

MEETING: REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

DATE & TIME: Wednesday, June 3, 2026 at 5:30 PM

**LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road**

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting #: **2555 672 0428** Password: **ZNmFyjsD343** which can be accessed by phone at 408-418-9388 or by logging on at: <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mc28ed9f85300bb8f63267a15d2f40b55>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. Previously recorded Village Board Meeting Videos can be viewed at https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, 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:**
- III. **MEETING MINUTES:**
 - A. May 13, 2026 (ACTION)
- 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 four-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. Comments that may be injurious to village personnel or other individuals will not be allowed.*
- V. **UNFINISHED BUSINESS:**
 - A. April Storm Update (DISCUSSION)
- VI. **NEW BUSINESS:**
 - A. Dombrock Relocation Order/Appraisal Rebuttal. (ACTION)
 - B. Award of a contract to Fahrner Asphalt Sealers for the 2026 Road Program not to exceed the budgeted amount of \$250,000.00. (ACTION)
 - C. Award of contract to Payne & Dolan for the Division Road Phase 1 improvements in a total amount, including a 10% contingency, not to exceed \$2,341,449.10. (ACTION)
 - D. Professional services agreement with RA Smith for Division Road Phase 1 inspection in an amount, including 10% contingency, not to exceed \$184,800.00. (ACTION)
- VII. **DIRECTOR'S REPORT:**
 - A. June Director's Report

VIII. NEXT MEETING DATE:

IX. ANNOUNCEMENTS:

X. 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)250-4745 at least 2 days prior to the meeting.

Notice is hereby given that a possible quorum of other boards, committees, and/or commissions may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of these bodies per State ex rel. Badke v Greendale Village Board, even though these bodies will not take formal action at this meeting.

MEETING:	AMENDED REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
DATE AND TIME:	Wednesday, May 13, 2026 5:30 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

I. CALL TO ORDER:

Chairperson Trustee Terri Kaminski called the Public Works and Highways Committee meeting to order at 5:30PM.

II. ROLL CALL:

Present: Trustee Terri Kaminski, Trustee Robert Warren, Trustee Jan Miller, Trustee Jim Stout

Also Present: DPW Director Tim Zimmerman, Water Superintendent Paul Haugen, Village Engineer Kevin Driscoll, Deputy Clerk Maddy Laufenberg

III. MEETING MINUTES:

A. April 1, 2026 (ACTION)

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Jan Miller

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

IV. PUBLIC COMMENT:

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding presentation procedures and yard waste permits.

V. UNFINISHED BUSINESS:

VI. NEW BUSINESS:

A. Consideration of Well 7 liner installation and contract extension #1 with CTW in the amount of \$136,555.00. (ACTION)

Water Superintendent Haugen provided information on this item.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Jan Miller

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

- B. Award of professional services agreement to Foth in the amount of \$34,000.00 for Well 7 liner installation and pump replacement professional services.
(ACTION)

Water Superintendent Haugen and a representative from Foth provided information on this item.

Motion: Approve as presented

Motioned By: Jan Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

- C. April Storm Update (DISCUSSION)

DPW Director Zimmerman and Village Engineer Driscoll gave an update on the April storm.

Public comments were made by the following individuals:

- Steven Mohar (N106W17050 Juniper Dr) spoke regarding drainage easements.
- Amy Willard (N106W17355 Wildflower Ln) spoke regarding flooding on Wildflower Lane.
- B. N. Ranganathan (N106W17159 Juniper Dr) spoke regarding flooding on Juniper Drive.
- Tom Willard (N106W17355 Wildflower Ln) spoke regarding flooding on Wildflower Lane.
- Paul Spitz (N106W17085 Juniper Drive) spoke regarding sewer backups.
- Randy Ryskoski (N106W17113 Juniper Dr) spoke regarding sewer backups.
- Jeff Perschke (W173N10727 Willow Wood Dr) spoke regarding the Old Farm Rd pump station.

- Melanie Smythe (N140W17938 Cedar Ln) spoke regarding a hydraulic/storm study and communications.

Motion: Examine Cedar Hills and Willow Wood subdivision drainage ditches and determine which ones are private and public

Motioned By: Terri Kaminski

Seconded By: Jan Miller

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

D. Acceptance of Well #7 Rehab (ACTION)

Motion: Combine Items D-J for consideration as presented

Motioned By: Robert Warren

Seconded By: Terri Kaminski

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

Motion: Approve Items D-J as presented

Motioned By: Robert Warren

Seconded By: Jan Miller

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

E. Acceptance of Well 7 Generator Replacement (ACTION)

F. Acceptance of Well #12 (ACTION)

G. Acceptance of Goldendale Booster Station (ACTION)

H. Acceptance of Tower #3 Painting and Rehab (ACTION)

I. Acceptance of Tower #1 Emergency Replacement of Water Fill Pipe (ACTION)

J. Acceptance of Tower #4 (ACTION)

K. Consideration of a credit policy for utility billing. (ACTION)

Water Superintendent Haugen provided information on this item.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Terri Kaminski

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

L. Appraisal Payments for Division Road Phase I Road Reconstruction Project (ACTION)

Village Engineer Driscoll provided information on this item.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Jan Miller

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

M. *Division Road Relocation Order Resolution (ACTION) (Amended to include Exhibit C: Resolution)*

Village Engineer Driscoll provided information on this item.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Jan Miller

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

N. Pleasant View Drive Relocation Order Resolution (ACTION)

Village Engineer Driscoll provided information on this item.

Motion: Approve as presented

Motioned By: Jan Miller

Seconded By: Jim Stout

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

O. Award Contract for Road Program - Heritage Hills Reconstruction (ACTION)

Village Engineer Driscoll provided information on this item.

Motion: Recommend approval of the contract to Stark Pavement Corp. as presented

Motioned By: Jan Miller

Seconded By: Jim Stout

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

P. Award Road Program Contract - Esquire Estates Reconstruction (ACTION)

Village Engineer Driscoll provided information on this item.

Motion: Recommend approval of the contract to Payne & Dolan with a 10% contingency as presented

Motioned By: Robert Warren

Seconded By: Jan Miller

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

Q. Award Contract for Engineering Services - Site Plan Reviews (ACTION)

Village Engineer Driscoll provided information on this item.

Motion: Award contract to Harwood Engineering Consultants, not to exceed \$15,000 as presented

Motioned By: Jan Miller

Seconded By: Terri Kaminski

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

R. Maple Road Bridge Repair (ACTION)

Village Engineer Driscoll provided information on this item.

Motion: Approve Option A as presented

Motioned By: Jan Miller

Seconded By: Terri Kaminski

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

S. Acceptance of Improvements - Water Main Extension for Green Bay Packaging at Holy Hill Road (ACTION)

Village Engineer Driscoll provided information on this item.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Jim Stout

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

T. Award Contract for Pioneer Road Survey (ACTION)

Village Engineer Driscoll passed around an updated contract for review.

Motion: Approve updated contract in the amount of \$677.50 as presented

Motioned By: Jan Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

U. Agreement with WisDOT for STH 145 Improvements (ACTION)

Village Engineer Driscoll provided information on this item.

Motion: Enter into an agreement with WisDOT for STH 145 improvements as presented

Motioned By: Robert Warren

Seconded By: Jan Miller

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

V. Discussion on Main Street and Old Farm Lift Station Facilities Plan Amendment. (DISCUSSION)

DPW Director Zimmerman led discussion on this item.

W. Authorization to Purchase - Emergency Bypass Pump (ACTION)

DPW Director Zimmerman provided information on this item.

Motion: Approve purchase of an emergency bypass pump from Thompson {ump, not to exceed \$58,300 as presented

Motioned By: Jan Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

X. Consideration of Cost Recovery – Yard Waste Permit (ACTION)

DPW Director Zimmerman provided information on this item.

Motion: Limit the number of permits issued to two per household as presented

Motioned By: Robert Warren
Seconded By: Terri Kaminski

Yes: Terri Kaminski, Robert Warren, Jim Stout
No: Jan Miller
Abstain: None

Motion Carried by Voice Vote (Yes 3, No 1, Abstained 0)

VII. DIRECTOR'S REPORT:

A. May Directors Report

DPW Director Zimmerman spoke regarding Village Engineer Driscoll's last day and upcoming culvert replacements.

VIII. NEXT MEETING DATE:

The next Public Works and Highways Committee Meeting will be held on June 3, 2026 at 5:30PM.

IX. ANNOUNCEMENTS:

Trustee Miller announced the upcoming Maifest event on May 15th - 17th.

X. ADJOURNMENT:

Chairperson Trustee Kaminski adjourned the Public Works & Highways Committee meeting at 8:36 PM.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 3, 2026

PLACEMENT: Presentation

ITEM TITLE: April Storm Update (DISCUSSION)

SUBMITTED BY: Timothy Zimmerman, Public Works Director

SUMMARY EXPLANATION:

ATTACHMENT:

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 3, 2026
PLACEMENT: Action Item
ITEM TITLE: Dombrock Relocation Order/Appraisal Rebuttal
SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

The Division Road Phase 1 project required relocation orders and appraisals on four properties to accommodate an extension of sidewalk which also required some additional pipe work. Staff met with concerned residents Mary Dombrock and Tom Truse who both expressed an unwillingness to execute the relocation orders and appraisals unless the Village would absolve them of any maintenance responsibility of the new sidewalk. Per the updated sidewalk ordinance, they would become responsible for the winter maintenance of the sidewalk.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X _____

RECOMMENDATION:

Staff recommends stopping the sidewalk at Ava Circle and install a crosswalk at that location to direct pedestrian traffic back to the east side of Division Road. The crosswalk was originally proposed at Lilac Ln. The redirection eliminates the concerns of the Dombrock's and the Truse's and will only require a quantity reduction in the bid tab which will reflect a savings for the overall project in the amount of approximately \$75,120.00. It would further eliminate the need for TLE's on both properties and also negate the Dombrock tree compensation.

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.

May 29, 2026

Village of Germantown

RE: Development & Construction on Division Road, Germantown

To Whom it May Concern,

This letter is regarding the meeting we had on May 26, 2026. The offer to reimburse me for the loss of my trees is inadequate. I have received verbal estimates for the fair value of these large trees which is far greater than the offer I received of \$1,025 per tree. I would like to receive \$2,500 per tree for the 4 trees that are planned to be removed; 2 on the north side and 2 on the south side of my driveway.

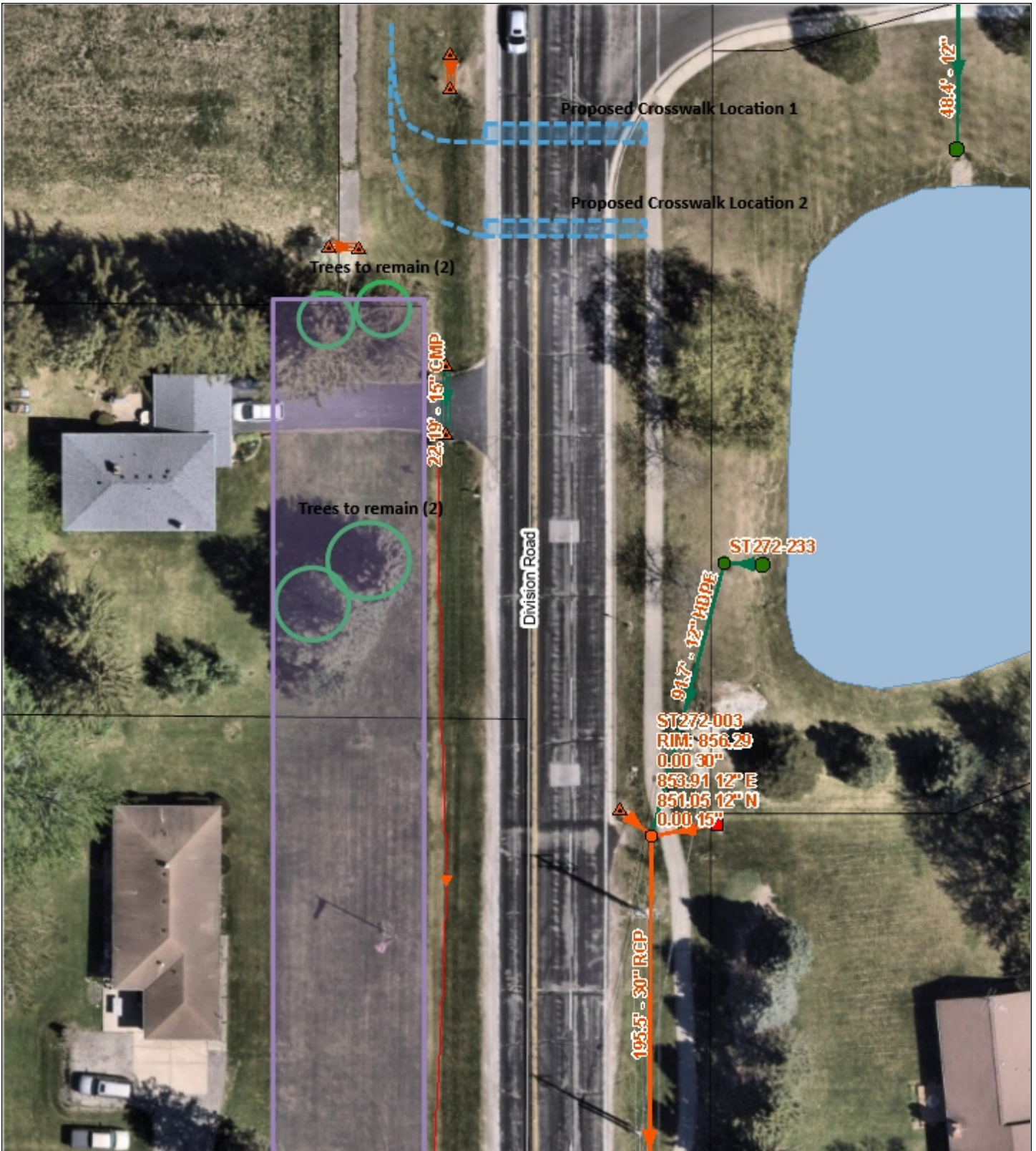
Additionally, the cost to replant an 8' tree of a similar variety (the maximum size that can be planted) is at least \$1,000 per tree. I do not want the village to replant any trees. I will decide what to plant at another time and handle this myself.

Regarding the grass that will be installed after the other work is complete, I do not want it seeded. Instead I want the village to install sod, as the original plans called for.

Also, I do not want to be responsible for the maintenance and liability of the sidewalk. I want a letter in writing from the village that absolves me of any liability and that states that clearing of snow and other maintenance of the sidewalk is the responsibility of the village and not my responsibility.

Sincerely,

Mary Dombrock
W172 N10835 Division Road
Germantown, WI 53012
414-380-9569



Village of Germantown GIS

Division Rd Alternate Sidewalk Crossing Options

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



Village Of Germantown

N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 60'

Print Date: 5/29/2026

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 3, 2026
PLACEMENT: Action Item
ITEM TITLE: Award of Contract – Seal Coat Program
SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

The 2026 Road Program includes money for the seal coat program. The program will be administered by the Engineering Dept. on various roads throughout the Village. Program includes multiple types of coatings depending on road type and age of pavement. Fahrner Asphalt Sealers were our only bidder at \$223,469.50

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

Staff requests the PWHC recommend to the Village Board approval of a contract with Fahrner Asphalt Sealers For the amount not to exceed the budgeted amount of \$250,000.00. The bid came in under the engineer’s estimate of \$249,975.00. Additional roads will be added at the bid unit price up to an additional \$26,530.50. Funded in 40-561000-5316400.

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.

2026 Sealcoating Project (#10195391)
 Owner: Germantown, Village of
 Solicitor: Germantown, Village of
 05/28/2026 10:00 AM CDT

Section	Tit Line	Item	Item Code	Item Descr	UofM	Quantity	Engineer Estimate		Fahrner Asphalt Sealers, LLC	
							Unit Price	Extension	Unit Price	Extension
GSB-88								\$24,030.00		\$22,107.60
		1	1	CONCORI	SY	11030	\$1.50	\$16,545.00	\$1.38	\$15,221.40
		2	1	EDGEWO	SY	4990	\$1.50	\$7,485.00	\$1.38	\$6,886.20
FLEX PATCHING								\$57,275.00		\$47,400.00
		3	2	MAPLE R	CLF	1430	\$7.25	\$10,367.50	\$6.00	\$8,580.00
		4	2	HIGHLAN	LF	170	\$7.25	\$1,232.50	\$6.00	\$1,020.00
		5	2	PRESERV	LF	1100	\$7.25	\$7,975.00	\$6.00	\$6,600.00
		6	2	HILLTOP	FLF	1200	\$7.25	\$8,700.00	\$6.00	\$7,200.00
		7	2	FREISTAD	LF	4000	\$7.25	\$29,000.00	\$6.00	\$24,000.00
MICRO SURFACING								\$25,480.00		\$32,250.40
		8	3	PRESERV	SY	7280	\$3.50	\$25,480.00	\$4.43	\$32,250.40
CHIP SEALING								\$143,190.00		\$121,711.50
		9	4	MAPLE R	CSY	25870	\$3.00	\$77,610.00	\$2.55	\$65,968.50
		10	4	HIGHLAN	SY	5960	\$3.00	\$17,880.00	\$2.55	\$15,198.00
		11	4	OAKWOO	SY	2200	\$3.00	\$6,600.00	\$2.55	\$5,610.00
		12	4	HILLTOP	FSY	13700	\$3.00	\$41,100.00	\$2.55	\$34,935.00
Base Bid Total:								\$249,975.00		\$223,469.50

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 3, 2026
PLACEMENT: Action Item
ITEM TITLE: Award of Contract – Division Road Phase 1
SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

The 2026 Road Program includes money for the Phase 1 reconstruction of Division Rd. the bid are summarized below:

Stark Pavement Corp.	\$2,402,772.10
Musson Bros., Inc	\$2,397,799.60
Payne and Dolan	\$2,128,590.12

This project includes full pavement removal, drainage improvements, and pedestrian movement improvements. Engineer’s estimate: \$2,468,385.00.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

Staff requests the PWHC recommend to the Village Board approval of a contract with Payne and Dolan for the Division Road Phase 1 improvements in the amount of \$2,128,590.12 and allow a 10% contingency \$212,859.01 for the total amount of \$2,341,449.10. Funded in 40-561000-5316400.

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.

Division Road: From Mequon Road to Jefferson Creek (#10205153)

Owner: Village of Germantown

raSmith Project Number: 2264801

Bid Opening: 05/28/2026 11:00 AM CDT

Item No.	Item Description	UofM	Quantity	Payne & Dolan, Inc.		Musson Bros., Inc.		Stark Pavement Corp.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Traffic Control	LS	1	\$50,513.68	\$50,513.68	\$7,650.00	\$7,650.00	\$45,000.00	\$45,000.00
2	Portable Changeable Message Signs	DAYS	30	\$136.86	\$4,105.80	\$35.00	\$1,050.00	\$50.00	\$1,500.00
3	Clearing And Grubbing	STA	5	\$1,144.00	\$5,720.00	\$1,100.00	\$5,500.00	\$1,100.00	\$5,500.00
4	Tree Removals	IN-DIA	100	\$70.20	\$7,020.00	\$80.00	\$8,000.00	\$80.00	\$8,000.00
5	Remove Small Pipe Culverts	EA	6	\$312.00	\$1,872.00	\$283.00	\$1,698.00	\$600.00	\$3,600.00
6	Sawcut Pavement	LF	500	\$2.34	\$1,170.00	\$7.00	\$3,500.00	\$2.25	\$1,125.00
7	Pulverize Pavement	SY	16000	\$3.42	\$54,720.00	\$8.50	\$136,000.00	\$5.50	\$88,000.00
8	Remove Asphalt Pavement, Driveways	SY	400	\$25.61	\$10,244.00	\$8.40	\$3,360.00	\$16.50	\$6,600.00
9	Remove Asphalt Pavement, Sidewalks	SY	2450	\$4.16	\$10,192.00	\$5.90	\$14,455.00	\$11.00	\$26,950.00
10	Remove Curb and Gutter	LF	750	\$4.16	\$3,120.00	\$8.40	\$6,300.00	\$10.00	\$7,500.00
11	Remove Concrete Curb Ramps	SF	640	\$0.47	\$300.80	\$4.60	\$2,944.00	\$6.50	\$4,160.00
12	Common Excavation (+/- 3,600 CY)	LS	1	\$117,312.00	\$117,312.00	\$478,000.00	\$478,000.00	\$230,000.00	\$230,000.00
13	Excavation Below Subgrade (EBS)	CY	3300	\$12.48	\$41,184.00	\$30.00	\$99,000.00	\$30.00	\$99,000.00
14	Unsuitable Soil Removal	CY	150	\$20.80	\$3,120.00	\$31.50	\$4,725.00	\$45.00	\$6,750.00
15	Geogrid Type SR	SY	3000	\$5.20	\$15,600.00	\$2.50	\$7,500.00	\$4.00	\$12,000.00
16	Base Aggregate 3" Dense	TON	6500	\$25.84	\$167,960.00	\$23.50	\$152,750.00	\$22.00	\$143,000.00
17	Base Aggregate 1" Clear Stone	TON	20	\$32.34	\$646.80	\$22.00	\$440.00	\$102.00	\$2,040.00
18	Base Aggregate 1-1/4" Dense	TON	5650	\$25.12	\$141,928.00	\$24.50	\$138,425.00	\$25.00	\$141,250.00
19	Hot Mix Asphalt Pavement 3" Binder Course - 3 LT 58-28S, 19 MM	TON	3150	\$76.00	\$239,400.00	\$75.00	\$236,250.00	\$79.00	\$248,850.00
20	Hot Mix Asphalt Pavement 2" Surface Course - 4 LT 58-28S, 12 MM	TON	2000	\$84.70	\$169,400.00	\$83.00	\$166,000.00	\$81.55	\$163,100.00
21	Tack Coat	GAL	900	\$5.40	\$4,860.00	\$3.70	\$3,330.00	\$3.00	\$2,700.00
22	Hot Mix Asphalt Sidewalk 4" - 4 LT 58-28s, 12 MM	TON	920	\$102.00	\$93,840.00	\$98.00	\$90,160.00	\$150.00	\$138,000.00
23	Hot Mix Asphalt Pavement - Driveways, Match Up To 5" HMA 4 LT 58-28s, 12 MM	TON	130	\$101.00	\$13,130.00	\$97.00	\$12,610.00	\$150.00	\$19,500.00
24	Shouldering (Traffic Bond)	TON	900	\$26.16	\$23,544.00	\$21.00	\$18,900.00	\$30.50	\$27,450.00
25	Replace Concrete Curb and Gutter	LF	100	\$114.00	\$11,400.00	\$106.00	\$10,600.00	\$52.50	\$5,250.00
26	New Concrete Curb and Gutter - 30" VFCG	LF	2049	\$27.77	\$56,900.73	\$22.50	\$46,102.50	\$21.50	\$44,053.50
27	New Concrete Curb and Gutter - Roll Face/Mountable Curb	LF	231	\$40.21	\$9,288.51	\$34.50	\$7,969.50	\$35.25	\$8,142.75
28	Concrete Curb Ramps and Concrete Walk	SF	1875	\$11.18	\$20,962.50	\$11.00	\$20,625.00	\$10.50	\$19,687.50
29	Detectable Warning Fields	SF	260	\$32.92	\$8,559.20	\$31.50	\$8,190.00	\$50.00	\$13,000.00
30	Pavement Markings Arrows	EA	1	\$338.00	\$338.00	\$221.00	\$221.00	\$232.05	\$232.05
31	Pavement Markings Words	EA	1	\$338.00	\$338.00	\$226.00	\$226.00	\$237.30	\$237.30
32	Pavement Marking, Stop Line - White 18", Solid	LF	180	\$19.24	\$3,463.20	\$18.00	\$3,240.00	\$18.50	\$3,330.00
33	Pavement Marking, Striping - White 8", Solid	LF	220	\$1.77	\$389.40	\$1.10	\$242.00	\$1.20	\$264.00
34	Pavement Marking, Striping - White 4", Solid	LF	6300	\$0.87	\$5,481.00	\$0.40	\$2,520.00	\$0.50	\$3,150.00
35	Pavement Marking, Striping - White 4", Dashed	LF	320	\$0.87	\$278.40	\$0.65	\$208.00	\$0.75	\$240.00
36	Pavement Marking, Striping - Yellow 4"	LF	60	\$12.32	\$739.20	\$1.00	\$60.00	\$2.00	\$120.00
37	Pavement Marking, Striping - 2x Yellow 4", Solid	LF	5450	\$0.87	\$4,741.50	\$0.40	\$2,180.00	\$0.50	\$2,725.00
38	Pavement Marking, Striping - 2x Yellow 4", Passing	LF	210	\$0.87	\$182.70	\$0.40	\$84.00	\$0.50	\$105.00
39	Pavement Marking, Striping Crosswalk - White 6", Solid	LF	850	\$11.70	\$9,945.00	\$14.50	\$12,325.00	\$14.50	\$12,325.00

Item No.	Item Description	UoFM	Quantity	Payne & Dolan, Inc.		Musson Bros., Inc.		Stark Pavement Corp.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
40	Remove & Replace Mailbox	EA	3	\$208.00	\$624.00	\$162.00	\$486.00	\$220.00	\$660.00
41	Surface Restoration, Topsoil, Seed, Erosion Mat, And Watering	SY	12000	\$8.58	\$102,960.00	\$7.80	\$93,600.00	\$10.00	\$120,000.00
42	Sod	SY	2450	\$17.52	\$42,924.00	\$11.50	\$28,175.00	\$20.00	\$49,000.00
43	Erosion Control, Silt Fence	LF	7250	\$1.82	\$13,195.00	\$1.70	\$12,325.00	\$2.00	\$14,500.00
44	Temporary Water Diversion Structure to Place Rip Rap At B-66-144	LS	1	\$39,312.00	\$39,312.00	\$89,900.00	\$89,900.00	\$50,000.00	\$50,000.00
45	Heavy Rip Rap	CY	111	\$197.60	\$21,933.60	\$278.00	\$30,858.00	\$300.00	\$33,300.00
46	Geotextile Fabric HR	SY	212	\$20.80	\$4,409.60	\$4.80	\$1,017.60	\$20.00	\$4,240.00
47	Temporary Flow Control for Intermittent Open Channel Drainage	LS	1	\$20,800.00	\$20,800.00	\$48,300.00	\$48,300.00	\$8,700.00	\$8,700.00
48	Light Rip-Rap (Keyed-Into Re-Graded Ditch Flowline)	CY	31	\$135.20	\$4,191.20	\$351.00	\$10,881.00	\$225.00	\$6,975.00
49	Erosion Control, E-Mat (Class I, Type A)	SY	11400	\$1.30	\$14,820.00	\$1.20	\$13,680.00	\$1.30	\$14,820.00
50	Erosion Control, E-Mat Coconut Type	SY	380	\$6.03	\$2,291.40	\$2.40	\$912.00	\$6.00	\$2,280.00
51	Erosion Control, Inlet Protection	EA	17	\$54.08	\$919.36	\$115.00	\$1,955.00	\$55.00	\$935.00
52	Erosion Control, Erosion Bales	EA	20	\$16.64	\$332.80	\$14.00	\$280.00	\$17.00	\$340.00
53	Flexible Ads Pipe 8-Inch Dia.	LF	60	\$16.64	\$998.40	\$46.50	\$2,790.00	\$80.00	\$4,800.00
54	Culvert Pipe 15-Inch Dia., CMP With Flared End Metal Sections	LF	25	\$115.44	\$2,886.00	\$162.00	\$4,050.00	\$135.00	\$3,375.00
55	Culvert Pipe 18-Inch Dia., CMP With Flared End Metal Sections	LF	50	\$120.64	\$6,032.00	\$161.00	\$8,050.00	\$155.00	\$7,750.00
56	Apron Endwalls for Concrete Culvert Pipe 12-Inch Dia.	EA	5	\$1,560.00	\$7,800.00	\$1,000.00	\$5,000.00	\$1,900.00	\$9,500.00
57	Apron Endwalls for Concrete Culvert Pipe 15-Inch Dia.	EA	2	\$1,712.88	\$3,425.76	\$1,160.00	\$2,320.00	\$2,000.00	\$4,000.00
58	Apron Endwalls for Concrete Culvert Pipe 24-Inch Dia.	EA	2	\$2,194.40	\$4,388.80	\$1,770.00	\$3,540.00	\$2,250.00	\$4,500.00
59	Storm Sewer Pipe Reinforced Concrete Class IV (12-Inch Dia.)	LF	239	\$111.28	\$26,595.92	\$102.00	\$24,378.00	\$115.00	\$27,485.00
60	Storm Sewer Pipe Reinforced Concrete Class IV (24-Inch Dia.)	LF	390	\$137.28	\$53,539.20	\$119.00	\$46,410.00	\$130.00	\$50,700.00
61	Storm Sewer Pipe Reinforced Concrete Class IV (42-Inch Dia.)	LF	42	\$283.92	\$11,924.64	\$278.00	\$11,676.00	\$350.00	\$14,700.00
62	Concrete Collar (42-Inch Dia)	EACH	1	\$1,248.00	\$1,248.00	\$808.00	\$808.00	\$2,650.00	\$2,650.00
63	Concrete Collar (24-Inch Dia.) Bulkhead and Abandon 24-Inch Dia.	EACH	1	\$1,144.00	\$1,144.00	\$808.00	\$808.00	\$3,100.00	\$3,100.00
64	Storm Sewer Spot Repair, 15-Inch Dia. Class C Bedding	LF	20	\$287.04	\$5,740.80	\$255.00	\$5,100.00	\$937.50	\$18,750.00
65	Medium Rip Rap	CY	35	\$156.00	\$5,460.00	\$265.00	\$9,275.00	\$225.00	\$7,875.00
66	Storm Structure Adjustments	EA	10	\$2,808.00	\$28,080.00	\$2,130.00	\$21,300.00	\$1,100.00	\$11,000.00
67	Storm Inlet and Catch Basin (2x3-Ft) New with Frame and Grate	EACH	9	\$5,521.36	\$49,692.24	\$3,620.00	\$32,580.00	\$4,250.00	\$38,250.00
68	Storm Inlet and Catch Basin (2x3-Ft) Replacement (Re-Use Frame and Grate)	EACH	4	\$4,891.12	\$19,564.48	\$2,000.00	\$8,000.00	\$3,100.00	\$12,400.00
69	Storm Manhole Structure (48-Inch Dia.)	EACH	5	\$7,030.40	\$35,152.00	\$3,040.00	\$15,200.00	\$6,600.00	\$33,000.00
70	Reinforced Concrete Structure Box	EACH	1	\$43,056.00	\$43,056.00	\$38,400.00	\$38,400.00	\$80,000.00	\$80,000.00
71	Breaker Run 3-Inch	CY	10	\$90.27	\$902.70	\$50.50	\$505.00	\$120.00	\$1,200.00
72	Railing (Pedestrian Safety Type, 2-1/2 Dia. Inch Stainless Steel Tube)	LF	25	\$827.80	\$20,695.00	\$500.00	\$12,500.00	\$550.00	\$13,750.00
73	Flagpole Remove and Reinstall, Including Coordination with Owner	LS	1	\$3,120.00	\$3,120.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
74	Borrow to Fill at SEC of Hawthorne & NWC Lilac Hawthorne	CY	3600	\$8.32	\$29,952.00	\$9.30	\$33,480.00	\$20.50	\$73,800.00
75	Adjust Hydrant with Flanged Assembly, 2-Ft	EACH	9	\$3,151.20	\$28,360.80	\$2,720.00	\$24,480.00	\$5,100.00	\$45,900.00
76	Adjust Water Gate Valve Box	EACH	28	\$208.00	\$5,824.00	\$418.00	\$11,704.00	\$900.00	\$25,200.00
77	Remove And Replace Valve Box	EACH	5	\$2,714.40	\$13,572.00	\$970.00	\$4,850.00	\$2,000.00	\$10,000.00
78	Sanitary Manhole Adjustment	EACH	14	\$3,432.00	\$48,048.00	\$639.00	\$8,946.00	\$1,600.00	\$22,400.00
79	Existing Utility Offsets (Storm)	EACH	5	\$6,692.40	\$33,462.00	\$1,010.00	\$5,050.00	\$3,600.00	\$18,000.00
80	Existing Utility Offsets (Sanitary)	EACH	5	\$7,592.00	\$37,960.00	\$589.00	\$2,945.00	\$600.00	\$3,000.00
81	Existing Utility Offsets (Water)	EACH	5	\$3,468.40	\$17,342.00	\$589.00	\$2,945.00	\$600.00	\$3,000.00
Base Bid Total:					\$2,128,590.12		\$2,397,799.60		\$2,402,772.10

Division Road Reconstruction Project
 Cost Estimate-Based on Bid Set
 5-27-26 Updated per Addendum

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	TRAFFIC CONTROL	LS	1	\$50,000.00	\$50,000.00
2	PORTABLE CHANGEABLE MESSAGE SIGNS	DAYS	30	\$1,000.00	\$30,000.00
3	CLEARING AND GRUBBING	STA	5	\$1,000.00	\$5,000.00
4	TREE REMOVALS	IN-DIA	100	\$50.00	\$5,000.00
5	REMOVE SMALL PIPE CULVERTS	EA	6	\$750.00	\$4,500.00
6	SAWCUT PAVEMENT	LF	500	\$5.00	\$2,500.00
7	PULVERIZE PAVEMENT	SY	16000	\$10.00	\$160,000.00
8	REMOVE ASPHALT PAVEMENT, DRIVEWAYS	SY	400	\$5.00	\$2,000.00
9	REMOVE ASPHALT PAVEMENT, SIDEWALKS	SY	2450	\$5.00	\$12,250.00
10	REMOVE CURB AND GUTTER	SF	750	\$15.00	\$11,250.00
11	REMOVE CONCRETE CURB RAMPS	SF	640	\$7.00	\$4,480.00
12	COMMON EXCAVATION (+/- 3,600 CY)	LS	1	\$300,000.00	\$300,000.00
13	EXCAVATION BELOW SUBGRADE (EBS)	CY	3300	\$35.00	\$115,500.00
14	UNSUITABLE SOIL REMOVAL	CY	150	\$100.00	\$15,000.00
15	GEOGRID TYPE SR	SY	3000	\$3.00	\$9,000.00
16	BASE AGGREGATE 3" DENSE	TON	6500	\$30.00	\$195,000.00
17	BASE AGGREGATE 1" CLEAR STONE	TON	20	\$150.00	\$3,000.00
18	BASE AGGREGATE 1-1/4" DENSE	TON	5650	\$20.00	\$113,000.00
19	HOT MIX ASPHALT PAVEMENT 3" BINDER COURSE - 3 LT 58-28S, 19 mm	TON	3150	\$75.00	\$236,250.00
20	HOT MIX ASPHALT PAVEMENT 2" SURFACE COURSE - 4 LT 58-28S, 12 mm	TON	2000	\$85.00	\$170,000.00
21	TACK COAT	GAL	900	\$5.00	\$4,500.00
22	HOT MIX ASPHALT SIDEWALK 3" - 4 LT 58-28S, 12 mm	TON	920	\$125.00	\$115,000.00
23	HOT MIX ASPHALT PAVEMENT - DRIVEWAYS, MATCH UP TO 5" HMA 4 LT 58-28S, 12 mm	TON	130	\$100.00	\$13,000.00
24	SHOULDERING (Traffic Bond)	TON	900	\$50.00	\$45,000.00
25	REPLACE CONCRETE CURB AND GUTTER	LF	100	\$45.00	\$4,500.00
26	NEW CONCRETE CURB AND GUTTER - 30" VFCG	LF	2049	\$35.00	\$71,715.00
27	NEW CONCRETE CURB AND GUTTER - Roll Face/Mountable Curb	LF	231	\$40.00	\$9,240.00
28	CONCRETE CURB RAMPS AND CONCRETE WALK	SF	1875	\$15.00	\$28,125.00
29	DETECTABLE WARNING FIELDS	SF	260	\$50.00	\$13,000.00
30	PAVEMENT MARKINGS ARROWS	EA	1	\$500.00	\$500.00
31	PAVEMENT MARKINGS WORDS	EA	1	\$500.00	\$500.00
32	PAVEMENT MARKING, STOP LINE - WHITE 18", SOLID	LF	180	\$20.00	\$3,600.00
33	PAVEMENT MARKING, STRIPING - WHITE 8", SOLID	LF	220	\$2.00	\$440.00
34	PAVEMENT MARKING, STRIPING - WHITE 4", SOLID	LF	6300	\$1.50	\$9,450.00
35	PAVEMENT MARKING, STRIPING - WHITE 4", DASHED	LF	320	\$1.50	\$480.00
36	PAVEMENT MARKING, STRIPING - YELLOW 4"	LF	60	\$1.50	\$90.00
37	PAVEMENT MARKING, STRIPING - 2X YELLOW 4", SOLID	LF	5450	\$1.50	\$8,175.00
38	PAVEMENT MARKING, STRIPING - 2X YELLOW 4", PASSING	LF	210	\$1.50	\$315.00
39	PAVEMENT MARKING, STRIPING CROSSWALK - WHITE 6", SOLID	LF	850	\$2.50	\$2,125.00
40	REMOVE & REPLACE MAILBOX	EA	3	\$500.00	\$1,500.00
41	SURFACE RESTORATION, TOPSOIL, SEED, EROSION MAT, AND WATERING	SY	12000	\$8.00	\$96,000.00
42	SOD	SY	2450	\$3.00	\$7,350.00
43	EROSION CONTROL, SILT FENCE	LF	7250	\$4.00	\$29,000.00
44	Temporary Water Diversion Structure to Place Rip Rap at B-66-144	LS	1	\$30,000.00	\$30,000.00
45	Heavy Rip Rap	CY	111	\$100.00	\$11,100.00
46	Geotextile Fabric HR	SY	10	\$25.00	\$250.00
47	Temporary Flow Control for Intermittent Open Channel Drainage	LS	1	\$30,000.00	\$30,000.00
48	Light Rip-Rap (Keyed-Into Re-graded Ditch Flowline)	CY	31	\$175.00	\$5,425.00
49	Erosion Control, E-mat (Class I, Type A)	SY	11400	\$2.00	\$22,800.00
50	Erosion Control, E-mat Coconut Type	SY	380	\$3.00	\$1,140.00
51	Erosion Control, Inlet Protection	EA	17	\$80.00	\$1,360.00
52	Erosion Control, Erosion Bales	EA	20	\$100.00	\$2,000.00
53	Flexible ADS Pipe 8-Inch Dia.	LF	60	\$75.00	\$4,500.00
54	Culvert Pipe 15-inch dia., CMP with Flared End Metal Sections	LF	25	\$150.00	\$3,750.00
55	Culvert Pipe 18-inch dia., CMP with Flared End Metal Sections	LF	50	\$175.00	\$8,750.00
56	Apron Endwalls for Culvert Pipe 12-Inch Dia.	EA	5	\$500.00	\$2,500.00
57	Apron Endwalls for Culvert Pipe 15-Inch Dia.	EA	2	\$650.00	\$1,300.00
58	Apron Endwalls for Culvert Pipe 24-Inch Dia.	EA	2	\$750.00	\$1,500.00
59	Storm Sewer Pipe Reinforced Concrete Class IV (12-inch dia.)	LF	239	\$125.00	\$29,875.00
60	Storm Sewer Pipe Reinforced Concrete Class IV (24-inch dia.)	LF	390	\$150.00	\$58,500.00
61	Storm Sewer Pipe Reinforced Concrete Class IV (42-inch dia.)	LF	42	\$400.00	\$16,800.00
62	Concrete Collar (42-inch dia)	EACH	1	\$1,500.00	\$1,500.00
63	Concrete Collar (24-inch dia.) Bulkhead and Abandon 24-inch dia.	EACH	1	\$1,250.00	\$1,250.00
64	Storm Sewer Spot Repair, 15-inch dia. Class "C" Bedding	LF	20	\$250.00	\$5,000.00
65	Medium Rip Rap	CY	35	\$150.00	\$5,250.00
66	Storm Inlet Structure Adjustments	EA	10	\$1,500.00	\$15,000.00
67	Storm Inlet and Catch Basin (2x3-ft) NEW with frame and grate	EACH	9	\$6,000.00	\$54,000.00
68	Storm Inlet and Catch Basin (2x3-ft) REPLACEMENT (Re-use Frame and grate)	EACH	4	\$5,000.00	\$20,000.00
69	Storm Manhole Structure (48-inch dia.)	EACH	5	\$7,000.00	\$35,000.00
70	Reinforced Concrete Structure Box	EACH	1	\$10,000.00	\$10,000.00
71	Breaker Run - 3-inch	CY	10	\$50.00	\$500.00
72	Railing (Pedestrian Safety Type, 2-1/2 dia. inch Stainless Steel Tube)	LF	25	\$200.00	\$5,000.00
73	Flagpole coordination with owner	LS	1	\$1,500.00	\$1,500.00
74	Borrow to Fill at SEC of Hawthorne & NWC Lilac Hawthorne	CY	3600	\$20.00	\$72,000.00
75	ADJUST HYDRANT WITH FLANGED ASSEMBLY, 2-FT	EACH	9	\$1,500.00	\$13,500.00
76	ADJUST Water Gate Valve Box	EACH	28	\$500.00	\$14,000.00
77	REMOVE AND REPLACE VALVE BOX	EACH	5	\$5,000.00	\$25,000.00
78	Sanitary Manhole Adjustment	EACH	14	\$1,500.00	\$21,000.00
79	EXISTING UTILITY OFFSETS (STORM)	LS	1	\$10,000.00	\$10,000.00
80	EXISTING UTILITY OFFSETS (SANITARY)	LS	1	\$10,000.00	\$10,000.00
81	EXISTING UTILITY OFFSETS (WATER)	LS	1	\$10,000.00	\$10,000.00
Construction Total					\$2,468,385.00

May 29, 2026

Mr. Tim Zimmerman, Director of Public Works
Village of Germantown
N112 W117001 Mequon Road
Germantown, WI 53022

Re: Letter of Recommendation
Division Road: From Mequon Rd to Jefferson Creek (#10205153)

Dear Mr. Zimmerman:

In accordance with your Official Notice to Bidders, bids for the above referenced project were received until 11:00 a.m. on May 28, 2026.

A total of three (3) bids were received for this project. The base bids ranged from \$2,128,590.12 to \$2,402,772.10. The low base bid of \$2,128,590.12 was submitted by Payne and Dolan, Inc. The engineer's estimate for the project was \$2,468,385.

Payne and Dolan, Inc., provided a responsive bid, they are pre-qualified and along with their subs, have either completed or are currently working on similar projects within the Village. They have completed similar projects in a satisfactory manner and they have been on time and on budget. Therefore, we recommend awarding the project to Payne and Dolan, Inc. in the amount of \$2,128,590.12.

Please feel free to call me if you have any questions or comments regarding the above.

Sincerely,
raSmith



Troy T. Hartjes, P.E.
Senior Project Manager

Enclosure: Bid Summary

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 3, 2026

PLACEMENT: Action Item

ITEM TITLE: Professional Services Agreement – Division Road Phase 1 -
Inspection, Staking, and Administration

SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

Construction inspection, staking, and contract administration for Division Rd. Phase 1 will far exceed the village engineering department's capabilities.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

Staff requests the PWHC recommend to the Village Board approval of a Professional Services Agreement with ra Smith in the amount of \$168,000.00. and include a 10% contingency \$16,800.00 for the total amount of \$184,800.00. Money included in 40-561000-5316400.

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.

May 29, 2026

Timothy K. Zimmerman
Department of Public Works
Village of Germantown
W130N10200 Town 9 Parkway
Germantown, WI 53022-0337

Re: Proposal for Division Road Phase 1

Dear Mr. Zimmerman:

Thank you for allowing raSmith to provide you with a proposal for Division Road Phase 1. We strive to develop a long-term, mutually beneficial relationship with our clients and are committed to understanding your challenges and developing solutions that meet your needs. We look forward to working with the Village of Germantown.

Scope of Services

raSmith will provide services associated with construction-related activities. Mike Mentzel will be the Resident Lead full-time construction inspector. A second inspector will be appointed only during times when multiple crews are completing work.

1. Construction Administration to include preconstruction meeting attendance, shop drawing and materials review, recommendation of payments, progress meetings, review change order requests, review requests for information by the contractor, project walk-throughs, compile punch lists and project closeout.
2. We will provide construction observation when the contractor is on site performing work. Generally, there is one inspector per crew that is working. Observations include checking delivered materials to make sure they are in compliance with the specifications, check traffic control devices during the project, recording of elevation and locations of all underground appurtenances with a survey grade GPS, track all quantities that are installed for payment, and take daily pictures of ongoing operations. Observations will be documented in electronic format, and a pdf copy will be e-mailed to Village staff.
3. Weekly erosion inspections and after 0.5" rain event will be completed per WDNR requirements
4. Record Drawings for the storm sewer will be completed and data sent to the Village to update your GIS system.
5. Construction staking will be performed for site control, storm sewer, red tops for CABC grades, slope stakes, curb and gutter, sidewalk and handicap ramps. A cutsheet will be provided to the inspector and contractor as necessary.

Completion Schedule

Work is anticipated during the 2026 construction season.



Timothy K. Zimmerman
Director of Public Works
Page 2 / May 29, 2026

Professional Fees

The above-described services will be provided on an hourly and expense basis. Based on normal production rates, the estimate of fees for Division Road Phase 1 is \$168,000. Fees will be invoiced monthly as the project proceeds. The Resident Lead Inspector will be available at a rate of \$125 per hour and additional inspector at a rate of \$114 per hour. As Construction Manager is available at a rate of \$174 per hour and a CADD Technician at a rate of \$125 per hour.

A two-person survey crew will be available for construction staking at a rate of \$260 per hour (\$130 per person) and a Survey Project Manager at a rate of \$145 per hour.

Usual and customary expenses such as mileage, postage, delivery, and applicable taxes will be invoiced at cost.

Client Responsibilities/Assumptions

- A. The terms and conditions set forth herein are valid for 365 days from the date of this proposal and are conditioned upon our completion of all services within 18 months from the date of authorization.
- B. The professional fee hourly rates are subject to change on an annual basis.
- C. No Geotechnical or Materials Testing work is included in this proposal.
- D. No additional design services are included in this proposal.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement between Client and Professional, and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with the Village of Germantown.

Sincerely,
raSmith

Jennifer Starr, CISEC
Assistant Director of Construction Services

Enclosure: Professional Services Agreement (Contract)

BTH:\Proposals\2026\Germantown\Division Road\EP 260529 Zimmerman Division Road Phase 1.docx



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between Village of Germantown ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

_____ ("Project").

Professional's services under this Agreement are generally identified as follows:

_____ ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. **Standard of Care**

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. **Design Without Construction Phase Services**

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. **Opinions of Cost**

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
 - D. **Use of Documents**

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

~~E.~~ Liability **Intentionally Deleted**

~~To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.~~

~~F.~~ Indemnification **Intentionally Deleted**

~~To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.~~

E. Indemnification and Liability

1. To the fullest extent permitted by law, Professional shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Professional or Professional's officers, directors, partners, employees, and consultants in the performance of Professional's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Professional, Professional's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, Professional's total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of Professional and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Professional's negligence bears to the total negligence of Client and all other negligent entities and individuals.
4. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

F. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

G. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 *Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 *Lien Notice*

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: _____

Client: _____

Professional: _____

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

R.A. Smith, Inc.

16745 West Bluemound Road

Brookfield, WI 53005

Client's Phone: _____

Professional's Phone: _____

Client's Email: _____

Professional's Email: _____

Directors Report – May 2026

Engineering

Road program including 2026 Roads along with seal coating program

Beginning Mid-June

Pleasant View culvert replacement, ARIP road project Lovers Lane South to Freistadt. (design being finalized, summer Ad, fall construction *tentative*)

Maple Rd. Bridge repair over Willow Creek. Repair of deteriorated west beam addresses remaining lifespan of the structure. (Quotes for repair being requested, budget and program bridge replacement/pursue grant funding)

CTH Q & STH 175 Intersection Signal Replacements. Improvements planned for advertisement this late summer for work in early 2027.

New engineering Technician Mark Johnson started Monday, June 1

Highways, Parks, Buildings, and Grounds

Full spring mode with mowing operations, mowing operations will transition to summer help as they onboard

Mastic application to address road settlement around manholes, inlets and water valves

Brush pick up began Monday, June 1 approximately 4 weeks in duration

Street light fixture replacement underway will be on-going throughout the summer

Many road culvert failures due to August and April extreme rain events Highway line item is exhausted, but work will continue to make the roads safe for the public. Culvert replaced on Indian Pkwy. Last week

Shelter repair at Fireman's Park is underway and will be completed by July 4th.

Flower Source Remediation and demo will resume June 9th. Should be completed by months end.

Down 1 operator due to retirement

Water Utility

Hydrant flushing completed

Commercial Meter replacements

400 residential meter replacements

On going hydrant repair throughout the Village

Valve exercising

Wastewater Utility

Wet Well cleaning

System Jetting area 3

Yard Waste upkeep/material processing

SSSA under DNR review letter forthcoming

Collection System Facilities Plan – Submitted to DNR on hold pending SSSA

Main St. and Old Farm Facilities Plan – Submitted to DNR on hold pending approval of the SSSA, and CSFP

Down 1 operator due to promotion