

**AGENDA**  
**PUBLIC WORK'S COMMITTEE MEETING**  
**Wednesday, October 12<sup>th</sup>, 2022**  
**5:30 P.M., Allouez Village Hall**

1. MODIFY/ADOPT AGENDA
2. APPROVE MINUTES
  - a. From the June 20<sup>th</sup>, 2022 meeting
  - b. From the September 14<sup>th</sup>, 2022 meeting
3. ANNOUNCEMENTS
  - a. Resignation of Cole Erickson, Engineering Technician
  - b. Fall Clean-up Begins October 17<sup>th</sup> – November 17<sup>th</sup>
4. PUBLIC APPEARANCES

**NEW BUSINESS:**

5. DISCUSSION/ACTION RE: 2023 PUBLIC WORKS BUDGET (DPW Gehin)
6. DISCUSSION/ACTION RE: 2023 STREET RECONSTRUCTION – PROPOSED ROADWAY WIDTHS (DPW Gehin)
7. DISCUSSION/ACTION RE: HYDROCOP RESIDENTIAL PROPOSAL FOR CROSS-CONNECTION CONTROL SERVICES (DPW Gehin)

**DISCUSSION/REPORT:**

8. REPORT RE: AMENDMENT NO. 2 OF LIBAL STREET ENGINEERING AGREEMENT (DPW Gehin)
9. REPORT RE: TDS UTILITY PROJECT – LOCATING OF STORM LATERALS (DPW Gehin)
10. 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**  
**Monday, June 20<sup>th</sup>, 2022 (rescheduled from June 15, 2022)**  
**5:30 P.M., Allouez Village Hall**

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

MODIFY/ADOPT AGENDA

Meeting called to order by Chairperson Genrich at 5:32pm.

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

APPROVE MINUTES from the May 11<sup>th</sup>, 2022 meeting

**Beyler/Genrich moved to approve the May 11, 2022 minutes. Motion carried.**

PUBLIC APPEARANCES

- None

ANNOUNCEMENTS

- Resignation of Derek Taylor, Engineering Tech
- Retirement of Joe Frisbie, Street Department
- Promotion of Bob Lamine to the Street Foreman Position

AUTHORIZATION TO FILL OPEN ENGINEERING TECHNICIAN POSITION

Gehin informed the committee that with the departure of the previous Engineer Technician, he would like to post for the position. Gehin indicated that he is requesting a change in the number of years of experience to read 0 to 3 years of experience.

Discussion:

- Suggest changing years of experience to 0 – 5 years
- Post the entire pay range

**Beyler/Lefebvre moved to recommend to the village Board the filling of the open Engineering Technician position with the changes discussed. Motion carried.**

AUTHORIZATION TO FILL OPEN STREET DEPARTMENT SPECIAL EQUIPMENT OPERATOR POSITION

Gehin – Due to a recent retirement, we have an open Special Equipment Operator position to fill.

Discussion:

- Do we pay for CDL certification? Include entire pay range.

**Lefebvre/Collison moved to recommend to the Village Board filling of the Special Equipment Operator position with the recommended changes. Motion carried.**

#### AUTHORIZATION TO FILL OPEN STREET MECHANIC II POSITION

Gehin – with the promotion of Bob Lamine to Street Foreman, the Street Mechanic II position is currently vacant.

Discussion:

- Post for the position internally first
- Degree in Auto Mechanic required and 5 years of experience
- Post the salary range

**Beyler/Collison moved to recommend to the Village Board the filling of the Street Mechanic II position with the recommended changes. Motion carried.**

#### PROPOSED LOCATIONS OF LONGVIEW AVE. TDS NODE AND EASEMENT

Gehin –

- TDS will be installing 3 Nodes total in the village during their fiber optic project.
- Two of these Nodes will be located on village property (St. Joseph and Longview) and one will be on private property.
- The St. Joseph Node has already been approved and staff is looking for approval of the proposed Longview Ave. Node location.
- Node to be placed on Village property within an existing 12' utility easement.

**Lefebvre/Collison moved to recommend to the Village Board approval of the TDS node placed on Village property. Motion carried.**

#### 2021 CMAR

Gehin - Annually we are required to put together a report summarizing our maintenance and operational activities for our sanitary sewer collection system.

- DNR requires the Village Board pass a resolution indicating we reviewed and approved it.
- Provided an overview of the annual report of the sanitary sewer collection system, what we had done in 2021 and our goals.
  - o Continue to replace aging sanitary sewer (Relayed, lined and pipe burst 6,570 ft of sanitary sewer under village projects in 2021.)
  - o Replace aging & failing sanitary sewer laterals
  - o Annual televising (12,250 feet)
  - o Annual sewer cleaning program- cleaned over 33% of the sewer system
  - o Develop more extensive sewer TV program, purchased a new Sewer Jetting Truck in 2022 equipped with jets can camera.
  - o Identify and minimize I & I

- Improve accuracy of sewer mapping. Hired consultant to renovate Village GIS platform and mapping system

Discussion:

Are we seeing any results in our proactive approach?

**Beyler/Collison moved to recommend to the Village Board the adoption of the Resolution 2022-15 and the 2021 CMAR report. Motion carried.**

#### CAMEO COURT STREET LIGHTING REQUEST

**Lefebvre/Beyler moved to table until the residents of Cameo Court can attend. Motion carried.**

#### 2022 CONSTRUCTION PROJECT UPDATE

Gehin –

- Streets resurfacing projects have been paved and landscaping is completed.
- 14" water main replacement project has been completed.
- Doty Safe Routes to School project has started.

#### ADJOURNMENT

**Beyler/Lefebvre moved to adjourn at 6:22pm. Motion carried.**

*Minutes submitted by Brad Lange and Sean Gehin*

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

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

Chairperson Genrich called the meeting to order at 5:30pm.

MODIFY/ADOPT AGENDA

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

APPROVE MINUTES from the August 10<sup>th</sup>, 2022 meeting

**Lefebvre/Beyler moved to approve the August 10, 2022 minutes as presented. Motion carried.**

ANNOUNCEMENTS

- Hiring of Michael S. Mincheski to fill Vacant Special Equipment Operator Position
- Water Main Flushing September 6<sup>th</sup> – 30<sup>th</sup>
- Central Brown County Water Authority 2023 Budget Hearing on September 28<sup>th</sup> at 3:00 p.m.

PUBLIC APPEARANCES

- None

PRIVATE COLLECTING AND HAULING OF GARBAGE AND RECYCLABLES

Gehin - Currently, garbage and recycling collection services are provided by the Village's Street Department.

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.

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.

Discussion:

- Don't see a down side for looking into this
- Would there be a staff reduction and if so, would it be through retirement only
- Is 2.5% CPI correct with current inflation
- Would we still do our bulk pick up in house?
  - Yes, the contract would be for daily garbage/recycling only
- Is an RFP the best option and how do you intend on scoring the proposals?

**Collison/Beyler moved to recommend to the Village Board sending out a formal Request for Proposal for the weekly collection of garbage and recyclables. Motion carried.**

#### RECYCLING INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Gehin –

- 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 resolution from the Village Board is required supporting a collective effort with our neighboring communities to educate residents about the importance of recycling and their responsibility to do so.
- Village Board approval of the attached Recycling Intergovernmental Cooperative Resolution will ensure our eligibility for the 2023 recycling grant. The grant application is due October 1<sup>st</sup>.

**Beyler/Collison moved to recommend to the Village Board the adoption of the Intergovernmental Cooperative Resolution. Motion carried.**

#### LOCAL ROAD IMPROVEMENT GRANT AGREEMENT FOR GREENE AVENUE

Gehin –

- The village was recently notified by Wisconsin DOT that we have been awarded a \$400,000 Local Road Improvement Program (LRIP) Grant for the reconstruction of Greene Ave. from East River Drive to Libal Street.
- Included in the grant will be sidewalks on one side of Greene Ave and a Rapid Flashing Beacon at Greene Ave and Webster Ave. Tentatively speaking looking to construct in 2025.

## ENGINEERING SERVICES FOR 2023 STREET AND UTILITY RECONSTRUCTION PROJECT

Gehin - two proposals were received for the engineering and preparation of plans for the reconstruction of four streets in 2023.

Three Village staff members reviewed and scored the proposals and selected RaSmith.

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.

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

- 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)

RaSmith's engineering fee is \$102,765.

## AMENDMENT NO. 1 OF LIBAL ST. ENGINEERING AGREEMENT

Gehin - Strand Associates has prepared an engineering amendment to the three-party design engineering services agreement. WDOT and Village staff have reviewed and provided comment. 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 cost. The estimated project cost for design and construction is \$5,300,000.

#### EXISTING CONDITION OF THE ST. FRANCIS DR. PUBLIC UTILITIES (LANGLADE RD. TO CRESCENT DR.)

Gehin –

- Last week back-to-back water main breaks occurred on St. Francis Dr. between Langlade Rd. and Crescent Dr.
- Averaging 2 – 4 per year.
- Records indicate water and sewer were installed in the late 1920's or early 1930's.
- Storm sewer was constructed in 1965.
- Further staff evaluation of underground utilities will be completed.
- Future 5-yr Capital Improvement Planning to consider when best to improve St. Francis Dr. infrastructure.

#### TDS UTILITY PROJECT – LOCATING OF STORM LATERALS

Gehin –

- High volume of complaints and concerns received from Village residents regarding fate of private storm laterals.
- Due to a lack of records, utility locator is unable to determine where the laterals are located and not willing to guess.
- All permits issued to date have highlighted the fact we do not know where these are located and it is the responsibility of the contractor to determine a method in the field to do so.
- Contractor has repaired those they have hit, but we are unsure of those that may have been hit but not yet reported by homeowner.
- Meeting with TDS to come up with a plan to avoid conflict with private storm laterals.

#### 2022 CONSTRUCTION PROJECT UPDATE

Gehin - Doty Safe Route to School sidewalk project is wrapping up.  
Street Resurfacing Projects have been completed.  
14" Watermain Replacement Project has been completed.

#### ADJOURNMENT

**Beyler/Collison moved to adjourn at 6:30pm. Motion carried.**

Minutes submitted by Brad Lange and Sean Gehin





## NOTICE TO VILLAGE OF ALLOUEZ RESIDENTS

**Weather permitting, Fall Clean-Up (the collection of leaves and yard waste) is scheduled from October 17th – November 17th.** The last day to put yard waste/leaves to the curb for pick up is November 13th. Leaves and yard waste should be placed in separate piles behind the curb – **NOT IN THE STREET. Bagged material will not be collected by the Village.** If residents wish to bag their yard waste, they will need to contact a private hauler for collection or take the yard waste to the LeBrun Road yard waste site. Leaf Collection map will be posted on our website once fall clean-up begins.

**“Yard Waste”** is defined by the village as: All materials originating in the yard and garden which are capable of natural decomposition, including leaves and other vegetation. Yard waste cannot include brush, stumps, plant stalks, tree roots, or root balls.

Crews will collect leaves and yard waste throughout the Village following regular garbage collection routes. However, depending on the amount of yard waste placed at the curb, crews will not always be able to pick this material up on the same day as the garbage is collected.

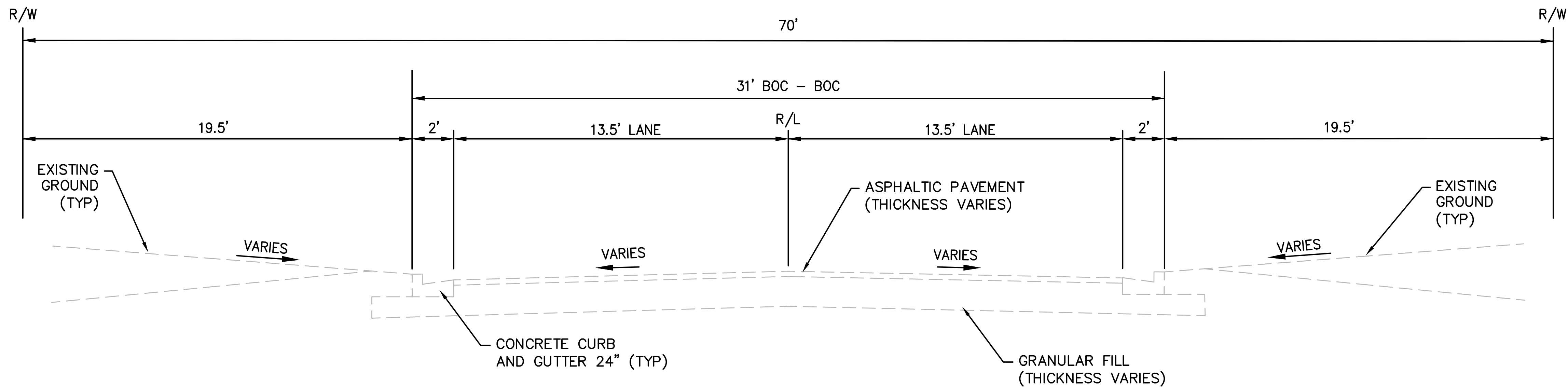
**THERE IS NO BRUSH OR BULK PICKED UP DURING FALL CLEAN-UP**  
**THEREFORE DO NOT PLACE BRUSH OR BULK AT THE CURB DURING FALL CLEAN-UP.** **“Brush”** is defined by the village as: Trimmings from shrubs, trees, and stalks from garden plants (Rosebush and Bamboo). Brush piles must be free of loose leaves, grass, and yard waste; it cannot include tree roots or root balls.

**GREEN GRASS WILL NOT BE COLLECTED BY THE VILLAGE.** Green grass can be taken to the yard waste site on LeBrun Road.

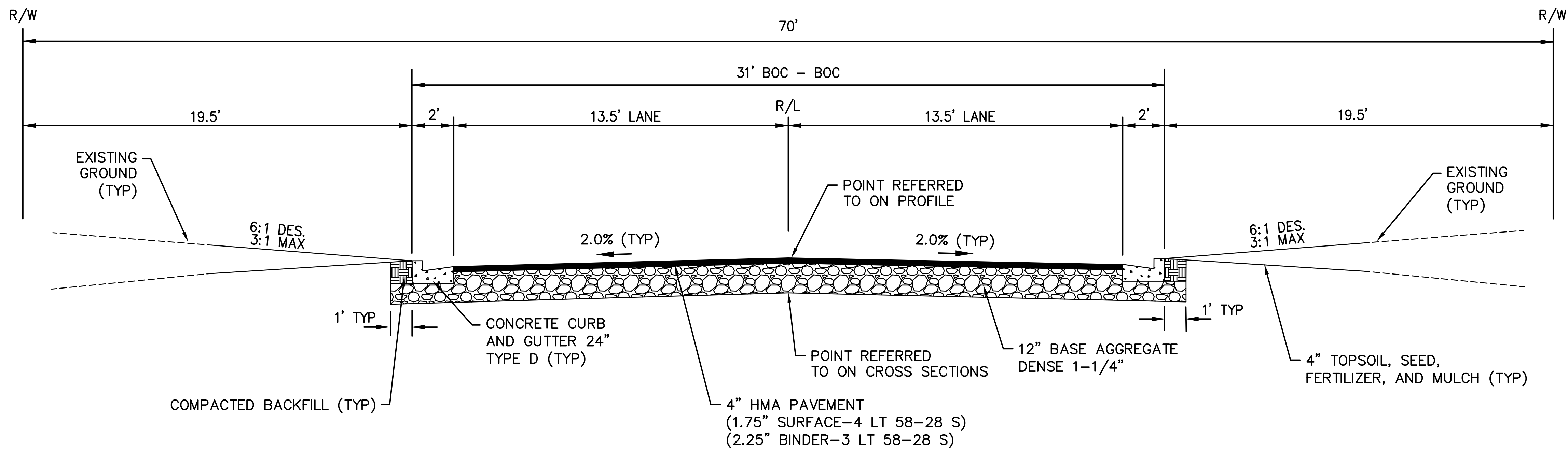
**LEBRUN YARD WASTE SITE (for Allouez Residents Only!) IS OPEN 24/7**

(LeBrun Yard waste is located on Le Brun Street -take East River Drive, or Libal Street, or Webster Avenue south towards De Pere.)

It is not possible to accurately tell residents the exact day their yard waste will be picked up, but once collection begins information will be available on the Village's website. If additional information is needed, please call the Village Hall at 448-2800 during office hours. Thank you for your cooperation.



EXISTING TYPICAL SECTION  
KAREN LN (LIBAL ST TO GREENWALD ST)



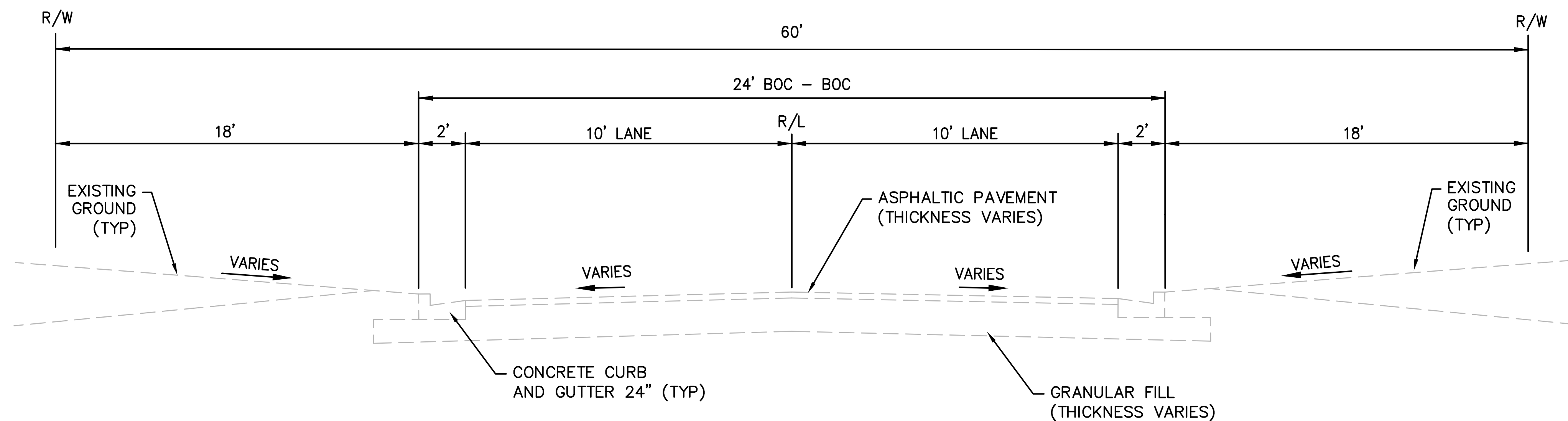
FINISHED TYPICAL SECTION  
KAREN LN (LIBAL ST TO GREENWALD ST)



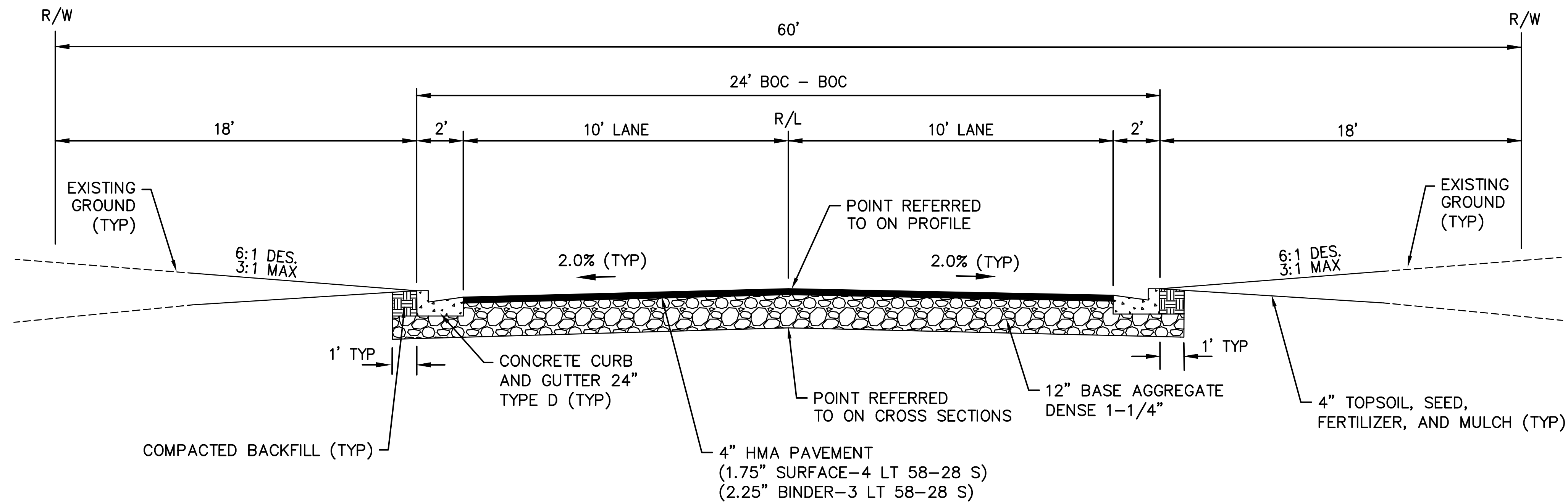
Know what's below.  
Call before you dig.

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR  
DAMAGES, LIABILITY OR COSTS RESULTING FROM  
CHANGES OR ALTERATIONS MADE TO THIS PLAN  
WITHOUT THE EXPRESSED WRITTEN CONSENT OF  
R.A.SMITH, INC.

DESCRIPTION		DATE
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EXISTING TYPICAL SECTION  
ALLOUEZ TERRACE (RIVERSIDE DR TO EAST TERMINI)



FINISHED TYPICAL SECTION  
ALLOUEZ TERRACE (RIVERSIDE DR TO EAST TERMINI)



Know what's below.  
Call before you dig.

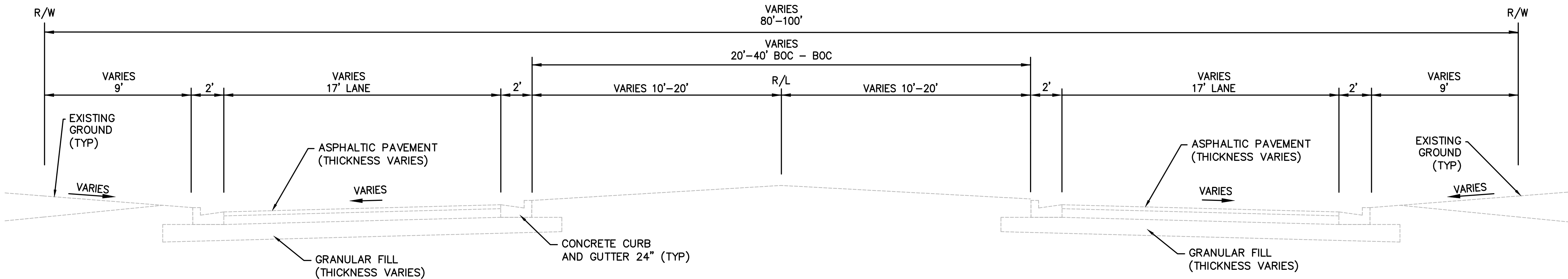
R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

DESCRIPTION	
DATE	
16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com	
<b>raSmith</b> CREATIVITY BEYOND ENGINEERING	
Brookfield, WI   Milwaukee, WI   Appleton, WI   Madison, WI   Cedarburg, WI Mount Pleasant, WI   Naperville, IL   Irvine, CA	
VILLAGE OF ALLOUEZ AL-2023-01 STREET AND UTILITY RECONSTRUCTION PROJECT	TYPICAL SECTIONS
© COPYRIGHT 2022 R.A. Smith, Inc. DATE: 11/01/2022 SCALE: 1" = 3' JOB NO. 1220017 PROJECT MANAGER: DOUG SENSO, P.E. DESIGNED BY: RJW CHECKED BY: SJL	
SHEET NUMBER - - - -	



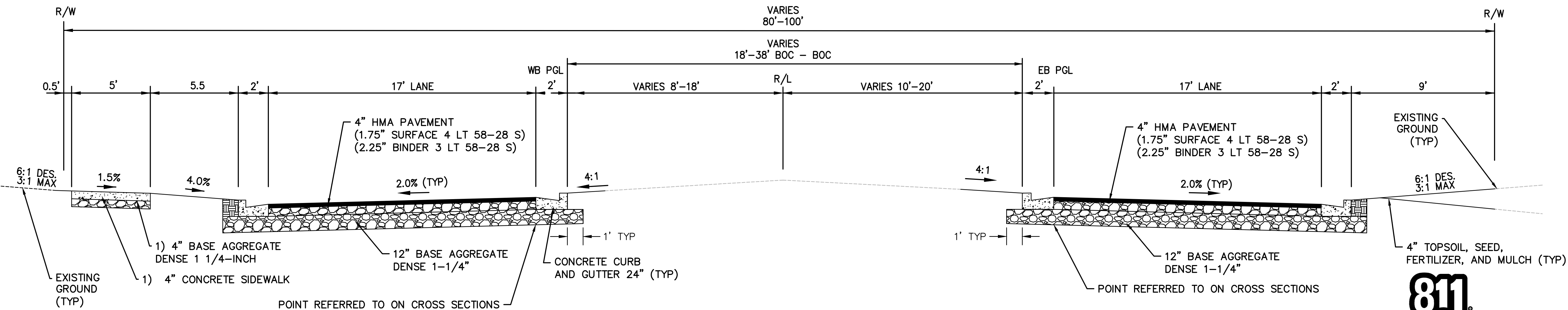






EXISTING TYPICAL SECTION

ROSELAWN BOULEVARD (1,400' EAST OF RIVERSIDE DR TO WEBSTER AVE, DIVIDED)



- 1) ALTERNATE BID ITEM. CONSTRUCTION OF CONCRETE SIDEWALK, PLACEMENT OF BASE AGGREGATE, AND RELATED EXCAVATION TO BE BID AS AN ALTERNATE TO THE CONTRACT. FINISHED GRADING OF BOULEVARD, SIDEWALK, AND BACKSLOPE TO BE CONSTRUCTED PER PLAN AND INCLUDED IN BASE BID.

FINISHED TYPICAL SECTION

ROSELAWN BOULEVARD (1,400' EAST OF RIVERSIDE DR TO WEBSTER AVE, DIVIDED)



Know what's below.  
Call before you dig.

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

DESCRIPTION		DATE		16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com		raSmith CREATIVITY BEYOND ENGINEERING		Brookfield, WI   Milwaukee, WI   Appleton, WI   Madison, WI   Cedarburg, WI Mount Pleasant, WI   Naperville, IL   Irvine, CA	
VILLAGE OF ALLOUEZ		AL-2023-01 STREET AND UTILITY		RECONSTRUCTION PROJECT		TYPICAL SECTIONS			
© COPYRIGHT 2022 R.A. Smith, Inc.		DATE: 11/01/2022		SCALE: Custom		JOB NO. 1220017		PROJECT MANAGER: DOUG SENSO, P.E.	
								DESIGNED BY: RJW	
								CHECKED BY: SJL	
								SHEET NUMBER	
								- - - - -	



## **RESOLUTION 2022-19**

### **VILLAGE OF ALLOUEZ**

**Whereas**, the Village of Allouez will be reconstructing Karen Lane (Libal Street to Greenwald Street), Allouez Terrace (Riverside Drive to Termini) and Jackson Street (Allouez Terrace to Derby Lane) in 2023; and

**Whereas**, the existing roadway width for Karen Lane, Allouez Terrace and Jackson Street is measured 31-, 24- and 30-feet from back of curb to back of curb (BOC) respectively; and

**Whereas**, the existing roadway width is adequately serving the land use and existing traffic; and

**Whereas**, it is being proposed to reconstruct the roadways matching existing BOC to BOC widths; and

**Whereas**, by Village Code 350-10 Street Width, the minimum roadway width for a local street is 33-feet measured from BOC to BOC; and

**Whereas**, the Village Code does allow for an exception to the minimum width requirement by resolution.

**BE IT RESOLVED** by the VILLAGE BOARD of the VILLAGE OF ALLOUEZ, County of Brown, State of Wisconsin, that the ALLOUEZ VILLAGE BOARD has reviewed and grants the exception from the 33-feet minimum street requirement for the street reconstruction projects described above.

**PASSED AND ADOPTED** by the Village Board on the 18<sup>th</sup> day of October, 2022.

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James F. Rafter, President

ATTEST:

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Carrie C. Zittlow, Clerk-Treasurer



## § 350-10 **Street widths.**

- A. Minimum requirements. The following shall be minimum requirements in the acquisition, design, improvement, construction or altering of any of the streets of the Village:
- (1) Property dedicated or otherwise conveyed to the Village for street purposes after the effective date of this code shall provide for right-of-way with a minimum width of 70 feet.
  - (2) Any installation of curbs and gutters and replacement of existing curbs and gutters upon streets shall be located so as to provide roadways of a minimum width of 32 feet (33 feet as measured back to back on the curbs).
  - (3) Any installation of curb and gutter and any replacement of existing curb and gutter upon designated through streets shall be located so as to provide a roadway of a minimum width of 44 feet (45 feet as measured back to back on the curbs).
- B. Exceptions. The Village Board may, by written resolution, grant an exception from the requirements of this section in any specific case where the Board considers that there is a need for granting such exception.

## § 350-11 **Driveways.** <sup>[1]</sup>

- A. No driveway shall be constructed in the Village of Allouez unless such driveway complies with the following requirements. As used in this section, the word "driveway" shall include any street access and/or curb cut for a driveway.
- B. No driveway shall exceed 40 feet in width at the curbline or 30 feet in width at the sidewalk line closest to the street.

[1] *Editor's Note: See also Ch. 475, Zoning, § 475-9, Driveways.*

## § 350-12 **Curbs and gutters.**

- A. Curb and gutter required. No street in the Village shall be permanently improved unless curb and gutter shall be installed on each side of the street in accordance with plans and specifications approved by the Public Works Department.
- B. Street access/driveways. A street access/driveway may be installed in an existing street subject to the following conditions. This section shall also apply to new construction on a street or lot.
- (1) When a new curb opening is to be made, the property owner shall remove the entire curb section to the nearest joint on either side of the driveway opening and pour a new concrete gutter section with curb opening in accordance with specifications provided by the Public Works Department.
  - (2) If concrete driveway is to be installed between curb and lot line, a three-fourths-inch expansion joint shall be placed along a line at the back of the curb section.
  - (3) No more than one driveway entrance and approach shall be constructed for any lot or premises except where deemed necessary and feasible without the impairment of safety, convenience and utility of the street as determined by the Public Works Department. Driveway approaches shall be at least 10 feet apart except by special permission from the Public Works Department, and all driveways shall be placed so as to not interfere with utilities in place. All costs of relocating utilities shall be the responsibility of the property owner and shall be approved by the Public Works Department before any utility may be relocated and the driveway installed.

# PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this January 1<sup>st</sup> 2023 by and between the Village of Allouez organized and existing under the laws of the State of Wisconsin, referred to as “Utility”, and HydroCorp™ a Michigan Corporation, referred to as “HydroCorp”.

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in residential facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users’ facilities, complete and accurate data is not always available.

## ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections
- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
  - Review/establish procedures and protocol for addressing specific hazards
  - Review/establish program reporting procedures including electronic reporting tools
  - Review/establish educational and public awareness brochures
- 2.2 INSPECTIONS.** HydroCorp will perform initial inspections at residential water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.
- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
  - *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements. Compliance inspections shall be conducted by HydroCorp upon approval at a per occurrence fee of \$65.00.
- 2.3 INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.
- 2.4 PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:
- Prioritize and schedule inspections
  - Notify users of inspections, backflow device installation and testing requirements if applicable
  - Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing notification and compliance.)
  - Maintain program to comply with all DNR regulations
- 2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:
- Name, location and date of inspections
  - Number of facilities inspected/surveyed
  - Number of facilities compliant/non-compliant
- 2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:
- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
  - Penalties for noncompliance.
- 2.7 VACUUM BREAKERS.** **Utility shall** provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.



- 2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:
- Residential
- 2.11 **INSPECTION TERMS.** HydroCorp will perform **(300) Initial** inspections over a **(12)** month contract period. The total inspections include all initial inspections. Compliance inspections shall be performed by HydroCorp upon approval at a per occurrence fee of \$65.00. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 **COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all residential facilities.
- 2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 **CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **300** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

### ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **January 1<sup>st</sup> 2023** and end **(12) months** from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this agreement the Utility will have the option to renew for a one (1) year term. Any increases in pricing for the one-year renewal will be equal to the annual Consumer Price Index as measured in the local/regional area at the time of renewal.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$1550.00** per month, **\$18,600.00** annually for a **one (1)** year contract period totaling **\$18,600.00**.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

## **ARTICLE V. Risk Management and General Provisions**

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



**5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

**5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.

**5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

**5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

**5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

**5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

**5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

**5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

**5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.



- 5.12 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin.
- 5.13 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 **NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp  
c/o Craig Wolf  
5700 Crooks Road, Ste. 100  
Troy, MI 48337  
(612) 850-8939

If to Utility:

Village of Allouez  
1900 Libal St  
Greenbay, WI 54301

- 5.15 **SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

#### **SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**Village of Allouez**

\_\_\_\_\_  
By:  
Title:

**HydroCorp**



\_\_\_\_\_  
By: Craig Wolf





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# Appendix

## Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



# 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: 10/04/2022

### **AMENDMENT NO. 2 OF THE LIBAL STREET ENGINEERING AGREEMENT**

Strand Associates has prepared a second 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 was included in the Village Board packet. A final draft copy of the amendment will be distributed at the time of the meeting.

The primary reasons for this amendment are as follows:

1. Redesign of the storm sewer between Mission Road and Allouez Ave and the incorporation of Municipality-provided memorandum regarding storm sewer design into project documentation – Water Quality and Design Reports.
2. Incorporation of McMahon's culvert replacement plan sheets, construction details, line work and bid items into Strand's plan set.
3. Identifying and the proper reporting of any wetland impacts associated with the replacement of the existing culvert south of Optimist Park (Sta. 88+40)
4. The drafting of proposed storm laterals to include preparation of a construction detail and preparing contract special provisions for storm lateral and connector.

The amendment in the amount of \$14,218.43 will increase the engineering agreement cost from \$590,483.44 to \$604,701.87. 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. 2 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 MUNICIPALITY requested the connection of the proposed storm sewer trunk line to proposed storm sewer sump pump laterals from STH 172 (Station 11+00) to Allouez Avenue from the proposed storm sewer trunk line to the existing right of way.
2. The MUNICIPALITY requested the proposed storm sewer trunk line between Mission Road (Station 43+90) north to the low point (Station 50+50) be redesigned based on the memorandum provided by the MUNICIPALITY dated September 23, 2022.
3. The MUNICIPALITY requested the CONSULTANT incorporate MUNICIPALITY-provided proposed culvert replacement (Station 88+40) into the PROJECT's plan, quantities, and estimate.

For all contract services, actual costs to the CONSULTANT up to \$523,114.45 (an increase of \$13,306.28), plus a fixed fee of \$33,451.11 (an increase of \$912.15), not to exceed \$556,565.56 (an increase of \$14,218.43).

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 (no change) for units delivered based on rates in the following table below:

Item Description	Quantity	Unit Type	Unit Cost Rate	Totals
Title Search	109	Each	\$300	\$32,700
Title Search Update	109	Each	\$ 25	\$ 2,725

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 \$604,701.87 (an increase of \$14,218.43).

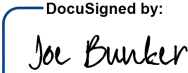
The DEPARTMENT REPRESENTATIVE is Douglas Kirst, P.E.; WisDOT NE Region, 944 Vanderperren Way, Green Bay, Wisconsin 54304; douglas.kirst@dot.wi.gov; and 920-362-0389.

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:   
80EAD785BE9D427...  
Joseph M. Bunker

Title: Corporate Secretary

Date: 07 october 2022

For the DEPARTMENT

By:   
C38C7986F504452...  
Andrew D. Zuker

Title: Consultant Unit Supervisor

Date: 07 october 2022

For the MUNICIPALITY

By:   
245B5B6E3DB2448...  
James Rafter

Title: Village President

Date: 07 october 2022

## **VI. SPECIAL PROVISIONS**

### **SCOPE OF SERVICES**

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

ADD the following:

- h. Incorporate MUNICIPALITY-provided memorandum dated September 23, 2022, regarding storm sewer design between Mission Road (Station 43+90) north to the low point (Station 50+50) into the DSR.
- i. Update the Stormwater Drainage Water Quality Report based on MUNICIPALITY-provided memorandum dated September 23, 2022; MUNICIPALITY-provided proposed culvert replacement plans; and connection from proposed storm sewer trunk line to storm sewer sump pump laterals.

#### **C. ENVIRONMENTAL DOCUMENTATION**

Item a., ADD the following:

Incorporate impacts from MUNICIPALITY-provided proposed culvert replacement (Station 88+40), including new wetland impacts into the CEC.

REPLACE Item e.(3) in its entirety with the following:

- (3) Identify wetland impacts in conjunction with the WDNR for compensation for wetland loss, if necessary, following the procedures in the MANUAL and the DEPARTMENT's Wetland Mitigation Banking Technical Guidelines dated March 2002. Impacts to wetlands are anticipated related to the proposed culvert replacement (Station 88+40). Update and resubmit the necessary Wetland Impact Tracking Form. Create a wetland impacts exhibit.

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

REPLACE Item j. in its entirety with the following:

- j. Review existing storm sewer lateral sump locations, using MUNICIPALITY-supplied record drawings, and draw into CAD. Revise previously drafted sump pump lateral locations, if needed, based on the red-lined markup PDF file provided by MUNICIPALITY based on its review of the existing televising reports from STH 172 to Allouez Avenue.

ADD the following:

- k. Design and draft proposed storm sewer sump pump laterals (81 are anticipated) from STH 172 (Station 11+00) to Allouez Avenue from the proposed storm sewer trunk line to the existing right of way. Draft in locations as shown by the MUNICIPALITY. Size and materials for the laterals will be six-inch PVC. Sizing and capacity analysis is not included. Draft and annotate horizontal location of laterals into the storm sewer sheets. Miscellaneous quantities table will provide storm sewer sump pump lateral station location and pipe length. Elevations will not be provided. Vertical conflicts with utilities will not be verified (proposed storm sewer trunk line is anticipated to be above water and sewer mains). Include MUNICIPALITY-provided construction detail for the connector to be used from the proposed storm sewer trunk line to the proposed storm sewer sump pump lateral.
- l. Redesign the proposed storm sewer trunk line from Mission Road (Station 43+90) north to the low point (Station 50+50), in accordance with the MUNICIPALITY-provided memorandum dated September 23, 2022. Update storm sewer line work, storm sewer sheets, StormCAD model, and storm sewer table.

- m. Incorporate MUNICIPALITY-provided proposed culvert replacement (Station 88+40) plan sheet, construction detail, line work in .dwg format, and bid items into the PROJECT plan. Incorporate MUNICIPALITY-provided culvert replacement information into plan detail sheets.

J. PLANS, SPECIFICATION, AND ESTIMATES (PS&E)

ADD the following:

- d. Prepare and incorporate special provisions related to storm sewer sump pump laterals; the memorandum provided by the MUNICIPALITY dated September 23, 2022; and MUNICIPALITY-provided proposed culvert replacement (Station 88+40) into the PS&E documents. Prepare a Patented or Proprietary Justification Form (DT1584).

M. SERVICES PROVIDED BY THE MUNICIPALITY

ADD the following:

- 14. General specifications for storm sewer laterals and connection. Red-lined construction detail for connector to be used between storm sewer sump pump lateral and storm sewer trunk line.
- 15. Memorandum dated September 23, 2022, regarding the storm sewer design between Mission Road (Station 43+90) north to the low point (Station 50+50).
- 16. Proposed culvert replacement (Station 88+40) information including construction detail; line work (.dwg format); special provisions (if needed); earthwork; and all bid items, quantities, and unit prices associated with the removal and replacement of the proposed culvert.
- 17. Red-lined storm sewer sump pump lateral locations from STH 172 (Station 11+00) to Allouez Avenue.
- 18. MUNICIPALITY shall review televising reports (STH 172 to Allouez Avenue) and provide a red-lined PDF file (of ENGINEER-provided draft storm sewer plan sheet) to communicate needed sump pump lateral location revisions (if any).

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 October 6, 2022.

Deliverable	Date
MUNICIPALITY-Provided Proposed Culvert Information (listed in Section M)	October 6, 2022
MUNICIPALITY-Provided Storm Sewer Sump Pump Lateral Locations	October 6, 2022
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
MUNICIPALITY-Provided Storm Sewer Sump Pump Lateral Location Revisions (if any)	May 1, 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 2**  
**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 2  
V Allouez, Libal Street  
STH 172 - Kalb Avenue  
Local Street  
Brown County**

**CONSULTANT DIRECT LABOR RATES (October 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 2**  
**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 Erosion Control and Landscaping	768.0	0	\$0.00	0	\$0.00	1	\$42.03	0	\$0.00	0	\$0.00	1	\$42.03
Environmental Documentation and Agency Coordination - Scoping Task	769.0	0	\$0.00	1	\$53.06	3	\$126.09	1	\$35.67	0	\$0.00	5	\$214.82
Design Geometrics and Details - Scoping Task	776.0	1	\$71.59	2	\$106.12	3	\$126.09	0	\$0.00	1	\$33.68	7	\$337.48
Plan Preparation	776.25	0	\$0.00	0	\$0.00	4	\$168.12	5	\$178.35	0	\$0.00	9	\$346.47
Design Drainage - Scoping Task	778.0	2	\$143.18	21	\$1,114.26	28	\$1,176.84	8	\$285.36	0	\$0.00	59	\$2,719.64
Develop Quantities and Estimates - Scoping Task	786.0	0	\$0.00	0	\$0.00	3	\$126.09	0	\$0.00	0	\$0.00	3	\$126.09
Develop Traffic Control and Staging - Scoping Task	788.0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Design Signing and Pavement Marking	819.0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Develop PSE Documents - Scoping Task	856.0	1	\$71.59	1	\$53.06	1	\$42.03	0	\$0.00	1	\$33.68	4	\$200.36
Manage Project Scope and Schedule	887.0	2	\$143.18	9	\$477.54	5	\$210.15	0	\$0.00	0	\$0.00	16	\$830.87
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>9</b>	<b>\$644.31</b>	<b>34</b>	<b>\$1,804.04</b>	<b>48</b>	<b>\$2,017.44</b>	<b>14</b>	<b>\$499.38</b>	<b>2</b>	<b>\$67.36</b>	<b>107</b>	<b>\$5,032.53</b>

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

ID 4517-06-00 - Amendment 2  
V Allouez, Libal Street  
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TASK	ACTIVITY CODE	Direct labor Costs	Indirect Costs	Direct Expenses	Fixed Fee	TOTAL
Design Erosion Control and Landscaping	768.0	\$42.03	\$60.14	\$14.00	\$7.62	\$123.79
Environmental Documentation and Agency Coordination - Scoping Task	769.0	\$214.82	\$307.39	\$43.50	\$38.94	\$604.65
Design Geometrics and Details - Scoping Task	776.0	\$337.48	\$482.90	\$66.20	\$61.17	\$947.75
Plan Preparation	776.25	\$346.47	\$495.76	\$126.00	\$62.80	\$1,031.03
Design Drainage - Scoping Task	778.0	\$2,719.64	\$3,891.53	\$546.00	\$492.93	\$7,650.10
Develop Quantities and Estimates - Scoping Task	786.0	\$126.09	\$180.42	\$42.00	\$22.85	\$371.36
Develop PSE Documents - Scoping Task	856.0	\$200.36	\$286.70	\$42.00	\$36.32	\$565.38
Manage Project Scope and Schedule - Scoping Task	887.0	\$830.87	\$1,188.89	\$151.00	\$150.60	\$2,321.36
Manage Project Quality	890.0	\$214.77	\$307.31	\$42.00	\$38.93	\$603.01
Rounding Correction	---	\$0.00	\$0.01	\$0.00	-\$0.01	\$0.00
<b>Totals</b>		\$5,032.53	\$7,201.05	\$1,072.70	\$912.15	\$14,218.43

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 2**  
**V Allouez, Libal Street**  
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**DIRECT EXPENSES BY ITEM**

DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
Telecommunications	Month	2	\$15.00	\$30.00
Printing/Reproduction (Black & White)	1 Each	138	\$0.15	\$20.70
Computer Usage	1 Hour	73	\$14.00	\$1,022.00

TOTAL \$1,072.70

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

**ID 4517-06-00 - Amendment 2  
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**Consultant Contract Total Fee Computation**

Project ID	Original Contract	ID 4517-06-00 - Amendment 1	ID 4517-06-00 - Amendment 2	Total for Contract
Number of Staff Hours	4138	361	107	4606
Total Direct Labor	\$162,529.14	\$16,996.14	\$5,032.53	\$184,557.81
Total Indirect Costs	\$247,336.85	\$24,319.78	\$7,201.05	\$278,857.68
Fixed Fee	\$29,458.41	\$3,080.55	\$912.15	\$33,451.11
Direct Expenses	\$53,050.91	\$5,575.35	\$1,072.70	\$59,698.96
<b>Subtotal</b>	<b>\$492,375.31</b>	<b>\$49,971.82</b>	<b>\$14,218.43</b>	<b>\$556,565.56</b>
ECS Midwest, LLC	\$5,785.00	\$0.00	\$0.00	\$5,785.00
Gowey Abstract & Title Company, Inc.	\$27,625.00	\$7,800.00	\$0.00	\$35,425.00
Commonwealth Heritage Group, Inc.	\$6,926.31	\$0.00	\$0.00	\$6,926.31
<b>Subcontract Total</b>	<b>\$40,336.31</b>	<b>\$7,800.00</b>	<b>\$0.00</b>	<b>\$48,136.31</b>
<b>Total Cost</b>	<b>\$532,711.62</b>	<b>\$57,771.82</b>	<b>\$14,218.43</b>	<b>\$604,701.87</b>

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

## **TDS UTILITY PROJECT**

Locating of Storm Laterals

Date:10/04/2022

### **Talking Points**

At the beginning of the project Village was upfront and clear with TDS of the difficulty of locating and the marking of existing storm laterals due to the lack of reliable records.

As such TDS was asked to determine an in the field method of locating the laterals.

Roughly speaking 50-60% of the homes in Allouez have a storm lateral.

3 TDS Utility projects were approved with an expectation that the contractor was locating (to their best ability) to avoid conflict with lateral.

End of July and early August Village staff receive a growing number of phone calls from residents concerned about the fate of their storm lateral.

In the field inspection/observations indicated that the laterals were not being located by TDS contractor.

### **Meetings:**

Staff concern voiced at August 3<sup>rd</sup> weekly TDS meeting.

August 10<sup>th</sup> Email was sent to TDS and contractor representatives. Voicing Village concern.

August 11<sup>th</sup> – In the field meeting with TDS and contractor did not result in any changes to the method of construction.

August 19<sup>th</sup> – Suspended approval of any additional TDS Utility Permits.

September 1<sup>st</sup> – Meeting with TDS – Provide the Village with your recommended method of safely crossing unlocatable storm laterals. – Televising, Ground Penetrating Radar, strategic placement of bore bits...

September 15<sup>th</sup> – Meeting with TDS (Josh)

September 23<sup>rd</sup> – Meeting with TDS representatives. Method of locating/avoidance of existing storm laterals include a handful of Best management practices that include:

- Raising depth of conduit to 18-inches
- The strategic locating of bore pits to align with stormwater lateral at home
- Commitment to the timely repair of any compromised laterals at TDS cost

Approval of TDS agreement.

## **Memorandum of Understanding**

This Memorandum of Understanding ("MOU"), effective upon execution, is by and between the Village of Allouez, a Wisconsin municipality (the "Village") and TDS Metrocom, LLC, a Delaware limited liability company ("TDS").

### **Recitals**

WHEREAS, the Village owns and maintains rights-of-way in the public trust for transportation and other public purposes; and

WHEREAS, TDS desires to utilize the Village's public rights-of-way for the installation of a fiber optic network pursuant to the terms set forth in this Agreement, Village ordinances, and other applicable laws; and

WHEREAS, the Village desires to support the expansion of fiber optics networks to increase access to vital broadband to its residents and businesses in a manner reasonably consistent with such terms as are applicable to other similar contractors or providers; and

WHEREAS, TDS desires to construct a fiber optics network within the Village to provide commercial and residential broadband connectivity and related services (the "Network") through installation of conduit, fiber optics, handholds, cabinets, and related underground and above ground broadband infrastructure within the Village of Allouez; and

WHEREAS, the Village has suspended permits relating to the installation of the Network as a result of strikes and damages to two (2) sump pump pipes leading from residences to Village storm water pipes in the public right-of-way; and

WHEREAS, the parties desire to enter this MOU to facilitate the timely, safe, and effective installation of Network, and to acknowledge and establish mutual expectations regarding the procedures to be utilized to locate certain private sump pump facilities within the right-of-way; and

WHEREAS, the parties recognize that it may not be possible for TDS to locate all private sump pump facilities but agree that the procedures set forth in the MOU shall serve a appropriate and reasonable standards for the location of such facilities.

NOW, THEREFORE, THE VILLAGE AND TDS AGREE as follows:

1. **Recitals.** All of the recitals set forth above are hereby incorporated by reference and made a part hereof as though set forth at length herein.
2. **Scope of Project.** The parties acknowledge that TDS has planned for the installation of the Network and certain Network facilities within the Village, at its sole cost and expense.

3. Location Procedure. The parties have agreed that TDS shall utilize and employ the following procedures and practices and make all reasonable efforts to locate private sump pump facilities within the right of way in accordance with the following:

A. TDS shall install its Network facilities as a minimum depth of eighteen (18) inches to mitigate possible conflicts with any existing facilities located within the right-of-way.

B. TDS shall use its best efforts to identify all markings along any right-of-way and residence that indicate the existence of private utilities and shall place bore pits to locate and expose any such private sump pump laterals.

C. TDS will use its best efforts and utilize reasonable diligence to contact, collaborate and coordinate with Village residents to assist in the location of sump pump laterals.

D. TDS agrees, at its sole cost and expense, to timely repair, replace and restore, as necessary, any damage caused to or within the right-of-way to any sump pump lateral or any other damages resulting therefrom caused by TDS, TDS's contractors, agents and/or employees. TDS agrees to notify the Village of any such damages. All repairs, replacements and restorations shall be subject to the review and acceptance by a representative of the Village.

E. TDS hereby warrants and represents that its installation of its Network and any related Network facilities shall not cause damage to any residential sump pump pipe for a period of up to and including one (1) year from the date the Village issues TDS a Completion Certificate after the utility work authorized under permit has been completed.

F. TDS hereby warrants and represents that it will indemnify and hold the Village harmless from any and all claims with respect to bodily injury, personal injury or property damage arising from TDS's or its contractor's, employee's and agents installation of the Network and Network facilities or from the negligence or intentional acts or the negligence of TDS's members, managers, officers, contractors, employees and agents, including all costs, actual and reasonable attorneys' fees, expenses and liabilities incurred in connection with any such claim; and, if any action or proceeding is brought against Village by reason of any such claim, TDS upon notice from the Village, agrees to resist, defend or settle such action or proceeding at the TDS's sole cost and expense.

4. Permits. The parties agree that upon the execution of this MOU and TDS's compliance with the terms set forth herein, that the Village shall reinstate all utility permits previously authorized and resume its consideration of future utility permits requested by TDS.

5. Miscellaneous. The individual executing this MOU on behalf of each party has all requisite power and authority to enter and cause such party to perform its obligations under this MOU; and all actions necessary to authorize the execution and delivery of this MOU by each party have been duly taken prior to or contemporaneously with the execution of this MOU. This MOU is being made, entered into, and is intended to be construed according to the laws of the State of Wisconsin. It shall inure to and be binding upon the parties hereto and their respective successors and permitted assigns. The terms of this MOU may be altered, modified or amended only in writing signed by an authorized representative of the undersigned parties.

IN WITNESS WHEREOF, an authorized representative of the Village and TDS have executed this MOU on the date set forth below their respective signatures.

VILLAGE OF ALLOUEZ

TDS METROCOM LLC

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date