02 plans. Separate sheet for inlet lead profiles.
  - (5) Includes color storm trunk line in plan view only.
  - (6) Show existing R/W and existing buried utility ticks.
- \* Assumes each meeting includes all project streets.

# ATTACHMENT C PROJECT AL-2023-01 Fee Breakdown (2 of 4)

KAREN LANE SCOPE (1,100 ft)	STAFF TYPE AND BILLING RATES						Fee
	Project Manager \$160.00	Project Engineer \$125.00	Design Engineer \$100.00	Technician \$90.00	Surveyor \$105.00		
Utility Field Survey and Office Drafting	0	0	0	0	40		\$4,200.00
Plan Preparation (noted scales are 11x17)							
* Title Sheet	0	0	0	0	0		\$0.00
* General Notes	0	0	0	0	0		\$0.00
Typical Sections [1 sheet]	0.5	1	1	2	0		\$485.00
* (1) Construction Details [5 sheets]	0.5	0	0	0	0		\$80.00
* (2) WisDOT Standard Detail Drawings [10 sheets]	0	0	0	0	0		\$0.00
Erosion Control [1 sheet at 40-scale, stacked views]	0	2	4	6	0		\$1,190.00
(3) Utility Plan and Profile [3 sheets at 40-scale]	1	8	24	36	0		\$6,800.00
(4) Roadway Design / Plan and Profiles [2 sheets at 40-scale]	2	8	24	20	0		\$5,520.00
(5) Corridor Modeling / Cross Sections [15 sheets at 2/5 scale]	1	10	30	10	0		\$5,310.00
60% Level Quantities and Cost Estimate	0	1	2	2	0		\$505.00
90% Level Quantities and Cost Estimate	1	2	4	6	0		\$1,350.00
* Bid Proposal	0	0	0	0	0		\$0.00
* Kickoff Meeting	0	0	0	0	0		\$0.00
* Topo / Utility Review Meeting	0	0	0	0	0		\$0.00
* 60% Review Meeting	0	0	0	0	0		\$0.00
* 90% Review Meeting	0	0	0	0	0		\$0.00
Hours by Staff Type	6	32	89	82	40		249
Total Karen Lane Fee							\$25,440.00

## Notes:

- (1) Assumes same number and similar details to AL-2021-01/02 plans plus any new details provided by Village.
  - (2) Assumes same number and similar details to AL-2021-01/02 plans.
  - (3) Assumes Village provides design markups, reSmith to CAD in sheets, use colored utility lines and annotations from AL-2021-01/02 plans. Separate sheet for inlet lead profiles.
  - (4) Includes color storm trunk line in plan view only.
  - (5) Show existing R/W and existing buried utility ticks.
- \* Included in overall project AL-2023-01 plan set effort. Assumes each meeting includes all project sheets.  
Curbs ramps at Libal Street/Karen Lane Intersection assumed to be completed with the future Libal Street project and not included here.

ATTACHMENT C PROJECT AL-2023-01 Fee Breakdown (3 of 4)

ALLOUEZ TERRACE SCOPE (975 ft)		STAFF TYPE AND BILLING RATES						
		Project Manager \$160.00	Project Engineer \$125.00	Design Engineer \$100.00	Technician \$90.00	Surveyor \$105.00	Fee	
Utility Field Survey and Office Drafting		0	0	0	0	35	\$3,675.00	
Plan Preparation (noted scales are 11x17)								
* Title Sheet		0	0	0	0	0	\$0.00	
* General Notes		0	0	0	0	0	\$0.00	
Typical Sections [1 sheet]		0.5	1	1	2	0	\$485.00	
* (1) Construction Details [5 sheets]		0.5	0	0	0	0	\$80.00	
* (2) WisDOT Standard Detail Drawings [10 sheets]		0	0	0	0	0	\$0.00	
Erosion Control [1 sheet at 40-scale, stacked views]		0	1	4	6	0	\$1,065.00	
(3) Utility Plan and Profile [3 sheets at 40-scale]		1	5	20	30	0	\$5,485.00	
(4) Roadway Design / Plan and Profiles [2 sheets at 40-scale]		1	5	20	16	0	\$4,225.00	
(5) Corridor Modeling / Cross Sections [12 sheets at 2/5 scale]		1	8	22	6	0	\$3,900.00	
60% Level Quantities and Cost Estimate		0	1	2	2	0	\$505.00	
90% Level Quantities and Cost Estimate		1	1	2	2	0	\$665.00	
* Bid Proposal		0	0	0	0	0	\$0.00	
* Kickoff Meeting		0	0	0	0	0	\$0.00	
* Topo / Utility Review Meeting		0	0	0	0	0	\$0.00	
* 60% Review Meeting		0	0	0	0	0	\$0.00	
* 90% Review Meeting		0	0	0	0	0	\$0.00	
Hours by Staff Type		5	22	71	64	35	197	
Total Allouez Terrace Fee							\$20,085.00	

Notes:

- (1) Assumes same number and similar details to AL-2021-01/02 plans plus any new details provided by Village.
  - (2) Assumes same number and similar details to AL-2021-01/02 plans.
  - (3) Assumes Village provides design markups, raSmith to CAD in sheets, use colored utility lines and annotations from AL-2021-01/02 plans. Separate sheet for inlet lead profiles.
  - (4) Includes color storm trunk line in plan view only.
  - (5) Show existing R/W and existing buried utility ticks.
- \* Included in overall project AL-2023-01 plan set effort. Assumes each meeting includes all project streets.

JACKSON STREET SCOPE (450 ft)		STAFF TYPE AND BILLING RATES					
		Project Manager \$160.00	Project Engineer \$125.00	Design Engineer \$100.00	Technician \$90.00	Surveyor \$105.00	Fee
	Utility Field Survey and Office Drafting	0	0	0	0	15	\$1,575.00
	Plan Preparation (noted scales are 11x17)						
	* Title Sheet	0	0	0	0	0	\$0.00
	* General Notes	0	0	0	0	0	\$0.00
	Typical Sections [1 sheet]	0.5	1	1	2	0	\$485.00
	* (1) Construction Details [5 sheets]	0.5	0	0	0	0	\$80.00
	* (2) WisDOT Standard Detail Drawings [10 sheets]	0	0	0	0	0	\$0.00
	Erosion Control [1 sheet at 40-scale, stacked views]	0	1	2	4	0	\$685.00
	(3) Utility Plan and Profile [3 sheets at 40-scale]	1	4	12	18	0	\$3,480.00
	(4) Roadway Design / Plan and Profiles [2 sheets at 40-scale]	1	4	12	12	0	\$2,940.00
	(5) Corridor Modeling / Cross Sections [6 sheets at 2/5 scale]	1	6	16	4	0	\$2,870.00
	60% Level Quantities and Cost Estimate	0	1	2	2	0	\$505.00
	90% Level Quantities and Cost Estimate	1	1	2	2	0	\$665.00
	* Bid Proposal	0	0	0	0	0	\$0.00
	* Kickoff Meeting	0	0	0	0	0	\$0.00
	* Topo / Utility Review Meeting	0	0	0	0	0	\$0.00
	* 60% Review Meeting	0	0	0	0	0	\$0.00
	* 90% Review Meeting	0	0	0	0	0	\$0.00
	Hours by Staff Type	5	18	47	44	15	129
		Total Jackson Street Fee					\$13,285.00

- (1) Assumes same number and similar details to AL-2021-01/02 plans plus any new details provided by Village.
- (2) Assumes same number and similar details to AL-2021-01/02 plans.
- (3) Assumes Village provides design markings, reSmith to CAD in sheets, use colored utility lines and annotations from AL-2021-01/02 plans. Separate sheet for inlet lead profiles.
- (4) Includes color storm trunk line in plan view only.
- (5) Show existing R/W and existing buried utility ticks.
- (6) Included in overall project AL-2023-01 plan set effort. Assumes each meeting includes all project streets.

PROJECT AL-2023-01 FEE SUMMARY	
Roselawn Boulevard	\$43,955.00
Karen Lane	\$25,440.00
Allouez Terrace	\$20,085.00
Jackson Street	\$13,285.00
<b>Total</b>	<b>\$102,765.00</b>

# VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453  
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

## Department of Public Works

Date: 09/02/2022

### AMENDMENT NO. 1 OF THE LIBAL STREET ENGINEERING AGREEMENT

Strand Associates has prepared an engineering amendment to the three-party design engineering services agreement. WDOT and Village staff have reviewed and provided comment. A draft copy of the amendment has been attached for your reference. A final clean copy of the amendment will be distributed at the time of the meeting.

The primary reasons for this amendment are as follows:

1. To amend the pavement design report between Allouez Avenue and Kalb Avenue to reflect a mill and overlay instead of a pavement replacement.
2. An alignment shift between STH 172 and Allouez Avenue.
3. The review of nine curb ramp locations for Americans with Disabilities Act (ADA) compliance (four curb ramps along Brookridge Street, four curb ramps along East St. Joseph Street, and the southwest curb ramp of Kalb Avenue); the work includes the design of six existing curb ramps that failed to meet ADA compliance (above the original estimate of 43 curb ramp designs).
4. To assist with the review of existing storm sewer lateral locations between Hwy 172 to Allouez Ave. and assistance with on-site review of the condition of storm sewer structures between Allouez Avenue and Kalb Avenue.
5. The relocation of sidewalk encroachments between Allouez Avenue and Kalb Avenue to avoid purchasing permanent right of way; the number of affected parcels requiring title searches increased from the original estimate of 85 to a new estimate of 109.

The amendment in the amount of \$57,771.82 will increase the original engineering agreement cost from \$532,711.62 to \$590,483.44. The Federal Surface Transportation Block Grant received for the project will reimburse the Village up to 80% of the design and construction. The estimated project cost for design and construction is \$5,300,000.

To keep this project moving forward and on schedule, approval of the agreement by the Village is necessary. With Village Board acceptance, the agreement will be forwarded to the WDOT central office for their review and approval.

**AMENDMENT NO. 1 TO THE CONTRACT**  
 BETWEEN VILLAGE OF ALLOUEZ (MUNICIPALITY),  
 THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT),  
 AND STRAND ASSOCIATES, INC.® (CONSULTANT) FOR

Project ID: 4517-06-00  
 Project Description: V Allouez, Libal Street  
 Project Limits: STH 172–Kalb Avenue  
 Highway, County: Local Street, Brown County

The contract made and entered into by and between the MUNICIPALITY, the DEPARTMENT, and the CONSULTANT dated June 2, 2021, is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

1. The DEPARTMENT and MUNICIPALITY have requested an amendment to the pavement design report to update the pavement between Allouez Avenue and Kalb Avenue to reflect a mill and overlay instead of a pavement replacement.
2. The MUNICIPALITY has requested an alignment shift between STH 172 and Allouez Avenue.
3. The DEPARTMENT has requested the review of nine curb ramp locations for Americans with Disabilities Act (ADA) compliance (four curb ramps along Brookridge Street, four curb ramps along East St. Joseph Street, and the southwest curb ramp of Kalb Avenue); the DEPARTMENT and MUNICIPALITY have requested the design of six existing curb ramps that failed to meet ADA compliance (above the original estimate of 43 curb ramp designs).
4. The MUNICIPALITY has requested review of existing storm sewer lateral sump locations and assistance with on-site review of the condition of storm sewer structures between Allouez Avenue and Kalb Avenue.
5. The MUNICIPALITY has requested that the sidewalk between Allouez Avenue and Kalb Avenue be relocated to avoid purchasing permanent right of way; the number of affected parcels requiring title searches increased from the original estimate of 85 to a new estimate of 109.

For all contract services, actual costs to the CONSULTANT up to \$509,808.17 (an increase of \$46,891.27), plus fixed fee of \$32,538.96 (an increase of \$3,080.55), not to exceed \$542,347.13 (an increase of \$49,971.82).

For subsurface investigation subcontracted to ECS Midwest, LLC, the CONSULTANT's actual cost to ECS Midwest, LLC not to exceed \$5,785.00 (no change) for units delivered based on rates in the following table:

Item Description	Unit Type	Unit Cost Rate
Mobilization	Trip	\$ 400
Boring Layout and Staking	Each	\$ 50
Standard Penetration Test Boring (six feet each)	Each	\$ 102
Standard Penetration Test Boring (ten feet each)	Each	\$ 170
Borehole Pavement Patch	Each	\$ 25
Utility Clearance and Communication	Each	\$ 140
Traffic Control Signs and Cone Rental	Day	\$ 85
Traffic Control Flagging Two-Person Crew	Day	\$1,100
Laboratory Testing and Boring Log Preparation	Each	\$ 450
Geotechnical Report Documentation	Each	\$1,500



For title searches subcontracted to Gowey Abstract & Title Company, Inc., the CONSULTANT's actual cost to Gowey Abstract & Title Company, Inc. not to exceed \$35,425.00 (an increase of \$7,800) for units delivered based on rates in the following table below:

Item Description	Quantity	Unit Type	Unit Cost Rate	Totals
Title Search	24	Each	\$300	\$7,200
Title Search Update	24	Each	\$ 25	\$ 600

For historical and archaeological surveys and studies subcontracted to Commonwealth Heritage Group, Inc., the CONSULTANT's actual cost to Commonwealth Heritage Group, Inc., based on Commonwealth Heritage Group's actual cost up to \$6,476.30 (no change) plus fixed fee of \$450.01 (no change) not to exceed \$6,926.31 (no change).

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$590,483.44 (an increase of \$57,771.82).

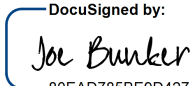
The DEPARTMENT REPRESENTATIVE is Douglas Kirst, P.E.; WisDOT NE Region, 944 Vanderperren Way, Green Bay, Wisconsin 54304; douglas.kirst@dot.wi.gov; and 920-362-0389.

The MUNICIPALITY REPRESENTATIVE is Sean Gehin, P.E.; Village of Allouez Director of Public Works; 1900 Libal Street, Green Bay, Wisconsin 54301; sean.gehin@villageofallouezwi.gov; and 920-448-2802.

The CONSULTANT REPRESENTATIVE is Brian M. Andreas, P.E.; Strand Associates, Inc., 910 West Wingra Drive, Madison, Wisconsin 53715; brian.andreas@strand.com; and 608-251-4843.

In witness whereof, the parties hereto have caused this Amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

By:  DocuSigned by:  
80EAD785BE9D427...  
Joseph M. Bunker

Title: Corporate Secretary

Date: 06 September 2022

For the DEPARTMENT

By:  DocuSigned by:  
A2822042B00A4DC...  
Justin Kiekhaefer

Title: Contract Manager

Date: 07 September 2022

For the MUNICIPALITY

By:  DocuSigned by:  
245B5B8E3DB2448...  
James Rafter

Title: Village President

Date: 07 September 2022

## **VI. SPECIAL PROVISIONS**

### **SCOPE OF SERVICES**

#### **B. DESIGN REPORTS**

ADD the following:

- g. Revise the pavement design report to change the project between Allouez Avenue and Kalb Avenue from a pavement replacement to a mill and overlay.

#### **E. SURVEYS**

ADD the following:

- (8) Assist the MUNICIPALITY with an on-site review of up to 53 storm sewer structures between Allouez Avenue and Kalb Avenue.

#### **I. ROAD PLANS**

b.(6), CHANGE 43 to 49.

ADD the following:

- f. Review nine existing curb ramps for compliance with the ADA at the Brookridge Street (four curb ramps), East St. Joseph Street (four curb ramps) and Kalb Avenue (southwest curb ramp only) intersections with the use of previously obtained laser scan data. Use the DEPARTMENT-provided curb ramp compliance form to document whether the curb ramps are in compliance.
- g. Design six curb ramps to replace those failing to meet ADA compliance. Develop curb ramp sheets. Maintenance of traffic for construction of the curb ramps will follow the DEPARTMENT standard detail drawings and the traffic article of the special provisions.
- h. Relocate the existing sidewalk off the existing right of way between Allouez Avenue and Kalb Avenue to place the back of sidewalk at the existing right of way line.
- i. Revise proposed roadway alignment, as requested by the MUNICIPALITY, between STH 172 and Allouez Avenue. Update model, slope intercepts, storm sewer, and proposed right of way.
- j. Review existing storm sewer lateral sump locations with MUNICIPALITY-supplied record drawings and draw into CAD. Review existing televising reports supplied by the MUNICIPALITY from STH 172 to Allouez Avenue, compare with MUNICIPALITY-provided record drawings and revise locations, if necessary.

#### **L. TPP**

a., CHANGE 85 to 109.

a.(1), CHANGE six to eight.

b., CHANGE 85 to 109.

e., CHANGE 350 to 400.

## PROSECUTION AND PROGRESS

REPLACE item H. in its entirety with the following:

- H. The following services will be submitted to the MUNICIPALITY and/or the DEPARTMENT by the indicated dates, if the CONSULTANT has received the Notice to Proceed for this Amendment by September 14, 2022.

Deliverable	Date
Design Study Review Plan (60 Percent Plan)	October 13, 2022
Design Study Report (Submittal)	October 13, 2022
Draft Transportation Project Plat (Submittal)	October 13, 2022
Comments on Design Study Review Plan, Design Study Report and Draft Transportation Project Plat (from DEPARTMENT and MUNICIPALITY)	October 28, 2022
Transportation Project Plat (Recorded by MUNICIPALITY)	November 15, 2022
Project Plans to Utilities	February 28, 2023
Draft PS&E Submittal to the Region Office	August 1, 2023
Final PS&E Submittal to the Region Office	October 23, 2023
Final PS&E Submittal to Central Office	November 1, 2023
Project Let (DEPARTMENT)	February 13, 2024
Preconstruction Meeting	Spring 2024

**STRAND ASSOCIATES, INC.**  
**ACTUAL COST NOT TO EXCEED**  
**CONSULTANT WEIGHTED AVERAGE DIRECT LABOR RATES**  
**ID 4517-06-00 - Amendment 1**  
**V Allouez, Libal Street**  
**STH 172 - Kalb Avenue**  
**Local Street**  
**Brown County**

**Classification:**                      **Project Manager**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1132	\$77.08	60.00%	\$46.25
Employee #1476	\$62.19	40.00%	\$24.88
<b>TOTAL</b>		<b>100.00%</b>	<b>\$71.13</b>

**Classification:**                      **Project Engineer**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1259	\$61.07	10.00%	\$6.11
Employee #1329	\$60.88	20.00%	\$12.18
Employee #1517	\$49.18	70.00%	\$34.43
<b>TOTAL</b>		<b>100.00%</b>	<b>\$52.72</b>

**Classification:**                      **Staff Engineer**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #7062	\$47.91	15.00%	\$7.19
Employee #7089	\$47.91	5.00%	\$2.40
Employee #7321	\$41.19	45.00%	\$18.54
Employee #7459	\$38.94	35.00%	\$13.63
<b>TOTAL</b>		<b>100.00%</b>	<b>\$41.76</b>

**Classification:**                      **Technician**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1352	\$51.50	15.00%	\$7.73
Employee #7269	\$29.15	30.00%	\$8.75
Employee #7129	\$34.48	55.00%	\$18.96
<b>TOTAL</b>		<b>100.00%</b>	<b>\$35.44</b>

**Classification:**                      **Secretary**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1343	\$38.35	25.00%	\$9.59
Employee #1498	\$32.56	10.00%	\$3.26
Employee #7297	\$31.73	65.00%	\$20.62
<b>TOTAL</b>		<b>100.00%</b>	<b>\$33.47</b>

**STRAND ASSOCIATES, INC.  
ACTUAL COST NOT TO EXCEED**

**ID 4517-06-00 - Amendment 1  
V Allouez, Libal Street  
STH 172 - Kalb Avenue  
Local Street  
Brown County**

**CONSULTANT DIRECT LABOR RATES (September 2022 - June 2024)**

Employee Name (a)	Classification (b)	Current Rate (c)	% Pay Increase (d1)	New Pay Rate (e1)	Date of Increase (f1)	% Work at Current Rate(g)	% Work at Increased Rate(h)	Weighted Average Hourly Rate (i)
Average - Selected Individuals	Project Manager	\$71.13	3.20%	\$73.41	July, 23	80.00%	20.00%	\$71.59
Average - Selected Individuals	Project Engineer	\$52.72	3.20%	\$54.41	July, 23	80.00%	20.00%	\$53.06
Average - Selected Individuals	Staff Engineer	\$41.76	3.20%	\$43.10	July, 23	80.00%	20.00%	\$42.03
Average - Selected Individuals	Technician	\$35.44	3.20%	\$36.57	July, 23	80.00%	20.00%	\$35.67
Average - Selected Individuals	Secretary	\$33.47	3.20%	\$34.54	July, 23	80.00%	20.00%	\$33.68

Contract Completion: 6/30/2024

\*Percent pay increase as shown above was used to negotiate total cost. According to our company policy we will provide equitable changes in the compensation to staff annually on July 1, as required.

STRAND ASSOCIATES, INC.  
 ACTUAL COST NOT TO EXCEED  
 ID 4517-06-00 - Amendment 1  
 V Allouez, Libal Street  
 STH 172 - Kalb Avenue  
 Local Street  
 Brown County

CLASS		Project Manager		Project Engineer		Staff Engineer		Technician		Secretary		Total Direct Labor	
Avg. Hourly Wage		\$71.59		\$53.06		\$42.03		\$35.67		\$33.68			
TASK	ACT. CODE	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Design Pavement Structure	277.0	0	\$0.00	1	\$53.06	3	\$126.09	0	\$0.00	0	\$0.00	4	\$179.15
Conduct and Process Existing Field Survey - Scoping Task	723.0	3	\$214.77	2	\$106.12	30	\$1,260.90	0	\$0.00	0	\$0.00	35	\$1,581.79
Survey Existing and Proposed Right of Way	726.0	0	\$0.00	0	\$0.00	7	\$294.21	10	\$356.70	0	\$0.00	17	\$650.91
Develop Transportation Project Plat (TPP) - Scoping Task	745.0	6	\$429.54	123	\$6,526.38	4	\$168.12	0	\$0.00	0	\$0.00	133	\$7,124.04
Design Geometrics and Details - Scoping Task	776.0	3	\$214.77	10	\$530.60	68	\$2,858.04	0	\$0.00	0	\$0.00	81	\$3,603.41
Plan Preparation	776.25	0	\$0.00	0	\$0.00	2	\$84.06	36	\$1,284.12	0	\$0.00	38	\$1,368.18
Design Drainage - Scoping Task	778.0	2	\$143.18	4	\$212.24	19	\$798.57	0	\$0.00	0	\$0.00	25	\$1,153.99
Develop Quantities and Estimates - Scoping Task	786.0	0	\$0.00	0	\$0.00	4	\$168.12	0	\$0.00	0	\$0.00	4	\$168.12
Develop Traffic Control and Staging - Scoping Task	788.0	0	\$0.00	0	\$0.00	4	\$168.12	0	\$0.00	0	\$0.00	4	\$168.12
Manage Project Scope and Schedule	887.0	2	\$143.18	3	\$159.18	9	\$378.27	1	\$36.67	2	\$67.36	17	\$783.66
Manage Project Quality	890.0	3	\$214.77	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	3	\$214.77
<b>TOTALS</b>		<b>19</b>	<b>\$1,360.21</b>	<b>143</b>	<b>\$7,587.58</b>	<b>150</b>	<b>\$6,304.50</b>	<b>47</b>	<b>\$1,676.49</b>	<b>2</b>	<b>\$67.36</b>	<b>361</b>	<b>\$16,996.14</b>



STRAND ASSOCIATES, INC.  
ACTUAL COST NOT TO EXCEED

ID 4517-06-00 - Amendment 1  
V Allouez, Libal Street  
STH 172 - Kalb Avenue  
Local Street  
Brown County

TASK	ACTIVITY CODE	Direct labor Costs	Indirect Costs	Direct Expenses	Fixed Fee	TOTAL
Design Pavement Structure	277.0	\$179.15	\$256.35	\$65.00	\$32.47	\$532.97
Conduct and Process Existing Field Survey - Scoping Task	723.0	\$1,581.79	\$2,263.38	\$1,541.50	\$286.70	\$5,673.37
Survey Existing and Proposed Right Of Way	726.0	\$650.91	\$931.39	\$592.75	\$117.98	\$2,293.03
Develop Transportation Project Plat (TPP) - Scoping Task	745.0	\$7,124.04	\$10,193.79	\$1,582.00	\$1,291.23	\$20,191.06
Design Geometrics and Details - Scoping Task	776.0	\$3,603.41	\$5,156.12	\$742.00	\$653.12	\$10,154.65
Plan Preparation	776.25	\$1,368.18	\$1,957.73	\$504.00	\$247.98	\$4,077.89
Design Drainage - Scoping Task	778.0	\$1,153.99	\$1,651.24	\$224.00	\$209.16	\$3,238.39
Develop Quantities and Estimates - Scoping Task	786.0	\$168.12	\$240.56	\$56.00	\$30.47	\$495.15
Develop Traffic Control and Staging - Scoping Task	788.0	\$168.12	\$240.56	\$56.00	\$30.47	\$495.15
Manage Project Scope and Schedule - Scoping Task	887.0	\$783.66	\$1,121.34	\$170.10	\$142.04	\$2,217.14
Manage Project Quality	890.0	\$214.77	\$307.31	\$42.00	\$38.93	\$603.01
Rounding Correction	---	\$0.00	\$0.01	\$0.00	\$0.00	\$0.01
<b>Totals</b>		\$16,996.14	\$24,319.78	\$5,575.35	\$3,080.55	\$49,971.82

Home Office Indirect Rate = 1.4309  
Fixed Fee Indirect Rate = 1.5000  
Fixed Fee = 7.25%

**STRAND ASSOCIATES, INC.**  
**ACTUAL COST NOT TO EXCEED**

**ID 4517-06-00 - Amendment 1**  
**V Allouez, Libal Street**  
**STH 172 - Kalb Avenue**  
**Local Street**  
**Brown County**

**DIRECT EXPENSES BY ITEM**

DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
Telecommunications	Month	2	\$15.00	\$30.00
Postage	Each	10	\$0.51	\$5.10
Printing/Reproduction (Black & White)	1 Each	145	\$0.15	\$21.75
Vehicle: Employee Owned (mileage)	1 Mile	300	\$0.625	\$187.50
Travel: Meals (Breakfast)	1 Each	5	\$8.00	\$40.00
Travel: Meals (Lunch)	1 Each	5	\$8.00	\$40.00
Travel: Meals (Dinner)	1 Each	5	\$16.00	\$80.00
Travel: Lodging	1 Day	5	\$100.00	\$500.00
Camera Equipment	1 Day	3	\$20.00	\$60.00
Survey Equipment (GPS)	1 Day	4	\$290.00	\$1,160.00
Survey Supplies (Stakes & Lath)	Bundle	1	\$35.00	\$35.00
Computer Usage	1 Hour	244	\$14.00	\$3,416.00

**TOTAL**

**\$5,575.35**



**STRAND ASSOCIATES, INC.  
ACTUAL COST NOT TO EXCEED**

ID 4517-06-00 - Amendment 1  
V Allouez, Libal Street  
STH 172 - Kalb Avenue  
Local Street  
Brown County

**Consultant Contract Total Fee Computation**

Project ID	Original Contract	ID 4517-06-00 - Amendment 1	Total for Contract
Number of Staff Hours	4138	361	4499
Total Direct Labor	\$162,529.14	\$16,996.14	\$179,525.28
Total Indirect Costs	\$247,336.85	\$24,319.78	\$271,656.63
Fixed Fee	\$29,458.41	\$3,080.55	\$32,538.96
Direct Expenses	\$53,050.91	\$5,575.35	\$58,626.26
<b>Subtotal</b>	<b>\$492,375.31</b>	<b>\$49,971.82</b>	<b>\$542,347.13</b>
ECS Midwest, LLC	\$5,785.00	\$0.00	\$5,785.00
Gowey Abstract & Title Company, Inc.	\$27,625.00	\$7,800.00	\$35,425.00
Commonwealth Heritage Group, Inc.	\$6,926.31	\$0.00	\$6,926.31
<b>Subcontract Total</b>	<b>\$40,336.31</b>	<b>\$7,800.00</b>	<b>\$48,136.31</b>
<b>Total Cost</b>	<b>\$532,711.62</b>	<b>\$57,771.82</b>	<b>\$590,483.44</b>

Home Office Indirect Rate: 1.4309  
Fixed Fee Indirect Rate: 1.5000  
Fixed Fee: 7.25%

# GOWEY Abstract & Title Company, Inc.

Corporate Office: 885 W. Broadway Ave., PO Box 150, Medford, WI 54451; (800) 673-8710

August 24, 2022

Mr. Brian Andreas  
Strand Associates  
[Brian.andreas@strand.com](mailto:Brian.andreas@strand.com)  
(608) 251-4843

RE: Project No. 4517-06-00  
Libal St., Village of Allouez, Brown County, Wisconsin  
Additional Parcels

Brian:

Our fee for D.O.T. Title Search Reports (back to 1911) is \$300.00 per parcel. (Typically required for PLEs and Fee Acquisition)

This quote includes all document copies and complies with the Department's definition of a parcel (that is, contiguous tax parcels owned by the same individual(s) constitute one parcel).

Subsequent follow-up reports are \$25.00 per parcel.

The total cost based on 24 additional Title Search Reports and 24 additional follow-up reports is \$7,800.00.

Total costs for the project not to exceed \$35,425.00 (an increase of \$7,800).

Said reports will be delivered 4-6 weeks after the DOT/Strand accepts this proposal and formally instructs GoweY to proceed.

If you have any questions, or if we can be of further assistance, please advise. Thank you for your consideration.

Respectfully,

GOWEY ABSTRACT & TITLE COMPANY, INC.



Michael S. Brandner

09-12-22

St. Francis Dr. Pictures







Item # 11

**Sean Gehin**

---

**From:** Sean Gehin  
**Sent:** Wednesday, August 10, 2022 8:53 AM  
**To:** 'Magee, Travis E'; Mindy Metoxen; Mike Mahloch; Ray Rock; Dan Becker; Murray, Sean  
**Cc:** Kohlbeck, Melissa R; Skipper, Steven C; Jeff Piette; Brad Lange  
**Subject:** Allouez-TDS Fiber

Good Morning,

We have been receiving a growing number of phone calls from Village residents concerned that their storm lateral may have been hit by the TDS fiber optic project. We expressed this concern to TDS and Quanta at last week's construction meeting. At which time we were told marked laterals were being potholed to the depth of the fiber to clear any conflict. However, unfortunately, Village as-builts may not show an existing storm lateral and as a result may not be located in the field by Excel. This has been a concern of ours well before the project began and a challenge faced on similar but smaller private utility projects in the Village. Because of this concern we had the following note provided on every plan sheet:

*Existing storm laterals serving the residential properties are located in the street right-of-way and for the most part they are shallow in nature (2.5 – 4 ft). The bore depth as shown will likely be in conflict with the existing laterals. Due to the Village's difficulty of accurately locating the existing storm laterals, please coordinate your chosen method of determining the exact location and depth of the laterals to avoid conflict.*

Unfortunately just because it wasn't marked doesn't mean that a lateral doesn't exist. More investigation and or due diligence is needed in the field to determine the presence and location of a storm lateral. If home's sump drain is outletting to a capped pipe at the house we know that a lateral exists. If not marked by Excel, the challenge will be locating at the fiber crossing.

To ensure that we are all doing our best to avoid conflict with private storm laterals, I would like to meet on-site to further discuss. I would like an in-field meeting this week to game plan a solution. I would suggest that we meet at 612 Sunrise Ln for this property has a lateral but wasn't recently located in the field.

I will make Jeff, Andy and Mike available at anytime on Thursday and or Friday morning. We appreciate you working with the Village to come to a resolution on this concern.

Thanks,

Sean J. Gehin, P.E.  
Director of Public Works  
Village of Allouez, WI  
(920) 448-2802

Attention: Effective 1/1/2022, my new email address will be:  
[sean.gehin@villageofallouezwi.gov](mailto:sean.gehin@villageofallouezwi.gov)

**From:** Magee, Travis E <TMagee@QuantaTelcom.com>  
**Sent:** Tuesday, August 9, 2022 4:54 PM  
**To:** Mindy Metoxen <mmetoxen@mcewi.com>; Kohlbeck, Melissa R <Melissa.Kohlbeck@quantatelcom.com>; Skipper, Steven C <Steven.Skipper@QuantaTelcom.com>

# VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453  
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2853

## Department of Public Works

### 2022 Construction – Project Schedule

August 4, 2022

The 2022 construction season in the Village of Allouez is winding down on some or all of the streets listed below:

#### **Resurfacing Projects:**

1. Jenkel Terrace & Gwynn Street- Lebrun St to Libal St
2. Patrick Court- Hoffman Rd to Termini
3. Michael Court- Hoffman Rd to Termini
4. Dauphin Street- Webster Rd to Libal St
5. Rustic Oaks Court- Kalb Ave to Termini
6. Hastings Street- Webster Ave to S Irwin Ave
7. Kenney Street- S Clay to Delahaut St

The scope of the resurfacing project includes:

- Removal and replacement of the asphalt pavement.
- Spot repair of defective concrete curb & gutter and driveway aprons
- Evaluation and preparation of the existing gravel base for asphalt paving
- Manhole & catch basin repairs

#### **The Doty- Safe Route to School Sidewalk Project:**

8. East River Drive- Lebrun St to Hoffman Rd (**Westside Only**)
9. Longview Avenue- E River Dr to Doty Elementary School (**Northside Only**)

The scope of the sidewalk project includes:

- Construction of a 5' concrete sidewalk generally located 6' from the existing back of curb
- Installation of ADA compliant curb ramps
- Spot repair to existing inlets and manholes adjacent to sidewalk
- Reconstruction of existing driveway aprons impacted by the sidewalk construction
- Landscaping and restoration of disturbed pavement areas

#### **14-Inch Watermain Repair Project includes:**

10. Repair work to be completed in WDOT right-of-way north of HWY 172 Westbound off Ramp at Webster Avenue. West to east project extends from Webster Ave. to Beaumont St.

The scope of the watermain repair project includes:

- The directional drilling of a new (+/- 600 feet) 14-inch HDPE Watermain
- Connection to existing watermain at Webster Ave. and Beaumont St.
- Abandonment of existing watermain
- Restoration of landscape, pavement and chain link fencing

#### **Jenkel Terrace & Gwynn Street – Lebrun St to Libal St**

Weather permitting the anticipated project schedule is as follows:

- Work started – May 3, 2022

- Work Completed – June 6, 2022

Project Status:

Project completed turf restoration to be monitored. Lawns to be mowed, by resident, as needed. \*\*\*See “Turf Restoration Note” below\*\*\*

**Patrick Court- Hoffman Rd to Termini**

Weather permitting the anticipated project schedule is as follows:

- Work started– May 3, 2022
- Work Completed – June 6, 2022

Project Status:

Project completed turf restoration to be monitored. Lawns to be mowed, by resident, as needed. \*\*\*See “Turf Restoration Note” below\*\*\*

**Michael Court- Hoffman Rd to Termini**

Weather permitting the anticipated project schedule is as follows:

- Work started – May 3, 2022
- Work Completed – June 6, 2022

Project Status:

Project completed turf restoration to be monitored. Lawns to be mowed, by resident, as needed. \*\*\*See “Turf Restoration Note” below\*\*\*

**Dauphin Street- Webster Rd to Libal St**

Weather permitting the anticipated project schedule is as follows:

- Work started – May 3, 2022
- Work Completed – June 6, 2022

Project Status:

Project completed turf restoration to be monitored. Lawns to be mowed, by resident, as needed. \*\*\*See “Turf Restoration Note” below\*\*\*

**Rustic Oaks Court- Kalb Ave to Termini**

Weather permitting the anticipated project schedule is as follows:

- Work started – May 3, 2022
- Work Completed – June 6, 2022

Project Status:

Project completed turf restoration to be monitored. Lawns to be mowed, by resident, as needed. \*\*\*See “Turf Restoration Note” below\*\*\*

**Hastings Street- Webster Ave to S Irwin Ave**

Weather permitting the anticipated project schedule is as follows:

- Work started – May 3, 2022
- Work Completed – June 6, 2022

Project Status:

Project completed turf restoration to be monitored. Lawns to be mowed, by resident, as needed. \*\*\*See “Turf Restoration Note” below\*\*\*

**Kenney Street – Clay St to Delahaut St**

Weather permitting the anticipated project schedule is as follows:

- Work started – May 3, 2022
- Work Completed – June 6, 2022

Project Status:

Project completed turf restoration to be monitored. Lawns to be mowed, by resident, as needed. \*\*\*See "Turf Restoration Note" below\*\*\*

**East River Drive- LeBrun St to Hoffman Rd (Westside Only)**

Weather permitting the anticipated project schedule is as follows:

- Work to Begin - Monday June 13<sup>th</sup>, 2022.
- Substantial Completion Date - September 9<sup>th</sup>, 2022.

Project Status:

Project completed turf restoration to be monitored. Lawns to be mowed, by resident, as needed. \*\*\*See "Turf Restoration Note" below\*\*\*

**Longview Avenue- E River Dr to Doty Elementary School (Northside Only)**

Weather permitting the anticipated project schedule is as follows:

- Work to Begin - Monday June 13<sup>th</sup>, 2022
- Substantial Completion Date- September 2<sup>nd</sup>, 2022

Project Status:

Project completed turf restoration to be monitored. Lawns to be mowed, by resident, as needed. \*\*\*See "Turf Restoration Note" below\*\*\*

**14-Inch Watermain Replacement Project (In WDOT right-of-way north of HWY 172 Westbound off Ramp at Webster Avenue)**

Weather permitting the anticipated project schedule is as follows:

- Work started - May 16, 2022
- Work Completed - June 2, 2022

Project Status:

Project completed, with the exception of the small road repair at the south end of Beaumont St, turf restoration to be monitored.

Sincerely,



Sean Gehin, P.E.  
Director of Public Works  
Ph. 920-448-2800  
Email: [sean.gehin@villageofallouezwi.gov](mailto:sean.gehin@villageofallouezwi.gov)



Jeff Piette  
Senior Engineering Technician  
Ph. 920-448-2809  
Email: [jeff.piette@villageofallouezwi.gov](mailto:jeff.piette@villageofallouezwi.gov)



**\*\*\*Turf Restoration Note\*\*\***

The contractor **is** responsible to water for 21-days unless there is sufficient rain (greater than 1-inch per week). After 21-days watering will be at the discretion of the resident. Weeds will be visible as the new turf begins to grow. This is a common occurrence with turf restoration and to control the weeds please mow on a regular basis. When properly maintained the grass will eventually choke out the weeds. It typically takes a few growing seasons to fully restore a lawn.

When the new blades of grass reach a height of 3-4" it is time to mow. Raise the blade on the mower a little higher than normal and begin to maintain the lawn as it was done in the past.