

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, December 5, 2017** *****5:30 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 Campbell, Warren and Zabel
- III. **APPROVAL OF MINUTES:** November 8, 2017
- 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. Authorization to Fill Vacancy – Highways, Parks, Bldgs. & Grounds Department
 - B. Authorization to Pay Invoice – American State Equipment
 - C. Authorization to Pay Invoice – Door Master Garage Door Co.
 - D. Authorization to Fill Staff Position – Water Utility Department
 - E. Authorization to Pay Invoice – D.F. Tomasini
 - F. Authorization for a Blanket Purchase Order – Water Meters
 - G. Authorization to Purchase – Chlorine & Fluoride Drum Scales
 - H. Consideration to Execute – Cross-Connection Control Contract
 - I. Letter of Credit Reduction – Saxony Village – Heritage Place Joint Venture
 - J. Request to Accept/Record Water Main Easement – WI Stamping
 - K. Update – 2017 Construction Projects
 - L. Authorization to Send RFP – Consultant Services – Sanitary Sewer & Water Main Extension on Goldendale Road
 - M. Authorization to Contract – Wisconsin Testing Laboratories, LLC – Soil Boring & Analysis – Goldendale Road
- VI. **NEXT MEETING DATE:** Set January, 2018 Meeting Date and Time
- VII. **ANNOUNCEMENTS:**
- VIII. **ADJOURNMENT:**

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

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

November 8, 2017
Village Hall Board Room

CALL: Chm. Kaminski called the meeting to order at 5:30 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Campbell (absent), Warren and Zabel. Also present were Director Ratayczak, Engr. Laning and Secretary Wick.

PREVIOUS MINUTES: **MOTION made by Warren, seconded by Zabel to approve the minutes of October 3, 2017.**

Motion carried unanimously.

PUBLIC COMMENT: None

RELEASE OF RETAINER – 2016 SEALCOAT PROGRAM – FAHRNER ASPHALT:

MOTION made by Zabel, seconded by Warren authorizing staff to release the 2016 Sealcoat Program project retainer in the amount of \$19,299.00 to Fahrner Asphalt.

Motion carried unanimously.

CONSIDERATION OF UTILITY CREDIT – N112 W16760 MEQUON ROAD:

MOTION made by Zabel, seconded by Warren authorizing a water and sewer utility credit of \$619.04 to Dental Professionals Office at N112 W16700 Mequon Road for the non-usage of two water meters for one year that were removed during building renovations. The credit should be applied toward the account.

Dir. Ratayczak explained staff contacted the PSC to determine what responsibility the water utility would have in regard to refunding payment on the two meters sitting idle on the premises. The PSC concluded a refund for charges for the two meters could go back to the date the Water Utility was on site exchanging the remaining meter and was made aware the other two meters were no longer installed or in use. The customer did not notify the utility of the removal/disconnect request and therefore would not be entitled a refund back to the date of removal. The Dental Office would be responsible for charges incurred from the date of removal to the date of informing the Water Utility that the service was no longer used.

Kyle Menne, of Dental Professionals introduced himself to answer any questions. He was informed by his Associates that the other two tenants in the building were now all joined in one location therefore the other two meters were no longer necessary.

Paul Haugen, Water Utility Superintendent, was informed that a decision was made during the remodeling process that the three businesses would install their service through one meter. All connections were plumbed properly. No verification has been done as to the whether the current consumption reflected the use by all three businesses.

Motion carried unanimously.

CONSIDERATION/RECOMMENDATION OF WATER MAIN EXTENSION – KELLER INC. – GOLDENDALE ROAD: Dir. Ratayczak gave a visual presentation to report Keller Inc. had submitted plans to construct a building just north of their existing business on Goldendale Road at Woodland Drive. As part of the proposed development, Keller Inc. is required to connect to the Village's public water system. The sanitary sewer connection was not an issue. Dir. Ratayczak explained the Village's past practice was to require a development to extend new watermain across the entire parcel being developed. Keller Inc. had requested a variance to extend 16" watermain approximately 250 feet which would end just north of Woodland Drive. The extension would include a fire hydrant at Woodland Drive and an 8" lateral across Goldendale Road to service the new development. Dir. Ratayczak gave examples of other locations in which utilities were required along the full frontage of a property.

Aaron Keller of Keller Inc. reported lands north of his property were wetlands and undevelopable. Their thoughts were to install a hydrant just north of Woodland Drive which they would tee into for their future development. As their parcel extended 600 feet, it would not be feasible to develop the property if the Village required the extension of water main to their property limits. Keller, Inc. stated in a letter that they would extend the 16" watermain and not look for any upsizing reimbursement.

Committee comments included;

- T. Zabel - Usually the Village pays the cost difference for oversizing. The requirement is you should extend the watermain to your property limits. If a developer chose not to extend to his property limits the Village would ask that the developer waive his rights to any possible assessment that may occur in the event of a water main extension in the future. Clarification: the property owner will forgo his right to a public hearing in the future stating that he would agree to any assessment put on his property for any future expansion of the watermain.
- Dir. Ratayczak noted early results on the sewer and water petition in the Woodland Manor Subdivision were not favorable.
- Mr. Aaron Keller stated he would believe his partners would be open to waiving their rights to an assessment and would need to address the request with the other owners.
- Mr. Keller noted their existing building was currently on a holding tank and upon construction would tie into the sanitary sewer system along with the proposed building.
- Dir. Ratayczak stated a Developers Agreement would disclose the assessment requirements noting the owner would be liable for assessment costs at a future date.
- A rough calculation on future assessment costs to extend watermain to the property limits could be \$85,000 to \$95,000. The property owner would not be charged unless there was a future need for a watermain extension.

MOTION made by Zabel, seconded by Warren to allow Keller Inc., W204 N11509 Goldendale Road, to proceed with the extension of water main on Goldendale Road to the north side of Woodland Drive to serve their property and direct staff to include language in the Developer Agreement that states Keller Inc. would waive their rights to a special assessment against the additional frontage to their northern property limits.

Motion carried unanimously.

DISCUSSION/RECOMMENDATION – SANITARY SEWER SERVING PROPOSED GROSENICK DEVELOPMENT N/W OF MEQUON AND WASAUKEE ROADS:

Dir. Ratayczak gave a visual presentation and reported Grosenick Development submitted a concept plan to construct a 14 lot subdivision on the west side of Wasaukee Road just north of Mequon Road. The plan submitted would have individual wells and septic systems. Dir. Ratayczak referenced the south side of Mequon Road at Wasaukee Road in which the sanitary sewer was oversized with the intent to serve the immediate area and the area north of Mequon Road including the Grosenick property and land to the north. This area is within the Sanitary Sewer Service Area. Municipal utilities in the Prairie Glen II subdivision have been completed. Dir. Ratayczak noted the out lot next to the Prairie Glen II development that would allow the extension of sanitary sewer north of Mequon Road. The oversizing of the sanitary sewer to a 15" pipe was to include property on the north side of Mequon Road. Discussion followed on the potential layout of sanitary sewer to service the north side of Mequon Road. Dir. Ratayczak referenced Municipal Code 18.08(7) – Public Sanitary Sewerage Systems which stated when public sanitary sewerage facilities are available to a subdivision or planned development, such facilities shall be designed and constructed in accordance with all applicable rules and regulations of the WI Adm. Code NR110. Discussion followed. The proposed development land was within the sewer service area and therefore municipal utility connections should be required.

MOTION made by Warren, seconded by Kaminski recommending staff follow the Municipal Code and past practice to require the Grosenick Development to construct sanitary sewer and water main as required by the Village's Municipal Code for the proposed development located north of Mequon Road, west of Wasaukee Road.

Motion carried unanimously.

AUTHORIZATION TO PAY INVOICE – D.F. TOMASINI:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the payment of \$5,718.50 to D.F. Tomasini for the emergency repair of a 2" copper water line saddle and corporation for a business at W156 N9636 Pilgrim Road. Funds to be allocated from Acct. #50-742-530-6750.

Motion carried unanimously.

AUTHORIZATION TO PAY INVOICES – FERGUSON WATERWORKS:

MOTION made by Zabel seconded by Warren to forward to the Village Board with a positive recommendation authorizing payment of the Ferguson Waterworks invoices in the amounts of \$13,183.80, \$6,069.62 and \$3,840.32 for HDPE pipe, fittings, end sections and structures used for the Happy Hollow Subdivision ditch enclosures. Funds to be allocated from Acct. #40-541-570-8892.

Motion carried unanimously.

AUTHORIZATION TO PAY INVOICE – HILLTOP ASPHALT – BEECH DRIVE:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation authorizing payment of the Hilltop Asphalt invoice in the amount of \$7,585.00 for asphalt material used to restore four driveway approaches and one road crossing as part of the Beech Drive storm sewer project. Funds to be allocated from Acct. #10-542-530-3505 (\$2,765), and #10-542-570-8100 (\$4,820).

Motion carried unanimously.

REVIEW/APPROVAL OF REVISED JOB DESCRIPTION – CIVIL ENGINEER:

MOTION made by Zabel, seconded by Warren to approve the revised Job Description for the Civil Engineer position upon Village Attorney review.

Motion carried unanimously.

RELEASE OF RETAINER – TID #6 PHASE #1 UTILITIES – SUPER EXCAVATORS:

MOTION made by Warren, seconded by Zabel authorizing the release of a contract retainer in the amount of \$37,867.64 to Super Excavators, Inc. which was held during the one year warranty period for the 2016 TID #6 Sewer and Water Utilities project.

Motion carried unanimously.

LETTER OF CREDIT REDUCTION – SAXONY VILLAGE – HERITAGE PLACE JOINT VENTURE DEVELOPER:

Dir. Ratayczak received a request by the Developer to reduce the Letter of Credit being held for water main by 90% and sanitary sewer by 75% within the Saxony Village development. Both utilities had been installed with the water main passing all required testing and the sanitary sewer still requiring jetting, televising and final manhole inspection. It was the recommendation of the Dir. Of Public Works to reduce the amount held for water main by 90% initiating the one year warranty period and no reduction for the sanitary sewer until accepted by staff.

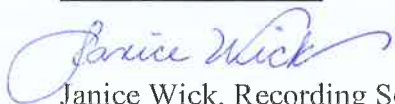
MOTION made by Zabel, seconded by Warren authorizing staff to reduce the Heritage Place Joint Venture (Saxony Village) Letter of Credit to \$17,239.00 for the water main which the balance will be held for the one year warranty period.

Motion carried unanimously.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held **TUESDAY**, December 5th, 2017 at 5:30 p.m.

ANNOUNCEMENTS: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:11 p.m.



Janice Wick, Recording Secretary

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

MEETING DATE: Tuesday December 5th, 2017

AGENDA ITEM: New Business A

ITEM TITLE: Authorization to Fill Vacancy –
Highway/Parks/Bldg./Grnds.

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting authorization to fill a vacancy created with the retirement of an operator. This position is necessary to maintain the level of service we currently provide.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x _____

RECOMMENDATION:

Staff recommends filling the vacancy of a Highway, Parks, Buildings and Grounds operator.

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.

EMPLOYEE VACANCY JUSTIFICATION WORKSHEET

All positions left vacant by retirement, resignation, or termination need to complete the following worksheet before the vacant position may be advertised or filled. This worksheet shall not pertain to temporary, seasonal, and sworn public safety employees.

Vacancy Justification Worksheet

Position to be filled: HIGHWAY, PARKS, BUILDING & GROUND OPERATION

Department: _____

Pay: _____

How long was the previous personnel in position: 27+ years

Can the Position be:

Deferred for a period of time? Yes ☒ No

Why: NEED TO FILL SNOW PLOW ROUTE

Transferred or shared with existing staff: Yes ☒ No

Why: OTHER DPW STAFF IS NEEDED IN THE DEPT. ASSIGNED

Consolidated with another position? Yes ☒ No

Why: HE ALREADY DID COMBINE HWY & PARKS

Privatized / Contractual? Yes ☒ No

Why: No.

** Attach current job description and department organizational chart and submit to:

Lawrence Ratayjak
Department Director
Signature / Approval

11/15/17
Date

STH
Village Administrator
Signature / Approval

11.16.2017
Date

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

MEETING DATE: Tuesday December 5th, 2017

AGENDA ITEM: New Business **B**

ITEM TITLE: Authorization to Pay Invoice- American State Equipment

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting payment to American State Equipment for \$2,200 for the rental of rubber tire excavator. Once paid this will put highway line item 10-542-530-5420 equipment rental over budget by approximately \$2,200. The rental was necessary to perform Village wide brush pick up and ditch work done in Happy Hollow Subdivision.

The overall 2017 Highway Operating Budget will come in under \$1,837,975 allocated.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends paying American State Equipment \$2,200 for the rental of a rubber tire excavator. Funds may be allocated from Highway Account 10-542-530-5420.

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.

Ship To: SAME AS BELOW

Invoice To: GERMANTOWN VILLAGE OF
 N122 W17177 FOND DU LAC
 GERMANTOWN WI 53022

Branch 01 - MILWAUKEE, WI		
Date 10/26/2017	Time 21:02:53 (B)	Page 1
Account No. GERMA001	Phone No. 2622504740	Invoice No. R02327
Ship Via MANESIS		Purchase Order
		Salesperson 112 / CS1

RENTAL INVOICE

Description INVOICE #: R02327 For Contract #: 000587 Amount

Billing #: 2 Covering From 10/23/2017 to 10/29/2017

20

FOB: ASE MILWAUKEE ~ FULL OF FUEL

LB A904C

LIEBHERR EXCAVATOR Charge for usage of 1 WEEK 2200.00

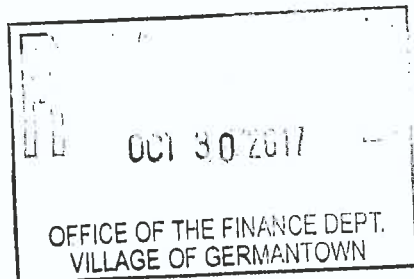
Stock #: C002261 Serial #: 1005-87374

Date Out: 10/16/2017 08:00 Estimated return date 10/22/2017 08:00

Machine hours out: 298

INCLUDES THE FOLLOWING EQUIPMENT:

LIEBHERR DITCHING BUCKET ~ ASE STOCK # C002486



Subtotal: 2200.00
 TOTAL CHARGE: 2200.00



VENDOR #	01506
ACCT. #	
DISC. \$	10-542-530-542010
APPROVAL	<i>[Signature]</i>

TERMS: NET 15 DAYS

Subject to conditions and terms on the reverse side of this order.

Accounts 30 days past due are subject to a service charge of 1½% per month on the unpaid balance, not to exceed 18% per annum.

CONSTRUCTION AND AGGREGATE EQUIPMENT
 NEW AND USED

REMIT TO: AMERICAN STATE EQUIPMENT CO., INC.
 P.O. Box 270287
 Milwaukee, WI 53227

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

MEETING DATE: Tuesday December 5th, 2017

AGENDA ITEM: New Business C

ITEM TITLE: Authorization to Pay Invoice-Door Master Garage Door Co.

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting payment to Door Master Garage in the amount of \$1,026 for the repair of garage doors at Fire Station #1. The threshold that was in concrete was in ill repair and replaced by Village crews. Once that work was completed the existing garage doors did not seat properly. Door Master made corrections and other repairs to the garage doors at station #1.

This line item is now over budget because \$9,000 were spent at station #2 earlier in the year. At that time flushing and repairing of the fire suppression system was required. The system had failed inspection and corrective action was taken at that time. These repairs were brought before Committee and Board at that time.

The 2017 Buildings budget will come in at or under the budgeted amount.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends paying Door Master Garage \$1,026 for the repair of garage doors at Station #1. Funds may be allocated from Building Account 10-519-530-5222.

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.

DoorMaster Garage Door Co.
LLC
5441 W. Coldspring Road
Greenfield, WI 53220 US
apinvoices@doormasterco.com

DOORMASTER

Garage Door Co., LLC

Invoice

WI 414-327-1218 IL 847-683-0333

BILL TO

Germantown, Village of
N122 W17177 Fond du
Lac Ave
P.O. Box 337
Germantown, WI
Attention: Scott Anderson

File # 1

10-519-530-52228
JWR

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
25014	11/01/2017	\$1,026.00	12/01/2017	Net 30	

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/26/2017	Sales Alum. Retainer 1 3/4"	6	35.00	210.00
10/26/2017	Sales 4" Bottom seal	66	3.00	198.00
10/26/2017	436 Can of lube (per can)	1	8.00	8.00
10/26/2017	Sales Misc. Hardware	2	15.00	30.00
10/26/2017	Sales Linear Delta 3 Transmitter	1	40.00	40.00
10/26/2017	Sales Caulk	6	10.00	60.00
10/26/2017	Removed existing bottom seals to doors 1-6 Measured, Cut and mounted new bottom bottom seals Measured, Cut and mounted new retainer Caulked seals/gaps between alum/panel Reset limits to close properly Stickered all doors and cleaned up debris			
10/26/2017	Labor:Commercial Labor Commercial Labor	5	96.00	480.00

JOB SITE:
Firehouse doors 1-6

BALANCE DUE

\$1,026.00

All parts, S&H and tax included

VENDOR #	_____
ACCT. #	<u>ON 1st page</u>
DISC. #	_____
APPROVAL	<u><i>Jul</i></u>

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

MEETING DATE: Dec 5th, 2017

AGENDA ITEM: New Business D

ITEM TITLE: Authorization to Fill Staff Position – Water Utility Department

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to advertise for one new additional full time water utility position. We have not added any new staff since 1999 and currently have 4 field staff. It was recommended in 2002 to boost staff levels from 4 to 5. We have added 2 filtration systems (2005, 2010) with moving forward on adding one more well. Since 1999 we have added to our service area needing more staff to maintain the system and, diggers hotline counts are trending upward which we currently bill 20% of this service to the sewer utility and 20% to DPW for this position. We need to be mindful of promoting a succession plan to pass on institutional knowledge to the next generation.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

RECOMMENDATION:

Staff recommends advertising for one new full time water utility position

Current top pay scale is \$27.04

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.

EMPLOYEE VACANCY JUSTIFICATION WORKSHEET

All positions left vacant by retirement, resignation, or termination need to complete the following worksheet before the vacant position may be advertised or filled. This worksheet shall not pertain to temporary, seasonal, and sworn public safety employees.

Vacancy Justification Worksheet

Position to be filled: Adding one new Regular fulltime position

Department: water utility

Pay: \$27.04 (2017 rate)

How long was the previous personnel in position: -0-

Can the Position be deferred for a period of time? Yes No

Why: We have not added any new staff since 1999.

Transferred or shared with existing staff: Yes No

Why: No other dept. has additional staff to share

Consolidated with another position? Yes No

Why: We need a full time addtion of one new staff person.

Privatized / Contractual? Yes No

Why: We need a full time addtion of one new staff person.

** Attach current job description and department organizational chart and submit to:

Department Director
Signature / Approval

Date

Village Administrator
Signature / Approval

Date

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

MEETING DATE: December 5th, 2017

AGENDA ITEM: New Business E

ITEM TITLE: Consideration to pay invoice – for water leak repair at
N112W16040 MEQUON RD-Roberts Custard.

GERMANTOWN, WI 53022-0000

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to pay the invoice from D F Tomasini Inc. for the repair and replacement of an 8" water gate valve and, the replacement of one fire hydrant lead and valve. This work was authorized under an emergency situation due to a large leak found in the area that could have compromised water quality and water service to Roberts Custard.

D F Tomasini Inc.	Sussex, WI	\$8,920.56
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ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends paying the invoice from D F Tomasini for emergency repairs to a water gate valve and the replacement of an aged hydrant next to the replaced valve while the distribution was shut off.

Staff recommends allocating \$8,920.56 from the 2017 operating budget Acct #50-742-530-6730

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.



N70 W25176 INDIAN GRASS LANE, SUSSEX, WI 53089
FAX 262/820-8400
dft@dfomasini.com

October 18, 2017

Village of Germantown
N122 W17177 Fond du lac Ave.
Germantown, WI 53022

Attn: Paul Haugen

Re: Water Main Break
W156 N9636 Pilgrim Road
Germantown, WI
DFT #2007-60

The following is our billing to repair a water main break, per your direction, at the above referenced location.

LABOR & EQUIPMENT:

38.0 Hrs	Labor (9/18/17)	\$85.00	\$3,230.00
3.5 Hrs	Premium Time	31.00	108.50
8.0 Hrs	Tractor Backhoe	85.00	680.00
8.0 Hrs	OSHA Repair Shield	35.00	280.00
8.0 Hrs	2" Pump and Generator	25.00	200.00
8.0 Hrs	Pipe Saw	25.00	200.00
8.0 Hrs	Pickup Truck W/Misc. Tools	40.00	320.00
2 EA	Equipment Moves	350.00	700.00
Total Labor & Equipment			\$5,718.50

TOTAL AMOUNT DUE

\$5,718.50

Please let me know if you have any questions regarding the information provided

Sincerely,
D.F. TOMASINI CONTRACTORS, INC.

Kirk Dexheimer
President

KD/kv

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

MEETING DATE: December 5th, 2017

AGENDA ITEM: New Business **F**

ITEM TITLE: Consideration for Blanket PO – for the ongoing purchase of water meters.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to have an ongoing PO not to exceed.

Metron/Franier	Boulder, CO	\$150,000.00
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ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends authorization to purchase water meters as needed throughout the 2018 meter install season. Not to exceed 150,000.000

Funds to be taken from Capital budget Acct #50-180-183-3460

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**

MEETING DATE: December 5th 2017

AGENDA ITEM: New Business 

ITEM TITLE: Consideration to purchase – Chlorine and Fluoride drum scales.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

All 10 chemical drum scales were purchase 14+ years ago as one capital purchase. They are coming to the end of their service life. One scale completely collapsed, its sister is not far behind. Both have been worked on to preserve their life. We would like permission to purchase two new electron drum scales with one dual channel digital indicator/transmitter. To be tied into our SCADA system.

William/Reid Germantown, WI \$7, 850.00+estimated freight \$175.00 Total: \$8,025.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Three vendors were contact for quotes, Hawkins Chemical, Martelle Water Treatment and William/Reid. William/Reid was the only firm to respond.

Staff recommends purchasing the brand “Force Flow” located at 2430 Stanwell Drive Concord, CA 94520 USA distributed from William/Reid.

Staff recommends allocating \$7,850.00+ estimated freight \$175.00 Total \$8,025.00 from the 2017 Capital Acct #50-180-184-3320-Treatment Equipment.

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.

November 22, 2017

Paul Haugen
Village of Germantown

Re: Force Flow Scales

Paul,

Thank you for your inquiry. The following is our proposal for the Force Flow Platform Scales.

Hi-Accuracy

Two (2) Force Flow #27-DR10DSHA4 4-Load Cell Design Scales with 1,000 Lbs. Load Cells, Summing Box and 20 Ft. Cables. Platforms to be "Tuf-Coat".

One (1) Force Flow #SRG2-2 Dual Channel Digital Indicator / Transmitter with (2) 4 to 20 mA Outputs.

\$7,850.00 Net

Estimated freight would be **\$175.00**.

Terms: Net 30 days

FOB: Concord, CA; Freight prepaid and added

Lead-time: 3 to 4 weeks after receipt of order

Pricing is valid for 60 days.

If you have any questions or comments, please contact me at your convenience. Thank you for your time and interest.

If you have any questions, please contact me at your convenience.

Sincerely,

WILLIAM/REID

Mark Eggert

Mark Eggert
Representative for Force Flow

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

MEETING DATE: **Dec 5th, 2017**

AGENDA ITEM: New Business 

ITEM TITLE: Consideration to execute Cross-Connection Control contract

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to execute the 2 year contract from Hydro Corp. to provide cross connection control inspection for commercial properties

Hydro Corp. New Berlin, WI 2 year/\$22,992.00 billed @ \$958.00/month

ORDINANCE _____ RESOLUTION _____ OTHER _____ ATTACHMENT:

RECOMMENDATION:

Staff recommends approval of a 2 year contract with Hydro Corp. allocating \$22,992.00 (\$958 month) for cross connection control inspection for commercial properties with funding from the 2018 operating budget Acct #50-741-530-6640.

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.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this **January 1, 2018** by and between the **Village of Germantown** organized and existing under the laws of the State of Wisconsin, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten-year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** Hydro Corp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **204** total inspections over a **2**-year contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **204** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, worker's compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **January 1, 2018** and end **two (2) years** from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew under the same terms of this Agreement for two (2) consecutive one (1) year periods.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$958.00** per month, **\$11,496.00** annually for a **two (2)** year contract period totaling **\$22,992.00**.
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.



- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 INDEMNIFICATION.** HydroCorp agrees to and shall hold the Utility, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HydroCorp in the performance of its services under this Agreement. The Utility agrees to and shall hold HydroCorp, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HydroCorp and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin



5.13 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 **NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o John Hudak
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

Village of Germantown
N122W17177 Fond du Lac Ave
Germantown WI 53022

5.15 **SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

Village of Germantown

By:
Title:

HydroCorp



By: John Hudak
Its: President





3. EXECUTIVE SUMMARY, PROJECT FEES/COST

Based on your current program, HydroCorp™ will provide the following services to the **Village of Germantown**. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the **Village of Germantown** with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources (DNR) Cross-Connection Control Regulations (NR 810.15). The components of this project include:

- A. Perform Cross-Connection Inspections at individual commercial, industrial, multi-family, and public authority users within the **Village of Germantown** served by the public water supply for cross-connections. Inspections will be conducted utilizing the isolation approach as supported with the Wisconsin Department of Safety & Professional Services Code Chapter SPS 382.
- B. Complete **204** Cross-Connection Inspections of commercial, industrial, multi-family, and public authority facilities during the contract period. Water purveyor and building owner will be provided with a detailed corrective action report for each non-compliant facility. Included in the inspections and price are all follow up compliance inspections to be performed by HydroCorp.
- C. HydroCorp Inc will provide ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers if required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- D. Data management and program notices for all inspection services will be provided throughout the contract period using the HydroCorp Software Data Management Program. Toll free phone number to our inspection team office for questions from public and plumbers.
- E. Submit computerized comprehensive management reports on a quarterly basis and conduct a compliance review meeting to discuss overall program status and recommendations. Records will also be accessible via secured website.
- F. Review and update the cross-connection control ordinance and update the written cross-connection control plan specific to the **Village of Germantown** as required by Wisconsin Department of Natural Resources and the revised regulation NR 810.15.
- G. HydroCorp Inc. will prepare the required DNR Annual Cross-Connection Control Report.

2 Year Cross-Connection Control Program:

204 Non-Residential CCC Inspections:

\$22,992.00

HydroCorp will invoice \$22,992.00 in 24 monthly installment amounts of \$958.00

Submitted by: HydroCorp – Midwest Regional Office | 2665 S. Moorland Rd., Suite 209 | New Berlin, WI 53151
Tony Averbeck | 608-234-2949 | tony@hydrocorpinc.com

Accepted by:

X

City/Utility Representative (Signature)

Date

Printed Name / Title

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

MEETING DATE: December 5, 2017

AGENDA ITEM: New Business **I**

ITEM TITLE: Letter of Credit Reduction – Saxony Village – Heritage Place
Joint Venture

SUBMITTED BY: Lawrence Ratayczak, P.E., Director of Public Works

SUMMARY EXPLANATION:

Staff has received a request from Heritage Place Joint Venture to reduce the Letter of Credit being held for the Sanitary Sewer by 90% in the Saxony Village Development. Both the water main and sanitary sewer have been installed. The water main has been accepted and is in service. The sanitary sewer has been jetted, televised and the final manhole inspection has taken place. Heritage Place Joint Venture placed a CASH Letter of Credit for the Saxony Development.

Schedule “A” in the Developers Agreement has a Letter of Credit value of \$156,437.00 for the sanitary sewer.

The Director of Public Works recommends reducing the amount held for the sanitary sewer by 90% for which the remaining 10% (\$15,643.70) will be held for the one year warranty period.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER Schedule “A”

RECOMMENDATION:

Staff recommends the Public Works Committee authorize staff to reduce the Heritage Place Joint Venture (Saxony Village) Letter of Credit to \$15,643.70 for the sanitary sewer portion of the project which the balance will be held for 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"

SAXONY VILLAGE

revised 3/16/2017

APARTMENT DEVELOPMENT AGREEMENT

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Sanitary Sewer System	1.03	\$156,437.00
Water System	1.02	\$172,390.00
Street Signs	1.08	\$200.00
SUB-TOTAL		\$329,027.00
DATA Conversion Fee	4.05	\$500.00 *
Improvement Review Fee: Minimum Fee	4.03	\$5,000.00 *
Professional Fee (Attorney)	4.04	\$500.00 *
Inspection Fee (Estimate: \$7,000; billed monthly)	4.04	\$0.00 *
SUB-TOTAL		\$6,000.00
TOTAL		\$335,027.00
* Amount to be Paid at Time of Signing of Development Agreement		\$6,000.00
INITIAL LETTER OF CREDIT AMOUNT		\$329,027.00

NOTE: BELOW FOR REFERENCES PURPOSES ONLY

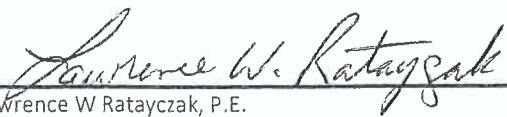
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF EACH BUILDING PERMIT ISSUANCE

Sanitary Sewer (1 REC @ \$3,932 / REC)	4.02
Water (1 REC @ \$832 / REC)	4.02
Fire (1 REC @ \$218.00 / REC)	4.02
Police (1 REC @ \$148.00 / REC)	4.02
Park & Recreation (1 REC @ \$736.00 / REC)	4.02
Library (1 REC @ \$281.00 / REC)	4.02

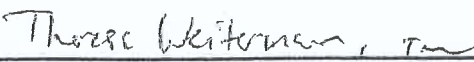
NOTE: REC Fee will be charged at the current REC Fee at time of Building Permit Issuance



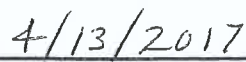
 Developer or Owner



 Lawrence W Ratayczak, P.E.
 Director of Public Works



 Print Name



 Date:

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

MEETING DATE: December 5, 2017

AGENDA ITEM: New Business J

ITEM TITLE: Wisconsin Stamping Water Main Easement

SUBMITTED BY: Bob Beilfuss, P.L.S., Village Surveyor / Civil Engineer III

SUMMARY EXPLANATION:

Wisconsin Stamping extended the existing water main on their property as part of their new building expansion project this past summer. The improvements were inspected by Engineering Staff and supporting documents have been submitted and approved by Staff.

As part of the water main extension, a new water main easement was prepared by Quam Engineering, LLC to cover the existing water main and the new extension area. Once the new easement has been recorded, the old water main easement will be released from the public record.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X

RECOMMENDATION:

Staff recommends approval of the water main easement as specified above.

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.

This Public Water Main Easement (the "Easement") is made by and between Rafrad, LLC, and the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation ("Grantee"), as of the date signed by Grantor set forth below.

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), an easement with the right, permission and authority to enter upon, maintain, in, through, under, across, and upon the following described tract of land:

Lot 30 of Certified Survey Map No. 6406 as recorded in the Washington County Registry in Volume 48 of Certified Survey Maps on pages 231-238, as Document No. 1278748, being a re-division of Lot 23 of Certified Survey Map No. 6318 and Lot 1 of Certified Survey Map No. 5426 located in the NE ¼ and SE ¼ of the NW ¼ and the NW ¼ of the NE ¼ of Section 25, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, easement described as follows:

Commencing at the northwest corner of said Lot 30 of Certified Survey Map No. 6406; thence N 88°50'35" E, along the north line of said Lot 30, 647.57 feet to a point in the southwesterly right of way line of North Patton Court; thence southeasterly, along said southwesterly right of way line, along the arc of a curve to the left 15.90 feet, chord S 16°46'20" E 15.86 feet, radius 66.00 feet, delta 13°48'05" to the point of beginning of lands herein described; thence continuing southeasterly, along said southwesterly right of way line, along the arc of a curve to the left 33.54 feet, chord S 38°13'49" E 33.18 feet, radius 66.00 feet, delta 29°06'51"; thence S 01°09'30" E, 301.39 feet; thence S 43°50'30" W, 31.09 feet; thence S 88°25'44" W, 483.82 feet; thence N 01°34'16" W, 35.00 feet; thence N 88°25'44" E, 20.00 feet; thence S 01°34'16" E, 15.00 feet; thence N 88°25'44" E, 436.47 feet; thence N 00°52'04" W, 5.00 feet; thence N 89°07'56" E, 10.00 feet; thence S 01°34'16" E, 4.88 feet; thence N 88°25'44" E, 9.09 feet; thence N 43°50'30" E, 14.61 feet; thence N 01°09'30" W, 319.58 feet to the point of beginning.

Containing 16,564 square feet (0.380 acre)

The location of the easement hereinbefore described with respect to the premises of the Grantor is shown on the drawing attached hereto, marked "Exhibit A", and made a part hereof.

Grantors hereby warrant that they have legal title to the lands which are the subject of this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Germantown in its exercise of rights under the easement herein granted against any defect in title to the land involved or the right of the Grantors to make the grant herein contained.

The right, permission and authority is also granted said Grantee, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the existing water main and maintenance of the facilities or represent a hazard to such facilities. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

Grantee shall perform such regular and customary, or extraordinary or emergency maintenance, repairs or replacement to the improvements as it shall deem necessary and appropriate. Upon completion of any such work, Grantee shall backfill to approximate the pre-existing grade. Grantor, Grantor's successors and assigns, or the tenants of either shall be responsible for the restoration of topsoil, turf or other landscaping, or surface paving disturbed as a result of such work undertaken by Grantee.

The Grantor(s), their successors and assigns, covenant(s) and agree(s) to restrict the use of the land included in the easement described hereinabove as follows:

- (1) The land will only be put to uses consistent with this easement such as lawn areas, driveways and small and easily movable structures that will not interfere with access to facility or its appurtenances, with the exception of item (3), below.

(2) No obstruction of access to the facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.

(3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches without the prior written approval of the Village Engineer of the Grantee.

Grantee and its agents shall have the right to enter upon the premises of the Grantor for the purpose of exercising its rights herein acquired. Grantee agrees to restore or cause to have restored said premises, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2017.

By: _____
Name: _____
Title: _____
(Note: The above signature(s) must be notarized.)

STATE OF WISCONSIN

COUNTY OF WASHINGTON

Personally came before me this _____ day of _____, 2017, the above named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My commission expires _____

Notary Public, State of _____

CONSENT OF MORTGAGEE:

I, _____ of _____, mortgagee of Tax Key # GNTV 252-980, do hereby consent to the described water main easement by _____, owner of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby submits its mortgage described above to the described easement.

WITNESS the hand and seal of said mortgages this _____ day of _____, 2017.

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Personally came before me this _____ day of _____, 2017, the above named, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission expires _____

Notary Public, State of _____
VILLAGE OF GERMANTOWN ACCEPTANCE

ACCEPTED BY The Village of Germantown on _____, 2017

_____, 2017
Dean Wolter - Village President

_____, 2017
Steven Kreklow - Village Administrator

Drafted By: Quam Engineering, LLC

EXHIBIT "A"

PUBLIC WATER MAIN EASEMENT

DESCRIPTION:

Lot 30 of Certified Survey Map No. 6406 as recorded in the Washington County Registry in Volume 48 of Certified Survey Maps on pages 231-238, as Document No. 1278748, being a re-division of Lot 23 of Certified Survey Map No. 6318 and Lot 1 of Certified Survey Map No. 5426 located in the NE ¼ and SE ¼ of the NW ¼ and the NW ¼ of the NE ¼ of Section 25, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, easement described as follows:

Commencing at the northwest corner of said Lot 30 of Certified Survey Map No. 6406; thence N 88°50'35" E, along the north line of said Lot 30, 647.57 feet to a point in the southwesterly right of way line of North Patton Court; thence southeasterly, along said southwesterly right of way line, along the arc of a curve to the left 15.90 feet, chord S 16°46'20" E 15.86 feet, radius 66.00 feet, delta 13°48'05" to the point of beginning of lands herein described; thence continuing southeasterly, along said southwesterly right of way line, along the arc of a curve to the left 33.54 feet, chord S 38°13'49" E 33.18 feet, radius 66.00 feet, delta 29°06'51"; thence S 01°09'30" E, 301.39 feet; thence S 43°50'30" W, 31.09 feet; thence S 88°25'44" W, 483.82 feet; thence N 01°34'16" W, 35.00 feet; thence N 88°25'44" E, 20.00 feet; thence S 01°34'16" E, 15.00 feet; thence N 88°25'44" E, 436.47 feet; thence N 00°52'04" W, 5.00 feet; thence N 89°07'56" E, 10.00 feet; thence S 01°34'16" E, 4.88 feet; thence N 88°25'44" E, 9.09 feet; thence N 43°50'30" E, 14.61 feet; thence N 01°09'30" W, 319.58 feet to the point of beginning.

Containing 16,564 square feet (0.380 acre)



NORTH
PATTON CT

P.O.B.

LENGTH=15.90'

RADIUS=66.00'

Δ=13°48'05"

CHORD LEN.=15.86'

CHORD BRG=S 16°46'20" E

LENGTH=33.54'

RADIUS=66.00'

Δ=29°06'51"

CHORD LEN.=33.18'

CHORD BRG=S 38°13'49" E

N 01°09'30" W 319.58'

S 01°09'30" E 301.39'

20' WIDE PUBLIC WATER
MAIN EASEMENT

LOT 30

N 88°50'35" E 647.57'

P.O.C.

395.39'

N 01°09'25" W

N 88°25'44" E 20.00'

S 01°34'16" E 15.00'

N 01°34'16" W 35.00'

N 88°25'44" E 436.47'

S 88°25'44" W 483.82'

N 43°50'30" E; 14.61'

N 89°07'56" E; 10.00'

N 00°52'04" W; 5.00'

S 01°34'16" E; 4.88'

N 88°25'44" E; 9.09'

S 43°50'30" W 31.09'

20' WIDE PUBLIC WATER
MAIN EASEMENT

S 89°42'28" W

1178.933'

PUBLIC WATER MAIN EASEMENT

EXHIBIT "A"

PAGE: 1 OF 1

DATED: NOVEMBER 8, 2017

QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants



1519 East Washington Street, Suite A, West Bend, Wisconsin 53095
Phone (262) 338-6641; www.quamengineering.com

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

MEETING DATE: December 5, 2017

AGENDA ITEM: New Business K

ITEM TITLE: Discussion—Update of Construction Projects Worked-On in 2017

SUBMITTED BY: Lawrence W Ratayczak, P.E., Director of Public Works

SUMMARY EXPLANATION:

The 2017 construction season was very busy for the staff of the Department of Public Works which would include all departments (engineering, waste water, water and streets). The Village staff covered through either plan review, survey, design, inspection and closeout approximately 21 projects of one type or another (I used approx.. in case I missed one). A comprehensive list of projects is as follows:

- 1) Park Ave sanitary sewer relay
- 2) Park Ave water main extension
- 3) Windsor, Castle & Squire water main relay
- 4) Main Street sanitary sewer relay
- 5) Saxony Village- sanitary & water
- 6) Fairway Knoll Senior Living- sanitary & water
- 7) We energies 24 inch Gas Main relay
- 8) Prairie Glenn Ph II – sanitary, water & roads (contracted inspection)
- 9) WIDOT hwy 145 repave project- sanitary mh rehab/adjustment and handle many complaints
- 10) WIDOT – Appleton Ave reconstruction project
- 11) TID #6 Entrance Sign– RFP, award contract, design site and inspect installation
- 12) 2017 Road Paving Program
- 13) 2017 Seal Coat Program
- 14) 2017 Joint sealing Program
- 15) Storm inlet rehab program
- 16) ROW Tree Replacement Program
- 17) Fire Hydrant Replacement, Leak Repairs(some in house, some contracted)—"Roberts"
- 18) Fire Station #1—Rehab interior plumbing, restrooms (2) and Kitchen
- 19) Fire Station #2—Replacement of north driveway with concrete pavement
- 20) Happy Hollow Ditches-completed except for some final turf restoration
- 21) Forest Heights Ditches—Started and completed approx.. 1/3 of estimated project. To be completed as first project in 2018

A brief description of the project status of each item will be given at the meeting.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:

Staff is presenting this item for information & discussion only.

COMMITTEE ACTION: NONE

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**

MEETING DATE: December 5, 2017

AGENDA ITEM: New Business L

ITEM TITLE: Authorization to Send RFP-Consulting Services-Sanitary Sewer & Water Main Extension on Goldendale Road.

SUBMITTED BY: Lawrence W Ratayczak, P.E., Director of Public Works

SUMMARY EXPLANATION:

As part of the proposed TID #7 Development sanitary sewer & water main require extension from the existing utilities on Freistadt Road north to the south ROW of the Wisconsin & Southern RR. To request detailed bids from contractors to perform the installation of the utilities the Village would require a set of engineered plans & specifications. The current staffing level of the engineering department would not have the necessary time to perform the required tasks to complete the research, surveying, design, drawings and specification documents. Staff proposes to request Proposals from five (5) qualified firms and to bring back, for approval, the firm selected to perform the work.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- DRAFT- RFP Document

RECOMMENDATION:

Staff is requesting the Public Works & Highway Committee to authorize Engineering to send the RFP to the chosen qualified Engineering Firms and return at a future meeting to request approval to hire the chosen firm.

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.

VILLAGE OF GERMANTOWN

REQUEST FOR PROPOSAL

FOR
DESIGN ENGINEERING SERVICES
FOR

**Goldendale Road Sanitary Sewer & Water Main
From
Freistadt Road North to the Rail Road Tracks**

Proposals must be submitted no later than
9:00 p.m. local time on January 5, 2018

For further information regarding this RFP, contact
Lawrence Ratayczak, P.E. at (262) 250-4725,
lratayczak@village.germantown.wi.us

Late proposals will be rejected.

Issued: December 6, 2017

GENERAL

The Village of Germantown is soliciting proposals for survey, engineering, and design services for the design of a new sanitary sewer and water main from the existing sanitary sewer and water main on Freistadt Road at Goldendale Road. The purpose of this project is to extend the 18-inch sanitary sewer and the 16-inch water main north on Goldendale Road terminating approximately 50 lineal feet south of the Wisconsin & Southern Rail Road Tracks.

Firms interested in this project shall submit their project proposals to the Village of Germantown Department of Public Works, Engineering Division by 9:00 a.m. on January 10, 2018

BACKGROUND INFORMATION

The 18-inch sanitary sewer and 16-inch water main were installed along Freistadt Road (CTH F) in 1999 as part of the Village of Germantown's planned sanitary and water system expansion. The as-built drawing for this intersection has been included for reference as Exhibit "A".

SCHEDULE

The construction of this project is scheduled to begin in the spring of 2018. The final plans, specifications and estimate are to be complete by February 15, 2018 for possible bidding in late February 2018.

ANTICIPATED SCOPE OF THE SERVICES TO BE PROVIDED BY DESIGN FIRM

The requested work includes the following:

1. Provide at a minimum the following meetings with the Village of Germantown:
 - a. Initial kickoff meeting
 - b. One utility meeting
 - c. Bi-weekly conference calls
 - d. Alternatives analysis review meeting
 - e. 60% plan review meeting
 - f. 90% plan review meeting
 - g. Assist with questions during bid
 - h. Pre-Construction meeting

Additional areas of survey that are required shall include:

- a. Establish any baselines and benchmarks needed to serve as a reference.
 - b. Collect surface topography and prepare maps showing 1-foot contour intervals. Show streets, sidewalks, property lines, buildings, structures, railroads, planting and any other surface features relevant for construction through the area. The required mapping may vary along the proposed construction route.
 - c. Collect limits of wetlands, when available by season, based on field staking by Wetlands and Waterways- Dave Meyers.
 - d. The vertical control will be referenced to the NVGD datum, Second Order, Class III as based upon the published elevations for the section and quarter monument and their associated reference benchmarks.
 - e. The horizontal control will be on the Wisconsin State Plane Coordinate System, South Zone Grid as referenced to the North American Datum of 1927.
 - f. The section line between the monument marking the Southeast corner of Section 18, Township 9 North, Range 20 East and the monument marking the East $\frac{1}{4}$ corner of Section 18, Township 9 North, Range 20 East will be used as the project reference baseline.
 - g. Show the location of all existing utilities, both overhead and underground. The surveyor will be responsible for contacting Digger's Hotline for field locations prior to surveying. Utility information will be critical in determining the detailed alignment for the new sanitary sewer and water main. If necessary, the surveyor shall arrange a utility coordination meeting to ensure that all utilities are aware of the survey project and to insure all utilities are properly marked.
 - h. Measure the actual invert elevations of existing sanitary and storm sewers in the survey corridor. Also, obtain elevations of all water valves and any other underground structures in the survey area that can be accurately measured.
3. Design development of detailed construction plans, specifications, and cost estimate according to Village of Germantown standards.
 - a. Submit 60% draft construction plans (including plan & profile) and technical specifications for Village review.
 - b. Submit 90% complete plans and technical specifications for Village review.
 - c. Complete final Construction Documents.
 4. The plan set at a minimum shall include, but not be limited to the following:
 - Title page
 - General notes
 - Standard details and special details
 - Traffic control/staging (include detour plan w/ signage)
 - Erosion control plan
 - Sanitary Sewer plan & profile

- Local sanitary sewer plan & profiles (those connecting into proposed 18-inch sanitary sewer)
 - Water main plan & profile
 - Road reconstruction plans for pavement replacement, spot curb repairs. As required by Washington County
 - Pavement marking & sign replacement
6. Determine how dewatering will be addressed during construction. Provide appropriate specifications, details, and standards within the design.
 7. Design sewer to connection to LW Speaker site sanitary sewer. Provide necessary plan and profile sheets.
 8. Design a traffic Control Plan to handle all passenger and commercial vehicles during construction and restoration phases of the project. Goldendale Road is a truck route to access Holy Hill Road and Interstate 41.
 9. Obtain the necessary permits and approvals to complete all survey and design work along the corridor. NOTE: Goldendale Road is CTH "Y" and Freistadt Road is CTH "F")
 10. Complete the applications and apply for those permits required to construct the project. Permit fees will be paid by Village. Permits may include the following:
 - a. MMSD
 - b. DNR sewer and water
 - c. Washington County Road Opening Permit
 11. Coordinate with utility companies.
 12. The Village of Germantown has contracted with a local geotechnical firm to perform 8 soil borings to a depth of 25 feet. Basic geotechnical laboratory testing and preparation of boring logs to be provided. The Village did not request an Analysis & Report. The Soil Boring Logs are included as Exhibit "B"
 13. Work with Village staff to insure design criteria and standards are in accordance with Village policy.
 14. Prepare digital files with AutoCAD using the Village's drawing template.
 15. Provide a detailed cost estimate for the final design prior to bidding. Submit an electronic copy in Microsoft Excel format.
 16. Furnish an electronic copy of the final sealed design plans in Adobe Acrobat "PDF" format (11x17 size) to the Village. Distribution of the plans and project bidding will be conducted directly by the Village.
 17. Electronic copies of all plans shall also be supplied in the latest version of AutoCAD. Include any special files required to view and/or print the plans.

18. Prepare Bid Schedule of prices for the project. Assemble using Village's standard format. Furnish electronic copies of the final schedule to the Village in Microsoft Excel and Adobe Acrobat formats.
19. Prepare technical specifications for the project. Assemble using Village's standard format. Furnish electronic copies of the final specifications to the Village in Microsoft Word and Adobe Acrobat formats.
20. Provide miscellaneous services prior to and during bidding, including assisting the Village in identifying appropriate contractors, clarification of bidder questions, attendance at pre-bid conference, preparation of addenda if needed, and providing a recommendation concerning award of the bid.

ITEMS AVAILABLE FROM THE VILLAGE INCLUDE THE FOLLOWING:

1. Village's AutoCAD drawing template.
2. Samples of typical schedule of prices and special provisions.
3. Standard detail drawings in AutoCAD Format.
4. Scanned images of design and/or record drawings as may be available.
5. Wetland delineation report once received.

AGENCY AND UTILITY INVOLVEMENT:

The Department of Public Works anticipates that the following organizations (but not limited to) will have some involvement in this project:

- Village of Germantown Department of Public Works
- Washington County
- Village of Germantown Public Works and Highway Committee
- Village of Germantown Board of Trustees
- Wisconsin Southern Railroad
- Wisconsin DNR
- Village of Germantown Waste Water Utility
- Village of Germantown Water Utility
- WeEnergies - Electric Operations
- WeEnergies – Gas Operations
- AT&T
- Time Warner Cable/Spectrum
- WIDOT (Railroad division)
- MMSD

PROPOSAL REQUIREMENTS

The Village of Germantown will use a qualification and cost based selection process to select a consultant for this project. You are asked to submit a written proposal addressing the following items:

- **Project Approach.** Summarize how you will carry out the work. Include your understanding of the project and identify any specific concerns that you may have.
- **Qualifications of Firm.** Summarize your firm's qualifications for this type of work. Note

municipal projects of a similar nature (e.g. urban setting, open cut construction and tunneling construction in glacially derived sediments) completed by the individuals assigned to this project. Include a list of five (5) previous or current projects. Also include reference information detailing:

- Contract duration, including dates
- Services performed
- Name, address, and telephone number of contracting agency that may be contacted for verification of data submitted.
- **Qualifications of Individuals Assigned.** Summarize the qualifications and experience of the specific individuals who will actually be carrying out the work. Attach resumes of proposed personnel as appropriate.
- **Ability to Meet Schedule.** Summarize your ability to meet the Village's anticipated schedule. Provide tentative project schedule showing dates from project commencement to final drawing completion.
- **List of Subconsultants.** List all subconsultants that will be used, including their qualifications. These include the geotechnical firm and any others.
- **Pricing.** Provide lump sum price and detailed breakdown for the services required for the completion of all work. Show billable rates and hours for each individual to be involved. Include costs for all subconsultants.

Attachments showing general firm information and organization may be included. Excessive or irrelevant materials will not be favorably received.

EVALUATION CRITERIA

The criteria to be used for evaluating the Request For Proposals are stated below.

- A. Credentials of Engineering and Design project team
- B. Knowledge of project
- C. Price

SELECTION AND AWARD PROCESS

The Engineering Division will select a group of staff members and create an evaluation team. Firms will be ranked based on their written proposals. The Village is looking for the most qualified engineering and design team. After the Consultant has been recommended by the evaluation team, the following steps will be taken for approval:

- Department of Public Works recommendation to Public Works and Highway Committee
- Public Works and Highway Committee recommendation to the Village Board (January 9, 2018).
- Village Board approval of Consultant (January 15, 2018)
- A Contract will be prepared using the Standard Village of Germantown Contract.

SUBMISSION OF PROPOSAL

Six complete copies of the proposal must be received by 9:00 a.m. local time on January 10, 2018, at the address below:

Village of Germantown, Engineering Division
N112 W17007 Mequon Road
Germantown, WI 53022-0337

Envelopes should be entitled as follows:

Proposal for Consultant Services for Goldendale Road Sanitary & Water Main or Sewer

Please also submit a copy of your proposal in Adobe Acrobat "PDF" format on CD.

Facsimile transmittal will not be accepted.

The Village of Germantown reserves the right to make all decisions relative to the selection of a Consultant for this project that will be in the best interests of the Village of Germantown.

If you have any questions regarding this proposal, please contact Lawrence Ratayczak, P.E. at (262) 250-4725, lratayczak@village.germantown.wi.us.

Notice

Confidentiality of Proposals, Contracts, and Supporting Materials

Wisconsin's Open Records Law requires that all records kept by the Village be available for inspection by the public, with only very limited exceptions. This includes bids, proposals, supporting materials such as plans and specifications, contracts, and other documents submitted in response to the Village's Requests for Proposals.

Please be aware that the materials you submit in response to the Village's RFP will be public record, and will be available to the public, including other bidders. Marking them "confidential" will have no effect. If you must submit materials that you feel are trade secrets and must be kept confidential, then you must obtain the Village Attorney's written approval of the materials as confidential trade secrets before submission. That approval may be denied, according to the requirements of the Open Records Law.

EXHIBIT "A"

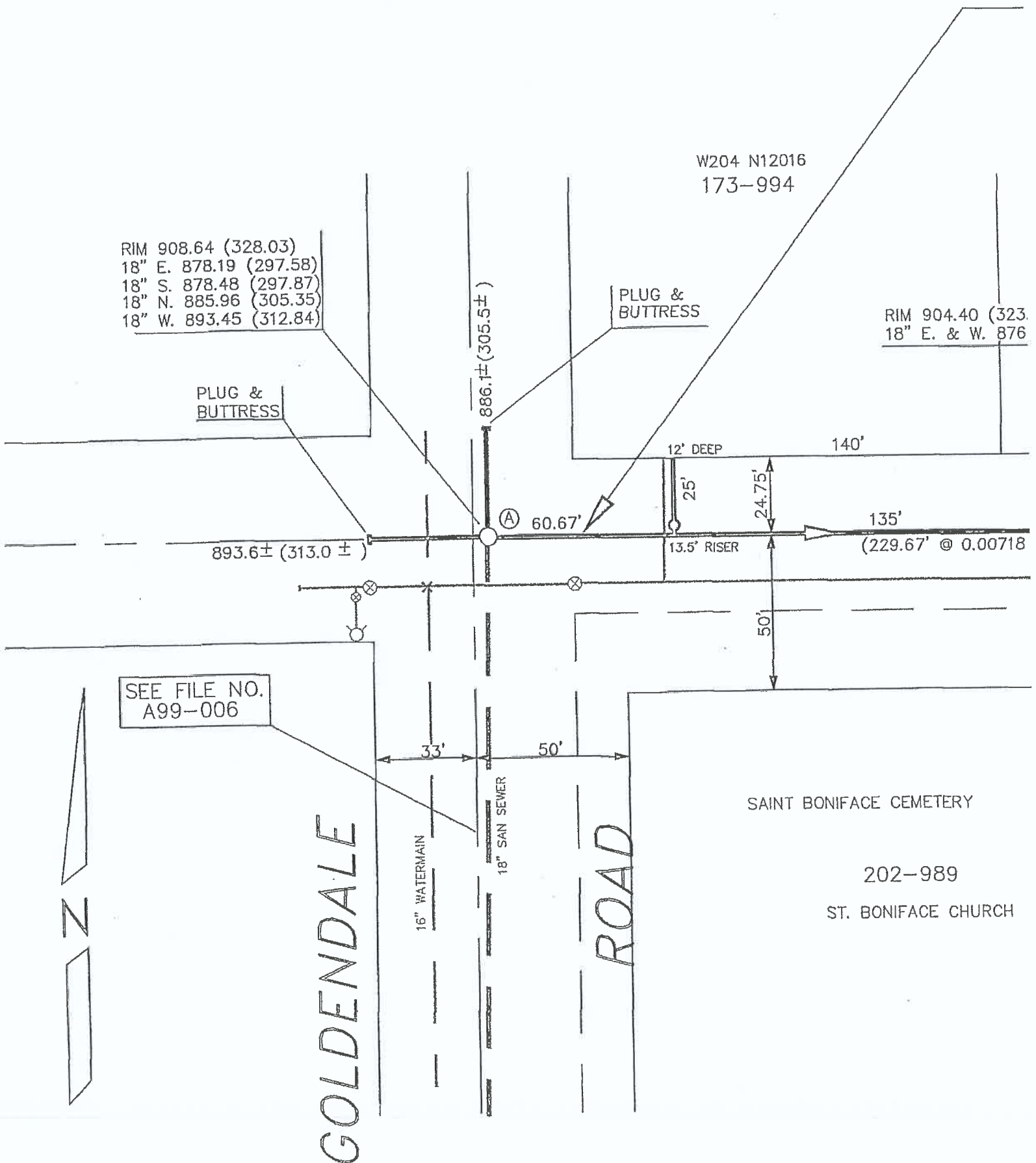


EXHIBIT “B”

SOIL BORING LOGS

(forthcoming at a future date)

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

MEETING DATE: December 5, 2017

AGENDA ITEM: New Business 

ITEM TITLE: Authorization to Contract- Wisconsin Testing Laboratories – Soil Boring & Analysis (Goldendale Road)

SUBMITTED BY: Lawrence W Ratayczak, P.E., Director of Public Works

SUMMARY EXPLANATION:

As part of the proposed TID #7 Development, sanitary sewer & water main require extension from the existing utilities on Freistadt Road north to the south ROW of the Wisconsin & Southern RR. To accurately evaluate the soil conditions and perform a comprehensive design of the proposed sanitary sewer & water main soil borings & associated analysis of the soil must be performed. To this end the engineering staff recommends contracting with Wisconsin Testing Laboratories, LLC to perform eight (8) soil borings to a depth of 25 feet, analyze the soil from each boring and draft a boring log for each bore completed. These soil boring logs would be utilized in the overall design of the proposed sanitary sewer & water main extension on Goldendale Road. The attached proposal received from Wisconsin Testing Laboratories, LLC is in the amount of \$6,860.00. The cost of the testing would be paid initially from a General Fund Account, which would be refunded by TID #7 after it is established.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

- PROPOSAL- Wisconsin Testing Laboratories, LLC

RECOMMENDATION:

Staff is requesting the Public Works & Highway Committee send a positive recommendation to the Village Board to authorize the Village to enter into an agreement with Wisconsin Testing Laboratories, LLC in the amount of \$6,860.00.

COMMITTEE ACTION:

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



PROPOSAL - AGREEMENT

Project: Proposed Utility Installation

Date: 11/28/2017

Location: Goldendale Road from Freistadt Road to the Wisconsin Central RR tracks

Contact: Bob Beilfuss, Village of Germantown

- Scope:**
- Eight (8) test borings to 25' depth or refusal
 - Basic geotechnical laboratory testing
 - Preparation of boring logs

Description	Quantity	Units	Rate	Total	Remarks
Preliminary Tasks					
Marking of Boring Locations	0	Hour	\$ 150.00	\$ -	by client
Obtaining Elevations at Boring Locations	0	Hour	150.00	-	by client
Obtaining Permits from County	0	Hour	120.00	-	by client
Utility Locate Request (Diggers Hotline)	1	L.S.	-	-	no charge
Subtotal				\$ -	

Drilling and Sampling					
Mobilization/Demobilization	1	L.S.	\$ 350.00	\$ 350.00	
Traffic Signs and Cones	2	Day	85.00	170.00	
Traffic Control (Flagging)	18	Hour	95.00	1,710.00	crew of two
Surface Concrete Penetration	0	Each	40.00	-	
Soil Drilling, Sampling* & Backfilling	200	L.F.	15.00	3,000.00	
Soil Auger Drilling & Backfilling	0	L.F.	10.00	-	
Additional ASTM D1586 Samples	18	Each	25.00	450.00	
Rock Drilling & Backfilling	0	L.F.	25.00	-	
Asphalt Patch	8	Each	15.00	120.00	
Subtotal				\$ 5,800.00	

Laboratory Testing					
Calibrated Penetrometer	50	Each	\$ -	\$ -	no charge
Moisture Content	30	Each	5.00	150.00	
Organic Content	2	Each	20.00	40.00	
Dry density	0	Each	7.00	-	
RIMAC Unconfined Compression	0	Each	10.00	-	
Grain Size Analysis	6	Each	40.00	240.00	
Atterberg Limits	0	Each	65.00	-	
Subtotal				\$ 430.00	

*ASTM D-1586 samples at 2.5' intervals



PROPOSAL - AGREEMENT

Project: Proposed Utility Installation

Date: 11/28/2017

Location: Goldendale Road from Freistadt Road to the Wisconsin Central RR tracks

Contact: Bob Beilfuss, Village of Germantown

- Scope:**
- Eight (8) test borings to 25' depth or refusal
 - Basic geotechnical laboratory testing
 - Preparation of boring logs

Description	Quantity	Units	Rate	Total	Remarks
Engineering Staff					
Project Coordination	1.5	Hour	\$ 120.00	\$ 180.00	P.E.
Examination & Classification of Samples	1.5	Hour	120.00	180.00	P.E.
Preparation of Boring Logs	3.0	Hour	90.00	270.00	E.I.T.
Analysis and Report Preparation	0.0	Hour	120.00	-	not requested
Subtotal				\$ 630.00	
TOTAL ESTIMATED FEE				\$ 6,860.00	

Anticipated Schedule:

Complete field work within 15 business days of authorization and submit logs about one week later.

Terms and Conditions:

See General Terms and Conditions attached.

Authorization:

Be it agreed between client identified below and Wisconsin Testing Laboratories, LLC (WTL), that WTL will provide services and client will in return compensate for same as outlined herein. It is understood that this proposal is an estimate based on the information provided and the anticipated site and subsurface conditions, and that the final cost will be based on the actual furnished services and quantities required to complete the investigation, at the above rates. The total estimated fee above is not to be exceeded without further approval of client.

All Testing Specialists, LLC		Client: _____	
By: <u>Jeffrey G. Smith</u>	Date: <u>11/28/17</u>	By (signature): _____	Date: _____
Jeffrey G. Smith, P.E.		Name (print): _____	
		Title: _____	

All Testing Specialists, LLC General Terms and Conditions

1. Scope of Work: Wisconsin Testing Laboratories, LLC (hereinafter referred to as "WTL") shall include said company or its particular division, subsidiary, affiliate or subcontractor these Terms and Conditions. WTL will not be liable for any work, advice, judgment or decision based on any inaccurate or incomplete information furnished by Client or contractors engaged by or for the Client, and Client will indemnify WTL against liability resulting from same.

2. Access to Site: Client will arrange and provide such access to the site as is necessary for WTL to perform the work, including any necessary permits and right-of-access. WTL shall make reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, WTL has not included in its fee proposal the cost of restoration of damage which may occur. If client desires or requires WTL to restore the site to its former condition, upon written request WTL will perform such additional work as is necessary to do so and client agrees to pay to WTL the cost thereof.

3. Utilities and Subsurface Structures: Client will advise WTL of any known or suspected subsurface objects, structures, lines or conduits. WTL will take all reasonable precautions to avoid damaging underground utility lines identified by the local one-call locating service. Unless WTL has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits not owned by members of the local one-call locating service, client agrees to defend, indemnify and save WTL harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees, resulting from contact with such subsurface or latent objects, structures, lines or conduits.

4. Payment: Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay WTL's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

5. Ownership of Documents: Reports, plans and other work prepared by WTL will remain the property of WTL and shall not be used by Client for any purpose other than that stated. The Client agrees that all reports and other work furnished to the Client and its agents not paid for in full will be returned to WTL upon demand and will not be used for licensing, permits, design and/or construction.

6. Warranty: WTL's services will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, WTL will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in WTL reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

7. Indemnity: Subject to the foregoing limitations, WTL agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of WTL's negligence to the extent of WTL's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suite, cause of action, claim or counterclaim against WTL, the party initiating such action shall pay to WTL the costs and expenses incurred by WTL to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that WTL shall prevail in such suit.

8. Professional Liability: The aggregate liability of WTL and that of its members, officers, directors, employees, agents and subcontractors due to any negligent professional acts, errors and omissions shall be limited to \$50,000.00 or the limit amount of WTL's Professional Liability insurance, less claim expenses, whichever is less.

9. Termination: This Agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, WTL shall be compensated by client for all services performed up to and including the termination date, including reimbursable expense, and for the completion of such services and records as are necessary to WTL's files in order and/or protect its professional reputation.

10. Entire Agreement: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertaking made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.