



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

**AGENDA
PUBLIC WORKS COMMITTEE
VILLAGE OF SUSSEX
6:00 P.M. TUESDAY, FEBRUARY 4, 2020
SUSSEX CIVIC CENTER- VILLAGE BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET**

Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Village of Sussex Public Works Committee, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under the Public Comments section of the agenda, during any Public Hearing(s) or if the rules are suspended to allow them to do so.)

1. Roll call.
2. Consideration and possible action minutes of the January 7, 2020 Public Works meeting.
3. Comments from citizens and correspondence/communications received from citizens.
4. Consideration and possible action on bills for payment.
5. Consideration and possible action on Utility Items:
 - A. Wastewater Treatment Facility Raw Sewage Pump #2 Replacement
 - B. Water Meter and Transmitter Purchase
6. Consideration and possible action on Sidewalk and Street Items:
 - A. Maple Avenue Inspection Services, Geotechnical Services, and Construction Contracts
7. Consideration and possible action on Other Public Works Items:
8. Staff report, update and issues, and possible action regarding subdivision, developments, and projects:
 - A. Engineer's Report
9. Other discussion for future agenda topics
10. Adjournment.

Tim Dietrich

Chairperson

Jeremy Smith
Village Administrator

Please note that, 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, contact the Village Clerk at 246-5200.

**DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM
THE PUBLIC WORKS COMMITTEE AND ARE
SUBJECT TO CHANGE UPON APPROVAL OF THE VILLAGE BOARD**

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Public Works Committee of
January 7, 2020**

1. Roll Call

The meeting was called to order by Chairman Dietrich at 6:00 p.m.

Members present: Trustee Tim Dietrich, Trustee Lee Uecker, Mike Schulist, and Trustee Michael Bartzen

Also present: Village Administrator Jeremy Smith, Assistant Village Administrator Kelsey McElroy-Anderson, Village Engineer/Public Works Director Judith Neu, Administrative Services Director Samuel Liebert, Captain Lisa Panas, President Greg Goetz Trustee Scott Adkins, and members of the Public.

A quorum of the Village Board was present at the meeting.

2. Consideration and possible action on minutes

A motion by Schulist, seconded by Bartzen to approve the December 3, 2019 meeting minutes as presented. Motion carried 4-0.

3. Comments from Citizens

No one was present who wished to be heard.

4. Consideration and possible action on bills for payment:

A motion by Uecker, seconded by Bartzen to recommend to the Village Board approval of bills for payment in the amended amount of \$742,995.82. Motion carried 4-0.

5. Consideration and possible action on Utility Items:

A. Timing Requirements for Connections to Public Utilities

A motion by Uecker, seconded by Dietrich to recommend to the Village Board approval of a policy to require connection to public utilities for properties located within the Village of Sussex (excluding new construction) no later than 10 years after the utility connection becomes available. The private septic and water system shall be tested every two years until they are abandoned. Motion carried 4-0.

6. Consideration and possible action on Sidewalk and Street Items:

A. 2020 Road Closures for Village Sponsored Events

A motion by Schulist, seconded by Bartzen to recommend to the Village Board approval of Resolution 20-03 approving road closures for 2020 Village sponsored events. Motion carried 4-0.

7. Consideration and possible action on Other Public Works Items:

A. Electric Scooters

Captain Panas presented information about electric scooters, and recommended no action by the Committee.

8. Staff Reports, update and issues, and possible action regarding subdivision, developments, and projects:

A. Engineer's Report

Mrs. Neu summarized the Engineer's Report included in the meeting packet.

B. Acceptance of Johannsen Farms Subdivision Improvements

A motion by Uecker, seconded by Schulist to recommend to the Village Board approval of Resolution 20-04 accepting the improvements for Johannsen Farms. Motion carried 4-0.

9. Other discussion for future agenda topics

None

10. Adjournment

A motion by Bartzen, seconded by Schulist to adjourn the meeting at 6:38 p.m.

Motion carried 4-0.

Respectfully submitted,

Kelsey McElroy-Anderson
Assistant Village Administrator

DRAFT

VILLAGE OF SUSSEX
PUBLIC WORKS COMMITTEE
BILLS FOR PAYMENT

2/4/2020

VENDOR	AMOUNT		%COMPLETED	NOTES
GRAEF	\$ 4,465.58	MAPLE AVE RECON-PROF. SERV. THRU 12/31/2019	98.10%	
R.A. SMITH NATIONAL	\$ 1,164.00	MAIN STREET RECON-PHASE 1 PROF. SERV. 11/1-30/2019	60.00%	
R.A. SMITH NATIONAL	\$ 776.00	MAIN STREET RECON-PHASE II PROF. SERV. 11/1-30/2019	94.00%	
R.A. SMITH NATIONAL	\$ 352.50	CLOVER DRIVE BRIDGE REPL - PROF. SERV. 12/1-31/2019	88.00%	
RUEKERT & MIELKE, INC.	\$ 193.75	GIS SERVICES - PROF. SERV. 11/23-12/27/2019	100.00%	
RUEKERT & MIELKE, INC.	\$ 204.75	ANCIENT OAKS DEV.-PROF. SERV FROM 11/23-12/27/2019	ONGOING	BILL TO DEVELOPER - CARITY LAND CORP.
RUEKERT & MIELKE, INC.	\$ 1,820.50	JOHANNSEN FARMS S/D-PROF. SERV FROM 11/23-12/27/2019	ONGOING	BILL TO DEVELOPER - KAEREK HOMES
RUEKERT & MIELKE, INC.	\$ 3,078.55	SUSSEX PRESERVE, JOHANNSEN FARMS, HIDDEN HILLS-GIS-PROF. SERVICES 11/23-12/27/2019	ONGOING	BILL TO DEVELOPERS PER K. FLUET
SELZER-ORNST CONSTRUCTION CO., LLC	\$ 246,854.00	SUSSEX PARK PAVILION - THRU 12/31/2019	57.00%	
SHORT ELLIOTT HENDRICKSON, INC.	\$ 1,359.78	WELL 8 WTP CA - PROF. SERV. THRU 12/28/2019	52.00%	
STARK PAVEMENT CORP.	\$ 157,690.56	GOOD HOPE ROAD RECON - 12/19-2/28/2020	98.00%	
TOTAL	\$ 417,959.97			



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MEMORANDUM

To: Public Works Committee
From: Dennis Wolf, Assistant Public Works Director Operations
Date: 1/23/2020
Re: WWTF Raw Sewage Pump #2

Raw sewage pump #2 had a severe vibration while operating, and we removed the pump in November 2019 from service and sent it to the factory for inspection and repair. Fairbanks Nijhuis disassembled the pump, sandblasted, cleaned and inspected all components. Pump inspection revealed wear and corrosion on the non-moving parts, to include; discharge head, column pipes, and diffuser bowl. These items can be welded and machined to restore the proper clearances.

Inspection on the parts of the pump that move and push the water; suction bell, impeller, shafts, and shaft tubes, all exhibit excessive wear and corrosion. All of these items are suggested to be replaced, along with bearings, hardware, and gaskets.

All sections of the pump will also be repainted, and a performance test run to insure proper operation.

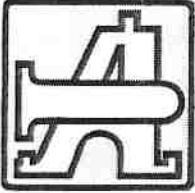
Costs:

Disassembly, cleaning, sandblasting and inspection:	\$ 36,750.00
Repairs, new parts, rebuild:	<u>34,757.00</u>
Total Pump Costs:	\$ 71,507.00

The pump would basically be a new pump, and be covered by the same warranty as new Fairbanks Nijhuis products. The price for a new pump would be around \$135,000.00

\$ 80,000 was budgeted for the pump repairs in the 2019 budget. The funds would come out of the wastewater treatment plant's equipment replacement fund, in which there is \$523,703.

PROPOSAL



L.W. ALLEN, INC.

4633 Tompkins Drive - Madison, WI 53716

A Full Service Distributor

Phone

608.222.8622

Fax 608.222.9414

PUMPS – CONTROLS – REPAIR CENTER

Sussex DPW Garage

PROPOSAL ID: 11102019MRB

N59W23525 Clover Drive
Sussex, WI 53089

REFERENCE: Rebuild Fairbanks VTSH Pumps

LOCATION: Sussex WI

Attn: **Jon Baumann**

BID DATE: November 14, 2019 Rev 1/9/2020

<p align="center"><u>FREIGHT IS F.O.B. ORIGIN</u></p> <p><input type="checkbox"/> ALLOWED <input type="checkbox"/> PREPAID & ADD <input checked="" type="checkbox"/> COLLECT</p>	<p>TERMS: NET-30 DAYS PER ATTACHED TERMS AND CONDITIONS</p> <p align="center">PRICES DO NOT INCLUDE SALES OR USE TAXES</p>
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ITEM	QUAN	DESCRIPTION	TOTAL PRICE
A	1	<p>L.W. Allen is pleased to provide a quotation for the following equipment and services.</p> <p>Rebuild One (1) VTSH</p> <p>Scope of Repair:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Receive pump to our Kansas City, KS Repair Facility (freight included) <input type="checkbox"/> Disassemble, Blast and Inspect all pump components <input type="checkbox"/> Provide Detailed Inspection Report <input type="checkbox"/> The following Components are Considered to be Reusable <ul style="list-style-type: none"> <input type="checkbox"/> Suction Bell <input type="checkbox"/> Impeller <input type="checkbox"/> Discharge Bowl <input type="checkbox"/> Enclosing Tubes <input type="checkbox"/> Line Shafts <input type="checkbox"/> Column Pipes <input type="checkbox"/> Discharge Head <input type="checkbox"/> Replace the following with OEM components. <ul style="list-style-type: none"> <input type="checkbox"/> Impeller Wear Ring <input type="checkbox"/> Impeller Hardware (Key, Stud, Washer, & Nut) <input type="checkbox"/> Restrictor Bushing <input type="checkbox"/> Suction Bell Wear Ring <input type="checkbox"/> Bowl Throttle Ring 	

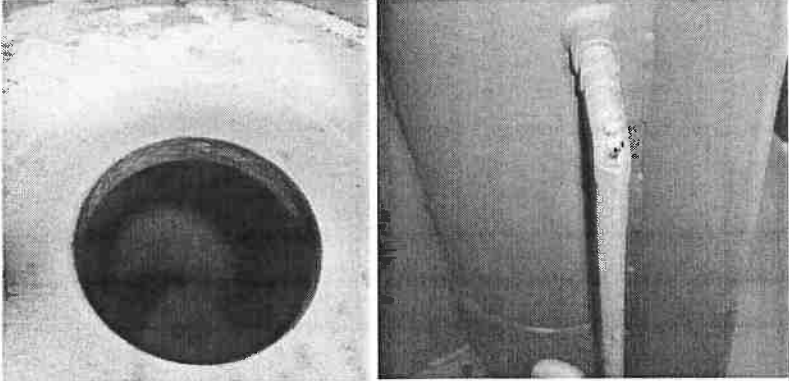
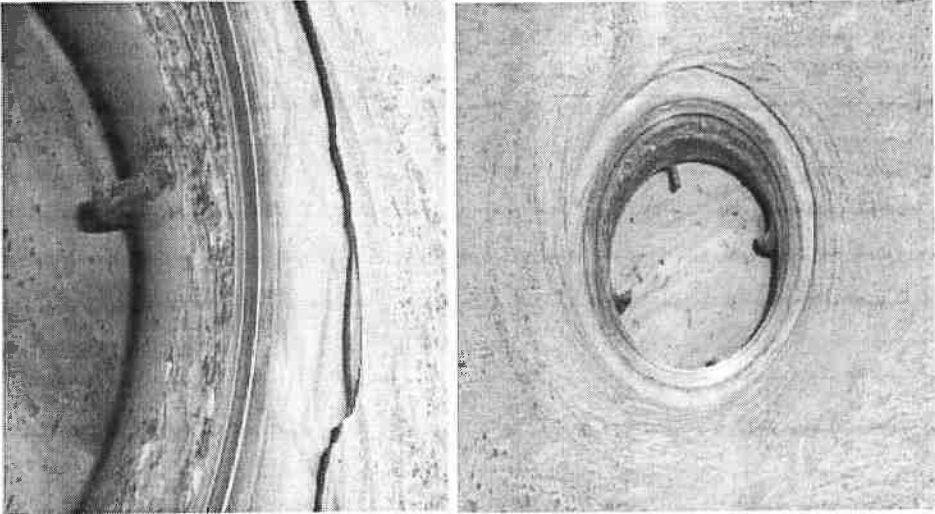
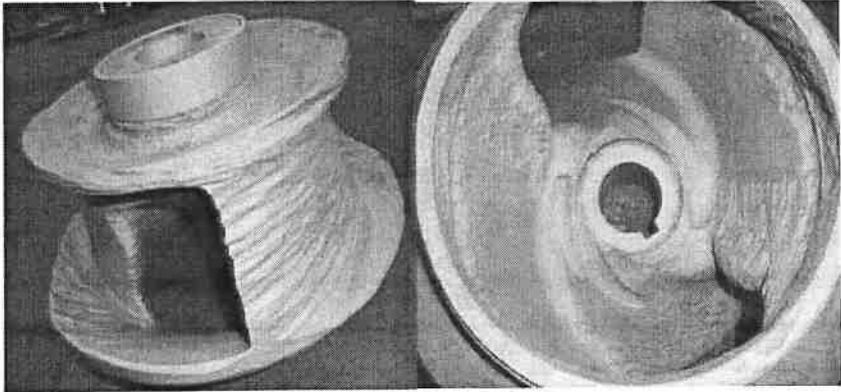
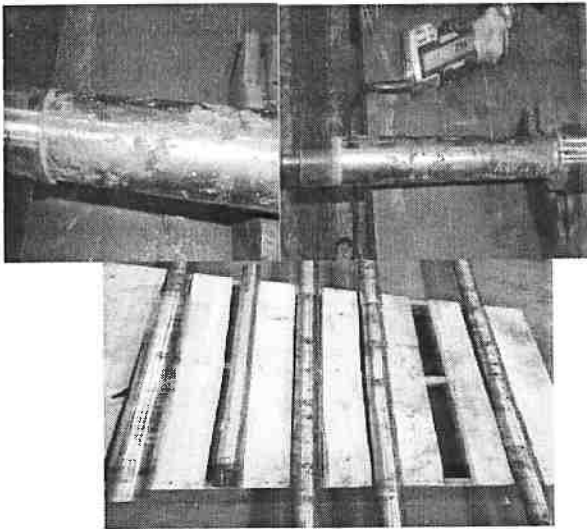
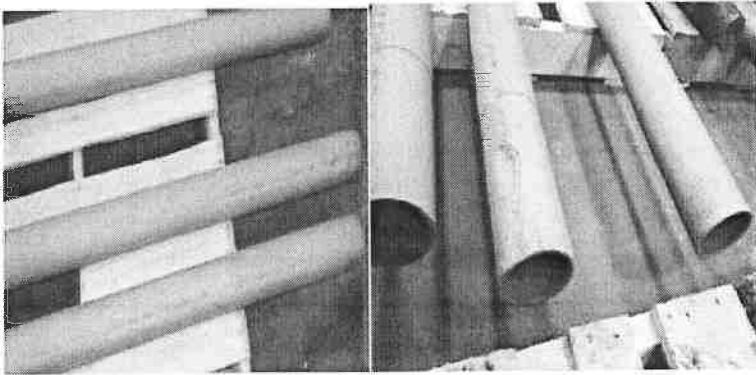
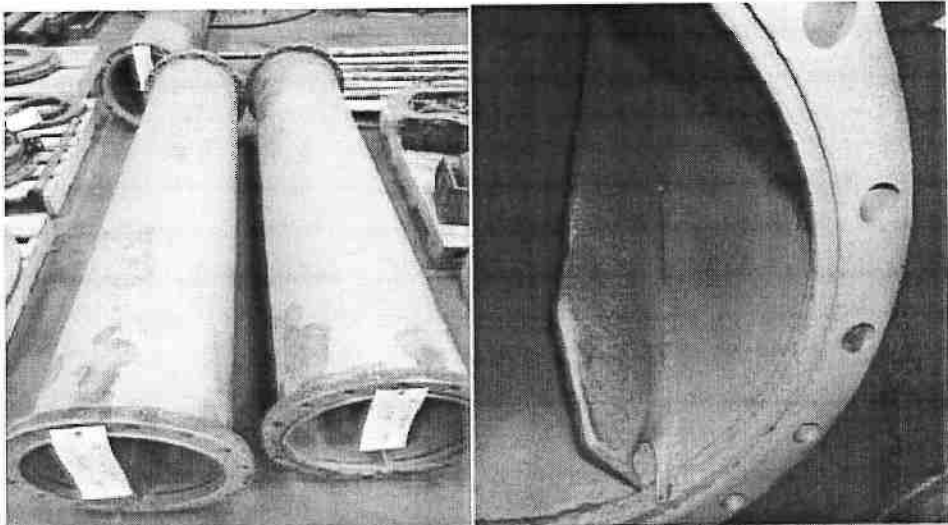

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		<ul style="list-style-type: none"> o Bowl Bearings o Shaft Sleeves o Couplings o Connector Bearings o Gaskets and Hardware (as needed) <input type="checkbox"/> Assemble Bowl Assembly and Perform an Enclosing Tube Flow Test <input type="checkbox"/> Reassemble the Pump Complete <input type="checkbox"/> Coat the Pump per our standard <input type="checkbox"/> Prepare unit for Shipment to Destination 	
		<p>A non-witness performance test is also included per pump. Please add an additional 2 weeks onto the lead time for this option.</p> <p>This quotation includes only the parts or processes specifically outlined above. Any additional parts or processes deemed necessary by F.N. after the inspection will be quoted separately at an extra cost. Additional parts or processes will be included only after the approval and authorization by the Customer. Warranty will be contingent on the inclusion of any processes deemed necessary by F.N.</p> <p>The above quotation is valid for 30 days after the date of this letter, and is subject to Pentair's standard Terms and Conditions (KC585), including the same warranty as new products. Our warranty covers defects in materials or workmanship for 1 year after start up, or 18 months after shipment, whichever comes first.</p>	
		<p>Total Investment.....\$ 36,750.00</p>	
B	1	<p>Additional Work Required</p> <p><u>Discharge Head</u></p> <p>The discharge head was inspected and measured against print dimensions. The motor, column, and packing box fit were measured to be out of print tolerances. These will need to be welded and machined back to print tolerances and ensure concentricity of all three fits. The drain tube is damaged and will need to be replaced.</p> <div style="display: flex; justify-content: space-around; align-items: center;">  </div>	

Image 1-2: worn packing box fit (left), damaged drain tube (right).

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		<p><u>Suction Bell</u></p> <p>The suction bell is in poor condition, and the bowl fit is undersized. The suction bell is severely washed out. We recommend replacing the suction bell.</p>  <p>Image 6-7: Suction bell washed out.</p> <p><u>Impeller</u></p> <p>The impeller is in very poor condition, and there is a lot of visible wear. The impeller hub O.D. and overall O.D. are undersized. We recommend replacing the impeller with a new part</p>  <p>Image 8-9: Impeller condition</p>	

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		<p><u>Pump Shaft/ Shafting</u></p> <p>The pump shaft upper and lower bearing journals were measured, and found to be undersize. The pump shaft is very corroded, and needs to be replaced. The motor, top shaft, and line shafts are also corroded, and we recommend replacing all of them with new parts.</p>  <p>Image 10-12: Corroded pump shaft/Corroded shafting</p> <p><u>Enclosing Tubes</u></p> <p>The enclosing tubes have many pitting's, and are eroded on the edges. Those edges are critical to bearing alignment, therefore the tubes must be replaced to ensure proper alignment of the line shafts.</p>  <p>Image 13-14: Enclosing tube pitting/Worn enclosing tube</p>	

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		<p><u>Column Pipes</u> The column pipes are in fair condition. However, the register fits are all out of tolerance and will need to be welded and machined to restore the proper clearances. In addition, one of the columns splitter vane is washed out.</p>  <p>Image 3-4: Column pipes/Splitter washed out.</p> <p><u>Diffuser Bowl</u> The diffuser bowl was inspected and measured against print tolerances. The column and bell fit were measured to be out of print tolerances. They will need to be welded and machined. The upper and lower bearing bores were within print tolerances, but the restrictor bushing bore is washed out, and it will need to be bored and sleeved.</p>  <p>Image 5: Restrictor bushing bore wash out</p>	

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		<p>Total Investment for additional repairs needed (after inspection).....</p> <p>Total cost to rebuild.....</p> <p>Not Included: Freight, tests, start-up services, by-pass pumping or additional parts or components not specifically identified in this quote, special paint coatings (other than standard), special features in motor (other than standard) or start up. Alignment is always affected during transportation – site alignment is required after installation and is the responsibility of the installing contractor. All required seal water lines, filters, etc. need to be installed and operational at the time of start-up. This is the responsibility of the installing contractor.</p> <p>The above quotation is valid for 30 days after the date of this letter, and is subject to Pentair's standard Terms and Conditions (KC585), including the same warranty as new products. Our warranty covers defects in materials or workmanship for 1 year after start up, or 18 months after shipment, whichever comes first. Taxes are excluded, and will be billed separately, as applicable.</p> <p>As always, Fairbanks Nijhuis appreciates your business and stands ready to address any questions or comments that you may have.</p> <p>Delivery 10 to 12 weeks after approval by Village of Sussex.</p>	<p>\$ 34,757.00</p> <p>\$ 71,507.00</p>

ACCEPTED THIS _____ DAY OF _____, 20____ PRICE FIRM FOR 30 DAYS

Village of Sussex SUBMITTED THIS: November 14, 2019

NAME OF PURCHASER

BY: _____ L.W. ALLEN, INC.-BY: Rick Bartelt

NAME & TITLE

Terms and Conditions

Controlling Provisions: These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide (whether received by Seller prior or subsequent to date hereof), and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Quotations and Acceptance: Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment and approval of the quotation as written and an acceptance of the Terms and Conditions hereof. Written quotations shall expire on the date specified in the quotation or, in the absence of such specification, thirty calendar days from the date issued. Seller may, by written notice, terminate a quotation at any time prior to acceptance. Any purchase order received after expiration of a quotation, which Seller honors, shall be subject to all of the Terms and Conditions hereof.

Submittal Drawings: Submittal of drawings for approval, if required, will be made after receipt of complete information from buyer. The quantity of the submittal drawings will be as specified in the contract documents. Additional sets will be supplied at \$150.00 per set. Return to Seller of one (1), final approved drawing constitutes notice to Seller to proceed with manufacturer. If this order is conditioned upon "engineer approval" Seller requires written notification from buyer in the form of approved submittal data.

Force Majeure: Seller shall not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damages suffered by the buyer due to such delay or failure, when the delay or failure is, directly or indirectly, caused by or arises from delays of suppliers or carriers or any other cause beyond Seller's control.

Prices and Taxes: All prices are F.O.B. factory unless expressly stated otherwise. Prices do not include sales, excise, municipal, state or other governmental taxes. Buyer shall be responsible for all taxes.

Credit Approval: The credit terms specified on the face hereof are subject to Seller's continuing approval of Buyer's credit. Seller may withdraw the extension of credit and require modified payment terms if, in Seller's sole judgment, Buyer's credit or financial standing is impaired to the point where Seller in good faith deems itself insecure.

Delivery: Unless otherwise specified in this quotation, delivery will be F.O.B. Seller's point of shipment. Buyer will accept delivery within twenty (20) days after Seller notifies Buyer that the equipment is ready for shipment. If Buyer does not furnish exact shipping instructions within ten (10) days after acceptance of this proposal, Seller will select, at its discretion, the means and terms of shipment. Seller will not be liable for any loss resulting from such selection. The time of delivery is an estimate only, and Seller may change such time if it does not receive the information and approvals necessary to proceed with the manufacture of equipment.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the equipment shall pass to Buyer upon delivery of the equipment to the carrier. Buyer shall immediately inspect equipment upon receipt and any damage must be noted on the carrier's bill of lading at time of receipt. Seller is not liable for any shortages or nonconformance unless notified by Buyer within 10 days of Buyer's receipt of the equipment. Buyer will make all claims for loss or damage in transit against the carrier.

Changes, Cancellations, Returns: All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation/return policies and subject to restocking fees and service charges. Authorized returned equipment must be packaged and shipped prepaid to manufacturer.

Payment: Unless the Seller extends alternative credit terms, 90% of the total purchase price is due net 30 days after delivery of equipment (but in all cases prior to field service start-up, if earlier) and the remaining 10% is due upon start-up of equipment by Seller's field technician, but in no event more than 90 days after shipment of equipment. Any balance owed by Buyer after the due date is subject to a 1.5% per month delinquency charge until paid. **FIELD START-UP SERVICE CANNOT BE AUTHORIZED WITHOUT RECEIPT OF PAYMENT IN THE AMOUNT OF 90% OF THE TOTAL PURCHASE PRICE.** If no start-up is required, 100% payment is due net 30 days from invoice date. **BUYER'S PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY.**

Indemnification and Default: In addition to all other amounts due hereunder, buyer shall reimburse Seller in full for all collection costs or changes, including reasonable attorney fees, which Seller may incur in the collection of past due amounts from buyer, including interest on overdue accounts. If buyer is in default under this or any other agreement with Seller, Seller may defer performance hereunder until such default is cured. Seller shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

Security Interest: Seller shall retain a security interest in the equipment until the full purchase price has been paid. Buyer's failure to pay any amounts due shall give Seller the right to possession and removal of the equipment after providing ten (10) days written notice. Seller's taking of such possession shall be without prejudice to any other remedies Seller may have.

Warranty and Liability: Buyer shall have such warranty rights, and only such warranty rights, as may be extended by the manufacturer of the product. The terms and conditions of any such warranty rights are set forth in the Manufacturer's Operation/Maintenance Manual which accompanies each product. Seller does not otherwise offer any guaranty or warranty for the product. Seller disclaims any and all warranties; express or implied, including the warranties of merchantability and fitness, except as may be set forth in the terms and conditions of sale in this Agreement or in any express written warranty which seller may have otherwise extended to Buyer for the product.

Seller shall not be liable for any damages, charges for labor, or expense in making repairs or adjustments to the product without prior written approval of Seller. Seller shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or service by Buyer or any third party. Seller shall not be liable for startup or any other field work performed by personnel other than authorized representatives of Seller unless expressly approved in writing in advance by Seller. Seller shall in no event be liable for any consequential, incidental or liquidated damages or penalties. Seller's liability under this Agreement shall in no event exceed the lesser of: (i) the cost of remediating any defect or deficiency in the performance of Seller hereunder; or (ii) the purchase price of the product in respect of which the claim is made.

Operation/Maintenance Manuals: Buyer's installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation in contract documents. If none specified, one will be provided at no added cost, with additional copies at \$150.00 each.



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MEMORANDUM

To: Public Works Committee
From: Jon Baumann, Public Works Foreman
Date: 1/22/20
Re: Water Meter/Transmitter Purchase

The Village of Sussex Water Utility is continuing its annual water meter/transmitter replacement program. With this program the Water Utility will replace meters/transmitters that are outdated and beyond their life cycle. This purchase would also help maintain a lean inventory for all new residential and nonresidential customers.

Staff is requesting to purchase:

168 – Badger M25 polymer meters @ \$47.00 each = \$7,896.00
168 – ORION ME transmitters @ \$136.50 each = \$30,576.00
5 – 1” E-Series meters w/ORION ME transmitters @ \$363.00 each = 1,815.00
3 – 1 ½” E-Series meters w/ORION ME transmitters @ \$812.00 each = \$2,436.00
2 – 2” E-Series meters w/ORION ME transmitters @ \$1,055.00 each = \$2,110.00

Total Cost: \$44,833.00

\$45,000 was budgeted to purchase these meters as part of the approved Capital Outlay in the 2020 Water Utility Budget.



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MEMORANDUM

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: January 31, 2020
Re: Maple Avenue Reconstruction:

Construction Bids, Inspection Services and Geotechnical Services Recommendations

Before the Committee tonight are the five contracts necessary for the construction phase of Maple Avenue. The construction has been split into two contracts (#1 – South/Central/Main and #2 – North).

We expect construction to start in late March / Early April, weather permitting. The contractor will have until November 13, 2020 to complete Maple Avenue Reconstruction #1 (South/Central/Main St) and until October 30, 2020 to complete Maple Avenue Reconstruction #2 (North).

Maple Avenue Reconstruction #1 and #2 Construction Bids:

Bids for Maple Avenue Reconstruction #1 and Maple Avenue Reconstruction #2 were received and opened at 2:00 PM on Thursday, January 30, 2020. Four (4) bids were received for Maple Avenue Reconstruction #1 and four (4) bids were received for Maple Avenue Reconstruction #2 and are listed below.

Maple Avenue Reconstruction #1 (South/Central/Main St):

Contractor	City, State	Total Base Bid
Super Western, Inc.	Menomonee Falls, WI	\$ 6,572,935.05
LaLonde Contractors, Inc.	Waukesha, WI	\$ 6,597,916.15
Stark Pavement Corporation	Brookfield, WI	\$ 6,623,615.75
Musson Bros., Inc.	Brookfield, WI	\$ 7,124,467.74

Maple Avenue Reconstruction #2 (North):

Contractor	City, State	Total Base Bid
Stark Pavement Corporation	Brookfield, WI	\$ 4,007,131.75
LaLonde Contractors, Inc.	Waukesha, WI	\$ 4,023,013.02
Super Western, Inc.	Menomonee Falls, WI	\$ 4,219,781.21
Musson Bros., Inc.	Brookfield, WI	\$ 4,404,222.84

Staff has reviewed the bids and the qualifications of Super Western, Inc. the low bidder for Maple Avenue Reconstruction #1; and reviewed the bids and the qualifications of Stark Pavement Corporation the low bidder for Maple Avenue Reconstruction #2. Based on previous work done for the Village of Sussex and other municipalities, and a review of their Prequalification Statement and Bidders Proof of Responsibility, we find that they are capable of performing the work described in the Contract Documents.

The Village's Capital Improvement Plan (2018) had estimated Maple Avenue construction costs of \$10.5 million. The bids came in at \$10.58 million. Funds from the Water Utility, Sewer Utility, Stormwater Utility, and General Fund will be used to cover the cost of this project.

Consultant Inspection and Survey/Construction Staking Services

Consultant Inspection and Survey/Construction Staking Services Proposals were solicited in January 2020 for the Maple Avenue Reconstruction Projects #1 and #2. Six (6) Consultants were interviewed on January 16, 2020.

Combined Contracts for Projects #1 and #2:

Consultant	City, State	Total Points	Consultant's Estimated Cost After Resource Leveling
raSmith	Brookfield, WI	81	\$640,350.00
Kapur	Milwaukee, WI	74	\$709,980.00
Graef	Milwaukee, WI	61	\$658,552.00
Ruekert-Mielke	Waukesha, WI	60	\$688,260.00
Ayres	Waukesha, WI	58	\$636,038.00
The Sigma Group	Milwaukee, WI	50	\$592,300.00

Staff has reviewed the proposals, scored the proposals and interviews, and adjusted the anticipated hours so that all consultants' hours were equal. The proposals were evaluated based on the qualifications of the lead inspector; qualifications of other members of the team; project documentation; an interview with the project team; and cost. raSmith scored the highest in the competitive quality-based selection process. This was based on the quality of their lead inspector and project team. The company has a proven track record with the Village of Sussex. They provided consultant inspection and survey/construction staking services for Phase 1 and Phase 2 of the Main Street reconstruction project as well as Good Hope Road reconstruction. The lead inspector assigned to this project, Mike Mentzel, has over 30 years of experience. Staff recommends raSmith for the Consultant Inspection and Survey/Construction Staking Services for both projects #1 and #2.

This is a Time and Materials project. Staff will monitor the costs as the project progresses, but the number of inspection hours needed are difficult to predict (as evidenced by the wide range of consultant estimated costs listed in their proposals), because they are very dependent on the Contractor's work hours and situations encountered in the field.

Geotechnical Services

Geotechnical Service Proposals for the Maple Avenue Reconstruction Projects #1 and #2 were received and opened on January 8, 2020. Two (2) proposals were received and are summarized below. Staff recommends entering into a contract with **Giles**, to complete the Geotechnical Services for this project.

Combined Contracts for Projects #1 and #2:

Consultant	City, State	Consultant's Estimated Cost After Resource Leveling
Giles Engineering Associates, Inc.	Waukesha, WI	\$37,520.00
Professional Service Industries, Inc. (PSI), an Intertek Company	Waukesha, WI	\$40,330.00

This is a Time and Materials project. Staff will monitor the costs as the project progresses.

Street Lighting:

Staff continues to work with We-Energies to finalize the design for the street lighting on Maple Avenue as directed by the Board. The estimated cost for this work is \$350,000.

Recommendations:

Staff recommends that all five contracts be awarded as follows:

Construction of Project #1: Super Western, Inc. – per their bid, **\$6,572,935.05.**

Construction of Project #2: Stark Pavement Corporation – per their bid, **\$4,007,131.75.**

Inspection and Survey Consultant: raSmith – per their proposal after resource leveling for Inspection and Survey/Construction Staking Services, **\$640,350.00.**

Geotechnical Consultant: Giles Engineering Associates, Inc. – per their proposal after resource leveling for Geotechnical Services, **\$37,520.00.**

Street Lighting: WE-Energies – per staff estimate for street lighting, **\$350,000.00.**

The total cost of these five contracts is \$11,607,936.80. We recommend that a contingency of \$1,160,793.20 (+/- 10% of total cost), be established for a total allocation of **\$12,768,730** for these contracts.

**CONTRACT BETWEEN
THE VILLAGE OF SUSSEX
AND
raSmith
FOR
PROFESSIONAL ENGINEERING
SERVICES**

This Agreement, entered into this 11th day of February, 2020 by and between the Village of Sussex (VILLAGE) and raSmith (CONSULTANT);

WITNESS THAT:

WHEREAS, the VILLAGE proposes its Maple Avenue Reconstruction (PROJECTS) and seeks certain professional services, which services are described in Section III, to oversee the PROJECTS described as follows:

Survey/Construction Staking and Inspection Services for all work associated with both projects, including but not limited to:

South and Center Sections: approximately 1.1 miles of roadway reconstruction, including concrete pavement, concrete curb and gutter, concrete sidewalks, concrete and asphalt driveways, storm sewer, sanitary sewer, water main, excavation common, soldier pile wall construction, construction of box culvert extensions with stone pillars and decorative railings, landscape restoration, traffic control, pavement markings, street trees, and erosion control – as depicted in the Maple Avenue Reconstruction project plans and specifications. The work also includes 2-Inch mill and overlay with pavement removals on Main Street, replacement of concrete curb and gutter sections, replacement of concrete sidewalk and driveway sections, a sidewalk extension, replacement of storm sewer structures and piping, manhole repairs and replacements, sanitary sewer spot repairs and lining, new street lighting, landscape restoration, traffic control, pavement markings, and erosion control. See also Attachment A (Attachment A is the Request for Proposals (RFP), and Consultant Proposal, made part of this CONTRACT by reference).

North Section: approximately 1 miles of roadway reconstruction, including concrete pavement, concrete curb and gutter, concrete sidewalks, concrete and asphalt driveways, storm sewer, sanitary sewer, water main, excavation common, landscape restoration, traffic control, pavement markings, and erosion control – as depicted in the Maple Avenue Reconstruction project plans and specifications. See also Attachment A (Attachment A is the Request for Proposals (RFP), and Consultant Proposal, made part of this CONTRACT by reference).

WHEREAS, the VILLAGE wishes to engage the Services of a professional engineering consultant to provide certain engineering Services as hereinafter set forth; and

WHEREAS, the CONSULTANT represents itself as being capable, experienced, and qualified to undertake and perform those certain Services, hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of the contract as an independent entrepreneur and not as an employee of the VILLAGE, and agrees to furnish such Services as hereinafter described.

NOW, THEREFORE, the VILLAGE AND CONSULTANT, in consideration of the premises and the mutual promises and understandings hereinafter contained, agree as follows:

SECTION I - RETENTION OF SERVICES

VILLAGE hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to personally perform, as an independent consultant and not as an employee of the VILLAGE, the Services hereinafter set forth, all in accordance with the terms and conditions of this CONTRACT. The CONSULTANT agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.

The VILLAGE ENGINEER shall administer this CONTRACT specifically as related to work performed by the CONSULTANT. The VILLAGE ENGINEER will transmit all instructions, comments, and approvals to the CONSULTANT, and be the recipient of all submittals by the CONSULTANT. The word "CONSULTANT" means a person, or entity, including all employees, sub-consultants and other assigns, whether public or private, that enters into contract with the VILLAGE.

VILLAGE Representative is Judith A. Neu, P.E., Village Engineer / Public Works Director
Address: Village of Sussex, N64 W23760 Main Street, Sussex, WI 53089
Phone & E-mail: 262-246-5229, jneu@villagesussex.org

CONSULTANT Representative is Patrick Zimmer, P.E., Associate, Director of Construction Services, raSmith
Address: 16745 West Bluemound Road, Brookfield, WI 53005-5938
Phone Number & E-mail: 262-317-3324, Patrick.Zimmer@raSmith.com

SECTION II - REQUIREMENTS

The CONSULTANT is required to:

- A. Perform, do and carry out in a satisfactory, timely, and proper manner, the Services delineated in this CONTRACT.
- B. Comply with requirements listed with respect to reporting on progress of the Services, additional approvals required, and other matters relating to the performance of the Services.
- C. Comply with time schedules and payment terms.

SECTION III - SCOPE OF SERVICES

A. GENERAL

- (1) The work under this CONTRACT shall consist of performing those phases or portions of the engineering for the PROJECT necessary or incidental to accomplish the PROJECT responsibilities, which are hereinafter specified.
- (2) The CONSULTANT shall furnish all Services and labor necessary to conduct and complete the work, and shall furnish all materials, equipment, supplies, and incidentals other than those which are hereinafter designated to be furnished by others.
- (3) The work under this CONTRACT shall at all times be subject to the approval of the VILLAGE ENGINEER.
- (4) The Services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession.
- (5) The CONSULTANT shall from time to time during the progress of the work confer with the VILLAGE ENGINEER, and shall prepare and present such information as may be pertinent and necessary or as may be requested by the VILLAGE ENGINEER to enable them to pass judgment on the features of the work. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the work as may be required by the VILLAGE ENGINEER.
- (6) The CONSULTANT shall do, perform, and carry out all of the tasks and obligations outlined in this CONTRACT SCOPE OF SERVICES. The CONSULTANT shall complete all the work under this CONTRACT without substantial change to the Project Team or the Project Approach.

B. WORK TASKS

It is understood by the parties to the CONTRACT that the CONSULTANT's Scope of Services covered under this CONTRACT shall include those engineering and related Services enumerated in the VILLAGE's Request for Proposal dated December 17, 2019 and the CONSULTANT's Proposal dated January 8, 2020 (Attachment A, made part of this CONTRACT by reference), and as enumerated hereafter:

- (1) CONSULTANT shall provide Survey/Construction Staking and Inspection Services.
- (2) CONSULTANT will prepare daily construction reports for the Maple Avenue Reconstruction project as described in the RFP. The CONSULTANT will send daily construction reports to the VILLAGE every day.
- (3) CONSULTANT shall assist Engineer as needed to address unexpected field conditions.

SECTION IV - SPECIFIC CONDITIONS OF PAYMENT

- A. The CONSULTANT shall be compensated for services on a time and materials, Not to Exceed, basis in the amount of \$526,926.00. In the event that the proposed cost of \$526,926.00 is to be exceeded, before exceeding that cost, the CONSULTANT shall provide a written request to the VILLAGE for compensation for additional services; and no such additional services shall be performed unless the Village approves exceeding such amount. The time and materials charges made by the CONSULTANT under this contract shall be limited to the following:

Hourly Rates for various CONSULTANT staff professionals as listed in the Professional Fees Cost Proposal submitted January 8, 2020, and attached as part of Attachment A. Mileage and other typical expenses will be charged to the PROJECT as direct expense as part of the Not to Exceed amount.

- B. PROGRESS PAYMENTS. The CONSULTANT shall submit invoices to the VILLAGE ENGINEER for partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis. Such invoices shall cover payment to the CONSULTANT for work performed by the CONSULTANT on each individual work activity. Invoices shall show hours worked by each staff professional. A brief progress report shall accompany each invoice. The VILLAGE ENGINEER will examine such invoices, and if found to be acceptable according to the CONTRACT, payment shall be made. Final payment of the balance due the CONSULTANT for the completed PROJECT shall be made upon completion and acceptance of the work performed. The VILLAGE shall pay the CONSULTANT's approved invoices within 45 days after invoice receipt. Where VILLAGE reasonably disputes some portion of the charges contained in the CONSULTANT's bill for Services, the VILLAGE shall make prompt payment of that portion of the bill which is undisputed, and shall notify the CONSULTANT in writing of the reason for its dispute.

SECTION V - TIME OF PERFORMANCE

- A. The Services to be performed under the terms and conditions of the CONTACT shall be in force and shall commence upon execution of the CONTRACT by the CONSULTANT and upon written notice from the VILLAGE ENGINEER to proceed. The work under this CONTRACT shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this CONTRACT.
- B. It is the intent of the VILLAGE and the CONSULTANT that all of the Services required to be performed hereunder by the CONSULTANT shall be finished after the construction phase of the PROJECT. The construction phase is likely to begin on or about April 1, 2020 and to be completed on or about November 13, 2020 in accordance with the schedule in the Request for Proposal.

SECTION VI - CONDITIONS OF PERFORMANCE AND COMPENSATION

- A. PERFORMANCE.
The CONSULTANT agrees that the performance of CONSULTANT's work, Services and the results therefrom, pursuant to the terms, conditions and agreements of this CONTRACT, shall conform to such recognized professional standards as are prevalent in this field of endeavor and like Services.

B. PLACE OF PERFORMANCE.

The CONSULTANT shall conduct CONSULTANT's Services as required under the terms and conditions of this CONTRACT at such place or places as is necessary which will enable the CONSULTANT to fulfill CONSULTANT's obligation under this CONTRACT.

C. ADDITIONAL FRINGE OR EMPLOYEE BENEFITS.

The CONSULTANT shall not receive nor be eligible for any fringe benefits or any other benefits to which VILLAGE salaried employees are entitled to or are receiving.

D. TAXES, SOCIAL SECURITY, INSURANCE & GOVERNMENT REPORTING.

Personal income tax payments, social security, insurance and all other governmental reporting and contributions required as a consequence of the CONSULTANT receiving payment under this CONTRACT shall be the sole responsibility of the CONSULTANT.

The CONSULTANT shall be solely responsible to meet CONSULTANT insurance needs as specified below during the terms of this CONTRACT or any extension thereof.

General Liability:

General Aggregate	\$1,000,000
Products Comp/Ops Aggregate	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Expense (Any One Person)	\$5,000

Automobile Liability:

Bodily Injury, Each Person	\$1,000,000
Bodily Injury, Each Accident	\$1,000,000
Property Damage, Each Accident	\$1,000,000

Excess Liability:

Umbrella Form - Each Occurrence	\$5,000,000
Umbrella Form - Aggregate	\$5,000,000

Worker's Compensation and Employer's Liability

State	Statutory
Federal	Statutory
Bodily Injury, Each Accident	\$100,000
Bodily Injury, Each Employee	\$100,000

Professional Liability:

Aggregate/Occurrence	\$1,000,000
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A Waiver of Subrogation in favor of the additional insured shall apply to General Liability and Worker's Compensation as follows: Village of Sussex and its Officials and Employees.

A Certificate of Insurance shall be provided to the VILLAGE ENGINEER in a form

approved by the Village Attorney, as evidence thereof naming the VILLAGE as an additional insured and showing the CONSULTANT is covered by the above required types and amount of insurance, providing for a thirty (30) day notice to the VILLAGE prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as “shall endeavor to notify” are unacceptable and shall be rejected.

E. **SUBCONTRACTING.**

The CONSULTANT shall not subcontract for the performance of any of the Services herein set forth without prior written approval obtained from the VILLAGE ENGINEER.

SECTION VII - METHOD OF PAYMENT

The VILLAGE agrees that subsequent to the full and complete performance of this CONTRACT, and satisfactory performance of the Services as specified in Section II and Section III, to pay the amount or amounts as herein set forth. The conditions of payment are as follows: Compensation for Services required under this CONTRACT shall be contingent upon each activity being reviewed for approval, and being approved for payment by the VILLAGE ENGINEER, as stipulated in Section IV.

SECTION VIII - INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the VILLAGE harmless from any damage, liability or cost (including attorney’s fees and costs of defense) to the extent caused by the CONSULTANT’s acts, errors or omissions in the performance of professional services under this CONTRACT and those of its sub-consultants or anyone for whom the CONSULTANT is legally liable. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.

SECTION IX - REGULATIONS

The CONSULTANT agrees to comply with requirements of federal, state and local laws as well as codes, specifications and requirements related to the performance of the work under this CONTRACT.

SECTION X - FINAL SETTLEMENT

The CONSULTANT shall notify the VILLAGE in writing when the CONSULTANT has determined that the Services under this CONTRACT have been completed. Upon the VILLAGE’s subsequent determination that the Services have been satisfactorily completed, the VILLAGE will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed Services. Unless the CONTRACT has been terminated prior to the completion of the Services, the CONTRACT shall not be considered terminated upon completion and acceptance of the Services, or upon final payment therefore, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections in the Services as are necessary to correct errors or omissions made by the CONSULTANT in the Services, or for the purposes of having the CONSULTANT make revisions in the Services at the request of the VILLAGE as “Extra Services.” The CONTRACT shall be considered terminated when the construction of the PROJECT

has progressed sufficiently to make it manifest that the construction can be completed without further revisions in the Services, or the CONSULTANT is released prior to such time by written notice from the VILLAGE, or if more than one (1) year has elapsed following formal written notification of final acceptance of the Services by the VILLAGE.

SECTION XI - TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner their obligations under this CONTRACT, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of the CONTRACT, the VILLAGE shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the CONSULTANT, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the Services prepared by the CONSULTANT under this CONTRACT shall, at the option of VILLAGE, become the property of the VILLAGE. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the VILLAGE for damages sustained by the VILLAGE, and VILLAGE may withhold any payments to the CONSULTANT for the purpose of set off until such time as the exact amount of damages due to the VILLAGE from the CONSULTANT is determined. If through no fault of the CONSULTANT, the VILLAGE shall fail to fulfill in a timely and proper manner, its obligations under this CONTRACT, or if the VILLAGE shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CONSULTANT shall thereupon have the right to terminate this CONTRACT by giving written notice to the VILLAGE of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

SECTION XII - TERMINATION FOR CONVENIENCE OF THE VILLAGE

The VILLAGE may terminate this CONTRACT at any time for any reason by giving at least ten (10) days notice in writing from the VILLAGE to the CONSULTANT. If the CONTRACT is terminated by the VILLAGE as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the Services actually and satisfactorily performed bear to the total Services of the CONSULTANT covered by this CONTRACT, less payments for such Services as were previously made plus all reimbursed expenses payable under this CONTRACT. If this CONTRACT is terminated due to the fault of the CONSULTANT, Section X thereof, relative to termination, shall apply.

SECTION XIII - CHANGES

The VILLAGE may, from time to time, request changes in the Scope of Services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation which are mutually agreed upon by and between the VILLAGE and the CONSULTANT, shall be incorporated in written amendments to the CONTRACT. Further, if in the CONSULTANT's opinion, said changes involve work not included in the terms or Scope of Services of this CONTRACT, the CONSULTANT must notify the VILLAGE in writing if it is believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee requested. The VILLAGE shall review the CONSULTANT's submittal and, if acceptable, will approve a change order as an amendment to this CONTRACT. Work under a

change order shall not proceed until so authorized by the VILLAGE. Such change orders shall include appropriate time extensions when warranted.

SECTION XIV - PERSONNEL

- A. The CONSULTANT represents that they have or will secure at their own expense all personnel required in performing the Services under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.
- B. All of the Services required hereunder will be performed by the CONSULTANT or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or Services covered by this CONTRACT shall be subcontracted without the prior written approval of the VILLAGE. All additional work or Service that is subcontracted shall be specified by written CONTRACT or agreement and shall be subject to each provision of this CONTRACT. The CONSULTANT shall be as fully responsible to the VILLAGE for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

SECTION XV - ASSIGNABILITY

The CONSULTANT shall not assign any interest in this CONTRACT and shall not transfer any interest in same (whether by assignment, notation or any other manner), without the prior written consent of the VILLAGE. Provided, however, that claims for money due or to become due the CONSULTANT from the VILLAGE under the CONTRACT may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the VILLAGE.

SECTION XVI - RECORDS

- A. ESTABLISHMENT AND MAINTENANCE OF RECORDS.
Records shall be maintained in accordance with requirements prescribed by the VILLAGE with respect to all matters covered by this CONTRACT. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this CONTRACT.
- B. DOCUMENTATION OF COSTS.
Record of all costs shall be maintained by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this CONTRACT and shall be clearly identified and readily accessible.

SECTION XVII - REPORT AND INFORMATION

At such times and in such forms as VILLAGE may require, there shall be furnished to VILLAGE, at the VILLAGE's expense, copies of such statements, records, reports, data and information as the VILLAGE may request pertaining to matters covered by this CONTRACT.

SECTION XVIII - AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the VILLAGE, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may deem necessary, there shall be made available to the VILLAGE or such agency for examination, all of the CONSULTANT's records with respect to all matters covered by this CONTRACT and will permit the VILLAGE or such agency and/or representative of the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, condition of employment and other data relating to all matters covered by this CONTRACT.

SECTION XIX - CONFLICT OF INTEREST

- A. Interest in CONTRACT. No officer, employee or agent of the VILLAGE who exercises any functions or responsibilities in connection with the carrying out of any Services or requirements to which this CONTRACT pertains, shall have any personal interest, direct or indirect, in this CONTRACT.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this CONTRACT shall have any personal interest, direct or indirect, in this CONTRACT.
- C. Interest of CONSULTANT and Employees. The CONSULTANT covenants that no person described in Sections XIX A. and B. above who presently exercises any functions or responsibilities in connection with the CONTRACT has any personal financial interest, direct or indirect, in this CONTRACT. The CONSULTANT further covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of their Services hereunder. The CONSULTANT further covenants that in the performance of this CONTRACT no person having any conflicting interest shall be employed.

SECTION XX - DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this CONTRACT there will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin, and affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, gender or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard of race, color, religion, sex orientation, sex or national origin.

- B. No person in the United States shall, on the grounds of race, color, religion, sexual orientation, gender or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this CONTRACT. The VILLAGE and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONSULTANT will cause the foregoing provisions of this section to be inserted in all subcontracts, if any, for any work covered by this CONTRACT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

SECTION XXI - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this CONTRACT, all PROJECT CONTRACT DOCUMENTS shall be delivered to and become the property of the VILLAGE. These record drawings and reports, etc., may be used without restriction by the VILLAGE for any public purpose. Any such use or reuse of these documents outside the scope of the PROJECT shall be without compensation or liability to the CONSULTANT.

SECTION XXIII DATA

Please see Exhibit B.

SECTION XXIV ACCURACY OF INFORMATION

The CONSULTANT shall indicate to the VILLAGE the information needed for rendering Services hereunder, as well as likely sources of this information, with such sources to include but not be limited to the VILLAGE.

IN WITNESS WHEREOF, the parties hereto have had these presents duly executed in their respective names by their respective officers as of the date and year first above written.

In the Presence of

R.A. Smith, Inc.
Consultant

Patrick T. Zimmer 1/28/2020
Patrick T. Zimmer, P.E. Date
Director of Construction Services

VILLAGE OF SUSSEX

Village President Date

This is to certify that provisions have been made to pay the expenses that will accrue under the Contract.

Clerk Date

Exhibit B

Public Records Notice. VILLAGE and CONSULTANT recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, VILLAGE and CONSULTANT agree as follows. When VILLAGE receives public records requests for matters that VILLAGE believes might be proprietary or confidential information, VILLAGE will notify CONSULTANT of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), CONSULTANT shall either provide VILLAGE with the record that is requested, for release to the requestor; or CONSULTANT shall advise VILLAGE that CONSULTANT objects to the release of the requested information, and the basis for objection. If for any reasons VILLAGE concludes that VILLAGE is obligated to provide a record to a requestor that is in CONSULTANT's possession, CONSULTANT shall provide such records to VILLAGE immediately upon VILLAGE's request. CONSULTANT shall not charge for work performed under this paragraph, except for the "actual, necessary, and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

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



GILES

ENGINEERING ASSOCIATES, INC.

GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION MATERIALS CONSULTANTS

- Atlanta, GA
- Dallas, TX
- Los Angeles, CA
- Manassas, VA
- Milwaukee, WI

January 7, 2020
January 27, 2020 - Revised

Village of Sussex
N64W23760 Main Street
Sussex, WI 53089

Attention: Judith Neu

Subject: Proposal For
Construction Materials Engineering Services
Maple Avenue Reconstruction
Sussex, WI 53089
Proposal No. 1MP-1912047

Dear Ms. Neu,

In accordance with your request for proposal (RFP) dated December 31, we are pleased to submit herein our proposal for construction observation and materials testing services for the above referenced project. In general, the purpose of the services provided by this proposal will be to assess whether the construction observed and materials tested are in compliance with the project specifications.

We were the first geotechnical/materials testing firm in Wisconsin to meet **ASTM C-1077 (concrete), D-3740 (soil), and E-329 (testing laboratory)** standard practices. We have been inspected by the Cement and Concrete Reference Laboratory (CCRL) and the AASTHO Materials Reference Laboratory (AMRL), and accredited by AASHTO for concrete testing, concrete aggregate, and soil testing. We also participate in the AMRL and CCRL sample proficiency testing programs for soil, aggregate, and concrete.

We have one of the largest Construction Materials Testing (CMT) divisions in Southeast Wisconsin, with 25 employees during the construction season. We also have a staff of 60 people, including 4 Professional Engineers, in our Waukesha office to provide support to our CMT division.

PROJECT DESCRIPTION

We understand that the above referenced project is the reconstruction of Maple Avenue in Sussex, Wisconsin. A geotechnical engineering analysis has been performed for this project. We understand that a copy of the report will be provided to us or made available at the project site for review.

SCOPE OF SERVICES

The purpose of the construction observation and materials testing services provided by this proposal will be to document whether the materials tested and construction procedures observed are in general accordance with the project specifications. We understand that the construction (observation and materials testing) services for this project are to be provided on an intermittent (spot-check) basis as scheduled by our client. Therefore, it is the responsibility of the client or their representative to notify us in a timely manner when testing is required.

Construction observation and materials testing services to be provided will include, but are not limited to, the following items:

- ◆ Field Density Testing
- ◆ WisDot Field Concrete Testing
- ◆ Subgrade Soil Observations
- ◆ Field Asphalt Density Testing
- ◆ Staff Engineer
- ◆ Gradations
- ◆ Laboratory Soil (Proctor) Testing
- ◆ Laboratory Compressive Strength Testing of Concrete
- ◆ Transportation
- ◆ Reports, reviewed by P.E.

METHOD OF PERFORMANCE

We propose to provide experienced personnel (technicians, geologists and/or engineers) whose principle duties will be to observe and test construction procedures and materials, respectively, to determine if they are in accordance with the project specifications within the limits of our authorized and accepted scope of services. These individuals are trained and experienced in field observation and testing, and have proven capabilities on previous projects. Project set-up and staffing will be the responsibility of the division manager. The division manager, a graduate engineer and registered professional engineer, will also observe the project's progress, review all test results and field reports, and provide consultation services, as required, during the project for the quality assurance of our services. In addition, our geotechnical and environmental staff and resources will be available for assistance and consultation during the construction of your project. During the routine performance of our duties, we will inform the designated party or parties (i.e., contractors and/or owner's representatives) of work that does not meet specifications and provide assistance to find a solution to the problem.

The purpose of our field representative at the site will be for providing observation and testing of the contractor's services and construction materials as outlined in the scope of services. It does not include any superintending, supervising, control or direction of services or workmanship. The contractors for this project should be so advised that neither the presence of our field representative nor the observation and testing by our firm shall excuse them in any way for defects in their services or workmanship. In addition, we understand that our firm will not be responsible for safety on this project.

The purpose of our involvement on the project site is to provide guidance testing and observation to the contractors to assist them in meeting their requirements; however, our presence on the site does not make us responsible for those requirements or for the project specifications. Locations and elevations used by us will be based upon controls provided by others.

The term observation implies only that our personnel will observe the progress of the services within the agreed scope of services and perform tests to develop an opinion whether the services comply with the project specifications. Unless otherwise noted, the accuracy of locations and elevations we document will be based on "pacing" and "hand-level" methods.

Maple Avenue Reconstruction
Sussex, Wisconsin
Proposal No. 1MP-1912047
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We will not be responsible for the locations and elevations of project involvements (e.g. building corners, final elevations, foundation excavation limits, fill placement, etc.). They will be the responsibility of the contractor or owner.

DEGREE OF CERTAINTY OF COMPLIANCE

With any manufactured product, there are statistical variations in its uniformity and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the project requirements. Therefore, our proposal to observe and test the work for compliance means only that we will perform our services in such a manner as to have reasonable certainty that the construction observed complies with the project requirements.

The degree of certainty is much greater with full-time observation and testing than it is with intermittent observation and testing.

Where full-time observation is not provided, the client/owner is herewith advised that there is an increased risk that the work and/or workmanship performed by the contractor may not meet the project specifications and thereby may not perform within the desired/required expectations.

REPORTS

Written daily field reports summarizing observations, field-testing and conclusions with respect to the project specifications (along with materials testing performance suitability) will be provided throughout the project.

PROPOSED FEES

We propose to provide experienced personnel to perform the necessary construction observation and materials testing services in accordance with the project specifications and as directed by our client. Services will be performed on an intermittent basis from our Waukesha office/laboratory. Services will be provided on a unit price basis in accordance with the attached Schedule of Standard Fees and General Notes. Copies of the Schedule of Standard Fees, General Comments and General Conditions are enclosed herewith and incorporated by attachment into this proposed agreement. Our fee for the performance of the construction observation and testing services outlined in this proposal will be on the order of **\$30,000.00** to **\$45,000.00** as indicated on the Breakdown of Proposed Fees enclosed. Our proposed field and laboratory testing program indicated on the Breakdown of Proposed Fees is based upon preliminary construction schedule information supplied by the Village of Sussex. The final fee will, however, be dependent on the actual number of tests performed, observation time and engineering evaluation/consultation time and may therefore be altered from the estimate indicated herein. Observation of work which requires retesting is not part of original scope of services and is subject to additional charges.

Maple Avenue Reconstruction
Sussex, Wisconsin
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CLOSURE

We will proceed with the work upon receipt of written authorization. Please acknowledge receipt and acceptance of this agreement by signing and returning one copy for our files. Thank you for the opportunity to offer our services on this project. We look forward to working with you during the construction phase of your project. Should you have any questions concerning this proposal or other matters, please feel free to call on us at any time.

Respectfully submitted,

GILES ENGINEERING ASSOCIATES, INC.

Handwritten signature of Angela A. Anderson in black ink.

Angela A. Anderson
Assistant CMT Division Manager
aanderson@gilesengr.com

Handwritten signature of David P. Drow in black ink.

David P. Drow
Business Development
ddrow@gilesengr.com

Handwritten signature of Steven P. Homar, P.E. in black ink.

Steven P. Homar, P.E.
Materials Testing Division Manager
shomar@gilesengr.com

Enclosures: Breakdown of Proposed Fees, 1MP-1912047 - Revised
Schedule of Standard Fees; Schedule A
General Conditions, 1MP-1912047 - Revised

Distribution: Village of Sussex
Attn: Ms. Judith Neu (1 via email: jneu@villagesussex.org)
Ms. Secret Strobl (1 via email: [sstrobl@villagesussex.org](mailto:ssstrobl@villagesussex.org))

ACCEPTED:

BY: _____
(Signature) (Printed Name)

TITLE: _____ DATE: _____

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1MP-1912047/Proposal/CMT/sph

BREAKDOWN OF PROPOSED FEES
 Construction Materials Engineering Services
 Maple Avenue Reconstruction
 Sussex, Wisconsin
 Proposal No. 1MP-1912047 - Revised



GILES
 ENGINEERING ASSOCIATES, INC.

South/Central Maple Ave SERVICES DESCRIBED	PROVIDED QUANTITIES	UNIT RATE	COST
FIELD SERVICES			
Field Technician – Includes: <ul style="list-style-type: none"> • Density Testing of Backfill, and/or Base Stone • Asphalt Density Testing* 	112 Hours	\$45.00/Hour	\$5,040.00
WisDOT Field Technician – Includes: <ul style="list-style-type: none"> • On-Site Concrete Testing 	72 Hours	\$55.00/Hour	\$3,960.00
Staff Engineer – Includes: <ul style="list-style-type: none"> • Pavement Subgrade Proofroll Observations 	36 Hours	\$65.00/Hour	\$2,340.00
Transportation (trip cost) Includes vehicle mileage and mobilization.	72 Trips	\$10.00/Trip	\$720.00
Total Estimated Fee for Field Services			\$12,060.00
LABORATORY TESTING SERVICES (ASTM C1077, D3740 & E329 Accredited Laboratory)			
Concrete Compressive Strength Testing (Cast By Giles) AASHTO T22: 45 sets of 3 cylinders	135 Cylinders	\$12.00/Cyl	\$1,620.00
Standard Proctor Test AASHTO T99	4 Tests	\$140.00/Ea	\$560.00
Grain Size Determination (Gradation) AASHTO T27/T11	8 Tests	\$65.00/Ea	\$520.00
Total Estimated Fee for Laboratory Services			\$2,700.00
ENGINEERING SERVICES			
Department Manager Field consultation (by request), reports, report review by P.E., project management, contract administration and secretarial services.	40 Hours	\$100.00/Hour	\$4,000.00
Total Estimated Fee for Engineering Services			\$4,000.00
TOTAL ESTIMATED PROJECT COST FOR CMT SERVICES			\$18,760.00

*If WisDOT HTCP NucDensity Technician is Required, Unit Rate Will Be Increased to \$55.00/Hour



BREAKDOWN OF PROPOSED FEES
Construction Materials Engineering Services
Proposal No. 1MP-1912047 - Revised
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North Maple Ave SERVICES DESCRIBED	PROVIDED QUANTITIES	UNIT RATE	COST
FIELD SERVICES			
Field Technician – Includes: • Density Testing of Backfill, and/or Base Stone • Asphalt Density Testing*	112 Hours	\$45.00/Hour	\$5,040.00
WisDOT Field Technician – Includes: • On-Site Concrete Testing	72 Hours	\$55.00/Hour	\$3,960.00
Staff Engineer – Includes: • Pavement Subgrade Proofroll Observations	36 Hours	\$65.00/Hour	\$2,340.00
Transportation (trip cost) Includes vehicle mileage and mobilization.	72 Trips	\$10.00/Trip	\$720.00
TOTAL FIELD SERVICES			\$12,000.00
LABORATORY TESTING SERVICES (ASTM C107, C107.1, C138, AASHTO T99, T27, T11)			
Concrete Compressive Strength Testing (Cast By Giles) AASHTO T22: 50 sets of 3 cylinders	150 Cylinders	\$12.00/Cyl	\$1,620.00
Standard Proctor Test AASHTO T99	4 Tests	\$140.00/Ea	\$560.00
Grain Size Determination (Gradation) AASHTO T27/T11	8 Tests	\$65.00/Ea	\$520.00
TOTAL LABORATORY TESTING SERVICES			\$2,700.00
DEPARTMENTAL SERVICES			
Department Manager Field consultation (by request), reports, report review by P.E., project management, contract administration and secretarial services.	40 Hours	\$100.00/Hour	\$4,000.00
TOTAL DEPARTMENTAL SERVICES			\$4,000.00
TOTAL ESTIMATED PROJECT COST FOR CMT SERVICES			\$19,280.00

*If WisDOT HTCP NucDensity Technician is Required, Unit Rate Will Be Increased to \$55.00/Hour

TOTAL OVERALL ESTIMATED CMT COST FOR SOUTH/CENTRAL AND NORTH	\$37,520.00
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SCHEDULE OF STANDARD FEES - **Schedule K**
FOR CONSTRUCTION MATERIALS ENGINEERING,
MONITORING AND TESTING SERVICES
EFFECTIVE July 1, 2019
Maple Avenue Reconstruction
Sussex, Wisconsin
Proposal No. 1MP-1912047
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I. CONSULTING ENGINEERING SERVICES

Contract administration, report review and preparation, field and laboratory engineering and consultation.

Principal of Firm	\$120.00/HR
Technical Consultant	\$110.00/HR
Senior Professional	\$110.00/HR
Branch Manager	\$110.00/HR
Department Manager.....	\$100.00/HR
Project Professional II.....	\$90.00/HR
Project Professional I.....	\$75.00/HR
Staff Engineer	\$65.00/HR
Laboratory Supervisor	\$65.00/HR

II. FIELD MONITORING AND TESTING SERVICES

Construction monitoring and testing as requested by owner, engineer, or contractor, fee based on level of monitoring service required, and personnel availability, portal to portal.

Field Engineer.....	\$65.00/HR
Senior Field Technician	\$60.00/HR
WisDOT Technician.....	\$55.00/HR
Associate Field Technician.....	\$50.00/HR
Field Technician.....	\$45.00/HR

III. FIELD SUPPORT EQUIPMENT

Concrete/Asphalt Coring (3 hr minimum)	\$100.00/HR
Concrete/Masonry Imaging (\$425.00 minimum)	\$170.00/HR
Survey Equipment	\$100.00/DAY
Photoionization Meter Calibrated to Benzene	\$125.00/DAY
Concrete Cylinder Molds	\$1.50/EA
CIPPOC Mold	\$35.00/EA
Maturity Probe	\$45.00/EA
Concrete Cure Box Rental – Monthly	\$50.00/MO
Concrete Cure Box Rental – Weekly.....	\$15.00/WK
Concrete Cure Box Rental – Overnight.....	\$5.00/NT
Concrete Cure Box – Replacement Value	\$125.00/EA
F-Meter	\$50.00/DAY
Rebar Locator	\$75.00/DAY

IV. SOIL LABORATORY TESTING SERVICES

A) Soil Preparation	
1. Extrude/Prepare Tube Soil Sample	\$25.00/EA
2. Preparation of Remolded Soil Specimen	\$60.00/EA
3. Preparation of Rock Core Samples	\$20.00/EA
B) Identification and Physical Properties	
1. Visual Classification by Geotechnical Professional	\$10.00/EA
2. Moisture Content of Soil (ASTM D 2216)	\$10.00/EA
3. Unit Weight of Undisturbed Soil Sample.....	\$20.00/EA



4.	Unit Weight of Undisturbed Soil Sample, Paraffin Coated.....	\$45.00/EA
5.	Organic Content by Combustion (Loss-on-Ignition) (ASTM D 2974)	\$65.00/EA
6.	pH Determination by Meter or Litmus Paper	\$20.00/EA
7.	Atterberg Limits (ASTM D 4318).....	\$80.00/EA
8.	Liquid Limit (ASTM D 4318).....	\$40.00/EA
9.	Plastic Limit(ASTM D 4318).....	\$40.00/EA
10.	Shrinkage Limit	Upon Request
11.	Soil Specific Gravity (ASTM D 854).....	\$125.00/EA
12.	Sieve Analysis (ASTM C 136).....	\$55.00/EA
13.	Sieve Analysis with Material Passing No. 200 Sieve (ASTM C 136 / C 117).....	\$65.00/EA
14.	Hydrometer Analysis	\$80.00/EA
15.	Sieve and Hydrometer Analysis (ASTM D 7928).....	\$120.00/EA
16.	Material Passing #200 Sieve, No Curve (ASTM D 1140).....	\$45.00/EA
17.	Permeability-Flexible Wall Permeameter (ASTM D 5084).....	\$250.00/EA
18.	Permeability-Reactive, Corrosive or Hazardous Fluid-Additional.....	\$150.00/EA
19.	Standard Proctor (ASTM D 698).....	\$140.00/EA
20.	Modified Proctor (ASTM D 1557).....	\$140.00/EA
21.	CBR or R-Value (Without Proctor or Other Associated Tests) (ASTM D 1883).....	\$200.00/EA
22.	Engineering Soil Classification (ASTM D 2487)	\$90.00/EA
C)	Strength and Compressibility	
1.	Unconfined Compression Without Controlled Strain-SPT Soil Sample.....	\$5.00/EA
2.	Unconfined Compression Calibrated Penetrometer Resistance	\$5.00/EA
3.	Unconfined Compression Controlled Strain with Curve (ASTM D 2166)	\$70.00/EA
4.	Unconfined Compression Controlled Strain, No Curve	\$45.00/EA
5.	Unconfined Compression Without Controlled Strain-Rock.....	\$50.00/EA
6.	Soil Vane-Shear, Torvane (Avg. of 3).....	\$5.00/EA
7.	Triaxial, Unconsolidated-Undrained (ASTM D 2850).....	\$625.00/EA
8.	Triaxial, Consolidated-Undrained (ASTM D 4767)	\$775.00/EA
9.	Triaxial, Consolidated-Drained.....	\$850.00/EA
10.	Direct Shear (Including 3 Points)-Soil (ASTM D 3080).....	\$265.00/EA
11.	Consolidation-Conventional 16 tsf max, 8 Incr. & 4 Rebound, Stress/Strain Plot....	\$350.00/EA
12.	Consolidation, Additional Load Increments and Rebound Points.....	\$35.00/EA
13.	Consolidation, Additional Calculations by Request	\$90.00/HR
14.	Consolidation, Single Point	\$55.00/EA
15.	Consolidation, Collapse (Metastable Soil) (ASTM D 5333).....	\$275.00/EA
16.	Swelling Percent and Pressure of Expansive Soils	\$275.00/EA
17.	EI (Expansion Index) Test of Expansive Soils (ASTM D 4829).....	\$170.00/EA

V. MATERIAL LABORATORY TESTING SERVICES

Aggregates

Aggregate Unit Weight (ASTM 29).....	\$60.00/EA
Aggregate Quality Analysis (ASTM C 33)	Upon Request
Aggregate Organic Impurities (ASTM C 40).....	\$100.00/EA
Aggregate Soundness (ASTM C 88).....	\$225.00/EA
Aggregate Material Finer Than No. 200 (ASTM C 117).....	\$60.00/EA
Coal & Lignite (ASTM C 123)	\$225.00/EA
Chert by Heavy Liquid (ASTM C 123).....	\$225.00/EA
Aggregate Specific Gravity/Absorption (ASTM C 127 / C 128).....	\$120.00/EA
Los Angeles Abrasion (ASTM C 131 / C 535).....	\$225.00/EA
Aggregate Moisture Content (ASTM D 566)	\$10.00/EA
Aggregate Sieve Analysis (ASTM C 136)	\$60.00/EA
Aggregate Fineness Modulus.....	\$20.00/EA
Clay Lumps/Friable Particles (ASTM C 142).....	\$160.00/EA
Aggregate Scratch/Hardness Test (ASTM C 851)	\$65.00/EA
Fractured Face Count.....	\$75.00/EA
Flat and Elongated Pieces.....	\$75.00/EA
Potential Alkali Reactivity of Aggregates (ASTM C 1260).....	Upon Request



Concrete

Concrete Compressive Strength, Cylinder Cast by Giles (ASTM C 39)	\$12.00/EA
Concrete Compressive Strength, Cylinder Cast by Others (ASTM C 39)	\$15.00/EA
Concrete Flexural Strength, Beam (ASTM C 78)	\$50.00/EA
Concrete Unit Weight (ASTM C 642)	\$15.00/EA
Concrete Mix Design (ACI 214) with Aggregate Quality Analysis	Upon Request
Potential Alkali-Silica Reactivity of Aggregate and Cementitious Materials (ASTM C 1567)	Upon Request
Splitting Tensile Strength (ASTM C 496)	\$35.00/EA
Modulus of Elasticity and Poisson's Ratio (ASTM C 469)	Upon Request
Concrete Slab Moisture Emission by Calcium Chloride (ASTM F 1869)	Upon Request
Concrete Slab Relative Humidity (ASTM F 2170)	Upon Request
Concrete Shrinkage, up to 16 weeks (ASTM C 157)	\$395.00/EA
Concrete Shrinkage, additional readings after 16 weeks, including report	\$25.00/EA
Windsor Probe Test Equipment (ASTM C 803)	\$100.00/DAY
Windsor Probes (Set of 3)	\$40.00/EA
Rebound Hammer (ASTM C 805)	Upon Request
Estimating Concrete Strength by Maturity Method (ASTM C 1074)	Upon Request
Freeze-Thaw Testing, Set of 3 (ASTM C 666)	\$1,200.00/SET
Cast-In-Place Pop-Out Cylinder (CIPPOC) Compressive Strength	\$40.00/EA

Masonry

Grout Compressive Strength (ASTM C 39)	\$25.00/EA
Hollow-Load Bearing Unit Quality Analysis (ASTM C 90)	Upon Request
Solid Load Bearing Unit Quality Analysis (ASTM C 145)	Upon Request
Mortar Compressive Strength (ASTM C 109 / C 780)	\$20.00/EA
CMU Compressive Strength (ASTM C 140)	\$40.00/EA
CMU Moisture, Unit Weight and Absorption (ASTM C 140)	\$40.00/EA
Mortar Mix Strength Verification (ASTM C 270)	\$500.00/EA
Mortar Splitting Tensile Strength (ASTM C 780)	\$40.00/EA
CMU Prism Test (ASTM C 1388)	\$100.00/EA
Masonry Freeze-Thaw Testing (ASTM C 1262), up to 40 cycles	\$650.00/SET
Masonry Freeze-Thaw Testing, each additional 30 cycles or fraction thereof beyond 40	\$25.00/SET
Windsor Pin Testing of In-Place Mortar Strength	Upon Request
Mortar Aggregate Ratio Test	\$75.00/EA
Mortar Water Content Test	\$75.00/EA
CMU f'm Calculation (must be performed in conjunction with other tests)	\$10.00/EA
CMU Fire Rating (must be performed in conjunction with other tests)	\$15.00/EA

Asphalt

Bulk Specific Gravity/Density (ASTM D 2726)	\$30.00/EA
Maximum Specific Gravity (ASTM D 2041)	\$90.00/EA
Marshall Stability and Flow (ASTM D 1559, historical)	\$50.00/EA
Extraction-Bitumen Content and Gradation (ASTM D 2172 / D 5444)	\$140.00/EA
Sample Preparation and Molding Specimens	\$95.00/EA
Asphalt Core Thickness (ASTM C 174)	\$10.00/EA

Concrete Cores

Concrete Core Thickness (ASTM C 1542)	\$10.00/EA
Concrete Core Compressive Strength (ASTM C 42)	\$40.00/EA
Concrete Core Unit Weight (ASTM C 642)	\$20.00/EA
Concrete Core Absorption/Specific Gravity (ASTM C 642)	\$90.00/EA
Concrete Core Petrographic Analysis (ASTM C 856) &/or Air Content (ASTM C 457)	Upon Request
Rapid Water-Soluble Chloride Content, sample collection not included	\$55.00/EA
Rapid Chloride Permeability	Upon Request
Concrete Core Depth of Carbonation	\$15.00/EA
Sawcut or Face Cut for Smoothness	\$5.00/EA
Concrete Absorption (ASTM C 642, Boiling Method)	\$120.00/EA



Soil Cement/Soil-Lime Mixtures

Soil-Lime Moisture Density (ASTM D 558).....	\$150.00/EA
Soil-Lime Bearing Ratio-CBR (ASTM D 2668).....	\$225.00/EA
Soil-Lime Compressive Strength (ASTM D 1633).....	\$40.00/EA
Soil-Lime Flexural Strength (ASTM D 2668).....	\$70.00/EA
Soil-Lime Freeze/Thaw (ASTM D 560)	Upon Request
Soil-Lime Wet/Dry (ASTM D 559).....	Upon Request
Soil-Lime Preparation/Molding Specimens	\$75.00/EA
Optimum Lime Content of Soil-Lime Mixture (Eades & Grimm Method).....	\$200.00/EA

Structural Steel Inspection

Certified Welding Inspector	\$75.00/HR
Certified Associate Welding Inspector.....	\$60.00/HR
Magnetic Particle Powder.....	\$15.00/CAN
Magna Flux Unit.....	\$50.00/DAY
Liquid Penetrant Material.....	\$50.00/QT
Ultrasonic Technician	Upon Request
Ultrasonic Test Equipment	\$125.00/DAY
Calibrated Bolt Torque Wrench	\$20.00/DAY
Skidmore-Wilhelm Equipment	Upon Request
Sprayed Fireproofing Cohesion/Adhesion Materials.....	\$25.00/TEST
Sprayed Fireproofing Density (ASTM E 605).....	\$75.00/EA

Report Preparation, Review, Engineering Analysis & Consultation

Laboratory Manager	\$65.00/HR
Laboratory Technician	\$35.00/HR

Miscellaneous – additional requested testing, or testing on samples for which no specimens are cast

Field Concrete Slump (ASTM C 143).....	\$10.00/EA
Field Concrete Air Content (ASTM C 173 / C 231)	\$15.00/EA
Field Concrete Unit Weight (ASTM C 138)	\$15.00/EA

VI. GENERAL COMMENTS

Normal construction monitoring services workday 7:00 a.m. to 5:00 p.m. Overtime rates (150%) applicable for services performed outside of these hours, within these hours if time exceeds eight working hours, and on Saturdays, Sundays, and Holidays. Minimum monitoring fee is 3 hours per trip. Construction services time charged portal to portal. Vehicle travel will be charged at 60¢ per mile unless a Trip Charge unit rate is included with our proposal. Other modes of transportation will be charged at cost plus 10%. Cost per mile subject to increase if price of gasoline exceeds \$3.50 per gallon.

Waiver of Subrogation, if required, will be an additional fee dependent on the overall project cost.

Department Manager for contract administration, report preparation and review, scheduling and consultation will be charged to all reports at a typical rate of a ¼ hour for less than 4 hours per day and ½ hour per day for more than 4 hours per day. Direct non-salary expenses for engineering and technical personnel charged at cost plus 15%. Fees for required use of web-based invoice submittal and project management systems will be charged at cost plus 15% and may require additional administrative charges.

Invoices submitted once a month during period of contract and/or at completion of our services. Payment is due 45 days after receipt of the invoice. Invoices remaining unpaid beyond 45 days accrue interest at 1½% for each month of delinquency or at the maximum rate allowed at law. Reasonable attorney fees incurred to collect overdue invoices are reimbursable at cost. Lawsuits required to collect overdue invoices will be filed in and under the laws of Waukesha County, Wisconsin.

Unit prices are, however, subject to immediate change to comply with a prevailing wage rate, wage or benefit rate determination, wage substitution, or action by organized or union labor.

SECTION 1: FORMATION OF CONTRACT – These General Conditions shall be incorporated into and become a binding, integral part of any correspondence, proposal, or contract to which they are initially attached. Together they form an Agreement to be entered into by and between Giles Engineering Associates, Inc. (“Giles”) and the party for whom Giles is to perform its services (“Client”). Conflicting terms or conditions that appear on an acceptance copy of any Agreement document, or subsequently issued document, are hereby objected to and shall be invalid, unless accepted in writing by all parties to the Agreement. Ordering, reliance upon, or acceptance of Giles’ services by Client, including additional work orders, shall constitute Client’s acceptance of the terms of the Agreement, including these General Conditions, regardless of whether Client delivers an executed copy of the Agreement document prior to the commencement of Giles’ services. The Agreement, including these General Conditions, shall extend to the benefit of, and be binding upon, the successors, assigns, directors, officers, employees, agents, subcontractors, representatives, and consultants of Giles and Client. Client shall communicate these General Conditions to any third party or principal for whom, or to whom, Client conveys any part of Giles’ services. Giles shall have no duty or obligation to any third party or principal greater than what is set forth herein.

SECTION 2: SITE ACCESS AND PROPERTY CARE – Client will arrange right of entry for Giles to complete the services. Client warrants and represents that it has authority and permission to grant Giles access. Client will also arrange permission for Giles to photograph the site. Client will provide Giles with sufficient documentation to enable Giles to avoid trespass and damage to on-site, neighboring, restricted, or prohibited areas.

SECTION 3: DEGREE OF CERTAINTY IN MATERIALS TESTED – The locations and elevations of in-situ tests will be determined in accordance with the accuracy and proximity of survey control provided by Client or the contractor. Unless noted, locations and elevations will be determined by pacing and hand level methods. Observation and testing services will be provided in such a manner as to have reasonable certainty that the services essentially comply with project requirements.

SECTION 4: STANDARD OF CARE – Services performed under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing at this time, under similar conditions, and in the same locale. No other warranty, express or implied, is made.

SECTION 5: DELAY AND FORCE MAJEURE – Giles will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Giles’ reasonable control.

SECTION 6: OWNERSHIP OF INSTRUMENTS OF SERVICE – All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Giles are instruments of service, remain the property of Giles, and are protected by copyright, trademark, and other proprietary rights provided under state and federal laws of the United States and/or foreign nations.

SECTION 7: DISPOSITION OF SAMPLES AND MATERIALS – Uncontaminated soil and rock samples will be held for thirty (30) days after the date of Giles’ report, unless advised otherwise by Client. Further storage or transfer can be negotiated at Client’s written request. Should samples and/or materials contain, or be suspected to contain, substances or constituents hazardous to health, safety, or the environment, as defined by applicable laws, Giles will return such samples and/or materials, to Client after completion of testing, or have them disposed of in accordance with applicable laws. Client agrees to pay all costs associated with the transportation and disposal, and storage beyond 30 days. Giles is acting as a bailee and assumes no title to such samples, materials, and/or waste.

SECTION 8: MOLD AND ASBESTOS-CONTAINING MATERIALS (ACM) EXCLUSION – Unless expressly provided, Giles’ scope of services does not include any investigation, analysis, consultation, or representation with respect to the risk, prevention, presence, or remediation of mold, mildew, fungi, spores, other microbes, or ACM. It is therefore agreed that Giles has no responsibility or liability for claims, damages, losses, or expenses attributable to any such exposure, contamination, growth, release, or dispersal.

SECTION 9: INSURANCE – Giles maintains a complete insurance package, including workman’s compensation, commercial general liability, and professional liability insurance. Giles also maintains contractor’s pollution liability coverage of \$2,000,000.00 for each pollution incident, with an annual aggregate limit of \$2,000,000.00. Certificates of insurance shall be provided upon request.

SECTION 10: LIMITATIONS OF LIABILITY – Client agrees to limit Giles’ total aggregate liability to Client and all construction contractors, subcontractors and those named on the project arising from Giles’ professional acts, errors or omissions, or breaches of contract to the lesser of either \$250,000.00 or four times Giles’ fee for services on the project.

SECTION 11: INDEMNIFICATION – To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Giles from and against all claims and causes of action for bodily injury, death, and property damage that may arise from the performance of services under this Agreement, except where such bodily injury, death, or property damage arises directly from the sole negligence, errors, or omissions of Giles. Giles agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorney’s fees and costs of defense) to the extent caused by the Giles’ negligent acts, errors or omissions in the performance of services under this Agreement and those of its sub-consultants or anyone for whom Giles is legally liable. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.

SECTION 12: LITIGATION SUPPORT – If Giles is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Giles pursuant to Giles’ current fee and rate schedule, and to



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reimburse Giles for all reasonable costs and expenses Giles may incur in connection with such activities, including the fees of any attorney that Giles may retain on its own behalf.

SECTION 13: INVOICES AND PAYMENT – Payment of invoices is due 45 days after receipt of invoice and is past due forty-five (45) days from invoice date. Client agrees to pay a late payment service charge of 1½% per month, or 18% per year, for past due invoices. Client agrees the balance as stated on the invoice is correct, conclusive, and binding unless Client within ten (10) days from the date of invoice notifies Giles in writing of the item alleged to be incorrect. Should a dispute over payment arise, Client agrees to pay all invoiced amounts except those amounts in dispute; stipulates to using the Waukesha County Circuit Court, Wisconsin, as the venue; and agrees to pay all court costs and attorney fees associated with the collection of disputed sums. Attorney fees shall be at the actual cost or at Giles' in-house counsel rate of \$150.00 per hour.

SECTION 14: NOTICE OF LIEN RIGHTS – AS REQUIRED BY STATE CONSTRUCTION LIEN LAWS, OWNER IS HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO GILES, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH PROFESSIONAL SERVICES. OWNER MAY NEED TO NOTIFY ITS MORTGAGE LENDERS OF THESE LIEN RIGHTS.

SECTION 15: TERMINATION – This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Giles shall be paid for all services performed prior to the termination date.

SECTION 16: GOVERNING LAW AND SURVIVAL – The laws of the State of Wisconsin will govern the validity of these terms, their interpretation, and performance. Client consents to venue in the Waukesha County Circuit Court, State of Wisconsin, for all claims and disputes. The terms of this Agreement shall survive the completion of Giles' services.

DRILLING or GEOTECHNICAL

SECTION 17: SITE ACCESS AND PROPERTY CARE – Giles will take reasonable precautions to minimize damage to the property. In the normal course of work, some damage may occur. The correction of such damage is not part of the Agreement, unless specified in the proposal. Giles will backfill borings and other types of ground penetrations. Soil backfill at access points and test locations may settle over time. Giles is not responsible for checking, maintaining, or repairing the backfill after leaving the project site.

SECTION 18: UTILITIES – Giles will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground public structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Giles for any damages to underground structures and utilities, and any damage, injury, or death arising directly or indirectly there from, which were not identified on the documents furnished, or by local utility identification agencies.

SECTION 19: ENVIRONMENTAL – On Geotechnical projects, Environmental and Hazardous Materials will not be considered.

CONSTRUCTION MATERIALS TESTING

SECTION 20: RESPONSIBILITIES – The presence of Giles' field representative(s) will be for the purpose of providing observation and/or field testing. Giles' services will not include the supervision or direction of the work of the contractor or the contractor's employees or agents. Contractor should be so advised, and informed that neither the presence of Giles' field representative nor the observation and testing shall excuse contractor in any way for defects discovered in contractor's work. An opinion will be developed from observations and tests as to whether the work essentially complies with the project requirements.

SECTION 21: SAFETY – The construction contractor and/or owner shall, without limitation, assume sole and complete responsibility for job site conditions during construction of the project, including the safety of all persons and property. The trenching and shoring safety shall be the full responsibility of the contractor. If a geotechnical engineer (P.E., not a technician) is brought to the site for soils evaluation, we can make recommendations for the slope of the excavated trench walls. If not, the sloping of side walls, trenching and shoring safety shall all be the full responsibility of the contractor.

ENVIRONMENTAL

SECTION 22: HAZARDOUS MATERIALS – When hazardous materials are known, assumed, or suspected to exist at a site, Giles will take appropriate actions to protect the health and safety of personnel, to comply with applicable laws and regulations, and to implement procedures to minimize physical risks to employees and the public. Client must inform Giles of any known or suspected hazardous materials. The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation of the scope of services or termination of the Agreement. Client agrees to compensate Giles for additional costs of working to protect employee and/or public health and safety. Client waives any claim against Giles, and agrees to hold harmless, indemnify, and defend Giles from and against any claim or liability for injury, death, or loss arising directly or indirectly from the discovery of unanticipated hazardous materials. Client also agrees to compensate Giles for time spent, and expenses incurred, in defense of any such claim, based upon Giles' prevailing fee schedule and expense reimbursement policy relative to the direct project costs.

SECTION 23: GEOTECHNICAL – On Environmental and Hazardous Materials projects, Geotechnical issues will not be considered.



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MEMORANDUM

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: January 30, 2020
Re: Engineering Monthly Report – January 30, 2020

Maple Avenue:

- Right of way acquisition is done. Only one temporary easement for grading and sidewalk is left outstanding.
- We Energies electric will be done with their relocations in all of Maple Ave sections by February 14, 2020.
- We Energies Gas has completed the central and north sections and plans to be done mid-March in the south section.
- Charter's work is minimal in all sections and states that they will be done by March 2020.
- AT&T is finished in the south; plans to finish in the central in mid-March; and plans to finish in the north in mid-April. We are working with them to speed up that schedule.
- All utilities are aware that their work must be done by March, 2020.

Miscellaneous

- Yard Waste Statistics for 2019: 944 Passes (up 14% from 2018) and 132 punch cards were sold in 2019. The vehicle count for the year was 12,328, up 33% from 2018. On Saturday July 6, 2019 we had our biggest day ever when 530 vehicles came to the site. We had nearly twice as much material at the site to grind this year compared to 2018.
- The chlorine analyzer has been ordered for well 4 and staff is benchmarking permanganate levels for the analyzers so we can program the system to shut down the wells if discolored water is detected.

Developments:

- Woodland Trails: Erosion control has been installed and tree removal has started. Grading and blasting is starting on the east side of the development to all sanitary sewer installation to begin. We are waiting for final plans for the Plainview water main.
- Vista Run: The preliminary plat and grading plan have been submitted.
- Kwik Trip: The plans for the store near K and 164 have been reviewed.