



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Agenda - Final-revised Appleton Redevelopment Authority

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Wednesday, March 14, 2018

10:00 AM

Council Chambers, 6th Floor

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1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting

[18-0355](#) ARA Minutes from 3-7-18

**Attachments:** [ARA Minutes 3-7-18.pdf](#)

### 4. Public Hearings/Apearances

### 5. Action Items

[18-0356](#) Request to award site investigation and remedial activities proposal for 222 N. Oneida Street to OMNNI Associates, Inc. in the amount of \$22,964.00 with a 10% contingency of \$2,296.40 for a project total not to exceed \$25,260.40

**Attachments:** [OMNNI Contract Memo\\_222 N Oneida\\_3-5-18.pdf](#)

[OMNNI Site Investigation Proposal\\_222 N Oneida.pdf](#)

[Procurement+Contract Management Policy\\_10-7-15.pdf](#)

[18-0390](#) Request to award contract to demolish the office building, remove the parking lot, haul contaminated soils to the Whitelaw facility, fill the site, and topsoil/seed the site located at 222 N. Oneida Street to Gene Frederickson Trucking & Excavating, Inc. in the amount of \$72,919.00 with a 20% contingency of \$14,583.80 for a project total not to exceed \$87,502.80

**Attachments:** [Demo Contract Memo\\_222 N Oneida\\_3-13-18.pdf](#)

[RFQ FINAL 2-19-18\\_Demo, etc\\_222 N Oneida.pdf](#)

[Frederickson Proposal\\_3-9-18.pdf](#)

### 6. Information Items

[18-0397](#) Pre-demolition lead and asbestos abatement of 222 N. Oneida Street

[18-0357](#)

Report on meeting of ARA Exhibition Center Advisory Committee held on March 6, 2018

**Attachments:** [ARA Exhibition Center Advisory Committee Minutes 3-6-18.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.*

*Any questions about items on this meeting are to be directed to Karen Harkness, Director, Community and Economic Development Department at 920-832-6468.*

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



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Minutes - Final Appleton Redevelopment Authority

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Wednesday, March 7, 2018

5:00 PM

Council Chambers, 6th Floor

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### SPECIAL

1. Call meeting to order

**Meeting called to order at 5:00 p.m.**

2. Roll call of membership

*Brokl arrived at 5:03 p.m.*

**Present:** 5 - Van Dyke, Siebers, Fisher, Brokl and Woodford

**Excused:** 2 - Higgins and Downs

*Others present:*

*Aldersperson Kathy Plank, District #7*

3. Approval of minutes from previous meeting

[18-0284](#)

ARA Minutes from 2-16-18

**Attachments:** [ARA Minutes 2-16-18.pdf](#)

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

**Aye:** 4 - Van Dyke, Siebers, Fisher and Woodford

**Excused:** 3 - Higgins, Downs and Brokl

4. Public Hearings/Apearances

[18-0285](#)

Proposed lease to be entered into between the Appleton Redevelopment Authority and the City of Appleton with respect to the lease of the Fox Cities Exhibition Center, from the Authority to the City, and related modifications of the Appleton Redevelopment Project No. 7 - Redevelopment Plan in furtherance of the City's Project Plan for Tax Incremental District #3 (Associated with Action Item #18-0287)

**Attachments:**     [Notice of Public Hearing\\_FCEC Lease\\_ARA 3-7-18\\_For Mailing.pdf](#)  
[Notice of Public Hearing\\_FCEC Lease\\_ARA 3-7-18\\_Newspaper.pdf](#)

This public hearing was held, and no one spoke on the item.

## 5. Action Items

[18-0287](#)

Consider lease to be entered into between the Appleton Redevelopment Authority and the City of Appleton with respect to the lease of the Fox Cities Exhibition Center, from the Authority to the City, and related modifications of the Appleton Redevelopment Project No. 7 - Redevelopment Plan in furtherance of the City's Project Plan for Tax Incremental District #3

**Attachments:**     [Appleton RDA 2018 Fox Cities Exhibition Center - Lease.pdf](#)  
[Appleton RDA 2018 Exhibition Center - Amendment to Redevelopment Plan.pdf](#)

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

**Aye:** 5 - Van Dyke, Siebers, Fisher, Brokl and Woodford

**Excused:** 2 - Higgins and Downs

## 6. Information Items

## 7. Adjournment

**Siebers moved, seconded by Woodford, that the meeting be adjourned at 5:10 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Van Dyke, Siebers, Fisher, Brokl and Woodford

**Excused:** 2 - Higgins and Downs



“...meeting community needs...enhancing quality of life.”

## MEMORANDUM

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TO: Appleton Redevelopment Authority

FROM: Matt Rehbein, Economic Development Specialist

DATE: March 5, 2018

RE: OMNNI Associates, Inc. Contract for Site Investigation and Remedial Activities at 222 N. Oneida Street in Appleton, WI

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The Appleton Redevelopment Authority (ARA) acquired the property located at 222 N. Oneida Street in Appleton on December 21, 2017. As part of the due diligence, a Phase I and Phase II environmental report was completed by OMNNI Associates, Inc. As required by law, OMNNI notified the Wisconsin Department of Natural Resources of findings of exceedances for polycyclic aromatic hydrocarbons (PAHs) and volatile organic compounds (VOCs) in the soils. ARA received a “Responsible Party” letter from the DNR on January 24, 2018 outlining the responsibilities as owner of a contaminated parcel.

Staff asked OMNNI to prepare a proposal to assist with any further site investigation, remedial activities and guidance through the demolition of the structure on the property (attached).

The City’s Procurement & Contract Management Policy (attached) requires soliciting competitive proposals/quotes for professional services [Sec. IV.C.(3)]. The City has already solicited competitive proposals for a Master Contract which is currently held with OMNNI Associates, Inc. Because the total cost of this project is anticipated to be over \$25,000, staff is seeking authority to proceed with the proposed contract.

*Staff Recommendation:*

Award site investigation and remedial activities proposal for 222 N. Oneida Street to OMNNI Associates, Inc. in the amount of \$22,964.00 with a 10% contingency of \$2,296.40 for a project total not to exceed \$25,260.40 **BE APPROVED.**

February 14, 2018

Matthew Rehbein  
Economic Development  
City of Appleton  
100 North Appleton Street  
Appleton, WI 54911-4799

**Re: Proposed Site Investigation and Remedial Activities at the 222 N. Oneida Street property in Appleton, WI.**

Dear Mr. Rehbein:

Thank you for the opportunity to present this proposal and cost estimate to provide a site investigation and remedial activities for the 222 N. Oneida Street property. This proposal is intended to present a work scope and cost estimate for our services.

**PROJECT INFORMATION**

Previously OMNni Associates conducted a Phase I environmental site assessment (ESA) of the property at 222 N. Oneida Street, Appleton, WI to identify potential areas of contamination from current or previous uses of the property. The Phase I ESA identified a potential for underground storage tanks to still be present on the property as well as a concern for contamination associated with those underground storage tanks.

A Phase II ESA was also conducted at the property to determine if the tanks remain or if there was any contamination as a result of the prior history of the property. It was discovered that the property had multiple exceedances in soil and groundwater for their respective limits. It was recommended at that time that a notification of release be completed.

OMNni proposes to conduct a site investigation to define the extent of the contamination and assist with remedial actions during the demolition at the property in order for the City of Appleton to pursue beneficial reuse of the property.

**PROPOSED SCOPE OF WORK**

We propose the following scope of work:

1. Obtain bids from geoprobe contractors and select suitable contractor to perform activities.
2. Create a site work plan and submit the plan to the DNR.
3. Submit previously obtained analytical data to licensed landfill to obtain approval for the disposal of the impacted material that will be removed from the site. It is anticipated that the soil will go to Outagamie County Landfill or Waste Management's Whitelaw facility.

4. Develop a health and safety plan for OMNNI staff who will be on site for the remedial activities.
5. Assist the City of Appleton with their request for quote (RFQ) for the demolition and excavation related to the property.
6. Provide direction to the contractor to dig up to five test pits and give direction if the soil needs to be disposed of, due to contamination.
7. OMNNI will be on site during the excavation of the parking lot area to document soil conditions and assist with delivery of waste manifests to the contractor. Additionally, OMNNI will be available on an "On-Call" basis for the building demolition if any contamination is identified within or below the building footprint.
8. Obtain confirmatory soil samples at the base of the excavated soil for VOCs and/or PAHs depending on the location, and deliver to a certified laboratory for analysis.
9. Once site activities allow, OMNNI will coordinate the installation of two NR 141 groundwater monitoring wells to a depth of 15 feet. Wells will be placed in the vicinity of TW09 and TW06. These wells will be developed and sampled for volatile organic compounds (VOCs) and polycyclic aromatic hydrocarbons (PAHs).
10. Abandon the remaining temporary wells on site in compliance with DNR requirements.
11. Evaluate data collected and prepare a site investigation report including OMNNI's interpretation of information gathered. The report would include a summary of all of the efforts to date at the site, the degree and extent of contamination, and would present recommendations to the DNR based upon the data collected.

#### **NOT INCLUDED IN THIS SCOPE OF WORK**

The following items are not included within this agreement, but are available at the request of the client. Consultant will not proceed with additional work without verbal or written confirmation from client.

1. Applicable DNR review fees. A site investigation review fee is anticipated to be \$1,500, plus additional applicable site closure review fee which could be an additional \$1,050 plus any continuing obligation fees listed within NR 749.
2. Any additional sampling beyond two rounds of groundwater sampling and all laboratory samples are based on a standard turn around.
3. Site closure documentation preparation and submittal is not part of this current scope of work, but is anticipated to be approximately \$5,000. However, this is variable as it is dependent on the results of the site investigation.
4. No landfill tipping fees are part of this scope of work.

5. This scope does not address any sampling that may be needed as a result of importing fill into the site.

### **CITY'S RESPONSIBILITY**

Our proposal assumes the City will provide the following services:

1. Provide access to the subject property.

### **PROPOSED SCHEDULE**

The proposed schedule for the work would be as follows:

- We understand that the City of Appleton is in the process of submitting an RFQ for the demolition of the building to take place before May 1, 2018. OMNNI would be able to start work on the project and work concurrently with the building demolition activities.
- It is OMNNI's intent to submit the site investigation report within 30 days of obtaining the results from the groundwater wells. The groundwater wells are anticipated to be installed after major demolition activities have been finished.

### **COST ESTIMATE**

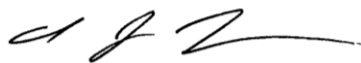
Our cost estimate is based on assumed time-and-materials requirements, and our existing fee schedule with the City for our consulting costs. Costs for geoprobe contractors, lab fees, and landfill administrative fees will be billed out at actual costs. The cost estimates are as follows: consulting fees of \$18,864, geoprobe subcontractor fees of \$2,600, landfill administrative fee of \$175, and environmental laboratory fees of \$1,325. The overall estimated costs including subcontractor fees is \$22,964.

### **CONDITIONS**

Upon acceptance of this proposal, OMNNI Associates would begin this project under our existing 2018 Contaminated Soils & Materials Testing contract.

If you have any questions regarding this proposal, please do not hesitate to contact me. Your signature below will authorize us to proceed.

Sincerely,  
OMNNI Associates, Inc.

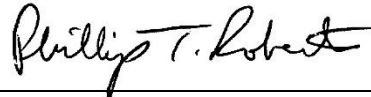


Christopher J. Rogers P.G.  
Hydrogeologist / Project Manager



City of Appleton  
(Client)

OMNNI Associates, Inc.  
(Consultant)



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Matthew Rehbein  
*Economic Development Specialist*

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Phillip T. Roberts, P.E.  
*Engineering Services Manager*

Date: \_\_\_\_\_

February 14, 2018 \_\_\_\_\_

# EXHIBIT A

<b>CITY OF APPLETON POLICY</b>		<b>TITLE: PROCUREMENT AND CONTRACT MANAGEMENT POLICY</b>	
<b>ISSUE DATE:</b> 09/01/10	<b>LAST UPDATE:</b> 10/07/15	<b>SECTION:</b> Finance	<b>FILE NAME:</b>
<b>POLICY SOURCE:</b> Finance Department			<b>TOTAL PAGES:</b> 18
Reviewed by Attorney's Office Date: 09/10/15	Finance Committee Approval Date: 08/25/10 Date: 08/08/12 Date: 09/26/12 Date: 09/22/15	Council Approval Date: 09/01/10 Date: 08/15/12 Date: 10/03/12 Date: 10/07/15	

## I. PURPOSE

Procurement Policy – To allow the City to acquire, on a competitive basis, all goods and services at the best value possible and to operate in a manner that maximizes the effectiveness and efficiency of services provided by and for the City.

Contract Management Policy – To allow for the City to manage all contracts, and change orders associated with all contracts, in a manner that maximizes the effectiveness and efficiency of those contracts and change orders while ensuring adequate internal controls are followed.

## II. POLICY

This policy establishes a Purchasing Office, Purchasing Manager and a contract management process. The Purchasing Office will have the responsibility to institute and maintain an effective and economical program for the purchase of goods and services. The Purchasing Manager, acting as a representative of the Mayor and reporting to the Finance Director, will ensure the proper and efficient administration of this program, and monitor compliance with these procedures, rules and regulations throughout City operations.

The purpose of the purchasing program is to enable departments to acquire needed equipment, materials, supplies and services of suitable quality for the purpose intended from the lowest priced responsible and responsive bidder while enhancing competition and providing fair opportunity and equitable treatment for all vendors.

This will be accomplished by utilizing a combined effort between City departments and the Purchasing Office. The Purchasing Office will concentrate efforts on standardizing and centralizing purchases of common use items among all departments while enlisting individual departments' expertise in purchasing specialized items unique to their departments. When purchasing these specialized items, the individual department becomes responsible for ensuring that the provisions of this policy are followed.

The policy pertains to all agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

Failure to comply with this policy may result in loss of individual purchasing authority and/or disciplinary action up to and including discharge.

### **III. DEFINITIONS**

***Auction Administrator.*** An individual assigned by the City to assist departments in selecting an auction type and venue, establish procedures and responsibilities, and conduct online auctions for the sale of surplus supplies or equipment.

***Bid.*** A formal price solicited from a vendor for a good or service. Bids are required to conform to specific terms and well defined specifications contained in the solicitation documents. A sealed written bid is required with public notice setting a specific time and place to open all bids received for any project defined as public construction.

***Change Order.*** Change Order is defined as any increase or decrease in an approved contract amount or time necessary to complete the approved project.

***City.*** The City of Appleton, WI.

***Contract Amendment.*** A change in the contract scope which results in a change in the amount payable to the contractor/consultant/vendor, either increasing or decreasing the amount due.

***Committee of Jurisdiction.*** A sub-committee of the Appleton Common Council with authority to hear and act upon a particular scope of subject matter.

***Contract.*** An agreement between two (2) or more parties to do something or provide specific goods or services.

***Contract Cost.*** Total cost of a contract, whether for one or more years.

***Contract with Contingency.*** This is a contract entered into for a specific dollar amount for a specific scope of work. A contingency amount is approved at the time of the contract approval with the contingency amount set aside for unforeseen conditions or design shortfalls identified after a construction project begins.

***Contractual Services.*** Includes, but may not be limited to: telephone, gas, water, electric light, power and heating services; towel and cleaning services; leases for grounds, buildings, equipment, office or other space required by the user department; and the rental, repair or maintenance of equipment, machinery or other property owned by the City.

***Council.*** The Common Council of the City of Appleton.

**Critical timing issues.** Critical timing issues are those where a decision must be made on a timely basis to avoid sources of significant costs.

**Department.** All agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

**Invitation for Bid (IFB).** The documents used to solicit bids from vendors.

**Lump Sum Contract.** A contract entered into for a specific dollar amount which will be paid for all of the work required by the contract, regardless of the actual costs incurred. A contract amendment will only be considered when there is either an increase or decrease in the scope of work required.

**Procurement Card.** A credit card issued by the City to an employee for the purpose of facilitating primarily low-cost purchases and to reduce associated administration.

**Professional Services.** Services, the value of which are substantially measured by the professional competence of the persons performing them and which are not susceptible to realistic competition by cost alone. Such services include, but shall not be limited to those customarily rendered by architects, engineers, surveyors, real estate appraisers, certified public accountants, attorneys, financial advisors, medical and social service providers, computer software applications, systems development/implementation, management and other consultants, promotional programs such as marketing and advertising, and such other specific services as determined by the Mayor or his/her designee.

**Project Upgrade.** A project upgrade is considered to be either a new item not necessary to the functioning of the project or a significant change in quality.

**Proposal.** A plan received from a vendor and the related cost of implementing the plan. Proposals are usually requested when the specifications or scope of the services needed cannot be adequately prepared to provide all prospective vendors a complete and accurate description of the work to be performed. Vendors are asked to propose their best solution to the needs defined in the solicitation. Proposals are often requested when soliciting costs for professional services, high-tech equipment, other specialized equipment and research and development expenditures.

**Public Construction.** Substantial repairs, remodeling, construction or other changes to any City-owned land or building (Wisconsin Statute §62.15).

**Quotation.** An informal type of bid received from a vendor offering to sell a product or service. The quotation will contain specified pricing, terms and conditions of sale. The quotation may be either in writing (including a price list or catalog) or verbal, depending upon the dollar value as outlined in IV.C (2) (3).

***Request for Proposal (RFP).*** All documents, whether attached or incorporated by reference, used for soliciting proposals for professional services.

***Request for Qualifications (RFQ).*** All documents, whether attached or incorporated by reference, used for soliciting statements of qualification for professional services.

***Request for Quotations (RFQ).*** A written request for informal bids or quotes.

***Service.*** The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than usual reports, materials or drawings which are the end result of and incidental to the required performance.

***Unit Price Contract.*** A contract in which a fixed sum is paid for each completed unit of work.

#### **IV. PROCEDURES**

##### **A. PURCHASING MANUAL**

The Purchasing Manager shall prepare and maintain a Purchasing Manual setting forth the authorized purchasing procedures and the rules and regulations in connection therewith which shall be approved by Council.

##### **B. DEPARTMENT SPECIFIC PURCHASES**

In order to take advantage of the technical expertise within the various City departments, department personnel will have the authority to purchase specialized items unique to their operations. The Purchasing Office will be available to serve in an advisory capacity. However, if the department wishes, the responsibility for the purchase of these specialized items may be turned over to the Purchasing Office. Certain departments employ individuals whose duties include routine purchasing of non-specialized goods and services. These individuals retain such authority at the discretion of the Finance Director, and shall execute their purchasing responsibilities in accordance with all provisions of this policy and under the general oversight of the Purchasing Office. The individual coordinating the purchase will be responsible for ensuring that all provisions of the Procurement Policy are followed. Upon request of the Purchasing Manager, departments will furnish copies of quotes and other documentation to show compliance with the procurement policy.

##### **C. PURCHASING AND CONTRACTING LEVELS**

Purchases of and contracts for supplies, materials, equipment and contractual services shall be based on competitive bids/quotations whenever practical subject to the following spending guidelines. However, for all purchases the Purchasing

Manager reserves the right to coordinate the purchase of like items where such purchase is beneficial and practical to the City.

- (1) *Purchases up to \$ 2,000* may be made based on the best judgment of the department making the purchase, except as section IV.D applies. However, it is recommended to seek competition for these purchases for the lowest prices within the parameters of quality and delivery. Accordingly, whenever making a purchase under \$2,000 the department is encouraged to seek competition from as many sources *as reasonable* to assure best price and delivery.
- (2) *Purchases of \$ 2,000 or more but less than \$ 7,500* require the solicitation of two (2) or more quotes, which may be written or verbal, but documented in either case. When verbal quotes are received, all pertinent details of the quote should be documented in writing by the department and retained on file.
- (3) *Purchases of \$ 7,500 or more* require that a minimum of three (3) written quotations be solicited. Additionally, any new contracts or agreements for services or equipment with an anticipated contract cost of \$ 25,000 or more require the recommendation of the Committee of Jurisdiction and the approval of the Common Council prior to execution. New contracts or agreements shall be defined as those which:
  - a. are for services or equipment procured on a special or one-time basis; or
  - b. are *not* for the renewal or reaward of existing, previously approved and budgeted, ongoing operational requirements (i.e., existing maintenance agreements, fuel, salt); or
  - c. are not defined by either (a) or (b), but have an anticipated total contract cost in excess of \$100,000 (i.e., janitorial services, uniforms, etc.)
- (4) *Public Construction Projects.* In accordance with Wisconsin Statute §62.15, all such projects for which the cost is expected to be greater than \$25,000 must be competitively bid. The City Attorney's Office will determine the applicability of this statute to individual projects.

The bidding and awarding processes are detailed in Wisconsin Statute §66.0901. All public works bids and staff recommendations shall be submitted through the Finance Committee for Common Council approval.

**D. STANDARD CONTRACTS**

When the Purchasing Manager has standardized the purchasing of a good or service and has issued standard purchase orders or contracts for these goods or services, such goods or services shall be purchased from the agreed upon vendor for the length of the agreement. Exceptions will be made only when the requisition clearly states the reason for which the standard item is unacceptable.

**E. COOPERATIVE PURCHASING**

The Purchasing Manager and other authorized City personnel shall have authority to join with other units of government, with quasi-government agencies funded in whole or in part by the City, and with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served.

Competitively bid cooperative purchasing contracts onto which the City "piggybacks" must contain language specifically allowing participation by other government agencies. They are considered to have met competitive requirements, and no additional quotes are necessary. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.

**F. PURCHASING FROM GOVERNMENT UNITS**

Materials, supplies, machinery and equipment offered for sale by the federal or state government or by any municipality may be purchased without bids at prices to be agreed upon between the Purchasing Manager and the respective department for which the item is to be acquired. Expert assistance for appraisal of such items may be employed at the discretion of the Purchasing Manager.

**G. SOLE SOURCE**

Purchases of goods or services under \$25,000 may be made without competition when it is agreed in advance between the department and the Purchasing Office that there is a valid reason to purchase from one source or that only one source is available.

For sole source purchases over \$2,000 but less than \$7,500, the department shall obtain verbal approval from the Purchasing Office, and document the reasons and agreement at the department level. The Purchasing Manager may suggest or assist in locating additional competitive sources.

- (1) For sole source purchases over \$7,500 but less than \$25,000, a written justification shall be forwarded to the Purchasing Manager, who will either concur with the sole source or assist in locating additional competitive sources.

- (2) Any sole source purchase of \$25,000 or more must have a recommendation by the Committee of Jurisdiction and an approval of the Common Council.
- (3) The use of the sole source exception to the competitive bidding process will expire on an annual basis.
- (4) A sole source purchase may be allowed when a needed item becomes available on a one-time basis at an "exceptionally advantageous" price. The buyer must be able to show that the purchase price of the item presents a unique and temporary opportunity for significant savings relative to its market value. Examples include auctions, used equipment offerings, liquidations, etc. Approval procedures G.(1) through G.(3) above still apply.

#### **H. EMERGENCY PURCHASES**

Any City department or agency may purchase in the open market, without filing a requisition or estimate, or receiving competitive bids, any supplies, materials or equipment for immediate delivery to meet emergencies arising from unforeseen causes. The following situations constitute an emergency under this provision of the policy:

- (1) Any situation in which there exists immediate and substantial danger to the health, life or property of any person or any situation in which there exists potential for increased damage to City property if the situation is not immediately remedied;
- (2) Any situation where the normal operation of any City department or Agency is seriously impaired or is in jeopardy of being seriously impaired; or
- (3) When the Mayor's Office declares an emergency.

#### **I. PURCHASE OF RECYCLED MATERIALS**

The Purchasing Manager will ensure that the average recycled content of all paper purchased by the City measured as a proportion, by weight, of the fiber content of all paper products purchased in the year is not less than those percentages specified in Wisconsin Statute §66.0131(3)(a)(2).

#### **J. PURCHASE ORDERS**

Purchase orders should be issued for all purchases of goods and services unless such payment is covered by an existing contract or other agreement. However,



purchase orders should not be issued when a City issued procurement card is used to facilitate the purchase.

**K. PROCUREMENT CARDS**

A City issued procurement card should be used whenever practicable for purchases of low dollar items (\$1,000 or less) in accordance with the limitations imposed on the cardholder and following the City's procurement card use policies. Authorized transactions greater than \$1,000 are still subject to the quote requirements of this policy. See the City of Appleton Procurement Card Policy for complete rules of use.

**L. SERIAL CONTRACTING**

No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing a series of purchase orders to the same vendor for the same commodity or service in any 90-day period in order to avoid the requirements of the Procurement Policy.

**M. APPROPRIATIONS**

All purchases shall be made in accordance with the appropriations (budgets) that have been approved by the Council for the operation of the respective City departments. The responsibility for not exceeding existing appropriations rests with the department head making the requisitions or purchases. Contracts or agreements extending beyond one year should contain language allowing for termination in the event funding is not appropriated in subsequent fiscal years.

**N. LOWEST RESPONSIBLE BIDDER AND BEST VALUE CONCEPT**

All open market orders or contracts shall be awarded to the lowest priced responsible bidder taking into consideration the following factors: the qualities of the articles to be supplied; conformity with specifications; product compatibility; maintenance costs; vendor support after the purchase, and delivery terms. Where appropriate, life cycle costing or TCO (total cost of ownership) concepts should be used to determine and evaluate cost components beyond the base purchase price.

If two or more qualified bids are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder. Where this is not practical, the contract will be awarded to one of the bidders by drawing lots in public.

**O. CONTRACT APPROVAL**

Contract recommendation by Committee and approval by Council shall be approved with the following language:

**Lump sum or unit price contract:**

Award "Project Name" to "Vendor" in an amount not to exceed \$XX,XXX.XX.

**Contract with contingency:**

Award "Project Name" to "Vendor Name" in the amount of \$XXX,XXX with a XX% contingency of \$XX,XXX for a project total not to exceed \$XXX,XXX.

**P. CHANGE ORDER PROCEDURE**

Change orders to contracts shall be governed by this procedure, unless an exception to the procedure has been previously approved by Council. This procedure may be modified by the Common Council and Committee of Jurisdiction for larger Public Construction contracts. Under no circumstances shall a change order be split to fall within a desired category. Where feasible, critical timing issues may be addressed by scheduling a special committee meeting. Emergency actions affecting the health or safety of the community will be addressed in accordance with the existing emergency policy.

**(1) EXPLANATION**

- a. All Change Order approval requests will include a brief description of the change being made and the reason supporting the need for the change.

**(2) CHANGE ORDER APPROVAL**

- a. For projects with a contracted cost less than \$500,000, Change Orders of less than \$15,000 within contingency may be approved by the department head, and the item brought to the Committee of Jurisdiction as an informational item prior to issuing final payment.
- b. On projects with a contracted amount of \$500,000 or greater, Change Orders for less than \$50,000 within contingency, may be approved by the department head. The Change Order shall be reported out to the Committee of Jurisdiction as an informational item at its next regularly scheduled meeting or within thirty (30) days, whichever is sooner. Additionally, a project summary detailing the total cost of the project,

including Change Orders, shall be reported as an informational item to the Committee of Jurisdiction prior to issuing final payment.

- c. All Change Orders not included in either of the paragraphs above must be recommended by the Committee of Jurisdiction and approved by the City Council prior to the contractor being authorized to begin work.
- d. If approval of the Change Order results in the contract amount exceeding the remaining contingency and/or the project budget, recommendation of the contract amendment must be obtained from the Finance Committee, Committee of Jurisdiction, and approved by the Common Council prior to beginning any work under the Change Order.
- e. If, in the determination of the Mayor, the work called for under a proposed Change Order is a Critical Timing situation, the Change Order may be authorized by the Mayor, in consultation with Department Head and Director of Finance. Any such approval shall be reported to the Common Council as an informational item at its next regularly scheduled meeting or within thirty (30) days, whichever is sooner.

(3) REPORTING

- a. Change orders required to be recommended by Committee and approved by Council shall be submitted to Committee with the following language:

**Change Order within contingency:**

Approve Change Order # X to contract XXXXXX for "Project Name" to increase (decrease) for "description of why" in the amount of \$XX,XXX resulting in a(n) decrease (increase) to contingency from \$XX,XXX to \$XX,XXX. No change to overall contract amount.

**Change Order outside of contingency:**

Approve Amendment and Change Order # X to contract XXXXXX for "Project Name" to increase for "description of why" in the amount of \$XX,XXX resulting in a(n) decrease (increase) to contingency from \$XX,XXX to \$XX,XXX. Overall contract increased from \$XXX,XXX to \$XXX,XXX. (THIS MAY REQUIRE A BUDGET ADJUSTMENT IF

PROJECT BUDGET IS EXCEEDED – IF BUDGET  
ADJUSTMENT REQUIRED, IT MUST ALSO BE  
CONTINGENT UPON FINANCE COMMITTEE  
APPROVAL OF FUNDING.)

- (4) Change Orders not required to be recommended by Committee and approved by Council shall be reported out informationally to the Committee of Jurisdiction prior to the Finance Department issuing final payment.

## **Q. PROCUREMENT OF SERVICES**

Whenever practical, the purchase of all services should be based on competitive bids/quotations/proposals subject to the spending guidelines noted in Procedure IV(C) of this policy. This includes, but is not limited to, the following categories of services:

***Professional Services.*** Consulting and expert services provided by an organization or individual.

***Contractor Services.*** The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance.

***Client Services.*** Those services provided directly to individuals on behalf of the City.

***Construction Services.*** Services provided in the construction of roads, buildings or other infrastructure.

***Technology Services.*** Services provided in the design, development, installation, and/or operation or maintenance of automated computer systems, including hardware and software.

If it is estimated that the service being solicited has a total cost of over \$ 25,000 and the value of the service is substantially measured by the professional competence of the providers rather than cost alone, it is recommended that a Request for Proposal (RFP) or Request for Qualifications (RFQ) be used to solicit vendor responses. The Purchasing Office is available to assist in these situations.

Exceptions to competition for procurement of services shall only be made in accordance with the City's Sole Source policy (see section IV.G.).

## **R. PROHIBITED BUSINESS TRANSACTIONS**

- (1) Employees are not allowed to participate directly or indirectly in a purchase when the employee, or a member of the employee's family, has a financial interest in the purchase or the employee, or a member of the employee's family, is negotiating or has an arrangement concerning prospective employment with the supplier.
- (2) Purchases for services or goods should not be made from employees of the City unless the employee can be considered an independent contractor as defined by the Internal Revenue Service.
- (3) Employees of the City are not allowed to use City negotiated discounts or the City's tax exempt status to purchase goods or services for their own personal use or gain. Employee discount programs offered by vendors may be used by employees only when the discount is available to all City employees regardless of position, and is also offered to other organizations or companies of similar size.
- (4) The City of Appleton Code of Conduct Policy shall be referenced regarding receipt of gifts. Employees who receive offers of gifts or other improper attempts to influence purchasing decisions should report this to their supervisor and/or the Purchasing Manager, who will in turn consult with the City Attorney's Office to determine the appropriate course of action.

#### **S. SURPLUS OR OBSOLETE SUPPLIES OR EQUIPMENT**

Disposal of City-owned supplies or equipment that are no longer required or serving a useful purpose shall be handled in a manner that is:

- economically feasible;
- in compliance with all applicable laws, regulations and policies;
- environmentally responsible; and
- deemed to be in the best interest of the City.

Departments should contact the Purchasing Manager for assistance in determining the most appropriate and beneficial method of disposal. There are several approved methods for disposal of surplus, including:

- 1) A live auction conducted by the City or other government agency;
- 2) Internet-based auctions or selling tools (i.e., eBay);
- 3) Sale to the general public via advertised, sealed bidding;
- 4) Trade-in on new supplies or equipment;
- 5) Transfer to another City department;
- 6) Direct sale to an interested firm or individual;

- 7) Donation to approved non-profit organizations;
- 8) Sale, trade, transfer or donation to an outside publicly funded agency;
- 9) Recycling and/or sale as scrap;
- 10) Discarding as trash; and
- 11) Other methods which may be recommended on a case by case basis by the Finance Committee and approved by the Common Council, or the Library Board.

Which method of disposal is most appropriate will depend upon several factors, including:

- The condition, location and physical characteristics of the item(s);
- The amount of time, effort, administration and expense required for the method relative to the potential value received;
- The public benefits and/or liabilities associated with the method.

The City will assign one or more Auction Administrators to facilitate sale by auction when appropriate. He or she shall assist departments in selecting an auction type and venue, establish procedures and responsibilities and conduct online auctions.

Disposing of items or groups of items with an estimated value of \$500 or more using methods other than 1 through 5 in the approved methods list above shall require a recommendation of the Finance Committee and approval by the Common Council. Exception: method #6 (direct sale) may be used at the discretion of the Department, with agreement of the Purchasing Manager, on direct sale of items up to \$2500 to an interested firm or individual, when it is determined that one or more of the following is true:

- the item is so specialized that broader interest is unlikely;
- due diligence in locating other interested parties has been done;
- a pending offer for the item is deemed so advantageous that the City's best interest is only served by its timely acceptance.

For items or groups of items with an estimated value of less than \$50, departments may, at their discretion, utilize any of the approved methods listed, provided the disposal meets the general criteria listed at the beginning of this section. For estimated values over \$50, departments should contact the Purchasing Manager for assistance in determining the most appropriate and beneficial method of disposal.

All proceeds received from the sale of City surplus property shall be reported and delivered to the Accounting Manager of the Finance Department for deposit and application to the proper account(s).

City owned supplies or equipment shall not be taken by, given to, or sold to City employees except by public auction or competitive bidding, regardless of their apparent value or condition, unless a specific exception is granted by the Common Council.

**T. INSURANCE REQUIREMENTS**

A vendor's Certificate of Insurance is required in conjunction with many contracts for services or goods. A valid certificate must be received and approved by the Risk Management office prior to executing or beginning performance under the contract. Employees can check if a vendor has a Certificate of Insurance on file by accessing the Metafile system. Additionally, employees should consult with Risk Management when developing RFPs and IFBs to determine the appropriate levels of insurance and include the requirements as part of the solicitation documents.

**U. OPEN RECORDS/PUBLIC INFORMATION**

With few exceptions, records related to governmental purchasing are subject to public access under Wisconsin's Open Records Law. This includes, but is not limited to, quotes, bids, proposals, purchase orders and related correspondence. While employees may ask that open records requests be made in writing, the requestor is not required to do so.

- (1) When conducting public bid openings, the names of the bidders and certain bid details, including price shall be read aloud. In the case of proposal (RFP) openings, only the names of the proposers shall be read aloud. In either case, copies of the bids or proposals are not made available, nor is inspection of the documents permitted, until contract award has been submitted for recommendation to the Committee of Jurisdiction.
- (2) Vendors requesting confidentiality of their quotes, bids, proposals or portions thereof must identify the confidential materials as such and state the specific, legitimate reason(s), i.e., trade secret, propriety customer list.
- (3) Questions regarding compliance with an open records request should be referred to the City Attorney's Office. Also consult the City of Appleton Public Records Policy for more detail.

**V. INFORMATION TECHNOLOGY RELATED EQUIPMENT AND SUPPLIES**

In order to ensure compatibility and maintain standards for the City's information systems, all purchases of information technology equipment, supplies and

services must be initiated by and acquired through the Information Technology (IT) Department. This includes, but is not limited to, computers, software, printers, copiers, inks, toners, repair parts, support and maintenance services, telephone equipment, scanners or any peripheral device which interfaces with any part of the City's information systems. IT staff should be the primary vendor point of contact for all information technology needs. In turn, the IT Department is responsible for adhering to the provisions of this policy when conducting such procurement activities.

#### **W. VALLEY TRANSIT**

Procurement activities by or for Valley Transit are subject to the provisions of the Federal Transit Administration "Appendix A of Procurement Policies." A current version of this Appendix is available upon request to Valley Transit Administrative Services. The Appendix and its certifications, affidavits, and other requirements must be incorporated into all formal solicitation documents when the procurement is funded in whole or in part with federal monies. In addition, agencies issuing paratransit service contracts through Valley Transit will complete a procurement checklist, attach the appropriate documentation and submit it to the Valley Transit General Manager or his/her designee for review to ensure federal compliance.

#### **X. LOCAL PROCUREMENT**

Since there are often cost and service related advantages associated with buying from local sources, the Common Council has adopted the following resolution:

"Resolved, that where not prohibited by law, the City of Appleton include in the evaluations of all bids, proposals and quotations for goods and/or services (except public construction) where the value of such goods or services is expected to exceed \$5,000, evaluation criteria which favorably and accurately assess the relevant cost and service advantages of procurement from local sources. Where point based systems are used for proposal evaluation and award, the points available for this purpose shall be determined prior to proposal opening and shall not exceed 5% of the total points available."

The Purchasing Manager is available to assist departments in applying this policy resolution to specific procurement situations. Note regarding Valley Transit: The Federal Transit Administration has ruled that this resolution is a prohibited geographical preference which may not be applied when the procurement will be funded in whole or in part with federal monies.

#### **Y. OWNER DIRECT PURCHASING**

Owner direct purchasing refers to a tax exempt entity (City) directly buying and furnishing materials, equipment or components of a construction project to the contractor in order to save the sales tax that contractor normally would have paid



and included in their bid. While this method can be advantageous in certain cases, it also can be administratively complex and present risks that could offset the intended savings. Generally, owner direct purchasing should only be considered when:

- (1) The estimated sales tax savings exceeds \$1,000;
- (2) The item(s) to be directly purchased can be easily identified, quantified and separated from the bill of materials;
- (3) The original bid request documents, contractor's bid, and the resulting contract specifically provide for the direct purchase; and
- (4) Established administrative procedures are followed in the execution of the direct purchase. Contact the Purchasing Manager to obtain a copy of the procedures. The City Attorney's Office should be consulted on any legal questions or issues that could potentially impact the process.

The owner direct purchasing process does not relieve the City from other applicable requirements of the Procurement Policy; for example, documentation of quotes or bids for the item(s) purchased, sole source justification, Common Council approval, etc., as well as compliance with State Statutes regarding public construction projects.

## **Z. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

The City of Appleton recognizes that it is a large consumer of goods and services. All of its purchases have an environmental impact resulting from the combined effects of a product's manufacture, use and disposition. By including environmental considerations in purchasing decisions, along with traditional concerns of price, performance and availability, the City will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, conserve natural resources, and reward manufacturers and vendors that reduce the adverse environmental impact of their production and distribution systems.

"Environmentally preferable" goods and services have reduced adverse effects on human health and the environment when compared with competing products and services that serve the same purpose. This comparison considers all phases of the product's life cycle, including raw materials, manufacturing, packaging, distribution, operation, maintenance and disposal, including potential for reuse or ability to be recycled.

When determining whether a product is environmentally preferable, buyers should consider attributes including, but not necessarily limited to, the following:

Bio based	Biodegradable
Carcinogen-free	Chlorofluorocarbon (CFC) –free
Compostable	Durable
Energy or fuel efficient	Heavy metal free (i.e., no lead, mercury, cadmium)
Less hazardous	Locally manufactured (less transportation)
Organic	Low-toxicity
Recycled content	Low volatile organic compound (VOC) content
Reduced packaging	Not persistent, bio-accumulative toxic (PBT)
Reduced greenhouse gas emissions	Refurbished
Reusable	Upgradeable
Multi-use	Water efficient
Certified (i.e., Green Seal, EcoLogo, Energy Star, EPEAT).	

Nothing in this policy shall be construed as requiring a buyer to procure products that do not perform adequately for their intended use, that exclude adequate competition, or are not available at a competitive price or in a reasonable period of time. However, when substantive, measurable environmental advantages can be identified for a product, any associated cost savings over the life cycle of the product should be considered when evaluating price.

#### **AA. DOCUMENT RETENTION**

Procurement-related documents shall be retained by the originating department as follows:

Bids, proposals and quotations (successful) –  
Seven (7) years from contract expiration

Bids, proposals and quotations (unsuccessful) –  
Two (2) years from award of contract

Purchase orders and related requisitions and invoices –  
Seven (7) years from date of completion

Procurement card purchase receipts, statements and related documents –  
Seven (7) years from date of transaction

Ref: Appleton Municipal Code Sec. 2-1(a)(8)

#### **BB. BONDING AND LEGAL REVIEW**

- (1) The Purchasing Office along with the City Attorney's Office shall have the authority to require a performance bond or other similar

instrument of surety in such amount as is reasonably necessary to protect the best interest of the City before entering into a contract.

- (2) Contracts must be approved as to form and sufficiency by the Office of the City Attorney, and routed for signatures in accordance with the City of Appleton Contract Routing procedure, as follows:

- a) City Attorney
- b) Mayor
- c) Finance Director
- d) HR/Risk (review insurance requirements)
- e) City Clerk (filing of one original document)

## **CC. PAYMENTS IN ADVANCE**

The City's policy is to avoid making advance (down) payments whenever practicable, except under certain conditions and with proper approval. When a vendor insists upon advance payment(s) prior to shipment or performance, the department shall submit a written request to the Finance Director or designee, including the amount requested, and the reason(s) why the purchase from the requesting vendor is necessary. The Finance Department will investigate and advise whether the payment may be made, taking into account any factors which may impact the City's financial interest.



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

## MEMORANDUM

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TO: Appleton Redevelopment Authority

FROM: Matt Rehbein, Economic Development Specialist

DATE: March 14, 2018

RE: Contract for Demolition and Soils Remediation at 222 N. Oneida Street in Appleton, WI

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The Appleton Redevelopment Authority (ARA) acquired the property at 222 N. Oneida Street in Appleton on December 21, 2017.

The property is currently vacant; staff has been preparing for demolition of the property and working with OMNNI Associates, Inc. to prepare a plan to address environmental contaminants on-site that will be satisfactory to the Wisconsin Department of Natural Resources.

As part of the preparation for demolition and remediation, four contractors were invited to respond to a Request For Quotations (RFQ attached) on February 19, 2018. Two responses were received on March 7, 2018. Both were responsive and comprehensive in scope and close in overall cost. Staff has reviewed both proposals and clarified approach and cost to both. The recommended proposal includes abandonment of sanitary and water laterals.

600 cubic yards of contaminated soil is estimated based on testing completed by OMNNI to date. Both proposals provide unit pricing should the actual amount of contaminated soil requiring removal be above or below 600 cubic yards, the recommended proposal is over 35% less in removal and transport costs should there be excess contaminated soil identified. To ensure continuation of operations should there be additional contaminated soil identified, staff is seeking a contingency of 20%.

Tipping fees are not included in either of the proposals. Staff did a comparison of tipping fees for the Waste Management facility in Whitelaw, WI and Outagamie County. The Whitelaw facility was least expensive with an estimated cost (based on 600 cubic yards of soils) of \$24,400 compared to \$33,475 at Outagamie County. Tipping fees will be paid directly to the facility by ARA (similar to DNR fees). There are sufficient funds within the 2018 Appleton Redevelopment Authority budget to complete this work.

Staff Recommendation:

Award the proposed contract to demolish the office building, remove the parking lot, haul contaminated soils to the Whitelaw facility, fill the site and topsoil/seed the site located at 222 N. Oneida Street to Gene Frederickson Trucking & Excavating, Inc. in the amount of \$72,919.00 with a 20% contingency of \$14,583.80 for a project total not to exceed \$87,502.80 **BE APPROVED.**

**APPLETON REDEVELOPMENT  
AUTHORITY (ARA)**

**REQUEST FOR QUOTATION**

**DEMOLITION OF OFFICE BUILDING,  
REMOVAL OF PARKING LOT AND  
REMOVAL OF CONTAMINATED SOILS  
222 N. ONEIDA ST. APPLETON, WI**

**February 19<sup>th</sup>, 2018**

**PROJECT DETAILS FOR  
DEMOLITION AND CONTAMINATED SOIL REMOVAL AT 222 N. ONEIDA ST.  
APPLETON, WI**

The City of Appleton Redevelopment Authority is seeking proposals to demolish the structure, remove the parking lot, haul, fill, grade and seed the property at 222 N. Oneida St., Appleton, WI. The property and structures are owned by the Appleton Redevelopment Authority.

**SCOPE OF WORK**

1. Demolish the approximately 9,600 square foot, 2 story office building
2. Remove parking lot and excavate areas of VOC and PAH contaminated soil as indicated on Exhibit A.
3. Remove and dispose of all debris from demo and parking lot.
4. Dispose of any contaminated soils as appropriate (Addressed below that contaminated soils will get transported to a licensed landfill).
5. Remove and dispose of foundations
6. Fill as needed for proper drainage, grade and seed site\*

\*If fill is needed, the City has approximately 3,000 cu/yds of clay in the Southpoint Commerce Park in the City of Appleton that is available free of charge (hauling and tracking pads at site of removal responsibility of contractor)

**ADDITIONAL DETAILS**

1. Contractor responsible for all permits
2. All contents to be disposed of by contractor
3. Any items salvaged from the project shall become property of the contractor
4. Contractor to coordinate with OMNNI Associates to ensure compliance with the following testing/investigation:
  - a. During demolition of excavation, contractor to provide up to 5 test pits in the parking lot area for OMNNI to investigate subsurface conditions.
  - b. Contractor to provide OMNNI a three business day notice prior to conducting test pits and/or excavation in the areas of the contaminated material. OMNNI must be on-site for those activities to commence.
5. Please break down the quotes as specified below:
  - a. Above mentioned scope of work for the demolition of building, foundations and parking lot, fill, grade and seed of site.
  - b. Identify as line item, cost for the removal, transport, disposal of contaminated soils to the Outagamie County Landfill (Transport via DNR Licensed truck)
    - There is a potential for up to 600 yards of contaminated soil to be removed.
    - Contractor to provide weigh tickets from landfill to OMNNI personnel.
    - City of Appleton to pay all tipping fees for the material and is not to be considered to be part of this project.

## PROJECT SCHEDULE

1. Completed Proposals are due by 3:00 p.m. on Wednesday, March 7, 2018 to:

Matt Rehbein  
City of Appleton  
Department of Community/Economic Development  
100 N. Appleton Street  
Appleton, WI 54911

Electronic copy is acceptable and should be sent  
to [matthew.rehbein@appleton.org](mailto:matthew.rehbein@appleton.org)

2. Tour/inspection of the property available to proposing parties. Please contact Matt Rehbein for access details. Staff can be available to answer questions.  
-For questions specific to coordination with OMNNI and soil remediation/testing coordination, please contact:

OMNNI  
Chris Rogers, Project Manager/Hydrogeologist  
920.830.6331  
[Chris.Rogers@OMNNI.com](mailto:Chris.Rogers@OMNNI.com)

3. All work shall be completed by May 1, 2018.

## INSURANCE REQUIREMENTS

Contractor shall submit a Certificate of Insurance meeting requirements of the attached Exhibit A within 5 business days of quote acceptance by City of Appleton.

## ADDITIONAL INFORMATION

Please direct any questions to Matt Rehbein at (920) 832-6463 or [matthew.rehbein@appleton.org](mailto:matthew.rehbein@appleton.org). We look forward to hearing from you.





**IR 4.1 – Razing or Moving Buildings or Material**  
**City of Appleton**  
**Insurance Requirements**

**Project:** \_\_\_\_\_

The contract or purchase order is not considered approved and the Contractor shall not commence work until proof of the required insurance has been provided to the applicable department for the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time specified in the contract or listed below, whichever is longer.

**1. INSURANCE REQUIREMENTS FOR CONTRACTOR**

**Commercial General Liability** coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- Each occurrence limit ..... \$1,000,000
- Personal and Advertising Injury limit..... \$1,000,000
- General aggregate limit (other than products/completed operations) **per project**..... \$2,000,000
- Products/Completed Operations aggregate ..... \$2,000,000  
*NOTE: Coverage must be carried for two years after acceptance of completed work.*
- Fire Damage limit – any one fire.....\$50,000
- Medical Expense limit – per person .....\$5,000
- Watercraft Liability Protection & Indemnity coverage  
**IF** the project includes the use or operation of any watercraft ..... \$1,000,000

**Automobile Liability** coverage at least as broad as Insurance Services Office Business Automobile Form with \$1,000,000 minimum limits combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 - “Any Auto” basis.

**Workers’ Compensation** as required by the State of Wisconsin and employers liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.

**Umbrella Liability** coverage at least as broad as the underlying commercial general Liability, watercraft liability (if required), automobile liability and employers liability, with a minimum limit of

- Each occurrence ..... \$2,000,000
- Aggregate..... \$2,000,000
- Maximum self-insured retention.....\$10,000

**Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and slung cargo **if** the project includes the use or operation of any aircraft, drone or helicopter.

**Builder's Risk/Installation Floater/Contractor's Equipment or Property: If applicable** the contractor is responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the contractor or its subcontractors or are to be built, installed or erected by the contractor or subcontractors.

**Bond Requirements:** Per Municipal Code Sec. 4-207

- **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount of \$5,000 or the amount stipulated in the City of Appleton's Municipal Code Section 4.
- **Acceptability of Bonding Company:** The Permit Bond shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

## 2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS/SUB-SUB CONTRACTORS

- **Primary and Non-Contributory requirement – All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Appleton.**
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- **Additional Insured Requirements: The City of Appleton, and its officers, council members, agents, employees and authorized volunteers must be named as additional insureds on all liability policies for liability arising out of project. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**

- Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work and shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of Appleton. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure or its equivalent must also be provided.**

### **3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR**

All subcontractors shall be required to obtain Commercial General Liability (Watercraft liability if applicable), Automobile Liability, Workers' Compensation and Employers Liability, (Aircraft liability if applicable) insurance as broad and with the same limits as required per Contractor insurance requirements in Section 1.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
REQUIREMENTS CONTINUE ON FOLLOWING PAGE

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

☐

**Bond Requirements**

- **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
- **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
- **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.

☐

**Property Insurance Coverage** to be provided by the Contractor

- The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
- Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
- Coverage will be on a **Replacement Cost basis**.
- The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
- Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
- Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
- Coverage must include testing and start up.
- Coverage must include boiler and machinery if the exposure exists.
- Coverage must include engineers' and architects' fees.
- Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
- The policy must cover/allow partial utilization by owner.
- Coverage must include a "waiver of subrogation" against any named insureds or additional insureds.
- Contractor is responsible for all deductibles and coinsurance penalties.

- ☐ **Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**
  - Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
  - Limits of Liability:
    - \$500,000 each loss for bodily injury, property damage, environmental damage
    - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
  - Deductible must be paid by the Contractor, consultants/engineers
  - The City of Appleton, its Council members and employees must be Additional Insureds
  - The policy must also cover subcontractors
  - Specify if “Wrongful Delivery” is covered
  - Must cover motor vehicle loading and unloading and show on Certificate of Insurance
  - Certificate of Insurance must state:
    - If the policy is an Occurrence or a Claims Made Form
    - If the defense costs reduce the limit of liability
    - If the policy covers motor vehicle loading and unloading claims
    - If there is an underground storage tank or a super fund exclusion
    - If there is a Contractual Liability Exclusion
    - If Bodily Injury includes mental anguish and emotional distress
- ☐ **Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo **IF** the project includes the use or operation of any aircraft, drone or helicopter.
- ☐ **Watercraft liability protection and indemnity coverage** to be provided by the Contractor

E FRANKLIN ST

N ONEIDA ST



### Map Description



Approximate Location of  
Proposed Test Pits



Approximate Limits of  
Excavation for  
Contaminated Material

0 15 30  
Feet



ONE SYSTEMS DRIVE PHONE (920) 735-6900  
APPLETON, WI 54914 FAX (920) 830-6100



### 222 N. ONEIDA STREET DEMOLITION

Exhibit A. Excavation Limits of  
Contaminated Soil and Test Pit Locations.

Project Manager:  
Project Engineer:  
Drawn By: JCW  
Checked B

Date: 11/6/2017

SCALE:  
1" = 15'

PROJECT NO.  
**N2214G17**

FIGURE NO.  
**A-1**

**Gene  
Frederickson  
Trucking & Excavating, Inc.**

4450 Fieldcrest Drive  
Kaukauna, WI 54130  
Ph 920-766-1100 Fax 920-766-3788  
www.gftexc.com

## Revised Proposal

March 9, 2018

City of Appleton  
Matt Rehbein  
100 N. Appleton St.  
Appleton, WI 54911

Project: Complete Razing Services as it Pertains to the Structure Located at:  
222 N. Oneida St., Appleton, WI

### Description

1. Obtain razing permit from the City of Appleton
2. Contact Diggers Hotline to mark the public utilities
3. Raze the above listed structure in its entirety
4. Load, haul and dispose of debris at a state approved facility
5. Remove foundations, sidewalks and slab on grade concrete; haul off site to be recycled
6. Abandon sanitary sewer and water laterals at the property line (back of sidewalk); further abandonment (if required) will be an extra charge
7. Furnish, place and compact suitable fill material in the basement area to bring the elevation up to match existing grade
8. Remove and dispose of parking lot asphalt and 4" of stone base
9. Excavate and backfill (5) test holes for Omni Engineering
10. Furnish and place 4" of topsoil in all disturbed areas and seed, fertilize and mulch

**TOTAL \$57,694.00**

### Alternate #1

1. Excavate, load and haul contaminated soils to the Outagamie County Landfill with DNR licensed trucks (tipping fee by the City of Appleton) – add \$6.95 per ton
2. Furnish, place and compact suitable fill back in contaminated over excavation area – add \$8.50 per cu. yd.

### Alternate #2

1. Excavate, load and haul contaminated soils to the Waste Management Landfill in Whitelaw, WI with DNR licensed trucks (tipping fee by the City of Appleton) – add \$11.25 per ton (Estimate \$10,125)
2. Furnish, place and compact suitable fill back in contaminated over excavation area – add \$8.50 per cu. yd. (Estimate \$5,100)



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*Note:* Gene Frederickson Trucking & Excavating, Inc. makes every effort to salvage, recycle or sell all items and materials of value; that scrap value was taken into consideration when preparing this proposal so Gene Frederickson Trucking & Excavating, Inc. becomes the sole owner of the building and its contents at the signing of this proposal

*Exclusions:* Asbestos inspection or abatement • Erosion control plan • Costs associated with unforeseen underground utilities or underground storage tanks • Excavation, disposal or handling of contaminated or hazardous materials • No sidewalk repair or replacement • No removal of existing storm sewers (storm sewers to be kept in use) • Anything not specifically stated in this proposal

Gene Frederickson Trucking & Excavating, Inc. thanks you for the opportunity to be of service. Please feel free to visit our website at: [www.gftexc.com](http://www.gftexc.com).

Sincerely,  
Grant Fulcer, Estimator/Project Manager  
Ph: 920.766.1100 Fax: 920.766.3788  
[grant@gftexc.com](mailto:grant@gftexc.com)



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#### CONTAMINATION CLAUSE

No allowance has been made for the encounter of any hazardous or contaminated material. Owner shall accept all responsibilities for, and cost of, any and all special testing, monitoring and hauling to an approved landfill, or any other problems whatsoever that may arise with respect to contaminated or hazardous material. Owner shall obtain permission from the landfill owner to deposit contaminated and hazardous materials in the landfill. Any landfill fee required for the deposition of contaminated and hazardous materials shall be borne by owner.

Owner shall defend, indemnify and hold Gene Frederickson Trucking & Excavating, Inc., harmless with respect to any and all liability whatsoever related to any materials excavated and or hauled by Gene Frederickson Trucking & Excavating, Inc., from the job location, which are determined at any time to have been contaminated or hazardous in any way whatsoever.

#### SOIL COMPACTION TESTING

No allowance has been made for the cost of soil compaction testing unless specifically stated in our proposal. Owner shall pay all such costs incurred.

#### DEWATERING COSTS

No allowance has been made for the cost of any de-watering unless specifically stated in our proposal. Owner shall pay all such costs incurred.

#### UNDERGROUND OBSTRUCTIONS

No allowance has been made for the cost of the encounter of any underground obstructions including rock, utilities or any other material or item unless specifically stated in our proposal. Owner shall pay all such costs incurred.

#### LIEN RIGHTS NOTICE

#### **TO OWNER IF GENE FREDERICKSON TRUCKING & EXCAVATING, INC. IS PRIME CONTRACTOR:**

"As required by the Wisconsin Construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid."

**FUEL, OIL, LUBRICANT AND MATERIAL SURCHARGES may be added if supplier pricing increases significantly from the time of contract origination.**

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We proposed hereby to furnish material and labor - complete in accordance with above specifications - for the sum of:

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All material is guaranteed to be as specific. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner/contractor to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance. Owner/contractor agrees to pay a finance charge of 1 1/2% per month on any of our invoices unpaid after 10 days from date of receipt. This proposal is subject to the lien terms contained on the reverse side.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted  
within \_\_\_\_\_ days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



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# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Minutes - Final Appleton Redevelopment Authority Exhibition Center Advisory Committee

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Tuesday, March 6, 2018

1:00 PM

Council Chambers

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1. Call meeting to order

**Meeting called to order at 1:03 p.m.**

2. Roll call of membership

*Dearborn arrived at 1:12 p.m.*

**Present:** 12 - Kuen, Wilde, Gifford, Van Laanen, Seidl, Harkness, Buckingham, Chairperson Hanna, Reader, Dearborn, Stankowski and Rugland

**Excused:** 6 - Kaufert, Batley, Meyerhofer, Vanden Berg, Benz and Downs

*Others present:*

*Linda Garvey, Radisson Paper Valley Hotel*

3. Approval of minutes from previous meeting

[18-0311](#)

ARA Exhibition Center Advisory Committee Minutes from 1-3-18

**Attachments:** [ARA Exhibition Center Advisory Committee Minutes 1-3-18.pdf](#)

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

**Aye:** 9 - Kuen, Wilde, Gifford, Van Laanen, Seidl, Buckingham, Reader, Stankowski and Rugland

**Excused:** 7 - Kaufert, Batley, Meyerhofer, Vanden Berg, Dearborn, Benz and Downs

**Recused:** 2 - Harkness and Chairperson Hanna

4. Public Hearings/Appealances

[18-0312](#)

Any Public Participation

**There was no public participation.**

5. Action Items

6. Information Items

[18-0314](#) Fox Cities Exhibition Center booking summary provided by Linda Garvey of the Radisson Paper Valley Hotel

**Attachments:** [FCEC Advance Booking Summary as of February 2018.pdf](#)

**This Presentation was presented and discussed.**

[18-0316](#) Reappointments to ARA Exhibition Center Advisory Committee

**Attachments:** [ARA Exhibition Center Advisory Committee 2016 Appointments-Feb 2018.pdf](#)

**This Presentation was presented.**

[18-0313](#) Fox Cities Exhibition Center financing

**This Presentation was presented.**

[18-0315](#) Upcoming Meeting Dates and Times  
Tuesday, May 1, 2018 at 1:00 p.m.  
Tuesday, July 10, 2018 at 1:00 p.m.  
Tuesday, September 4, 2018 at 1:00 p.m.  
Tuesday, November 6, 2018 at 1:00 p.m.

**This Presentation was presented.**

7. Adjournment

**Kuen moved, seconded by Seidl, that the meeting be adjourned at 1:32 p.m.**

**Roll Call. Motion carried by the following vote:**

**Aye:** 10 - Kuen, Wilde, Gifford, Van Laanen, Seidl, Buckingham, Reader, Dearborn, Stankowski and Rugland

**Excused:** 6 - Kaufert, Batley, Meyerhofer, Vanden Berg, Benz and Downs

**Recused:** 2 - Harkness and Chairperson Hanna