

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, May 12, 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 Miller, Warren and Zabel
- III. **APPROVAL OF MINUTES:** April 7, 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. **NEW BUSINESS:**
 - A. Ordinance Repealing and Recreating Subsection 13.29(8) of the Germantown Code of Ordinances Relating to the Regulation of Private Sanitary Sewer Laterals
 - B. Education & Outreach for a Private Property Infiltration/Inflow Project Plan
 - C. Cost-Sharing Proportions for a Private Property Infiltration/Inflow Project Plan
 - D. Acceptance of Fire Hydrant Lead Maintenance Agreement – Sunlite Plastics
 - E. Authorize Additional Well Televising Scope to Well #4 Pump Conversion Project
 - F. Approval of Change Order – Contract Repairs – Wolf House
 - G. Authorization to Fill Operator Vacancy in Highways, Parks, Buildings & Grounds Department and Authorize Job Description Update
 - H. Authorization to Contract with Wachtel Tree Service – EAB Detailed Plan/Consulting
 - I. Authorization to Purchase Truck Box
 - J. Acceptance of Improvements and Retainer Reduction – Continental 246 (Buffalo Wild Wings)
 - K. Donges Bay Road Contract Amendment Reconsideration
 - L. Relocation Order for Donges Bay Road between Division and Pilgrim Roads
 - M. Recommendation for Ruekert-Mielke to Perform a 5 year Audit as per CMOM
 - N. Award of Contract – Catie Vista Storm Relay

VI. **ANNOUNCEMENTS:**

The Next Public Works Committee Meeting will be held **Tuesday, June 2, 2015 @ 5:00 p.m.**

VII. **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

April 7, 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 March 3, 2015.

Motion carried unanimously.

PUBLIC COMMENT: None

MOTION made by Vanderheiden, seconded by Zabel to move to Item “A” under New Business of the Public Works and Highway Committee Meeting agenda.

Motion carried unanimously.

CONSIDERATION OF A UTILITY CREDIT – W147 N9838 RIMROCK ROAD:

Dir. Ludwig reported resident Dan Barnes requested by letter, consideration of a utility credit toward his first quarter utility invoice. On March 28th Mr. Barnes found that his outside hose bib was broken and leaking. The Village Utility Clerk did notify Mr. Barnes when it was found his first quarter reading showed unusually high usage. The Committee was provided with the billing history and a calculation of averages. The over average water usage was 61,000 gallons. Since the water did not go into the sanitary sewer, it was suggested that one half of the MMSD portion of the sewer bill (\$210.85) could be rebated to Mr. Barnes. Mr. Barnes provided a copy of an estimate to have the hose bib repaired.

MOTION made by Zabel, seconded by Vanderheiden authorizing staff to credit \$210.85 toward the sanitary sewer portion of the previous sewer invoice for the property at W147 N9838 Rimrock Road.

Trustee Warren voiced concern as he felt utility bill credit requests were becoming more common where the Village was subsidizing residents that weren't maintaining their property properly.

Dir. Ludwig stated he received approximately 4-6 utility bill credit requests per year. There have been additional requests which are first reviewed to determine if credits are warranted. Policy has always been if the Village knows the water didn't go into a floor drain or directly into the sanitary sewer by some other means, past practice has been to refund the MMSD O&M charge back to the land owner. You have a portion of the sewer bill that is MMSD O&M and a portion of the sewer bill that is Village O&M. The Village's O&M is much higher than MMSD's O&M. Yes, you are subsidizing but you're still covering the cost going to MMSD.

The Village is not billed on “end of pipe volume”. The Village is billed based off of reported volumes from the water meters. That is why the Village Sewer Utility co-owns the water meters with the water utility.

Wastewater Superintendent Zimmerman added the Village charges “X” number of dollars per thousand gallons that includes the MMSD portion that the Village pays. The Village’s portion is substantially higher because we want to be a “for profit” utility. The Village still needs to meet its O&M expenses as part of the annual budget.

Motion carried 3 -1 (Warren)

RESIDENT REQUEST FOR SIDEWALK FRONTING BP, BMO HARRIS & COLUMBIA ST. MARY’S PROPERTIES: Engr. Bischke provided an update regarding a resident request for sidewalk fronting the above named properties. The 2015 Budget did not include funding for installing this segment of sidewalk. Estimated sidewalk costs for the three businesses totaled \$36,450.00. Upon further investigation of any existing agreements with the subject properties it was found that Columbia St. Mary’s submitted a letter of intent for their future responsibility for funding sidewalk fronting their property and the BMO Harris and BP locations had language requiring the owner’s responsibility as part of their CUP (Conditional Use Permit) from the mid 1980’s. As the two properties had undergone at least one change of ownership, it was the advice of the Village Attorney that the CUP’s transfer responsibilities to successor owners but that the agreement between two parties may not. The Village could implement a special assessment process that would be exclusive of the agreements and CUP’s. The process starts with the Committee creating the initial resolution with intent to special assess. Staff would then prepare an Engineer’s report. The Committee and Board would then need to pass a final resolution of special assessment. As a courtesy, staff can notify the affected property owners of the topic to discuss the special assessment allowing the businesses to publicly speak at a Public Works Committee meeting.

Dir. Ludwig suggested another approach would be to contact the property owners and if they were willing to sign a document stating they waive their rights for a public hearing, the documents could be prepared, and the preliminary Ordinance and final Ordinance could be completed.

MOTION made by Vanderheiden, seconded by Warren instructing staff to initiate contact with the property owners of BP, BMO Harris, and Columbia St. Mary’s regarding the potential of constructing sidewalk fronting their property on Mequon Road in Year 2016 and their intention to fund. If owners fail to respond, staff shall return to the Public Works Committee with a request to start Special Assessment procedures.

Motion carried unanimously.

DEVELOPMENT OF PRIVATE PROPERTY INFLOW & INFILTRATION POLICY:

Per the direction of the Committee at its March 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 of MMSD had identified three communities having such ordinances. Also provided to the Committee were examples from two other communities’ use of education materials. Also discussed at the March meeting was the cost

sharing formula where the Village would fund 100% of the lateral situated in the right-of-way and the 30%-70% formula be applied to the portion of the lateral situated in private property. A draft ordinance was created and the Village Attorney provided a few comments. Discussion included:

- The original language - Once a lateral is certified, it doesn't need to be re-certified for 10 years; You could sell your home any time in between that time and not have to have another inspection;
- Out of all communities in Milwaukee County only three are required to perform a point of sale inspection. Why would you put that burden on the Village residents?
- Trustee Kaminski said there are MMSD funds that need to be spent on private laterals. The "carrot" is that the Village is going to pay a portion of the repair for the home owner. The "stick" is you better get on board and do this as the Village is trying to limit I&I. The residents can chose whether they want to fix their lateral or not but in the event of a home sale, requirements may be in place for a mandatory inspection.
- Trustee Zabel questioned whether the Village needed to change the Ordinance as it currently existed. His answer was always "we do not need to change the Ordinances". We do not need to require that people have to televise it, fix it, and other stuff. Secondly, an I&I program should be created but, you do like Brookfield and Muskego did. You show the areas of the older homes where you probably have the problems and let those residents know that the Village is going to be in the area and if the resident wants their lateral televised, the Village will do it. That is a totally different thing than creating an ordinance that states a property owner must televise their sewer lateral upon sale. Why would the Village want to become one of four communities out of forty communities in the area that have that requirement? The Village has an ordinance now where if staff or anyone else notices a problem either by televising the mainline sewer or, cleaning sewer backups on a regular basis, homeowners are required to fix them.
- Supt. Zimmerman had taken enforcement on three properties requiring the property owners to make the repairs.
- Supt. Zimmerman stated the Brookfield program was not a fair comparison because they were under a consent decree with EPA Region Five to clean up the basin.
- Chm. Kaminski questioned out of all of the homes staff had found with lateral issues, we can't force the resident to have them fixed. We could use the old Ordinance to say you've got to but, when staff moves into the next neighborhood they think is bad, residents don't have to let you in the door. Supt. Zimmerman agreed. Chm. Kaminski stated there may be a whole neighborhood where we know the laterals are bad. There is no "stick". The "stick" is we're coming through for free to inspect your lateral, report the findings and if it is faulty, the Village will pay 30% of the cost to fix it and will put the property owner on notice that if they sell, their lateral will have to be fixed. Property owners should not be allowed to pass their lateral problems on to the next new owner. Chm. Kaminski stated I&I has become so important, it needed its own Ordinance so everything was under one cover.
- Trustee Zabel stated Germantown had a relatively tight system. All he was saying is that the Ordinances in place is that no one is going to put an additional burden on someone. Supt. Zimmerman stated there were three sections in the Code Book that dealt with clear waters. One was under the Plumbing Code (which he could not enforce), one

was under “User shall keep and repair” located in the Sewer Ordinance and the third was a “Right of Entry” clause that shows up in the Plumbing Code as well as the Sewer Use Ordinance which states staff has the authority to seek a special warrant at Circuit Court to enter a home to do the investigations. The intent of creating a new Ordinance was to define responsibilities pertaining to laterals all in one document.

- Trustee Vanderheiden stated the fact that I&I appeared in so many different areas of the Code book, it would be beneficial to bring all I&I responsibilities under one Ordinance.

MOTION made by Kaminski, seconded by Vanderheiden to forward to the Village Board with a positive recommendation 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.

Motion carried 3 – 1 (Zabel)

MOTION made by Zabel, seconded by Kaminski to approve the practice that the Village fund 100% of laterals situated in the right-of-way and that the 30%-70% formula is applied to the portion of the lateral situated in private property.

Supt. Zimmerman clarified the Village did not have any ownership of the lateral in the right of way. Village ownership was at the main-line connection.

Motion carried unanimously.

MOTION made by Vanderheiden, seconded by Kaminski to move to Item “C” under Unfinished Business to right after Item “I” under New Business of the Public Works and Highway Committee Meeting Aenda.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – TRACKLESS SIDEWALK TRACTOR:

Highway, Parks, Bldgs. & Grounds Foreman Scott Anderson presented for review two bids for the purchase of a trackless sidewalk tractor. Staff had reviewed two options and after extensive research felt the Maclean MV4 best fit the needs of the Department. The equipment was very dependable and relied upon during all four seasons. Attachments currently owned by the department would be interchangeable between tractors. Discussion followed on the difference between the equipment models.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the purchase of one 2015 Maclean MV4 Trackless Tractor from Miller Bradford for an amount not to exceed \$143,375.00. Funds to be allocated from Acct. #40-553-570-8530.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – USED PICKUP TRUCK: Highway, Parks, Bldgs. & Grounds Foreman Scott Anderson requested authorization to purchase one used pick-up truck to add to the department's fleet. The truck was approved as part of the 2015 budget and would replace a truck that was beyond its useful service life. As the purchase of a used vehicle was difficult due to the fast turn-around time needed to complete the transaction, staff requested authorization to purchase the truck that best fit the needs of the department. Committee discussion requested staff research complaints, lawsuits, warranties, and perform a title check prior to purchase.

MOTION made by Kaminski, seconded by Warren to forward to the Village Board with a positive recommendation to approve the purchase of one used pickup truck that best fit the needs of the Highways, Parks, Buildings & Grounds fleet for a cost not to exceed \$17,000. Funds to be allocated from Acct. #10-553-570-8100.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT – WDOT SALT BID – 2015/2016: Highway, Parks, Bldgs. & Grounds Foreman Scott Anderson reported Supt. Olszewski had entered into the WIDOT Salt Bid Process for 2015-2016. Staff had committed to the purchase of 2,100 ton of salt for the upcoming season. The cost per ton was not available at this time and the WDOT required the Village submit its quantities prior to tonight's meeting.

MOTION made by Zabel, seconded by Vanderheiden to forward to the Village Board with a positive recommendation to approve the Village's commitment to approximately 2,100 ton of road salt for the 2015-2016 season as part of the WisDOT Salt Bid Process.

Motion carried unanimously.

APPROVAL OF CONTRACT – SHALLOW WELL EXPLORATION TEST BORING: Dir. Ludwig reported Foth Engineering solicited proposals from five contractors to drill three exploratory borings for a possible shallow well site. Four proposals were received ranging from \$40,716 to \$91,010. Funding was budgeted and this was the next step that was needed in the process of determining whether there was sufficient water available in a location that Foth Engineers had identified in Phase I. Last year, staff had received estimated costs of \$28,500 +/- for the test borings. The Committee asked the Director to research the cost difference on the quotes from last year to this year and present his findings at the Village Board meeting.

MOTION made by Warren, seconded by Vanderheiden to forward to the Village Board with a positive recommendation to contract Badger Well Drilling for a cost of \$40,716.00 for three Shallow Well Test Borings.

Motion carried unanimously.

CONSIDERATION OF INVOICE – SEILER INSTRUMENT & MFG. MAINTENANCE AGREEMENT: Engr. Bischke requested authorization to pay an invoice for the yearly maintenance, calibrations, and updates for the Village's survey equipment.

MOTION made by Zabel, seconded by Warren authorizing payment of an invoice from Seiler Instrument & Mfg. in the amount of \$4,824.00 for the annual maintenance, calibrations, and updates of the Village's survey equipment.

Motion carried unanimously.

APPROVAL TO WDOT PAVING PROJECT – HOLY HILL ROAD: Dir. Ludwig reported the WDOT is planning the milling and overlay of the existing roadway along Holy Hill Road from "B" Street to the west ramp termini of the USH 41/45 interchange. The WDOT is completing this work in conjunction with the US Open scheduled for 2017 at Erin Hills. There is no cost to the Village.

MOTION made by Zabel, seconded by Warren to approve WI DOT access on Holy Hill Road in order to allow the WI DOT's milling and overlay paving project of the existing Village's roadway from "B" Street to the west ramp termini of the interchange with USH 41/45 at no cost to the Village.

Motion carried unanimously.

APPROVAL OF PERMANENT EASEMENT – WE ENERGIES GAS PIPELINE: Dir. Ludwig reported the construction of the roundabout project at Fond du Lac Ave. and Donges Bay Road was slated to begin in 2016. During that time frame, We Energies plans 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. Dir. Ludwig assessed the value of the permanent easement by averaging the fee title compensated to the Village per acre and for the temporary limited easement. If this method was used, the area of the easement was 273.1' x 20' or 0.12539 acres with an average cost of \$58,089.50 per acre. The recommended compensation totaled \$7,284. Committee discussion requested the easement document contain language stating any Village owned utility alterations within the permanent easement would be at the cost of We Energies and suggested replicating the same language as in the County Line Road Permanent Easement documents.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to approve a 20' wide permanent easement with WE Energies to enable the construction of a gas pipeline relocation along the north side of Donges Bay Road east of Fond du Lac Avenue for a fee of \$7,284.00 and request the document incorporate the same language as in the County Line Road Permanent Easement documents.

Motion carried unanimously.

AWARD OF CONTRACT – SEALCOAT PROJECTS: Engr. Bischke stated there were three plan holders but received one bid for the Village's 2015 Seal Coat projects. Pricing was favorable and recommended a contract award to Fahrner Asphalt for \$202,000. The total award price included the bid amount and the existing balance in Account #10-542-530-3500.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to award the 2015 Sealcoat Projects contract to Fahrner Asphalt sealers for a cost of \$202,000 with the request that staff provide the additional quantities and numbers at the Village Board meeting.

Motion carried unanimously.

Freistadt Road will be included in the sealcoat program.

AWARD OF CONTRACT – 2015 ROADS PROJECT & ALT BAUER PARK PATHWAY/BASKETBALL COURT: Engr. Bischke stated Donges Bay Road, Country Aire Drive, River Crest Drive, Riversbend Lane, Spaten Court, Alt Bauer Pathway, and basketball court projects were consolidated under one contract to benefit from economies of scale. Two bids were received and both found to be over budget. Staff had met with Payne & Dolan to work on decreasing the deficit down to approximately \$125,000. The costs may decrease even more 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 the methodology proves successful, it may be possible to do all roads listed in the 2015 project this year. If not, Country Aire Drive would only be partially funded and therefore better to postpone construction in 2016 vs. one half in 2015 and one half in 2016. Engr. Bischke noted value engineering was performed and third party consultants were contacted to take a second look at GZA Environmental and PSI Geotechnical Engineer recommendations as to what had to be done for roads. Some roads designated for reconstruction may actually be done as a pulverize and overlay. Himalayan Consultants gave the option that 80% of Country Aire Drive between Pioneer and Bonniwell could be pulverized and overlaid. R.A. Smith was also asked to check their design and double check their numbers and were able to make adjustments of \$125,000. Engr. Bischke again referenced the spreadsheet provided to the Committee and an additional \$70,000 could be transferred to the Road Projects. The potential balance of \$1,826,000 could be applied to the 2015 road projects. Committee discussion included;

- Bid overages were found for everything;
- The material used in the asphalt is a by-product which is in high demand; As the demand goes up, so does the price;
- For future reference, staff should provide an engineer's estimate column so it can be compared looking for disparities;
- As seen by the Geotechnical Engineer, there is approx. 3,000 feet on Donges Bay Road that is designated for reconstruction. It is planned to reconstruct Donges Bay Road first and proof roll the surface to determine if areas could be pulverized and overlaid therefore reducing area slated for full depth reconstruction. Any funds saved, can then be devoted to Country Aire Drive.
- Some bid quantities would be covered by the utilities and not by the road projects. Engr. Bischke will make the adjustments to the budgeted accounts.
- Minor modifications were made on the design plan to reduce costs. There are design changes on the pathway but no cost reductions.

- The bottom line is that a project will be cut if costs exceed the funding available for the 2015 projects.
- Payne & Dolan was notified that Donges Bay Road would be completed first and at that time would determine how much money was available for Country Aire Drive.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to award a contract to Payne & Dolan for the 2015 Roads Project and Alt Bauer Park Pathway/Basketball Court in the amount of \$1,756,081.00. Funds to be allocated from the following Accts #40-542-570-8810 (\$1,630,693.00); #44-574-530-4500 (\$63,482.10); #40-552-570-8310 (\$61,906.77).

Motion carried 3 -1 (Warren)

Engr. Bischke provided the additional updates:

- The Village Board approved the Donges Bay Road pathway design a couple of months ago and asked staff to speak to the residents to see if they approved.
Hoffins Property - ok with the 5 foot terrace. Asked that landscape materials be left behind;
Kupszak Property – Ash tree removed. Gave permission to have shrubs trimmed next to the pathway.
Keller Property – unable to make contact yet regarding asphalt area.
Wood Property – Village needs easement for the pathway. Staff would like to use curb/gutter as a separator which Mr. Wood is against. Looking to purchase Jefferson Ditch land on Mr. Wood's property. Staff received Public Works approval to hire an appraiser; Mr. Wood asked to meet with the Village Engineer and the Appraiser for further details.
Bruce Property - Would like a separation but filled with gravel vs. turf.
- Engr. Bischke asked for consideration of outsourcing the Donges Bay Road survey and construction inspection to R.A. Smith National. Trustee Warren recommended staff obtain competitive bids for inspection services.
- Engr. Bischke met with the Riversbend Master Condo Association to provide updates on the projects affecting their area. Payne and Dolan requested permission to work at night and the Association objected. The meeting between staff and Association was very beneficial.

APPROVAL OF CHANGE ORDER – R.A. SMITH-DONGES BAY ROAD DESIGN

CONTRACT: Engr. Bischke explained after R.A. Smith National completed the Donges Bay Road Design to a 90% completed level, the Village Board and staff directed R.A. Smith National to make some alterations to the template design and develop exhibits at the request of several residents concerned about impacts to the frontages of their respective properties. R.A. Smith National submitted a contract amendment to the original design for a fee of \$4,900.00. Discussion included:

- Engr. Bischke suggested deferring this topic until John Elkin, of R.A. Smith National, returned from vacation which would allow him opportunity to address the Committee regarding the change order. Mr. Elkin was able to communicate with Engr. Bischke and

describe some of the items that R.A. Smith National felt was excess services. An original Agreement was provided with the Committee backup.

- Engr. Bischke supported the additional scope;
- Trustee Warren stated the localized alterations to the original design should be part of the design process and the existing scope of the R.A. Smith contract. R.A. Smith National should have discussed the cost of any extras before proceeding with additional work above and beyond the original scope.
- This is a lump sum contract; unless it can be proven the additional work was out of scope, there shouldn't be any additional fees incurred.
- The contract was awarded as a non-compete contract;

MOTION made by Zabel to postpone action on the approval of change order to R.A. Smith for the Donges Bay Road Design Contract until at which time R.A. Smith National can appear before the Committee for discussion.

Motion withdrawn.

MOTION made by Warren, seconded by Zabel to deny the \$4,900 change order to R.A. Smith National for the Donges Bay Road Design contract.

Motion carried 3 – 1 (Vanderheiden)

ANNOUNCEMENTS: The regular Public Works Committee Meeting will be held Tuesday, May 12, 2015 at 5:00 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:18 p.m.



Janice Wick, Recording Secretary

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

A

MEETING DATE: May 12, 2015

AGENDA ITEM: New Business

ITEM TITLE: Ordinance Repealing and Recreating Subsection 13.29(8) of the Germantown Code of Ordinances Relating to the Regulation of Private Sanitary Sewer Laterals

SUBMITTED BY: Daniel R. Ludwig, P.E, DPW Director
Brionne R. Bischke, P.E., Village Engineer
Timothy Zimmerman, Wastewater Utility Superintendent

SUMMARY EXPLANATION:

1. Since the Milwaukee Metropolitan Sewerage District's (MMSD) Private Property Infiltration/Inflow (PPI/I) program's inception in Year 2010, the Village only used and expended \$65,599 of the \$885,615 available to date, leaving the significant \$820,016 remainder for use.
2. During the Public Works & Highway Committee's Apr. 7, 2015 meeting, the Committee affirmed its Sep. 6, 2011 action to "forward to the Village Board with a positive recommendation the Ordinance repealing and recreating Subsection 13.29(8) of the Germantown Code of Ordinances relating to the regulation of private sanitary sewer laterals".
3. During the Village Board's Apr. 13 and 20, 2015 meetings, several Board members and residents expressed heartburn over the proposed ordinance mandating inspections at a property's time of ownership transfer. A strikethrough version of the proposed ordinance is attached that presents what this ordinance would look like without this requirement.
4. Board members also debated during the Apr. 13 and 20, 2015 meetings whether this more-centralized, detailed ordinance would be more easily discoverable for and more educationally beneficial to Wastewater Utility users (e.g., developers, property owners), as compared to the existing ordinance fragments scattered through three different sections of the existing municipal code.

ATTACHMENTS:

Ordinance, strike-through version (9 pages)

STAFF RECOMMENDATION TO COMMITTEE:

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.

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.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. ____-15

ORDINANCE REPEALING AND RECREATING SUBSECTION 13.29(8)
OF THE GERMANTOWN CODE OF ORDINANCES RELATING TO THE
REGULATION OF PRIVATE SANITARY SEWER LATERALS

WHEREAS, the Village Board having previously adopted Section 10.065 of the Municipal Code of Germantown which regulates the lawn and yard maintenance requirement for certain properties within the Village; and

WHEREAS, the Village Board having determined that the maintenance requirements should apply to additional properties; and

WHEREAS, the Village Board having determined that the imposition of law and yard maintenance requirements promotes the health, safety and welfare of the Community;

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I:

Section 13.29(8) of the Municipal Code of Germantown is hereby repealed as recreated to read as shown in the attached Exhibit A.

SECTION II:

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III:

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION IV:

This ordinance shall take effect and be in full force upon its passage and the day after publication.

ORDINANCE NO. ____-15

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Introduced by _____ on March 30, 2015.

Adopted: March 30, 2015 Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Approved as to form:

Barbara Goeckner, Village Clerk

Brian C. Sajdak, Village Attorney
Published: _____

EXHIBIT A TO ORDINANCE NO. ____-15

13.29(8) PRIVATE SANITARY SEWER LATERAL CONNECTIONS

- (a) **Definitions.** The following definitions apply to this subsection and augment definitions found in the Uniform plumbing Code:

Commercial Building – shall mean any building in a commercially zoned area of the village, which is in use as a commercial occupancy, or which would be entitled to a commercial occupancy permit.

Cleanout – Shall mean a segment of pipe connected to a sewer lateral rising vertically to the surface. Cleanout shall also provide access to the lateral for the purpose of routine flushing and rodding to free plugs or remove blockages.

Maintenance – shall mean routine flushing or rodding to maintain a free flowing condition.

Private Sewer System – shall mean a sewer or system of sewers which is not owned by the Village, and which serves more than one building.

Rehabilitation – shall mean to restore to a like new condition utilizing technologies and methods approved by the Village Engineer.

Repair – shall mean the physical exposure of a section of pipe and or appurtenances and for the purpose of resuming proper operating condition.

Replacement – shall mean removal and replacement of existing pipe and/or appurtenances.

Sanitary Sewer – shall mean a pipe or conduit that carries sanitary sewage and to which stormwater and ground waters are not permitted.

Sanitary sewer overflow (SSO) is a condition whereby untreated sewage is discharged into the environment prior to reaching treatment facilities thereby escaping wastewater treatment. Also referred to as a sewage spill.

Sewage – shall mean all water or combination of liquid and water-carried solid, bio-solids, or semi-solid wastes conducted away from any dwellings, residences, business buildings, institutions, unit, firm, association, organization, public corporation, political subdivision (including the Village of Germantown), county, or district; or the State of Wisconsin; or the United States of America, or any department or agency thereof and other sources, which is known as domestic sewage, together with liquid or

water-carried solid or semi-solid wastes resulting from a manufacturing process employed in industrial establishments, including the washing, cleaning, or drain water from such process, which is known as industrial waste.

Sewer Facilities – shall mean and include the sanitary and storm sewage collection system owned and operated by the Village, all appurtenances thereto, and all portions thereof.

Sewer Lateral or Lateral – shall mean a sewer pipe that conveys sewage from plumbing of a building or structure to a Village maintained sewer main, also referred to as a “building sewer” in the Uniform Plumbing Code.

Sewer or Sewer Main – when used herein means any Village-owned sewer pipe within a Village street or public right-of-way receiving or intended to receive the discharges of more than one sewer lateral. No sewer main constructed henceforth shall be less than eight inches in diameter nor be laid or constructed in any Village street, easement, or right-of-way, under the control of the Village, except to the lines, grades and specifications approved by the Village Engineer.

Storm Sewer or Storm Drain – shall mean a pipe or conduit that carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.

Subdivider – shall mean a person, firm, corporation, partnership, or association that causes land to be divided into a subdivision for person, firm, corporation, partnership, or association, or for others.

User – shall mean and include any dwelling, unit, firm, association, organization, public corporation, political subdivision including the Village of Germantown), county, district, the State of Wisconsin, or the United States of America, or any department or agency thereof.

Village Authorized Representative – shall mean the Director of Public Works or a Village employee designated by the Director of Public Works to sign certificates of inspection for the purpose of lateral inspections.

Village's Fee and Rate Schedule – the most recently adopted schedule of all Village service, penalty, interest, permit fees, and hourly equipment and personnel rates.

Village of Germantown – for the purpose of this code chapter shall include the Germantown Wastewater Utility.

(b) Property Owner's Responsibility for Lateral Repairs and Maintenance.

- (1) Property owners shall inspect, and provide to the Village a report of the results of an inspection of, the laterals on their property prepared by a licensed

plumber or contractor using closed circuit television (CCTV) inspection, and if found defective, repair the lateral, as follows:

- (A) When building a new structure on property with an existing lateral, or when otherwise proposing to connect a previously unconnected structure to an existing lateral;
 - (B) ~~Prior to the closing when the property is transferred via sale or other transfer of ownership by deed, instrument or writing; as further provided in Section 13.29(8)(d)(1)(2) below.~~
 - (C) Whenever the Village finds that a sewage overflow emanating from a lateral has reached public property, including but not limited to a city street or the city storm drain system, or has flowed onto private property owned by another property owner;
 - (D) Whenever the Village finds that a sewage overflow emanating from a lateral presents a threat to public health, even if it has not flowed across a property line.
 - (E) As part of its periodic construction and maintenance of sewer mains, the Village may discover defective laterals. The Village may order the property owner to conduct an inspection, repair or replacement of any lateral that the Village knows or reasonably suspects to be defective.
 - (F) As required by MMSD policy or rule.
- (2) The lateral shall be considered defective if it has any of the following conditions: displaced or off-set joints, root intrusion, mineral encrustation, substantial deterioration of the lines, damaged clean-out, defective clean-out, inflow, infiltration of extraneous water, exfiltration of wastes, illegal surface or ground water connections, or other conditions likely to substantially increase the chance for a lateral blockage, or if, within a period of one year, a lateral suffers two or more blockages resulting in overflows.
- (A) Whenever defective laterals are found, the property owner, at the sole expense of the property owner, or Village Board authorized subsidized cost-share program, shall repair or replace the lateral. The Village authorized representative shall determine the extent of repair required, and more limited repair than complete replacement of the lateral may be permitted at the sole discretion of the Village Public Works and Highways Committee. The following requirements shall be met:
 - (i) A replaced or repaired lateral shall not be covered or backfilled until it has been inspected by a representative of the Village.

(ii) All new and repaired laterals must pass a visual inspection as specified by the Village.

(iii) All repaired or replaced laterals shall be brought into compliance with the requirements of Section 13.29(8).

(iv) In the absence of a specific deadline, all inspection work shall be completed within sixty (60) days of notification by the Village that such inspection is required.

~~(B) When a lateral is completely replaced, the property owner is not required to inspect the lateral upon sale of the property for a period of ten years following the date of complete replacement of the lateral.~~

(C) When roots, grease, or other material which have accumulated in a lateral is cleaned or maintained, it shall be prevented from entering the sewer main during the maintenance or repair of the lateral. In the event that material is permitted to enter the main causing or contributing to the cause of a sewage overflow, the same shall be a violation of this ordinance, and the property owner and/or contractor performing such maintenance work, in addition to any civil penalties imposed, shall be held civilly liable to the Village for any fines or other expenses incurred by the Village resulting from the overflow.

(c) **Right of Entry.** The Director of Public Works or their designee, may enter, inspect, collect wastewater samples, and test any buildings, structures, or premises to secure compliance or prevent a violation of any portion of this chapter. The Director of Public Works, or said Director of Public Work's designee, shall also be authorized to review repair/maintenance records. Refusal of entry or failure to comply with requests for information shall be deemed a nuisance and is a violation of this ordinance. Such refusal or reasonably suspected non-compliance which threatens or potentially threatens public health or safety shall constitute an appropriate and adequate basis for the Village to seek a special inspection warrant.

~~(d) — Change of Ownership.~~

~~(1) Any person, firm or corporation proposing to effect the change in ownership of any single family, duplex, apartment, condominium, commercial or industrial building serviced by a sanitary sewer shall not do so until such time as certificates of compliance have first been obtained from the Village Inspection Department and Department of Public Works, as provided below. Changing ownership or accepting change of ownership without such certificate of compliance shall constitute a violation of the Germantown~~

Village Code and shall be subject to the penalties set forth in this Code, and to mandatory injunction.

Comment [BS1]: To soften the impact, maybe limit it to laterals that are X # of years old and/or have had Y # of years between certifications?

- (2) *Exemption:* This section shall not apply to a *pro forma* change of ownership without change in beneficial ownership, such as conveyance to a trust, or between spouses, or pursuant to a decree of divorce or partition unless the conveyance is made to a third party.

(e) — Inspections Required.

- (1) Upon request submitted in writing to the plumbing inspector by the owner or agent for the owner, an inspection shall be conducted by the plumbing inspector, of the premises to ensure compliance with the provisions of article 15.08, plumbing code and MMSD Chapter 3 relating to illegal surface or ground water connections into the sanitary sewer system. Such inspection shall occur on or before the sale or transfer of title of any such dwelling.
- (2) The owner shall additionally cause to be conducted a closed circuit television (CCTV) inspection of any sanitary sewer lateral serving the property greater than ten (10) years old or for which a certificate of compliance has not been issued. The CCTV inspection shall be performed by a contractor who shall be selected from a list pre-designated as approved by the Village.
- (A) The contractor shall televise the sanitary sewer lateral from the vent pipe of stack clean-out to the main line connection point. In the case of a shared lateral, only that portion of the shared lateral downstream of the subject dwelling or structure needs to be televised.
- (B) A copy of the televised inspection shall be certified as a true and accurate televised recording of the property lateral and provided to the Public Works Department by the contractor within 2 business days of the completion of the inspection.
- (C) The sewer lateral shall be certified by the contractor as well as the Public Works Department as being free from infiltration and other defects as provided in 13.29(8)(b.) (2) above, the plumbing inspector shall issue a certificate of compliance of the lateral.
- (D) If the sewer lateral shall not be so certified, then the owner shall cause the lateral to be repaired or replaced so that it is restored to a condition of being free from infiltration and other defects, and certified as such. Upon such repair/replacement and certification, the plumbing inspector shall issue a certificate of compliance of the lateral.

(f) — Certificate of Compliance Required.

- (1) — A certificate of compliance shall be issued by the plumbing inspector if the building is found to be in compliance with the provisions of the plumbing code and of this section.
- (2) — If non-compliance is found, the plumbing inspector shall prepare work order listing the items required to be brought into compliance with the plumbing code, and the Village Engineer shall prepare a work order which shall reasonably apprise the owner of the defects and work necessary to bring the sewer lateral into compliance, before a certificate of compliance may be issued.
- (3) — The owner shall be given 90 days to comply with work order, which period may be extended at the reasonable discretion of the building inspector or the Village engineer. A subsequent inspection shall be made within 90 days of the issuance of the notice of noncompliance and work order or extension thereof, to determine if the building and/or the lateral is in compliance. If the state of noncompliance still exists, no new occupancies of the building shall be permitted, unless a transferee shall expressly agree in writing assume the obligation to comply with any outstanding work order, shall agree to a date certain by which such compliance shall be achieved, and shall provide such security in the form of a cash deposit to guarantee performance as shall be approved by the building inspector or Village Engineer, in which case a conditional occupancy permit may be provided. Any person, firm, or corporation who occupies or causes to occupy any building without first obtaining a certificate of compliance or a conditional occupancy permit shall be subject to the penalties of this code.

(g) — Permit Fees. The request for a certificate of compliance shall be accompanied by a fee in the amount established from time to time by the board.

(h) — Re-inspection. In the event a request for a certificate of compliance is made within (10) ten years of the issuance of a previous certificate of compliance, a re-inspection of the premises will not be required.

(i) Penalties

- (1) The Village shall have the authority to recover from a property owner the Village's expenses incurred in responding to sewer overflows on private property. In addition to any actual expenses incurred by the Village resulting from an overflow, a property owner who fails to perform any act required in this section, which failure results in an overflow reaching public or private property other than the property owner's property, shall be subject to citation and a civil penalty according to the following schedule:

- (A) Up to \$250.00, plus court costs and assessments for the first violation.
- (B) Up to \$500.00, plus court costs and assessments for a second violation occurring within three years after the first violation.
- (C) Up to \$1,250.00, plus court costs and assessments for each additional violation exceeding two violations within a three-year period.

(2) The Village Administrator shall have the authority to establish, waive, suspend or otherwise modify any civil administrative penalty imposed by this section that exceeds the direct costs of the Village upon a showing by the property owner of severe financial hardship, or upon a showing that the property owner has satisfactorily repaired the lateral to a degree sufficient to ensure avoidance of further violations.

(j) **Appeal.** Any present or proposed owner of a building feeling aggrieved by the issuance of a notice of noncompliance may appeal to the board of appeals by following the procedure as outlined in the zoning code.

~~(k) **No Warranty.** A certificate of compliance indicates that so far as can be reasonably determined by a visual inspection of the premises and review of village records, the premises meet the requirements of this article. Neither the Village nor the plumbing inspector assume any liability in the inspection or issuance of a certificate of compliance, and the issuance of a certificate of compliance does not guarantee or warrant as to the condition of the premises inspected.~~

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

B

MEETING DATE: May 12, 2015

AGENDA ITEM: New Business

ITEM TITLE: Education and Outreach for a Private Property Infiltration/Inflow Project Plan

SUBMITTED BY: Daniel R. Ludwig, P.E, DPW Director
Brionne R. Bischke, P.E., Village Engineer
Timothy Zimmerman, Wastewater Superintendent

SUMMARY EXPLANATION:

1. Since the Milwaukee Metropolitan Sewerage District's (MMSD) Private Property Infiltration/Inflow (PPI/I) program's inception in Year 2010, the Village only used and expended \$65,599 of the \$885,615 available to date, leaving the significant \$820,016 remainder for use.
2. During its March 20, 2015 meeting, Village Board members expressed desire public education and outreach of the PPI/I program.
3. Education and Outreach could include a mailing to the Wastewater Utility's 5,911 users, handouts at Village Hall counters, and/or a posting on the Village's web site.
 - a. Brookfield Example: Brookfield mailed out the attached fact sheet and flyer. The DPW Director was inundated with telephone calls for a few weeks.
 - b. Brookfield provided their original MS-Word and MS-Powerpoint files and granted the Village permission to edit and use their templates.

ATTACHMENTS:

Brookfield fact sheet and flyer

STAFF RECOMMENDATION TO COMMITTEE:

Modify the Brookfield fact sheet and flyer templates to incorporate Germantown's PPI/I program specifics.

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.

BASEMENTCONNECTION

FLOOD RELIEF FOR A BETTER NIGHT'S SLEEP

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

CITY OF BROOKFIELD PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION PROGRAM FACT SHEET

Four years ago, the City of Brookfield established a Private Property Inflow/Infiltration Reduction (PPIIR) Program for selected Focus Areas of the City. You agreed to participate in this program at the time and results are now available for your property and recommendations for needed repair may be eligible for funding by the City. Please review the information provided below which gives estimates of participation rates for eligible improvements as part of this program.

Sanitary sewers are designed to convey wastewater from properties, but on occasion rainwater and groundwater makes its way into the sanitary sewers through cracks in laterals and other means. This excess water is called inflow and infiltration ("I/I"). This water should not be in the sewer and contributes to basement backups and sewer overflows. The City's PPIIR Program is an important step in addressing sources of I/I to reduce sanitary sewer overflows and basement backups. This program will only be successful if you participate in it, now that recommended improvements have been identified. To that end, the City offers to partner with homeowners to make recommended and eligible repairs.

Here are the specifics on participation rates for recommended repairs:

- 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 caps / 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 downspout 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 cost sharing of eligible repairs under the Program, the property must be located within a Focus Area, have been inspected by the City or its consultants / contractors, and determined to be a property that needs a lateral repair 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 next phase of this program.**

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

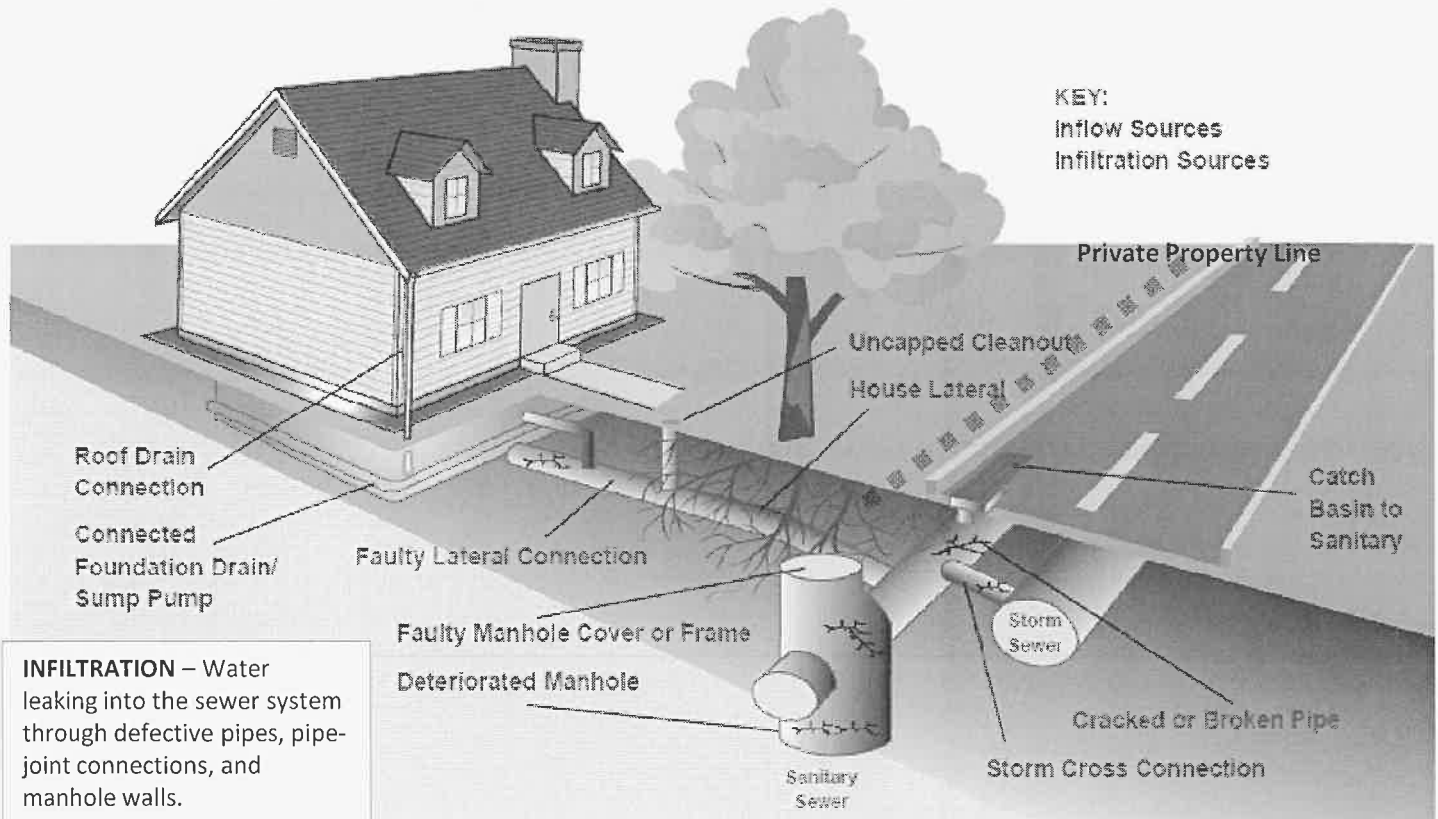
For further information, please call Tom Grisa, Director of Public Works at 262-796-6644.

Private Property Infiltration and Inflow Investigations

The City is conducting free inspections of houses and sewer laterals in areas with a history of sewer backups during large rainstorms. Your area has been given priority for participating in the City's Private Property I/I Reduction Program.

WHAT IS PRIVATE PROPERTY INFILTRATION AND INFLOW?

Water known as infiltration and inflow can enter the sewer system through leaky pipes and connections on residential property when it rains. Increased flow during storms can result in basement backups from the sewer into your house. This is a serious problem that will not go away without full cooperation from all homeowners. In fact, it will only get worse if we don't get to work.



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.

Next Steps

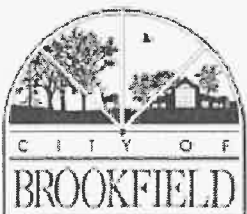
1. Sign Up for a Free Inspection of your basement plumbing and sewer lateral by calling Brown and Caldwell at: 414-273-8800
2. Brown and Caldwell will contact you to schedule the inspections
3. You will be contacted 1-3 days before your plumbing inspection to confirm you can be home

Questions?

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

or Brown and Caldwell : 414-273-8800

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



Brown AND Caldwell

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



MEETING DATE: May 12, 2015

AGENDA ITEM: New Business

ITEM TITLE: Cost-Sharing Proportions for a Private Property Infiltration/Inflow Project Plan

SUBMITTED BY: Daniel R. Ludwig, P.E, DPW Director
Brionne R. Bischke, P.E., Village Engineer 
Timothy Zimmerman, Wastewater Superintendent

SUMMARY EXPLANATION:

1. Since the Milwaukee Metropolitan Sewerage District's (MMSD) Private Property Infiltration/Inflow (PPI/I) program's inception in Year 2010, the Village only used and expended \$65,599 of the \$885,615 available to date, leaving the significant \$820,016 remainder for use.
2. During its Apr. 7, 2015 meeting, the Public Works & Highway Committee:
 - a. Affirmed and clarified the Village Board's May 16, 2011 action "to adopt the policy stating private lateral and other private property I/I remediation will be cost shared by the Utility with the utility portion to come out of the annual allocation with the following formula which was agreed to at the Public Works Committee -- utility will cover 30% of the repair-rehabilitation costs and offer a 10 year loan program for the balance at 4% A.P.R. and funding of repairs shall not exceed current total allocation of \$209,376.00 or exceed successive years total allocation in the future"; and
 - b. Approved 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.
 - i. Example: For a typical 66' right-of-way with sanitary sewer centered in roadway and 50' typical home setback, this formula would result in 58% Village and 42% private property owner cost share proportion.
3. Perhaps it would simpler for utility users and the Village to develop a formula that would accommodate all right-of-way widths and zoning building setbacks.
 - a. Example: 50% Village and 50% private property owner
 - b. Example: 60% Village and 40% private property owner

ATTACHMENTS: None

STAFF RECOMMENDATION TO COMMITTEE:

Establish a simpler cost share proportion formula for utility users and the Village.

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: May 12, 2015

AGENDA ITEM: New Business

ITEM TITLE: Acceptance of Fire Hydrant Lead Maintenance Agreement – Sunlite Plastics

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

SUMMARY EXPLANATION:

Site plans for Sunlite Plastics located at W194 N11340 McCormick Dr. were reviewed by the Plan Commission during its Apr. 13, 2015 meeting. A new private hydrant was proposed in the site plans.

The Public Works & Highway Committee has trended toward considering fire hydrant leads servicing developments such as this one as private. In these cases, the Committee has desired the recording of a maintenance agreement to assure that the fire hydrant and its lead are properly maintained.

ATTACHMENTS:

Private Water Main Operation, Inspection & Maintenance Agreement

STAFF RECOMMENDATION TO COMMITTEE:

Recommend to Village Board to authorize the Village President to sign this Private Water Main Operation, Inspection & Maintenance Agreement and for the Village Clerk to record it at the Washington Co. Register of Deeds.

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.

PRIVATE WATER MAIN
OPERATION, INSPECTION, & MAINTENANCE
AGREEMENT

VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

**Between Sunlite Plastics inc., as Owner of the property, and
the Village of Germantown, a municipal corporation of the
State of Wisconsin located in Washington County.**

For the property, described as follows: Lot 1 of Certified Survey
Map No. _____, being a redivision of parcel 1 and 2 of certified
survey map no. _____ located in the southwest 1/4 of the southeast
1/4 of section 20, town 9 north, range 20 east, in the village of
Germantown, Washington county Wisconsin.

For Information Only (W194N11340 McCormick Drive)

Name & Return Address:

Parcel Identification No:

PRIVATE WATER MAIN
OPERATION INSPECTION) & MAINTENANCE AGREEMENT
Village of Germantown

THIS AGREEMENT is between Sunlite Plastics and the Village of Germantown, (the "Village"),
It is based upon the following:

- A. The Property Owner is the owner of certain real property (the "Property" located in the Village of Germantown, which is further described as follows: **Lot 1 of Certified Survey Map No. _____, being a redivision of parcel 1 and 2 of certified survey map no. _____ located in the southwest 1/4 of the southeast 1/4 of section 20, town 9 north, range 20 east, in the village of Germantown, Washington county Wisconsin. (W194N11340 McCormick Drive, Germantown, Wisconsin.)**
- B. The Property Owner intends to install a private water main on the Property within the easement areas shown in Exhibit "A" in accordance with the construction plans (the "Plan") approved by the Village and the Wisconsin Department of Safety and Professional Services on file in the Village Engineering office.
- C. The Plan provides for the construction of the private water main including all hydrants and valves associated with private water main (the "Private Water System") within the confines of the Property.
- D. The Village requires that the Private Water Main as shown on the Plan be constructed, operated and adequately maintained by the Property Owner.

NOW, THEREFORE, based on the above, the parties agree as follows:

- 1. The Private Water Main shall comply with all current Department of Safety and Professional Services requirements as well as the requirements of Village of Germantown Design, Drafting and Construction Standards and Specifications, and shall be constructed by the Property Owner in compliance with Village approved plans and specifications identified in the Plan.
- 2. The Property Owner shall supply the Village with complete set of construction as-built drawings in ink on standard size mylar, and in AutoCAD format (*.DWG) on computer disk or CD of the Private Water Main within thirty (30) days of completion of the project. The as-built plan will be used by the Village to determine if the Private Water Main was constructed according to the Village approved plans. The Private Water Main will be considered complete by the Village upon the Village's approval of the as-built plan.
- 3. The Property Owner shall not construct, place or allow or suffer the construction or placement of structures and/or landscaping over the Private Water System that will affect the operation and maintenance of the Private Water System without the specific written approval of the Village except for the bituminous asphalt pavement that had been previously approved.
- 4. The Property Owner shall adequately maintain the Private Water System. Adequate

maintenance shall mean the preservation of the functional integrity and efficiency of a water conveyance facility, including its valves and hydrants. The term includes preventive maintenance, correctional maintenance and replacement of defective components. Maintenance includes but is not limited to: exercising valves and hydrants annually and repairing leaks.

5. The Village will inspect and flush the Private Water System every year. The Village will work with the Property Owner to determine if any additional maintenance is necessary after said inspection. The purpose of the inspection is to assure safe and proper functioning of the facilities.
6. The Property Owner will perform or otherwise be responsible for any work necessary to keep the Private Water System in good working order. This obligation includes making all the necessary repairs and/or improvements to correct damages, both natural and manmade, and disrepair. If disrepair, damages or other deficiency shall be discovered by the Village pursuant to its annual inspection under ¶5 or at any time the Village becomes aware of such defect in the Private Water System, a written report shall be promptly furnished to the Property Owner advising of the defect(s) and the Property Owner shall have thirty (30) days from the date of receipt of the report to take appropriate measures to correct any deficiencies or damages. The Property Owner shall promptly advise the Village of the actions taken to respond to, address or correct any deficiencies or complaints.
7. The Property Owner hereby grants to the Village a perpetual easement on, over, and under the easement area described in Exhibit A for the purpose of access to the Private Water System by its authorized employees and contractors, as well as for the purpose of physical inspection and repair work, as provided in §§5 through 8 of this Agreement, to enter upon the Property and to inspect the Private Water System on an annual basis as provided in §5, and at any other time when the Village reasonably deems necessary.
8. If the Property Owner fails to maintain the Private Water System in good working condition reasonably acceptable to the Village and fails to make all the reasonably necessary repairs and/or improvements to correct damages, both natural and manmade, then the Village, upon thirty (30) days written notice to the Property Owner, may but shall not be obligated to enter upon the Property and take whatever steps necessary to correct deficiencies. In addition, if the Village performs work of any nature, or expends funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Village may impose upon the Property Owner a special charge for the cost of said work, pursuant to Section 66.0627, Wisconsin Statutes.
9. Except to the extent of the negligent or willful acts or omissions of the Village, its board members, employees, agents, or officers, the Property Owner agrees to hold harmless the Village, its board members, employees, agents, and officers from any costs, damages, loss claim suit, liability or award which may arise, be brought or incurred or assessed because of the existence of the Private Water System, or any act or omission in the operation of the Private Water System by Property Owner. The Village shall, upon receiving notice of or otherwise being informed of any injury or damage which might lead to a claim, suit or assessment, or such a claim, suit or assessment (unless such claim, suit or assessment arises out of the negligence or misconduct of the Village), shall tender

the defense of any such claim, suit or assessment to the Property Owner, who shall fully defend the Village by counsel reasonably satisfactory to it, and who shall be responsible for any and all costs and/or expenses, including but not limited to reasonable attorney's fees, damages, awards, verdicts or settlements resulting or arising from such claims, suits or assessments.

10. This Agreement shall become effective as of the date it is approved by the Village or executed by the Property Owner, whichever is later.
11. By signing below, the person signing on behalf of the Property Owner represents that he has authority to act on behalf of the Property Owner, and has authority to sign this Agreement on the Property Owner's behalf.
12. This Agreement shall be recorded with the Register of Deeds of Washington County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on both parties, their successors or assigns.
13. Whenever in this Agreement the consent or approval of the Village is required, same shall not be unreasonably withheld, conditioned or delayed.
14. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Property Owner and the Village, and may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement and recorded with the Register of Deeds.
15. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Property Owner or the acceptance of any improvement or performance on the part of the Property Owner.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Dated at Germantown, Wisconsin this _____ day of _____, 2015

VILLAGE OF GERMANTOWN

SUNLITE PLASTICS

Dean M. Wolter, President

Name:

ATTEST:

SUNLITE PLASTICS

Barbara K.D. Goeckner, Village Clerk

Name:

STATE OF WISCONSIN)
)SS
WASHINGTON COUNTY)

Personally appeared before me this _____ day of _____, 2015, the above-named _____ and _____, the President and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

AUTHENTICATION

Signature of _____ authenticated the _____ day of _____, 2015.

Name:
Title:

Approved by the Village Board of the Village of Germantown on the _____ day of _____, 2015.

Approved as to form:

_____, Village Attorney

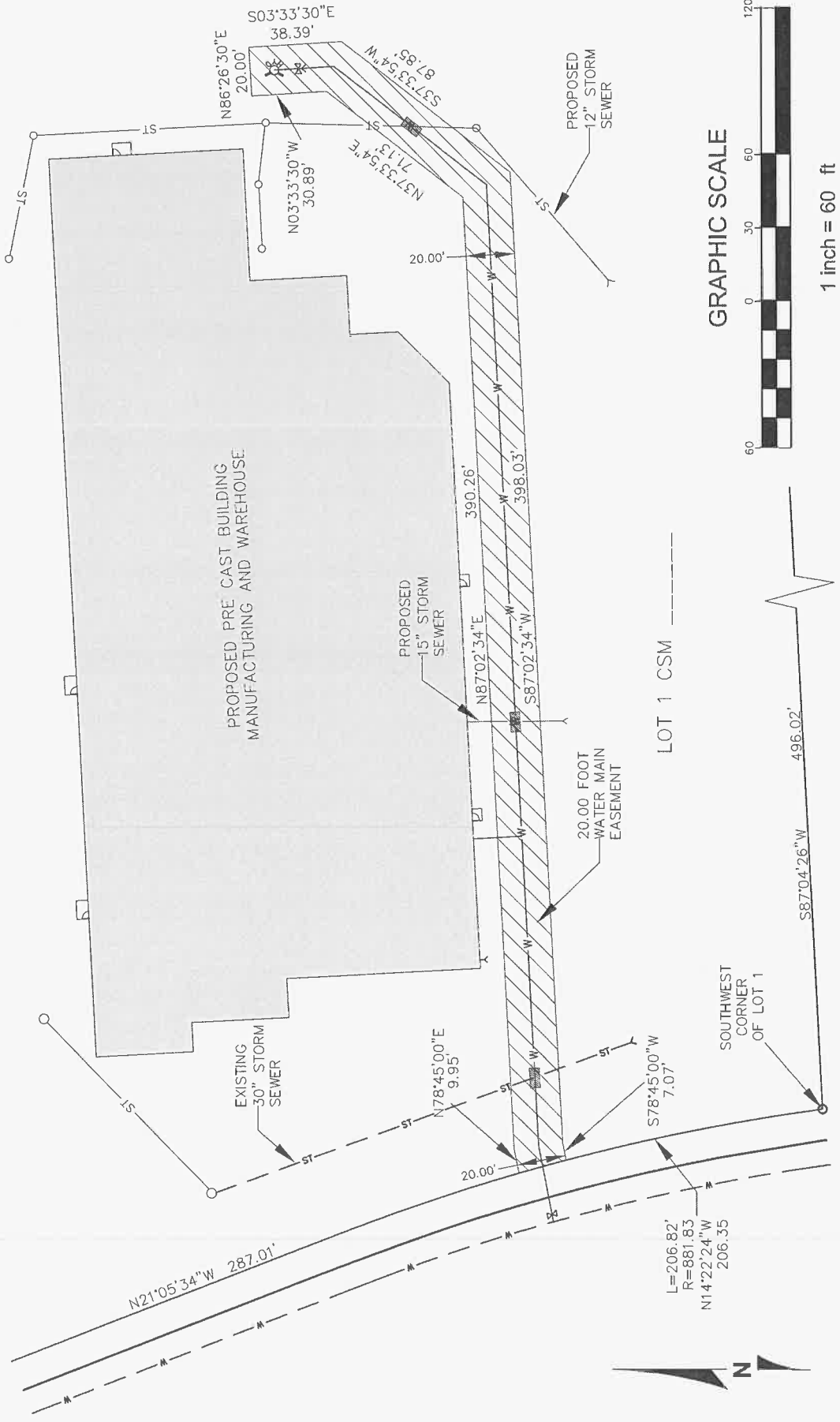
This instrument was drafted by
The Village of Germantown

Village of Germantown

EXHIBIT "A"

20.00 FOOT WATER MAIN EASEMENT

LOT 1 OF CERTIFIED SURVEY MAP NO. _____ LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY WISCONSIN



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

E

MEETING DATE: May 12, 2015

AGENDA ITEM: New Business

ITEM TITLE: Authorize Additional Well Televising Scope to Well #4 Pump Conversion Project

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer
James Driver, Water Utility Superintendent

SUMMARY EXPLANATION:

During a preconstruction meeting with Water Well Solutions, staff and the contractor talked about televising the well shaft after removing the existing pump and floating oils and before installing the new pumping system. It was mutually decided that this additional scope would be beneficial to the Water Utility to help identify existing shaft integrity and any existing defects that may need attention before reassembling the well.

ATTACHMENTS:

Water Well Solutions Work Agreement

STAFF RECOMMENDATION TO COMMITTEE:

Authorize Water Well Solutions to perform the additional well televising for \$1,200.00 as amendment to the Well #4 Pump Conversion project 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.



Work Agreement

The undersigned Purchaser hereby instructs Water Well Solutions Service Group Inc. (WWS) to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Work Agreement. The Purchaser further understands that all quotes or estimates, if any are based on the best information available prior to beginning work. As the scope of work, conditions or estimated quantities change, revised quotations or estimates will not be issued unless requested. All prices are subject to Federal, State and Local Sales and Use Taxes.

Work Location: Germantown Well No. 4 **Job No.** 71151088 **Date:** 4.17.15

Quantity	Description	Price
1	Well Televising - Perform post pump removal well televising inspection of well following oil removal. Provide a DVD record for owner. Document current condition and integrity of the well.	\$ 1,200.00

Purchaser

Contractor

Water Well Solutions Service Group Inc

By: _____

By: Jeff Gibson

Title: _____

Title: Senior Project Engineer

Date: _____

Date: 4.17.15

Water Well Solutions Service Group Inc., supports the principle of equal opportunity for all, without regard to race, creed, color, sex, age, national origin, disabled or veteran's status and commits to compliance with applicable executive orders, and applicable federal, state and local laws supporting equal opportunity for all.

INVOICES. Invoices will be submitted once a month with payment due within 10 days of the invoice date. A late charge at the rate of 1 1/2 % per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after 30 days. Purchaser agrees to pay any and all attorneys' fees and court costs should attorneys be utilized or court proceedings initiated to collect any past due amounts.

INFORMATION. It is recognized that Purchaser has superior knowledge of the job site, site history, access routes to the job site, known or suspected contaminants, surface and subsurface conditions, etc., and Purchaser is obligated to advise Water Well Solutions of all or any conditions that may affect Water Well Solutions performance hereunder. Purchaser agrees to provide Water Well Solutions with such specifications, plans, site history information, reports, studies or other information on surface and subsurface conditions as will be reasonably required by Water Well Solutions for safe, proper and timely performance of the work. Purchaser shall obtain all necessary permits and rights-of-way and indemnify and hold Water Well Solutions harmless for its failure to do so and for claims of trespass or damage to property, including underground utilities or structures, which arise out of the work.

LIABILITY. Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise. Further, Purchaser agrees to indemnify and hold Water Well Solutions harmless from and against any and all claims, demands, causes of action (including third party claims for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which result from (i) any release or threatened release of any substance (whether hazardous or not); (ii) any claim that Water Well Solutions or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state or federal laws or regulations); or (iii) any negligent or wrongful act or omission of Purchaser or others under Purchaser's control, except that this indemnification shall not apply to the extent any demand of cause of action results from Water Well Solutions negligence or intentional misconduct.

PERFORMANCE. Water Well Solutions will exercise reasonable skill and judgment in performing the work, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN HEREUNDER. Water Well Solutions does not warrant specific results of any kind or provide any guarantee of water quality or quantity.

CHANGED CONDITIONS. The discovery of any hazardous waste, substance, pollutant, contaminant, underground obstruction, condition or utilities on or under the job site which were not brought to the attention of Water Well Solutions prior to the date of this Work Agreement will constitute a materially different site condition entitling Water Well Solutions, at its option, to terminate this Work Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. Water Well Solutions, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Water Well Solutions to perform work outside the original scope or beyond its capabilities. In any event, Water Well Solutions may terminate operations on a site which it believes presents an unreasonable health or safety risk.

DELAYS. Water Well Solutions shall have no liability to Purchaser, or its clients, contractors or consultants for delays attributable to acts of God, acts of third parties, weather which is not reasonably anticipatable, intervention or public authorities, inability to obtain permits necessary to perform the work, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder and any other conditions or events which are beyond the reasonable control of Water Well Solutions shall be entitled to additional time to perform this Work Agreement equal to the time of any such delay.

MISCELLANEOUS. The terms and conditions set forth in the Work Agreement constitute the entire understanding of the parties relating to the work. All previous proposals, offers, and other communications relative to the work, oral or written, are hereby superseded. Any additional or conflicting provision(s) contained in any purchase order, acknowledgement, or other form of the Purchaser is hereby expressly objected to by Water Well Solutions and shall not modify this Work Agreement.

INTERPRETATION. This Work Agreement shall be governed and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions stated in the Work Agreement (or the application of such term, provision or condition to person or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each term, provision and condition of this Work Agreement shall be valid and enforceable to the fullest extent permitted by law.

F

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

MEETING DATE: Tuesday May 12, 2015

AGENDA ITEM: New Business

ITEM TITLE: Approval Change Order-Contract Repairs-Wolf House

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

JM Remodeling & Construction performed additional work outside of the scope of the contract while repairing a beam at the Wolf House. After the original beam was removed it was discovered that extensive wicking of rain and snow had caused the masonry/stone ledge to expanded and fail. The top ledge of the foundation needed to be repaired to insure that the new beam would properly seat. To keep the project moving forward in a timely fashion staff authorized the additional work at a cost of \$680. This cost was fair for the amount of work performed.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends paying the additional \$680 from Building Line Item 10-519-570-8425.

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.

Name on Card: _____
Card Type: _____
Card Number: _____
Exp. Date: _____
CVV#: _____



7701 North Teutonia Avenue • Brown Deer, Wisconsin 53209
(414) 354-2800 • www.JMremodelingWI.com

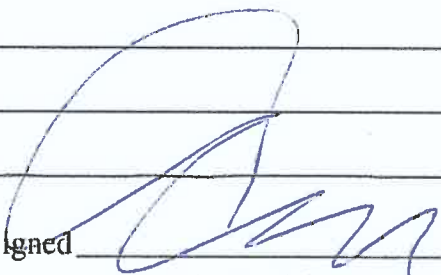
WORK ORDER

Name: VILLAGE OF GERMAN TOWN Job Site: N128 W18780 HOLY HILL
Phone: SCOTT (414-915-1663)
Cell: _____ Email: _____

Scope of Work: _____

— ADDITIONAL WORK NEEDED TO SECURE
STABLE TOP OF BLOCK ON STRUCTURAL BEAM
REPLACEMENT. AFTER BEAM REMOVAL, NORTH AND
SOUTH (WEST SIDE) CORNERS HAD EXPERIENCED
EXTENDED WICKING OF RAIN-SNOW. MASONRY
LEDGE THAT CAUSED BEAM FAILURE ALSO
CAUSED TOP OF STONE TO EXPAND AND FAIL.
MONIES NEEDED TO PROPERLY REPAIR TOP OF
FOUNDATION FOR PROPER BEAM SEATING.

\$680⁰⁰

Signed _____ Date: _____ Signed  Date: _____
Customer J.M. Remodeling

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



MEETING DATE: Tuesday May 12th, 2015

AGENDA ITEM: New Business

ITEM TITLE: Authorization to fill operator vacancy- Highways, Parks, Buildings and Grounds & Authorize Updated Job Description

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting permission to fill a vacancy for a full time operator position within the Highways, Parks, Buildings and Grounds Dept. Recently a long time member of the Department resigned/retired.

It is essential to have qualified full time operators for us to maintain the level of service our residents and internal customers have come to expect. In 2011 the Highway and Parks, Buildings and Grounds Departments merged and became one Department. Prior to the merger there were 5 full time Parks positions and 13 full time Highway positions. After the restructuring we reduced the total number of full time staff from 18 to 17. Staff feels our operations are running as efficiently as possible, especially, as it relates to full time staff. Any reduction to full time staffing levels will impact our ability to maintain level of service. We are requesting that this position be filled as soon as possible. Staff has also reviewed and updated the job description for the position and brought it up to current standards.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends filling the vacancy in the Highways, Parks, Buildings and Grounds Dept., and approving the updated Job Description.

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.

HIGHWAYS, PARKS, BUILDINGS AND GROUNDS DEPARTMENT - OPERATOR

GENERAL STATEMENT OF DUTIES:

Performs manual labor in the construction, upkeep and/or maintenance of Village buildings, parks, grounds, Village streets, storm sewers, equipment and property; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS:

An employee in this class performs manual tasks in the construction and maintenance of Village buildings, parks, grounds, streets, storm sewers, street lights, traffic signals/signs, vehicles and equipment. The operator may operate mowers, snow blowers, trucks, plows, hand tools, power tools, computer or other related equipment in the performance of assigned work. Emergencies, and or other circumstances may require working at any time of the day or night and extended hours. Assignments are outlined by the Superintendent of Highways, Parks Buildings and Grounds, Foreman, and/or Crew Leader. Standard procedures are followed and work is inspected for safety and economy of operation.

EXAMPLES OF WORK: (Illustrative only)

Performs Janitorial Duties; Vacuums, cleans restrooms, strips/wax floors, etc.
Minor repairs and maintenance of buildings; heating, cooling, painting, electrical, plumbing, and rough carpentry
Applies fertilizers, pesticides, herbicides, and fungicides
Cuts Grass in Village Parks, medians, and, right of ways,
Plants trees, shrubs, flowers and related landscape duties
Operates chainsaw to fall trees, and remove brush; prunes trees and shrubs
Performs repairs to road surfaces and right of ways
Plows snow in dump truck with wing and plow, loader, snow blower, salts village streets and parking lots, and sidewalks. Shovels snow at Village Buildings as required.
Erects street signs in accordance with local, state, and federal requirements
Has a working knowledge of traffic signals and street light maintenance and repair or the ability to learn
Operates heavy equipment such as back hoes, loaders, and skid loaders
Performs crack filling duties, operates power tools, jack hammer
Fills out work sheets, and maintains maintenance records utilizing a computer
Rough grades and lutes asphalt to finish grade
Performs masonry work in repairing streets, sidewalks, curbs, catch basins, and manholes
Picks up debris and trash in Village Parks and along Village right of ways
Works overtime as required
Does related work as assigned or required

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of road work, parks and grounds, building maintenance procedures and equipment and skill in operating such equipment; good knowledge of repair to equipment including repair to gasoline and diesel engines; ability to follow simple written and oral directions; thoroughness; dependability; good physical condition.

PARKS, BUILDINGS AND GROUNDS DEPARTMENT - OPERATOR

Page 2

ACCEPTABLE EXPERIENCE AND TRAINING:

Some experience in road, building, and grounds maintenance work and completion of a standard high school course; or any equivalent combination of experience, and training which provides the required knowledge skills and abilities.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Snow plowing may require working more than 8 hours per day which may include working day time and night time shifts.

While performing the duties of this job the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

The employee must have the physical ability, strength and mobility necessary to complete the duties independently and in concert with others; ability to repetitively lift and move objects weighing up to 90 pounds without assistance, approximately four times per day, and lift and move objects weighing up to 200 pounds in concert with others approximately five times per week.

The Employee is required to pass a DOT physical, drug screen, and respiratory evaluation.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This work environment has a moderate noise level.

ADDITIONAL REQUIREMENTS:

Possession of a valid motor vehicle operators's license issued by the State of Wisconsin.

Applicant must have a CDL License or the ability to obtain same within 6 months of hiring.

Prepared by: Director of Public Works
July, 2002

Updated: May, 2015

HIGHWAYS, PARKS, BUILDINGS AND GROUNDS DEPARTMENT - OPERATOR

GENERAL STATEMENT OF DUTIES:

Performs manual labor in the construction, upkeep and/or maintenance of Village buildings, parks, grounds, Village streets, equipment and property; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS:

An employee in this class performs manual tasks in the construction and maintenance of Village buildings, parks, grounds, Village streets, sewers, Village vehicles and equipment. The operator may operate mowers, snow blowers, trucks and plows or other related equipment in the performance of assigned work. Snow emergencies may require plowing any time of the day or night. Assignments are outlined by the Superintendent of Public Works or the Building and Grounds Foreman.

EXAMPLES OF WORK: (Illustrative only)

Mops, scrubs, waxes, strips and buffs tile and slate floors;
Vacuums and cleans all carpeting;
Cleans all restrooms;
Cleans walls;
Touch up painting;
Dust and cleans furniture and other areas where dirt may accumulate;
Clean and wash windows;
Change light fixtures;
Any other cleaning that may arise;
Gas and electric welding;
Spraying of pesticides, herbicides and fungicides;
Fertilize, prune and care for trees, shrubs and grass;
Plant new trees, shrubs and grass;
Operate and repair all power equipment and vehicles such as mowers, sprayers, dump trucks, sanders and plows;
Minor repairs and maintenance to buildings, heating, cooling, elevators, electrical and plumbing;
Operate road maintenance equipment such as tar kettle, jack hammer and air compressor;
Clean Village streets and manholes;
All other work as required by the Superintendent of Public Works or Building/Grounds Foreman;

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of road work, parks and grounds, building maintenance procedures and equipment and skill in operating such equipment; good knowledge of repair to equipment including repair to gasoline and diesel engines; ability to follow simple written and oral directions; thoroughness; dependability; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING:

Some experience in road, building, and grounds maintenance work and completion of a standard high school course; or any equivalent combination of experience, and training which provides the required knowledge skills and abilities.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Snow plowing may require working more than 8 hours per day which may include working day time and night time shifts.

While performing the duties of this job the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

The employee must have the physical ability, strength and mobility necessary to complete the duties independently and in concert with others; ability to repetitively lift and move objects weighing up to 90 pounds without assistance, approximately four times per day, and lift and move objects weighing up to 200 pounds in concert with others approximately five times per week.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This work environment has a moderate noise level.

ADDITIONAL REQUIREMENTS:

Possession of a valid motor vehicle operators's license issued by the State of Wisconsin.

Applicant must have a CDL License or the ability to obtain same within 6 months of hiring.

Prepared by: Director of Public Works
July, 2002

Updated: December, 2012

 H

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

MEETING DATE: Tuesday May 12th, 2015

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Contract with Wactel Tree Service-
EAB Detailed Plan/Consulting

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting permission to contract with Wactel Tree Service to provide specific consultation services as it relates to the handling of Emerald Ash Borer (EAB). Wactel has worked with the Village in the past and is very familiar with our tree inventory. Wactel drafted the initial EAB plan for the Village a number of years ago as well as inventoried all of Village's street trees. The new plan will detail which trees should be removed, treated, observed etc. EAB is a complex, fluid situation that requires constant assessment and attention. Staff believes that the best course of action is to seek the assistance of experts who are familiar with this specific problem. Staff fully expects to use Village forces as much as possible in this process. Other communities such as Elm Grove and Whitefish Bay are working with Wactel and having success with their EAB plan. The cost of the service will be on a time and material basis in the amount not to exceed \$15,000 (\$130/hr. Project Manager, \$100/hr. Certified Arborist).

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends contracting with Wactel Tree Service. If approved funds shall be allocated from Parks Line Item account 10-553-530-5290.

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.

AGREEMENT BETWEEN THE VILLAGE OF GERMANTOWN
AND WACHTEL TREE SCIENCE & SERVICE

FOR PROFESSIONAL ARBICULTURAL CONSULTING SERVICES - 2015

This contract entered on the last date of execution shown below, between the Village of Germantown (the "Village") a municipal corporation duly existing in the State of Wisconsin, and Wachtel Tree Science and Service, Inc. ("Wachtel"), a Wisconsin corporation.

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration which is duly acknowledged, Village and Wachtel agree that Wachtel shall provide the following services to the Village of Germantown for the 2015 calendar year, subject to the following terms and conditions:

I. For Administration of EAB Activities

Wachtel will perform the following administrative duties for in-house or contracted ash tree removal, stump removal and site restoration; tree replacement plantings; and ash tree treatments within the funding limitations of the Village's budget for such activities.

1. Utilizing the Village's GIS street, park/ public property tree inventories, locate and field verify ash that meet the criteria as determined by the Village to be candidates for removal or treatment.
2. Prepare informational letters (if determined to be necessary) explaining the process of the removal, replacement and treatment programs. The Village would send the letter, approved by Village staff, to residents that are impacted by this program.
3. Prepare bid documents (if required) for tree removal, stump removal, tree treatment, and new tree planting. Village staff will incorporate these specifications into complete bid documents. The Village will advertise and mail documents to prospective bidders from a bidders list provided by the consultant. Consultant to assist Village staff with selection of qualified contractors to perform the work.
4. Select diverse species of trees to be utilized in replanting efforts.
5. Mark trees that are identified for treatment or removal and locate sites where new trees will be planted.
6. Assist Village staff as requested with inspection of work by contractors.

II. Village Forester Related Duties

1. Respond to and resolve citizen requests on a weekly basis in accordance with Village Codes to include:
 - Site visit including resolution
 - Phone call/letter/email to resident with resolution
 - Create work orders for field crews as needed
 - Follow up to those issues requiring follow up

2. Perform city wide "scout" surveys as necessary to check for the presence of Dutch Elm disease (DED), Gypsy Moth (GM) and Emerald Ash Borer (EAB)
3. Coordinate contracts/operations to ensure that village services in regard to Forestry are not disrupted, including:
 - Tree Planting/Pruning/Removal/Stump Removal operations with DPW and Parks & Recreation
4. Design and implement a tree planting program to include:
 - Identify locations for replacement trees where feasible for removed trees
 - Review Village property for tree planting opportunities
 - Work within a defined budget
5. Review and coordinate with the Public Works manager to keep up to date, as feasible, the Village street tree pruning cycle
6. In consultation with staff develop a yearly Forestry budget for Village approval
7. Prepare annual Tree City USA and Bird City Wisconsin applications (if applicable)
8. Participate in an Arbor Day celebration coordinated by the Village and participate an annual International Migratory Bird Day celebration if the Village is a Bird City Wisconsin designee.
9. Assist the Village in any forestry-related grant writing and grant administration

III. Miscellaneous Provisions

1. Term. The term of this agreement shall be for the calendar year 2015. Either party can terminate this agreement at any time upon thirty (30) days written notice.
2. Payment Terms. The above work shall be at an hourly rate of \$130.00 for Project Manager and \$100.00 for a Staff Certified Arborist with a total estimated cost of \$15,000. The parties recognize and agree that charges to the Village shall not exceed \$15,000 for the term of this agreement without a written change order approved by the Village Board.
3. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor agreement as such is defined under all applicable laws of the State of Wisconsin, and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations, and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Village Parks and Recreation Director or his/her designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
4. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are

followed, both with regard to private rights, and with regard to public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requestor; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Wachtel shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Village, its officers, agents, employees and independent contractors growing out of (i) Village's denial of a records request, based upon objections made by Wachtel, or (ii) Wachtel's failure to provide records to Village upon Village's request; or (iii) Village's charges made to a records requestor, based upon reimbursement of costs Wachtel charged to Village in responding to a records request; or (iv) Village's lack of timely response to a records request, following Wachtel's failure to timely respond to Village as required herein; or (v) Village's provision of records to a requestor that were provided to Village by Wachtel in response to a records request. Wachtel's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Village may provide all requested documents, programs, data, and other records to the requestor, upon failure by Wachtel to defend, indemnify or hold harmless the Village as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

5. Our work will be on a time and materials basis at a cost not to exceed \$15,000.00, with an estimate of approximately 115 hours. Our hourly rate is \$130 for the Project Manager and \$100 for a Staff Certified Arborist. We anticipate being able to begin work soon after receiving approval from the Village to proceed.

Dated this ____ day of _____, 20__.

VILLAGE OF GERMANTOWN

ATTEST:

Dated this ____ day of _____, 20__.

Wachtel Tree Science & Service, Inc.

By: _____
David J. Scharfenberger, President

By: _____
John T. Gall, Special Projects
Coordinator

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

MEETING DATE: Tuesday May 12, 2015
AGENDA ITEM: New Business
ITEM TITLE: Authorization to Purchase Truck Box
SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quotes for the purchase of a new 7 cubic yard heavy duty dump box. While all three vendors were given the same specifications; however, each provided a price on a slightly different box. When comparing the pricing please note that the Olson submittal is for a box with a floor thickness of 3/16" and not the 1/4" we specified. That is why we are recommending the box quoted by Casper Truck Equipment. This purchase is part of the 2015 budget.

Olson	\$9,892
Casper's	\$10,067
Burke	\$11,895

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

Staff recommends purchasing the dump box from Casper's Truck Equipmnet. If approved funds shall be allocated from Highway line item account 10-542-570-8100.

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.



700 Randolph Drive

Appleton, WI 54913

At 41 & N, Little Chute, WI

Phone: (920) 687-1111

Fax: (920) 687-1122

Green Bay (920) 983-1111

Milwaukee: (262) 544-5404

www.casperstruck.com

: Village of Germantown

:

:

:

: RE:

=====
Date: April 29, 2015 Time: 8:52 AM Terms: **Due on Delivery** Contact: Matt Kolbow
Phone # 262-253-8257 Fax # E-mail: mkolbow@village.germantown.wi.us
=====

**** Sales Quotation ****

1. Henderson 10' Mark Two Heavy Duty Dump Body With Hoist

- A. 10' long x 86" I.D., 60" front, 24" sides, 32" tailgate 5.0 / 7.0 cu. Yard capacity
- B. Unibody design (**no crossmembers**)
- C. 8" I-beam longitudinals (**no splices**)
- D. One piece 7 ga. sides and front head sheet, 65,000 psi tensile strength
- E. One piece 1/4" AR 400 / 180,000 psi tensile strength seamless floor. Side sheets are joined to floor by a formed 4" radius not a weld in radius
- F. Boxed top rail, and rub rail slope outward for dirt - shedding
- G. No horizontal side braces
- H. Seven gauge grade 50 full depth rear corner posts are tied to an 8" structural channel rear apron
- I. Double panel double acting 7 ga. 65,000 psi tailgate has full perimeter boxing and one intermediate horizontal brace, tailgate latches are flame cut steel and are mounted to a 1/4" steel reinforcing plate attached to the body by continuous seam welding for extra strength and reliability, 1-1/4" upper and lower pins.
- J. Mechanical release standard with double over center linkage.
- K. 1/2 x 78" cab shield installed at Henderson (requires dimension sheet to be completed at time of order)
- L. OSHA approved body prop, back-up alarm, body raised indicator.
- M. 4" structural channel subframe engineered for strength
- N. Henderson UB-8-17 double acting underbody hoist, 50° dump angle, Class 60
- O. 6" x 8" x 1/2" structural angle rear hinge assembly with 1 1/2" diameter 303 stainless steel pins connected through 2" hinge blocks
- P. No pump, valve or any other hydraulics
- Q. One piece wiring harness for rear clearance lights and recessed stop/turn/tail lights
- R. Body chemically cleaned with phosphate solution, primed with high quality two component primer, underside primed black, not painted
- S. Two year cylinder warranty / 1 year body warranty
- ** T. **Not installed, FOB Germantown**

Total: \$ 10,067.00

=====
ALL SALES TAX AND FET TAX WILL BE ADDED
=====

Submitted by: Jim Kriner Quote firm 30 days. Terms: Net on delivery. PO # _____
Quote and terms accepted by: _____ Title: _____ Date accepted _____

THANK YOU for the opportunity to submit our quote for your consideration



ATTN : MATT

This Quotation is Subject to the Additional Terms & Conditions on the Reverse Side

☐ If This Box is Checked you Accept As Shown.	
Please Sign and Return Acceptance Copy	Authorized Signature Date

BURKE TRUCK & EQUIPMENT, INC.

5337 REINER RD., MADISON, WISCONSIN 53718

888-249-9788 / 608-249-9788 / FAX: 608-837-7530

Web: www.burketruck.com / Email: sales@burketruck.com

3/5/15_

****REF: Item Number: 1782053 - SHIP OUT BODY - NEEDS TO BE PAINTED****

Body Length: 120 (10')

Body ID: 84

****Body Style: ULTRA MD****

Body OD: 96

Hoist Mounting Type: STANDARD

Hoist Model (Hoist Price Not Included): JU50 @45 DEGREES

Front Style: STRAIGHT

Side Style: SINGLE PANEL W/RUBRAIL

Rear Style: STRAIGHT

****Frame Style: 8 WESTERN I-BEAM - WELDED CONTINUOUSLY****

Front Height: 40

Side Height Front: 26

Side Height Rear: 26

Rear Height: 32

Front Material: 7GA A1011 STEEL

Side Material: 7GA A1011 STEEL

Rear Material: 7GA A1011 STEEL

Floor Material: 7GA A1011 STEEL

Frame Material: A36 STEEL

Outer Side Material: 7GA A1011 STEEL

Rear Pillar Width: 14

Tailgate Release Type: MANUAL

Tailgate Hinge Type: 1 THICK / 7 OFFSET

Tailgate Thickness: 3.5

Tailgate Bracing Style: FULLRIB

Lower Rail: GRIP STRUT WALKWAY

****Left Front Ladder: J-CRAFT FOLDING LADDER****

Steps Inside Body: LEFT FRONT

Side Vertical Quantity: 0

Front Brace Quantity: 1

Chainslot Bracket Type: BANJO

Rear Oval Light Cutouts: 2 OVALS

Light Carton: LESS LIGHTS

****ADD CENTER LIFTING BRACKET TO TOP CENTER OF EACH SIDE****

NOTE:

**** - SHOT BLAST, 2 PART EPOXY PRIMER (2K FILLER), PAINTED OMAHA ORANGE****

****24" x 84" WIDE CABSHIELD WELDED TO FRONT OF BODY**

NEED FRAME TO BOTTOM OF CABSHIELD MEASUREMENT AT TIME OF ORDER

REF: P/N# 1621906 84" WIDE CENTERED**

J

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

MEETING DATE: May 12, 2015

AGENDA ITEM: New Business

ITEM TITLE: Acceptance of Improvements and Retainer Reduction—Continental 246 (Buffalo Wild Wings)

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

SUMMARY EXPLANATION:

Continental 246 installed a water system, sanitary sewer lift station access driveway, traffic signals, and street lights to service a re-development along CTH Q. The public improvements were inspected, tested and are in a new condition. Staff is requesting accepting the public improvements, starting the one year warranty and reducing the surety to \$32,000.

Easements and as-built drawings were received and recorded by the Village.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Exhibit “A” from the Developer Agreement identifying public improvements.

RECOMMENDATION:

Staff recommends accepting the public improvements for Continental 246, reducing the surety to \$32,000 and beginning the one year warranty period.

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.

EXHIBIT "A"

CONTINENTAL 246 FUND LLC DEVELOPMENT AGREEMENT

<u>Item Description</u>	<u>Basis</u>	<u>Estimated Amount</u>
Water System	1.02	\$ 99,000
Sanitary Sewer Lift Station Access Driveway	1.03	\$ 5,000
Traffic Control Devices	1.04	\$200,000
Street Lights	1.05	\$ 16,000
Sub-Total		<u>\$320,000</u>
Improvement Review Fee: Minimum Fee	4.03	\$5,000*
Professional Fees (Attorney)	4.04	\$ 500*
Inspection Fees (Estimate by Village)	4.04	\$ 700*
Data Conversion Fee	4.05	\$ 500*
Sub-Total		<u>\$6,700</u>
Total		<u>\$326,700</u>

* Amount to be Paid at Time of Signing \$6,700

INITIAL LETTER OF CREDIT AMOUNT \$320,000

(Impact, Connection & RCA fees to be computed & paid for at the time of Building Permit issuance)

Water: (\$832.00 x REC in 2014) where REC=Number of UNITS x 0.333)	4.02
Fire: (\$0.63549/\$1000 of building cost)	4.02
Police: (\$0.2809/\$1000 of building cost)	4.02
Sanitary Sewer Connection Fees	4.02
((\$3,572 x REC in 2014) where REC=Number of UNITS x 0.333)	

CONTINENTAL 246 FUND LLC

BY: CONTINENTAL PROPERTIES COMPANY, INC., ITS MANAGER

BY: Daniel J. Minahan
Developer or Owner MH

Dan Ludwig
Dan Ludwig, P.E., Director of Public Works

Print Name: DANIEL J. MINAHAN, PRESIDENT

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



MEETING DATE: May 12, 2015

AGENDA ITEM: New Business

ITEM TITLE: Donges Bay Road Contract Amendment Reconsideration

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

SUMMARY EXPLANATION:

During the Committee's April 7, 2015 meeting, the Committee denied R.A. Smith National's Feb. 26, 2015 contract amendment request and stated that John Elkin, RASN's Project Manager, could return to the Committee after returning from vacation if he felt passionate about obtaining the contract modification.

John Elkin believes that the contract amendment is warranted and prepared the attached Apr. 15, 2015 e-mail response justifying it and asking for reconsideration. John Elkin will be present during the Committee's May 12, 2015 meeting.

ATTACHMENTS:

- 1) John Elkin e-mail (Apr. 15, 2015)
- 2) RASN contract amendment (Feb. 26, 2015)
- 3) RASN contract, original (Aug. 26, 2014)

STAFF RECOMMENDATION TO COMMITTEE:

Based on the veracity of work described by John Elkin's Apr. 15, 2015 e-mail and RASN's Feb. 26, 2015 contract amendment, staff recommends that Committee recommend to the Village Board to award a \$4,900 contract amendment 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.

From: Elkin, John A. [John.Elkin@rasmithnational.com]
Sent: Wednesday, April 15, 2015 3:45 PM
To: Brionne Bischke
Cc: Axt, Andrew
Subject: Donges Bay Road Contract Amendment Reconsideration
Attachments: EP 140826 Donges Bay Rd AGREELS BRK.pdf; EP 150225 Donges Bay Rd Amendment #1.pdf

Brionne,

We understand that the Public Works and Highway Committee denied our contract amendment (dated 2/26/2015) for the Donges Bay Road project. We would appreciate reconsideration of this contract amendment based on the following grounds (referencing contract amendment items A. and B. under I. Description of Additional Services to be Performed):

- A. Path Design: As noted in our original contract (dated 8/26/2014) section II.K and as described in the 7/21/2014 Village Board Meeting Minutes (New Business Item G.), we were directed to only design a new pathway between Heritage Hills Pkwy and Pilgrim Road. No direction was provided regarding changing the existing pathways between Division Road and Pilgrim Road. The 7/21/14 Board Meeting Minutes indicate a discussion of the speed of passing traffic with respect to the location of existing paths, yet no recommendations were made to separate existing paths from the roadway. We submitted 90% plans on 12/16/15 for Village review and approval according to our contract that showed only a new pathway between Heritage Hills Pkwy and Pilgrim Road. Pursuant to the direction of the Village Board meeting on 1/19/2015 (New Business Item A), we were requested to implement changes to four existing pathway locations between Division Road and Pilgrim Road that required additional effort not contemplated in the original design contract. The design of the storm sewer and curb and gutter associated with the existing path revisions between the Jefferson Ditch and Pilgrim Road were not included in the original contract under V. Assumptions and Conditions:
 - b. The design of urban/curb and gutter sections is not required.
 - c. Plans not provided include landscaping and storm sewer.
- B. Curb and Gutter and Ramp Design: Our understanding of the scope project was to not replace the existing curb and gutter, and our level of effort was estimated accordingly. During the course of the project design we completed an analysis to fully determine if the existing curb and gutter intersection returns could remain in the rehabilitation areas with a maximum allowable Donges Bay Road driving lane cross slope of 3% and right turn/merge lane cross slope of 6%. In rehabilitation areas the Donges Bay Road profile will typically be raised 5" due to the pulverization of the existing asphalt and the added asphalt overlay. The analysis revealed that 7 intersections would need replacement of the curb and gutter radii in order to not exceed maximum cross slope limits, requiring the design of grades for the radii so they can be staked in the field for construction. Replacement of the curb and gutter radii at a new elevation also requires replacement of the adjacent curb ramps, which necessitated additional ramp layout and quantities. As noted above and in our original contract, the design of urban/curb and gutter sections is not required, and therefore considered to be extra effort.

We feel that the contract amendment is justified due to the extra effort that was not anticipated in the original contract. If you have any questions or need additional information please don't hesitate to contact me.

Thank you,

John

John A. Elkin, P.E., M.S., Associate
Sr Project Manager/Assistant Division Director
262-317-3312
262-317-1312 fax

R.A. Smith National, Inc.

16745 West Bluemound Road, Suite 200, Brookfield, WI 53005-5938

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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.

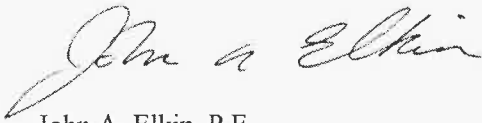
Deliver excellence, vision, and responsive service to our clients.

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.

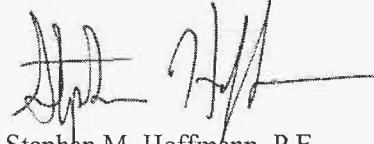
Thank you!

Sincerely,
R.A. Smith National, Inc.



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

R.A. Smith National, Inc.



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.

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- 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

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:

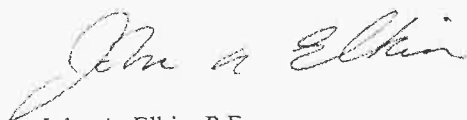
- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal.
- B. The design of urban/curb and gutter sections is not required.
- C. Plans not provided include landscaping and storm sewer.
- D. Any wetland impacts and Section 401/404 permits will be prepared/coordinated 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

©2013 R.A. SMITH NATIONAL, INC.

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



MEETING DATE: May 12, 2015

AGENDA ITEM: New Business

ITEM TITLE: Relocation Order for Donges Bay Road between Division and Pilgrim Roads

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

SUMMARY EXPLANATION:

There are five areas along the Donges Bay Road in which temporary grading may extend beyond the from the roadway centerline. When the summation of individual temporary grading easements equal or exceed \$1,000, the Village Board must adopt a relocation order.

Village Attorney Brian Sajdak is developing the language for the relocation order and have the document ready for the Committee's meeting.

ATTACHMENTS:

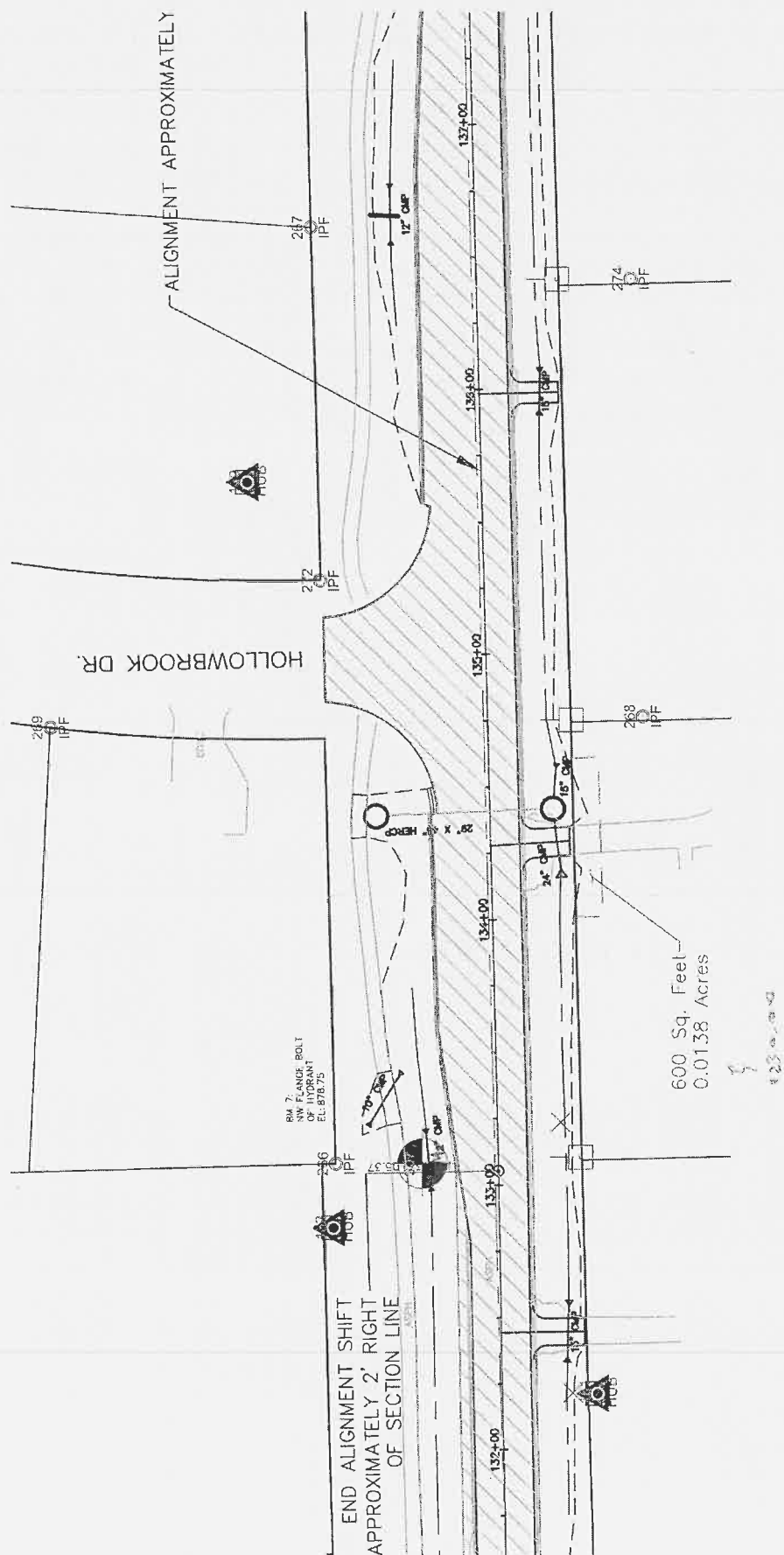
Two exhibits presenting temporary grading easements

STAFF RECOMMENDATION TO COMMITTEE:

Recommend to Village Board to adopt the relocation order.

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 & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

M

MEETING DATE: May 12, 2015

AGENDA ITEM: New Business

ITEM TITLE: Recommendation for Ruekert-Mielke to Perform a 5-Year Audit Plan
as per MMSD requirements in CMOM

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

SUMMARY EXPLANATION:

MMSD requires the Village to perform an audit every five years to comply with the Capacity, Management, Operation and Maintenance Program (CMOM). The Village requested proposals from two consultants: Brown & Caldwell and Ruekert-Mielke. Ruekert-Mielke was the only consultant to reply requesting \$7,800 to provide the scope of services needed to complete a five-year audit plan. Ruekert-Mielke is also preparing 5-year audit plans for Muskego and Franklin which provides useful information from comparable communities which is a required component of the 5-year plan. Account #60-850-530-8520 has sufficient funds to cover the cost of the 5-year audit plan.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

Proposal from R&M: 5-Year Audit Plan

RECOMMENDATION:

Staff recommends the Public Works Committee recommend Ruekert-Mielke to prepare a 5-Year Audit Plan for \$7,800 to comply with MMSD requirements in CMOM.

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.

April 23, 2015

Mr. Timothy K. Zimmerman
Wastewater Superintendent
Village of Germantown
P.O. Box 337
Germantown, WI 53022

Re: 5-Year Audit Plan

Dear Mr. Zimmerman:

Thank you for the opportunity to submit a proposal to complete the Village's 5-Year Audit Plan to meet MMSD's CMOM compliance measures. The Village and R/M have a longstanding history in monitoring the Village's collection system through a number of GIS tools and applications. The Village has been on the forefront in terms of utilizing technology to aid in the compiling of maintenance activities that the Village performs throughout the year.

In addition to supplying the Village's GIS technology, R/M has also worked with several other communities within the MMSD region and have recently worked concurrently with two of those communities to complete their 5-Year Audit Plans. The 5-Year Audit Plan is intended to compare the MMSD communities to one another and gauge successes and any shortcomings that the community may have in their CMOM activities, as identified in the yearly reporting.

The 5-Year Audit Plan is comprised of three sections: 1) Annual updating, which is completed through the Annual Report (2014); 2) Program audit, which is completed through the Program Audit Report and undertaken on a five year cycle; 3) Program change procedures, which will be implemented following the Program Audit. The scope of this proposal includes completing items for Tasks 1 and 2 above.

Scope of Services:

As part of the 5-Year Audit Plan, R/M proposes to complete the following items within our scope of services:

- Review the Village's 2013 CMOM Annual Report that has been previously provided
- Meet with Village staff to compile the maintenance and performance standard updates in 2014

Mr. Timothy K. Zimmerman
Village of Germantown
April 23, 2015
Page 2

- Complete the Village's 2014 Annual Report utilizing MMSD formal CMOM outline, including the performance report card; this will allow for an "apples to apples" comparison with comparable communities (Muskego and Franklin)
- Meet with Village Staff to audit the Village's CMOM program with that of other comparable communities (Muskego and Franklin)
- Draft Audit Plan in accordance with MMSD guidelines
- Provide Audit Plan to Village staff for review and comment
- Provide Final Audit Plan for Village to forward to MMSD for submittal

Additional Services

The Village may wish to expand upon this proposal's Scope of Services and authorize R/M to perform the following tasks at standard billable hourly rates or negotiate a fee as necessary:

- Meetings outside of the two identified above
- Review the Village's CMOM Annual Report submittals from 2010 through 2012, for additional comparison included within the Annual Report or Audit Plan
- Submittals that are in addition to the Annual Report and Audit Plan

Schedule/Fee

The Annual Report and Audit Plan will be completed and submitted to MMSD prior to the June 30, 2015 deadline. The Scope of Services shall be completed for a lump sum fee of \$7,800.

The above described professional services will be provided to you in accordance with the attached two page **RM Standard Terms & Conditions (Engineering)** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning two fully executed copies to our office.

Mr. Timothy K. Zimmerman
Village of Germantown
April 23, 2015
Page 3

Please contact our office with any questions regarding this matter.

Very truly yours,

RUEKERT & MIELKE, INC.



Jerad J. Wegner, P.E. (WI)
Project Manager
jwegner@ruekert-mielke.com

JJW:sjs
Enclosure

cc: Michael F. Campbell, P.E., Ruekert & Mielke, Inc.
File

Mr. Timothy K. Zimmerman
Village of Germantown
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CLIENT NAME:

Village of Germantown

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

By: 
Steven C. Wurster, P.E.

Title: _____

Title: Senior Vice President/COO

Date: _____

Date: April 23, 2015

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: Jerad J. Wegner, P.E.Title: Project ManagerPhone Number: 262-953-3006

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner'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 Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer'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 Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner 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.

O. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

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

N

MEETING DATE: May 12, 2015

AGENDA ITEM: New Business

ITEM TITLE: Award Contract – Catie Vista Storm Sewer Relay

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

SUMMARY EXPLANATION:

1. During its Feb. 3, 2015 meeting, the Committee authorized staff to design and bid the installation of storm sewer along the right-of-way of Sylvan Cir. and Francese Dr.
2. Staff found the design challenging because of the shallow depth of the existing storm sewer near the Francese-Montgomery intersection and the distance to the sag in Sylvan Cir. One unique remedy was to lay two smaller diameter pipes side-by-side with the unfortunate side effect of increased material and trench excavation costs.
3. The project was bid Apr. 16-30 compliant with Wisconsin State Statutes regulating Public Works contracts.
4. Two bids were received:

\$99,250.00 All-Ways Contractors
\$133,997.00 Globe Contractors
5. The Village could fund this project from Acct. #40-541-570-8909 since the Village's consultant Graef determined that the signalization of the Freistadt-Maple intersection project could be deferred for a decade and that scope of present improvements could be reduced to lane expansion, restriping, and signage.

ATTACHMENTS:

1. All-Ways and Globe bid forms
2. Excerpts of All-Ways' prequalification form

STAFF RECOMMENDATION TO COMMITTEE:

Recommend to Village Board to award the contract to All-Ways.

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.

BID FORM – SECTION 00410

D. BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the CONTRACT. For the purposes of this Paragraph 4.01.D:

- 1) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
- 2) "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of OWNER, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
- 3) "Collusive practice" means a scheme or arrangement between two or more BIDDERS, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the CONTRACT.

ARTICLE 5: BASIS OF BID

5.01 CONTRACTOR shall complete the Work in conformance with the CONTRACT DOCUMENTS for the unit prices presented in this Section. Unit prices shall be all-inclusive, all-incidental so as to complete the WORK. Estimated Quantities on the Bid Form include contingencies and rounding; therefore, most will not exactly equal the summation of Village-derived and Bidder-derived takeoffs from the drawings. The Bid Form will be the basis for the Bid Tabulation, not the drawings.

EARTHWORK ITEMS (A)

(Contractor assumes ownership and off-site transport & disposal expenses)

ITEM NO.	BID ITEM	UNIT	EST. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A01	Removing Ex. Curb & Gutter	L.F.	30.0	20 ⁻	600 ⁻
A02	Removing Ex. Concrete Driveways/Sidewalks	C.Y. (In-Situ)	1.0	200 ⁻	200 ⁻

BASE AND SUBBASE ITEMS (B)

(Materials conforming to Sec. 305 Standard Specifications)

ITEM NO.	BID ITEM	UNIT	EST. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
B01	Slurry Backfill	C.Y.	28.0	95 ⁻	2660 ⁻

BID FORM - SECTION 00410

PAVEMENT ITEMS (C)					
ITEM NO.	BID ITEM	UNIT	EST. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
C01	HMA Binder Course, 2" Depth, Type E-0.3, 19 mm, PG 58°C-28°C	Ton (Weight Ticket)	8.0	245 -	1960 -
C02	HMA Surface Course, 2" Depth, Type E-0.3, 12.5 mm, PG 58°C-28°C	Ton (Weight Ticket)	8.0	245 -	1960 -
C03	Concrete Curb & Gutter, 30-inch Mountable, Hand Form	L.F.	30.0	60 -	1800 -
C04	3/4" Crushed Agg. Limestone base course	Ton (Weight Ticket)	60.0	35 -	2100 -
C05	HMA Driveway, 4 inch Thickness (2-1/4" binder lift, 1-3/4" surface lift)	S.Y.	5.0	85 -	425 -
C06	Concrete Collar 6 Bag Mix	C.Y.	5.0	190 -	950 -
C07	Concrete Sidewalk, 5 inch Thickness	S.Y.	1.0	300 -	300 -
C08	Sawing Ex. Pavements, HMA	L.F.	250.0	3 -	750 -
C09	Sawing Ex. Pavements, Concrete	L.F.	20.0	5 -	100 -
CULVERT AND STORM SEWER ITEMS (D) (Manhole and CB/Inlet items can be associated with each other, Earthwork, and Base and Subbase items)					
ITEM NO.	BID ITEM	UNIT	EST. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
D01	Storm Sewer Pipe, C-900, 12" Dia. (Furnished and Installed)	L.F.	45.0	69 -	3105 -
D02	Storm Sewer Pipe, RCP, 24" Dia. (Furnished and Installed)	L.F.	96.0	82 -	7872 -
D03	Storm Sewer Pipe, ADS N-12, 12" (Furnished and Installed)	L.F.	570.0	49 -	27930 -
D04	Storm Sewer Pipe, ADS N-12, 24" (Furnished and Installed)	L.F.	120.0	68 -	8160 -

BID FORM - SECTION 00410

D05	Storm Sewer Pipe, ADS N-12, 24" (Incl. FES) + (Furnished and Installed)	L.F.	57.0	153 -	8721 -
D06	Install Catch Basin #1, (Including Casting and Grate)	EA	1.0	2650 -	2650 -
D07	48" Storm Sewer Manhole, New Precast Concrete Structure	EA	3.0	2850 -	8550 -
D08	Storm Sewer Catch Basin/Inlet, New Precast Concrete Structure (2' x 3')	EA	2.0	3450 -	6900 -

MISCELLANEOUS ITEMS (E)

ITEM NO.	BID ITEM	UNIT	EST. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
E01	Mobilization & Demobilization (one-time max. payout for ea. project area)	L.S.	1.0	2000 -	2000 -
E02	Traffic Control (one-time max. payout for ea. project area)	L.S.	1.0	1000 -	1000 -
E03	Wattles (North American Green WS925/WS1210) (Incl. installation & removal)	L.F.	80.0	6 -	480 -
E04	Topsoil (Imported & screened)	C.Y. (Load Ticket)	76.0	42 -	3192 -
E05	Turf Restoration, Seed and Photodegradable Erosion Control Mat (North American Green DS75), (Incl. watering)	S.Y.	680.0	4 -	2720 -
E06	4" Styrofoam Insulation over Water Main	EA	1.0	200 -	200 -
E07	Water Sampling Station Remove & Relocate	EA	1.0	1965 -	1965 -
SUM (A01-A02, B01, C01-C09, D01-D08, E01-E08), Number					99,250 -

SUM (A01-A02, B01, C01-C09, D01-D08, E01-E08), Words

NINETY NINE THOUSAND TWO HUNDRED FIFTY DOLLARS

BID FORM – SECTION 00410

D. BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the CONTRACT. For the purposes of this Paragraph 4.01.D:

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- 2) "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of OWNER, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
- 3) "Collusive practice" means a scheme or arrangement between two or more BIDDERS, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
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EARTHWORK ITEMS (A)					
(Contractor assumes ownership and off-site transport & disposal expenses)					
ITEM NO.	BID ITEM	UNIT	EST. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A01	Removing Ex. Curb & Gutter	L.F.	30.0	20.00	600.00
A02	Removing Ex. Concrete Driveways/Sidewalks	C.Y. (In-Situ)	1.0	100.00	100.00
BASE AND SUBBASE ITEMS (B)					
(Materials conforming to Sec. 305 Standard Specifications)					
ITEM NO.	BID ITEM	UNIT	EST. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
B01	Slurry Backfill	C.Y.	28.0	100.00	2,800.00

BID FORM - SECTION 00410

PAVEMENT ITEMS (C)					
ITEM NO.	BID ITEM	UNIT	EST. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
C01	HMA Binder Course, 2" Depth, Type E-0.3, 19 mm, PG 58°C-28°C	Ton (Weight Ticket)	8.0	150.00	1,200.00
C02	HMA Surface Course, 2" Depth, Type E-0.3, 12.5 mm, PG 58°C-28°C	Ton (Weight Ticket)	8.0	150.00	1,200.00
C03	Concrete Curb & Gutter, 30-inch Mountable, Hand Form	L.F.	30.0	75.00	2,250.00
C04	3/4" Crushed Agg. Limestone base course	Ton (Weight Ticket)	60.0	20.00	1,200.00
C05	HMA Driveway, 4 inch Thickness (2-1/4" binder lift, 1-3/4" surface lift)	S.Y.	5.0	60.00	300.00
C06	Concrete Collar 6 Bag Mix	C.Y.	5.0	400.00	2,000.00
C07	Concrete Sidewalk, 5 inch Thickness	S.Y.	1.0	100.00	100.00
C08	Sawing Ex. Pavements, HMA	L.F.	250.0	2.00	500.00
C09	Sawing Ex. Pavements, Concrete	L.F.	20.0	5.00	100.00
CULVERT AND STORM SEWER ITEMS (D) (Manhole and CB/Inlet items can be associated with each other, Earthwork, and Base and Subbase items)					
ITEM NO.	BID ITEM	UNIT	EST. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
D01	Storm Sewer Pipe, C-900, 12" Dia. (Furnished and Installed)	L.F.	45.0	113.00	5,085.00
D02	Storm Sewer Pipe, RCP, 24" Dia. (Furnished and Installed)	L.F.	96.0	118.00	11,328.00
D03	Storm Sewer Pipe, ADS N-12, 12" (Furnished and Installed)	L.F.	570.0	96.00	54,720.00
D04	Storm Sewer Pipe, ADS N-12, 24" (Furnished and Installed)	L.F.	120.0	112.00	13,440.00

BID FORM - SECTION 00410

D05	Storm Sewer Pipe, ADS N-12, 24" (Incl. FES) + (Furnished and Installed)	L.F.	57.0	122.00	6,954.00
D06	Install Catch Basin # 1, (Including Casting and Grate)	EA	1.0	5,000.00	5,000.00
D07	48" Storm Sewer Manhole, New Precast Concrete Structure	EA	3.0	2,100.00	6,300.00
D08	Storm Sewer Catch Basin/Inlet, New Precast Concrete Structure (2' x 3')	EA	2.0	3,300.00	6,600.00

MISCELLANEOUS ITEMS (E)

ITEM NO.	BID ITEM	UNIT	EST. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
E01	Mobilization & Demobilization (one-time max. payout for ea. project area)	L.S.	1.0	2,000.00	2,000.00
E02	Traffic Control (one-time max. payout for ea. project area)	L.S.	1.0	3,000.00	3,000.00
E03	Wattles (North American Green WS925/WS1210) (Incl. installation & removal)	L.F.	80.0	10.00	800.00
E04	Topsoil (Imported & screened)	C.Y. (Load Ticket)	76.0	30.00	2,280.00
E05	Turf Restoration, Seed and Photodegradable Erosion Control Mat (North American Green DS75), (Incl. watering)	S.Y.	680.0	3.00	2,040.00
E06	4" Styrofoam Insulation over Water Main	EA	1.0	100.00	100.00
E07	Water Sampling Station Remove & Relocate	EA	1.0	2,000.00	2,000.00

SUM (A01-A02, B01, C01-C09, D01-D08, E01-E08), Number

\$

133,997.00

SUM (A01-A02, B01, C01-C09, D01-D08, E01-E08), Words

One Hundred Thirty Three Thousand, Nine Hundred Ninety Seven Dollars
+ no cents

CONFIDENTIAL PREQUALIFICATION STATEMENT

TO: VILLAGE OF GERMANTOWN, WI

There is submitted for your consideration, pursuant to Section 66.0901 Wisconsin Statutes, a statement of qualification of the undersigned to furnish the necessary labor, materials and skills required to perform the complete public works contract to be let by the municipality.

1. IDENTIFICATION

- A. Official Firm Name ALL-WAYS CONTRACTORS, INC.
- B. Telephone No. 262-789-6944 Fax No. 262-789-6876
- C. Address P.O. Box 798 ELM GROVE WI 53122
(Street) (City) (State) (Zip)
- D. Number of years in business under present firm name 33 YEARS
- E. Classification of work which firm is seeking qualification GRADING, LANDSCAPING, STORM SEWER, GENERAL INFRASTRUCTURE
- F. Please check one, two or three:
1. Corporation ☒ 2. Partnership ☐ 3. Sole proprietor ☐
- G. Principal Individuals:
- | | |
|---------------------------------------|-------------------------------------|
| (If a Corporation Answer Below) | (If a Partnership Answer Below) |
| President <u>CHRISTOPHER MICHAELS</u> | Name of Partner _____ |
| Vice-Pres. <u>DAVID MICHAELS</u> | Name of Partner _____ |
| Secretary <u>CHRISTOPHER MICHAELS</u> | (If a Sole Proprietor Answer Below) |
| Treasurer <u>DAVID MICHAELS</u> | Name of Sole Proprietor _____ |
- H. If a Corporation answer below:
- (1) Licensed to do business in Wisconsin (month/year) FEB 1982
- (2) When Incorporated FEB 1982 (3) In what State WISCONSIN

- 2012 Kohl's Department Store Annual Maintenance - Wisconsin
Throughout Wisconsin
Contract Value \$1,360,000
Mr. John Henderson – Kohl's – Menomonee Falls
262-703-6865
- 2012 Village of Brown Deer – Downtown Street Reconstruction
Brown Deer, Wisconsin
Contract Value \$291,000
Subcontractor to: Advance Construction
Mr. Jerry Kultgen
2141 Wooddale Road
Green Bay, WI
920-434-3978
- 2012 City of Brookfield – Greenway Trail Phase VII
Brookfield, Wisconsin
Contract Value \$145,000
City of Brookfield
Park and Recreation Department
2000 North Calhoun Road
Brookfield, WI 53005
262-782-9650
- 2012 City of Brookfield – Greenway Trail Phase VIB
Brookfield, Wisconsin
Contract Value \$110,000
City of Brookfield
Park and Recreation Department
2000 North Calhoun Road
Brookfield, WI 53005
262-782-9650
- 2012 City of Muskego – Woods Road Bike Path
Muskego, Wisconsin
Contract Value \$285,000.00
Subcontractor To:
Wolf Construction Company
Adam Weber
262-965-2121
- 2012 Wisconsin DOA – Union Grove
Union Grove, Wisconsin
Contract Value \$250,000.00
Subcontractor To:
Wolf Construction Company
Adam Weber
262-965-2121

2013	Wisconsin DOA – Union Grove Union Grove, Wisconsin Contract Value \$80,000.00 Subcontractor To: Wolf Construction Company Adam Weber 262-965-2121
2013	Village of Whitefish Bay Whitefish Bay, Wisconsin Contract Value \$285,000.00 Subcontractor To: H&H Civil Construction Doug Hansen 920-858-3623
2013	City of Brookfield – Greenway Trail Phase VIII Brookfield, Wisconsin Contract Value \$190,000 City of Brookfield Park and Recreation Department 2000 North Calhoun Road Brookfield, WI 53005 262-782-9650
2013	Kohl's Department Store Annual Maintenance - Wisconsin Throughout Wisconsin Contract Value \$1,560,000 Mr. John Henderson – Kohl's – Menomonee Falls 262-703-6865
2013	City of Waukesha Water Main Waukesha, Wisconsin Contract Value \$48,000 Subcontractor to: Advance Construction Mr. Jerry Kultgen 2141 Wooddale Road Green Bay, WI 920-434-3978
2013	Village of Fontana Fontana on Lake Geneva, Wisconsin Contract Value \$43,000.00 Subcontractor To: McGuire Construction Tim McGuire 608-558-2665

2013	Quail Haven Subdivision Menomonee Falls, Wisconsin Contract Value \$38,000.00 Subcontractor to: Reesman's Excavating Mr. JR Reesman 28815 Bushnell Road Burlington, WI 53105 262-539-2124
2015	Kohl's Department Store Annual Maintenance - Wisconsin Throughout Wisconsin Contract Value \$1,560,000 Mr. John Henderson -- Kohl's -- Menomonee Falls 262-703-6865
2015	Weyerhaven Subdivision Menomonee Falls, Wisconsin Contract Value \$95,000.00 Subcontractor to: Reesman's Excavating Mr. JR Reesman 28815 Bushnell Road Burlington, WI 53105 262-539-2124
2015	Asphalt Utility Patching Waukesha, Wisconsin Contract Value \$50,000.00 Mr. Al Shook 130 Delafield Street Waukesha, WI 53188 262-524-3599
2015	Mary Hill Road Reconstruction Menomonee Falls, Wisconsin Contract Value \$445,000.00 Mr. Brian Hornickle Menomonee Falls, WI 262-532-4415

2015	WISDOT Ohio Street Reconstruction Racine, Wisconsin Contract Value \$80,000 Subcontractor to: Lalonde Contractors, Inc. Mr. Mark Lalonde 2929 South Chase Ave. Milwaukee, WI 414-744-1515
2015	Fond du Lac Avenue Multi Use Trail Construction Menomonee Falls, Wisconsin Contract Value \$340,000.00 Mr. Brian Hornickle Menomonee Falls, WI 262-532-4415
2015	45th & Norwich Reconstruction Greenfield, Wisconsin Contract Value \$610,000.00 Mr. Scott Stevenson AECOM – Milwaukee Office 414-944-6080
2015	Armory Pond Construction Oshkosh, Wisconsin Contract Value \$165,000.00 RELYCO, Inc. Mr. Val Tereshchenko P.O. Box 5246 DePere, WI 54115-5246 920-983-9040
2015	City of Brookfield – Hoffmann Parking Lot Construction Brookfield, Wisconsin Contract Value \$135,000.00 City of Brookfield Mr. John Laning Engineering Department 2000 North Calhoun Road Brookfield, WI 53005 262-787-3541