

**AGENDA**  
**PUBLIC WORK'S COMMITTEE MEETING**  
**Wednesday, March 13<sup>th</sup>, 2024**  
**5:30 P.M., Allouez Village Hall**

1. CALL TO ORDER/ ROLL CALL
2. MODIFY/ADOPT AGENDA
3. APPROVE MINUTES from the February 14<sup>th</sup>, 2023 meeting
4. ANNOUNCEMENTS
  - a. Notice of Special Assessment Hearing on March 19<sup>th</sup> at 6:30 p.m.
  - b. April Joint Personnel Finance and Public Works Committee Meeting to Review Utility Rate Cases
5. PUBLIC APPEARANCES

**NEW BUSINESS:**

6. DISCUSSION/ACTION RE: COMMUNICATIONS AND PUBLIC OUTREACH AGREEMENT (B. Lange)

**DISCUSSION/REPORT:**

7. DISCUSSION RE: LIBAL STREET IMPROVEMENT PROJECT UPDATE (DPW Gehin).
  - a. UTILITY INSPECTION AND STAKING SERVICES
  - b. STREET AND UTILITY CONSTRUCTION PROJECT UPDATE
8. DISCUSSION RE: ATC REBUILD PROJECT (DPW Gehin).
9. 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, February 14<sup>th</sup>, 2024**  
**5:30 P.M., Allouez Village Hall, 1900 Libal Street**

Present: Beyler, Green, Genrich, Collison  
Also present: Gehin, Lange, Heuser (Village Mechanic)  
Excused: Lefebvre

CALL TO ORDER/ ROLL CALL

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

MODIFY/ADOPT AGENDA

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

APPROVE MINUTES from the December 13<sup>th</sup>, 2023 meeting

**Beyler/Green moved to approve the minutes from December 13, 2023. Motion carried.**

ANNOUNCEMENTS

- None

PUBLIC APPEARANCES

- None

REQUEST TO ADD "NO PARKING" SIGNAGE AT THE EAST LEG OF BAIRD ST. AND MCCORMICK ST. INTERSECTION

Gehin:

- A request was received by a resident to have No Parking added to a section of E. McCormick St. due to safety concerns.
- A solution to the issue would be to restrict parking on the south side of McCormick from driveway at 1408 McCormick St. west to Baird St.

Discussion:

- Can we add the missing sidewalk on the north side of McCormick Street?

**Beyler/Collison moved to recommend to the Village Board the installation of a No Parking sign on the south side of McCormick St. from driveway to Baird St. and look to add the missing sidewalk in the future. Motion carried.**

PRELIMINARY RESOLUTION TO LEVY STORM LATERAL SPECIAL ASSESSMENT

Gehin:

- This spring the Village of Allouez will be reconstructing Libal Street from STH 172 to Allouez Avenue and includes the replacement of existing and installation of new storm laterals.
- Any property that currently does not have a storm sewer lateral will be provided one from the storm sewer in the street to the property line.
- For those properties sharing an existing lateral, a new separate storm lateral will be provided to each property.

- In accordance with Village Code, the cost to install a new lateral is assessable to the benefited property owner.
- The replacement of an existing lateral from the main to the street right-of-way (property line) is not an assessable charge. The proposed assessments are being handled consistent with past practice to ensure equity for all property owners.
- The estimated cost of the special assessment by address along with payment procedures are provided in Engineering Report on Special Assessments.
- The Final Special Assessment will be computed based on actual project cost and will be mailed after completion of the project, usually in March or April the following year.
- A Preliminary Resolution of Intent to Levy Special Assessments is necessary to begin the assessment process.
- Along with the Village Board adoption of the resolution, the Board will set the date of the Special assessment hearing. Based on the project schedule, staff is recommending that the hearing be held during the Village Board meeting on March 19<sup>th</sup>, 2024.

**Collison/Green moved to recommend to the Village Board the adoption of the Preliminary Resolution of Intent to Levy Special Assessments and to set a Public Hearing date of March 19<sup>th</sup>, 2024. Motion carried.**

#### PURCHASE OF PUBLIC WORKS DEPARTMENT EQUIPMENT

- a. FRONT END LOADER
- b. GARBAGE TRUCKS (2)
- c. SMALL TRACTOR
- d. WATER DEPT. PICKUP TRUCKS (2)

Gehin/Heuser:

- Discussed the list of vehicles and equipment slated for replacement and funding options for the purchases.

**Collison/Green moved to recommend to the Village Board the purchase of a front end loader, 2 garbage trucks, Trackless with 2024 bond funds and 2 water department pick-up trucks from the utility account. Motion carried.**

#### 2024 STREET RESURFACING PROJECT BID RESULTS

Gehin:

- Bids for this year's street resurfacing project were opened on February 8th.
- This year's bid proposal included a base bid along with 2 alternate bid items. The street resurfacing work as listed on the bid form includes:

##### **Base Bid**

- Kenney Street- Libal St. to Jenkel Terr.
- Sunrise Lane- Libal St. to Briar Ln.
- Brenner Place- Bittersweet Ave. to Termini
- Little Road- Ducharme Ln. to Allouez Ave.
- Memory Avenue- Libal St. to E. River Dr.
- Miscellaneous Street Patching and Repair

##### **Alternate Bids**

- W. Mission Rd- Ducharme Ln. to S. Webster Ave.
- Sunset Circle

- Besides paving, the project includes a number of other street and utility repairs. Those include replacement of defective curb, replacement and adjustment of manhole and inlet covers, spot repairs to inlet and manholes, spot repair to storm and sanitary sewer, replacement of defective sidewalk, and landscape restoration.
- Budgeted funds in the Public Works and Utility accounts will allow for the addition of an Alternate bid. Staff is recommending the addition of Alternate No.2 – Sunset Circle to the base bid amount of \$704,535.
- The Alternate bid amount for Sunset Circle is \$77,375.60.
- The “Adjusted Total Base Bid” with selection of Alternate Bid No. 2 is \$781,910.60.

**Beyler/Green moved to recommend to the Village Board to accept Northeast Asphalt’s Base Bid and Alternate No. 2 Bid (Sunset Cir.) for an “Adjusted Total Base Bid” amount of \$781,910.60. Motion carried.**

#### 2024 SANITARY SEWER CIPP LINING PROJECT BID RESULTS

Gehin:

- Bids for the sanitary sewer lining project were opened on January 16th.
- Two bids were received. Visu-Sewer, LLC is the low bidder in the amount of \$110,029.50. The estimated cost of the lining project is \$90,000.
- The sewer lining project includes:
  - o The lining of the Brenner Place sanitary sewer (Approx. 850’)
  - o Various segments of the Libal Street sanitary sewer (Approx. 1020’)
- Bond and Sewer Utility budgeted funds are anticipated to pay for the work.
- The sewer lining is to be completed in conjunction with Libal Street Utility Improvement Project and will begin early to the middle of March.

#### 2024 LIBAL STREET UTILITY IMPROVEMENT PROJECT BID RESULTS

Gehin:

- Bids for the Libal Street Utility Improvement project were opened on February 6th.
- Seven bids were received. Feaker & Sons Co., Inc. was the low bidder in the amount of \$557,799.50. The estimated cost of the project was \$540,000.
- The Utility improvements include:
  - o Replacement of sanitary laterals and water services (STH 172 to Allouez Ave.)
  - o Replacement of ex. concrete sanitary sewer with new PVC Pipe (Approx. 800 ft)
  - o Spot repair to sanitary manholes
- Village staff anticipate using Bond funding to pay for the work.
- The utility improvements are to be completed ahead of the Libal Street Reconstruction Project. Work is anticipated to begin early to middle of March.

#### ADJOURNMENT

**Collison/Beyler moved to adjourn at 6:25p.m. Motion carried.**

*Minutes submitted by Brad Lange and Sean Gehin.*

NOTICE OF SPECIAL ASSESSMENT HEARING

WHEREAS the Village Board of Allouez, Brown County, Wisconsin has adopted a resolution that certain improvements be carried out in the following Assessment Area and as provided in the Village of Allouez Libal Street Improvement Project.

Proposed Improvements:

Storm Sewer Laterals

Assessment Area:

Libal Street – STH 172 to Allouez Avenue

THAT special assessments be levied against the appropriate property owners in the Assessment Area and per the Assessment Report.

THAT the Village's Public Works Director has made and filed with the Village Clerk-Treasurer a report complying with the requirements of Wisconsin §66.0703. Said report includes an estimate of the cost of the proposed improvements and an assessment schedule, and any other information relative to the project plans and specifications.

NOTICE IS HEREBY GIVEN that the reports on file in the Clerk-Treasurer's office may be inspected during regular office hours, Monday through Thursday from 7:00 a.m. to 4:30 p.m., and Friday from 7:00 a.m. to 11:00 a.m., at the Allouez Village Hall, 1900 Libal Street, Green Bay, Wisconsin.

NOTICE IS FURTHER GIVEN that the Village Board will hold a public hearing concerning the matters contained in the preliminary resolution, 2024-03 and the report on:

TUESDAY, MARCH 19<sup>th</sup>, 2024  
6:30 P.M.  
ALLOUEZ VILLAGE HALL (1900 Libal St.)

All persons interested, or their representatives, may appear at the hearing and be heard.

Dated this 5<sup>th</sup> day of March, 2024

Carrie Zittlow

Village of Allouez Clerk-Treasurer

Publish March 5<sup>th</sup>, 2024 (Affidavit Requested)

Date: March 1, 2024

To: Brad Lange, Administrator – Village of Allouez

From: Cole Buergi, Susan Finco – Leonard & Finco Public Relations

Re: Libal St. Reconstruction Communications & Outreach Services

## **Libal St. Reconstruction**

This multi-phase effort will impact a large number of residents, businesses and commuters. L&F's work will include a multi-faceted communication and outreach effort. This will include:

### **Media**

Social media: L&F will produce/write posts, create graphics and use project photos to ensure consistent, factual information is available to Village residents and businesses via social media platforms. Assumes up to two posts per week with construction photos provided by Village and/or contractor. L&F will also schedule posts for publishing. In addition, L&F will produce a running banner that can be pinned to the top of your social pages.

Earned media: A monthly news releases and/or media alert about the project and its progress will be produced and distributed to the media by L&F.

### **Website**

Working with the Village, L&F will develop initial content as well as weekly updates for a dedicated website page (located within your current Village website). This will include: Project(s) overview, weekly current and upcoming work updates, FAQ, sign up for email updates, etc.

### **QR Code**

L&F will develop a QR code, which will be used for print and other materials. It will take people directly to the Village website page with information about the project.

## **Business Community Communications & Outreach**

Consistent communication with the business community is essential in order to avoid confusion, rumors and complains to Village officials and employees. This effort will include:

- Update meetings for the business community at Village Hall. Bi-monthly March and April and then monthly May through August.
  - L&F will organize, staff and promote the meetings, developing agendas, coordinating any presentation materials or handouts.
  - At each meeting, L&F will present and share information with attendees at each meeting about the “In This Together” plan, encouraging businesses to take a pro-active approach to their specific situation as it is impacted by the project.

- A Village representative will also need to be on hand to answer Village specific questions.
- Written meeting recaps will be provided by L&F.

**Monthly meetings with Village**

L&F will meet with the Village monthly to review, plan, determine topics/messaging to be covered by social and earned media, website and business meetings.

**Cost Estimate**

Total cost for six-month project: \$37,500

The Client will be billed monthly for work performed the previous month.

The above fees are for services. Expenses, such as printing if needed, will be billed separately from services. Mileage reimbursement will be an additional charge at the current IRS rate. Payment terms are net-30 unless other arrangements are made prior to the commencement of this program.

This agreement may be cancelled by either party with 60 days' written notice.

It is important to note that costs may vary if the Client makes changes or additions to the plan. The Client will be advised if changes and/or additions will impact costs.

*Work product examples can be found on the following pages.*

## Work Product Examples

The following are examples of L&F road/construction related communication work.

### Social Media



### Earned Media



## News Release

Wisconsin Department of Transportation

Southwest Region 111 Interstate Blvd. Edgerton, WI 53534

#### For more information, contact:

Steven Theisen, WisDOT Project Communications Manager  
(608) 884-1230, [steven.theisen@dot.wi.gov](mailto:steven.theisen@dot.wi.gov)

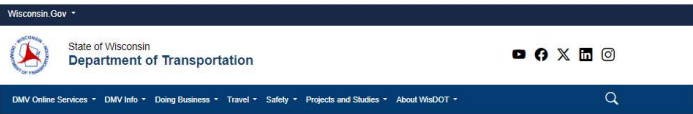
#### **Reconstruction work to start on I-39/90 just south of the US 12/18 (Beltline) interchange, Dane County**

*Motorists are reminded to be alert and drive with caution through all work zones*

Temporary widening work will occur this fall on the northbound side of Interstate 39/90, between County AB and the US 12/18 (Beltline) interchange near Madison, in Dane County. Nightly lane closures are scheduled weeknights, and the work zone speed limit will be reduced to 60 mph within



# Website



## WIS 32 Improvements - city of De Pere

Northeast Region projects and studies  
WIS 32 design alternatives

The Wisconsin Department of Transportation (WisDOT) Northeast Region is investigating and developing alternatives for proposed improvements on 0.7 miles of WIS 32 in the city of De Pere, Brown County.

### Project location

WIS 32 west of the Fox River in the city of De Pere between Eighth Street and the Claude Allouez Bridge.

- View project location map and roll plot with legend (7MB pdf)

### Project public handout

WisDOT created a WIS 32 Project handout. Please feel free to download, print, and share. A PowerPoint presentation shared at the October Public Involvement Meeting (PIM) is also available below for download as a PDF.

- Download WIS 32 Project handout (October 2023)
- Download WIS 32 PIM PowerPoint presentation (October 2023)

### Project FAQ

A Frequently Asked Question sheet is available for download. Please feel free to print and share.

- WIS 32 FAQ sheet (pdf)

### Project purpose and need

The purpose of the project is to restore the ride quality of the existing deteriorated pavement and upgrade other roadway deficiencies on WIS 32 through the city of De Pere.

- Pavement at locations on WIS 32 in the project work zone have a Pavement Condition Index (PCI) as low as 21 out of 100. PCI is a measure of the roadway's structural health. Individual pavement distresses are identified and calculated.
  - Please visit WisDOT's PCI website for more information on how WisDOT calculates roadway health.
- Curb ramps are not compliant with the standards of the ADA.



### Possible improvement alternatives

WisDOT is in the beginning phases of alternative investigation and development. The alternatives include:

WisDOT is in the beginning phases of alternative investigation and development. The alternatives include:

- No Build
- Pavement Replacement
- Full Reconstruction

View the WIS 32 project alternative webpage for alternative details.

### Anticipated benefits

Specific benefits depend on the alternative selected. All alternatives include:

- Smoother riding surface for motorist
- Less wear on vehicles
- Lower future maintenance costs
- Improved pedestrian accommodations with ADA-compliant curb ramps

### Traffic impacts

- The impacts on traffic depend upon the alternative selected for construction.
  - No Build: Lane closures to facilitate the work in the roadway.
  - Pavement Replacement or Full Reconstruction: This may require a long-term closure and detour.
- Regardless of the alternative selected, access to businesses and properties will be maintained during construction.
- A pedestrian detour will be necessary for curb ramps, sidewalks, and crosswalks.

### Schedule



- Investigation and evaluation of alternatives: 2022 - 2024
- Public Involvement Meeting #2: Fall 2023
- Environmental document approved: Winter 2024/2025
- Final Design: 2024 - 2027
- Real Estate Acquisition: 2026 - 2027
- Utility Reconstruction/Relocations: 2027
- Roadway construction currently scheduled in 2028

### Real estate

Real estate and right-of-way needs depend on the alternative selected. The real estate needs of the project will be better defined as the alternatives are developed and evaluated during this phase of the project.

# Brochure

## A gateway to Wisconsin

### The economic importance of I-39/90

I-39/90 serves as a major corridor for the transportation of people, commerce and tourism across Wisconsin and is a link to major cities in Minnesota and Illinois. The I-39/90 project area extends approximately 45 miles from the Illinois state line to the US 12/18 interchange near Madison. This section of interstate was experiencing significant traffic delays, especially during peak travel times, resulting in poor traffic flow and increased safety concerns.

To address safety and congestion concerns, the Wisconsin Department of Transportation (WisDOT) began reconstruction and expansion of this corridor in 2013. This includes reconstructing 12 interchange and expanding the interstate from four to six lanes along most of the corridor and from four to eight lanes in Janesville between the US 11 Junction Road and US 26 (Milton Avenue) interchanges.

This is the final year of construction on this expansion project. About 40 miles of Interstate between Madison and Beloit is already completed and open to three lanes in each direction. This year's construction activities will focus on four interstate interchanges, including:

- US 12/18 (Beltline) (Exit 142 & 143 in Madison)
- WIS 16/Milton Avenue (Exit 173A) in Janesville
- US 24/Haines Road (Exit 121B) in Janesville
- I-39/90 Exit 153 in Beloit

Near these interchanges, I-39/90 traffic will be reduced to two lanes in each direction.

This is one of the largest highway projects undertaken in south-central Wisconsin. Once complete, the improvements will allow motorists to conveniently travel the area, increasing economic activity in the entire region and providing new opportunities for growth in tourism and business.

The I-39/90 expansion project will be completed in late '24.

## Be alert, Be safe

Crashes in construction zones happen far too frequently and are easily avoided. The following tips can help you get in and out of a work zone safely.

- Don't get distracted. Minimize eating, drinking, and other distractions while behind the wheel.

- Expect the unexpected. Speed limits may be lowered, traffic lanes may be changed, and people and vehicles may be working on or near the road.

- Slow down. Future posted speed limits at all times.

- Give yourself room. Rear-end collisions are the most common work zone crashes, so don't tailgate and leave room to brake.

- Plan ahead and be patient. Leave early or map out an alternate route. Call 511 or visit [www.511.wisconsin.gov](http://www.511.wisconsin.gov) for real-time travel conditions on Wisconsin's highways.

- Follow the law. Move over or slow down when you see flashing lights or vehicles parked on the side of the road.

- Treating while driving is illegal! It is also illegal to drive within a Wisconsin work zone while talking on a handheld mobile device.

Connect With Us  
800.846.1134  
[wisconsin.gov](https://www.wisconsin.gov)  
[facebook.com/WisconsinDOT](https://www.facebook.com/WisconsinDOT)

## Ramp Closures

### Interchange ramp closures in 2021

#### Madison

US 12/18 (Beltline) Interchange (Exit 142 & 143)  
• I-39/90 southbound loop ramp to US 12/18 northbound closed for two months in summer.

• US 12/18 westbound loop ramp to I-39/90 southbound closed for three months from late spring to early fall.

• I-39/90 westbound ramp to I-39/90 northbound closed for one month in summer.

• I-39/90 northbound ramp to US 12/18 eastbound closed for one month in fall.

#### Janesville

WIS 16/Milton Avenue Interchange  
• WIS 26 ramp to I-39/90 closed until early fall.

• WIS 16 ramp to I-39/90 closed until early fall.

• I-39/90 northbound ramp to I-39/90 southbound closed for two weeks in summer.

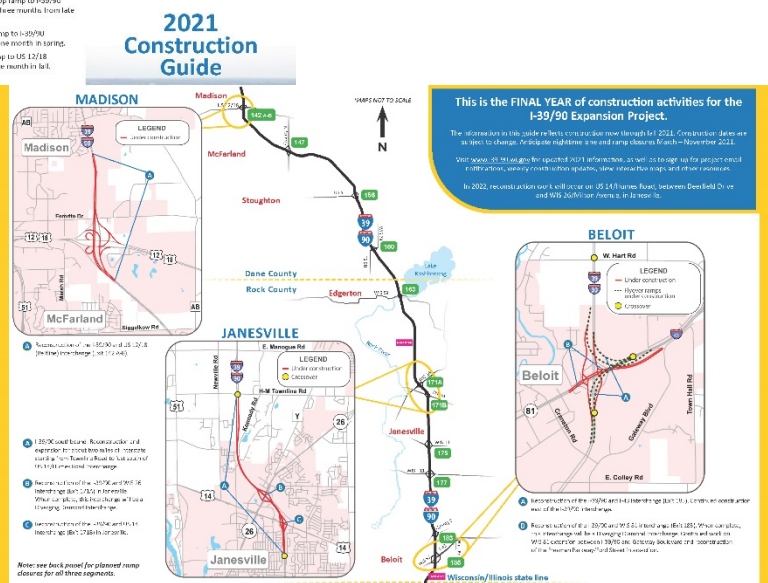
US 14/Haines Road Interchange  
• I-39/90 southbound ramp to US 14 closed for two days in summer.

Beloit  
I-39/90 Exit 153 Interchange (Exit 153)  
• Periodic closures and ramps. Pay attention to construction signs.

Note: Periodic overnight interchanges are scheduled. Construction activities are weekly subject to change. Dates are provided in the "Weekly Closures" section of the "Weekly Closures" under the "WisconsinDOT" link.

## 39/90 IMPROVING a gateway to Wisconsin

### 2021 Construction Guide



# 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: March 1, 2024

### LIBAL STREET UTILITY IMPROVEMENT PROJECT INSPECTION AND STAKING SERVICES

The Village of Allouez Public Works Department had requested proposals from three engineering consultants for assistance with the construction inspection (1 full time inspector) and staking of the proposed Libal St. Utility improvements.

In general, the utility improvements include the replacement and lining of various segments of the existing sanitary sewer, replacement of existing water and sanitary sewer laterals from the main to the property line (STH 172 to Allouez Ave.), spot repair of sanitary sewer manholes, and relocation of existing fire hydrants.

Work on this project will begin the week of March 4<sup>th</sup> and be completed middle to end of May.

In general, the scope of construction services consists of providing field construction observation, construction staking services and the preparation of record drawings. The consultant to provide a project inspector full-time in the field for the duration of the utility project (approx. 3 months).

The estimated cost for the inspection and staking services was estimated at \$55,000.

The Village received one proposal for the inspection and staking of the utility project. The proposal is attached for your review. Ayres Associates hourly fix rate to provide an inspector is \$96/hour. Based on the provided hourly inspection rate and staking fees, the anticipated cost of the engineering services is \$54,000.

#### Motion:

Staff recommendation to the Village Board to approve the construction inspection and staking services agreement provided by Ayres Associates.



# Construction Services

2024 Libal Street Utility Improvement Project

Village of Allouez  
February 28, 2024

Ingenuity, Integrity, and Intelligence.

[www.AyresAssociates.com](http://www.AyresAssociates.com)



February 28, 2024

Sean Gehin, PE, Public Works Director  
Village of Allouez  
*Submission via email: Sean.Gehin@villageofallouezwi.gov*

Re: Construction Services 2024 Libal Street Utility Improvement Project

Dear Mr. Gehin:

In response to the 2024 Libal Street utility improvement project for the Village of Allouez, Ayres is eager to provide qualified engineering staff again to meet your construction-related service needs. We have an available individual with construction observation experience on local municipality projects.

Our nearby office will allow our staff to be responsive and meet your staffing needs.

We are interested in the construction observation and staking services.

Thank you for considering Ayres for your construction observation needs. If you have any questions, please contact me.

Sincerely,

Ayres Associates Inc



Craig R. Schuh, PE  
Manager – Engineering Services  
920.498.1200  
SchuhC@AyresAssociates.com



“A special thanks to ... the team from Ayres for all of the on-site supervision and contract administration. We would like to note how great of a job they did handling all of the coordination efforts (both with the contractors and general public) that were needed to get the project done efficiently and safely.”

**Chad Shefchik**

City Engineer, Sturgeon Bay,  
regarding Door CTH “C”  
construction observation

## Firm Information

### Nationwide Firm, Local Presence

Ayres is an architectural/engineering firm that has assisted public and private clients since 1959, offering multiple specialties such as transportation, traffic, civil, structural, water resources, levee, and river engineering, as well as services in energy corridors, architecture, environmental science, surveying, grants, planning, geospatial, and GIS.

Our clients are served through 12 offices in Wisconsin, Minnesota, California, Florida, North Carolina, Colorado, and Wyoming. Our local office is in Ashwaubenon.

Our firm was founded by Owen Ayres, an engineer who instituted many of the practices we follow: working with clients as a partner; offering smart, creative solutions; conducting business with the utmost integrity; and providing employees challenges and the opportunity to advance and invest in their company.

### Construction Services

Ayres' staff members are knowledgeable in transportation and municipal construction project observation and administration. This experience includes engineering and construction observation for projects involving major and minor roadway grading; sanitary sewer and water main replacement; pulverizing or rubblizing existing pavement; placing new asphaltic or concrete pavement; traffic control and construction staging; concrete curb and gutter and sidewalk; storm sewers and culverts; traffic signals and street lighting; bridges, concrete box culverts, and retaining walls; landscaping; erosion control; pavement marking; signing; and various other items.

We have performed construction observation on projects throughout northeastern Wisconsin, including municipal projects, intersection improvements, maintenance projects, major urban and rural reconstruction projects, subdivision and business park developments, and bridge rehabilitation and replacement projects.

Ayres can provide the following services for construction observation projects:

- Construction administration and observation
- Construction staking
- Shop drawing reviews
- Record drawings
- Sanitary and storm sewer inspection
- Roadway construction inspection
- Project closeout services



“[Ayres’]  
knowledge and  
competence has  
certainly shown  
in a project that  
has received  
very high  
marks from our  
community, with  
an added bonus  
of completion  
ahead of  
schedule!”

**Chris Ruckdaschel**

Executive Director, Hayward Area  
Chamber of Commerce,  
regarding 2020  
Hayward downtown street  
and utility reconstruction projects

# Scope of Services & Estimated Cost

## Purpose & Description

The Village of Allouez Public Works Department is requesting proposals for the construction inspection and construction staking for the Village of Allouez 2024 Libal Street Utility Improvement Project (one inspector).

Ayres is proposing to supply one construction staff member and services for the following project as identified based on current workload and staff availability.

Ayres is also submitting a cost proposal as part of this submission to complete the construction staking for the improvements identified in the AL-2024-03 plan set.

## Scope/Project Approach [AL-2024-03]

### Construction Inspection Services & Rates

Ayres will provide construction services to include inspection of the work to ensure work is being completed per plan and specifications; review of shop drawings; daily inspection diaries; quantity documentation and field verification of quantities on a weekly basis; weekly stormwater inspection reports; preparation of service cards documenting location, size, material and length of services; construction coordination with the Village; and completion of an as-built noting field changes to the plans. We anticipate having one staff member assigned to the project full time.

**We will provide services with an inspector (engineer) for inspecting the project for a fixed rate of \$96 per hour.** The hourly rate for inspection services is inclusive of construction vehicle and any equipment (e.g., cell phone, camera, and protective equipment) necessary to complete the work. Field staff responsible for construction observed would include a red-line record drawing set.



## Construction Staking and Rate for AL-2024-03

Construction staking is anticipated to include the following utility elements:

- Relocation of hydrants.
- Sanitary sewer.
  - ◆ Lay out the sewer alignment from the downstream structure at 25-foot, 50 foot, and 100-foot intervals thereafter with a hub and lath offset per the contractor's direction. The layout will also include manholes. Provide grade sheets with cuts to the sewer flow line and manhole inverts.
- Cut sheets will be delivered for all staking.

Assumptions:

- Two offset stakes will be provided for individual structures (manholes and hydrants)
- One offset stake will be provided on sanitary sewer line at each interval.

- Two mobilizations are anticipated to complete all staking.

### Ayres Staking Fees:

STAKING TYPE	FEE
Hydrants (3)	\$236 / each
Sanitary Manholes (4)	\$123 / each
Sanitary Connections (2)	\$123 / each
Sanitary Sewer Mainline (768)	\$3 / foot

### Village to Provide

- AutoCAD files of design. Files will contain primary survey reference points and horizontal alignment and profile.
- Any forms the Village would like to be used as part of construction observation services.



## Tyler Dahinden

### Civil Engineering Staff

Tyler joined Ayres in 2023, bringing experience with surveying and designing street and utility modifications in AutoCAD Civil 3D. He has created plan sets for bridge/structural and environmental engineering projects. Tyler assists in the design of municipal and civil engineering projects, including sanitary collection systems, water supply and distribution systems, commercial site development, stormwater management systems, streets, and other public infrastructure. He provides on-site observation for public infrastructure and roadway construction projects.

### Select Experience

- Allouez 2023 Street and Utility Construction Services, Allouez, WI
- Green Bay Water Utility 2023 Construction, Green Bay, WI
- Ashwaubenon Element Way (Oneida Street to Marvelle Way) Construction Services
- Ashwaubenon Morris Avenue Reconstruction and Borvan Sidewalk Construction Services
- Gillett Washington Street Reconstruction
- New Holstein Wisconsin Avenue Utilities
- Marinette Main Street and Wells Street Improvements
- Marinette Ludington Street Improvements
- City of Green Bay, Brown County, Neville Museum Parking Lot
- UW-Green Bay Walter Way Residence Life Lots and Softball Field Lot Repaving

### Total Experience

1 Year

### Education

BS, Civil Engineering, Montana State University

March 3, 2024

Sean J. Gehin, P.E.  
Director of Public Works  
Village of Allouez, WI

Re: 2024 Libal St. Utility Improvement Construction Services

Dear Gehin:

Thank you for the opportunity to submit this agreement for professional services for 2024 Libal St. Utility Improvement Construction Services. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

### **Project Description**

Owner intends to retain Consultant for professional services to/for 2024 Libal St. Utility Improvement Construction Services. These services will include construction observation and construction staking of the sanitary, water or storm improvements identified in AL-2024-03 Plans and Specifications.

### **Scope of Services**

Ayres will provide construction services to include inspection of the work to ensure work is being completed per plan and specifications; review of shop drawings; complete daily inspection diaries; quantity documentation and field verification of quantities on a weekly basis; weekly stormwater inspection reports; preparation of service cards documenting location, size, material and length of services; construction coordination with the Village; and completion of a redline as-built noting field changes to the plans.

Ayres will provide construction services to include construction staking is anticipated to include the following utility elements:

- Relocation of hydrants.
- Sanitary sewer.
  - Lay out the sewer alignment from the downstream structure at 25-foot, 50 foot, and 100-foot intervals thereafter with a hub and lath offset per the contractor's direction. The layout will also include manholes. Provide grade sheets with cuts to the sewer flow line and manhole inverts.
- Cut sheets will be delivered for all staking.

### **Responsibilities of Owner and Others**

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals, and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

### **Additional Services**

Ayres will provide Post-Construction Phase Services or any additional Construction Services not described above if requested by the Owner.



**Time Schedule**

The Construction Services will commence with the execution of this agreement and will terminate upon written notification by Owner. Final payment will be completed within one month of that written notice.

**Fee**

We will perform the Construction Inspection Services for an amount based on a standard hourly rate of \$96.00 per hour. The hourly rate for inspection services is inclusive of construction vehicle and any equipment (e.g., cell phone, camera, and protective equipment) necessary to complete the work. Field staff responsible for construction observation will include a red-line record drawing set.

We will perform the Construction Staking based on the Fee table below for the project.

Ayres Staking Fees:	
STAKING TYPE	FEE
Hydrants (3)	\$236 / each
Sanitary Manholes (4)	\$123 / each
Sanitary Connections (2)	\$123 / each
Sanitary Sewer Mainline (768)	\$3 / foot

**Contract Terms and Conditions**

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

**Acceptance**

This proposal is valid until March 15, 2024 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc

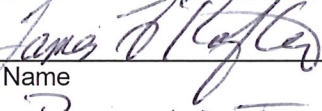


Craig R. Schuh, PE  
Manager – Engineering Services

Accepted by Owner:

Village of Allouez

Owner's Name



Name

PRESIDENT

Title

3/5/24

Date

Attachments: Contract Terms and Conditions  
Appendix 1 – Construction Services – 2024 Libal Street Utility Improvements Project

**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

**1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

**2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

**3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

**4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

**5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

**6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

**7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

*No provision contained in this contract is intended to waive or estop the Owner or its insurer to rely upon the limitations, defenses, and immunities within Sections 345.05 and 893.80 Wis. Stats. To the extent indemnification is available and enforceable, Owner and/or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.*

**8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

**9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

**10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor

shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

**11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract 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. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**12. Ownership and Use of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

**16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted 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 contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Severability:** To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

**23. Entire Agreement:** This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**24. Notice of Lien Rights:** Ayres Associates Inc hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.

# VILLAGE OF ALLOUEZ

## Department of Public Works

2024 Libal St. Improvement Project Update

February 27, 2024

Due to the age and condition of the existing pavement and underground public utilities, the Village and Wisconsin Department of Transportation (WisDOT) under separate projects will be improving the Libal St. infrastructure from STH 172 to Kalb Ave. The proposed Libal St. improvements along with anticipated start and completion dates are as follows:

### **Utility Improvement Project**

Under Village contract, work on this project will begin the week of March 4<sup>th</sup> and be completed middle to end of May.

In general, the utility improvements include the replacement and lining of various segments of the existing sanitary sewer, replacement of existing water and sanitary sewer laterals from the main to the property line (STH 172 to Allouez Ave.), spot repair of sanitary sewer manholes, and relocation of existing fire hydrants.

### **Street Improvement Project**

Under State contract, work on this project is proposed to start as soon as the middle of May and be completed early in October.

In general, the scope of work includes the reconstruction of Libal St. from STH 172 to Allouez Ave. and the resurfacing of Libal St. from Allouez Ave. to Kalb Ave. The roundabout at Allouez Ave. will be gapped and is not part of this project.

The reconstruction of Libal St. will reduce the existing paved roadway width, add marked bike lanes and limit on-street parking to only the east side of Libal St. New sidewalk will be constructed along the west side of the street from Greene Ave. to Allouez Ave. In addition to the street improvements, a new trunk-line storm sewer will be constructed along with the replacement of storm laterals.

North of Allouez Ave., the street improvements to include the resurfacing of the existing pavement while maintaining the existing curb and gutter and sidewalk. Existing curb and gutter, sidewalk, and storm sewer in poor condition will be replaced as necessary. New sidewalk will be installed along the east side of the street from Beaupre St. to Kalb Ave. The street maintenance improvement to also include marked bike lanes and limit on-street parking to only the east side of the Libal St.

### **Traffic**

During construction, a portion of Libal St. will be closed to through traffic and a detour route will be marked. The contractor during the duration of the project will be responsible to maintain an open lane for emergency vehicles and local access to residential, commercial and business driveways. In addition, the contractor will be required to keep the Libal St. and Greene Ave. intersection open when not working in the intersection.

The contractor will do their best to conduct operations in such a manner that causes the least interference and inconvenience to those residing and owning commercial properties on Libal St.

### **Public Open House**

An open house formatted meeting will be held on Thursday, February 29, 2024 from 6 to 8 p.m. at the Village Hall, located at 1900 Libal St. The focus of the meeting will be centered on the upcoming utility improvements, discuss the storm lateral assessments, review the project schedule and to answer resident questions. A brief presentation is scheduled to begin at 6:30 p.m. The remainder of the meeting will follow an informal, open-house format allowing you time to review plans and discuss your questions and concerns with project representatives.

A second project informational meeting will be provided by WisDOT and the street contractor which will focus on street improvements. It is anticipated that this meeting to be held at the end of April or early May.

Sean J. Gehin, P.E.

V. of Allouez Director of Public Works



Jan. 24, 2024

**RE: Z26 Rebuild**

Sean Gehin  
Public Works Director Village of Alloeuz  
1900 Libal St  
Green Bay, WI 54301-2453

Dear Mr. Gehin,

The enclosed letter was mailed to landowners along the high-voltage electric line that is scheduled for maintenance from the Hwy V Substation to an existing ATC structure near Voyageur Park in the city of De Pere. As a local official, I thought you may be interested in the project.

If you have questions or concerns, please contact me at 920-338-6515 or at [khendrickson@atcllc.com](mailto:khendrickson@atcllc.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Kurt R. Hendrickson', written in a cursive style.

Kurt Hendrickson  
Local Relations Representative





Jan. 24, 2024

**RE: Z26 Rebuild**

Dear Neighbors:

ATC owns, operates, and maintains the regional electric grid in your area. To allow for substation and facility improvements, contractors will be performing work along the high-voltage power line from the Hwy V Substation to an existing ATC structure near Voyageur Park in the city of De Pere. Our records indicate that you own property either adjacent to or near the area the work will be done (please see map on reverse side).

In the coming weeks and months, you may see crews in the field locating existing utilities and performing environmental and engineering surveys or soil borings. Activities will take place within the utility corridor easement on or near your property.

Construction is currently tentatively scheduled to begin in 2025. Work performed at various locations along the utility corridor may include grading, structure replacements, reconfiguring or replacing insulators and wires, and vegetation management. There is no anticipated interruption of the electrical service to your property. Below is an anticipated timeline for the project:

**Vegetation management: ..... Early 2025**

**Construction begins: ..... Late 2025**

**Project complete: ..... Mid-2026**

**Restoration (as needed): ..... Mid-2026**

Our employees and contractors carry proper identification. If vehicle or crew access is needed outside the utility corridor, a construction contractor will contact you (or may already have contacted you) directly for permission to access through your property.

We will continue to update you as needed. If you have questions or would like additional information about the project, please contact me at (920) 338-6515 or [khendrickson@atcllc.com](mailto:khendrickson@atcllc.com).

Thank you in advance for your patience and cooperation as we work to improve the reliability of the electric grid in your area.

Sincerely,

Kurt Hendrickson  
Local Relations Representative

# Z-26 Rebuild Project

## Transmission Facilities

- Substation
- Project Area
- 138 KV
- 69 KV
- Single Circuit
- Mult Circuit Color denotes KV

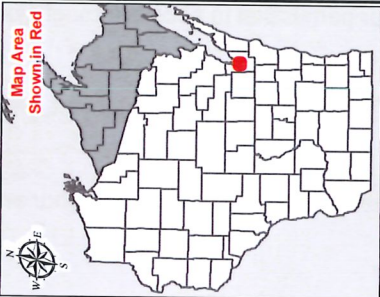


The information presented in this map document is advisory and is intended for reference purposes only. American Transmission Company owned and operated facility locations are approximate.

Base Map Data Sources: ATC, WDNR, PSCW.



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Map Area  
Shown in Red

