



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final Municipal Services Committee

Monday, January 8, 2024

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Pledge of Allegiance
3. Roll call of membership
4. Approval of minutes from previous meeting
[24-0025](#) Minutes from December 11, 2023.

Attachments: [12-11-2023 Meeting Minutes.pdf](#)

5. Public Hearing/Appealances

6. Action Items

- [23-1405](#) Resolution #12-R-23 Closure of the Whitman Yard Waste Site

Attachments: [#12-R-23 Closure of Whitman Yard Waste Site.pdf](#)
[Whitman Site Resolution Staff Memo.pdf](#)
[Yard Site Community Comparison.pdf](#)

Legislative History

11/20/23	Municipal Services Committee	held
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- [24-0026](#) Approve the Department of Public Works Glendale Avenue Yard Waste Site Policy

Attachments: [Glendale Avenue Yard Waste Site Policy MSC Jan 2024.pdf](#)

- [23-1476](#) Resolution #15-R-23 Parking Facility & Management Study

Attachments: [#15-R-23 Parking Facility & Management Study.pdf](#)

Legislative History

12/11/23	Municipal Services Committee	recommended for approval
12/11/23	Municipal Services Committee	recommended for denial

12/20/23 Common Council referred to the Municipal Services Committee

[24-0027](#) Approve the award of the 2024 Bridge Consulting Services to Collins Engineers, Inc., in an amount not to exceed \$26,190.00.

Attachments: [Collins 2024 Bridge Consulting MSC Award Memo 01-08-24.pdf](#)

[24-0028](#) Approve the award of the 2024 Bridge Inspections Services (Unit R-24) to Collins Engineers, Inc., in an amount not to exceed \$42,000.00.

Attachments: [Collins 2024 Bridge Inspections MSC Award Memo 01-08-24.pdf](#)

[24-0029](#) Approve Amendment No. 1 to the Three-Party Engineering Design Services Contract between the city of Appleton, Wisconsin DOT and Ayres Associates Inc. for the design of Lawe Street (College Avenue to Wisconsin Avenue) by an amount not to exceed \$33,451.95.

Attachments: [Lawe Street Ayres Associates Design Amendment Muni Services Memo 01-03 Lawe Street Amendment.pdf](#)

[24-0030](#) Approve the single-source award for the Design and Construction-Related Services Contract with Desman Design Management for 2024 Repair and Maintenance Program for the Red, Yellow, and Green Parking Ramps in an amount not to exceed \$68,200.00.

Attachments: [Desman 2024 Ramp Repairs Consultant Services MSC Memo 01-02-2024.pdf](#)

7. Information Items

[24-0031](#) Inspection Division Permit Summary Comparison Report for December 2023.

Attachments: [Inspections YTD Report - December 2023.pdf](#)

8. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



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Meeting Minutes - Final Municipal Services Committee

Monday, December 11, 2023

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

Present: 4 - Alfheim, Doran, Meltzer and Siebers

Excused: 1 - Van Zeeland

4. Approval of minutes from previous meeting

[23-1488](#)

Minutes from 11-20-2023

Attachments: [11-20-23 Meeting Minutes.pdf](#)

**Siebers moved, seconded by Alfheim, that the Minutes be approved. Roll Call.
Motion carried by the following vote:**

Aye: 4 - Alfheim, Doran, Meltzer and Siebers

Excused: 1 - Van Zeeland

5. **Public Hearing/Appearances**

6. **Action Items**

[23-1251](#)

Resolution #11-R-23 Overnight Parking

Attachments: [#11-R-23 Overnight Parking.pdf](#)
[Overnight Parking Resolution #11-R-23 Staff memo.pdf](#)

Hold until first regularly scheduled meeting in March.

**Siebers moved, seconded by Alfheim, that the Report Action Item be held. Roll
Call. Motion carried by the following vote:**

Aye: 3 - Alfheim, Doran and Meltzer

Nay: 1 - Siebers

Excused: 1 - Van Zeeland

[23-1489](#)

Approve the Department of Public Works 2024 Fee Schedules

Attachments: [2024 Fee Schedules.pdf](#)

Siebers moved, seconded by Alfheim, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Alfheim, Doran, Meltzer and Siebers

Excused: 1 - Van Zeeland

[23-1497](#)

CRITICAL TIMING Approve the award for 2024 Contract for Operation, Maintenance, monitoring at the Closed City of Appleton Landfill to SCS Engineers, in an amount not to exceed \$74,574.

Attachments: [Municipal Services Committee Memo Mackville 2024 award to SCS.pdf](#)

Meltzer moved, seconded by Alfheim, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Alfheim, Doran, Meltzer and Siebers

Excused: 1 - Van Zeeland

[23-1499](#)

Approve the single source award for the 2024 Cap Maintenance at the Closed City of Appleton Landfill to New Paradigm Companies, LLC in an amount not to exceed \$44,000.

Attachments: [Mackville 2024 Cap Maintenance award to New Paradigm.pdf](#)

Alfheim moved, seconded by Meltzer, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Alfheim, Doran, Meltzer and Siebers

Excused: 1 - Van Zeeland

[23-1501](#)

Approve the change to intersection traffic control at the Tonka St/Vine St intersection - follow up to six-month trial period.

Attachments: [Tonka St-Vine St \(UNCONTROLLED to STOP\) \(post 6-month trial\).pdf](#)

Meltzer moved, seconded by Alfheim, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Alfheim, Doran, Meltzer and Siebers

Excused: 1 - Van Zeeland

[23-1502](#)

Approve the change to intersection traffic control at the Plaza Dr/Fountain Av intersection - follow up to six-month trial period.

Attachments: [Plaza Dr-Fountain Av \(YIELD to STOP\) \(post 6-month trial\).pdf](#)

Alfheim moved, seconded by Meltzer, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Alfheim, Doran, Meltzer and Siebers

Excused: 1 - Van Zeeland

[23-1503](#)

Approve a parking restriction change on the 200 block of W. Prospect Av - follow up to six-month trial period.

Attachments: [200 W Prospect Av Parking Change \(post 6-month trial\).pdf](#)

Alfheim moved, seconded by Meltzer, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Alfheim, Doran, Meltzer and Siebers

Excused: 1 - Van Zeeland

[23-1476](#)

Resolution #15-R-23 Parking Facility & Management Study

Attachments: [#15-R-23 Parking Facility & Management Study.pdf](#)

Doran moved, seconded by Siebers, that the Report Action Item be recommended for approval. Roll Call. Motion failed by the following vote:

Aye: 1 - Doran

Nay: 3 - Alfheim, Meltzer and Siebers

Excused: 1 - Van Zeeland

Meltzer moved, seconded by Alfheim, that the Report Action Item be recommended for denial. Roll Call. Motion carried by the following vote:

Aye: 3 - Alfheim, Meltzer and Siebers

Nay: 1 - Doran

Excused: 1 - Van Zeeland

7. Information Items

[23-1504](#)

Inspection Division Permit Summary Comparison Report for November 2023.

Attachments: [Inspections YTD Report - November 2023.pdf](#)

8. Adjournment

Siebers moved, seconded by Alfheim, that the meeting be adjourned. Roll Call. Motion carried by the following vote:

Aye: 4 - Alfheim, Doran, Meltzer and Siebers

Excused: 1 - Van Zeeland

Resolution#12-R-23

Resolution to Close Whitman Yard Waste Site

Submitted By: *Alderson Doran – District 15*

Date: *November 15, 2023*

Referred To: *Municipal Services Committee*

Whereas the City of Appleton is one of the only communities to provide two yard waste sites for residents; and

Whereas the services offered at the Whitman yard waste site are a duplicate of services offered at the Glendale yard waste site and the Outagamie County solid waste and recycling center; and

Whereas the closure of the Whitman site is able to be absorbed at the Glendale yard waste site with no loss in service to residents; and

Whereas closing the Whitman site will save the city more than \$50,000 each year in operational costs; and

Whereas closure of the Whitman site can alleviate storage issues for both materials and equipment for the Department of Public Works immediately and in the future, while also providing additional savings in lower fuel costs and efficiencies in productivity and time savings for operations;

Now Therefore Be It Resolved that the Appleton Common Council directs the Department of Public Works and relevant city departments to execute the closure of the Whitman yard waste site through the 2025 budget process, and carry out necessary steps in 2024 to effect this change in the 2025 budget.



"... meeting community needs ... enhancing quality of life."

DEPARTMENT OF PUBLIC WORKS
Engineering Division
100 North Appleton Street
Appleton, WI 54911
TEL (920) 832-6474

To: Municipal Services Committee
From: Danielle Block, Director of Public Works
Nate Loper, Deputy Director of Public Works
Date: January 3, 2024
Re: Resolution #12-R-23 Closure of the Whitman Yard Site

The City of Appleton Public Works Department currently provides the following services to assist residents with disposing of various yard waste materials.

- **Curbside Collection**
 - Spring yard waste collection – Collect bagged and bundled yard waste (plants, grass, leaves, and branches) from the terrace. We provide 4 consecutive rounds of collection. Free of charge.
 - Fall leaf collection – Collect bulk leaves from the terrace or roadway (depending on the zone), as well as bagged and bundled yard waste (plants, grass, leaves, and branches) from the terrace. We provide 3 to 4 rounds of collection. Free of charge.
 - Christmas tree collection – Collect trees from the terrace during one week each January. Free of charge.
- **Glendale Yard Site**
 - Open Year-Round Friday, Saturday, Sunday and Monday. Hours: 8am to 5:45pm Summer and 8am to 4:45pm Winter
 - Branches, brush, leaves, grass, yard waste, oil, appliances, tires, and single stream recycling. Charges apply to certain items based on fee schedule.
 - Site is approximately 3 acres.
 - Staffed to monitor site during open hours.
- **Whitman Yard Site**
 - Open Seasonally Friday, Saturday, Sunday and Monday (closed Thanksgiving to April 1). Hours 8am – 5:45pm.
 - Branches, brush, leaves, grass, yard waste, and oil. Charges apply to certain items based on fee schedule.
 - Site is approximately 3 acres.
 - Staffed to monitor site during open hours.

- **Is there a way to reduce costs/duplication without major consequences – alternating days of service so the County and one of the Appleton sites are open daily?**
 - Public Works staff proposes the following schedule for consideration. This would keep both sites open with a modified schedule to better accommodate customer schedules. This would provide a free option for yard waste disposal, 7 days per week in the summer, and be cost neutral to taxpayers and customers. The proposed schedule also helps DPW address the challenges we face with staffing 2 sites on weekends, especially with one site being at a remote location. The winter schedule would be more in line with other municipalities, and allows for this employee to assist with other operations. We currently average 12-15 customers per day on winter weekends.

SUMMER HOURS (April to Thanksgiving)

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
Glendale	9-6	9-6	X	X	X	9-6	9-6
Whitman	X	X	9-6	9-6	9-6	9-6	X

WINTER HOURS (Thanksgiving through March)

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
Glendale	X	9-4:30	9-4:30	9-4:30	9-4:30	9-4:30	X
Whitman	X	X	X	X	X	X	X

CLEAN WOOD
BLACK DUMPSTERS

Dimensional Lumber Pallet Wood
No Painted Wood *No Stained Wood*
No Glued Wood (OSB/Plywood) *No Pressure-Treated Wood*

CONSTRUCTION & DEMOLITION
ORANGE DUMPSTERS

Countertops Toilets & Sinks
 Drywall (Unpainted) Formica & Laminate
 Stained Wood Windows
 Painted Wood Glued Wood (OSB/Plywood)
No Carpet

METAL
DARK GREY DUMPSTERS

Cast Iron Gutters
 Swing Sets Bed Frames
 Bicycles Metal Lawn Furniture
 Car Parts (No Fluids, No Plastics)
 Small Appliances (Toasters, Blenders, Vacuums)
No Carpet *No Large Appliances*
No Electronics

POLYSTYRENE FOAM
"THE FOAM DOME"

Expandable Polystyrene (CLEAN Hard, White Packaging Foam)
 Food Packaging Foam (CLEAN Egg Cartons, Takeout Containers, Cups)
No Foam Board Insulation *No Packaging Peanuts*
No Flexible Foam *No Foam Cushions*
No Tape, Staples, Cardboard *No Dirty or Wet Foam*

RECYCLING
BLUE DUMPSTERS

Paper (Cardboard, Newspaper, Books) *No Plastic Bags*
 Plastics (Bottles, Jugs, Containers) *No Plastic Films/Wraps*
 Metal Cans & Bottles *No Trash*
 Glass Bottles & Jars *No Styrofoam*

RIGID PLASTICS
GREEN DUMPSTERS

5 Gallon Buckets Plastic Crates
 Plastic Laundry Hampers Plastic Totes
 Kiddie Pools (No Inflatable Pools) Plastic Lawn Furniture
No Power Wheels *No Tarps*
No Vinyl Siding *No Car Parts*
No Drain Tile *No Landscaping Edging*

FURNITURE
BROWN DUMPSTERS

Chairs Tables Couches *No Carpet*

MATTRESSES & BOX SPRINGS
PURPLE DUMPSTERS

No Metal *No Wood* *No Rigid Plastics* *No Carpet*

TRASH
RED DUMPSTERS

Household Trash Clothes Food Waste Carpet
No Recycling *No Appliances* *No Electronics*
No Scrap Metal *No Tires* *No Yard Waste*



Outagamie County
RECYCLING & SOLID WASTE

RESOURCE RECOVERY PARK
SERVICE GUIDE



Welcome to our Resource Recovery Park!

We allow customers the ease of use to safely unload their materials in source separated bins. Source separation allows for higher recovery rates of valuable resources. This creates longer term landfill airspace for our municipalities in Outagamie County.

YOU DO NOT HAVE TO LIVE IN OUTAGAMIE COUNTY TO USE OUR DROP-OFF SITE!

We welcome all residents to use our Resource Recovery Park.



SCAN THIS CODE WITH YOUR SMARTPHONE TO USE OUR WASTE WIZARD WEBSITE TOOL!



RESOURCE RECOVERY PARK

SERVICE GUIDE

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ELECTRONICS DROP-OFF

- | | | |
|----------|----------|-------------|
| TVs | Monitors | Computers |
| Printers | VCRs | DVD Players |
| Copiers | Stereos | |

Other items as applicable. Fees may apply.

NON-FREON CONTAINING APPLIANCES

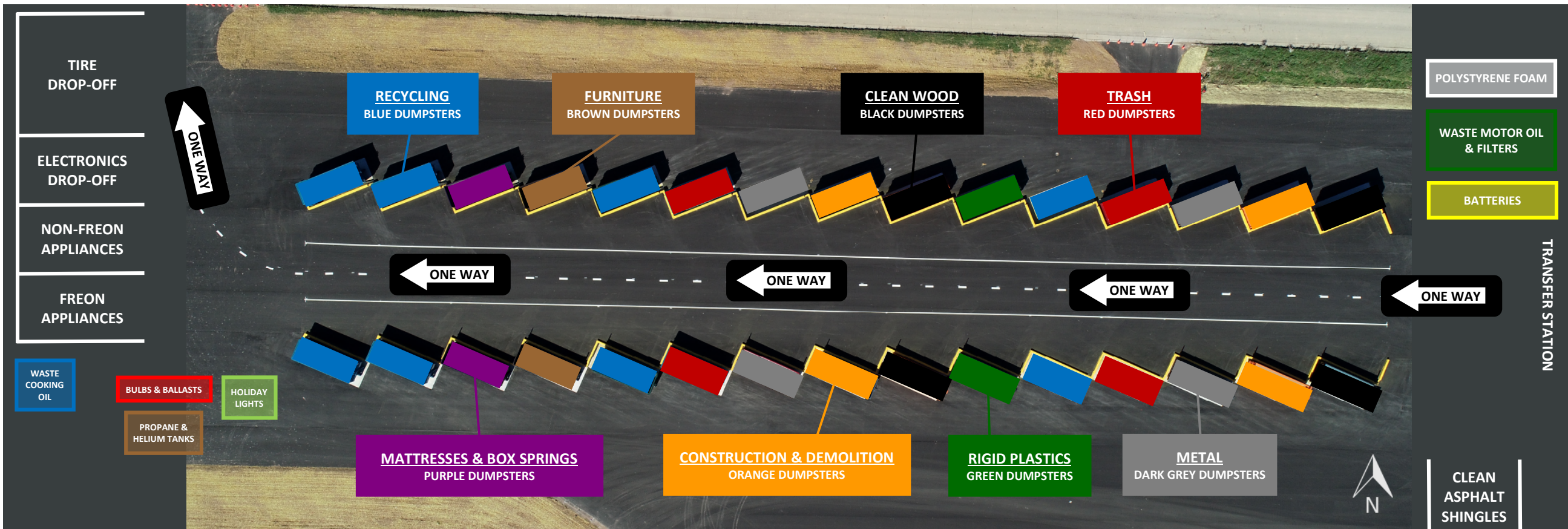
- | | |
|--------------|------------------|
| Stoves/Ovens | Microwaves |
| Dryers | Washing Machines |
| Dishwashers | Water Heaters |

Other items as applicable. Fees may apply.

FREON CONTAINING APPLIANCES

- | | |
|------------------|------------|
| Fridges | Freezers |
| Dehumidifiers | Ice Makers |
| Air Conditioners | |

Other items as applicable. Fees may apply.



2024 Rates Outagamie County Recycling & Solid Waste

Material	Rate	Unit
Garbage (household, commercial, business)	\$ 56.00	Per Ton
Garbage – Out of County Rate (does not apply to waste from Brown, Outagamie or Winnebago Counties)	\$ 58.00	Per Ton
Construction & Demolition Waste <i>Landfill Disposal</i> (drywall, toilets/sinks, vinyl siding, windows, treated/stained/painted wood)	\$ 56.00	Per Ton
Construction & Demolition Waste <i>Transfer Station Disposal</i> *dump trailers less than 10yds* (drywall, toilets/sinks, vinyl siding, windows, treated/stained/painted wood)	\$ 86.00	Per Ton
Clean Asphalt Shingles, Drywall, Vinyl Siding <i>No cedar shake, wood, metal, trash, or household garbage</i>	\$ 35.00	Per Ton
Yard Waste (leaves, garden/grass clippings, straw/hay, brush & tree limbs < 6" diameter)	\$ 36.00	Per Ton
Aggregate (asphalt, brick & base, concrete, granite, gravel, pavers, stone/rock)	\$ 5.00	Per Ton
Non-Freon Appliances (dryer, microwave, stove, washer, water heater)	\$ 20.00	Each
Freon Appliances (A/C, dehumidifier, bubbler, freezer, refrigerator, water cooler)	\$ 20.00	Each
All Mattresses and Box Springs	\$ 5.00	Each
Tires - All sizes	\$ 12.00	Each
Tires - 5 or more	\$ 425.00	Per Ton
Fluorescent Bulbs - All sizes (Households Only)	\$ 1.00	Each
Television/Monitor - All sizes	\$ 30.00	Each
Computer Tower, Laptop, Game Console, Printer/Scanner/Fax Machine	\$ 5.00	Each
DVD/VCR, Cable Box, Keyboard/Speakers/Cords, Cell Phones	Free of Charge	-
Propane Tank - 20lb. (empty)	\$ 5.00	Each
Propane Tank - 1lb. (empty)	Free of Charge	-
Waste Oil/Filters / Cooking Oil (General Public Only / 10 Gal Maximum)	Free of Charge	-
Batteries - (rechargeable, vehicle) (Alkaline or single use batteries may be disposed of in trash).	Free of Charge	-
Soil/Dirt	\$ 56.00	Per Ton
Sod	\$ 56.00	Per Ton
Contaminated Soil, Auto Shredder Fluff, Foundry Sand, Grits/Screenings, Incinerator Ash, Pit Waste, Septic Tank *pending approval*	\$ 56.00	Per Ton
Call (920) 832-2031 for disposal instructions		
Wastewater Treatment Plant Sludge *pending approval*	\$ 65.00	Per Ton
Call (920) 832-2031 for disposal instructions		
Non-Friable Asbestos	\$ 70.00	Per Ton
Call (920) 832-2031 for disposal instructions	\$ 30.00	<i>min. charge</i>
Friable Asbestos	\$ 370.00	Per Ton
Call (920) 832-2031 for disposal instructions	\$ 30.00	<i>min. charge</i>

All weighed vehicles over 720 lbs. are prorated at \$56/Ton with a \$20.00 minimum charge

**MEMORANDUM OF UNDERSTANDING
FOR
APPLETON YARD WASTE SITES**

This Memorandum of Understanding is meant to document the agreement for the Town of Grand Chute's use of the City of Appleton's two yard waste sites. Following are the terms of this agreement:

- Annual payment to the City of Appleton of \$55,000 in 2019 with a 3% increase thereafter.
- Appleton yard waste sites will accept yard waste from Grand Chute residents including grass clippings, branches and brush. Branches and brush will be free of charge. Grass clippings will be charged at the current City of Appleton rate for that year (\$4 per bag in 2019).
- Appleton yard waste sites will not accept garbage, appliances, tires, antifreeze, batteries, etc. from Grand Chute residents.

This Memorandum of Understanding may be terminated by either party prior to each parties' annual budget adoption.

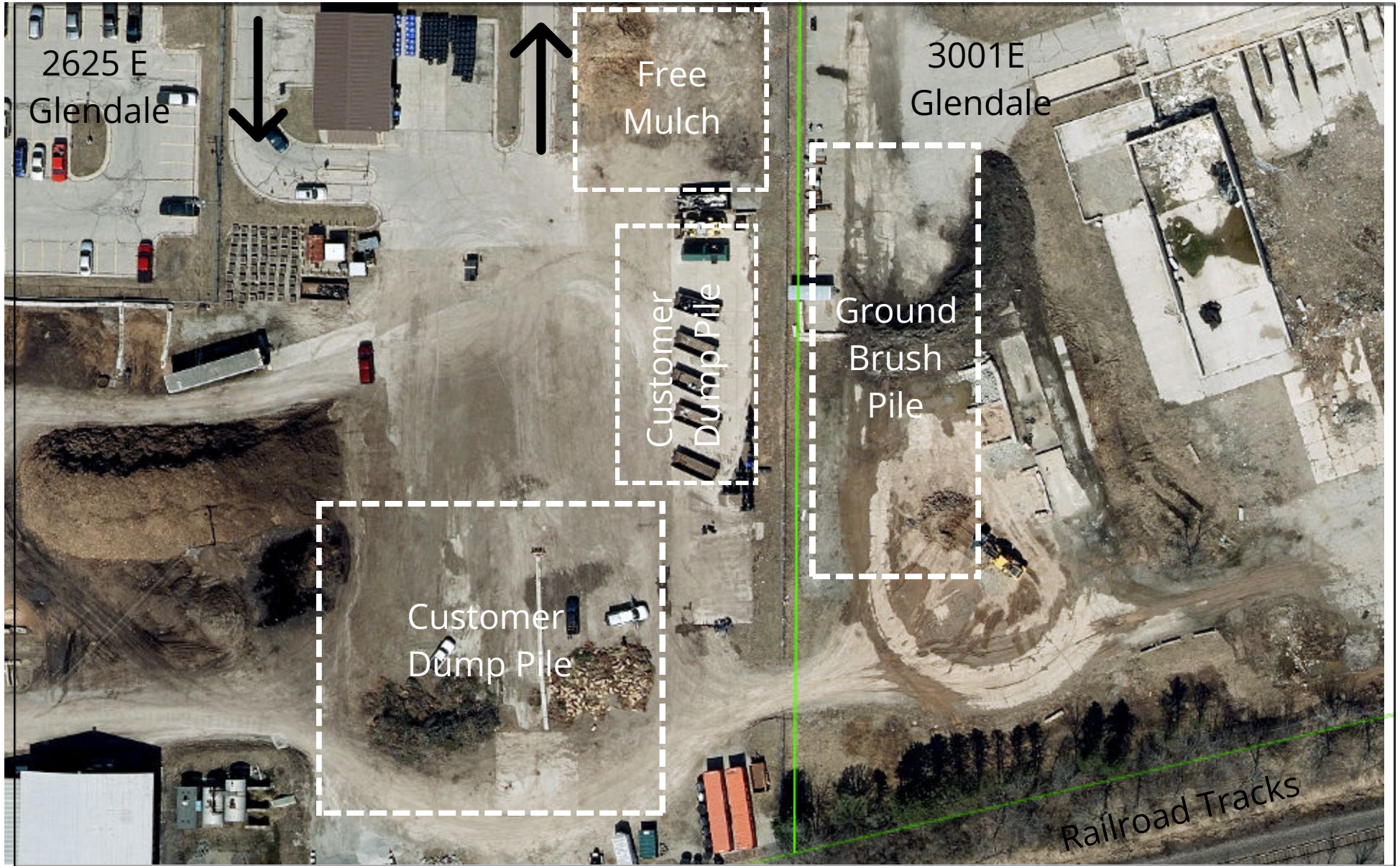
By: *Katie Schwartz*
Katie Schwartz, Director of Public Works
Town of Grand Chute

Date: 2-8-2019

By: *Paula Vandehey*
Paula A. Vandehey, Director of Public Works
City of Appleton

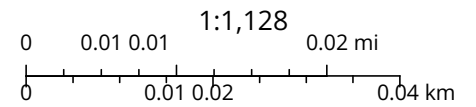
Date: 2-8-2019

Glendale Yard Site

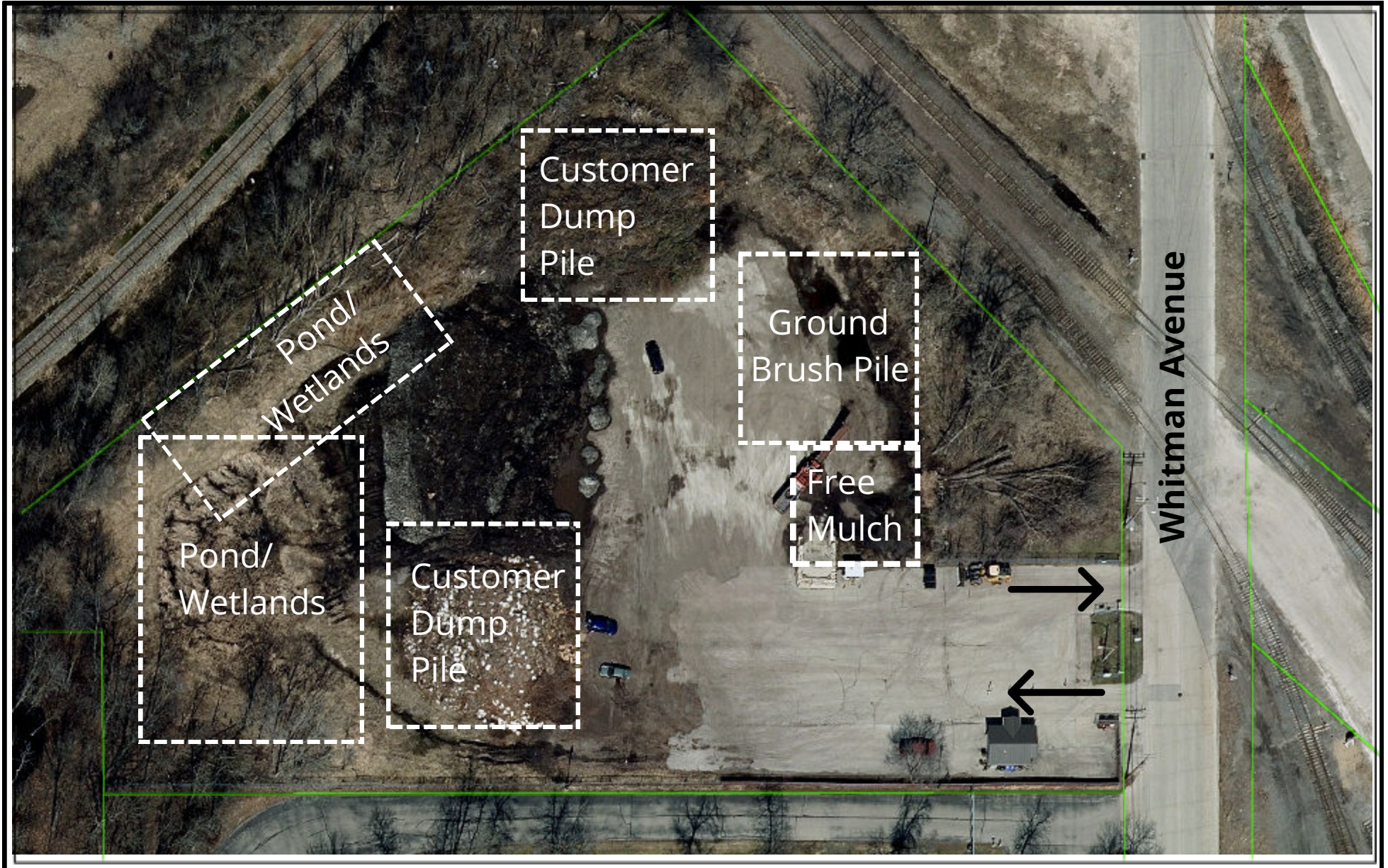


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 City Parcels

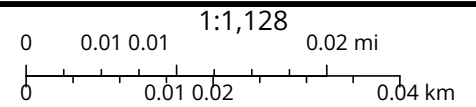


Whitman Yard Site



12/12/2023, 2:51:50 PM

 City Parcels



Community	Yard Waste Site	Days Open - Summer	Days Open - Winter	Distance from Site to Landfill
Appleton - Current	Yes	Fri, Sat, Sun, Mon	Fri, Sat, Sun, Mon	3 miles
Appleton - Proposed	Yes	Fri, Sat, Sun, Mon at Glendale, Tues, Wed, Thur and Fri at Whitman.	Mon - Fri at Glendale. Whitman closed.	3 miles
Eau Claire	Yes	Mon, Wed and Saturday.	Closed	6 miles
Grand Chute	Partners with Appleton	Appleton site hours	Appleton site hours	3 miles
Kimberly	Yes	7 days/week. No attendant on site.	7 days/week. No attendant on site.	3 miles
LaCrosse	Yes	Mon, Tues, Sat and Sunday.	Closed	10 miles
Little Chute	Yes	7 days/week. No attendant on site.	7 days/week. No attendant on site.	2 miles
Manitowoc	No. County operated site only.	NA	NA	NA
Menasha	Yes	Mon - Fri (full day) and Sat morning.	Mon - Fri	10 miles
Neenah	Yes	Mon - Fri (full day) and Sat morning.	Mon - Fri	8 miles
Oshkosh	Yes	7 days/week.	Mon - Fri	7 miles
Sheboygan	Yes	Mon - Sat	Mon - Sat	3 miles
Stevens Point	Yes	Tues, Thur, Sat	Tues, Thur, Sat	10 miles
Waupaca	No. Residents directed to County site.	NA	NA	NA
Wausau	Yes	Wed, Fri, Sat, Sunday.	Closed	29 miles



DEPARTMENT OF PUBLIC WORKS

Engineering Division

100 North Appleton Street

Appleton, WI 54911

Phone: 920-832-6474

Effective Date: November 10, 2004

Updated: January ~~2013~~2024

DEPARTMENT OF PUBLIC WORKS

GLENDALE AVENUE YARD WASTE SITE POLICY

This policy has been developed to provide appropriate, consistent, and cost-effective use of the Glendale Avenue Yard Waste Site. This site is available for residents, not contractors or commercial properties.

I. CITY OF APPLETON RESIDENTS MAY DROP OFF:

Leaves, brush, grass, metal, ~~batteries, antifreeze,~~ motor oil, tires, appliances, and ~~overflow garbage/bulky curbside recycling~~ items.

II. TOWN OF GRAND CHUTE RESIDENTS MAY DROP OFF:

Leaves, brush, and grass, ~~and motor oil.~~

~~III. OUTAGAMIE COUNTY RESIDENTS MAY DROP OFF:~~

~~Motor oil.~~

IV. ~~III.~~ FEES:

- | | |
|--------------------------------|---|
| A. Freon appliances | \$20 drop-off <u>\$25 curb</u> |
| B. Non-freon appliances | \$15 drop-off <u>\$20 curb</u> |
| C. Tires (no rims) | <u>\$128</u> each |
| D. Grass | \$4 per bag |
| E. Grass Card | \$40 |
| F. Overflow garbage | \$15 for any overflow garbage |
| G. Overflow garbage | \$35 for vehicle with garbage plus a trailer |

V. ~~IV.~~ REGULATIONS:

- All customers shall ~~be carded for~~ provide proof of residency.
- ~~Building materials, yard waste, g~~ Garbage and overflow items are not accepted ~~from contractors.~~
- Dirt, root balls, stumps, and sod are not accepted.
- Skids and wood lumber are not accepted. ~~go on wood pile.~~
- Sand, gravel and concrete are not accepted.
- ~~F. Treated wood products are considered overflow garbage.~~
- ~~H.F.~~ Electronics and hazardous waste are not accepted.
- ~~H.G.~~ Shingles are not accepted.
- ~~H.H.~~ Oil filters are not accepted.

~~VI.~~ COMMITMENT

~~Attempt will be made to have appropriate amount of containers on site for overflow purposes, but no guarantee based on space and staffing constraints.~~

Resolution #15-R-23

Resolution for a downtown parking facility and management study

Submitted By: *Aldersperson Doran – District 15*

Date: *December 6, 2023*

Referred To: *Municipal Services Committee*

Whereas downtown parking is an important component to support local businesses and provide downtown visitors adequate places to park; and,

Whereas the City of Appleton Department of Public Works currently maintains and operates three parking ramps providing roughly 2,700 parking stalls for permit and hourly parking, about 700 on-street metered parking stalls, three public skywalks and two surface lots; and,

Whereas the City of Appleton Department of Public Works has a desire to optimize best practices for publicly-owned parking assets and analyze the value and condition of said assets; and,

Whereas operating municipal parking utilities are a fiscal challenge and municipalities around the country have, for a variety of reasons, sold municipally-owned parking ramps, or leased ramps and on-street parking stalls to private management companies to generate much needed one-time and on-going revenues; now

Therefore be it resolved that the Appleton Common Council directs city staff to prepare a request for proposals to develop a parking facility strategic plan, to include a study to assess the value and conditions of the city's publicly-owned parking assets, to look at best management practices and options, including the sale or lease of parts or all of the parking utility, and to develop a downtown marketing and promotional campaign.

Department of Public Works – Engineering Division

MEMO

TO: Municipal Services Committee

FROM: Chad Weyenberg, Project Engineer

DATE: January 8, 2024

RE: Notification of Award of Contract for 2024 Bridge Consulting Services to Collins Engineers, Inc., in an amount not to exceed \$26,190.

The State of Wisconsin requires that the City completes a Bridge Rehabilitation Report prior to submitting for any Federal and State Local Bridge Program Funds. The Memorial Drive Bridge over the Fox River is eligible for maintenance funds due to the sufficiency rating being below 80. This report will look in depth at the condition of the structure and provide long term maintenance plans, budgets, and recommendations.

This contract is also for the consultant to perform a scour analysis on the Osprey Drive and Harrier Lane bridge structures. Scour analysis reports are required to meet the current WisDOT bridge database requirements. The Department of Public Works requested proposals from seven qualified Wisconsin consulting firms. The City received one qualified proposal from Collins Engineers, Inc. (\$26,190.00)

Collins Engineers, Inc. demonstrated the related experience and personnel necessary to complete the required tasks. In addition, they also demonstrated a good project understanding and approach.

Therefore, staff recommends award of the 2024 Bridge Consulting Services to Collins Engineers, Inc. in an amount not to exceed \$26,190.00

COLLINS ENGINEERS, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered on the 20 day of December 2023 by and between City of Appleton, hereinafter called "CLIENT," and COLLINS ENGINEERS, INC., hereinafter called "COLLINS," is as follows:

The CLIENT engages COLLINS to perform professional services for a project known and described as 2023 Bridge Consultant, hereinafter called the "PROJECT." The CLIENT and COLLINS, for mutual consideration hereinafter set forth, agree as follows:

- A. COLLINS agrees to provide and perform certain professional services for CLIENT upon the PROJECT. The Scope of Services and the period during which services are to be provided are specified in **Exhibit A** to this Agreement, which is made a part hereof.
- B. The CLIENT's responsibilities shall be as set forth in **Exhibit A** to this Agreement.
- C. The CLIENT agrees to pay COLLINS as compensation for its services as set forth in **Exhibit B**.

The Standard General Terms and Conditions and the Exhibits constitute the full and complete Agreement between the parties and may be changed, amended, added to, suspended, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistencies between the Standard General Terms and Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, the Standard General Terms and Conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions stated, both above and included in the STANDARD GENERAL TERMS AND CONDITIONS and EXHIBITS, which are made a part hereof, the day and year above written. Upon execution of this Agreement by CLIENT, COLLINS will proceed with the services in accordance with the provisions of this Agreement.

COLLINS ENGINEERS, INC. (COLLINS)
2419 Velp Ave, Suite 350
Howard, WI 54303

CITY OF APPLETON
100 North Appleton St
Appleton, WI 54911

By

Regional Manager
Title

12/20/2023
Date

By

Title

Date

STANDARD GENERAL TERMS AND CONDITIONS

ARTICLE 1 – SERVICES OF COLLINS

COLLINS' Scope of Work (Work) shall be limited to those services expressly set forth in EXHIBIT A and is subject to the terms and conditions set forth herein.

COLLINS shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon CLIENT's request (and for additional compensation, if not already included in COLLINS' Work), COLLINS shall assist CLIENT in attempting to obtain, or on behalf of CLIENT and in CLIENT's name attempt to obtain, those permits and approvals required for the project for which COLLINS' services are being rendered.

If conditions actually encountered at the project site differ materially from those represented by CLIENT and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in COLLINS' scope of work, COLLINS' compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in EXHIBIT A, COLLINS may employ such subcontractors as it deems necessary to assist in furnishing its services.

ARTICLE 2 – FEES FOR ADDITIONAL SERVICES

Fees for COLLINS' services attributable to any additional services provided by COLLINS which are not specifically included in EXHIBIT A will be based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the applicable hourly rate listed on COLLINS' Standard Table of Rates. Reimbursable expenses will be based on the rates listed on COLLINS' Standard Table of Rates. COLLINS will not commence work on any additional services without the written consent of the CLIENT.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

COLLINS shall perform its services in accordance with the schedule set forth in EXHIBIT A and in keeping with the Standard of Care. COLLINS shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond COLLINS' reasonable control or delays caused by failure of CLIENT, CLIENT's agent or CLIENT's Contractor to furnish information or to approve or disapprove COLLINS' work promptly, or due to late or slow, or faulty performance by CLIENT, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of COLLINS' work. In the case of the happening of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

ARTICLE 4 – PAYMENTS TO COLLINS

Invoices for fees and other charges shall be prepared in accordance with COLLINS' standard invoicing practices and shall be submitted to CLIENT not more frequently than monthly for all services rendered as the work progresses, and the net amount shall be due within 30 days at COLLINS' offices in Chicago, Illinois, and CLIENT's obligation to pay under this Agreement. Payments on invoices submitted by COLLINS for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by CLIENT unless COLLINS agrees or has been finally determined liable for such amounts.

Invoices are due and payable within 30 days of receipt. If CLIENT fails to pay COLLINS' invoice within 30 days after receipt, the amounts due COLLINS shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30 days. In the event any portion of the account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Records of COLLINS' direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

ARTICLE 5 – SUSPENSION OF SERVICES

The CLIENT may, at any time, by written notice, suspend further work by COLLINS. The CLIENT shall remain liable for, and shall promptly pay COLLINS for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf.

CLIENT shall pay COLLINS pursuant to the rates and charges set forth in EXHIBIT B. COLLINS will submit monthly invoices to CLIENT for services rendered and expenses incurred. If CLIENT does not pay invoices within 30 days of submission of invoice, COLLINS may, upon written notice to the CLIENT, suspend further work until payments are brought current. The CLIENT agrees to indemnify and hold COLLINS harmless from any claim or liability resulting from such suspension.

ARTICLE 6 – STANDARD OF CARE/ABSENCE OF WARRANTIES/NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

Standard of Care

The standard of care for all professional services performed or furnished by COLLINS, its employees, independent professional associates, and subconsultants under this Agreement shall be the skill and care ordinarily exercised by other members of COLLINS' profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by COLLINS. COLLINS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

COLLINS and CLIENT will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

No Warranties

COLLINS makes no guarantees or warranties, expressed or implied, under this Agreement or otherwise, in connection with COLLINS' services.

Client-Furnished Documents

COLLINS may use requirements, programs, instructions, reports, data, and information furnished by CLIENT to COLLINS in performing its services under this Agreement. COLLINS may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by CLIENT to COLLINS. CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from COLLINS' reliance on CLIENT furnished information, except to the extent of COLLINS' and its subconsultant's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Costs

When required as part of its work, COLLINS will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by COLLINS hereunder will be made on the basis of COLLINS' experience and qualifications and will represent COLLINS' judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that COLLINS does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in COLLINS' scope of services, COLLINS shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of determining general overall conformance with COLLINS' design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. COLLINS' review shall be conducted with reasonable promptness while allowing sufficient time, in COLLINS' judgment, to permit adequate review. Review of a specific item shall not be construed to mean that COLLINS has reviewed the entire assembly of which the item is a component. COLLINS shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of COLLINS by the contractor in writing.

Construction Phase Services

If construction observation is included in COLLINS' scope of services, COLLINS shall visit the project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and COLLINS, in order to observe and keep CLIENT reasonably informed about the progress and quality of the portion of the work completed, and report to CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow COLLINS, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with COLLINS' general overall design concept. If CLIENT desires more extensive project observation or full-time representation, the CLIENT shall request that such services be provided by COLLINS as Additional Services in accordance with the terms of this Agreement.

If COLLINS performs any services during the construction phase of the project, COLLINS shall not supervise, direct, or have control over Contractor's work. COLLINS shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. COLLINS does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If COLLINS is not retained to provide construction observation of the implementation of its design recommendations, CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS, and indemnify and hold COLLINS harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of COLLINS' design recommendations, except to the extent of COLLINS' negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subconsultants and employees, COLLINS shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incidental to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of COLLINS is present at the project site performing his/her duties. Notwithstanding anything to the contrary, COLLINS shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by COLLINS shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance.

Approval of Contractor's Applications for Payment

If approvals of a contractor's applications for payment are included in COLLINS' scope of work, COLLINS shall review the amounts due the contractor and issue a recommendation about payment to CLIENT. COLLINS' review shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by COLLINS that to the best of the COLLINS' knowledge, information, and belief, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: COLLINS has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 7 – CONFIDENTIALITY AND USE OF DOCUMENTS**Confidentiality**

COLLINS agrees to keep confidential and not to disclose to any person or entity, other than COLLINS' employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data or information not previously known to or generated by COLLINS or furnished to COLLINS and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict COLLINS from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for COLLINS to defend itself from any legal action or claim. CLIENT agrees that COLLINS may use and publish CLIENT's name and a general description of COLLINS' services with respect to the project in describing COLLINS' experience and qualifications to others.

Copyrights and Patents

COLLINS shall indemnify, and hold harmless CLIENT from, damages, expenses (including reasonable attorneys' fees and costs), losses, and liabilities to the extent that any services furnished by COLLINS infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by COLLINS are instruments of service with respect to the project, and COLLINS shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

COLLINS shall grant, upon full payment to COLLINS for services rendered, to CLIENT a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by COLLINS for CLIENT. CLIENT may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by CLIENT, or others, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by COLLINS, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk, and CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and defend, indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the project or for any other project by COLLINS shall entitle COLLINS to additional compensation to be agreed upon by CLIENT and COLLINS.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by COLLINS. Text, data, or graphics files in electronic media format are furnished solely for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Electronic files including images, video, and miscellaneous geospatial data collected may include information on the condition or configuration of assets. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS undertakes no responsibility to, and will not, analyze or review any information or data (including electronic files) with respect to condition, defects, or deficiencies. Data that is collected may be post processed into digital models, maps and other deliverables that may contain artifacts, noise, or geospatial discrepancies that may not reflect the exact condition, location or dimensions of the asset at the time of data collection. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY INFORMATION OR DATA SUPPLIED, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; OR (B) representations as to the accuracy or the alternative use of these models for any purpose including, but not limited to, the work to be completed by collins in this agreement or the scope of work

Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, COLLINS reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product.

When transferring documents in electronic media format, neither CLIENT nor COLLINS makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the documents' creation.

ARTICLE 8 – INSURANCE

COLLINS shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$2,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation & Employer's Liability - Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than \$1,000,000 per accident/\$500,000 per disease/\$1,000,000 disease policy aggregate, including if applicable, U.S. Longshoreman & Harbor Workers coverage.

Professional Liability - \$2,000,000 per claim/\$2,000,000 annual aggregate for professional errors and omissions and including Contractors Pollution Liability coverage.

If required by contract with CLIENT, COLLINS shall name CLIENT as an additional insured on its Commercial General Liability policy.

If requested in writing by CLIENT, COLLINS shall deliver to CLIENT certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of COLLINS' services.

CLIENT shall cause COLLINS and its subcontractors to be listed as additional insured's on any Commercial General Liability insurance carried by CLIENT that is applicable to the project.

CLIENT shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability insurance, with limits no less than set forth above, and to cause COLLINS and its subconsultants to be listed as additional insureds on that Commercial General Liability insurance. CLIENT shall require the project owner to include the substance of this paragraph in the prime construction contract.

ARTICLE 9 – HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

CLIENT has disclosed to COLLINS all data known to CLIENT concerning known or suspected hazardous environmental conditions, including but not limited to the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials," if any, located at or near the project site, including its type, quantity, and location, or has represented to COLLINS that, to the best of CLIENT's knowledge, no hazardous environmental conditions exist at or near the project site.

The scope of COLLINS' services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

ARTICLE 10 - ALLOCATION OF RISK

Indemnification of CLIENT

COLLINS agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, and employees (collectively, CLIENT) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by COLLINS' negligent acts or omissions under this Agreement and that of anyone for whom COLLINS is legally liable. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Indemnification of COLLINS

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless COLLINS, its officers, directors, employees and subconsultants (collectively, COLLINS) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by CLIENT's negligent acts or omissions in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable. It is the intent of CLIENT to indemnify COLLINS against whatever percentage of the above described losses are attributable to parties (including CLIENT) other than COLLINS.

ARTICLE 11 – AGREED REMEDY

To the fullest extent permitted by law, the total liability, in aggregate of COLLINS and COLLINS' officers, directors, employees, agents, and consultants to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to COLLINS' services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to strict negligence, strict liability, breach of contract or warranty, shall not exceed COLLINS' total fee received under this Agreement. The CLIENT agrees to bring any claims against COLLINS, not any individual owners, directors or employees of COLLINS. **If CLIENT is unwilling or unable to agree to this remedy, we will negotiate this provision and its associated impact on our approach, scope of work, schedule, and fee, with CLIENT. You must notify COLLINS in writing before we commence our work or your intention to negotiate this provision and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that the agreed remedy stands as set forth above.**

Consequential Damages

Neither CLIENT nor COLLINS shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

ARTICLE 12 – MISCELLANEOUS

Termination

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. COLLINS shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due COLLINS, CLIENT shall be entitled to copies of COLLINS' files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Third Parties

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither CLIENT nor COLLINS may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement, and such consent will not be unreasonably withheld.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or COLLINS. COLLINS' services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against COLLINS because of this Agreement or COLLINS' performance of services hereunder.

Governing Law

The laws of the State of Wisconsin shall exclusively govern the validity, interpretation and performance of this Agreement.

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of COLLINS' services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of COLLINS' services under this Agreement.

Invalid Terms

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation

The CLIENT and COLLINS agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all exhibits hereto, are incorporated by reference into each other, and supersedes all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

END OF STANDARD GENERAL TERMS AND CONDITIONS

EXHIBIT B
COMPENSATION

CLIENT agrees to compensate COLLINS as follows:

LUMP SUM

CLIENT shall pay COLLINS for Services set forth in EXHIBIT A, a Lump Sum amount of \$26,190.00.

The Lump Sum includes compensation for all COLLINS' services included in EXHIBIT A and incorporates COLLINS' labor, overhead, profit, Reimbursable Expenses and COLLINS' outside services, if any.

The portion of the Lump Sum amount billed for COLLINS' services will be based upon COLLINS' estimate of the proportion of the overall services actually completed during the billing period to the total Lump Sum.

Department of Public Works – Engineering Division

MEMO

TO: Municipal Services Committee

FROM: Chad Weyenberg, Project Engineer

DATE: January 8, 2024

RE: Notification of Award of Contract for 2024 Bridge Inspections Services (Unit R-24) to Collins Engineers, Inc., in an amount not to exceed \$42,000.

The State of Wisconsin requires that the City inspect, record and report to the State on the condition of its bridges every two years. The Department of Public Works requested proposals from six qualified Wisconsin consulting firms. The City received two qualified proposals from Collins Engineers, Inc. (\$41,688.40) and Ayres Associates (\$58,300.00).

Collins Engineers, Inc. demonstrated the related experience and personnel necessary to complete the required tasks. In addition, they also demonstrated a good project understanding and approach.

Therefore, staff recommends award of the 2024 Bridge Inspection Services Contract to Collins Engineers, Inc. in an amount not to exceed \$42,000.00

COLLINS ENGINEERS, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered on the ___ day of _____ by and between City of Appleton, hereinafter called "CLIENT," and COLLINS ENGINEERS, INC., hereinafter called "COLLINS," is as follows:

The CLIENT engages COLLINS to perform professional services for a project known and described as Routine Bridge Inspection 2024/25, hereinafter called the "PROJECT." The CLIENT and COLLINS, for mutual consideration hereinafter set forth, agree as follows:

- A. COLLINS agrees to provide and perform certain professional services for CLIENT upon the PROJECT. The Scope of Services and the period during which services are to be provided are specified in **Exhibit A** to this Agreement, which is made a part hereof.
- B. The CLIENT's responsibilities shall be as set forth in **Exhibit A** to this Agreement.
- C. The CLIENT agrees to pay COLLINS as compensation for its services as set forth in **Exhibit B**.

The Standard General Terms and Conditions and the Exhibits constitute the full and complete Agreement between the parties and may be changed, amended, added to, suspended, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistencies between the Standard General Terms and Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, the Standard General Terms and Conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions stated, both above and included in the STANDARD GENERAL TERMS AND CONDITIONS and EXHIBITS, which are made a part hereof, the day and year above written. Upon execution of this Agreement by CLIENT, COLLINS will proceed with the services in accordance with the provisions of this Agreement.

COLLINS ENGINEERS, INC. (COLLINS)
2149 Velp Ave, Suite 350
Howard, WI 54303

CITY OF APPLETON
100 North Appleton St
Appleton, WI 54911

By

Regional Manager
Title

12/20/2023
Date

By

Title

Date

STANDARD GENERAL TERMS AND CONDITIONS

ARTICLE 1 – SERVICES OF COLLINS

COLLINS' Scope of Work (Work) shall be limited to those services expressly set forth in EXHIBIT A and is subject to the terms and conditions set forth herein.

COLLINS shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon CLIENT's request (and for additional compensation, if not already included in COLLINS' Work), COLLINS shall assist CLIENT in attempting to obtain, or on behalf of CLIENT and in CLIENT's name attempt to obtain, those permits and approvals required for the project for which COLLINS' services are being rendered.

If conditions actually encountered at the project site differ materially from those represented by CLIENT and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in COLLINS' scope of work, COLLINS' compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in EXHIBIT A, COLLINS may employ such subcontractors as it deems necessary to assist in furnishing its services.

ARTICLE 2 – FEES FOR ADDITIONAL SERVICES

Fees for COLLINS' services attributable to any additional services provided by COLLINS which are not specifically included in EXHIBIT A will be based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the applicable hourly rate listed on COLLINS' Standard Table of Rates. Reimbursable expenses will be based on the rates listed on COLLINS' Standard Table of Rates. COLLINS will not commence work on any additional services without the written consent of the CLIENT.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

COLLINS shall perform its services in accordance with the schedule set forth in EXHIBIT A and in keeping with the Standard of Care. COLLINS shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond COLLINS' reasonable control or delays caused by failure of CLIENT, CLIENT's agent or CLIENT's Contractor to furnish information or to approve or disapprove COLLINS' work promptly, or due to late or slow, or faulty performance by CLIENT, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of COLLINS' work. In the case of the happening of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

ARTICLE 4 – PAYMENTS TO COLLINS

Invoices for fees and other charges shall be prepared in accordance with COLLINS' standard invoicing practices and shall be submitted to CLIENT not more frequently than monthly for all services rendered as the work progresses, and the net amount shall be due within 30 days at COLLINS' offices in Chicago, Illinois, and CLIENT's obligation to pay under this Agreement. Payments on invoices submitted by COLLINS for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by CLIENT unless COLLINS agrees or has been finally determined liable for such amounts.

Invoices are due and payable within 30 days of receipt. If CLIENT fails to pay COLLINS' invoice within 30 days after receipt, the amounts due COLLINS shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30 days. In the event any portion of the account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Records of COLLINS' direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

ARTICLE 5 – SUSPENSION OF SERVICES

The CLIENT may, at any time, by written notice, suspend further work by COLLINS. The CLIENT shall remain liable for, and shall promptly pay COLLINS for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf.

CLIENT shall pay COLLINS pursuant to the rates and charges set forth in EXHIBIT B. COLLINS will submit monthly invoices to CLIENT for services rendered and expenses incurred. If CLIENT does not pay invoices within 30 days of submission of invoice, COLLINS may, upon written notice to the CLIENT, suspend further work until payments are brought current. The CLIENT agrees to indemnify and hold COLLINS harmless from any claim or liability resulting from such suspension.

ARTICLE 6 – STANDARD OF CARE/ABSENCE OF WARRANTIES/NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

Standard of Care

The standard of care for all professional services performed or furnished by COLLINS, its employees, independent professional associates, and subconsultants under this Agreement shall be the skill and care ordinarily exercised by other members of COLLINS' profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by COLLINS. COLLINS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

COLLINS and CLIENT will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

No Warranties

COLLINS makes no guarantees or warranties, expressed or implied, under this Agreement or otherwise, in connection with COLLINS' services.

Client-Furnished Documents

COLLINS may use requirements, programs, instructions, reports, data, and information furnished by CLIENT to COLLINS in performing its services under this Agreement. COLLINS may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by CLIENT to COLLINS. CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from COLLINS' reliance on CLIENT furnished information, except to the extent of COLLINS' and its subconsultant's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Costs

When required as part of its work, COLLINS will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by COLLINS hereunder will be made on the basis of COLLINS' experience and qualifications and will represent COLLINS' judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that COLLINS does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in COLLINS' scope of services, COLLINS shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of determining general overall conformance with COLLINS' design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. COLLINS' review shall be conducted with reasonable promptness while allowing sufficient time, in COLLINS' judgment, to permit adequate review. Review of a specific item shall not be construed to mean that COLLINS has reviewed the entire assembly of which the item is a component. COLLINS shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of COLLINS by the contractor in writing.

Construction Phase Services

If construction observation is included in COLLINS' scope of services, COLLINS shall visit the project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and COLLINS, in order to observe and keep CLIENT reasonably informed about the progress and quality of the portion of the work completed, and report to CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow COLLINS, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with COLLINS' general overall design concept. If CLIENT desires more extensive project observation or full-time representation, the CLIENT shall request that such services be provided by COLLINS as Additional Services in accordance with the terms of this Agreement.

If COLLINS performs any services during the construction phase of the project, COLLINS shall not supervise, direct, or have control over Contractor's work. COLLINS shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. COLLINS does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If COLLINS is not retained to provide construction observation of the implementation of its design recommendations, CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS, and indemnify and hold COLLINS harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of COLLINS' design recommendations, except to the extent of COLLINS' negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subconsultants and employees, COLLINS shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incidental to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of COLLINS is present at the project site performing his/her duties. Notwithstanding anything to the contrary, COLLINS shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by COLLINS shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance.

Approval of Contractor's Applications for Payment

If approvals of a contractor's applications for payment are included in COLLINS' scope of work, COLLINS shall review the amounts due the contractor and issue a recommendation about payment to CLIENT. COLLINS' review shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by COLLINS that to the best of the COLLINS' knowledge, information, and belief, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: COLLINS has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 7 – CONFIDENTIALITY AND USE OF DOCUMENTS**Confidentiality**

COLLINS agrees to keep confidential and not to disclose to any person or entity, other than COLLINS' employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data or information not previously known to or generated by COLLINS or furnished to COLLINS and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict COLLINS from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for COLLINS to defend itself from any legal action or claim. CLIENT agrees that COLLINS may use and publish CLIENT's name and a general description of COLLINS' services with respect to the project in describing COLLINS' experience and qualifications to others.

Copyrights and Patents

COLLINS shall indemnify, and hold harmless CLIENT from, damages, expenses (including reasonable attorneys' fees and costs), losses, and liabilities to the extent that any services furnished by COLLINS infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by COLLINS are instruments of service with respect to the project, and COLLINS shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

COLLINS shall grant, upon full payment to COLLINS for services rendered, to CLIENT a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by COLLINS for CLIENT. CLIENT may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by CLIENT, or others, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by COLLINS, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk, and CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and defend, indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the project or for any other project by COLLINS shall entitle COLLINS to additional compensation to be agreed upon by CLIENT and COLLINS.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by COLLINS. Text, data, or graphics files in electronic media format are furnished solely for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Electronic files including images, video, and miscellaneous geospatial data collected may include information on the condition or configuration of assets. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS undertakes no responsibility to, and will not, analyze or review any information or data (including electronic files) with respect to condition, defects, or deficiencies. Data that is collected may be post processed into digital models, maps and other deliverables that may contain artifacts, noise, or geospatial discrepancies that may not reflect the exact condition, location or dimensions of the asset at the time of data collection. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY INFORMATION OR DATA SUPPLIED, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; OR (B) representations as to the accuracy or the alternative use of these models for any purpose including, but not limited to, the work to be completed by collins in this agreement or the scope of work

Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, COLLINS reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product.

When transferring documents in electronic media format, neither CLIENT nor COLLINS makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the documents' creation.

ARTICLE 8 – INSURANCE

COLLINS shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$2,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation & Employer's Liability - Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than \$1,000,000 per accident/\$500,000 per disease/\$1,000,000 disease policy aggregate, including if applicable, U.S. Longshoreman & Harbor Workers coverage.

Professional Liability - \$2,000,000 per claim/\$2,000,000 annual aggregate for professional errors and omissions and including Contractors Pollution Liability coverage.

If required by contract with CLIENT, COLLINS shall name CLIENT as an additional insured on its Commercial General Liability policy.

If requested in writing by CLIENT, COLLINS shall deliver to CLIENT certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of COLLINS' services.

CLIENT shall cause COLLINS and its subcontractors to be listed as additional insured's on any Commercial General Liability insurance carried by CLIENT that is applicable to the project.

CLIENT shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability insurance, with limits no less than set forth above, and to cause COLLINS and its subconsultants to be listed as additional insureds on that Commercial General Liability insurance. CLIENT shall require the project owner to include the substance of this paragraph in the prime construction contract.

ARTICLE 9 – HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

CLIENT has disclosed to COLLINS all data known to CLIENT concerning known or suspected hazardous environmental conditions, including but not limited to the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials," if any, located at or near the project site, including its type, quantity, and location, or has represented to COLLINS that, to the best of CLIENT's knowledge, no hazardous environmental conditions exist at or near the project site.

The scope of COLLINS' services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

ARTICLE 10 - ALLOCATION OF RISK

Indemnification of CLIENT

COLLINS agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, and employees (collectively, CLIENT) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by COLLINS' negligent acts or omissions under this Agreement and that of anyone for whom COLLINS is legally liable. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Indemnification of COLLINS

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless COLLINS, its officers, directors, employees and subconsultants (collectively, COLLINS) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by CLIENT's negligent acts or omissions in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable. It is the intent of CLIENT to indemnify COLLINS against whatever percentage of the above described losses are attributable to parties (including CLIENT) other than COLLINS.

ARTICLE 11 – AGREED REMEDY

To the fullest extent permitted by law, the total liability, in aggregate of COLLINS and COLLINS' officers, directors, employees, agents, and consultants to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to COLLINS' services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to strict negligence, strict liability, breach of contract or warranty, shall not exceed COLLINS' total fee received under this Agreement. The CLIENT agrees to bring any claims against COLLINS, not any individual owners, directors or employees of COLLINS. **If CLIENT is unwilling or unable to agree to this remedy, we will negotiate this provision and its associated impact on our approach, scope of work, schedule, and fee, with CLIENT. You must notify COLLINS in writing before we commence our work or your intention to negotiate this provision and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that the agreed remedy stands as set forth above.**

Consequential Damages

Neither CLIENT nor COLLINS shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

ARTICLE 12 – MISCELLANEOUS

Termination

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. COLLINS shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due COLLINS, CLIENT shall be entitled to copies of COLLINS' files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Third Parties

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither CLIENT nor COLLINS may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement, and such consent will not be unreasonably withheld.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or COLLINS. COLLINS' services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against COLLINS because of this Agreement or COLLINS' performance of services hereunder.

Governing Law

The laws of the State of Wisconsin shall exclusively govern the validity, interpretation and performance of this Agreement.

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of COLLINS' services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of COLLINS' services under this Agreement.

Invalid Terms

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation

The CLIENT and COLLINS agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all exhibits hereto, are incorporated by reference into each other, and supersedes all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

END OF STANDARD GENERAL TERMS AND CONDITIONS

EXHIBIT B
COMPENSATION

CLIENT agrees to compensate COLLINS as follows:

LUMP SUM

CLIENT shall pay COLLINS for Services set forth in EXHIBIT A, a Lump Sum amount of \$41,688.40.

The Lump Sum includes compensation for all COLLINS' services included in EXHIBIT A and incorporates COLLINS' labor, overhead, profit, Reimbursable Expenses and COLLINS' outside services, if any.

The portion of the Lump Sum amount billed for COLLINS' services will be based upon COLLINS' estimate of the proportion of the overall services actually completed during the billing period to the total Lump Sum.

Department of Public Works – Engineering Division

MEMO

TO: Municipal Services Committee

FROM: Danielle Block, Director of Public Works
Pete Neuberger, City Engineer

DATE: January 3, 2024

RE: Amendment No. 1 the Three-Party Engineering Design Services Contract between the City of Appleton, Wisconsin DOT and Ayres Associates Inc. for the design of Lawe Street (College Avenue to Wisconsin Avenue) by an amount not to exceed \$33,451.95.

The Department of Public Works has received notice from WisDOT to approve a Lawe Street design contract amendment for the inclusion of storm sewer design. The proposed contract amendment will provide for design integration of the corresponding infrastructure with the ongoing pavement design. The inclusion of the storm sewer design and construction was at the request of the City. These costs are eligible for both design and construction related cost share at 80% Federal/State and 20% Local, limited to the overall Federal/State funding cap of \$364,907 for design and \$2,454,193 for construction.

Therefore, DPW recommends approval to amend the design contract for Lawe Street Reconstruction with Ayres Associates by an amount not to exceed \$33,451.95, for a new not-to-exceed total contract amount of \$473,386.33.

AMENDMENT NO. 1 TO THE CONTRACT
BETWEEN CITY OF APPLETON (MUNICIPALITY),
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND AYRES ASSOCIATES INC (CONSULTANT) FOR

Project ID 4984-24-74
C Appleton, Lawe Street
College Avenue to Wisconsin Ave
Local Street, Outagamie County

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated June 20, 2023 is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

As requested by the MUNICIPALITY, the CONSULTANT will complete all storm sewer design.

For topographic survey, environmental analysis and documentation, design reports, utility and agency coordination, preliminary and final roadway design and PS&E documents, actual costs to the CONSULTANT up to \$398,255.52 (**Increase of 31,359.59**), plus a fixed fee of \$26,086.82 (**Increase of \$2,092.36**), not to exceed \$424,342.34 (**Increase of \$33,451.95**).

For subsurface investigation subcontracted to ECS Midwest, LLC, the CONSULTANT'S actual cost to ECS Midwest, LLC not to exceed \$6,951.00 (**no change**).

For Archaeological and Historical investigations subcontracted to UWM Cultural Resource Management, the CONSULTANT'S actual cost to UWM Cultural Resource Management not to exceed \$32,912.99 (**no change**).

For title searches subcontracted to Dominion Title & Exchange Services, the CONSULTANT'S actual cost to Dominion Title & Exchange Services not to exceed \$9,180.00 (**no change**).

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$473,386.33 (**Increase of \$33,451.95**).

The DEPARTMENT REPRESENTATIVE is: Michael Cohen, PE; NE Region Project Manager; 944 Vanderperren Way, Green Bay, WI 54304; Michael.Cohen@dot.wi.gov; (920) 360-1476.

The MUNICIPALITY REPRESENTATIVE is: Mark A Lahay, PE; Assistant City Engineer; 100 N Appleton Street, Appleton, WI 54911; Mark.Lahay@Appleton.org; (920) 832-6486.

The CONSULTANT REPRESENTATIVE is: Troy Robillard, PE; Project Manager; 3376 Packerland Drive; Ashwaubenon, WI 54115; RobillardT@AyresAssociates.com; (920) 498-1200.

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

DocuSigned by:
By: TROY ROBILLARD
D31FB2948D93473...

Title: Project Manager _____

Date: 22 December 2023

For the DEPARTMENT

By: _____

Title: _____

Date: _____

For the MUNICIPALITY

By: _____

Title: Director of Public works

Date: _____

Project ID 4984-24-74, Amendment #1
C Appleton, Lawe Street
College Avenue to Wisconsin Avenue
Local Street, Outagamie County

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

SCOPE OF SERVICES

I. ROAD PLANS shall be amended with the following:

- (1) The CONSULTANT will design storm sewer main, as well as storm sewer plans for storm sewer main, inlets/leads/laterals along the project corridor. The storm sewer main will be replaced as part of roadway construction.

Certificate Of Completion

Envelope Id: C3253B2281B447E7AE11DF54462E437E	Status: Sent
Subject: Complete with DocuSign: 49842474-1400045926-202401-CA1.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Brenda Veeseer
Time Zone: (UTC-06:00) Central Time (US & Canada)	4822 Madison Yards Way
	Madison, WI 53705
	brenda.veeser@dot.wi.gov
	IP Address: 98.97.13.30


Record Tracking

Status: Original	Holder: Brenda Veeseer	Location: DocuSign
12/19/2023 8:57:43 AM	brenda.veeser@dot.wi.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Wisconsin Department of Transportation	Location: DocuSign

Signer Events

TROY ROBILLARD
 robillardt@ayresassociates.com
 Transportation Manager
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 D31FB2948D93473...
 Signature Adoption: Pre-selected Style
 Using IP Address: 184.105.30.18

Timestamp

Sent: 12/19/2023 9:00:57 AM
 Viewed: 12/22/2023 8:16:43 AM
 Signed: 12/22/2023 8:16:54 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/9/2020 8:11:26 PM
 ID: b00d544f-cbaa-485e-bd66-e5ba57259e13

Danielle Block
 danielle.block@appleton.org
 Director of Public Works
 Security Level: Email, Account Authentication (None)

Sent: 12/22/2023 8:16:55 AM
 Viewed: 1/2/2024 11:59:14 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/2/2024 11:59:14 AM
 ID: 2cc0f39a-98fe-4646-a12b-371d689e922d

Andy Fulcer
 Andrew.fulcer@dot.wi.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/19/2023 9:00:57 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.esse@dot.wi.gov

To advise Wisconsin Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at david.esse@dot.wi.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.esse@dot.wi.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to david.esse@dot.wi.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Department of Transportation during the course of my relationship with you.



"...meeting community needs...enhancing quality of life."

DEPARTMENT OF PUBLIC WORKS

Engineering Division
100 North Appleton Street
Appleton, WI 54911
TEL (920) 832-6474
FAX (920) 832-6489

MEMO

TO: Municipal Services Committee

FROM: Pete Neuberger, Deputy Director of Public Works

SUBJECT: Award Single-Source Design and Construction-Related Services Contract with Desman Design Management for 2024 Repair and Maintenance Program for the Red, Yellow, and Green Parking Ramps in an Amount Not to Exceed \$68,200.

DATE: January 2, 2024

In February of 2021, the Common Council authorized a sole source professional services agreement with Desman Design Management ("Desman") for planning, design and administrative services related to the structural maintenance of the City's public parking ramps. This agreement was authorized for a five-year period, subject to continued satisfactory performance by Desman.

In 2022, Desman completed a comprehensive update to their original 2019 structural condition analysis of all three of the City's parking ramps. The update included detailed descriptions of the structural condition of each ramp as well as general recommendations for short and long-term maintenance and repair needs. Accordingly, DPW developed a five-year Capital Improvement Plan to pursue recommended maintenance.

Per single-source contract authorizations provided at the April 10, 2023, Municipal Services Committee and April 19, 2023, Common Council meetings, DPW contracted with Desman to complete plans and specifications for 2023 repairs in City parking ramps. Throughout 2023, Desman provided these services to the satisfaction of DPW staff.

The 2024 Parking Utility budget includes \$70,000 for ramp structural repairs consulting services. Based on the 2022 Desman structural condition analysis and subsequent observations and discussions with DPW and Desman staff, DPW solicited a single-source proposal from Desman to provide consulting services for an estimated \$1.2M of 2024 ramp structural repairs and preventive maintenance work.

Desman has provided DPW a proposal for design and construction-related services for 2024 structural repair and maintenance activities in the Red, Yellow, and Green Parking Ramps. Desman's proposed fee for these services is \$68,200.

Desman Ramp Repairs

January 2, 2024

-Page 2-

Therefore, DPW is requesting authorization to award the single-source design and construction-related services contract with Desman Design Management for 2024 Repair and Maintenance Program for the Red, Yellow, and Green Parking Ramps in an amount not to exceed \$68,200.

Department of Public Works Inspections Division

Permit Summary Count YTD Comparison

01/01/23 Thru 12/31/23

Report Date: 1/3/2024



Permit Type	Year Issued	Permit Count	Total Estimated Cost	Total Receipt Amount
BUILDING	2022	1,112	146,975,755	533,095.69
	2023	1,127	182,429,107	612,097.39
		1.35 %	24.12 %	14.82 %
DISPLAY SIGN	2022	149	1,275,066	6,040.00
	2023	148	1,310,494	6,068.00
		-0.67 %	2.78 %	0.46 %
ELECTRICAL	2022	881	14,837,483	139,016.36
	2023	857	19,738,924	147,856.44
		-2.72 %	33.03 %	6.36 %
EROSION CNTL	2022	45		5,900.00
	2023	18		2,650.00
		-60.00 %	%	-55.08 %
HEATING	2022	1,015	14,831,655	93,648.64
	2023	957	24,642,366	100,337.14
		-5.71 %	66.15 %	7.14 %
PLAN REVIEW	2022	109		36,730.00
	2023	92		35,810.00
		-15.60 %	%	-2.50 %
PLUMBING	2022	833	8,461,825	49,284.00
	2023	705	12,011,812	45,628.40
		-15.37 %	41.95 %	-7.42 %
SEWER	2022	332	3,407,316	35,754.00
	2023	414	13,425,196	34,624.00
		24.70 %	294.01 %	-3.16 %
WELL	2022	2		80.00
	2023	19		760.00
		850.00 %	%	850.00 %

Department of Public Works Inspections Division

Permit Summary Count YTD Comparison

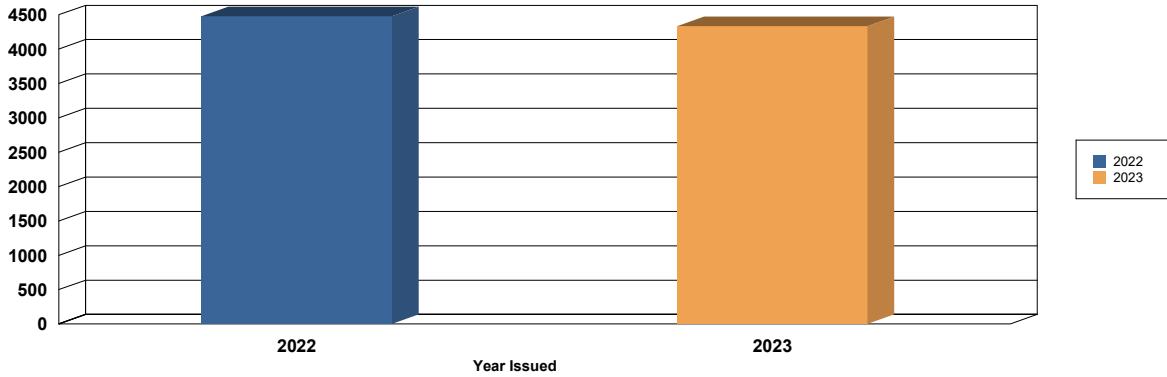
01/01/23 Thru 12/31/23

Report Date: 1/3/2024

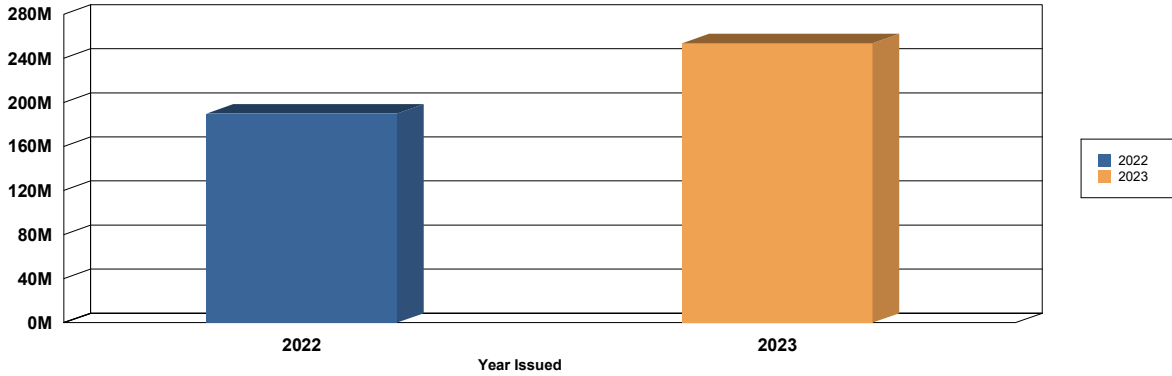


	2022	2023
Permits	4478	4337
Estimated Cost	189,789,100.00	253,557,899.00
Receipt Amount	899,548.69	985,831.37

Number of Permits



Estimated Cost



Receipt Amount

