



City of Appleton

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

Meeting Agenda - Final-revised Municipal Services Committee

Monday, December 10, 2018

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting
[18-1807](#) Minutes from November 26, 2018.

Attachments: [Minutes from November 26, 2018.pdf](#)

4. Public Hearings/Apearances

5. Action Items

- [18-1838](#) Approve Master Professional Services Agreement with OMNNI Associates, Inc. through December 31, 2022. Scope of services and compensation for professional services under this master agreement are subject to future committee and Council approval.

Attachments: [Master Professional Services Agreement-OMNNI.pdf](#)

- [18-1809](#) Award 2019 Contract for Operations, Maintenance, and Monitoring at the Closed City of Appleton Landfill to SCS Engineers, in an amount not to exceed \$64,013. CRITICAL TIMING

Attachments: [2019 Contract for Operations, Maintenance, Monitoring-Landfill.pdf](#)

- [18-1810](#) Approve single source and award of Oneida Street Bridge/Rocky Bleier Run Contaminated Materials Contract to OMNNI Associates, Inc. in an amount not to exceed \$105,200. CRITICAL TIMING

Attachments: [Oneida St Bridge-Rocky Bleier Run.pdf](#)

- [18-1811](#) Approve 2019 Sole Source Purchase Request for various traffic equipment and technologies.

Attachments: [2019 Purchase Request -traffic equip & tech.pdf](#)

6. Information Items

[18-1812](#) Inspections Division Permit Summary Comparison Report for November, 2018.

Attachments: [Inspections Div. Permit Report-November 2018.pdf](#)

7. 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. Please call Paula Vandehey at 832-6474 if you have any questions.



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
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Meeting Minutes - Final Municipal Services Committee

Monday, November 26, 2018

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Aldersperson Chris Croatt called meeting to order at 4:30 p.m.

2. Roll call of membership

Present: 4 - Croatt, Coenen, Konezke and Williams

Excused: 1 - Martin

3. Approval of minutes from previous meeting

[18-1731](#)

Minutes from October 22, 2018.

Attachments: [Minutes from October 22, 2018.pdf](#)

Coenen moved, seconded by Williams, that the Minutes be approved. Roll Call.
Motion carried by the following vote:

Aye: 4 - Croatt, Coenen, Konezke and Williams

Excused: 1 - Martin

4. **Public Hearings/Appealances**

5. **Action Items**

[18-1537](#)

Approve Scenario 1 parking restrictions related to the Lutz Drive multi-use trail adjacent to the Appleton Yacht Club.

Attachments: [Parking restrictions-Lutz Drive.pdf](#)

[Lutz Drive Parking Restriction Points of Consideration.pdf](#)

[Lutz Drive Petition.pdf](#)

[Photos related to Lutz Drive trail.pdf](#)

[Path of vehicle map.pdf](#)

Item 18-1537 motion to amend by Croatt, 2nd by Coenen. Amend to stripe a 3 foot section of the trail with 50/50 cost share with Yacht Club. Motion passes 3-1 (Coenen).

Amend the amendment to mark along the entire length of the trail where it meets the curb. Motion by Croatt, 2nd by Konetzke. Motion fails 2-2.

Motion to amend the amendment #2 by Williams to allow parking and stripe everything where the trail meets the curb (green line on the map). 2nd by Konetzke. Motion passes 3-1 (Coenen).

Amend the approved amendment. Motion by Coenen, 2nd by Williams. Shorten the area on the east to end at the main gate by "path of Vehicle" note. Motion passes 4-0.

Croatt moved, seconded by Konetzke, that the Report Action Item be approved as amended. Roll Call. Motion carried by the following vote:

Aye: 3 - Croatt, Konetzke and Williams

Nay: 1 - Coenen

Excused: 1 - Martin

18-1732

Request from Red Lion Paper Valley Hotel to change their signage by removing "Radisson Paper Valley Hotel" and adding "Vince Lombardi's Steakhouse" to the College Avenue Skywalk per the June 1994 Development Agreement.

Attachments: [Red Lion Paper Valley Hotel-signage.pdf](#)

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

Aye: 4 - Croatt, Coenen, Konetzke and Williams

Excused: 1 - Martin

18-1733

Approve changes to Municipal Code Sections 19-106 City-owned parking facilities, 19-109 Hours of operation, 19-110 Metered on-street parking and 19-111 Metered off-street parking, effective January 1, 2019.

Attachments: [Municipal Code Sections 19-106, 19-109, 19-110 & 19-111 changes.pdf](#)

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

Aye: 4 - Croatt, Coenen, Konetzke and Williams

Excused: 1 - Martin

18-1734

Approve Amendment No. 2 to the OMNNI Associates, Inc. Contract for Bridge Maintenance Design to design an extension of the existing Cedar Street retaining wall for the future sidewalk construction in an amount of \$7,200 (revised contract amount of \$72,000).

Attachments: [Amendment No. 2 to the OMNNI Associates.pdf](#)

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

Aye: 4 - Croatt, Coenen, Konezke and Williams

Excused: 1 - Martin

[18-1755](#)

Approve parking restriction change on the east side of Summit Street near Summit Park. (Follow-up to Six Month Trial Period)

Attachments: [Parking restriction change on Summit St by Summit Park \(E side\).pdf](#)

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

Aye: 4 - Croatt, Coenen, Konezke and Williams

Excused: 1 - Martin

[18-1756](#)

Approve parking restriction changes on Glenhurst Drive near Lightning Drive. (Follow-up to Six Month Trial period)

Attachments: [Parking restriction change on Glenhurst Dr. east of Lightning Dr \(N side\).pdf](#)

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

Aye: 4 - Croatt, Coenen, Konezke and Williams

Excused: 1 - Martin

[18-1757](#)

Approve parking restriction change on Taft Avenue east of Oneida Street.

Attachments: [Traffic-related ordinance changes for the Oneida St Reconstruction Project..pdf](#)

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

Aye: 4 - Croatt, Coenen, Konezke and Williams

Excused: 1 - Martin

[18-1758](#)

Install STOP signs on Herbert Street at Pine Street. (Follow-up to Six Month Trial Period)

Attachments: [Intersection traffic control-Herbert St-Pine Street intersection.pdf](#)

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

Aye: 4 - Croatt, Coenen, Konetzke and Williams

Excused: 1 - Martin

6. Information Items

[18-1735](#)

Inspections Division Permit Summary Comparison Report for October, 2018.

Attachments: [Inpsections Division Permit Comparison Report-October, 2018.pdf](#)

[18-1736](#)

Parking Utility Condensed Income Statement for October, 2018.

Attachments: [Parking Utility Condensed Income Statement-October 2018.pdf](#)

7. Adjournment

Konetzke moved, seconded by Coenen, that the meeting was adjourned at 5:38 p.m. Roll Call. Motion carried by the following vote:

Aye: 4 - Croatt, Coenen, Konetzke and Williams

Excused: 1 - Martin

Master Professional Services Agreement

THIS AGREEMENT is entered into between **City of Appleton** (Client), 100 N. Appleton Street, Appleton, WI 54911 and **OMNNI Associates, Inc.** (Consultant), One Systems Drive, Appleton, WI 54914, for the following reasons:

- A. Client intends to plan or construct various projects (the Project); and,
- B. Client requires certain professional services in connection with the Project (the Services); and,
- C. Consultant is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Client and Consultant agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the date of signature and shall be effective through December 31, 2022.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin.

ARTICLE 3 - TASK ORDERS

Task Orders shall be used to describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. In the event of an inconsistency between the terms of any Task Order and the terms of this Agreement, the terms of this Agreement shall prevail.

ARTICLE 4 - SCOPE OF SERVICES

Consultant shall provide the Services described in Section A (Scope of Services) of each Task Order.

ARTICLE 5 - SCHEDULE

Consultant shall exercise its reasonable efforts to perform those Services within the time frame set forth in Section B (Schedule) of each Task Order.

ARTICLE 6 - COMPENSATION

Client shall pay Consultant in accordance with Section C (Compensation) of each Task Order.

Payment on invoices shall be due within 30 days of receipt. Client shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 7 - CLIENT'S RESPONSIBILITIES

Client shall be responsible for all matters described in Section D (Client's Responsibilities), of each Task Order.

Master Professional Services Agreement

In addition, Client shall perform and provide the following in a timely manner so as not to delay the Services of the Consultant. Unless otherwise provided in this Agreement, Client shall bear all costs incidental to compliance with the following:

- A. Place at Consultant's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by Consultant to perform its Services.
- B. Give prompt written notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's Services, or any defect in the Services of Consultant.
- C. Advise Consultant of the identity and scope of services of any independent consultants retained by Client to provide services in regard to the Project.

ARTICLE 8 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 9 - INDEMNIFICATION AND LIABILITY

- A. General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and the Consultant's fee for the Services, and in consideration of the promises contained in this Agreement, Client and Consultant agree to allocate and limit such liabilities in accordance with this Article.
- B. Indemnification. Consultant agrees to indemnify and hold the Client harmless from and against legal liability for all damages, liabilities or costs to the extent such damages, liabilities or costs are caused by the Consultant's negligent acts, errors, or omissions arising out of its performance of the Services. In the event damages, liabilities or costs are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence.
- C. Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, employees, shareholders and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, employees,

Master Professional Services Agreement

shareholders and subconsultants shall not exceed the total insurance required from Consultant for Services under this Agreement pursuant to Article 10. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

- D. Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 10 - INSURANCE

During the term of this Agreement, Consultant shall maintain the following insurance:

- A. General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- B. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- C. Workers' Compensation Insurance in accordance with Client's Exhibit C as attached.
- D. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- E. Client shall be named additional insured as indicated in Exhibit C.

Consultant shall, upon written request, furnish Client certificates of insurance.

Consultant and Client waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in a Task Order.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Because Consultant has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Consultant's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a professional. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's cost estimates or that actual schedules will not vary from Consultant's projected schedules.

Master Professional Services Agreement

ARTICLE 13 - OWNERSHIP AND REUSE OF DOCUMENTS

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk, and Client shall hold harmless and indemnify Consultant against all losses, damages, costs and expense, including attorney's fees, arising out of or related to any such alteration or unauthorized use.

ARTICLE 14 - ELECTRONIC COPIES AND INTELLECTUAL PROPERTY

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies", "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Client agrees to hold harmless, indemnify and defend Consultant from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

Client acknowledges that Consultant has developed proprietary systems, processes, apparatus, analytical tools and methods which Consultant uses in its business. Such systems, processes, apparatus, analytical tools and methods, including software, patents, copyrights and other intellectual property, and all derivations, enhancements or modifications thereof made by Consultant ("Intellectual Property") shall be and shall remain the property of Consultant. This Agreement does not confer any grant of a license to any such Consultant Intellectual Property, nor any right of use by the Client independently or by other Client contractors.

ARTICLE 15 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Client may terminate or suspend performance of this Agreement for Client's convenience upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a

Master Professional Services Agreement

schedule acceptable to Client, and Client shall pay Consultant for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Consultant's compensation and the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither Client nor Consultant shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Client or Consultant under this Agreement or any Task Order. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 17 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

Client:	James P. Walsh City Attorney City of Appleton 100 N. Appleton Street Appleton, WI 54911-4799 Tel: (920) 832-6423 Jim.Walsh@appleton.org	Consultant:	Tim Bolwerk Senior Geotechnical Engineer OMNNI Associates, Inc. One Systems Drive Appleton, WI 54914-1654 Tel: (920) 830-6150 Tim.Bolwerk@omnni.com
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Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Client and Consultant.

ARTICLE 18 - DISPUTES

In the event of a dispute between Client and Consultant arising out of or related to this Agreement, or any Task Order, the aggrieved party shall promptly report to the other party. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation.

Master Professional Services Agreement

Should such negotiation fail to resolve the dispute, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

Consultant affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Consultant's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

Consultant further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 20 - WAIVER

A waiver by either Client or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 21 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 22 - INTEGRATION

This Agreement, including issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between Client and Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written,

Master Professional Services Agreement

relating to the subject matter of this Agreement.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

Client and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 24 - ASSIGNMENT

Neither Client nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Consultant may assign its rights to payment without Client's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 25 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Client and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Consultant.

Master Professional Services Agreement

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement.

CITY OF APPLETON, WISCONSIN
a Wisconsin Municipal Corporation
(CLIENT)

OMNNI ASSOCIATES, INC.
(Consultant)

Date: _____

Date: _____

By: _____
Timothy M. Hanna
Mayor

Tim A. Bolwerk, P.E.
Senior Geotechnical Engineer

Attest: _____
Kami Lynch
City Clerk

Christine Schulz
Chief Financial Officer

Approved as to form:

James P. Walsh
City Attorney

Countersigned pursuant to §62.09(10), Wis. Stats.:

Anthony D. Saucerman
Director of Finance



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

MEMO

TO: Municipal Services Committee

FROM: Paula Vandehey, Director of Public Works
Sue Olson, Staff Engineer

SUBJECT: *CRITICAL TIMING* Award 2019 Contract for Operation, Maintenance, and Monitoring at the Closed City of Appleton Landfill to SCS Engineers, in an amount not to exceed \$64,013.

DATE: December 5, 2018

The Department of Public Works requests award of the 2019 Contract for Operation, Maintenance, and Monitoring at the Closed City of Appleton Landfill to SCS Engineers in an amount not to exceed \$64,013. This is the fourth year of a ten (10) year contract as approved in December 2015.

In addition to the operation and monitoring of the landfill, maintenance will include routine scheduled replacement of one monitoring well or leachate well. They will also assist with review of any changes proposed by the Valley Aero Modelers, who currently lease the site, and any proposals or concerns related to the Mackville quarry site.

Per the memo dated December 1, 2015 for the award of the 2016 contract requesting contract extensions through 2025, the 2015 RFP process associated with that award, and satisfactory performance by the consultant, the Department of Public Works recommends awarding the 2019 Contract for Operation, Maintenance, and Monitoring at the Closed City of Appleton landfill to SCS Engineers in an amount not to exceed \$64,013.

This award is listed as Critical Timing so that coverage for any necessary response at the landfill is available January 2, 2019.



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

MEMO

TO: Municipal Services Committee

FROM: Paula Vandehey, Director of Public Works
Sue Olson, Staff Engineer

DATE: December 5, 2015

RE: ***CRITICAL TIMING*** Approve single source and award of Oneida Street Bridge/Rocky Bleier Run Contaminated Materials Contract to OMNNI Associates, Inc. in an amount not to exceed \$105,200.

The Department of Public Works recommends to single source and award the Oneida Street Bridge/Rocky Bleier Run Contaminated Materials Contract to OMNNI Associates, Inc. in an amount not to exceed \$105,200. This project award is listed as Critical Timing because it is funded by 2018 as well as 2019 budget.

OMNNI began working on the contaminated materials testing for the Oneida Street Bridge/Rocky Bleier Run project under Unit M-18. The project is now moving into construction and a significant amount of environmental testing and materials handling is required during construction, along with follow-up reporting after construction is complete. A Request for Proposals will be issued in January 2019 for the 2019-2023 Materials Testing and Contaminated Materials contract and a consultant will not be selected until February 2019. Based on the work completed and the discussions between OMNNI and WDNR to date, staff believes that staying with OMNNI through the completion of this project is more cost effective than working with another consultant and getting them ready to begin in time for the start of construction.

The scope of work will include the following:

- Soil screening and soil confirmation sampling during construction, including obtaining approximately 33 additional soil samples and analyzing them for PAH's and lead
- Installation and development of up to 8 monitoring wells.
- Quarterly groundwater sampling for one year for VOC's, PAH's, and lead
- Hydraulic conductivity testing on 203 monitoring wells
- Prepare and submit an NR 716 investigation report to DNR
- Prepare and submit DNR "Development at Historic Fill Sites and Licensed Landfills" application
- Prepare and submit Outagamie County landfill application
- Collect and analyze one water sample at the start of dewatering
- Prepare and submit documentation of construction per the Low Hazard Waste Grant of Exemption and Soil Management Plan
- Prepare and submit DNR closure request
- Abandon monitoring wells and prepare and submit associated DNR forms

Final permits from DNR for construction have not yet been received and it is possible that the DNR requirements for sampling and permitting may change. The proposed budget includes a contingency to accommodate some modifications. Any significant changes requiring a contract amendment will be brought to the Municipal Services Committee and Common Council for approval prior to any additional work.



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

DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
FAX (920) 832-5570

To: Municipal Services Committee
From: Michael Hardy, Assistant City Traffic Engineer
Date: December 5, 2018
Re: 2019 Sole Source Purchase Request – Various Traffic Equipment & Technologies
CC: Jeffrey Fait, City Purchasing Manager

This sole source purchase request is reassessed and presented annually as required in the City procurement policy. It was last approved for calendar year 2018.

Background:

Traffic Signal and Control Equipment

Within the traffic signal control industry, there is a tremendous amount of proprietary functionality and limited interoperability. The number of vendors servicing traffic signal equipment is also very limited. For example, Traffic and Parking Control Company, Inc. (TAPCO), located in Elm Grove, Wisconsin, is the exclusive vendor in Wisconsin for Siemens signal cabinet and control equipment, which the City of Appleton uses. TAPCO is also the exclusive state vendor for Eberle Design Inc. (EDI) cabinet equipment, Iteris video detection systems, and other support equipment used in traffic signal control systems. Because TAPCO is designated as the exclusive rights vendor in the state by these manufacturers, they have exclusive knowledge for set-up, testing and servicing, beyond that which the City is capable of performing. There are other vendors in nearby states that carry these product lines, but their manufacturer-vendor relationships do not allow overlap with each other. Thus, the City cannot, for example, do business with Brown Traffic Products, Inc., which is TAPCO's equivalent in Illinois and Minnesota.

The next closest vendor that provides comparable products and services is a company called Traffic Control Corporation (TCC), with service currently provided out of Illinois and Minnesota. TCC's exclusive manufacturer-vendor relationship is very similar to TAPCO, with cabinets and control systems manufactured by both Econolite and Reno Traffic Products. Also, because TCC is the exclusive vendor for these product lines, they have exclusive knowledge for set-up, testing and servicing.

Due to the above circumstances, it is common in the traffic industry that complete traffic signal control assemblies are sole-source purchased as complete, functional systems. Another unfortunate reality is that each manufacturer's equipment has its own proprietary firmware and controls, which makes it nearly impossible to competitively procure comparable equipment. In this situation, TAPCO or TCC will assemble the cabinet, controller, vehicle detection equipment and any other integrated equipment, and perform functional testing prior to shipment and installation. The advantage to this approach is it helps manage compatibility issues, and puts responsibility on the sole source vendor to assure complete functionality of the system. The disadvantage is that procured equipment is not competitively bid in a formal process. The other common application in the traffic industry is that specifications are written to accept only one manufacturer's products. This gives the illusion of being competitive, but often only one vendor is able to meet the required specifications. There has been some implementation of equipment from both TAPCO and TCC, but the experiences are limited, along with the success stories. Here too, the City would need to stock significant additional equipment due to limited experience with compatibilities and functionality.

The good news is there are standards making gradual progress in the traffic control industry. The National Electrical Manufacturer's Association (NEMA) has developed standards that provide requirements for equipment interoperability. For example, the City has accepted NEMA, TS2, Type 1 specification for our traffic signal control cabinets. This provides control over how the cabinets are configured and how the control equipment is connected and integrated into the control functionality. The National Transportation Communications for Intelligent Transportation Systems (ITS) Protocol (NTCIP) is the next level of standards under development at the federal level, intended to limit the proprietary firmware and controls in the traffic industry.

Traffic Signal Preventative Maintenance

Preventative maintenance is another item that is currently sole sourced. A key component in preventative maintenance is performing a diagnostic test on a device called the Malfunction Management Unit (MMU). Performing this service is performed annually, and is common practice in the traffic signal industry to discourage legal action against the City for negligence if a signal malfunction is the suspected cause in a traffic incident. To date, the City has decided it is not in our best interest to perform this testing on our own. To replicate this service the City would have to purchase expensive test equipment, software and training. The current sole source vendor, TAPCO, has strong familiarity with our equipment since they are exclusive rights vendor in the state by the MMU manufacturer the City currently uses. Having considered this, we feel this is a reasonable cost and the best decision for the City at this time.

Decorative Street Lighting Equipment

Recent experiences have prompted the addition of decorative street lighting equipment to this sole source request. Specific items that apply are decorative lighting components involving steel poles, concrete poles, arms and fixtures. One large contributing factor is the City has standardized on a specific appearance and quality using Stresscrete, King and Visco brands products for applications across the City, most notably College Avenue and Wisconsin Avenue. While there are other decorative brands on the market simulating a comparable look, the quality of these off-brands has been much lower, leading to increased maintenance costs and decreased life. When bidding this equipment in the past, we have specified a specific product or approved equal. To meet the City purchasing policy, we have been competitively bidding these decorative lighting brands through the electrical supply chains. It is our opinion, while this looks competitive and meets the spirit of the purchasing policy, it actually amounts to a mark-up on a product we ultimately know we are going to purchase. Having considered the above, we feel sole source offers the best value of the City's time and resources.

In 2017, we added a new pole, arm and fixture line in conjunction with the new Fox Cities Exposition Center (FCEC). The architect and project team of the FCEC has selected a unique lighting assembly to match the look and appeal of the building. We are adding this to the sole source list as we feel this will be a similar situation to the other decorative lighting equipment.

In 2018, we are adding another pole, arm and fixture line in conjunction with the Parks, Recreation, Facilities & Grounds expansion of trail lighting throughout the City. DPW is installing trail facilities with several upcoming projects, and will match the unique lighting assembly already selected for the trail system throughout the City. We are adding this to the sole source list as we feel this will be a similar situation to the other decorative lighting equipment.

LED Street Lighting

Recent experiences have prompted the addition of LED street lighting equipment to this sole source request. Specific items that apply are both standard and decorative LED street lighting fixtures. In 2010, the City authored a specification and released a bid to replace standard fixtures with LED fixture in the central business district. That experience evaluated products from eight (8) different manufacturers. As a result of that experience, we have identified products from Cooper and Philips as the preferred fixtures for future applications. To comply with the City's purchasing policy in future purchases, we would have to competitively bid these two brands thru the electrical supply chains. In our opinion, while this appears competitive and meets the spirit of the purchasing policy, it really amounts to a mark-up on a product we ultimately know we are going to purchase. We have established a relationship with the manufacturers and have been advised we can purchase from them directly. Where these two products are competitive with each other, we would be able to compare costs direct from the manufacturers which would meet the competitive spirit of the policy. However, three products would be needed to satisfy the policy as written. Having considered the above discussion, we feel a sole source exception offers the best value of the City's

time and resources.

Camera & Video Encoders

When the traffic camera program began its deployment in 2010, Pelco brand pan-tilt-zoom cameras were procured in accordance with City Policy, where at least three quotes were received. In light of the switch to Avigilon video management software by the City in 2013 and the increase in failures of recent Pelco brand cameras, the Traffic Section has transitioned to both AXIS and Avigilon brand cameras. The AXIS brand cameras can be purchased in accordance with City Policy as they are readily available through multiply suppliers. Avigilon cameras, however, can only be purchased thru a licensed State vendor. Thus, in instances where we feel an Avigilon camera is advantageous for a specific application and software integration for the City, a sole source approval is needed to satisfy the policy as written.

School Zone Flashers & Rapid Rectangular Flashing Beacon (RRFB) Control

In 2014 the City procured a new school flasher control system. Criteria specified in that procurement was the ability for remote access to set the flasher schedules and troubleshoot in case of maintenance. The City procured a product called DirecTime, which has its own proprietary web enabled service for remote access. The DirecTime product, installed at all school zone flashers across the City, is exclusively manufactured by Traffic and Parking Control Company, Inc. (TAPCO). In the event additional locations or replacement units are necessary, it is in our opinion that sole sourcing the DirecTime product line is the best value of the City's time and resources.

In 2015, the City installed the first RRFB control system since the 2012 Lawrence University crosswalks on College Ave. After a review of quotes, qualifications and compliance with our performance criteria, we selected a product manufactured by Traffic and Parking Control Company, Inc. (TAPCO). The Spot Device brand which is currently installed on College Ave has since been purchased by a competitor and the product line has been discontinued. The RRFB system from TAPCO uses the same remote access system as the DirecTime product described above. Thus, access to both School Flashers and RRFB control is together, which is a valuable feature to monitor performance and troubleshoot or perform maintenance. In the event additional locations or replacement units are necessary, it is in our opinion that sole sourcing the TAPCO RRFB product line is the best value of the City's time and resources.

Summary:

The City Traffic Section continues to pursue equipment and services to help improve competition in our purchases. We often have alternative vendors bring us equipment to familiarize with and test for compatibility. When we evaluate comparable products, we try to take a holistic approach, considering additional software, training, stocking, etc. We also stay in touch routinely with our counterparts in the traffic industry, like Wisconsin DOT, City of Green Bay, and Milwaukee County to help evaluate pricing when and where sole sourcing is performed. This, too, helps communicate between agencies on acceptance of alternative products. We also pursue alternative procurement options when available through the Wisconsin DOT procurement contract. Where equipment is consistent with Wisconsin DOT procurement contracts, a price match is pursued.

The following is the Traffic Section's current list of equipment and services we feel it is in the City's best interest to sole source for procurement:

Traffic Signal and Control Equipment

Signal Controller and Control Software:

- Siemens/Eagle (TAPCO)

Signal Control Cabinets:

- Siemens/Eagle (TAPCO)
- Econolite (TTC)

Signal Control Malfunction Management Unit:

- Eberle Design, Inc. (TAPCO)
- Reno A & E (TTC)

Loop Detector Amplifiers:

- Eberle Design, Inc. (TAPCO)
- Reno A & E (TTC)

Video Detection Systems

- Iteris, Inc. (TAPCO)
- Econolite (TTC)

Radar Detection Systems

- MS Sedco / Intersector. (TAPCO)
- Wavetronix (TTC)
- Iteris, Inc. (TAPCO)

Preemption:

- GTT (TTC)

Wireless Radio Communications:

- Encom Wireless (TAPCO)

Control Cabinet Integration Set-up and Testing:

- TAPCO
- TTC

Radar Speed Signs

- Information Display Company
- TAPCO

Traffic Signal Preventative Maintenance

Traffic Signal Preventative Maintenance:

- TAPCO

Decorative Street Lighting Equipment

Concrete Poles & Arms

- Stresscrete / King Luminaire (Visual Impact Lighting, LLC)

Steel Poles & Arms

- Visco (Commercial Lighting)
- Spring City (Visual Impact Lighting, LLC)
- Structura Inc.
- Candela Series (Spectrum Lighting)

LED Fixtures

- Stresscrete / King Luminaire (Visual Impact Lighting, LLC)
- Beacon Viper
- Candela Series (Spectrum Lighting)

Conventional LED Street Lighting

LED Street Light Fixtures

- Philips (Spectrum Lighting)
- Cooper Lighting (Enterprise Lighting)

Traffic Cameras

Pan-Tilt-Zoom & Fixed Zoom

- Avigilon (Lappen Security)

Warning Flashers & RRFB

School Zone Flasher & RRFB Controls

- (TAPCO)

Department of Public Works Inspections Division

Permit Summary Count YTD Comparison

01/01/18 Thru 11/30/18

Report Date: 12/3/2018



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

Permit Type	Year Issued	Permit Count	Total Estimated Cost	Total Receipt Amount
BUILDING	2017	912	119,588,136	295,099.11
	2018	870	59,931,984	252,923.68
		-4.61 %	-49.88 %	-14.29 %
DISPLAY SIGN	2017	109	636,532	4,570.94
	2018	125	875,266	4,989.08
		14.68 %	37.51 %	9.15 %
ELECTRICAL	2017	796	13,350,062	126,714.58
	2018	730	9,360,774	109,044.62
		-8.29 %	-29.88 %	-13.94 %
EROSION CNTL	2017	42		5,210.00
	2018	39		5,250.00
		-7.14 %	%	0.77 %
HEATING	2017	774	19,284,402	65,441.92
	2018	822	11,278,028	70,693.38
		6.20 %	-41.52 %	8.02 %
PLAN REVIEW	2017	120		40,405.50
	2018	96		38,342.50
		-20.00 %	%	-5.11 %
PLUMBING	2017	480	5,925,268	46,339.38
	2018	416	6,331,526	28,286.00
		-13.33 %	6.86 %	-38.96 %
SEWER	2017	191	1,871,698	21,587.95
	2018	202	1,716,462	32,256.00
		5.76 %	-8.29 %	49.42 %
WELL	2017	1		40.00
	2018	16		640.00
		1,500.00 %	%	1,500.00 %

Department of Public Works Inspections Division

Permit Summary Count YTD Comparison

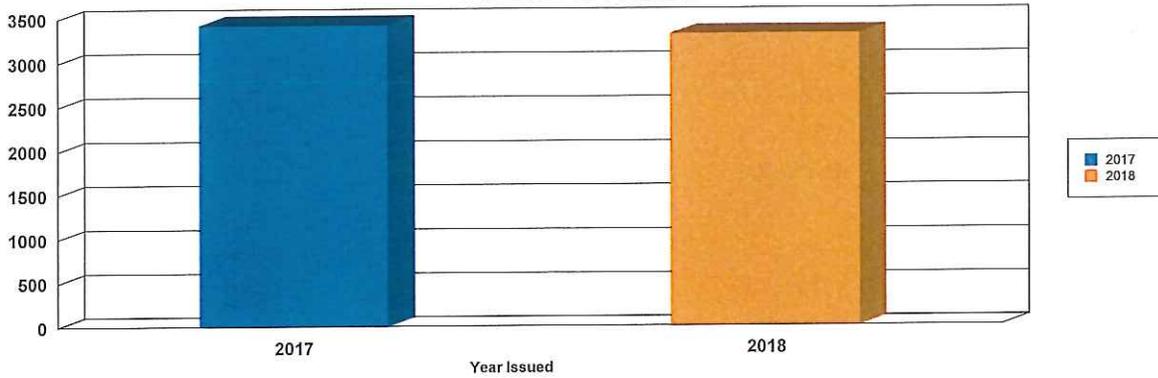
01/01/18 Thru 11/30/18

Report Date: 12/3/2018

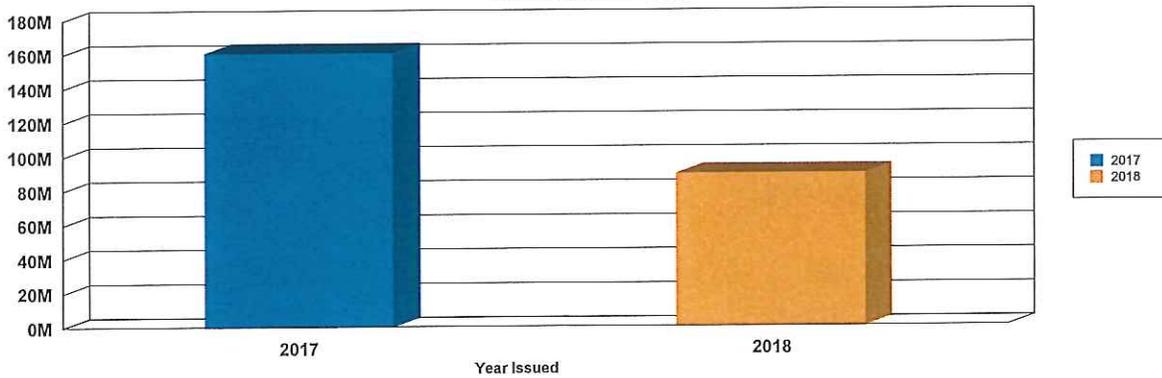


	2017	2018
Permits	3425	3316
Estimated Cost	160,656,098.00	89,494,040.00
Receipt Amount	605,409.38	542,425.26

Number of Permits



Estimated Cost



Receipt Amount

