



BOARD OF PUBLIC WORKS COMMITTEE MEETING AGENDA

A Board of Public Works Committee Meeting is scheduled for Tuesday, July 20, 2021, at 4:30 p.m., within the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue.

1. Call the meeting to order.
2. Roll call.
3. Approve minutes of the 6/15/2021 regular meeting and 6/15/2021 Special Meeting.
4. Discussion and possible recommendation to the Common Council regarding refuse truck purchase/lease (forwarded from Finance Committee).
5. Discussion and possible recommendation to the Common Council regarding Professional Services Agreement from Robert E. Lee to perform Illicit Discharge Detection & Elimination field screening and summary report.
6. Pay Request No. 2 in the amount of \$307,159.39, and Change Order No. 1 in the amount of +\$7,503.75, to Barley Trucking and Excavating, Inc. for the Colfax Street Reconstruction Project, No. 2021-200.
7. Topics for the next meeting.
8. Adjournment.

Kex Keller

Board of Public Works President

A possible quorum of Common Council members may be present at this meeting.

Requests from individuals with disabilities who need special accommodations to participate in this meeting or hearing should be made to the City Clerk's Office at 1-715-732-5140 with as much advance notice prior to the meeting as possible.

1. 1st Ward Alderperson Ken Keller, Board President, called the regular Marinette Board of Public Works Meeting to order at 04:00 P.M. in the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue, Marinette, WI.
2. **Upon a call of the roll** it was determined a quorum of the Board were present and attendance was documented as follows:
MEMBERS PRESENT: Alderpersons Keller, Flatt, Skorik (@4:06), Polzin and Oitzinger, Mayor Genisot, Public Works Director/City Engineer Miller, Finance Director/City Treasurer Miller & City Attorney Gagan (via phone).
ABSENT & EXCUSED: None
OTHERS PRESENT: Judge Noppenberg, Alderperson Kowalski & Mikutowski, Public Works Superintendent Carlson, Peter Kolaszewski, Melissa Ebsch, John Liesveld, Lynette Brosig, Frank & Kathy Korchak.
3. **Board of Public Works meeting minutes.**
Alderperson Oitzinger moved/ Polzin seconded, and all concurred, to approve, as submitted, the Board of Public Works regular meeting minutes from 5/18/21 and Special from 6/01/21.
4. **Update on possible grants to mitigate flooding in the city.**
The committee discussed what type of grants could be used for flooding issues in the City. Alderperson Oitzinger stated there has been significant Shore Line Erosion on Stephenson Island and some streets in Menekaunee. Mayor Genisot stated no grants have been pursued at this time primarily for Stephenson Island or flooding. Oitzinger stated he would be willing to research what grants are available at this time, Oitzinger will direct any grant opportunities to the Mayor.
5. **Discussion regarding a schedule for design, bidding, and construction of street projects.**
Alderperson Oitzinger requested item for agenda and was concerned about Bird St, Hills Ct, Leonard St and Bayview St, the request is included with #8. Regarding construction of street projects, Public Works Director/City Engineer Miller explained the process for the street projects.
6. **Discussion identification of future road projects in 2021 and 2022.**
Public Works Director/City Engineer Miller distributed a spreadsheet that listed possible future Local Street Reconstruction Projects for 2021 and 2022. The 2021 projects consist of 12 proposed areas for a double chip seal over pulverized existing road surface. The 2022 schedule may take quite a few years to complete the 20 listed street projects. Miller stated two highlighted projects, Water Street from 6th street to Main St and Edwin Street from Shore to Pierce Ave are planned projects for 2022.
7. **Discussion and possible action regarding Professional Service Agreement from AYRES Associates for projects funded by the EDA and TEA Grants.**
Public Works Director/City Engineer Miller distributed the agreement with Ayres Associates. Mayor Genisot stated the agreement is the final version after revisions were made and reviewed by the City Attorney. The agreement covers the cost of the administration, design, bidding and construction phase which is covered from the TEA grant awarded to the city all except for the grant administration of \$25,000 for the TEA portion. This is the first time that a federal and a state grant has been awarded at the same time for the same project in the amount of \$4,800,000.00 Peter Kolaszewski, Ayres Associates Project Manager was present to answer any questions regarding the Professional Service Agreement for projects funded by the EDA and TEA Grants. Kolaszewski stated the agreement is for professional services relating to design and reconstruction of Main Street, Wells Street, Ludington Street, and Ely Street Garage Parking Lot public work projects, including grant administration. Finance Director/City Treasurer Miller moved/ Alderperson Polzin seconded and all concurred to recommend the Common Council approve the Professional Service Agreement for projects funded by the EDA and TEA.
8. **Discussion and possible recommendation to the Common Council regarding Agreement from Marinette County regarding Street Improvements in Menekaunee.**
Public Works Director/City Engineer Miller distributed an agreement with Marinette County for street improvements that included 12 City streets to be Pulverized/Seal prep with gravel hauling in the

amount of \$26,261.00 and a scope for double chip seal for 12 city streets in the amount of \$35,467.87 for a total of \$61,728.87. The funds are available in the carried over Capital Outlay funds from 2020. Alderperson Oitzinger questioned why a permanent resolution for Bird Street and Leonard St, was not a proposal as it was earlier discussed, he stated both of the streets need to be widened for boat trailers coming into Red Arrow park and walking or biking on the shoulder. Public Works Director/City Engineer Miller stated this approach is to stabilize and make the streets more drivable. Miller stated this is an investment in the streets and to go through the process and then tear it up and pave it would be a waste of money. Miller stated to asphalt the two streets would have to include many components which would include the DNR for permitting, Water Utilities, Wisconsin Public Service and the owner's permission for land acquisition to widen the roads which could take a few years. Alderperson Polzin stated the proposed agreement has a 4-5-year life span and is cost effective and gives the city the opportunity to do more streets than just two. Alderperson Skorik stated the project presented is the proper approach and addressed the streets that need attention now and get a plan for future needs for the permanent fix for Leonard and Bird Streets. Alderperson Polzin moved/ Skorik seconded and all concurred (Oitzinger nay) to recommend the Common Council approve the agreement as presented with Marinette County for an agreement that includes 12 streets in the amount of \$61,728.87.

9. **Bid Results for Sanitary Sewer Replacement Main Street - Merryman Street Alley, Project No. 2021-600.** Bid results were included in today's packet. The results reflect four (4) bidders responded to the request for proposals and the low bid totaling \$308,073.43 was submitted from DeGroot, Inc., 4201 Champion Rd, Green Bay WI 54311. Alderperson Skorik moved/ Finance Director/City Treasurer Miller seconded and all concurred to recommend the Common Council approve the low bid from DeGroot, Inc., 4201 Champion Rd, Green Bay WI 54311 in the amount of \$308,073.43.

10. **Topics for next meeting.**
None requested

11. **Adjournment.**
Alderperson Skorik moved/ Finance Director/City Treasurer Miller seconded & all concurred, to adjourn at 05:00 PM.

Lana R. Bero, City Clerk

(Next regular Board of Public Works meeting is 07/20/21 @ 04:30 PM or immediately following Finance & Insurance Committee, whichever's later, within Common Council Chambers, 1905 Hall Ave., Marinette Wisconsin.)

CITY OF MARINETTE COMMON COUNCIL SPECIAL MEETING PROCEEDINGS FROM JUNE 15, 2021

- 1. Mayor Genisot called the Special Common Council meeting to order at 05:36 PM in the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue.
- 2. **Upon a call of the roll** it was determined a quorum of Common Council members were present and the following attendance was recorded:
Alderspersons Present: 1st Ward – Ken Keller; 2nd Ward – Jeffrey Skorik; 3rd Ward – Doug Oitzinger (via go to meeting); 5th Ward – Wally Hitt; 6th Ward – Peter Noppenberg; 7th Ward – Rick Polzin; 8th Ward – Jason Flatt and At-Large Seat (Citywide) – Dorothy Kowalski.
Alderspersons absent: 4th Ward – Dave Anderson & 6th Ward – Debbie Klegin
Others present: City Attorney Gagan; Finance Director/City Treasurer Miller; City Engineer/Director of Public Works Miller; Fire Chief Heckel; Superintendent of Public Works Carlson; Lynette Brosig; Melissa Ebsch & John Liesveld.

CITIZEN COMMENTS

None

NEW BUSINESS

- 3. **DISCUSSION AND POSSIBLE ACTION REGARDING ACCEPTANCE OF EDA GRANT (SEE ATTACHED).**
 Aldersperson Oitzinger moved/ Skorik seconded and upon a call of the roll motion passed by a vote of 7 ayes to 0 nays to accept the Economic Development Administration (EDA) Grant in the amount of \$3,895,200 for Downtown Area Roadway and Utility Improvements.

BOARD OF PUBLIC WORKS

- 4. **CONSIDERATION OF RECOMMENDATION REGARDING PROFESSIONAL SERVICE AGREEMENT FROM AYRES ASSOCIATES FOR PROJECTS FUNDED BY THE EDA AND TEA GRANTS.**
 City Engineer/Director of Public Works Miller distributed a Professional Service Agreement between the City of Marinette and Ayres Associates for projects funded by the EDA and TEA Grants. Aldersperson Oitzinger moved/ Mikutowski seconded and upon a call of the roll **motion carried** by a vote of 7 ayes to 0 nays to **approve** as presented the Professional Service Agreement from Ayres Associates for projects funded by the EDA and TEA Grants.
- 5. **CONSIDERATION OF RECOMMENDATION REGARDING AGREEMENT FROM MARINETTE COUNTY REGARDING STREET IMPROVEMENTS IN MENEKAUNEE.**
 Aldersperson Kowalski moved/ Polzin seconded and upon a call of the roll **motion carried** by a vote of 6 ayes to 1 nay (Oitzinger) to **approve** the presented agreement with Marinette County for street improvements in Menekaunee in the amount of \$61,728.87.
- 6. **CONSIDERATION OF RECOMMENDATION REGARDING BID RESULTS FOR SANITARY SEWER REPLACEMENT MAIN STREET – MERRYMAN STREET ALLEY, PROJECT NO. 2021-600.**
 Aldersperson Keller moved/ Kowalski seconded and upon a call of the roll **motion carried** by a vote of 7 ayes to 0 nays to **approve** the low bid from DeGroot, Inc., 4201 Champion Rd, Green Bay WI 54311, in the amount of \$308, 073.43 for Sanitary Sewer Replacement Main Street – Merryman Street Alley, Project No. 2021-600.

FINANCE & INSURANCE COMMITTEE

- 7. **CONSIDERATION AND POSSIBLE ACTION REGARDING ROAD PROJECTS FORWARDED FROM PUBLIC WORKS MEETING.**
 Alderspersons Polzin moved/Kowalski seconded and upon a call of the roll **motion carried** by a vote of 7 ayes to 0 nays to approve the agreement with Marinette County in the amount of \$61,728.87 from Capital Outlay funds from 2020. for road improvements forwarded from the Board of Public Works.

Cc: Eagle Herald, Common Council Members, Mayor, Department Heads and Clerks file.

8. **CONSIDERATION OF RECOMMENDATION REGARDING TO PLACE BOAT FOR SALE (BOAT WAS PURCHASED FROM COUNTY).**

Aldersperson Skorik moved/ Kowalski seconded and upon a call of the roll **motion carried** by a vote of 7 ayes to 0 nays to **approve** placing the boat on the Wisconsin Surplus Auction site with all proceeds going towards the Water Rescue Boat.

9. **ADJOURNMENT:** Alderspersons Kowalski moved/Polzin seconded and all concurred, to adjourn at 06:00 PM.

Lana R. Bero, City Clerk



July 13, 2021

Mr. Brian R. Miller, P.E., City Engineer
 CITY OF MARINETTE
 1905 Hall Avenue
 Marinette, WI 54143

RE: Proposal to Assist the City of Marinette with its Illicit Discharge Detection & Elimination (IDDE) program in 2021.

Dear Mr. Miller:

Robert E. Lee & Associates, Inc. (REL) is pleased to provide this proposal for assistance with the City of Marinette with its Illicit Discharge Detection & Elimination (IDDE) program in 2021. The City of Marinette received a new WPDES Municipal Separate Storm Sewer System (MS4) General Permit WI- S050075-3 from the Wisconsin Department of Natural Resources (WDNR) in 2019. The new MS4 Permit requires the City to implement a municipal storm water program that manages urban non-point source pollution, including illicit discharges.

SCOPE OF SERVICES

REL agrees to provide the following Scope of Services for this project:

IDDE Field Screening Set Up

- Determine number and location of outfalls to be screened in 2021.
- Set up an electronic "Outfall Field Screening Worksheet" for new outfalls, if any.
- Update outfall data table and develop GIS attributes that can be linked to a future City GIS map.

IDDE On-Going Field Screening

- Conduct on-going field screening for major outfalls (Number to be determined).
- Conduct on-going field screening minor outfalls (Number to be determined).
- Conduct on-going field screening for outfalls that required annual resampling (Number to be determined).
- Conduct field screening of any new outfalls added to the MS4 Program.
- Document field observations, GPS coordinates, flow measurements, physical indicators, flow indicators, and onsite chemical test results using an "Outfall Field Screening Worksheet" and photographs. If flow is observed at an outfall, a chemical analysis will be

July 13, 2021
Mr. Brian R. Miller, P.E., City Engineer
CITY OF MARINETTE
Page 2

conducted in the field to determine the presence of non-storm water discharges or illicit dumping. Recommend laboratory testing of an outfall sample to the City, if appropriate. Identify potential parameters to be laboratory tested. The City will decide if a sample will be sent to a laboratory facility for additional parameter testing.

- Contact the City if an illicit discharge is found during the field screening. If an illicit discharge is found during the field screening, REL can assist the City with tracking and investigating the source of the discharge. These additional services will be provided as-needed and on a time-and-expense basis, if requested by the City. The work involved for tracking discharges may vary greatly depending on the specific circumstances. Methods that can be used to track the discharges include drainage area investigations, visual manhole inspections, on-site investigations, etc.
- Compile field screening results and photographs. Download data and photographs from the Tablet PC into a database and generate hard copies of "Outfall Field Screening Worksheets."

IDDE Summary Report

- Review and analyze results of 2021 field screening.
- Identify outfalls that will be evaluated on an on-going basis and the field screening frequency for each outfall.
- Submit on-going field screening results to City. Respond to questions.
- Provide project updates to City Staff, as needed.

PROJECT COST

REL will furnish or arrange for all necessary technical staff, labor, equipment, and material to complete the scope of work described above per our attached rate sheet. The project will be billed on a time-and-expense basis.

- IDDE Field Screening Set Up (*Lump Sum*) \$2,500
- IDDE On-Going Field Screening *\$ 80 *per outfall estimate*
- IDDE Summary Report (*Lump Sum*) \$1,000

**Sending samples to a laboratory for additional testing is excluded from the cost. Laboratory costs are to be invoiced on a time-and-expense basis.*

PROBABLE SCHEDULE

If the enclosed contract is acceptable, we ask that a copy of the agreement page be signed and returned to our office as authorization to proceed. We anticipate that the scope of work can be completed by December 31, 2021.


5

July 13, 2021
Mr. Brian R. Miller, P.E., City Engineer
CITY OF MARINETTE
Page 3

We appreciate your time reviewing our proposal. If you have any questions or need additional information, please contact us at 920-662-9641. We are also happy to visit with the City to further discuss REL's ability and approach as you select the best partner to help move this project forward.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager



Bruce D. Meissner, P.G., V.P.
Environmental Compliance Manager

JGS/BDM/NJM

ENC.



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services
1250 Centennial Centre Boulevard • Hobart, WI 54155 • 920-662-9641 • www.releinc.com

AGREEMENT FOR ENGINEERING SERVICES

DATE: July 13, 2021
CLIENT: Mr. Brian R. Miller, P.E., City Engineer
CITY OF MARINETTE
1905 Hall Avenue
Marinette, WI 54143

Robert E. Lee & Associates, Inc. is hereby authorized to proceed with the scope of services subject to the Standard Terms and Conditions, both of which are attached:

Proposal to Assist the City of Marinette with its Illicit Discharge Detection & Elimination (IDDE) program in 2021. Field Screening completed on a Time-and-Expense per attached rate sheet

Project Cost

REL will furnish or arrange for all necessary technical staff, labor, equipment, and material to complete the scope of work described above per our attached rate sheet. The project will be billed on a time-and-expense basis.

- IDDE Field Screening Set Up (*Lump Sum*) \$2,500
- IDDE On-Going Field Screening *\$ 80 *per outfall estimate*
- IDDE Summary Report (*Lump Sum*) \$1,000

**Sending samples to a laboratory for additional testing is excluded from the cost. Laboratory costs are to be invoiced on a time-and-expense basis.*


Compensation for the services described in the attached proposal will be on a time and expense contract. Please note that we issue monthly progress billings for the work performed during that month. Payment is expected within 30 days after the invoice date. Interest of 1.5% per month (equivalent to 18% per annum) will be computed monthly on the portion of the balance that is over 30 days past due.

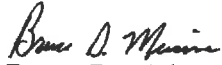
If acceptable, please sign in the space provided, and return one complete copy for our files.

If there are any questions, please call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.


Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager


Bruce D. Meissner, P.G., V.P.
Environmental Compliance Manager

ACCEPTED FOR THE CITY OF MARINETTE

Signature

Print Name

Date

ROBERT E. LEE & ASSOCIATES, INC.

STANDARD TERMS AND CONDITIONS

I. SCOPE

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee time spent working directly on subject project.
3. General and administrative overhead charges distributed on basis of employee time spent working directly on subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.

3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.
4. Living and traveling expenses of employees when away from home office on business connected with the project.
5. Subcontracted services.

III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

V. SUSPENSION OF WORK

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Robert E. Lee & Associates, Inc. shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

VII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006

**2021 Labor Rates
Robert E. Lee & Associates, Inc.**

Staff Type	Billing Schedule	Staff Type	Billing Schedule
CAD TECHNICIAN I	\$ 74.00	GEOLOGIST II	\$ 100.00
CAD TECHNICIAN II	\$ 88.00	GEOLOGIST III	\$ 112.00
CAD TECHNICIAN INTERN	\$ 42.00	GEOLOGIST IV	\$ 136.00
CIVIL ENGINEERING MANAGER	\$ 167.00	GIS SPECIALIST I	\$ 85.00
CLERICAL I	\$ 53.00	GIS SPECIALIST II	\$ 96.00
CLERICAL II	\$ 62.00	GIS TECHNICIAN	\$ 68.00
CLERICAL MANAGER	\$ 89.00	LAND USE PLANNER I	\$ 88.00
COMMUNITY PLANNER	\$ 104.00	LAND USE PLANNER II	\$ 119.00
CONSTRUCTION MANAGER	\$ 167.00	NATURAL RESOURCES SCIENTIST I	\$ 67.00
DESIGN MANAGER	\$ 149.00	NATURAL RESOURCES SCIENTIST II	\$ 82.00
DESIGNER I	\$ 111.00	NATURAL RESOURCES SCIENTIST III	\$ 97.00
DESIGNER II	\$ 118.00	NATURAL RESOURCES SCIENTIST IV	\$ 122.00
ENGINEER I	\$ 99.00	NATURAL RESOURCES TECHNICIAN I	\$ 40.00
ENGINEER II	\$ 111.00	NATURAL RESOURCES TECHNICIAN II	\$ 45.00
ENGINEER III	\$ 135.00	NATURAL RESOURCES TECHNICIAN III	\$ 65.00
ENGINEER IV	\$ 151.00	NES DIVISION MANAGER	\$ 122.00
ENGINEERING ASSISTANT	\$ 61.00	PROJECT COORDINATOR	\$ 81.00
ENGINEERING DIRECTOR	\$ 174.00	SENIOR CONSULTANT	\$ 157.00
ENGINEERING TECHNICIAN I	\$ 79.00	SENIOR GIS SPECIALIST	\$ 126.00
ENGINEERING TECHNICIAN II	\$ 93.00	SENIOR TRANSPORTATION CONSULTANT	\$ 124.00
ENGINEERING TECHNICIAN III	\$ 118.00	SOLID WASTE MANAGER	\$ 167.00
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 146.00	SURVEY INTERN	\$ 54.00
ENVIRONMENTAL SCIENTIST I	\$ 90.00	SURVEY MANAGER	\$ 127.00
ENVIRONMENTAL SCIENTIST II	\$ 103.00	SURVEYOR TECHNICIAN I	\$ 71.00
ENVIRONMENTAL SCIENTIST III	\$ 113.00	SURVEYOR TECHNICIAN II	\$ 82.00
ENVIRONMENTAL SERVICES MANAGER	\$ 167.00	SURVEYOR TECHNICIAN III	\$ 94.00
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 48.00	SURVEYOR PROFESSIONAL I	\$ 88.00
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 66.00	SURVEYOR PROFESSIONAL II	\$ 96.00
ENVIRONMENTAL TECHNICIAN I	\$ 69.00	SURVEYOR PROFESSIONAL III	\$ 103.00
ENVIRONMENTAL TECHNICIAN II	\$ 79.00	TECHNICAL SERVICES DIRECTOR	\$ 161.00
ENVIRONMENTAL TECHNICIAN III	\$ 96.00	TRANSPORTATION MANAGER	\$ 167.00
EROSION CONTROL/RESTORATION CREW LEADER	\$ 88.00	WATER & WASTEWATER FACILITIES OPERATOR	\$ 92.00
EROSION CONTROL/RESTORATION TECHNICIAN I	\$ 48.00	WATER & WASTEWATER MANAGER	\$ 167.00
EROSION CONTROL/RESTORATION TECHNICIAN II	\$ 75.00	WATER & WASTEWATER OPERATOR TRAINER	\$ 103.00
EROSION CONTROL/RESTORATION TECHNICIAN III	\$ 82.00	WWTP FACILITIES OPERATOR ASSISTANT	\$ 52.00
GEOLOGIST I	\$ 87.00	LANDSCAPE ARCHITECT	\$ 110.00

CONTRACTOR: BARLEY TRUCKING AND EXCAVATING, INC.

PAYMENT NO.: 2ND & PARTIAL

OWNER: CITY OF MARINETTE

DATE: JULY 12, 2021

DESCRIPTION OF JOB: STREET AND UTILITY CONSTRUCTION FOR COLFAX STREET (PROJECT NO. 2021-200)

AMOUNT	TOTAL TO DATE
AMOUNT EARNED	\$ 356,225.83
AMOUNT RETAINED	\$ 8,905.65
PREVIOUS PAYMENTS	\$ 40,160.79
AMOUNT DUE	\$ 307,159.39

ESTIMATED PERCENTAGE OF JOB COMPLETED: 74%

IS CONTRACTOR'S CONSTRUCTION PROGRESS ON SCHEDULE YES NO

I HEREBY CERTIFY THAT I HAVE CAREFULLY INSPECTED THE WORK AND AS A RESULT OF MY INSPECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE QUANTITIES SHOWN IN THIS ESTIMATE ARE CORRECT AND HAVE NOT BEEN SHOWN IN PREVIOUS ESTIMATES AND THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

OWNER: BY: Brian R. Miller
BRIAN R. MILLER 7.14.2021

CONTRACTOR: BARLEY EXCAVATING, INC.

DIRECTOR OF PUBLIC WORKS
(TITLE)

(SIGNATURE)

(TITLE)

6

CONTRACT CHANGE ORDER NO. 1

DATE: JULY 12, 2021
 OWNER: CITY OF MARINETTE
 PROJECT: STREET AND UTILITY CONSTRUCTION FOR COLFAX STREET
 PROJECT NO.: (2021-200)
 CONTRACTOR: BARLEY TRUCKING AND EXCAVATING, INC.

REASON FOR CHANGE ORDER: Water utility wanted to add a valve and wanted to offset and lower the 12" watermain in the Thomas-Colfax intersection.

CONTRACT AMOUNT

ORIGINAL CONTRACT AWARD:	\$ 478,609.27
PREVIOUS CHANGE ORDERS:	\$ 0
THIS CHANGE ORDER : <u>ADD</u>	\$ 7,503.75
ADJUSTED CONTRACT PRICE:	\$ 486,113.02

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERE.

OWNER: CITY OF MARINETTE
 BY: Brian R. Miller 7.14.2021
 BRIAN R. MILLER, P.E.
 DIRECTOR OF PUBLIC WORKS

ACCEPTED:
 CONTRACTOR: BARLEY EXCAVATING, INC.

BY: _____
 TITLE: _____