

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, April 7, 2015 ***5:00 P.M.*****

LOCATION: **Germantown Village Hall Board Room**

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **ROLL CALL:** Chairman Kaminski, Trustees Zabel, Vanderheiden and Warren
- III. **APPROVAL OF MINUTES:** March 3, 2015
- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- V. **UNFINISHED BUSINESS:**
 - A. Resident Request for Sidewalk Fronting BP, BMO Harris & Columbia St. Mary's Properties
 - B. Development of Private Property Inflow & Infiltration Policy
 - C. Award of Contract – 2015 Roads Project & Alt Bauer Park Pathway/Basketball Court
- VI. **NEW BUSINESS:**
 - A. Consideration of a Utility Credit – W147 N9838 Rimrock Road
 - B. Authorization to Purchase – Trackless Sidewalk Tractor
 - C. Authorization to Purchase - Used Pickup Truck
 - D. Authorization to Contract – WDOT Salt Bid – 2015/2016
 - E. Approval of Contract – Shallow Well Exploration Test Boring
 - F. Consideration of Invoice – Seiler Instrument & Mfg. Maintenance Agreement
 - G. Approval to WDOT Paving Project – Holy Hill Road
 - H. Approval of Permanent Easement – WE Energies Gas Pipeline
 - I. Award of Contract – Sealcoat Projects
 - J. Approval of Change Order – R.A. Smith-Donges Bay Road Design Contract
- VII. **ANNOUNCEMENTS:**

The Next Public Works Committee Meeting will be held **Tuesday, May 6, 2015 @ 5:00 p.m.**
- VIII. **ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

*** Notice is given that a majority of the Village Board may attend this meeting to gather information about an agenda item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

March 3, 2015
Village Hall Board Room

CALL: Chm. Kaminski called the meeting to order at 5:00 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Zabel, Vanderheiden, and Warren. Also present were Dir. Ludwig, Engr. Bischke, and Secretary Wick.

PREVIOUS MINUTES:

MOTION made by Warren, seconded by Vanderheiden to approve the Minutes of February, 2015.

Motion carried unanimously.

PUBLIC COMMENT: None

CONSIDERATION OF 2015 SEALCOAT PROJECTS: Supt. Olszewski provided the Committee with a list of potential locations, listing the sealcoat options for each road surface, and explaining the difference for each type of application. It was noted that a boiler slag application would NOT be used. Affected homeowners would be notified prior to work being done.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the 2015 Seal coat projects as presented by staff.

Engr. Bischke noted with the approval process the earliest a contract could be implemented would be June. Supt. Olszewski added the earlier a contract was implemented, there was potential for better pricing.

MOTION made by Zabel, seconded by Warren to *amend* the Motion authorizing staff to prepare a Type II Notice for the Sealcoat projects to be published on March 12, 2015 for Bid Award approval at the April 7th Public Works Committee meeting.

Motion as amended carried unanimously.

Original Motion carried unanimously.

RESIDENT REQUEST FOR SIDEWALK FRONTING BP, BMO HARRIS & COLUMBIA ST. MARY'S PROPERTIES: Engr. Bischke researched a resident's written safety concern with the absence of sidewalk on the south side of Mequon Road east of Pilgrim Road fronting BP, BMO Harris Bank, and Columbia St. Mary's properties. It was found as part of the WDOT's road improvement plans, the 60%-complete drawings presented a new sidewalk along those properties however, the WDOT had postponed the project until Year 2029. The Village's 2015 budget did not include funds for the sidewalk so it was suggested funds could be collected by a special assessment or cost share of subject properties. Based on a neighboring property sidewalk installation costs, estimated costs for the three subject properties totaled \$36,450.00.

Judy Walz, W158 N11139 Legend Avenue, noted that all of the curbs cutouts for the driveways were in place for the three properties along Mequon Road. Her concern was at Pilgrim and Mequon when vehicles made a right hand turn heading east bound, they were not paying attention. No matter how careful you are as a pedestrian, the vehicle is on top of you before you know it. Currently there is sidewalk in front of two abandoned homes but not where there was traffic and business. She was concerned about her safety and questioned the safety of others and therefore wanted to bring it to the Committee's attention. Committee discussion included;

- The 2009 Sidewalk Plan did include a sidewalk on the south side of Mequon Road east of Pilgrim Road;
- Direct staff to research Developer Agreements or Sidewalk Agreements that may reference sidewalks for each subject properties;
- Look at special assessing subject properties;
- Look for extra funds from other projects to fund a sidewalk;
- If no agreements on file, consider having the business pay half of the installation costs and the Village pay half of the installation costs;
- Update the Committee at the next Public Works Committee meeting.

SOLID WASTE COLLECTION/DISPOSAL AND RECYCLING CONTRACT:

Dir. Ludwig reported the current contract with Waste Management was set to expire Oct. 1, 2015. The Committee received draft copies of contracts which would provide one of the following: manual trash pickup and automated recycling pickup or automated trash pickup and automated recycling pickup. Additional services provided with the *automated* trash and recycling pickup contract included a \$194,000 savings over the five year contract period, a bulk drop off station one time per year, and the ability to take your bulk items to the service center for a cost of 2.5cents per pound. Changes to the manual trash pickup/automated recycling pickup contract included reducing the trash container weight limit from 80 lbs. to 60 lbs. and increasing the number of containers serviced curbside from 4 to 5 maximum weekly. Also added to the contract was a Fuel Surcharge table to reflect how much was attributed to trash pickup, recycle pickup and to the WI tax.

Committee discussion included;

- Chm. Kaminski suggested the manual trash and automated recycling pickup contract and suggested staff educate the residents on the automated trash option for one year. The proposed five year contract would allow the Village to switch from a manual to automated trash service any time within the five year period.
- If the Village chose the automated trash feature, bulky items would either be placed in the cart or the resident would need to take the items to the service center.
- Trustee Vanderheiden recommended the resident education process take place now prior to signing a new contract.
- Trustee Zabel suggested changing the Village Ordinance to reflect the trash container weight limit from 80 lbs. to 60 lbs. and to discontinue recycling services for units greater than five. State Law limits 4 units or less. The Village did not have to pick up recycling for units greater than 5. By reducing the number of units greater than five would save the Village a lot of money.
- Chm. Kaminski stated if the Village would remove pickup for units greater than five AND go with the automated trash pickup, the Village could save a lot of money. Those additional funds could pay firefighter salaries and suggested looking at both options.

- Trustee Zabel did not like the aesthetics of carts stored outside.
- Trustee Warren stated the trash carts would be more stable in high winds which would reduce cans and trash in the street.

Tony Knoeck, Public Sector Rep. for Waste Management stated the automated trash carts would be 64 gallons in size. If residents chose, they could default to the 96 gallon trash cart after 60 days. Additional trash carts requested by the resident will be billed to the Village for an additional \$5.00 per month.

MOTION made by Warren, seconded by Kaminski to forward to the Village Board with a positive recommendation to approve a contract with Waste Management to provide *automated* solid waste and *automated* recycling services with Germantown.

Trustee Zabel noted the other bidding contracts did not disclose a fuel charge and calculations of fuel charges the past year was \$21,000. When you add those costs to the other contract bids, you get close enough to make the bid somewhat similar. He questioned whether the Committee wanted the Fuel Surcharge section removed from the contract. The other two bids did not disclose a fuel surcharge. Dir. Ludwig stated none of the contractors bid on the fuel surcharge. The Contractors were told not to include the fuel surcharge in their bid. The Village would work with the selected contractor on what they thought would be the fuel surcharge. The Waste Management contract does include Section 5.3-“Fuel Surcharge” which was fashioned after the existing contract. The price per gallon would start at \$5/gal.

Tony Knoeck, Public Sector Rep. for Waste Management, stated each one of the contractors bidding had a fuel surcharge as part of their municipal contracts. As part of the RFP’s, the contractors were asked not to put the fuel surcharge in the proposal. Discussions after the Village’s recommendation to work with Waste Management then included the Fuel Surcharge Table at \$5/gal. Waste Management had never seen diesel fuel at \$5.00 in WI.

Trustee Zabel stated if \$5/gal. was such a good number, why did it have to be included in the contract? Maybe the Table should start at \$6/gal. It doesn’t hurt to ask. Mr. Knoeck, W.M. stated he could look at changing the Fuel Surcharge to \$6/gal. once he conferred with W.M. attorneys.

MOTION made by Zabel to amend the Motion requesting Waste Management eliminate Section 5.3 –Fuel Surcharge language from the Waste Management contract.

Motion as amended fails for lack of a second.

Original Motion carried 3-1 (Zabel)

AWARD OF CONTRACT – WELL #4 (ALT BAUER PARK) FROM OIL LUBE TO WATER LUBE: Supt. Driver requested approval to convert Well #4’s deep line shaft pump from an oil to water lubrication method which was a method used at all other well station locations. Currently the oil which drips down the shaft to keep the well bearings lubricated deposits approximately 50 gallons of oil yearly to the surface of the aquifer. Four proposals were received ranging from \$81,500 to \$99,475. Water Supt. Driver noted a Sanitary Survey just completed by the WDNR highly recommended the Utility switch from an oil lube to water lube method. Even though this method was not mandated by the WDNR, they encouraged the conversion.

MOTION made by Vanderheiden, seconded by Zabel to forward to the Village Board with a positive recommendation to contract Water Well Solutions at a cost of \$81,500 for the Well #4 Pump Conversion. Funds allocated from Acct. #50-18-183-3140.

Motion carried unanimously.

DEVELOPMENT OF PRIVATE PROPERTY INFLOW & INFILTRATION POLICY:

Wastewater Supt. Zimmerman provided to the Committee a timeline of events pertaining to Private Property Inflow and Infiltration to include; the policy development, Ordinance development, investigative projects, and actions taken by the Public Works Committee, Utility Advisory Committee, and Village Board over the past 11 years. A brief summary was given to the Committee. Currently the Public Works Committee and Village Board approved a cost share of 30% utility funded, and 70% resident funded for repair of private laterals with the balance to be paid back over a period of 10 years at a 4% interest rate. Final action was to take this topic back to the Public Works Committee. Discussion included;

- Data gathered in the study indicated an 85% failure rate in the Lift #2 basin. At an 85% failure rate, MMSD would guarantee funding to do every home in the area of County Line Road north to the south side of School Road and a split on Concord Road by Butternut Road; There are approx. 150 homes in this area that are directly tributary to a Lift Station.
- A portion of the MMSD funds can be used for investigative work and public outreach. There are people on MMSD staff that can help the Village with the public education campaign.
- The preferred method of rehab would be to minimize the impact and perform cured in place relining.
- Trustee Zabel: In order to do those projects, you do not have to change the Ordinance. The main problem the Village Board had with the Ordinance was that it required that any time you would sell your house you televise. If there is a backup that may occur in the main and backup in to your house and you have it cleaned, now you have to televise the lateral so the Utility has a record of the work completed. The current Codes read "if the Sewer Utility Superintendent finds a problem with a private lateral, he has the ability to have the resident correct the problem". The Code is written to do that. All the Ordinance says is that you will televise your system upon sale or flooding. We have the Attorney's opinion that the Codes that are in place accomplish everything that the new Code does.
- It would be helpful to compare the old Code to the new Code. Supt. Zimmerman stated the authorization showed up in three different places in the current Village Ordinances. A component falls under the Plumbing Code of which the Waste Water Utility cannot enforce repair. The Utility can order an inspection but, the inspection has to occur through the Plumbing Inspector. There are portions in the Code that give the Director of Public Works or designee the authorization to get special warrants from circuit court to enter a private property to do an inspection.
- Trustee Zabel: The existing Codes are written in such a way that if the Village believes that there is an I&I problem, the Village has the jurisdiction to go in and prove there is an I&I problem and can require the property owner to correct it.

- Supt. Zimmerman: Voiced concern regarding the cost share plan. Currently it is set up as a "Loan Program". The Loan Program is going to be harder to keep track of in the event the Village choses to stay with the current Code vs. the Ordinance. The Village will need to set up the repairs as a special assessment at that point. It would be a lot cleaner if all I&I information was put in one Ordinance.
- Trustee Warren: The only reason we're doing this is there is a good chance there is a problem. Why as a property owner would they look for a lateral problem, spend money finding a problem and then pay for the cost share? Chm. Kaminski stated you wouldn't be able to sell your home unless you had an inspection. This would be no different than property owners who are required to have their well and septic inspected prior to selling their home.
- Trustee Zabel: When you look at the amount of money that needs to be spent, the Village may not have enough places to spend the money. If you don't spend the money, you don't get the money from MMSD.
- Inspections can cost approximately \$250 for a CCTV of a lateral. MMSD funds could not be used to pay for that inspection and would be the responsibility of the home owner.
- If there is a targeted area, the Village would do the investigative work and quantify and return to the Committee informing them of the failure rate and, consider a publicly bid project to do everything.
- Supt. Zimmerman: The idea of point of sale inspection would be to get some of the outlying places on the list and when a contractor is doing the project area they could repair the 10-15 outlying laterals from the prior year when the home sale inspections were done.
- Trustee Zabel: If you take the approx. 160 homes in the one area at \$10,000 per repair, that's only \$160,000 spent. You still have \$700,000 to spend. Are we going to find enough homes in Germantown that have an I&I problem to deplete the remaining funds available? This money is being collected by the people who pay the sewer bills which are going to MMSD and MMSD turns around and puts the money in a fund to give people to repair their I&I issues. The Village should cover the repairs at 100%.
- Chm. Kaminski questioned why should two subdivisions benefit 100% when there would be other people in other areas requesting lateral repairs. A fair way of providing for everyone was the 30% - 70% cost share.
- Supt. Zimmerman: When a community cannot exhaust the funds available for private property I&I, MMSD stated if the community can show that they have reduced their end of pipe volume significantly, the remaining balance would come back to the community. If the community does not spend any of the funds, the community does NOT get any of funds back.
- Chm. Kaminski supported having a residential home inspected upon a sale. A certificate would then be given to the homeowner and valid for 10 years.
- Other communities spend funds until depleted; others are trying to develop a policy similar to the Village's.

Engr. Bischke suggested the following;

- Edit the Ordinance with Committee Member desired edits and return to the Committee for final action;

- Look at policies other Communities have done. Some have placed the burden on the individual property owner to do everything and then seek a reimbursement program with the municipality. This method would burden the homeowner with contract management etc. Another approach would be to have the Village contract the project with the homeowner special assessed as part of the cost share.
- Direct a policy based upon an annual project approach. A Gantt Chart example was provided showing possible project activity starting in year 2016.
- Part of the application process to MMSD starts with the Ordinance, then Policy, then Project Plan.

Chm. Kaminski requested further information from staff as to what communities require televising, and, from those communities find out how it was going, how long they've been doing the televising, and any impacts. It is important to have an Ordinance with all requirements in one document.

Trustee Zabel again stated he didn't mind staff research on where I&I was creating a problem. He didn't believe another Ordinance was needed as there was a State Statute and Codes. The State Statute has plumbing codes and State plumbing codes require that the plumbers have certain jurisdiction. Those Codes were related in Village Codes.

MOTION made by Kaminski, seconded by Warren to postpone a decision on the private property inflow & infiltration policy Ordinance until additional information is provided by staff for its development and at that point in time, to edit the Ordinance presented to finalize an I&I Ordinance for the Village of Germantown.

Discussion followed. Chm. Kaminski stated an I&I Ordinance was needed to manage infiltration and inflow into the future as rules were going to become stricter via MMSD. It is part of a comprehensive outlook on I&I that goes beyond policy.

Trustee Zabel noted the Ordinance now stated if Engineering or Utility staff found an area of I&I issues, they have the right to correct. The new Ordinance would put the burden on the individual.

Trustee Vanderheiden noted the issues were with private laterals. The Village can take care of public structures. The Village needs to create an Ordinance as a tool to be able to go onto private property to take care of that work.

MOTION made by Zabel, to *amend* the original motion to research the former Village attorney's opinion and have the Village's existing Attorney review Village Codes to determine if current Codes cover the proposed I&I policy.

Motion as amended fails for lack of a second.

Original Motion carried 3-1 (Zabel)

AWARD OF CONTRACT – CURED IN PLACE PIPE LINING: Supt. Zimmerman requested an award of contract for the second phase of the cured in place pipe lining. Much of the project was situated in the year 2016 Donges Bay Road project zone and WDOT's Fond du Lac Ave. roundabout zone. The Committee was given a chart listing the line segments,

severity, total footage, number of laterals and manholes slated for rehabilitation. Five bids were received ranging from \$1,737,871 to \$3,696,124. As there was \$2,051,000 budgeted for the lining project, Supt. Zimmerman requested the remaining budgeted funds be used to rehabilitate 60 manholes and complete an additional 600 feet of cured in place lining at Fond du Lac Ave. to the soccer fields. Discussion followed.

MOTION made by Warren, seconded by Kaminski to forward to the Village Board with a positive recommendation to contract Visu-Sewer for the 2015 Cured in Place Pipe Lining project for a cost not to exceed \$2,051,000.00. Funding allocated from Acct. #60-180-183-3140.

Motion carried 3-1 (Zabel)

CONSIDERATION OF GRATING REPLACEMENT – MAIN STREET & OLD FARM

WET WELLS: Supt. Zimmerman presented five proposals ranging from \$15,190 to \$15,284.24 for the replacement of the existing aluminum grating in the Main Street and Old Farm Lift Stations. The grating had deteriorated to the point that it was no longer strong enough to support the employees who needed to access the areas to perform their job duties. The new grating would be a reinforced fiberglass which was impervious to the gas and acid found in that type of environment. Staff will be performing the installation.

MOTION made by Zabel, seconded by Vanderheiden to forward to the Village Board with a positive recommendation authorizing staff to purchase the grating as specified from McNichols Corporation for an amount not to exceed \$15,190.00. Funds to be allocated from Acct. #60-180-182-3210.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – HIGHWAY DEPARTMENT PATROL TRUCK:

Staff received 2 bids ranging from \$178,816 to \$182,314 for the purchase of a new single axle patrol truck. A third dealership chose not to bid due to territorial concerns.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the purchase of a new Western Star Patrol Truck from Truck Country for an amount not to exceed \$178,816.88. Funds allocated from Acct. #40-542-570-8520.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – PAINT STRIPER: Staff received 3 bids ranging from \$7,605.71 to \$7,889.98 for the purchase of a new pavement paint striper.

MOTION made by Warren, seconded by Vanderheiden to forward to the Village Board with a positive recommendation authorizing the purchase of a PowrLiner 6950 Paint Striper from Hallman Lindsay at a cost not to exceed \$7,605.71. Funds to be allocated from Acct. #10-542-570-8100.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – LOADER TIRES: Supt. Olszewski reported new tires were necessary as the ten year old tires were past their service life. Three bids were received ranging from \$7,460.00 to \$11,756.00.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation authorizing the purchase of four new 20.5x25 loader tires from Tredroc for an amount of \$7,460.00. Funds to be allocated from Acct. #10-542-570-8100.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT REPAIRS – WOLF HOUSE: Supt. Olszewski reported two bids received ranging from \$20,650 to \$25,932 for the structural repair of a 10"x10"x19' skirt beam at the Wolf House located at the Dheinsville Historical Park.

MOTION made by Vanderheiden, seconded by Warren to forward to the Village Board with a positive recommendation to contract JM Remodeling at a cost of \$20,650.00 for the structural repair of a skirt beam at the Wolf House (Dheinsville Historical Park). Funds to be allocated from Acct. #10-519-570-8425.

Motion carried unanimously.

AUTHORIZATION TO SHIFT FUNDING – P.D. ANNEX: Supt. Olszewski requested authorization to shift funds that were budgeted for carpet replacement at the P.D. Annex and use a portion of those funds to construct a nine foot high, 70 foot long divider wall with a door in the Annex area. The wall would provide privacy for the sensitive nature of police work. The balance of funds budgeted would be used to carpet the newly enclosed area and conference room. The remaining carpet/flooring replacement would be budgeted in 2016.

MOTION made by Warren, seconded by Kaminski to allow \$10,000 in the Police Dept. Major Repairs Acct. (10-519-570-8221) to be used for the construction of a new interior divider wall within the Police Department Annex.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT ELECTRICAL WORK – P.D. ANNEX: Three bids were received ranging from \$2,405 to \$4,425 for electrical outlets and cad wire for the newly constructed wall in the Police Annex.

MOTION made by Zabel, seconded by Kaminski approving a contract with Pieper Electric for the electrical and data work associated with the Police Department Annex wall construction at a cost not to exceed \$2,405.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT CARPET REPLACEMENT – P.D. ANNEX:

Three bids were received ranging from \$9,220 to \$11,480 for the carpet removal and replacement at the Police Department Annex.

MOTION made by Zabel, seconded by Vanderheiden to forward to the Village Board with a positive recommendation to contract Premiere Flooring to remove/replace carpet in the P.D. Annex at a cost of \$9,220.00. Funds allocated from Acct. #10-519-570-8221.

Motion carried unanimously.

REPAIR OF TRUCK 464 – HIGHWAY DEPARTMENT: Supt. Olszewski reported major emergency repairs to patrol truck #464. Costs to repair the head and related parts totaled \$2,513. Additionally the turbo for the same truck was in need of replacement at an approximate cost of \$+/- \$1,100. As no single invoice would exceed \$3,500 needing Committee approval, this summary was informational only.

AWARD OF CONTRACT – 2015 ROADS PROJECT & ALT BAUER PARK PATHWAY/BASKETBALL COURT: Engr. Bischke reported two bids were received ranging from \$2,219,130.77 to \$2,791,351.34. Even though the two projects were combined into one contract to take advantage of cost savings, the bids exceeded the total budgeted amount. Engr. Bischke stated he would review the bid tabulation and report his findings at the April, 2015 Public Works meeting.

MOTION made by Kaminski, seconded by Warren to postpone action on the award of contract for the 2015 Roads Project and Alt Bauer Park Pathway/Basketball Court until the April, 2015 Public Works & Highway Committee Meeting.

Motion carried unanimously.

WATER STUDY UPDATE: Dir. Ludwig reported back in September, 2014 the Village Board agreed to Baker Tilly requesting future flow needs from a large user customer. Based on numerous events since the meeting, it was determined a Water Use Agreement was necessary. Staff will continue with Baker Tilly's services during the agreement discussions. Simultaneously, Baker Tilly is working on the Rate Case and will have that information submitted to the PSC in April, 2015. The PSC should be working on their cost of service study with information provided in July or August, 2015. It was important to continue with Baker Tilly's expertise to continue to communicate with large industry users on how the rates would be different depending on the scenario of their water needs.

AWARD OF CONTRACT – PEER REVIEW TID #6 TRAFFIC IMPACT ANALYSIS: Engr. Bischke stated that speculating the types and sizes of future tenants of TID #6 had been difficult. The difficulty was determining the number of employees and vehicle trips of future tenants who would impact Appleton Avenue and Lannon Road. The Institute of Transportation Engineer's Trip Generation Manual Industrial Land Uses Table and TID #4's existing tenants were used to develop and project future traffic for the TID #6 Traffic Impact Analysis. Both sources of data resulted in significant improvements recommended for completion in year 2020 which threatened the TID's restricted return-on-investment. In hopes of preserving TID #6's return-on-investment, staff requested Pat Hawley, P.E., R.A. Smith National to provide his and the company's experience with business parks to peer review the Traffic Impact Analysis. The purpose of the review was to see if land uses and trip generations/distributions/assignments

could be adjusted in a legally-defensible manner and if so, adjust the improvements needed accordingly. Estimated fees for R.A. Smith's services were \$5,360.00.

Chm. Kaminski questioned why the Traffic Impact Analysis peer review was needed now seeing the Village did not have any known tenants. Engr. Bischke stated if the Village wanted a driveway access to Appleton Avenue, an agreement needed to be in place.

Trustee Zabel suggested staff look at traffic counts coming out of TIF #3.

Engr. Bischke stated peer review costs were based on the type of land use distribution that the Village would like to apply in TID #6 and then take that through the analysis to provide a revised product. If the consultant agreed to what has been done in the original Traffic Impact Analysis, his peer review charges would be reflected to only the time spent to make that assessment.

Chm. Kaminski questioned how the Village could be held to produce a traffic impact analysis in order to obtain an access agreement if the Village didn't know what was going to happen in the Industrial Park. Engr. Bischke stated the peer review was like getting a second opinion and was a benefit to the Village. Everyone's experience was different.

Dir. Ludwig added the fact that Pat Hawley, P.E., R.A. Smith National, worked half time for the WDOT and reviewed traffic impact analysis' to make sure the DOT's facilities were not being over designed. With Mr. Hawley's experience, he could provide insight on not overbuilding.

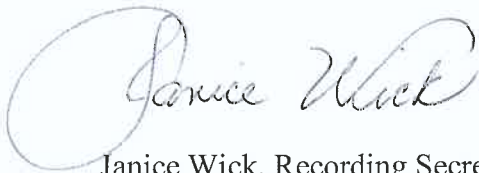
MOTION made by Vanderheiden, seconded by Kaminski to forward to the Village Board with a positive recommendation to award a contract to R.A. Smith National to perform the peer review of the TID #6 Traffic Impact Analysis (TIA) at a cost not to exceed \$5,360. Funds to be allocated from Acct. #46-571-530-4300.

Motion carries 2-1 (Zabel)

Abstain 1 – (Warren)

ANNOUNCEMENTS: The regular Public Works Committee Meeting will be held Tuesday, April 7, 2015 at 5:00 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:30 p.m.

A handwritten signature in cursive script that reads "Janice Wick". The signature is written in dark ink and is positioned above the printed name of the Recording Secretary.

Janice Wick, Recording Secretary

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: April 7, 2015

AGENDA ITEM: Unfinished Business

ITEM TITLE: Resident request for sidewalk fronting BP, BMO Harris and Columbia St. Mary's properties

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

Recall Colonel Walz's Feb. 6, 2015 letter request for this sidewalk. Also recall that Wisconsin DOT's 60%-complete drawings present new sidewalk along these properties; however, they have postponed the project until Year 2029. Additionally, the Village's Year 2015 budget does not include funds for installing this segment of sidewalk. The neighboring sidewalk fronting Chris Greene's properties was paid for by Chris Greene at \$54.00 per linear foot. Following are estimated costs based on the \$54.00 per l.f.:

\$18,360.00	Columbia St. Mary's (340 l.f.)
\$7,830.00	BMO Harris (145 l.f.)
\$10,260.00	BP (190 l.f.)
\$36,450.00	Total

During its March 3, 2015 meeting, the Committee asked staff to investigate the existence of any agreements with the subject properties that would require them to fund sidewalk fronting their properties. Findings from the investigation follow:

Columbia St. Mary's (340 l.f.)	Opus North Corporation's July 22, 2002 letter acknowledges their future responsibility for funding sidewalk fronting the property via special assessment.
BMO Harris (145 l.f.)	Plan Commission's Sep. 19, 1985 CUP – Zimmerman agenda item action included the property owner's responsibility for sidewalk fronting the property.
BP (190 l.f.)	CUP Jan. 1986 language requires the property owner's responsibility for sidewalk fronting the property.

Over brief counsel from Village Attorney Brian Sajdak regarding the strength of these documents after these properties have undergone at least one change of ownership, Atty. Sajdak advised that the CUPs transfer responsibilities to successor owners but that the agreement between two parties may not.

However, the Village could implement a special assessment process that would be exclusive of these agreements and CUPs. The Committee and Board would need to pass an initial resolution of intent to special assess. DPW/Engineering would then need to prepare an engineer's report. The Committee and Board would then need to pass a final resolution of special assessment. This process would take a few months.

Since the Village's 2015 budget lacks funding for this project, the Village could initiate the special assessment process and budget the project for Year 2016 funding and construction.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

ATTACHMENTS:

1. Aerial image of Mequon Rd. fronting subject properties

STAFF RECOMMENDATION TO COMMITTEE:

Direct staff to initiate the special assessment process with intention to fund and construct a sidewalk fronting the subject properties in Year 2016.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.



Montgome

Fon Du Lac Ave

167

Mequon Rd

©2015 Google

Google

43°13'15.11" N 88°06'02.73" W elev 908

2000

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: April 7, 2015

AGENDA ITEM: Unfinished Business

ITEM TITLE: Development of a Private Property Infiltration & Inflow Policy

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

During the Committee's March 3, 2015 meeting, Staff was asked to explore other communities whom had explicit private sanitary sewer lateral point-of-sale inspection requirements in their ordinances. Jerome Fogel, MMSD, helped identify the following communities having such ordinances:

Brown Deer	Sec. 66-442.a
Bayside	Sec. 102-32.a, 102.32.f
Whitefish Bay	Sec. 13.56.1

The Committee also asked staff to explore other communities' use of educational materials used for notifying residents about their PPI/I programs. Jerome also helped to provide two examples used by Brookfield and Muskego.

Application of the previously approved 30% Village – 70% Property Owner cost sharing formula has also been considered. One reasonable proposal would be that the Village fund 100% of the lateral situated in the right-of-way and that the 30%-70% formula be applied to the portion of the lateral situated in private property.

Village Attorney Brian Sajdak is still reviewing the proposed ordinance and will provide it for Committee members when it's available before the Committee meeting.

ATTACHMENTS:

1. Brookfield PPI/I educational flyers
2. Muskego PPI/I educational flyer

STAFF RECOMMENDATION TO COMMITTEE:

1. Recommend to Village Board to approve the ordinance repealing and recreating Subsection 13.29(8) of the Germantown Code of Ordinances relating to the regulation of private sanitary sewer laterals.
2. Approve the practice that the Village fund 100% of the lateral situated in the right-of-way and that the 30%-70% formula be applied to the portion of the lateral situated in private property.

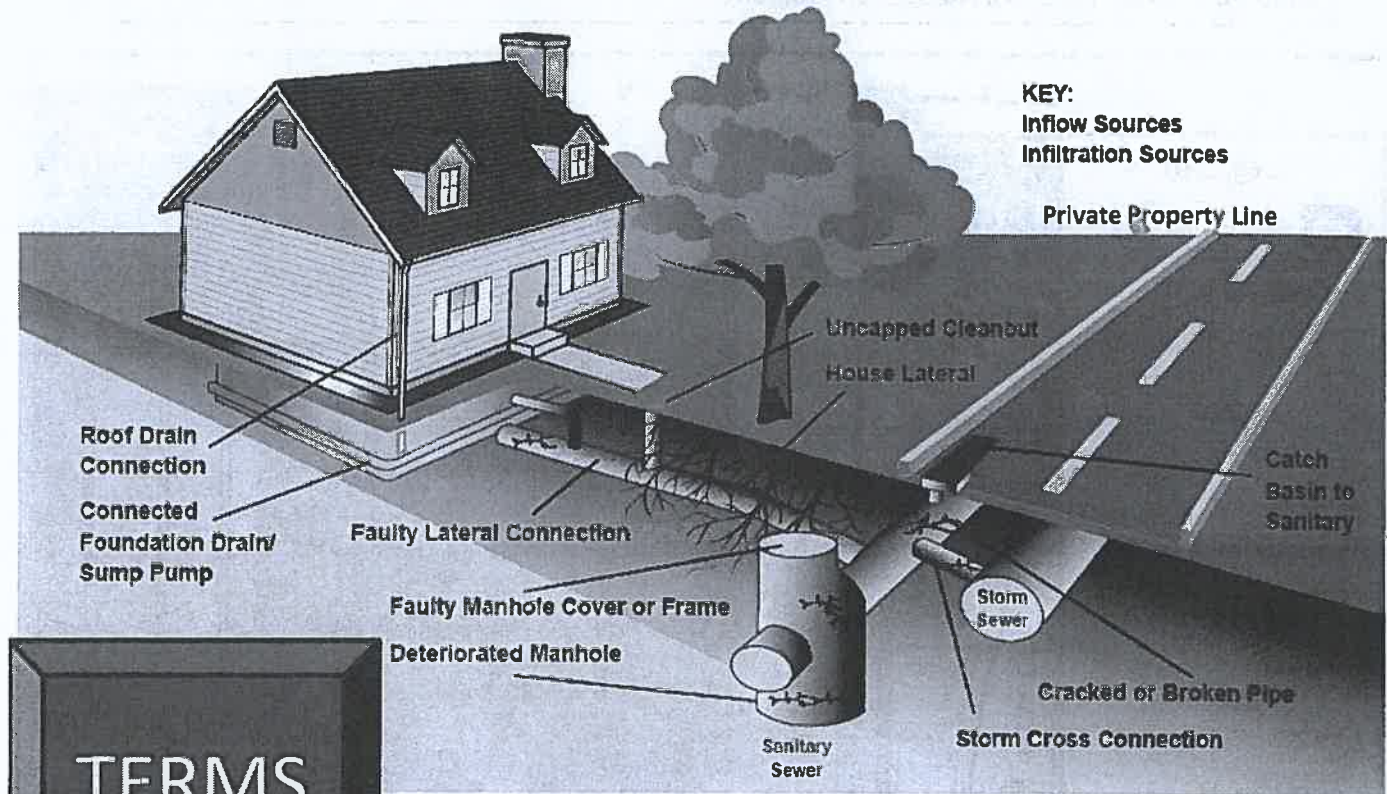
COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

WHAT IS PRIVATE PROPERTY INFILTRATION AND INFLOW?

Water can enter the sewer system in many ways, including leaky pipes and connections, often on a homeowner's own property. The increased flow during a storm can cause problems throughout the system, including your basement.

But basement backups are only a symptom. The problem is bigger and requires a bigger solution – full cooperation from all municipalities, neighborhoods, and homeowners. It is a serious problem, and it will not go away. In fact, it will only get worse if we don't get to work.

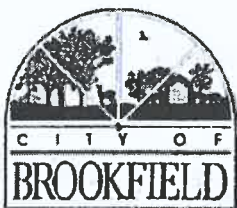


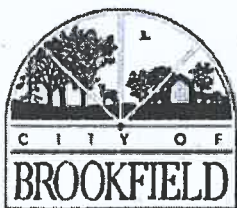
TERMS

INFILTRATION – Water leaking into the sewer system through defective pipes, pipe-joint connections, and manhole walls.

INFLOW - Water flowing freely into the sewer system through piped connections such as roof downspouts, foundation drains, and catch basins.

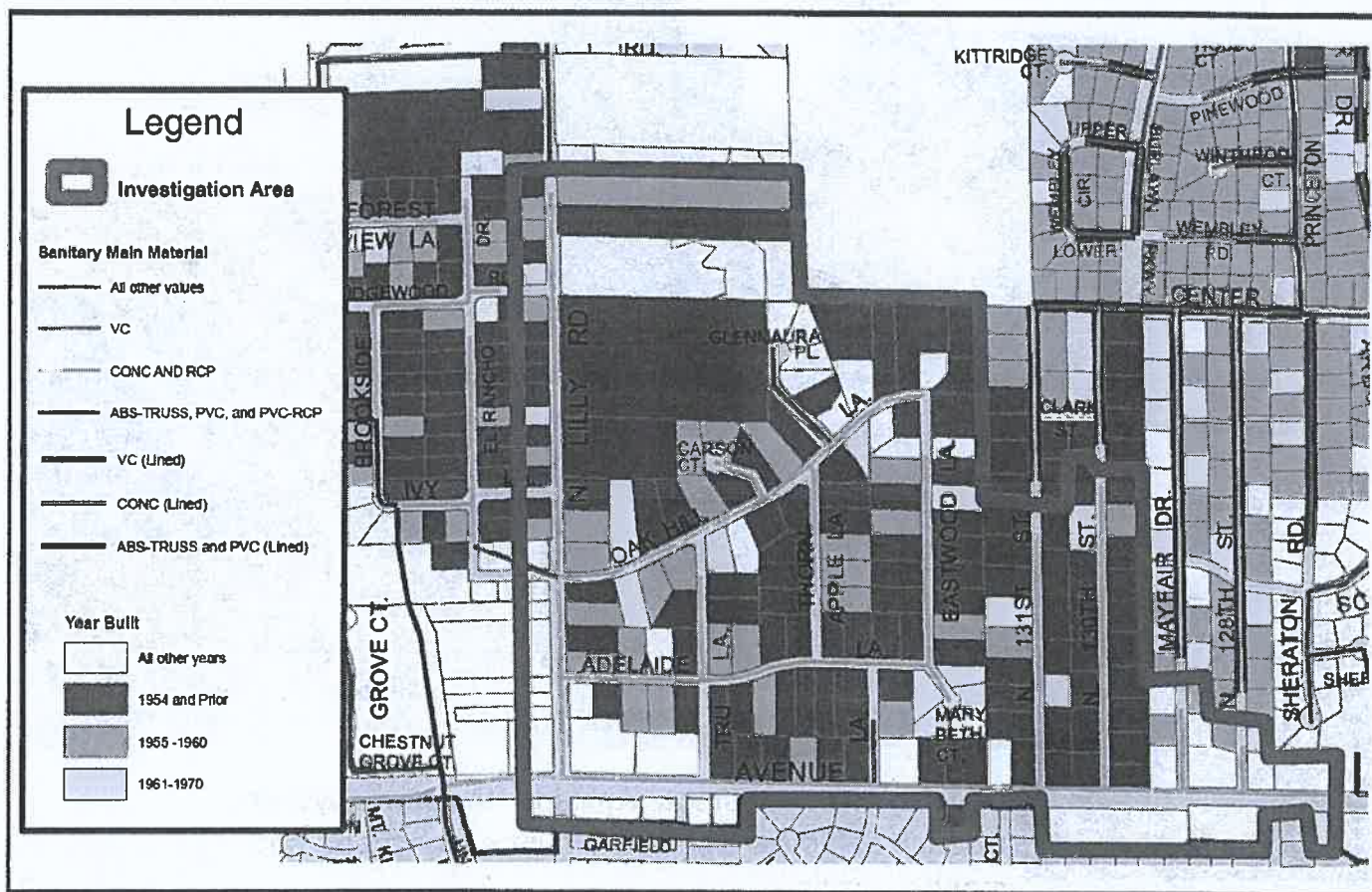
LATERAL – The pipe that connects the home to the City's sewer system. A lateral is the homeowner's property and responsibility.





Adelaide Priority Area for Private Property Infiltration and Inflow Investigations

With some of the oldest homes and sanitary sewers in the City, and a history of sewer backups in large storms, the Adelaide Area has been given priority for participating in the City's newly adopted Private Property I/I Reduction Program.



Next Steps

1. Sign Up for a Free Inspection of your basement plumbing and sewer lateral
2. Someone from Brown and Caldwell will contact you to schedule the inspections
3. You will be contacted 1-3 days before your plumbing inspection to confirm you can be home

Questions?

Call Tom Grisa,
Director of Public Works
262-796-6644

Or

Brown and Caldwell
414-273-8800

Brown AND Caldwell

BASEMENT CONNECTION

FLOOD RELIEF FOR A BETTER NIGHT'S SLEEP

<http://basementconnection.mmsd.com/>

CITY OF BROOKFIELD PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION PROGRAM

FACT SHEET

In July 2011, the City of Brookfield established a Private Property Inflow/Infiltration Reduction (PPIIR) Program for selected areas of the City that are served by the Milwaukee Metropolitan Sewerage District (MMSD). Inflow and infiltration ("I/I" or "I/I") is the term used for rainwater and groundwater that makes its way into sanitary sewers, and these sewers are designed to handle wastewater, and a small amount of this water. The City's PPIIR Program is an important step in addressing sources of I/I that contribute to sanitary sewer overflows and basement backups. This Fact Sheet is intended to give homeowners answers to important questions they are likely to have about this program.

The Program will involve inspecting houses and sewers on private property to find out where rainwater and groundwater gets into the sewer system. Results of these inspections will be reported back to the City and the homeowner, along with recommendations for what should be done, (if anything). Some things, like roof drains connected to the sewer, would need to be taken care of by the property owner, which are typically fairly inexpensive to fix. Other things, like leaks in the sanitary sewer lateral (the pipe from the house to the City's sewer in the street), would be eligible for substantial reimbursement by the City.

Here are the specifics on reimbursements:

- Sewer Laterals – City pays 75%, up to \$8,000
- Removal of a Foundation Drain – City pays 100%, up to \$8,000
- Repair to outdoor cleanout pipes – City pays 50%, up to \$100
- Installation of glass blocks in window wells to keep water out – City pays 50%, up to \$500
- Extend a roof downspouts away from house foundation – City pays 50%, up to \$25 for each downspout extension
- Private drainage improvements to keep water away from basements – City pays 50%, up to \$8,000
- Total property grant funding across all categories cannot exceed \$10,000

To be eligible for reimbursement under the Program, the property must be located within a Focus area, have been inspected by the City or its contractors, and determined to be a property that needs sewer repairs or other improvements identified by the inspection.

Because this program has a limited budget, requests will be taken on a first come, first served basis. **Property owners will want to act fast to participate in the FREE inspection.** The City has set up a website where you can find additional details about the PPIIR Program:

<http://www.ci.brookfield.wi.us/index.aspx?NID=758>

Let's work together to keep the rain water where it belongs – **out of our homes and our sewers.**

For further information, please call Tom Grisa, Director of Public Works at 262-796-6644.

9/28/11

Muskego's "Back-Up" Plan.

To help homeowners reduce basement back-ups during storms.

Reducing the risk of basement backups will take community-wide solutions that start at home. It's generally the one layer of the overall sanitary sewer system that has received little to no attention or maintenance for the past few decades. Some private property sewers (laterals) will not need any work. Others may require significant repairs. Improvements will not guarantee an end to basement backups, but doing nothing is certain to make problems worse.

The City of Muskego is partnering with the Milwaukee Metropolitan Sewerage District (MMSD) to cut down on the massive amount of excess water that gets into sanitary sewers, water that should not be there in the first place. Financial assistance is available for this program, which will ultimately create a stronger community, increase the value of homes and reduce the risk of water pollution and basement backups.



HOW A STORM AFFECTS SEWER CAPACITY. In one way, sewers are like roads. They can only handle so much traffic at any given time. When too much water gets into the sanitary sewer system, it can overload the pipes, causing a traffic jam and start backing up in the system, possibly into your basement.

HOW A STORM AFFECTS MUSKEGO SEWERS. All wastewater from the City of Muskego passes through a single pump station on its way to the MMSD sewer system. Pump station capacity is 9,000 gallons per minute. Heavy rain can significantly test the capacity of the sanitary sewer system and Muskego's pump station. Too much water is leaking into cracked sewer lines. Some foundation drains are connected directly to the sanitary sewer system. And, some people illegally connect sump pumps to the floor drain or a sink in their basement. All together, these various inputs of water can lead to basement backups for you and your neighbors.

WHAT CAN BE DONE? Muskego's Private Property Program includes free home inspections to help identify solutions. Financial assistance is also available for necessary repairs. There are several ways to repair broken sewer pipes on private property. Foundation drains can be disconnected from the sanitary sewer system and reconnected to a sump pump.

AN IMPORTANT FIRST STEP. Reducing the risk of basement backups will take time and a commitment from homeowners. The problem has been growing over decades. However, the private property program is an important first step in identifying problems and coming up with solutions.

WHAT KIND OF REIMBURSEMENTS ARE AVAILABLE? The City of Muskego has adopted two policies to help homeowners with the costs of this program.

1. Homeowners who have experienced basement back-ups can receive up to \$2,000 to install a back-up prevention device.
2. Qualified homeowners required to make improvements to their laterals can receive up to \$10,000.

NEXT STEPS

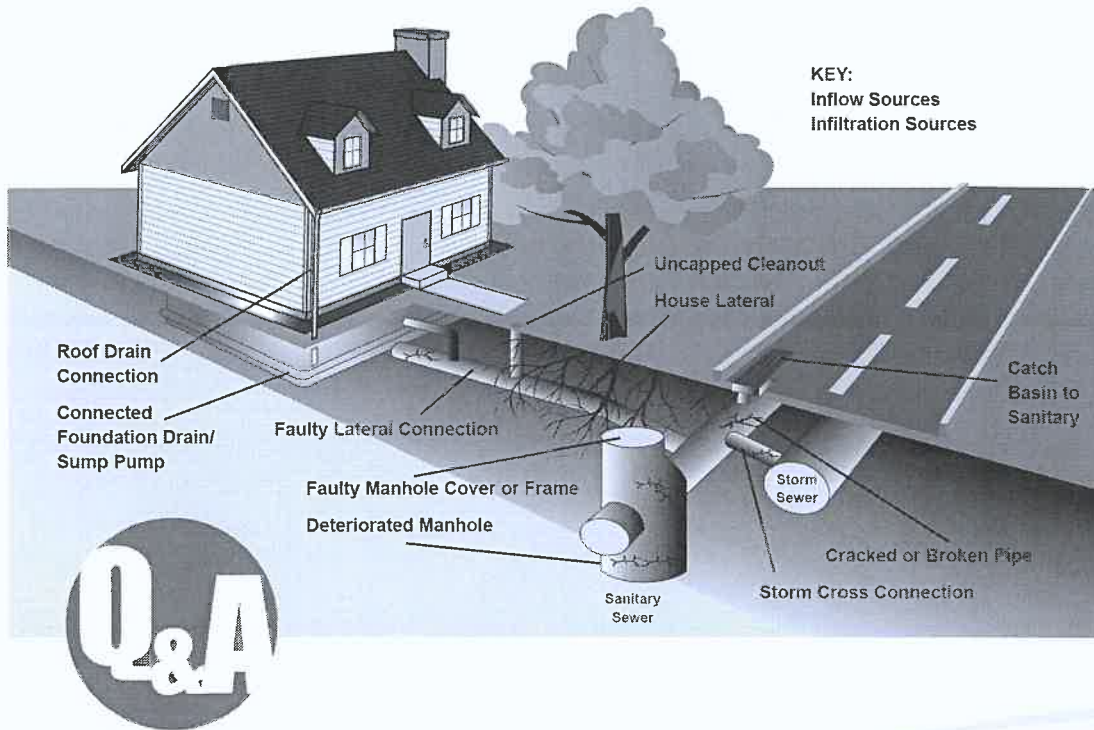
1. Property owners will be contacted if located in targeted area
2. Property owners will be asked to volunteer for FREE plumbing inspection (sign form)
3. Schedule plumbing inspection
4. Meet with City to understand inspection results and potential corrections to plumbing
5. Send plan to City for approval
6. Upon City approval, contractor performs work
7. City inspects and approves work
8. Payment to contractor or property owner

More details are available at the City's PPII Program web site. www.ci.muskego.wi.us/ppii

WHAT IS PRIVATE PROPERTY INFILTRATION AND INFLOW?

Water can enter the sewage system in many ways, including leaky pipes and connections, often on a homeowner's own property. The increased flow after a storm can cause problems throughout the system, including your basement.

But basement backups are only a symptom. The problem is bigger and requires a bigger solution – full cooperation from all municipalities, neighborhoods and homeowners. It's a serious problem, and it will not go away. In fact, it will only get worse if we don't get to work.



Is financial assistance available? Yes, for properties that qualified under Muskego's policies, there may be funding available to fix identified issues.

Will this involve an inspection? Yes, a free inspection.

Will I have to be home for the inspection? Yes, the inspectors will need to enter your basement to look for how it is connected to the City system.

What kind of "fixes" will happen? It will depend on the inspection and the nature of the problem – if there is one. One more common fix may be to eliminate leaks in the lateral itself.

Will I contract for the work? Yes, although we will provide names of qualified contractors. A homeowner is also able to do certain kinds of work under the program.

Does the work have to be approved by the city? Yes, by the City Engineer and Plumbing Inspector.

Are there any guarantees? In huge storms when rain falls faster than the system can handle it, back-up may still occur. But this plan reduces the chances of that happening. Because the MMSD system is large and involves many cities all connected together, reducing backups will take a lot of people and organizations doing their part.

Will I have to pay a permit fee if I participate? No, the City will waive all permit fees for program participants.

Where can I learn more about PPII and the Reduction Plan? Visit www.ci.muskego.wi.us/ppii

TERMS

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LATERAL – The pipe that connects the home to the sewer system. A lateral is the homeowner's property and responsibility.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: April 7, 2015

AGENDA ITEM: Unfinished Business

ITEM TITLE: Award of Contract – 2015 Roads Project and Alt Bauer Park Pathway and Basketball Court

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

The Donges Bay Road, Country Aire Drive, River Crest Drive, Riversbend Lane, Spaten Court, and Alt Bauer Pathway and Basketball Court projects were consolidated under one contract to benefit from economies of scale.

Much like Wisconsin DOT S.E. Region's recent bid letting resulted in bids coming in about \$9 million over budget, the bids for the aforementioned Village projects also came in over budget for the first time in six years.

Village staff, consultants, and Payne & Dolan worked in unison to whittle the deficit down to approximately \$125K, which may be further whittled down by scheduling the Donges Bay Road project as the year's first project and scrutinizing field proof-rolls to reduce areas predicted by the geotechnical engineer as needing full-depth reconstruction. If this methodology proves successful, it may be possible to do all of the projects this year. If not, then Country Aire Drive would only be partially funded and it would be better to postpone it for 2016 instead of doing ½ in 2015 and ½ in 2016.

Updates regarding the following topics may also be presented:

1. Hoffins, Kupczak, Keller, Wood and Bruce discussions regarding Donges Bay Rd. pathways;
2. Consideration of outsourcing Donges Bay Rd. survey and construction inspection to R.A. Smith National; and
3. Riversbend Master Condo Association discussion regarding Riversbend Ln. and River Crest Dr.

ATTACHMENTS:

1. Adjusted Bid Tabulation (7 pgs.)
2. R.A. Smith National survey (2 pgs.) and construction inspection (3 pgs.) quotes

STAFF RECOMMENDATION TO COMMITTEE:

Recommend to Village Board to award a contract to Payne & Dolan for \$1,756,081.87, broken down to the following amounts and accounts:

\$1,630,693.00	Acct. #40-542-570-8810 (present balance)
\$63,482.10	Acct. #44-574-530-4500 (Spaten)
\$61,906.77	Acct. #40-552-570-8310 (Alt Bauer)
\$1,756,081.87	Total

COMMITTEE ACTION: Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

Adjusted Bid Tabulation:
2015 Road Improvement Projects, Project No. 1409; and
Alt Bauer Park Pathway and Basketball Court, Project No. 1411

EARTHWORK ITEMS (A) (Contractor assumes ownership and off-site transport & disposal expenses)				PAYNE & DOLAN		STARK ASPHALT	
ITEM NO.	BID ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
A01	Removing Ex. Roadway HMA Pavement Structure, Computed by Method of Average End Areas	C.Y. (In Situ)	4145.0	\$7.50	\$31,087.50	\$18.70	\$77,511.50
A02	For Isolated Base Patching and Utility Structure Adjustments: Common Excavation and Off-site Waste of Ex. Base and Subbase for the Installation of Prop. Cross Section, Computed by Method of Average End Areas	C.Y. (In Situ)	549.2	\$12.00	\$6,590.40	\$18.25	\$10,022.90
A03	For Other than Isolated Base Patching and Utility Structure Adjustments: Common Excavation and Off-site Waste of Ex. Base and Subbase for the Installation of Prop. Cross Section, Computed by Method of Average End Areas	C.Y. (In Situ)	7103.0	\$10.50	\$74,581.50	\$15.80	\$112,227.40
A04	Pulverize Ex. HMA Pavement Structure, and Relay and Shape it for Prop. HMA Overlay (Incl. Reconstruction areas)	SY	32630.0	\$0.81	\$26,430.30	\$1.32	\$43,071.60
A05	Mill and Off-site Waste Asphaltic Pavement Wedges along Curb & Gutter (Spaten Ct)	S.Y.	656.0	\$9.31	\$6,107.36	\$8.60	\$5,641.60
A06	Removing Ex. Curb & Gutter	L.F.	2417.0	\$3.75	\$9,063.75	\$3.10	\$7,492.70
A07	Removing Ex. Concrete Driveways/Sidewalks	C.Y. (In Situ)	120.0	\$21.00	\$2,520.00	\$28.30	\$3,396.00
A08	Removing Ex. HMA Driveways/Paths	C.Y. (In Situ)	126.0	\$16.00	\$2,016.00	\$28.00	\$3,528.00
A09	Common Excavation, and Grading of Ditches and Paths/Sidewalks (See drawings)	C.Y. (Loose)	1378.0	\$12.00	\$16,536.00	\$20.80	\$28,662.40
A10	Fill Material needed for Grading of Ditches and Paths/Sidewalks (See drawings)	C.Y. (Loose)	908.0	\$8.00	\$7,264.00	\$18.80	\$17,070.40
A11	Removing Ex. Culverts	L.F.	1394.0	\$7.90	\$11,012.60	\$20.00	\$27,880.00
A12	Clearing & Grubbing (STA = one station, i.e., 100 L.F. of roadway)	STA	6.0	\$450.00	\$2,700.00	\$450.00	\$2,700.00
A13	Tree Removal, 6" Dia.	EA	1.0	\$100.00	\$100.00	\$100.00	\$100.00
A14	Tree Removal, 9" Dia.	EA	1.0	\$180.00	\$180.00	\$180.00	\$180.00

Adjusted Bid Tabulation:
2015 Road Improvement Projects, Project No. 1409; and
Alt Bauer Park Pathway and Basketball Court, Project No. 1411

BASE AND SUBBASE ITEMS (B) (Materials conforming to Sec. 305 Standard Specifications)			PAYNE & DOLAN		STARK ASPHALT	
ITEM NO.	BID ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	EXTENDED AMOUNT
B01	For Isolated Base Patching: Crushed Interlocking Limestone Aggregate from a Quarry Source, Gradation 6-inch	Ton (Weight Ticket)	343.2	\$12.95	\$4,444.44	\$5,096.52
B02	For Isolated Base Patching: Crushed Interlocking Limestone Aggregate from a Quarry Source, Gradation 3-inch	Ton (Weight Ticket)	799.0	\$12.34	\$9,859.66	\$11,665.40
B03	For Isolated Base Patching: Crushed Interlocking Limestone Aggregate from a Quarry Source, Gradation 1-1/4-inch	Ton (Weight Ticket)	651.0	\$11.20	\$7,291.20	\$9,244.20
B04	For Isolated Base Patching: Crushed Interlocking Limestone Aggregate from a Quarry Source, Gradation 3/4-inch	Ton (Weight Ticket)	426.0	\$11.55	\$4,920.30	\$6,432.60
B05	For Other than Isolated Base Patching: Crushed Interlocking Limestone Aggregate from a Quarry Source, Gradation 6-inch	Ton (Weight Ticket)	14310.8	\$12.70	\$181,747.16	\$209,653.22
B06	For Other than Isolated Base Patching: Crushed Interlocking Limestone Aggregate from a Quarry Source, Gradation 3-inch	Ton (Weight Ticket)	1416.0	\$12.09	\$17,119.44	\$20,390.40
B07	For Other than Isolated Base Patching: Crushed Interlocking Limestone Aggregate from a Quarry Source, Gradation 1-1/4-inch	Ton (Weight Ticket)	5512.6	\$10.95	\$60,362.97	\$75,522.62
B08	For Other than Isolated Base Patching: Crushed Interlocking Limestone Aggregate from a Quarry Source, Gradation 3/4-inch	Ton (Weight Ticket)	3875.0	\$11.30	\$43,787.50	\$58,512.50
B09	Geotextile Fabric, Marafi HP570 (for EBS areas)	SY	12493.0	\$3.19	\$39,852.67	\$39,977.60

Adjusted Bid Tabulation:
2015 Road Improvement Projects, Project No. 1409; and
Alt Bauer Park Pathway and Basketball Court, Project No. 1411

PAVEMENT ITEMS (C)			QUANTIT Y	PAYNE & DOLAN		STARK ASPHALT	
ITEM NO.	BID ITEM	UNIT		UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
C01	HMA Binder Course, 2-1/4" Depth, Type E-3.0, 19 mm, PG 64°C-28°C (Rivercrest Dr)	Ton (Weight Ticket)	0.0	\$54.41	\$0.00	\$56.50	\$0.00
C02	HMA Surface Course, 1-3/4" Depth, Type E-3.0, 12.5 mm, PG 64°C-28°C (Rivercrest Dr)	Ton (Weight Ticket)	0.0	\$60.26	\$0.00	\$64.30	\$0.00
C03	HMA Surface Course, 2" Depth, Type E-3.0, 12.5 mm, PG 64°C-28°C (Spaten Ct)	Ton (Weight Ticket)	385.0	\$58.85	\$22,657.25	\$63.30	\$24,370.50
C04	HMA Binder Course, 2-1/2" Depth, Type E-1.0, 19 mm, PG 58°C-28°C (Donges Bay Rd)	Ton (Weight Ticket)	2670.0	\$48.19	\$128,667.30	\$51.70	\$138,039.00
C05	HMA Surface Course, 2" Depth, Type E-1.0, 12.5 mm, PG 58°C-28°C (Donges Bay Rd)	Ton (Weight Ticket)	2140.0	\$51.66	\$110,552.40	\$56.45	\$120,803.00
C06	HMA Binder Course, 2-1/4" Depth, Type E-1.0, 19 mm, PG 58°C-28°C (Country Aire Dr, Riversbend Ln)	Ton (Weight Ticket)	2874.0	\$47.55	\$136,658.70	\$52.35	\$150,453.90
C07	HMA Surface Course, 1-3/4" Depth, Type E-1.0, 12.5 mm, PG 58°C-28°C (Country Aire Dr, Riversbend Ln)	Ton (Weight Ticket)	2232.0	\$51.24	\$114,367.68	\$59.60	\$133,027.20
C08	Eliminated		0.0	\$0.00	\$0.00	\$0.00	\$0.00
C09	HMA Surface Course, 3" Depth, Type E-0.3, 12.5 mm, PG 58°C-28°C (Alt Bauer)	Ton (Weight Ticket)	276.2	\$68.88	\$19,024.66	\$75.20	\$20,770.24
C10	Concrete Curb & Gutter, 30-inch Mountable, Slip Form	L.F.	314.0	\$17.00	\$5,338.00	\$27.85	\$8,744.90
C11	Concrete Curb & Gutter, 30-inch Mountable, Hand Form	L.F.	381.0	\$24.00	\$9,144.00	\$32.15	\$12,249.15
C12	Concrete Curb & Gutter, 30-inch Vertical Face, Hand Form	L.F.	809.0	\$22.00	\$17,798.00	\$31.30	\$25,321.70
C13	Concrete Curb & Gutter, 30-inch Vertical Face, Slip Form	L.F.	2094.0	\$14.00	\$29,316.00	\$21.60	\$45,230.40
C14	Shoulder Construction: Crushed Interlocking Limestone Aggregate from Quarry Source (Sec. 305 Std. Specs., Gradation 3/4-inch)	Ton (Weight Ticket)	1617.0	\$17.50	\$28,297.50	\$17.40	\$28,135.80
C15	Concrete Driveway Residential, 5 inch Thickness	S.Y.	75.0	\$36.00	\$2,700.00	\$37.00	\$2,775.00
C16	Concrete Driveway, Commercial, 5 inch Thickness, High Early Strength	S.Y.	398.4	\$45.00	\$17,928.00	\$41.20	\$16,414.08
C17	HMA Driveway, 4 inch Thickness (2-1/4" binder lift, 1-3/4" surface lift)	S.Y.	560.0	\$28.48	\$15,948.80	\$27.50	\$15,400.00
C18	HMA Driveway, 3-1/2 inch Thickness (2" binder lift, 1-1/2" surface lift)	S.Y.	470.0	\$23.77	\$11,171.90	\$26.80	\$12,596.00
C19	Concrete Sidewalk, 5 inch Thickness	S.Y.	305.0	\$36.00	\$10,980.00	\$36.20	\$11,041.00
C20	HMA Path, 4 inch Thickness (2-1/4" binder lift, 1-3/4" surface lift)	S.Y.	470.0	\$24.29	\$11,416.30	\$28.20	\$13,254.00
C21	Plowable Nose Median, 5 inch Thickness	S.Y.	6.0	\$50.00	\$300.00	\$125.00	\$750.00
C22	Tack Coat	Gal	2227.0	\$2.02	\$4,498.54	\$2.25	\$5,010.75
C23	Sawing Ex. Pavements, HMA	L.F.	2232.0	\$0.90	\$2,008.80	\$1.15	\$2,566.80
C24	Sawing Ex. Pavements, Concrete	L.F.	418.0	\$1.45	\$606.10	\$1.75	\$731.50
C25	Concrete Pavement, 9-inch depth, 9-bag mix. Incl. 18" length, 1 1/4" tie rods at 12" spacing. (County Line Rd right-of-way)	S.Y.	222.0	\$45.00	\$9,990.00	\$85.35	\$18,947.70

Adjusted Bid Tabulation:
2015 Road Improvement Projects, Project No. 1409; and
Alt Bauer Park Pathway and Basketball Court, Project No. 1411

CULVERT AND STORM SEWER ITEMS (D) (Manhole and CB/Inlet items can be associated with each other, Earthwork, and Base and Subbase items)			QUANTIT Y	PAYNE & DOLAN		STARK ASPHALT	
ITEM NO.	BID ITEM	UNIT		UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
D01	Culvert Pipe, CMP, 10" Dia. (Incl. FES)	L.F.	24.0	\$32.01	\$768.24	\$86.00	\$2,064.00
D02	Culvert Pipe, CMP, 12" Dia. (Incl. FES)	L.F.	295.0	\$34.00	\$10,030.00	\$84.00	\$24,780.00
D03	Culvert Pipe, CMP, 15" Dia. (Incl. FES)	L.F.	290.0	\$36.00	\$10,440.00	\$104.00	\$30,160.00
D04	Culvert Pipe, CMP, 24" Dia. (Incl. FES)	L.F.	27.0	\$50.00	\$1,350.00	\$100.00	\$2,700.00
D05	Culvert Pipe, HERCP, 14"x23" Dia. (Incl. FES)	L.F.	71.0	\$89.22	\$6,334.62	\$126.00	\$8,946.00
D06	Culvert Pipe, HERCP, 68"x106" Dia. (Incl. FES)	L.F.	72.0	\$695.00	\$50,040.00	\$1,144.00	\$82,368.00
D07	Culvert Pipe, CMPA, 15" Dia. (Incl. FES)	L.F.	36.0	\$39.22	\$1,411.92	\$68.00	\$2,448.00
D08	Culvert Pipe, CMPA, 21" Dia. (Incl. FES)	L.F.	90.0	\$45.00	\$4,050.00	\$84.00	\$7,560.00
D09	Storm Sewer Pipe, RCP, 12" Dia. (Incl. FES)	L.F.	152.0	\$55.00	\$8,360.00	\$93.00	\$14,136.00
D10	Storm Sewer Pipe, RCP, 15" Dia. (Incl. FES)	L.F.	389.0	\$75.00	\$29,175.00	\$91.00	\$35,399.00
D11	Storm Sewer Pipe, RCP, 29"x45" Dia. (Incl. FES)	L.F.	70.0	\$125.00	\$8,750.00	\$237.00	\$16,590.00
D12	Storm Sewer Pipe, ADS, 6" (Incl. FES)	L.F.	134.0	\$13.77	\$1,845.18	\$37.00	\$4,958.00
D13	Storm Sewer Pipe, ADS, 12" (Incl. FES)	L.F.	72.0	\$29.33	\$2,111.76	\$66.00	\$4,752.00
D14	Storm Sewer Pipe, ADS, 12" (Incl. FES)	L.F.	7.5	\$47.03	\$352.73	\$66.00	\$495.00
D15	Storm Sewer Pipe, ADS, 15" (Incl. FES)	L.F.	132.0	\$31.22	\$4,121.04	\$55.00	\$7,260.00
D16	Storm Sewer Pipe, ADS, 18" (Incl. FES)	L.F.	340.0	\$26.06	\$8,860.40	\$41.00	\$13,940.00
D17	Underdrain, 6" Dia. Perforated HDPE Pipe w/ Filter Fabric & Splash Pans	L.F.	1250.0	\$5.00	\$6,250.00	\$28.00	\$35,000.00
D18	AdvanEdge Drain, 12" Dia., 4 oz Typar Fabric (Alt Bauer)	L.F.	208.0	\$8.00	\$1,664.00	\$37.00	\$7,696.00
D19	Storm Sewer Catch Basin/Inlet, Tuckpoint Chimney only	V.F.	8.0	\$275.00	\$2,200.00	\$148.00	\$1,184.00
D20	Storm Sewer Catch Basin/Inlet, Chimney Rebuild only	V.F.	10.0	\$650.00	\$6,500.00	\$546.00	\$5,460.00
D21	Storm Sewer Manhole, Chimney Rebuild only	V.F.	2.0	\$650.00	\$1,300.00	\$546.00	\$1,092.00
D22	Storm Sewer Manhole, New Precast Concrete Structure	V.F.	8.1	\$806.68	\$6,534.11	\$1,415.00	\$11,461.50
D23	Storm Sewer Manhole, New 24" Dia. Nyloplast Structure	V.F.	1.0	\$275.00	\$275.00	\$1,927.00	\$1,927.00
D24	Storm Sewer Manhole, New 30" Dia. Nyloplast Structure	V.F.	10.0	\$375.00	\$3,750.00	\$818.00	\$8,180.00
D25	Storm Sewer Catch Basin/Inlet, New Precast Concrete Structure	V.F.	39.3	\$625.00	\$24,562.50	\$885.00	\$34,780.50
D26	Concrete Flume, 8" Thick	S.Y.	35.0	\$58.00	\$2,030.00	\$92.00	\$3,220.00
D27	Asphalt Flume, 4" Thick	S.Y.	7.0	\$49.64	\$347.48	\$45.00	\$315.00
D28	Rip-Rap, Medium, Incl. Type HR Geotextile Fabric	Ton (Weight Ticket)	35.0	\$40.00	\$1,400.00	\$82.00	\$2,870.00
D29	Geogrid Reinforcement, Type II (for beneath Jefferson Ditch culvert)	S.Y.	115.0	\$2.50	\$287.50	\$12.00	\$1,380.00

Adjusted Bid Tabulation:
2015 Road Improvement Projects, Project No. 1409; and
Alt Bauer Park Pathway and Basketball Court, Project No. 1411

SANITARY SEWER ITEMS (E) (Items can be associated with each other, Earthwork, and Base and Subbase items)				PAYNE & DOLAN		STARK ASPHALT	
ITEM NO.	BID ITEM	UNIT	QUANTIT Y	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
E01	Sanitary Sewer Manhole, Paving Ring	Ea	8.0	\$166.89	\$1,335.12	\$238.00	\$1,904.00
E02	Sanitary Sewer Manhole, Reconstruct Chimney, Install Seal and Adjust Rim	Ea	3.0	\$700.00	\$2,100.00	\$969.00	\$2,907.00
WATER MAIN ITEMS (F) (Items can be associated with each other, Earthwork, and Base and Subbase items)				PAYNE & DOLAN		STARK ASPHALT	
ITEM NO.	BID ITEM	UNIT	QUANTIT Y	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
F01	Water Valve Box, Rim Adjustment by Turning Upward	Ea	14.0	\$80.00	\$1,120.00	\$60.00	\$840.00
F02	Water Valve Box, Rim Adjustment by Slip Riser	Ea	3.0	\$45.00	\$135.00	\$96.00	\$288.00
F03	Water Valve Box, Top Section Replacement	Ea	2.0	\$247.00	\$494.00	\$216.00	\$432.00
F04	Water Valve Box, Top & Middle Section Replacement	Ea	2.0	\$347.00	\$694.00	\$248.00	\$496.00
F05	Water Valve Box, Complete Replacement	Ea	2.0	\$750.00	\$1,500.00	\$311.00	\$622.00
F06	Relocate Hydrant Assembly, Extending Lead	Ea	5.0	\$1,700.00	\$8,500.00	\$9,281.00	\$46,405.00

Adjusted Bid Tabulation:
2015 Road Improvement Projects, Project No. 1409; and
Alt Bauer Park Pathway and Basketball Court, Project No. 1411

MISCELLANEOUS ITEMS (G)				PAYNE & DOLAN		STARK ASPHALT	
ITEM NO.	BID ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
G01	Mobilization & Demobilization (one-time max. payout for ea. project area)	L.S.	6.0	\$21,600.00	\$129,600.00	\$8,000.00	\$48,000.00
G02	Traffic Control (one-time max. payout for ea. project area)	L.S.	5.0	\$8,473.90	\$42,369.50	\$8,000.00	\$40,000.00
G03	Inlet Protection (Incl. installation & removal)	Ea	34.0	\$75.00	\$2,550.00	\$75.00	\$2,550.00
G04	Wattles (North American Green WS925/WS1210) (Incl. installation & removal)	L.F.	2900.0	\$2.92	\$8,468.00	\$3.50	\$10,150.00
G05	Topsoil (Imported & screened)	C.Y. (Load Ticket)	2304.0	\$27.00	\$62,208.00	\$27.00	\$62,208.00
G06	Turf Restoration, Seed and Photodegradable Erosion Control Mat (North American Green DS75), (Incl. watering)	S.Y.	4490.0	\$1.49	\$6,690.10	\$1.49	\$6,690.10
G07	Turf Restoration, Hydroseed (Incl. watering)	S.Y.	11785.0	\$0.74	\$8,720.90	\$0.74	\$8,720.90
G08	Turf Restoration, Sod (Incl. watering)	S.Y.	20.0	\$10.00	\$200.00	\$10.00	\$200.00
G09	Pavement Marking, Stop Line, Water Bourne, 18-inch, White	L.F.	258.0	\$2.95	\$761.10	\$2.95	\$761.10
G10	Pavement Marking, Directional Arrows, Right-Turn, White	EA	3.0	\$45.00	\$135.00	\$45.00	\$135.00
G11	Pavement Marking, Directional Arrows, Left-Turn, White	EA	1.0	\$45.00	\$45.00	\$45.00	\$45.00
G12	Pavement Marking, Directional Arrows, Left-Turn and Through, White	EA	1.0	\$55.00	\$55.00	\$55.00	\$55.00
G13	Pavement Marking, Directional Arrows, Through, White	EA	1.0	\$40.00	\$40.00	\$40.00	\$40.00
G14	Pavement Marking, Edgelines, Water Bourne, 4-inch, White	L.F.	20727.0	\$0.26	\$5,389.02	\$0.26	\$5,389.02
G15	Pavement Marking, Centerlines, Water Bourne, 4-inch, Yellow	L.F.	20640.0	\$0.26	\$5,366.40	\$0.26	\$5,366.40
G16	Pavement Marking, Channelizing, Water Bourne, 8-inch, White	L.F.	665.0	\$0.45	\$299.25	\$0.45	\$299.25
G17	Pavement Marking, Channelizing, Water Bourne, 4-inch, Yellow	L.F.	310.0	\$0.35	\$108.50	\$0.35	\$108.50
G18	Pavement Marking, Crosswalk, Water Bourne, 6-inch, White	L.F.	830.0	\$0.40	\$332.00	\$0.40	\$332.00
G19	Pavement Marking, Words, White	L.F.	3.0	\$75.00	\$225.00	\$75.00	\$225.00
G20	Basketball Court Acrylic Filler (2 coats) and Color Surface (2 coats) (Laykold, Novacrylic or Plexipave)	S.Y.	267.0	\$11.23	\$2,998.41	\$11.23	\$2,998.41
G21	Basketball Court Marking, 2-inch, White	L.F.	300.0	\$3.90	\$1,170.00	\$1.40	\$420.00
G22	Truncated Domes, Plate (24"x30")	EA	26.0	\$175.00	\$4,550.00	\$225.00	\$5,850.00
G23	Railing Pipe	L.F.	175.0	\$75.00	\$13,125.00	\$166.00	\$29,050.00
G24	Landmark Monument, Non-Driven Aluminum Monument Set After HMA Binder Installation (Monument and Cap Provided by Village)	EA	1.0	\$100.00	\$100.00	\$200.00	\$200.00

Adjusted Bid Tabulation:
2015 Road Improvement Projects, Project No. 1409; and
Alt Bauer Park Pathway and Basketball Court, Project No. 1411

CONTINGENT ITEMS (H)				PAYNE & DOLAN		STARK ASPHALT	
ITEM NO.	BID ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
H01	Tracking Pad, Size 3-inch Clear or Washed Stone	Ton (Weight Ticket)	268.0	\$14.00	\$3,752.00	\$18.00	\$4,824.00
H02	Excavation Below Subgrade	C.Y. (In Situ)	6824.0	\$12.00	\$81,888.00	\$17.00	\$116,008.00
H03	Exploratory Excavation for Locating Unknown Utility	C.Y. (In Situ)	34.0	\$15.00	\$510.00	\$75.00	\$2,550.00
H04	Rock Excavation	C.Y. (In Situ)	20.0	\$150.00	\$3,000.00	\$510.00	\$10,200.00
H05	Erosion Bales	EA	500.0	\$1.50	\$750.00	\$1.50	\$750.00
SUM (A01 thru H05), NUMBER:				\$1,881,330.45		\$2,373,753.86	
				PAYNE & DOLAN		STARK ASPHALT	

\$949,980.30	DONGES BAY
\$418,766.19	COUNTRY AIRE
\$237,323.01	RIVER CREST
\$149,872.09	RIVERSBEND
\$63,482.10	SPATEN
\$61,906.77	ALT BAUER
\$1,881,330.46	TOTAL

\$1,755,941.59	ACCT #40-542-570-8810
\$63,482.10	ACCT #44-574-530-4500
\$61,906.77	ACCT #40-552-570-8310

\$1,630,693.00	BUDGET ACCT #40-542-570-8810
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\$125,248.59	BID EXCEEDED BUDGET
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Note: Recent Wisconsin DOT SE Region bid letting resulted in \$9 million over budget per Bob Elkin, WisDOT SE Region

Bid Item #G01 "Mobilization"	Bid Item #G02 "Traffic Control"	
\$47,632.00	\$22,301.00	Donges Bay
\$15,310.00	\$4,630.00	Country Aire
\$32,678.00	\$8,940.50	River Crest
\$25,980.00	\$6,198.00	Riversbend
\$2,500.00	\$300.00	Spaten
\$5,500.00	\$0.00	Alt Bauer
\$129,600.00	\$42,369.50	SUBTOTALS

From: Sims, Paul K. [Paul.Sims@rasmithnational.com]
Sent: Friday, February 20, 2015 2:40 PM
To: Brionne Bischke
Cc: Taivalkoski, Paul N.
Subject: Donges Bay Project
Attachments: 2015 Rates.pdf

Hi Brionne-

I talked to Bob Beilfuss about what you guys have typically stake on these in the past and this is what I have come up with for the 2015 phase of the project

We propose to provide the following construction staking tasks:

- Mark sawcuts
- Storm sewer/culverts
- Centerline (either on center or offset on one side)
- Edge of pavement in non-typical sections (i.e. turn and accel /decel lanes)
- Edge of walk

For these tasks we propose a fee of \$16,200

If slope stakes would be required it would be and additional \$5,500.

Additional tasks or replacing lost stakes are not included in the proposed fee and would be billed at our hourly rate. (see attached).

Thanks Brionne!

Paul K. Sims
Survey Construction Group Manager
262-317-3208
262-797-7373 fax

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200, Brookfield, WI 53005-5938

Design with vision | Deliver excellence | Provide the most responsive service to our clients

PROFESSIONAL FEES RATE SCHEDULE 2015

ENGINEERING SERVICES**PER HOUR**

Principal-In-Charge.....	\$204
Division Director.....	\$177
Senior Project Consultant.....	\$162
Senior Project Manager.....	\$145
Project Manager.....	\$133
Senior Project Engineer.....	\$133
Project Engineer.....	\$126
Civil Engineer.....	\$ 87 - \$118
Engineering Technician.....	\$ 64 - \$114
Planner.....	\$ 94 - \$109
Landscape Architect.....	\$122 - \$141
Landscape Technician.....	\$100
Irrigation Designer.....	\$129
Ecologist.....	\$100 - \$119
Senior Structural Engineer.....	\$134 - \$165
Structural Engineer.....	\$ 98 - \$124
Structural CAD Technician.....	\$ 72 - \$ 98

SURVEYING SERVICES

Survey Director.....	\$145
Senior Project Manager.....	\$133
Project Manager.....	\$118
2-Member Field Crew GPS/Robotics.....	\$175
Field Person GPS/Robotics.....	\$127
GPS Equipment.....	\$ 26
Project Surveyor.....	\$102
Survey Technician.....	\$ 71 - \$ 97
3D Laser Scan Project Manager.....	\$102
3D Laser Scan Technician.....	\$ 90
2-Member Field Crew w/Scanner.....	\$270
3-Member Field Crew w/Scanner.....	\$353

CONSTRUCTION SERVICES

Construction Services Manager.....	\$139
Construction Technician.....	\$ 74 - \$121

GIS & VISUALIZATION SERVICES

GIS Project Manager.....	\$115 - \$131
GIS Technician.....	\$ 60 - \$103
Visualization Services Manager.....	\$111
Visualization Technician.....	\$ 94 - \$105

IT & ADMINISTRATIVE SERVICES

Computer Services.....	\$150
Grants Specialist.....	\$103
Project Technician.....	\$ 71
Litigation/Expert Witness.....	\$229 - \$248

February 24, 2015

Mr. Daniel R. Ludwig, P.E.
Director of Public Works
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0334

Re: Proposal for Professional Services

Dear Mr. Ludwig:

Thank you for this opportunity to provide a quotation for construction professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

I. PROJECT NAME: Road Improvement Project
Project ID #1409
Donges Bay Road, Division Road to Pilgrim Road

II. DESCRIPTION OF SERVICES TO BE PERFORMED:

R. A. Smith National, Inc. proposes to monitor the removal and replacement of the driveway culverts, the grading of the ditches, and pulverizing of existing pavement. We will work with the contractor to have the sub base of the road proof rolled to determine the limits of excavation below subgrade, EBS, monitor the excavation areas and collect tickets of material used to fills the EBS voids.

Electronic reports will be generated and forwarded to the Village on a daily basis via e-mail. The reports will include detailed information of the newly installed improvements listed above as well as information on resident's concerns and other issues encountered.

The Village will perform a preconstruction survey to photographically record existing conditions. In addition, the Village will monitor all activities associated with the project outside of the Description of Services to be performed by R. A. Smith National, Inc.

III. COMPLETION SCHEDULE:

Work is anticipated to be completed in 2015.

IV. PROFESSIONAL FEES:

The above-described services will be provided on an hourly and expense basis. Fees will be invoiced monthly as the project proceeds. The primary representative on site during the installation of the improvements will be a Construction Technician supplied at a rate of \$84 per hour and a Construction Manager when required on the project is available at a rate of \$134 per hour.

The estimated cost to complete the above referenced activities is based on the contractor completing their activities in eight weeks or less and the site representative is needed on site an average of eight hours per day. The estimated fees are \$27,952. Usual and customary expenses such as mileage, postage, delivery, and applicable taxes are not included in the above fee, and will be invoiced at cost.

Deliver excellence, vision, and responsive service to our clients.

Mr. Daniel R. Ludwig, P.E.
Page 2 / February 24, 2015

V. ASSUMPTIONS AND CONDITIONS:

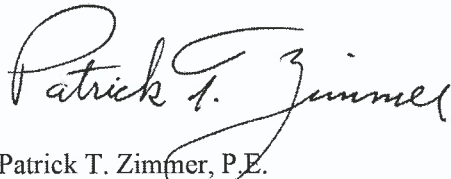
Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal.
- B. The hourly rates shown on the Professional Fees Rate Schedule are subject to change on an annual basis.

The attached Standard General Contract Terms for Professional Services are hereby made part of this Agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed please sign in duplicate and return one original to our office.

We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.

A handwritten signature in black ink that reads "Patrick T. Zimmer". The signature is written in a cursive style with a large, looping "Z" at the end.

Patrick T. Zimmer, P.E.
Director of Construction Services

Enclosures

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the CLIENT. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.

3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.

4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.

6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the CLIENT fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.

7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.

8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CLIENT. Any alterations to or tampering with the files shall constitute the agreement of the CLIENT to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said CLIENT and third parties.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT'S ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by CLIENT.

The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings. PROFESSIONAL shall have the sole and exclusive right to choose the mediator. Any fees and/or expenses charged by the mediator shall be shared equally between PROFESSIONAL and CLIENT.

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING 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, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Patrick T. Zimmer, P.E.
Director of Construction Services

PROFESSIONAL

By: _____

Date: February 24, 2015

PROJECT: Donges Bay Road, Division Road to Pilgrim Road

The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0334

CLIENT

By: _____

Printed Name: _____

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/ facsimile is an authorized form of notice to proceed.

Title: _____ Date: _____

©2015 R.A. SMITH NATIONAL, INC.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: April 7, 2015

AGENDA ITEM: New Business

ITEM TITLE: Consideration to Adjust 1st Quarter Sewer Invoice for Dan & Heather Barnes

SUBMITTED BY: Dan Ludwig, P.E., Director of Public Works

SUMMARY EXPLANATION:

Dan & Heather Barnes reside at W147 N9838 Rimrock Road. Excess water usage was noticed during the first quarter of 2014. Mr. Barnes realized the outside hose bib was leaking on March 28th.

The average normal water usage for the Barnes residence is 20,000 gallons/quarter. The first quarter water usage in 2015 was 81,000 gallons. The over average water usage was 61,000 gallons. The cost for the over average sewer usage was \$6.913/1000 gallons times 61,000 or \$421.69. Since the water did not go into the sanitary sewer, the MMSD portion of the sewer bill is requested to be rebated to Mr. Barnes. The MMSD portion of the sanitary bill is approximately ½ of the sewer bill or \$210.85.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

Utility Billing Activity report for W147 N9838 Rimrock Road.

RECOMMENDATION:

Staff is looking to the Public Works Committee for direction with regard to allow a reduction in the first quarter sewer invoice for Dan and Heather Barnes who reside at W147 N9838 Rimrock Road.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

DATE RUN: 03/31/15
TIME RUN: 07:33:19
ID: UB340000.WOW

VILLAGE OF GERMANTOWN
UTILITY BILLING ACTIVITY

PAGE 1

FROM DATE: 12/01/2012
TO DATE: 03/31/2015

DATE	ACTIVITY DESCRIPTION	READ TYPE	QUANTITY	AMOUNT
0035323000-00 DAN & HEATHER BARNES		W147 N9838 RIMROCK RD		
12/28/12	WATER	ACT	16	48.96
12/28/12	SEWER	ACT	16	136.93
01/14/13	PAYMENT: CK CHECK			185.89-
03/28/13	WATER	ACT	16	48.96
03/28/13	SEWER	ACT	16	136.93
04/05/13	PAYMENT: CK CHECK			185.89-
06/28/13	WATER	ACT	18	53.28
06/28/13	SEWER	ACT	18	149.50
07/08/13	PAYMENT: CK CHECK			202.78-
09/30/13	WATER	ACT	19	55.44
09/30/13	SEWER	ACT	19	149.50
10/07/13	PAYMENT: CK CHECK			204.94-
12/30/13	WATER	ACT	18	53.28
12/30/13	SEWER	ACT	18	149.50
01/14/14	PAYMENT: CK CHECK			202.78-
03/31/14	WATER	ACT	21	61.45
03/31/14	SEWER	ACT	21	168.36
04/09/14	PAYMENT: CK CHECK			229.81-
06/30/14	WATER	ACT	18	54.79
06/30/14	SEWER	ACT	18	149.50
07/09/14	PAYMENT: CK CHECK			204.29-
09/30/14	WATER	ACT	15	48.13
09/30/14	SEWER	ACT	15	130.65
10/22/14	PENALTY ON 09/30/14 BILLING			1.83
11/03/14	PAYMENT: CK CHECK			178.78-
12/30/14	WATER	ACT	26	72.55
12/30/14	SEWER	ACT	26	199.78
01/16/15	PAYMENT: CK CHECK			274.16-
03/31/15	WATER	ACT	81	200.76
03/31/15	SEWER	ACT	81	599.96
BALANCE:				800.72 *

$$81 - 20 = 61,000 \text{ gallons over average}$$
$$\times 6.913 / 1000 \text{ gallons}$$
$$421.69 \div 2 = 210.85$$

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: April 7, 2015

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase- Sidewalk Tractor (Trackless)

SUBMITTED BY: Jay Olszewski Superintendent of Highways, Parks, Building and Grounds

SUMMARY EXPLANATION:

Staff is presenting for Committee review the pricing obtained for purchasing a new sidewalk tractor. Staff carefully reviewed two options, the Trackless MT6 and the Maclean MV4. Traditionally we have purchased Trackless tractors. After extensive research and deliberate consideration staff feels the Maclean MV4 best fits the needs of the Department. This piece of equipment is a work horse in the field and is relied upon during all four seasons. The attachments were currently own are interchangeable between both tractors. Below is a breakdown of the pricing.

Bruce Municipal	Trackless MT6	\$136,520
Miller Bradford	Maclean MV4	\$143,375

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

Staff recommends purchasing a 2015 Maclean MV4 from Miller Bradford in the amount not to exceed \$143,375. If approved funds shall be allocated from Parks Capital Account 40-553-570-8530. This purchase price is under the \$150,000 budget allocation.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.



Corporate Office:
W250 N6851 Hwy 164
P.O. Box 904
Sussex, WI 53089

Sussex, WI 1-800-242-3115	Madison, WI 1-800-585-7219	De Pere, WI 1-800-638-7448	Negaunee, MI 1-800-562-9770
Eau Claire, WI 1-800-585-7232	Abbotsford, WI 1-888-886-4410	Rockford, IL 1-800-585-7231	

Distributors of Equipment and Supplies for ■ Construction ■ Forestry ■ Industry ■ Government

TO: Village of Germantown

DATE: February 9, 2015

REFERENCE:
Municipal Bid

WE SUBMIT THE FOLLOWING PROPOSAL:

QUANTITY	DESCRIPTION	AMOUNT
1	Maclean MV4. Cab with Heat and A/C, Reversing Fan, Limited Slip Axles Dual High Flow, Winter Radial Tires, 31X15.5X15 Turf Tires, Turn Signals, Condenser Screen, Cruise Control LED Lights,	\$112,715.00
1	Maclean MV2 Cab with Heat and A/C, Reversing Fan, Limited Slip Axles Dual High Flow, Winter Radial Tires, 31X15.5X15 Turf Tires, Turn Signals, Cruise Control LED Lights,	\$97,630.00
	Maclain 60" Snow Blower with Side Walk Chute	\$7,650.00
	Maclain 60" Oscillating Folding V Plow	\$5,860.00
	Maclain 14' Progressive Finishing Mower	\$17,150.00
1	MV2 Total Package	\$128,290.00
1	MV4 Total Package	\$143,375.00
	Price is subject to Availability of Inventory	

TERMS: Net Due upon Delivery
DELIVERY:

F.O.B.: MBR-Sussex



MACQUEEN EQUIPMENT
GROUP™

Quality Environmental Solutions and Support

www.macqueeneq.com

The Village of Germantown,

Thank you for allowing Bruce Municipal Equipment to quote your tractor needs. It has been a pleasure servicing your group and we look forward to the opportunity to continue to do so. Below you will find the final proposal for the Trackless MT6 unit that we have been in conversation about. Please do not hesitate to reach out with any questions that may arise.

MT6 115 HP TRACTOR 16" RADIALS (LT245/75R)	\$	91,832.00
---	----	-----------

TIRE OPTIONS FOR TRACTOR

Summer tires (31 x 13.5 x 15) \$715 x 4 tires	\$	2,860.00
---	----	----------

TRACTOR OPTIONS

Hydraulic pump & valve kit	\$	3,200.00
Air conditioning with heat and pressurizer	\$	4,130.00
Reversing engine fan	\$	2,274.00

WINTER ATTACHMENTS

60" snowblower with sidewalk chute	\$	8,045.00
5 position folding plow	\$	5,223.00

MOWING ATTACHMENTS

168" Progressive mower (requires options above)	\$	18,956.00
---	----	-----------

Total:	\$	136,520.00
---------------	-----------	-------------------

Mike Morford
Regional Sales Representative
Bruce Municipal Equipment
920-676-3166



SAINT PAUL / (651) 645-5726



MENOMONEE FALLS / (262) 252-4744



ANKENY / (515) 589-9994



LINCOLN / (402) 435-0061

We are an Affirmative Action, Equal Opportunity Employer

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday April 7, 2015

AGENDA ITEM: New Business

ITEM TITLE: Used Pick-up Truck Purchase

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting authorization to purchase a used pick-up truck to add to the Highways, Parks, Buildings & Grounds fleet. This truck was approved as part of the 2015 budget, and will replace a truck that is beyond it useful service life. Purchase of a used vehicle can be difficult due to the fast turn-around times needed to complete a transaction. Staff is requesting authorization to purchase a used pick-up truck that will best fit the needs of the department. The purchase will **NOT** to exceed the \$17,000.00 budgeted amount. The examples included in the back-up are illustrative only, as they may no longer be for sale at time of purchase.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends allowing for purchase of a used pick-up truck from account: 10-553-570-8100 **NOT** to exceed \$17,000.00.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.



2005 Chevrolet Silverado and other C/K2500

\$15,583

AT Car ID: AT-1748ECBF

Dealer Information

Harper Motors

200 Highway 531 Minden, LA 71055

Distance from ZIP 77011: 233 miles

Contact: Sales

Call Toll Free 1-888-684-6647

Car Details



Mileage 60,528

Body
Style Truck

Doors Two Door

Engine 8 Cylinder

Fuel Type Gasoline

Drive
Type 4 wheel drive - rear

Stock No. G9226A

VIN To view VIN, return to original vehicle description window, select the View VIN link, and enter the characters shown into the text box.

Options Installed

- 4 Doors
- 4-wheel ABS brakes



2006 Chevrolet Silverado and other C/K2500

\$15,994

AT Car ID: AT-177A6402

Dealer Information

Access Ford Lincoln of Corpus Christi
3680 INTERSTATE HIGHWAY 69 CORPUS CHRISTI, TX 78410
Distance from ZIP 77011: 192 miles
Contact: Randy Sparks
Call Toll Free 1-888-643-1307

Car Details



Mileage	52,776
Exterior Color	Graystone Metallic
Interior Color	Dk Pewter
Body Style	Truck
Doors	Two Door
Engine	8 Cylinder
Transmission	Automatic
Fuel Type	Gasoline
Drive Type	4 wheel drive - rear
Stock No.	6E283861T

VIN To view VIN, return to original vehicle description window, select the View VIN link, and enter the characters shown into the text box.



NEWLY LISTED 2005 Chevrolet Silverado and other C/K2500

\$14,998

AT Car ID: AT-17850F85

Dealer Information

Atlas Automotive

9948 E Main St Mesa, AZ 85207

Distance from ZIP 85001: 26 miles

Contact: Internet Sales

Call Toll Free 1-866-930-8641

Car Details



Mileage 96,629

Exterior Color White

Interior Color Gray

Body Style Truck

Doors Two Door

Engine 8 Cylinder

Transmission Automatic

Fuel Type Gasoline

Drive Type 4 wheel drive - rear

Stock No. 5758

VIN To view VIN, return to original vehicle description window, select the View VIN link, and enter the characters shown into the text box.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday April 7, 2015

AGENDA ITEM: New Business

ITEM TITLE: WDOT Salt Bid 2015-2016

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is bringing to Committee's attention that it has entered into the WisDOT Salt Bid Process for 2015 and 2016. Staff has committed the Village to purchase 2,100 ton of salt for the upcoming season. The per ton cost is not available at this time. The DOT required the Village submit the quantity of salt requested prior to the regularly scheduled PW meeting; therefore, it was impossible for staff to obtain Committee approval prior to the DOT deadline. Currently the Village has roughly 1750 ton of salt on hand. Staff purchased as much salt as we were contractually obligated to take this last season.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends remaining part of the WisDOT bid process. Staff also recommends committing to at least 2,100 tons of salt for 2015-2016.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

SALT PURCHASING INFO

YEAR	SALT	# OF OPERATIONS
14-15	2,185	44
13-14	3,258	67
12-13	3,467	53
11-12	2,127	42
10-11	3,430	57
9-10	2,045	38
8-9	3,332	53
7-8	3,432	79
6-7	3,304	52
5-6	3,093	46
4-5	2,475	45
3-4	1,659	32
2-3	2,138	39
1-2	1,744	25

AVERAGE SALT USE	2,700 TONS
Average use multiplied by 1.5	4,100 TONS

SALT ON HAND end of 14-15 Season	1,750 TONS
---	-------------------

SALT ORDERED FOR '15-16	2,100 Ton Seasonal Fill
	400 Ton Vendor Reserve
Estimate cost per ton \$67.00	2016 Budget \$168,000 *

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: April 7, 2015

AGENDA ITEM: New Business

ITEM TITLE: Approval of Contract for the Shallow Well Exploration Test Boring Phase

SUBMITTED BY: Dan Ludwig, P.E., Director of Public Works

SUMMARY EXPLANATION:

The Village solicited proposals from five contractors to drill three exploratory borings for a possible shallow well site. Four contractors submitted proposals. It was estimated that the cost would run \$28,500+/- for three test sites. Proposals were submitted by:

Badger Well Drilling:	\$40,716.00
CTW Corporation:	\$53,615.00
Municipal Well and Pump:	\$58,462.00
Water Well Solutions:	\$91,010.00
Layne Northwest:	No bid

This work is deemed to be professional services working with Foth Engineers on locating a new well site. Water utility capital outlay: well exploration account 50-180-183-3140 has budget money for this project.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

RECOMMENDATION:

Staff requests a positive recommendation be sent to the Village to approve Badger Well Drilling for a fee of \$40,716 for three Shallow Well Test Borings.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.



Lincoln Center II • 2514 South 102nd Street, Suite 278
West Allis, WI 53227
(414) 336-7900 • Fax: (414) 336-7901
www.foth.com

March 18, 2015

Mr. Dan Ludwig, P. E.
Director of Public Works
Village of Germantown
P. O. Box 337
Germantown, WI 53022-0337

Dear Dan:

RE: Review of Test Boring Quotations

Foth has reviewed the proposals/quotations received from contractors for drilling test borings on the lands northeast of Lannon and County Line Roads. Four quotations were received as follows:

<u>Contractor</u>	<u>Quoted Total Price</u>
1. Badger Well Drilling Mt. Calvary, WI	\$40,716.00
2. CTW Corporation Lannon, WI	\$53,615.00
3. Municipal Well and Pump Waupun, WI	\$58,462.00
4. Water Well Solutions Oconomowoc, WI	\$91,010.00

The quotations are based on drilling three borings at three separate locations, and include the cost of abandoning the borings. We have prepared the attached spreadsheet which identifies the unit prices for each bid item, and provides a subtotal for each boring. Copies of the completed unit price schedules received from each contractor are also attached.

The lowest quote is from Badger Well Drilling. I have worked with Badger in the past and recall them as being a competent contractor, who, in my opinion, is ideally suited for this work. In fact, my experience with Badger involved exploratory drilling work in Germantown approximately 10 years ago.

Mr. Dan Ludwig, P. E.
Village of Germantown
March 18, 2015
Page 2

You may recall that Foth's original estimate for this exploratory work was about \$24,000. This estimate was based on discussions with contractors late last year. Foth had provided a general description of the boring work to at least one contractor and requested a "ball park" estimate. Evidently, the contractor's estimate provided at that time was inaccurate. Although the quotations are based on drilling three borings, it is possible that only two boring may be drilled. If so, the cost of the work would be about \$23,000.

We recommend the village award this work to Badger Well Drilling. Please contact this office with questions and/or to discuss further.

Sincerely,

Foth Infrastructure & Environment, LLC

A handwritten signature in black ink, appearing to read "Gregory E. Bolin". The signature is fluid and cursive, with the first name "Gregory" being more prominent.

Gregory E. Bolin, P. E.
Senior Project Manager/Wisconsin Water Supply Manager

cc: Andrew Schultz, P. E., Foth Companies



QUOTATION SUMMARY
VILLAGE OF GERMANTOWN TEST BORINGS
QUOTES RECEIVED MARCH 12, 2015

Item No.		Unit		Qty.	Badger Well Drilling		CTW, Inc.		Municipal Well and Pump, Inc.		Water Well Solutions	
					Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
Test Boring No.1												
1	Mobilization and Demobilization	LS	1	\$700		\$700	\$3,900		\$1,850		\$5,000.00	\$5,000.00
2	Drill hole in unconsolidated formation to receive 6 inch casing	VF	25	\$25		\$625	\$22		\$550		\$25.00	\$625.00
3	Furnish and install 6 inch casing	VF	27	\$16		\$432	\$20		\$540		\$22.50	\$607.50
4	Drill 6 inch open hole in bedrock	VF	345	\$20		\$6,900	\$18		\$6,210		\$22.50	\$7,762.50
5	Develop boring	HOURL	5	\$135		\$675	\$275		\$1,375		\$300.00	\$1,500.00
6	Furnish, install, and remove inflatable packer	LS	1	\$125		\$125	\$500		\$330		\$1,500.00	\$1,500.00
7	Furnish, install, and remove test pump	LS	1	\$350		\$350	\$2,995		\$3,350		\$7,000.00	\$7,000.00
8	Perform pumping test	HOURL	8	\$125		\$1,000	\$85		\$680		\$250.00	\$2,000.00
9	Perform plumbness and alignment logging	LS	1	\$650		\$650	\$550		\$890		\$3,500.00	\$3,500.00
10	Abandon test boring	LS	1	\$2,220		\$2,220	\$2,025		\$1,970		\$2,800.00	\$2,800.00
	Subtotal Test Boring No. 1					\$13,677			\$19,325		\$20,084	\$32,295.00
Test Boring No.2												
1	Mobilization and Demobilization	LS	1	\$700		\$700	\$1,900		\$1,090		\$2,500.00	\$2,500.00
2	Drill hole in unconsolidated formation to receive 6 inch casing	VF	20	\$25		\$500	\$22		\$440		\$25.00	\$500.00
3	Furnish and install 6 inch casing	VF	22	\$16		\$352	\$20		\$440		\$22.50	\$495.00
4	Drill 6 inch open hole in bedrock	VF	350	\$20		\$7,000	\$18		\$6,300		\$22.50	\$7,875.00
5	Develop boring	HOURL	5	\$135		\$675	\$275		\$1,375		\$300.00	\$1,500.00
6	Furnish, install and remove inflatable packer	LS	1	\$125		\$125	\$500		\$330		\$1,500.00	\$1,500.00
7	Furnish, install, and remove test pump	LS	1	\$350		\$350	\$2,995		\$3,350		\$7,000.00	\$7,000.00
8	Perform pumping test	HOURL	8	\$125		\$1,000	\$85		\$680		\$250.00	\$2,000.00
9	Perform plumbness and alignment logging	LS	1	\$650		\$650	\$550		\$890		\$3,500.00	\$3,500.00
10	Abandon test boring	LS	1	\$2,220		\$2,220	\$2,025		\$1,970		\$2,800.00	\$2,800.00
	Subtotal Test Boring No. 2					\$13,572			\$17,205		\$19,234	\$29,670.00
Test Boring No.3												
1	Mobilization and Demobilization	LS	1	\$700		\$700	\$1,900		\$1,090		\$2,000.00	\$2,000.00
2	Drill hole in unconsolidated formation to receive 6 inch casing	VF	15	\$25		\$375	\$22		\$330		\$25.00	\$375.00
3	Furnish and install 6 inch casing	VF	17	\$16		\$272	\$20		\$340		\$22.50	\$382.50
4	Drill 6 inch open hole in bedrock	VF	355	\$20		\$7,100	\$18		\$6,390		\$22.50	\$7,987.50
5	Develop boring	HOURL	5	\$135		\$675	\$275		\$1,375		\$300.00	\$1,500.00
6	Furnish, install and remove inflatable packer	LS	1	\$125		\$125	\$500		\$330		\$1,500.00	\$1,500.00
7	Furnish, install, and remove test pump	LS	1	\$350		\$350	\$2,995		\$3,350		\$7,000.00	\$7,000.00
8	Perform pumping test	HOURL	8	\$125		\$1,000	\$85		\$680		\$250.00	\$2,000.00
9	Perform plumbness and alignment logging	LS	1	\$650		\$650	\$550		\$890		\$3,500.00	\$3,500.00
10	Abandon test boring	LS	1	\$2,220		\$2,220	\$2,025		\$1,970		\$2,800.00	\$2,800.00
	Subtotal Test Boring No. 3					\$13,467			\$17,085		\$19,144	\$29,045.00
Total of All Three Borings						\$40,716		\$53,615		\$58,462		\$91,010

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: April 7, 2015

AGENDA ITEM: New Business

ITEM TITLE: Consideration of Invoice – Seiler Instrument & Mfg. Maintenance Agreement

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

The Engineering Department's survey equipment undergoes annual maintenance, calibrations and updates. These services are budgeted for every year, including the Year 2015 budget.

Administrative procedure requires that budgeted expenses exceeding \$3,500 such as this one be authorized by the Committee.

ATTACHMENTS:

Seiler invoice

STAFF RECOMMENDATION TO COMMITTEE:

Authorize payment of Seiler's invoice for \$4,824.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**INSTRUMENT & MFG. CO. INC.**

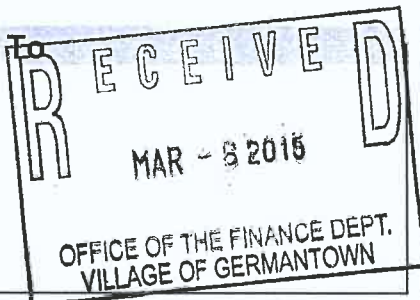
INSTRUMENTS OF PRECISION: MILITARY, SURVEYING, LABORATORY
3433 Tree Court Industrial
St. Louis, MO 63122
Phone 314.968.2282
Fax 314.968.2637
<http://www.seilerinst.com>

INVOICE

Invoice No.: **INV-320601**
Date: **02/27/15**
Order No.: **CO-295472**
Page No.:

Bill To

VILLAGE OF GERMANTOWN
PO BOX 337
GERMANTOWN, WI 53022

**Ship To**

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON RD
GERMANTOWN, WI 53022
BOB BEILFUSS

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS			F.O.B.		
116392		BOB BEIFUSS		NET 30			ORIGIN		
SALES REP				SHIPPING METHOD		SHIP DATE		INVOICE DUE DATE	
LUESCHOW, TERRY				EMAIL		02/27/15		03/29/15	
Line	QUANTITY			DESCRIPTION	U/M	UNIT		EXTENDED	
	ORD	SHIP	BACK			PRICE	PRICE		
1	1	1	0	EWLS-TS-ROBOT-SYSTEM WARRANTY - ROBOTIC TOTAL STATION SYSTEM SN-92720168 + SS59C17543	EA	\$1,795.00		1,795.00	
2	2	2	0	EWLS-GPSROVR-SYSTEM TRIMBLE ROVER EXT WARRANTY 4921173607 + 4921173720 SSAFC47656 + SSAFC47580	EA	\$1,185.00		2,370.00	
3	1	1	0	EWLS-TBC-ADV-SW SOFTWARE MAINTENANCE - SURVEY TRIMBLE BU SN-1584071059	EA	\$659.00		659.00	

SUB TOTAL: \$4,824.00
FREIGHT CHARGES: \$0.00
PRE-INVOICED AMOUNT: \$0.00
SALES TAX: \$0.00

TOTAL AMOUNT DUE: \$4,824.00

P.O.

VENDOR #	19194
ACCT. #	
DISC. \$	
APPROVAL	

WE THANK YOU FOR YOUR BUSINESS AND LOOK FORWARD TO SERVING YOU AGAIN.

PLEASE REFERENCE INVOICE NUMBER ON YOUR CHECK AND REMIT TO:

Seiler Instrument & Mfg. Co. Inc.
3433 Tree Court Industrial
St. Louis, MO 63122

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: April 7, 2015

AGENDA ITEM: New Business

ITEM TITLE: Approval of WIS DOT Paving Project–Holy Hill Road

SUBMITTED BY: Dan Ludwig, Public Works Director

SUMMARY EXPLANATION:

The DOT is planning on milling and overlaying the existing roadway along Holy Hill Road from Street B (Shell Station) to the west ramp termini of the interchange with USH 41/45. This road construction work will be done at no cost to the Village. The project is being done in conjunction with the US Open scheduled for 2017 at Erin Hills. Remote parking is being planned off Street B near the Shell Station.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Plan sheets showing paving project along Holy Hill Road at USH 41/45.

RECOMMENDATION:

Staff requests the Public Works Committee approve the WIS DOT paving project along Holy Hill Road from Street B to the west ramp termini at the interchange with USH 41/45.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

PROJECT ID: 1000-44-73
WITH: DOT

COUNTY: WASHINGTON

ORDER OF SHEETS

Section No. 1	Title
Section No. 2	Typical Sections and Details
Section No. 3	Estimate of Quantities
Section No. 3	Miscellaneous Quantities
Section No. 4	Right of Way Plat
Section No. 5	Plan and Profile
Section No. 6	Standard Detail Drawings
Section No. 7	Sign Plates
Section No. 8	Structure Plans
Section No. 9	Computer Earthwork Data
Section No. 9	Cross Sections

TOTAL SHEETS =



DESIGN DESIGNATION

A.A.D.T. 2020	=	77,200
A.A.D.T. 2030	=	83,300
D.H.V.	=	9.1%
D.D.	=	62/38
T.	=	11.4%
DESIGN SPEED	=	65 MPH
ESALS	=	

CONVENTIONAL SYMBOLS

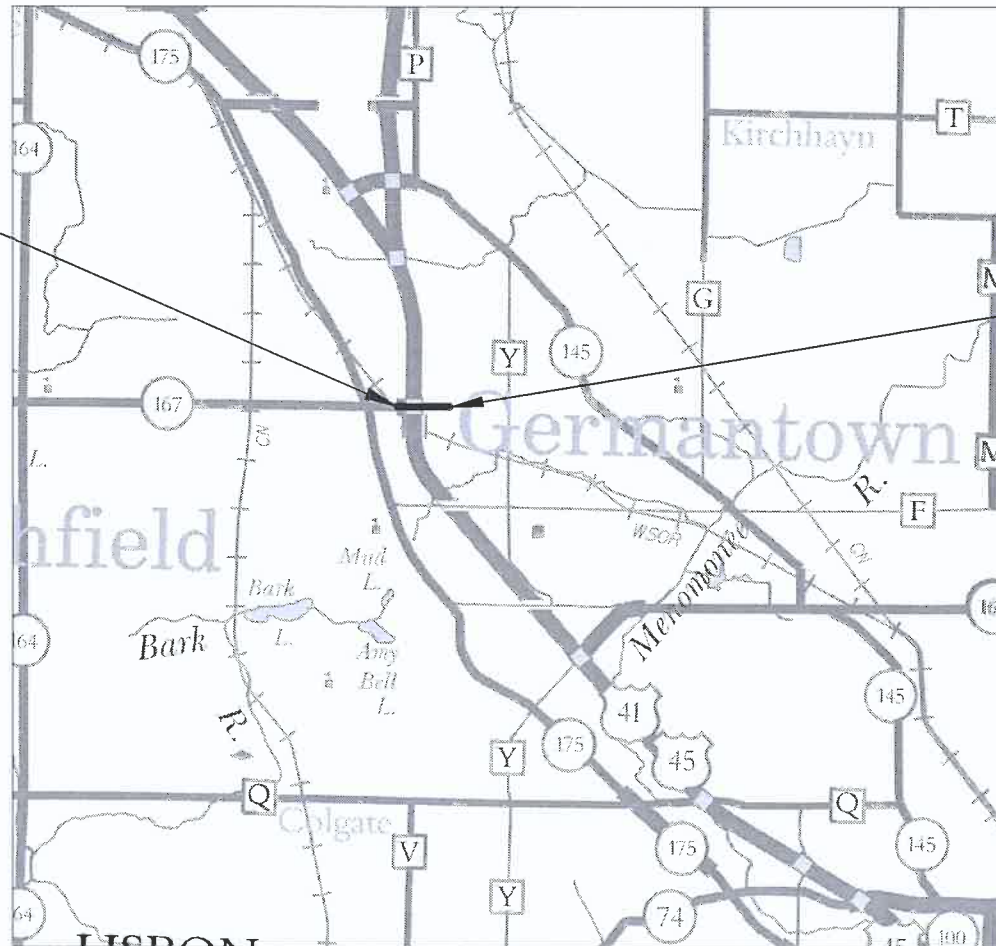
PLAN	
CORPORATE LIMITS	
PROPERTY LINE	
LOT LINE	
LIMITED HIGHWAY EASEMENT	
EXISTING RIGHT OF WAY	
PROPOSED OR NEW R/W LINE	
SLOPE INTERCEPT	
REFERENCE LINE	
EXISTING CULVERT	
PROPOSED CULVERT (Box or Pipe)	
COMBUSTIBLE FLUIDS	
MARSH AREA	
WOODED OR SHRUB AREA	

PROFILE	
GRADE LINE	
ORIGINAL GROUND	
MARSH OR ROCK PROFILE (To be noted as such)	
SPECIAL DITCH	
GRADE ELEVATION	
CULVERT (Profile View)	
UTILITIES	
ELECTRIC	
FIBER OPTIC	
GAS	
SANITARY SEWER	
STORM SEWER	
TELEPHONE	
WATER	
UTILITY PEDESTAL	
POWER POLE	
TELEPHONE POLE	

	ROCK
	LABEL
	95.36
	E
	FO
	G
	SAN
	SS
	T
	W

BEGIN PROJECT 1000-44-73
STA 115+80

STATE PROJECT NUMBER
1000-44-73



END PROJECT 1000-44-73
STA 132+62

LAYOUT
SCALE 0 1 MI

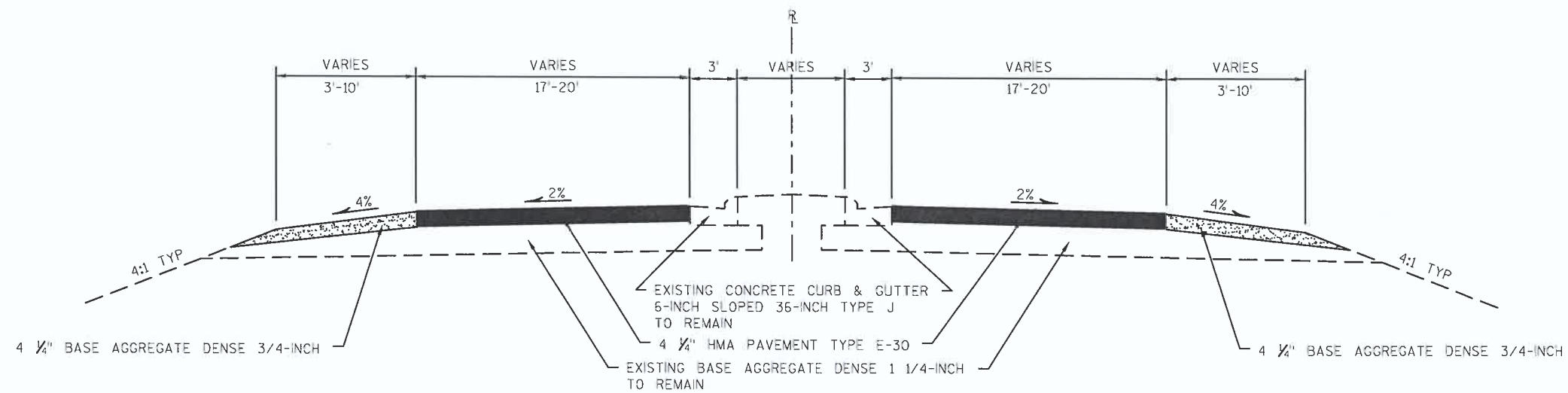
TOTAL NET LENGTH OF CENTERLINE = 0.318

HORIZONTAL POSITIONS SHOWN ON THIS PLAN ARE WISCONSIN COUNTY COORDINATES, WASHINGTON COUNTY, NAD83 (2007), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES. ELEVATIONS SHOWN ON THIS PLAN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD88 (2007).

STATE PROJECT	FEDERAL PROJECT	
	PROJECT	CONTRACT
1000-44-73		

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
PREPARED BY	
Surveyor	DOT
Designer	N. YANG
Project Manager	CHRISTINE HANNA
Regional Examiner	REGIONAL EXAMINER
Regional Supervisor	REEM SHAHIN
C.O. Examiner	
APPROVED FOR THE DEPARTMENT	
DATE:	(Signature)

E

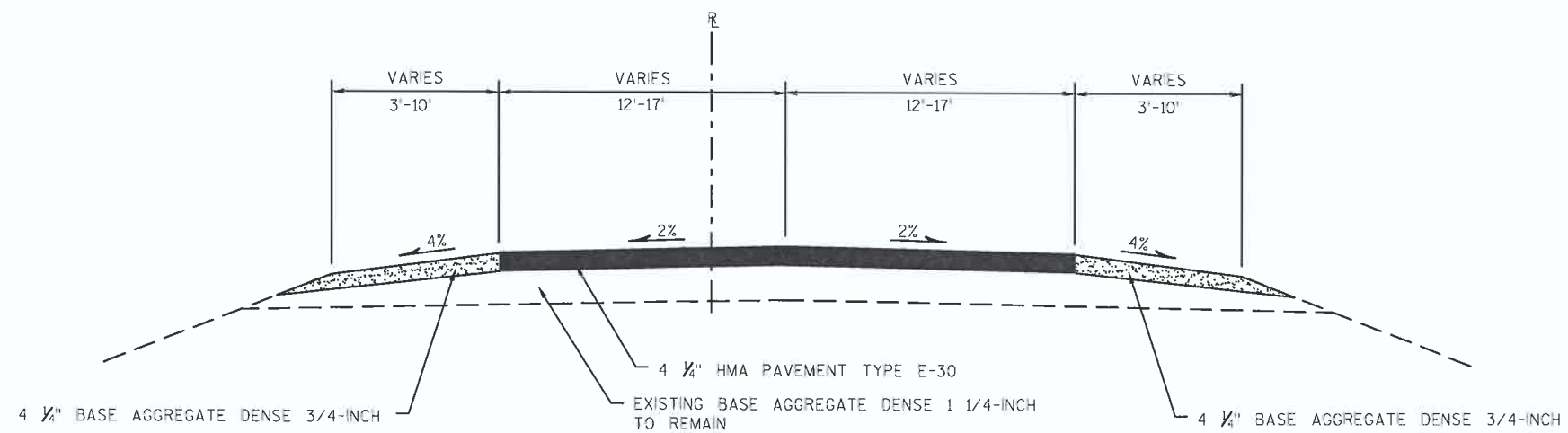


TYPICAL FINISHED SECTION

HOLY HILL RD.

STA. 115+80 TO STA. 118+91

STA. 121+05 TO STA. 128+00



TYPICAL FINISHED SECTION

HOLY HILL RD.

STA. 128+00 TO STA. 132+62

LEGEND

- 1 PAVEMENT MARKING EPOXY 4-INCH (WHITE)
- 2 PAVEMENT MARKING EPOXY 4-INCH (YELLOW)
- 3 PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 8-INCH
- 4 PAVEMENT MARKING GROOVED STOPLINE PREFORMED THERMOPLASTIC 18-INCH (WHITE)
- 5 PAVEMENT MARKING GROOVED WORD PREFORMED THERMOPLASTIC (ONLY)
- 6 PAVEMENT MARKING GROOVED ARROWS PREFORMED THERMOPLASTIC TYPE 2
- 7 PAVEMENT MARKING ISLAND NOSE EPOXY (YELLOW)
- 8 PAVEMENT MARKING CURB EPOXY (YELLOW)

N

HOLY HILL RD

116

620

618

616

USH 41/ 45 SB

USH 41/ 45 NB

616

618

620

622

624

622

624

616

618

620

622

624

MATCH LINE
130+00MATCH LINE
130+00

STREET B

HOLY HILL RD

PROJECT NO:1000-44-73

HWY:HOLY HILL ROAD

COUNTY:WASHINGTON

PAVEMENT MARKING

SHEET

E

FILE NAME : N:\PDS\C3D\CAD\10004473\100PM.DWG

PLOT DATE : 2/9/2015 2:15 PM

PLOT BY : SCHMIDT, JUDENE M

PLOT NAME :

PLOT SCALE : 1" = 100' _XREF

WISDOT/CADDs SHEET 42

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: April 7, 2015

AGENDA ITEM: New Business

ITEM TITLE: Approval of Permanent Easement with We Energies for Gas Pipeline

SUBMITTED BY: Dan Ludwig, Public Works Director

SUMMARY EXPLANATION:

The roundabout project at Fond du Lac Avenue and Donges Bay Road is scheduled to be constructed in 2016. This is the time frame We Energies is planning on relocating a portion of their gas pipeline along the north side of Donges Bay Road east of Fond du Lac Avenue in a 20' wide **permanent** easement. This same parcel was just appraised by the DOT to purchase **fee title** and a **temporary** easement. The compensation the Village received for the **fee title** was \$106,735 per acre and for the **temporary** limited easement was \$9,444 per acre.

One way to assess the value of a permanent easement is to average the fee title and temporary price per acre and use that value per acre for compensation since we don't have a cost per acre for a **permanent** easement.

If that method is used, the area of the easement is 273.1' x 20' or 0.12539 acres and the average cost per acre of \$58,089.50. The recommended compensation is \$7,284.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER____

RECOMMENDATION:

Staff requests the Public Works Committee recommend to the Village Board approval of the permanent easement with We Energies to enable the construction of a gas pipeline through Germantown for a fee of \$7,284.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**DISTRIBUTION EASEMENT
GAS**

Document Number

WR NO. **3697721** IO NO. **RO47500545**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF GERMANTOWN**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN GAS LLC, a Wisconsin limited liability company doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as the Southerly 20 feet being a part of Grantor's land as described in the **Warranty Deed** recorded **November 10, 1999** in the office of the Register of Deeds in and for Washington County as **Document No. 842072** being part of the **Southwest 1/4 of Section 25, Township 9 North, Range 20 East** in the Village of Germantown, Washington County, Wisconsin.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

1. **Purpose:** The purpose of this easement is to install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

GTNV253980
(Parcel Identification Number)

Grantor:

VILLAGE OF GERMANTOWN

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2015,
the above named _____, the _____
and _____, the _____
of the VILLAGE OF GERMANTOWN, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Michele M. Arendt on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

CONSTRUCTION OVERVIEW

 = Proposed Gas Main (New Easement Area)



**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: April 7, 2015

AGENDA ITEM: New Business

ITEM TITLE: Award of Contract – Seal Coat Projects

SUBMITTED BY: Jay Olszewski, Highways, Parks, Building & Grounds Superintendent
Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

Recall that the seal coat projects were selected during the Committee's March 3, 2015 meeting and the Village Board's March 16, 2015 meeting.

The contract was bid from March 19 to April 2, 2015. On April 1st, the A/E Graphics plan room shows that there are three plan holders:

1. Fahrner Asphalt Sealers (Kaukauna, WI)
2. Struck & Irwin Paving (DeForest, WI)
3. Scott Construction (Lake Delton, WI)

The bid opening is scheduled for 2:00 PM, April 2nd. A bid tabulation will be prepared shortly afterward.

ATTACHMENTS: None

STAFF RECOMMENDATION TO COMMITTEE:

TBD after April 2, 2015 bid opening

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: April 7, 2015

AGENDA ITEM: New Business

ITEM TITLE: Award of Change Order to R.A. Smith Donges Bay Road Design Contract

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

During its July 21, 2014 meeting, the Village Board established and adopted Donges Bay Road's template design criteria, and awarded a contract to R.A. Smith National (RASN) to prepare the design. After RASN completed the design to a 90% complete level, the Village Board and staff directed RASN to make some localized alterations to the template design established during the July 21st meeting and to develop some exhibits at the request of several residents concerned about impacts to the frontages of their respective properties.

ATTACHMENTS:

- 1) RASN change order (Feb. 26, 2015)
- 2) RASN contract, original (Aug. 26, 2014)

STAFF RECOMMENDATION TO COMMITTEE:

Recommend to Village Board to award a \$4,900 change order to the R.A. Smith National Donges Bay Road design contract.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

February 26, 2015

Brionne R. Bischke, P.E.
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0337

Re: Contract Amendment No. 1
Donges Bay Road Design and Construction Plans

Dear Brionne,

We are submitting this contract amendment to the original design services contract authorized on August 8, 2014, for additional design services as noted below:

I. DESCRIPTION OF ADDITIONAL SERVICES TO BE PERFORMED:

- A. Path Design: To provide greater separation between vehicles and path users to enhance safety, the Village Board at their January 19, 2015 meeting requested the relocation and design of four existing path segments between Division Road and Pilgrim Road not included in the original design services contract. The path segment at the Jefferson Ditch crossing on the north side of Donges Bay Road will require approximately 400 feet of curb and gutter, inlets and storm sewer. In addition, the new segment of path on the north side of Donges Bay Road between Pilgrim Road and Preserve Parkway was revised to off road at the historical Schunk Farmhouse. Additional design, drafting, utility coordination, and quantity computations are necessary.
- B. Curb and Gutter and Curb Ramp Design: to provide a smoother transition to sidestreet profiles, curb and gutter replacement will be necessary at the radii of Larkspur Lane, Mohawk Drive, Fieldstone Pass, Windsong Road/Preserve Parkway, Heritage Hills Parkway, Raintree Drive and Magnolia Drive. Replacement of the curb and gutter will necessitate replacement of the curb ramps at the above intersections with the exception of Mohawk Drive, which doesn't have curb ramps. In addition, curb and gutter was requested fronting the St. John's Cemetery, requiring the inclusion of an inlet and storm pipe. Curb and gutter and ramp replacement in these areas were not included in the original design services contract and will require additional design, drafting, utility coordination, and quantity computations.

II. PROFESSIONAL FEES:

The above-described contract amendment will be provided for a lump sum fee of **\$4,900, for a project total fee of \$49,900**. Fees will be invoiced monthly on a percent complete basis.

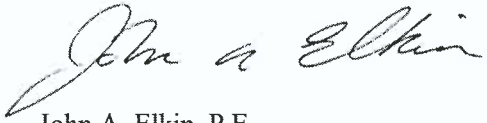
Deliver excellence, vision, and responsive service to our clients.

Brionne R. Bischke, P.E., Village Engineer
Page 2 / February 26, 2015

If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed please sign in duplicate and return one original to our office.

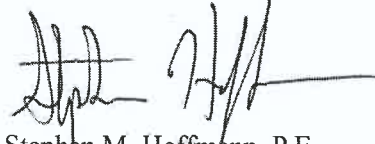
Thank you!

Sincerely,
R.A. Smith National, Inc.

A handwritten signature in cursive script, appearing to read "John A. Elkin".

John A. Elkin, P.E.
Senior Project Manager

R.A. Smith National, Inc.

A handwritten signature in cursive script, appearing to read "Stephan M. Hoffmann".

Stephan M. Hoffmann, P.E.
Director of Transportation

August 26, 2014

Brionne R. Bischke, P.E.
Village Engineer
Village of Germantown
N112 W17001 Mequon Road, P.O. Box 337
Germantown, WI 53022-0337

Re: Proposal for Professional Services

Dear Brionne,

Thank you for this opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the Services Not Included, the proposed Completion Schedule, the Professional Fees, the Assumptions and Conditions under which this proposal is being made.

I. PROJECT NAME: Donges Bay Road Design and Construction Plans

II. DESCRIPTION OF SERVICES TO BE PERFORMED:

R.A. Smith National, Inc. (RASN) will provide roadway design and develop construction plans for the above referenced project between Division Road and Magnolia Drive. One set of plans will be prepared, but with quantities broken out by the following segments for a January 2015 letting:

Division Road to west of Pilgrim Road
East of Pilgrim Road to Magnolia Drive

The project scope is as follows:

- A. The project will be locally let and the Village will prepare the construction contract documents, including all administrative and technical specifications.
- B. RASN will convert survey files from the Wisconsin County Coordinate System to the Wisconsin State Plane Coordinate System, South Zone, North American Datum of 1927. Additional survey is required to locate section corners and control points in State Plane NAD27 (SEWRPC) for proper correlation.
- C. Similar rehabilitation (pulverize and overlay) and EBS reconstruction areas as currently shown on the WisDOT 30% plans (dated 9/6/2013), except that the proposed roadway width will be similar to the existing. A design profile for the rehabilitation segments will not be required. Cross-sections will not be provided. Standard Village construction details will be incorporated into the plans. Special construction details are not anticipated. Existing bypass and turn lanes are included in their current configuration only. Pavement marking and permanent signing are included.
- D. The typical roadway cross-section will be two 12-foot lanes from Pilgrim Road to Fond du Lac Avenue, and two 11-foot lanes from Division Road to Pilgrim Road. Shoulders shall generally match the existing width, the minimum being 2 feet total in width (1-foot paved and 1-foot gravel), the maximum being 6-foot total (with 5-foot paved and 1-foot gravel). One public involvement meeting, two Village board or committee meetings, and three Village staff meetings are planned. No additional project advisory committee meetings will be required.

Deliver excellence, vision, and responsive service to our clients.

- E. A detour plan is included. Construction staging plans are not required.
- F. No wetland impacts and related DNR coordination are anticipated.
- G. The Village will prepare MMSD and DNR permits as needed.
- H. Utility relocation coordination is included.
- I. Driveways and Side Roads: Driveway paving will be included within the right-of-way and side roads paved to the end of return/radius (including Pilgrim Road).
- J. Ditches and culverts: Ditches will remain as close as possible to their existing location, sideslopes and elevation. Where ditch grading is absolutely necessary they will be designed with 4:1 typical ditch front slopes and back slopes, 3:1 maximum, and will be shown with spot grades on the ditch centerline. Existing cross and driveway culverts will be replaced with similar size concrete culverts. Upsizing and/or analysis of culvert hydraulics will not be required.
- K. 8-foot wide multi-use path: An 8-foot wide asphalt path will be provided on the north side of Donges Bay Road between Pilgrim Road and Heritage Hills Parkway. The existing sidewalk on the south side of the road shall remain as is. Additional curb ramps will not be provided on the south side of Donges Bay Road. The new north side path will be generally off-road, except where it will be 8-foot wide on-road to avoid impacts to the historical Schunk Farmhouse and St. John's Evangelical Cemetery. Retaining wall design and layout is not anticipated.
- L. Jefferson Ditch Crossing: This work includes replacement of the Jefferson Ditch culverts. A hydraulic report will be prepared and submitted to the DNR for approval. A Letter of Mapped Revision (LOMR) submittal to FEMA is not included.
- M. MMSD Analysis and Coordination: increases of impervious area of 0.5 acres or more require coordination with MMSD and include a volumetric analysis, technical memorandum and the design of permanent ditch checks.

III. COMPLETION SCHEDULE:

Construction plans and quantity computations will be submitted to the Village for review by December 15, 2014.

IV. PROFESSIONAL FEES:

The above-described scope will be provided for a lump sum fee of **\$45,000**. Fees will be invoiced monthly on a percent complete basis.

Usual and customary expenses such as mileage, postage, delivery, printing, telephone charges and applicable taxes are not included in the above fee, and will be invoiced at cost.

- A. As your project progresses, additional work beyond the scope of this agreement may be required. Please initial below how you would like us to proceed with such work (note: construction

Brionne R. Bischke, P.E.
Page 3 / August 26, 2014

staking, if applicable is addressed in Section B):

- _____ Time is critical. Proceed with any additional work and notify me with the details as soon as possible. I understand that this work will be performed on an hourly, time-and-material basis.
- _____ Contact me to obtain my verbal authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.
- _____ Contact me to obtain my written authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.

V. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

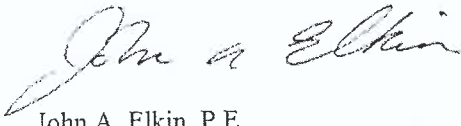
- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal.
- B. The design of urban/curb and gutter sections is not required.
- C. Plans not provided include landscaping and storm sewer.
- D. Any wetland impacts and Section 401/404 permits will be prepared/coordinated by the Village.
- E. Historical coordination will not be necessary.
- F. Retaining wall design is not included.
- G. Fee right-of-way acquisition at the Jefferson Ditch improvements is not anticipated. Temporary grading easements/construction permits, if necessary, will be prepared and acquired by the Village.
- H. Additional geotechnical investigations are not required.
- I. Additional bypass and/or turn lanes or extensions are not required.
- J. Wider shoulders are not required.
- K. Pilgrim Road intersection turn lanes, traffic signals, right-of-way plat, title searches, and appraisal staking are considered Extra Services.

Brionne R. Bischke, P.E.
Page 4 / August 26, 2014

The attached Standard General Contract Terms for Professional Services and the separate Village of Germantown Village Board Meeting Minutes of July 21, 2014 (motions carried under items F, G, and H under New Business). are hereby made part of this Agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed please sign in duplicate and return one original to our office.

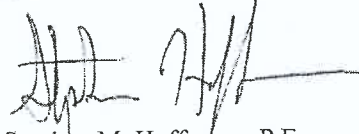
We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.



John A. Elkin, P.E.
Senior Project Manager

R.A. Smith National, Inc.



Stephan M. Hoffmann, P.E.
Director of Transportation

Enclosures

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices. All persons providing such services under this agreement shall have such active certifications, licenses and permissions as may be required by law.

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the CLIENT. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement.

3. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

4. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL. PROFESSIONAL shall maintain all records pertaining to this Agreement during the term of the Agreement and for a period of 3 years following the completion. Such records shall be made available by the PROFESSIONAL to CLIENT for inspection and copying upon request.

5. This Agreement may be terminated by Client for its convenience, for any or no reason, upon written notice to PROFESSIONAL. This Agreement may be terminated by PROFESSIONAL upon thirty (30) days written notice. Upon such termination by CLIENT, PROFESSIONAL shall be entitled to payment of such amount as shall fairly compensate PROFESSIONAL for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this Agreement, including but not limited to, other actual or potential agreements for services with other parties. In the event that this Agreement is terminated for any reason, PROFESSIONAL shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to work that PROFESSIONAL may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold PROFESSIONAL harmless for any work that is incomplete due to early termination. The rights and remedies of CLIENT and PROFESSIONAL under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this Agreement.

6. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S conduct, may result in adjustments to said schedules and estimates/fees.

7. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CLIENT. Any alterations to or tampering with the files shall constitute the agreement of the CLIENT to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said CLIENT and third parties.

8. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered pursuant to the terms of this Agreement regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. In the event that CLIENT fails to promptly and fully pay or contest any invoice as and when due, then, and in addition to any other remedies allowed by law, PROFESSIONAL, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to CLIENT, and immediately invoice CLIENT for all unbilled work-in-progress rendered and other expenses incurred. Upon PROFESSIONAL'S receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, PROFESSIONAL shall resume services, provided that the time

schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to PROFESSIONAL to compensate PROFESSIONAL for the period of suspension plus any other reasonable and necessary time and expenses PROFESSIONAL suffers or incurs to resume services.

9. To the fullest extent permitted by law, PROFESSIONAL shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of PROFESSIONAL or PROFESSIONAL'S officers, directors, partners, employees, and consultants in the performance of PROFESSIONAL'S services under this Agreement. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PROFESSIONAL, PROFESSIONAL'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this Agreement. To the fullest extent permitted by law, PROFESSIONAL'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of PROFESSIONAL and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of CLIENT, PROFESSIONAL, and all other negligent entities and individuals. In addition to the indemnity provided above, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PROFESSIONAL and PROFESSIONAL'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected condition of the nature identified in Paragraph 2, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

10. This Agreement shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this Agreement shall be the Circuit Court for Washington County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

11. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

12. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING 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, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
John A. Elkin, P.E.
Senior Project Manager

PROFESSIONAL

By: John A. Elkin
Date: August 26, 2014

PROJECT: Donges Bay Road Design and Construction Plans

The above and foregoing proposal is hereby accepted and
PROFESSIONAL is authorized to proceed with the work.

Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0337

CLIENT

By: Dean M. Wolter

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission facsimile is an authorized form of notice to proceed.

Printed Name: Dean M. Wolter

Title: Village President Date: 8-28-14

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