

1. Agenda

Documents: [APRIL 28.PDF](#)

2. Packet

Documents: [APRIL 28_001.PDF](#)



Public Works Committee Agenda

Thursday, April 28, 2016 at 4:00 pm

Whitefish Bay Village Hall

- 1. Call to Order**
- 2. Review and Action on Construction Inspection Services 2016 Sanitary Sewer Improvements with Sigma Group**
- 3. Review and Action on Agreement for General Services for Total Maximum Daily Load Stormwater Plan (UNPS DNR Grant Project) with Strand Associates**
- 4. Review and Action on Contract Award for 2016 Pavement Improvement Program**
- 5. Review and Action on Contract Award for 2016 Sidewalk Improvement Program**
- 6. Update on status of current projects**
- 7. Next scheduled meeting – Thursday, May 19, 2016 at 4:00pm**

Posted: 4/25/16

Note: It is possible that members and/or possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; action will not be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in the notice.



April 22, 2016

To: Public Works Committee
Subject: Meeting of Thursday, April 28, 2016
From: John Edlebeck, Director of Public Works
Location/Time: Village Hall @ 4:00pm

A handwritten signature in black ink, appearing to be "JE", is written over the "From:" line of the memo.

The following supplemental information is being provided.

1. Review and Action on Construction Inspection Services 2016 Sanitary Sewer Improvements with Sigma Group – see memo
2. Review and Action on Agreement for General Services for Total Maximum Daily Load Stormwater Plan (UNPS DNR Grant Project) with Strand Associates – see memo
3. Review and Action on Contract Award for 2016 Pavement Improvement Program – see memo
4. Review and Action on Contract Award for 2016 Sidewalk Improvement Program – see memo
5. Update on status of current projects
6. Next scheduled meeting – Thursday, May 19, 2016 at 4:00pm

Cc: Village Board; Village Manager, Department Heads; Village Attorney



Public Works Committee Agenda

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April 22, 2016

Memo to: Village of Whitefish Bay Public Works Committee

From: John Edlebeck, Whitefish Bay Director of Public Works



Re: **Construction Engineering Services Contract Award
2016 Sanitary Sewer Improvement Project**

In January, 2016 the Public Works Department solicited five (5) consulting civil engineering firms through a Request for Proposals (RFP) for construction engineering services for the **2016 Roadway Reconstruction Project**. Four (4) proposals were received. After a thorough submittal evaluation, the Public Works Committee and Village Board concurred with Village staff that **The Sigma Group** provided the best value for Village for these services.

The **2016 Sanitary Sewer Improvement Project** is currently under design for a fall construction timetable. Village staff has evaluated options and feel that selecting **The Sigma Group** for construction engineering services for the upcoming 2016 Sanitary Sewer Improvement Project will provide the best value for the Village. There will be cost savings to the Village by having The Sigma Group personnel in the village inspecting the roadway project at the same time, and this cost savings is reflective in the reduction in fees proposed by The Sigma Group for these services.

After reviewing the above information it is the Public Works Department's recommendation to award the **Construction Engineering Services Contract for the 2016 Sanitary Sewer Improvement Project to The Sigma Group for the hourly rates as submitted in their proposal not to exceed \$99,600.00**



Revised March 14, 2016

Project Reference #15917

Mr. John Edlebeck
Village of Whitefish Bay
Public Works Department
155 W. Fairmount Avenue
Whitefish Bay, WI 53217

**Construction Inspection Services 2016 Sanitary Sewer Improvements
Whitefish Bay, WI**

Dear Mr. Edlebeck,

The Sigma Group, Inc. (Sigma) appreciates the opportunity to assist Village of Whitefish Bay (Village) by providing this proposal to conduct construction inspection services for the 2016 Sanitary Sewer Improvements Project.

After review of the proposed sanitary sewer improvement planned for later in 2016, Sigma believes we can provide the Village significant value by providing construction inspection services in conjunction with the **2016 Infrastructure Project**. Sigma was awarded the inspection through a competitive bidding process, and through that process Sigma was shown to provide not only the most cost effective approach for the project (including both hourly rates and total hours) but also a high quality inspection team led by Wisconsin Professional Engineers.

Sigma's inspection team will still be working on the **2016 Infrastructure Project** when the sanitary sewer is expected to start. Because of this, we will be able to utilize some of our staff to work both projects depending on the time and schedule of the project. We would plan to have the same project manager for both projects, ensuring clear communication with Village staff and just as important, clear communication with residences impacted by the project. As residents of Whitefish Bay in close proximity to some of the historical sewer issues in the Village, we understand the importance of this project to the residents affected and will ensure the projects are completed as designed.

Consistent with our initial proposal we will provide construction inspection services on a time and material basis at the rates listed below. We will not charge the Village for equipment, mileage, postage, and printing. Sigma's not to exceed fee for the **2016 Infrastructure Project** was approximately 4.4% of total construction costs. Because of the potential costs saving on project management for the award of both projects, Sigma would propose a total not to exceed inspection fee of 4.25% for the **2016 Sanitary Sewer Improvements Project**.

Our estimated total cost for the project is \$99,600 based on the overall approximate construction budget of \$2,345,000.

Village of Whitefish Bay
March 14, 2016
Page 2

Respectfully submitted,



Christopher Carr, PE
Civil Group Leader
414-643-4163
ccarr@thesigmagrop.com



Paul J. Imig, PE
Project Engineer
414-507-4426
pimig@thesigmagroup.com

Cc: Ken Kaszubowski, The Sigma Group

March 14, 2016

Project Reference #15917

Mr. John Edlebeck
Village of Whitefish Bay
Public Works Department
155 W. Fairmount Avenue
Whitefish Bay, WI 53217

Re: Proposal to Provide Professional Services: Construction Inspection Services
2016 Sanitary Sewer Improvements, Whitefish Bay, WI

Dear Mr. Edlebeck,

The Sigma Group, Inc. (Sigma) appreciates the opportunity to assist Village of Whitefish Bay (Village) by providing this proposal to conduct construction inspection services for the 2016 Sanitary Sewer Improvements Project. This proposal and cost estimate are based upon Sigma's experience with similar projects and the overview meeting minutes and maps provided by the Village.

PROJECT UNDERSTANDING

The following are a list of key assumptions that were made for the proposal:

- Village is responsible for all design and permitting for the project. Sigma will provide construction inspection to ensure work is completed in the field consistent with the approved plans and permits.
- We expect to utilize Village staff when available to complete inspection work when multiple projects are active.

SCOPE OF WORK

Sigma will provide the following:

- a. Coordinate and conduct pre-construction meeting and attend public resident information meetings.
- b. Review and approve shop drawing submittals.
- c. Coordinate and conduct a full-time inspection team to assure full compliance with the plans and specifications and all applicable State and Federal regulations.
- d. Review material testing and reject materials which do not meet specifications and special provisions.
- e. Conduct weekly progress meetings and compile weekly status reports for public distribution.
- f. Act as the main project contact for contractors; assist Village in addressing resident concerns.
- g. Maintain daily work log with contractor activities, on-site labor and equipment and completed quantities.

- h. Review contractor payment requests and prepare recommendations for progress payments.
- i. Prepare change orders for work not covered in contract.
- j. Prepare punch list for contractor listing work to be completed.
- k. Conduct final inspection of project and certify a recommendation for acceptance.
- l. Provide documented as-built construction as a red-line drawing on the working plan set.

COST ESTIMATE

Consistent with our proposal we will provide construction inspection services on a time and material basis at the rates listed below. We will not charge the Village for equipment, mileage, postage, and printing.

Senior Construction Engineer \$110/hour

Lead Construction Engineer \$100/hour

Land Surveyor \$100/hour

Municipal Inspector II \$75/hour

Municipal Inspector I \$65/hour

Our estimated total cost for the project is \$99,600.

ADDITIONAL SERVICES

Additional services beyond the scope of services presented herein would be immediately identified as the need arises. We want to make sure that you are aware of the services required for the project and their associated costs.

Please note that these additional services will not be completed without prior approval from the Owner. The additional services identified by Sigma on this project include the following. An initial fee estimate is provided for budgeting:

- Additional Inspection Time
- Easement Completion

Sigma is prepared to begin working on this project upon receipt of an executed Services Agreement and Work Order Authorization. In the meantime, please call us if you have any questions or need additional information.

Village of Whitefish Bay
March 14, 2016
Page 5

Respectfully submitted,



Christopher Carr, PE
Civil Group Leader
414-643-4163
ccarr@thesigmagrop.com



Paul J. Imig, PE
Project Engineer
414-507-4426
pimig@thesigmagroup.com

Cc: Ken Kaszubowski, The Sigma Group

THE SIGMA GROUP, INC.
SERVICES AGREEMENT
Revised 2016-04-14

Project Reference No. 15917

THIS AGREEMENT is entered into on this 22nd day of February 2016 by and between The Sigma Group, Inc. (hereinafter called "Sigma") and Village of Whitefish Bay (hereinafter called the "Client").

WITNESSETH:

WHEREAS, Client desires that Sigma perform professional consulting services as described in this Agreement; and

WHEREAS, Sigma agrees to perform such services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

1. Site.

"Site" means the location on which the Services will be performed or to which they relate. The Site is defined in the Work Authorization, which is attached hereto as Exhibit A and is incorporated herein by this reference.

2. Services.

(a) Services. Services mean those services to be performed by Sigma pursuant to Agreement. The scope of the Services is set forth in the Work Authorization. Additional Work Authorizations may be issued pursuant to this Agreement if agreed to by the Parties. Under such circumstances, this Agreement shall be expressly incorporated by reference into each subsequent Work Authorization and the services pursuant to each Work Authorization shall be performed pursuant to this Agreement and the applicable Work Authorization. To the extent any term of this Agreement conflicts with a term of any Work Authorization, then the terms of this Agreement shall control.

(b) Standard of Care. Sigma shall exercise that degree of care, skill and judgment that is usually exercised by a professional person or firm in the performance of services similar to the Services at the same time, under similar circumstances and conditions and in the same or similar locality.

(c) Permits and Licenses. Except as required by the scope of Services, Client shall obtain all permits and licenses that are necessary for the performance of the Services. If the scope of Services includes Sigma obtaining on behalf of Client any such permits or licenses, then Client shall fully cooperate with Sigma in obtaining any such permits and licenses. Client shall pay all costs and fees required for such permits and licenses.

(d) Safety. Sigma is not responsible for safety precautions and programs at the Site except as it relates to the Services and then only to the extent of its own personnel.

(e) Regulatory Matters. Except as required by the scope of Services, Sigma will not meet or confer with any member of any federal, state or local regulatory agency concerning the Services without obtaining the prior consent of Client.

(f) Compliance with Law. Sigma shall substantially comply with all laws and regulations, which to its knowledge, information and belief; apply to its obligations under this Agreement. If any change in laws or regulations applicable to the Services after the execution of this Agreement results in a change in the scope of Services, then Client is responsible to Sigma for any increased cost or expense relating to the same.

(g) Warranty. Other than any express warranty contained in this Agreement, Sigma makes no warranty with respect to the Services. All other warranties, express or implied, are hereby disclaimed.

3. Contract Time.

Sigma shall commence and complete the Services within a reasonable time following the execution and delivery of this Agreement or at such later time as otherwise agreed to by the Parties in writing.

4. Alterations of Instruments of Service.

Client agrees that designs, plans, specifications, reports, and similar documents prepared by Consultant are instruments of professional service and, as such, no matter who owns or uses them, they may not under any circumstances be altered by any party except Consultant. Client warrants that Consultant's instruments of service will be used only and exactly as submitted by Consultant. Accordingly, Client shall waive any claim against Consultant, and shall, to the fullest extent permitted by law, indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from unauthorized alteration of Consultant's instruments of service by Client, its employees, agents and contractors. Client also shall compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim. Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

5. Compensation and Payment.

(a) Compensation. Client shall pay Sigma compensation for the Services. The compensation shall be based on a fixed fee, time and materials basis based on those rates contained in the Hourly Rate Fee Schedule, which, if applicable, is attached to the Work Authorization, or as otherwise agreed to by the Parties. The method for determining the amount of compensation is prescribed in the Work Authorization. Any proposed charges or time to complete the Services represents only an estimate of the possible charges and/or time required to perform the Services.

(b) Payments. Sigma shall submit progress invoices to Client on a monthly basis showing the Services performed during the invoice period and the charges therefore. Payments shall be due and owing upon Client's receipt of each invoice. Interest of 1% per month shall accrue on any invoice balance not paid within ~~thirty~~ **sixty (60)** (~~30~~) days when due. All payments received will first apply to accrued interest and then principal balances. Client shall be responsible to Sigma for any and all costs Sigma may incur in collecting any outstanding invoices or enforcing any term of this Agreement. Timely and full payments of invoices are of the essence of this Agreement.

6. Change in Services.

Any service performed by Sigma outside the scope of the Services shall constitute an additional service, which, unless otherwise agreed in writing, shall be performed on a time and materials basis. Client may request that Sigma perform services outside the scope of the Services **only** by a written change order.

The change order shall set forth the change in services, compensation for the change in services and an extension of time the Services.

7. Site Access, Information and Conditions.

(a) Site Access. Client shall provide Sigma and its consultants, contractors and agents with access to the Site, any facilities located on the Site and any adjacent lands thereto so that Sigma can properly and timely perform the Services. Client shall obtain, at its own expense, any and all permits, licenses, easements, rights-of-way, agreements and permission necessary for such access.

(b) Site and Other Information.

(i) Client represents and warrants that prior to the execution and delivery of this Agreement, Client has supplied to Sigma all information and documents in its possession, custody or control that are material to the Site or necessary for the proper and timely performance of the Services, including, but not limited to: surveys describing the physical characteristics and any legal limitations of the Site; a legal description of the Site; and reports, surveys, drawings or tests concerning the conditions of the Site, including the presence of Hazardous Waste, as defined herein, or the location of subterranean structures and conditions ("Site Information").

(ii) Client shall promptly supply to Sigma Site Information through the performance of the Services if such information or documents become known to Client. Client shall obtain, at its cost and expense, any Site Information as reasonably requested by Sigma if such Site Information is not required to be obtained by Sigma in the scope of Services.

(iii) Client shall give prompt notice to Sigma whenever it becomes aware of any development, event or condition that materially or adversely affects the Site or scope, timing or cost of the Services.

(iv) Client shall cooperate fully with Sigma in the performance of its Services. Client's obligations with respect to cooperation, compliance with laws and obtaining permits, licenses, access and Site Information are of the essence of this Agreement.

(c) Diggers Hotline. Sigma shall contact Digger's Hotline prior to any underground drilling, excavation or intrusion by Sigma. Sigma shall not be liable for damage or injury to any subterranean structures or conditions, or the consequences of such damage or injury, that were not identified by Digger's Hotline or the Client supplied information prescribed in subparagraph (b) above.

(d) Changed Conditions. The discovery of any hazardous or toxic substance, waste, material, pollutant or contaminant included under or regulated by Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any other similar federal, state or local law, regulation or ordinance or that would pose a health, safety or environmental hazard ("Hazardous Waste"), concealed physical conditions or underground obstructions, conditions or utilities at or around the Site that were not brought to the attention of Sigma prior to the date of this Agreement, or any subsequently issued Work Authorization, will constitute a materially different site condition entitling Sigma, at its option, to terminate the Agreement (and to receive payment for all Services performed up to and including the date of such termination) or to receive an extension of time to complete the Services in a duration at least equal to the delay caused by such condition(s) and an adjustment in the compensation for the Services in an amount at least equal to the costs and expenses Sigma incurs because of such condition(s).

8. Hazardous Materials.

(a) Presence and Disposal of Contaminated Materials. Sigma is not responsible for Hazardous Wastes that may exist at the Site. Sigma assumes no possession or control for Hazardous Waste that may be present at the Site. Client acknowledges that Sigma has played no part in and assumes no responsibility for generation or creation of any Hazardous Waste that may exist at the Site. Nothing in this Agreement shall be construed or interpreted as requiring Sigma to assume the status of, and Client acknowledges that Sigma does not act in the capacity nor assume responsibilities of Client or others, as an owner, handler, generator, operator, transporter or arranger in the treatment, storage, disposal or transportation of any Hazardous Waste. Sigma shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated Hazardous Waste, whether directly or indirectly generated from Sigma's performance of the Services hereunder. Client shall be responsible for the disposal of any such waste materials and shall be the named party on any such waste manifests. Notwithstanding anything to the contrary in this Agreement, Client shall defend, indemnify and hold Sigma and its officers, directors, employees, agents, consultants, contractors, successors and assigns harmless from any and all claims *to the extent* arising out of or relating to ~~the presence~~ *Client's possession or control* of Hazardous Wastes at the Site or the *Client's* treatment, storage, transportation or disposition of the same.

(b) Samples. If samples collected by Sigma or received by Sigma on behalf of Client contain Hazardous Waste, Sigma shall, after testing and analysis, return the samples to Client for final disposal or treatment. Client shall complete all forms necessary and pay all costs for storage, transport and disposal or treatment of samples. Client acknowledges and agrees that Sigma is acting as a bailee and at no time assumes title to such samples.

9. No Third Party Reliance.

This Agreement shall not create any rights or benefits to parties other than Client or Consultant. Client shall not under any circumstances permit such reliance except with Consultant's express written consent. Consultant may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including without limitation, any provision limiting Consultant's liability, (ii) use such information only for the purposes contemplated by Consultant in performing its services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced.

10. Ownership of Instruments of Professional Service.

Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory test data, estimates, training materials and similar documents and materials (other than samples) prepared by or for Consultant as instruments of professional service are Consultant's property. Consultant shall retain these instruments of professional service for seven (7) years following submissions of final project deliverables, during which period Consultant's instruments of professional service will be made available for Client's review at any reasonable time.

11. Indemnification.

(a) Client shall indemnify, defend and hold Sigma and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to this Agreement, the Site or the Services, but

only to the extent caused by Client's breach of this Agreement or the negligence or willful acts or omissions of Client or anyone for whose acts or omissions Client may be liable.

(b) Sigma shall indemnify, defend and hold Client and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to the Services, but only to the extent caused by Sigma's breach of this Agreement or the negligence or willful acts or omissions of Sigma or anyone for whose acts or omissions Sigma may be liable.

12. Limitation of Liability and Waiver of Consequential Damages. To the fullest permitted by law, Sigma's liability under this Agreement shall not exceed the limits of Sigma's insurance.

13. Insurance.

Sigma shall maintain in connection with the Services, until the earlier of the completion of the Services or termination of this Agreement, one or more insurance policies with the following coverage and limits:

| | |
|--|--|
| Worker's Compensation | Statutory |
| Employer's Liability: | \$1,000,000 per accident \$1,000,000 per employee (disease) |
| Commercial General Liability: | \$2,000,000 per occurrence |
| Bodily Injury and Property Damage: (including Environmental Impairment Coverage or Pollution coverage endorsement) | \$2,000,000 aggregate |
| Professional Liability Errors & Omissions: (including Environmental Impairment Coverage or Pollution coverage endorsement) | \$2,000,000 limit |
| Automobile Liability: | \$1,000,000 per occurrence |

14. Suspension and Termination.

(a) Client may terminate this Agreement for cause if Sigma breaches a material term of this Agreement and fails to commence and continue action to cure the breach within seven (7) days of Sigma's receipt of Client's written notice of termination, which termination notice shall describe with particularity the breach all other material information relating thereto.

(b) Sigma may suspend the Services, in whole or in part, under any Work Authorization if payment on any invoice is not made in full within thirty (30) days when due or in the event of a Force Majeure condition, as prescribed in Section 15 below. Sigma will return to work within a reasonable time after payment of the outstanding invoice(s) giving rise to the suspension or resolution of the event or cause giving rise to the Force Majeure.

(c) Sigma may terminate this Agreement and any outstanding Work Authorization if (i) the Services under any Work Authorization are suspended for more than thirty (30)

consecutive days, (ii) Sigma reasonably believes, in Sigma's sole decision, that Client is withholding information from Sigma, is not cooperating with Sigma or is hindering Sigma's performance of its obligations under this Agreement or is in violation of laws and is not willing to take appropriate or sufficient corrective action, (iii) if a payment on an invoice is not made in full within thirty (30) days when due or (iv) Client breaches a material term of this Agreement. Sigma shall give Client seven (7) days' written notice of Sigma's intent to terminate the Agreement and any outstanding Work Authorization. Client shall have an opportunity to fully cure the alleged condition, default or breach giving rise to the termination within said seven (7) day period.

15. Force Majeure.

Sigma shall not be responsible for any suspension, delay or failure to perform if such suspension, delay or failure is caused by an occurrence beyond Sigma's reasonable control, including, but not limited to, Site conditions, Hazardous Wastes, acts of God, acts or omissions of Client or anyone for whose acts or omissions Client may be responsible, Client's breach of this Agreement, government or other regulatory orders, changes in the Services, changes in applicable law, war, legal disputes, rebellion, sabotage or riots, theft or floods, weather, fires, explosions, or other catastrophes. Sigma shall be entitled to an extension of time to perform the Services in a duration at least equal to the length of any suspension or delay caused by a foregoing type of condition. Client shall pay Sigma all costs and damages attributable to any suspension or delay not caused by Sigma.

16. Sigma As Independent Contractor.

Sigma, in performing the Services, shall be deemed to be an independent contractor and not an agent or employee of Client.

17. Assignment of Agreement.

Client shall not assign this Agreement in whole or in part without the prior written consent of Sigma, which consent shall not be unreasonably withheld. Any assignment not made in accordance with this Agreement shall be void.

18. Subcontracts.

Sigma may subcontract any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Sigma of any of its obligations to Client under this Agreement.

19. Survival of Obligations.

Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

20. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Sigma. There are no third party rights or benefits under this Agreement, except as explicitly noted in this Agreement.

21. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

22. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given

if delivered by facsimile, commercial delivery services, in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

23. Governing Law.

This Agreement and any disputes arising thereunder shall be governed by the laws of the State of Wisconsin without giving effect to provisions of law that would result in the application of the substantive law of any other state.

24. Severability.

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

25. Reports and Ownership of Documents.

Upon payment in full to Sigma for all Services, Sigma shall furnish one (1) copy of each report required to be produced by Sigma to Client. Additional copies shall be furnished for the cost of copying. With the exception of such report(s) to Client, all other documents and information relating to the preparation of the report(s), including, but not limited to, notes, support data, text data, memoranda and other preparation materials are and remain the property of Sigma.

26. Wisconsin Construction Lien Law.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SIGMA HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO SIGMA, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SIGMA AGREES TO COOPERATE WITH CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

27. Counterparts.

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

28. Further Assurances.

Sigma and Client each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the other Party, all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either Party hereto for the purpose of or in connection with consummating the Services described herein.

29. Dispute Resolution.

(a) All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, shall be, at Sigma's sole discretion, subject to binding arbitration. If arbitration is elected by Sigma, then such arbitration shall be held in accordance with, at Sigma's sole discretion, Wis. Stats. Chapter 788 before an arbitrator mutually agreeable to either parties or the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(b) The forum and venue for any arbitration or litigation shall be Milwaukee County, Wisconsin. Sigma's preservation and/or perfection of its lien rights, including the commencement of a foreclosure action relating the same, shall not be deemed a waiver of Sigma's right to arbitration.

(c) *Unless prior written notice of a claim is provided in writing*, in no event shall a demand for arbitration or commencement of litigation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of Services, whichever date shall occur earlier.

30. Testimony.

Sigma agrees that, at the request of Client, the persons performing the Services under this Agreement shall be made available as consultants or witnesses, at 2.0 times the Hourly Rate Schedule, in any litigation, hearing or proceeding to explain or defend, as appropriate, any aspect of methods used by Sigma, or results or conclusions developed in connection with Sigma's Services described in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Sigma and on behalf of Client as of the date first above written.

Firm: Village of Whitefish Bay

Signature: _____

Name (please print): _____

Title (please print): _____

Date: _____

THE SIGMA GROUP, INC.

Signature: _____

Name (please print): _____

Title (please print): _____

Date: _____

**EXHIBIT A
WORK AUTHORIZATION NO. 2**

Project Reference No.: 15917

This Work Authorization is entered into by and between The Sigma Group, Inc. ("Sigma") and Village of Whitefish Bay ("Client"). This Work Authorization incorporates by reference the Agreement entered into by the Parties dated February 22, 2016 (the "Agreement"). The Agreement is hereby amended and supplemented as follows:

Site: Village of Whitefish Bay - 2016 Sanitary Sewer Improvements

General Description of Basic Services.

Client hereby authorizes Sigma to perform and complete the following Service(s):

1. Those Services contained in Sigma's proposal dated March 14, 2016, which is attached hereto and incorporated herein by this reference# 15917.

2. _____

Compensation.

1. Time and Materials not to exceed fee of \$99,600 at rates detailed in the proposal

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

Other Terms. [Insert any other terms specific to the work authorization, i.e., dates of performance.]

1. _____

Signature: _____

Name (please print): _____

Title (please print): _____

Date: _____

THE SIGMA GROUP, INC.

Signature: _____

Name (please print): _____

Title (please print): _____

Date: _____

April 22, 2016

Memo to: Village of Whitefish Bay Public Works Committee

From: John Edlebeck, Whitefish Bay Director of Public Works



Re: Agreement for General Services
Whitefish Bay Total Maximum Day Load (TMDL) Stormwater Plan
DNR Urban Non-Point Source (UNPS) Grant

In 2014 Strand Associates assisted the Village in applying for a DNR UNPS Grant to prepare an updated Village Stormwater Management Plan, of which the Village was awarded in 2015. This is in response to the DNR preparing TMDL water quality limits on the Milwaukee River. The stormwater plan is related to the water quality of the Village's stormwater discharge, not quantity. In 2015 Village Engineer Mustafa Emir and I reviewed the scope of services for this grant and were successful in modifying those services with DNR approval to better serve the needs of the Village. The new scope of the grant was revised to include other items related to our stormwater system, including GIS mapping, stormwater model updating and ordinance review and revisions.

Funding for this work will be split \$69,234.00 (DNR) and \$35,666.00 (Village) for a total proposed amount of \$104,900.00. Village and DNR staff along with Village Attorney Jaekels has reviewed and approve the current attached agreement prepared by Strand Associates for this grant.

After reviewing the above information it is the Public Works Department's recommendation to approve the Agreement for General Services - Whitefish Bay Total Maximum Day Load (TMDL) Stormwater Plan - DNR Urban Non-Point Source (UNPS) Grant for the amount of \$104,900.00.



FINAL COPY

Strand Associates, Inc.[®]

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

April 4, 2016

Village of Whitefish Bay
5300 N. Marlborough Drive
Whitefish Bay, WI 53217

Attention: Mr. John Edlebeck, Director of Public Works

Re: Agreement for General Services
Whitefish Bay Total Maximum Daily Load Stormwater Plan

This is an Agreement between the Village of Whitefish Bay, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Whitefish Bay Total Maximum Daily Load (TMDL) Stormwater Plan Project. Pursuant to the Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source Grant Program. This Agreement shall be in accordance with the following terms.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Administration and Meetings

1. Prepare as submittal to OWNER up to four quarterly grant progress reports and reimbursement requests. Prepare and submit the WDNR Final Report (Form 3400-189).
2. Participate in up to four meetings with OWNER as follows:
 - a. Meeting No. 1–Kickoff Meeting
 - b. Meeting No. 2–Teleconference Progress Meeting
 - c. Meeting No. 3–Draft Plan Discussion Progress Meeting
 - d. Meeting No. 4–Final Plan Presentation to OWNER

Stormwater Quality Modeling, Alternatives Analysis, and Implementation Plan

1. Provide one day of field survey and inventory of existing stormwater best management practices (BMPs) in the Village.
2. Provide an updated stormwater system map for OWNER consistent with the proposed Wisconsin Pollutant Discharge Elimination System (WPDES) Permit No. WI-S050075-2 based on OWNER-provided information.
3. Provide a tabular summary for OWNER consistent with the proposed WPDES Permit No. WI-S050075-2.
4. Update OWNER's stormwater quality modeling to be consistent with the WDNR's *TMDL Guidance for MS4 Permits: Planning, Implementation, and Modeling Guidance, October 20, 2014*. Modeling will be performed in WinSLAMM for total suspended solids, total phosphorus, and bacteria.

5. Identify and analyze up to three alternatives to assist in meeting the TMDL requirements within the Village limits consisting of a combination of the various implementation methods being considered. Provide a figure, analysis, and opinion of probable cost for each alternative as follows:
 - a. Ordinance review and updates
 - b. Structural management practices
 - c. Operational management practices
 - d. Streambank stabilization
6. Provide a written section in the Plan discussing the mechanism for achieving TMDL compliance through pollutant trading and watershed adaptive management. Develop a concept level cost to achieve TMDL compliance through pollutant trading and watershed adaptive management for comparison with TMDL compliance within the village limits.
7. Develop a TMDL Implementation Plan considering engineering requirements, amount of benefit, available funding, land availability, and related issues for OWNER. The Implementation Plan will include prioritization of improvements, potential schedule of improvements, and budgeting plan including identification of potential funding sources. This Plan will consist of a table within the TMDL Stormwater Plan for OWNER.

Stormwater Program Updates

1. Review and update OWNER's Public Education and Outreach and Public Involvement and Participation programs that are complementary to the Sweetwater Trust Information and Education Program to which OWNER financially contributes.
2. Review and update OWNER's construction site erosion control ordinance to be consistent with the February 2012 NR 151 revisions.
3. Review and update OWNER's stormwater management ordinance to be consistent with the February 2012 NR 151 revisions.
4. Review and update OWNER's Illicit Discharge Detection and Elimination program and ordinance to be consistent with the WDNR's March 2012 Guidance document.
5. Review and update OWNER's existing Stormwater Pollution Prevention Program.
6. Provide information on OWNER's deicing activities based on information provided by OWNER.

Storm Sewer System Mapping

Provide up to 100 hours of effort related to updating deficient portions of OWNER's storm sewer system mapping consisting of the following:

1. After the kickoff meeting, meet with OWNER's staff to review OWNER's storm sewer system map and drawings.
2. Provide up to three days of global positioning system field survey of the existing mainline storm sewer structures. OWNER shall provide a map showing mainline storm sewers to be surveyed.
3. Provide up to two days of structure poling to obtain invert depths of storm sewer in mainline storm sewer structures. OWNER shall provide all traffic control and a staff person to assist in these efforts. Structure poling of surveyed structures not able to be completed in this two-day period shall be provided by OWNER.

4. Provide a geographical information system (GIS) shapefile of surveyed mainline storm structures and populate shape file with rim elevation and invert elevation
5. Provide a GIS shapefile of surveyed mainline storm sewer and populate shape file with the invert elevations and pipe size, pipe material, length, and slope from existing OWNER mapping.

TMDL Stormwater Plan

Prepare a TMDL Stormwater Plan documenting the plan efforts and submit draft and final versions of the Plan in hard-copy format (total of four hard copies) and portable document format to OWNER and the WDNR.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
2. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
4. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
5. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
6. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
7. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in Project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

Compensation

OWNER shall compensate ENGINEER for Services a lump sum of \$104,900. It is anticipated that the WDNR will reimburse OWNER for 66 percent (\$69,234) of the project cost through the Urban Nonpoint Source and Stormwater Management Grant Agreement (Grant #USP-MI02-40192-15) attached as

Exhibit A. ENGINEER shall be responsible for performing its services in accordance with the Urban Nonpoint Source and Stormwater Management Grant Agreement to allow OWNER to be reimbursed for available grant funds from the WDNR. OWNER shall make progress payments to ENGINEER.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on April 28, 2016. Services are scheduled for completion on April 28, 2017.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this Project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this Project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site and all traffic control as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this Project.

7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Provide a stormwater inlet sump inventory consisting of visual observation and measurement of each stormwater inlet/catch basin on OWNER's property. This information will be used in the water quality model to provide OWNER full credit for the inlets that have sumps in them. ENGINEER will provide an inlet inventory form for use by OWNER. OWNER shall provide a map (digital, if available) of the locations of inlets with sumps.
9. Provide a list with a description of the existing stormwater quality issues, if any, and a map (digital, if available) showing each location.
10. Provide information relative to existing stormwater management practices including education and public outreach, public involvement and participation, illicit discharge detection and elimination, stormwater and erosion control ordinance administration, pollution prevention for municipal operation/maintenance of stormwater BMPs, street sweeping, catch basin cleaning, deicing and snow removal, leaf and grass clipping management, municipal garage and storage area management, and turf maintenance policies.
11. Provide a list of new, redevelopment, and in-fill development projects with a Notice of Intent submitted on or after October 1, 2004, and a map (digital, if available) showing each location. Provide a listing/location of development projects prior to October 1, 2014, that have stormwater BMPs.
12. Provide a list/description (and map [digital, if available] indicating each location), design drawings (grading plans/details), and stormwater management reports for all known existing stormwater BMPs (including privately-owned) and practices for which stormwater quality credit is pursued.
13. Provide available existing soil borings at dry detention basins, infiltration basins, and other stormwater facilities.
14. Provide a list of any WPDES permit holders in the Village and a map (digital, if available) showing each permit holder's location.
15. Provide the most recent version of the following maps (in digital format, if available):
 - a. Stormwater system map.
 - b. Village boundary map
 - c. Existing land use map
 - d. Zoning map
 - e. Street map
 - f. Public works facilities map
 - g. Parks, recreational lands, open space map
 - h. Wetlands map
 - i. Most recent aerial photography map
 - j. Most recent two-foot contour map
16. Provide OWNER's Pavement Surface Evaluation and Rating database for OWNER's roads.
17. Submit quarterly grant progress reports and reimbursement requests to the WDNR.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of regulatory agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's written authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment of an uncontested invoice 45 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment of an uncontested invoice 60 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated without cause in whole or in part in writing by either party subject to a thirty-day notice (ten days in the event of termination for breach, cause, or default) and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of notice of termination.

Exhibit A

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



January 15, 2015

FILE COPY

► REQUIRES IMMEDIATE ACTION ◀
Urban Nonpoint Source & Stormwater Mgt
Grant #USP - MI02-40192-15
Grant Amount: \$69,234.00

Aaron Jahncke
Assistant Village Engineer
Village of Whitefish Bay
5300 N Marlborough Dr.
Whitefish Bay, WI 53217

Dear Mr. Jahncke:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Whitefish Bay TMDL Storm Water Plan*, to assist in planning runoff management standards for your community. Certain modifications have been made recently in eligibility qualifications and grant requirements. Please be sure to review page two of your grant in particular and discuss those provisions with your regional coordinator (listed on your grant document). We encourage you to involve the regional coordinator in your project as early as possible.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility conditions, grantee requirements and reimbursement provisions. There are also a number of steps where you must obtain prior departmental review and authorization before proceeding (*please see the attached Grantee Responsibilities*). You are obligated to submit a Final Report with your final reimbursement request for the projects completed under this grant (see the grant's Scope section).

To accept this grant, please review the agreement and return the original signed by the authorized official, along with the completed Grantee Contact Page, as well as evidence that your community has committed the necessary funding for the local share, to the Bureau of Community Financial Assistance. The second copy is for your file.

Please review this grant thoroughly with Regional Coordinator Jamie Lambert at (414) 263-8485 or Dave Calhoon, of the Bureau of Community Financial Assistance, at (608) 267-9385. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. Thank you for your continued cooperation with Wisconsin's Nonpoint Pollution Abatement program.

Sincerely,

Mary Rose Teves, Director
Bureau of Community Financial Assistance

Enclosure(s)

C: Jamie Lambert – SER/Milwaukee

GRANTEE CONTACT PAGE

Governmental Unit Village of Whitefish Bay Grant No. USP-MI02-40192-15

Location of Project Area for Legislative Purposes:

Senate District # 8 Assembly District # 23Please provide the state legislative districts in which the actual project is located by using the Legislature's web page link: <http://www.legis.state.wi.us/waml/>

Project Contact Person

Spencer Charozuk Charozuk

Working Title

Engineering Technician

Phone Number (direct)

(414) 962-6690 ext., 123

Fax Number

(414) 967-5128

E-Mail Address

s.charozuk@wfbvillage.org

Address if different? _____

Where should reimbursement checks be sent?

Title: Village of Whitefish Bay Email: _____Street Address: 5300 N. Marlborough Dr. Phone: _____

Please complete this and return it with the signed grant/amendment documents to Dave Calhoon, Bureau of Community Financial Assistance – CF/2, DNR, PO Box 7921, Madison, WI 53707-7921.

Please insert the name of (and information for) the person **most directly involved** with this particular project or activity. This will be **the person in your local government** whom the Department will contact for current project information and to whom grant information should be addressed. (By this method, we ensure that critical information is not lost or delayed.)Also, if this information (or any of the Grant Information Data in Part I -- *for instance the Authorized Representative*) should change during the Project Period, please e-mail, fax, write or phone that information to Dave Calhoon and Jamie Lambert.

Thank you very much. We truly hope that this procedure will assist your project activities.

(608) 267-9385 -- phone
(608) 267-0496 -- fax
david.calhoon@wisconsin.gov

Notice: You are required to agree to terms of the grant agreement, sign and return this form to establish reimbursement eligibility for the Runoff Management Grant Program, authorized under s. 281.65 and 281.66, Wis. Stats., and chs. NR 151, 153, 154, 155 and 243, Wis. Adm. Code. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

| | | | |
|---|-------------------------------------|--|--|
| Grant Number USP-MI02-40192-15 | Grant Award Date January 1, 2015 | | |
| Grantee Village of Whitefish Bay | | Total Grant Amount \$69,234 | |
| Project Name Whitefish Bay TMDL Storm Water Plan | | Watershed Milwaukee River South | |
| Authorized Representative Daniel Naze, Public Works Director | | Project/Grant Period From January 1, 2015 Through December 31, 2016 | |
| Street Address 5300 N Marlborough Dr. | | Grantee Contact Aaron Jahncke, Assistant Village Engineer | |
| City, Zip Code, County Whitefish Bay, 53217 Milwaukee County | | Contact's E-mail Address a.jahncke@wfbvillage.org | |
| Telephone Number (414) 962-6690 | | | |
| Name of Department Regional Coordinator, Phone Number and Email Address Jamie Lambert, (414) 263-8485, jamie.lambert@wisconsin.gov | | DNR Region Southeast Region | |

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without prior amendment.

1. Project Cost-Share Reimbursements For:
 - a. Storm Water Management Planning
2. Other
3. Total Nonpoint Source Grant Amount

| Cost-Sharing |
|-----------------|
| 69,234 |
| 0 |
| \$69,234 |

PART 3. PURPOSE AND SCOPE

This grant provides funding and authorizes cost-share reimbursement by the department for the above-named project as described in the grant application submitted for calendar year 2015 for the eligible storm water management planning activities listed in the application to address nonpoint sources of pollution. The cost-share reimbursement rate will be up to 66% of the actual eligible planning costs, to the maximum amount contained in Part 2.

Reimbursements may only be made for work performed, and expenses incurred, during the Grant Period. The amount listed under Part 2 (above) is the maximum amount which the department may reimburse you under this grant. Reimbursement deadlines and restrictions, project eligibility specifications, and other project Scope limitations are continued on the other side of this page. Additional departmental grant conditions are listed on the following pages. Consultant or professional-service contracts must be approved by the department Regional Coordinator prior to signing. Reimbursement requests shall be sent to the above address and must be accompanied by **payment** documentation, consisting of consultant/contractor billings with check nos. and dates paid. A *Final Report* is required before the Department may release the final reimbursement. Note that no Federal funds are used in reimbursements for this grant.

-- SCOPE CONTINUED - OVER --

DNR COPY



Project Eligibility

Draft reports and associated electronic files (e.g., modeling data files, GIS mapping files, etc.) shall be submitted to the Regional Coordinator at least 60 days prior to the grant expiration date, or by an alternative date approved by the Regional Coordinator. Personal service contracts or, at a minimum, scope of service agreements between the consultant and the grantee to perform this work must be approved by the department prior to signing. Projects not receiving this approval will **not** receive reimbursement. Adequacy of the proposed product must meet the minimum criteria (below) and also conform to the activities promised (checked) by the grantee in the application.

Project Implementation. The storm water management plan activities will cover the developed urban areas within the Village identified in the application materials. Prior planning products will be updated and newer areas included to provide a more accurate portrayal of the current water flow patterns and pollutant loading sources, analysis and cost-effectiveness comparisons of practice alternatives, recommendations to implement best management practices to meet the plan goals, investigation of potential sites and preparation of preliminary designs for priority basin projects.

Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

Contract Approvals. All consultant and construction contracts must be approved by the Department **prior** to grantee signing in order to determine reimbursement eligibility and conformity with practice technical standards. All appropriate permits must be obtained prior to commencement of construction, and the design must be approved by the department.

Payment Schedule. Expenses incurred and paid by the grantee shall be submitted to the department for reimbursement periodically. Reimbursements shall be made to the grantee at a rate of one-half the cost-share rate stipulated above until a completed product is submitted to, and accepted by, the department [see *Final Reimbursement* (below)].

Final Reimbursement. To obtain the full eligible reimbursement, grantee must provide acceptable products which comply with the scope stipulations of this grant (above), with the project components enumerated within the grant application, and with the scope of service provisions in the consultant agreement approved by the department. At the conclusion of the project, grantee shall submit a Final Report (Form 3400-189) to the regional project manager detailing the effort's implementation and effectiveness. The Final Report and instructions for completing it are available on our web site. Use the following link and click on the Resources tab:

<http://dnr.wi.gov/Aid/UrbanNonpoint.html>

| REIMBURSEMENT DEADLINES | |
|--|--------------------------------|
| Eligible Expenses Incurred | Reimbursement Request Due Date |
| 1 st Quarter of the Calendar Year | April 30th |
| 2 nd Quarter of the Calendar Year | July 31st |
| 3 rd Quarter of the Calendar Year | October 31st |
| 4 th Quarter of the Calendar Year | January 31st |

Grantee shall provide the Regional Coordinator with a **project update each quarter.**

PART 4. CONDITIONS

The State of Wisconsin Department of Natural Resources (Department) and the Grantee, in mutual consideration of the provisions of this document, agree as follows:

Section A – General Requirements

- A1. This agreement and all activities undertaken pursuant to this agreement are subject to the provisions of s. 281.66, Wis. Stats., and chs. NR 151, 154, and 155, Wis. Adm. Code. All amendments to this grant agreement shall be executed in writing. The deadline for requesting an amendment to extend the grant period is 45 days before the end of the grant period.
- A2. Eligibility for cost-sharing reimbursement is governed by the provisions of s. NR 154.04 and ch. NR 155, Wis. Adm. Code, by the stipulations or limitations in this grant's Scope provisions, and by the applicable contract approvals by the department, as required under provision B1.
- A3. The Grantee may not receive reimbursement for costs which: (1) exceed the amounts listed in Part 2, (2) are not authorized by the Scope of this agreement, or (3) are incurred for work performed outside of the grant period, unless otherwise specified in the grant scope. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the grant cost-share amount due to the eligibility requirements of the statute and codes. Reimbursements are contingent upon availability of State funds.
- A4. Neither the grantee nor any landowner may adopt any land use or practice that reduces the effectiveness or defeats the purposes of the best management practices installed under this grant.

Section B – Grantee Responsibilities

- B1. All professional service and construction contracts, construction designs, and appraisals must be approved by the department Regional Coordinator prior to signing or entering into such commitments. Grantee must obtain all required permits prior to construction.
- B2. If constructing on non-grantee-owned property, the Grantee shall enter into cost share agreements with landowners and land operators on forms provided by the Department. The cost share rates may not exceed the rates specified in the applicable administrative code governing this grant or in the Scope section of this grant. Such agreements and amendments shall be recorded with the Register of Deeds and promptly submitted to the Regional Coordinator. The Grantee agrees to perform periodic inspections beyond the grant period to ensure that all cost share recipients are complying with the maintenance requirements in accordance with the applicable administrative code governing this grant.
- B3. The Grantee shall submit reimbursement requests on the worksheets provided by the Department and accompanied by verification of project expenses, at least quarterly, as specified in the Scope section.
- B4. The Grantee shall comply with the cost containment and procurement procedures in the applicable administrative codes governing this grant. The Grantee shall maintain a financial management system, separate from all other grantee activities, for this grant. Accounting and fiscal records shall be maintained in accordance with the applicable administrative codes governing this grant. At a minimum, grantee shall retain and make available all fiscal records pertaining to this grant for three years after the date of final settlement, or three years after the end of the Grant Period, whichever is later, or for a longer period if required by the department for audit purposes.
- B5. The Grantee shall submit progress reports at the conclusion of each quarter of the project period to the department Regional Coordinator identified in Part 1 of this agreement. When requesting a final payment, grantee shall also submit a final report to the Regional Coordinator detailing practices installed and results expected/obtained, along with a maintenance strategy for the practices installed.

Section C – State and Federal Requirements

- C1. If historical/cultural artifacts are unearthed during any earth disturbance under this grant activity, Grantee is to immediately notify the department Regional Coordinator to determine the appropriate response.
- C2. The Grantee shall ensure that Department representatives have access to land on which grant-funded activities are undertaken during period of best management practice installation, operation and maintenance, or for performance auditing purposes.
- C3. The Grantee shall indemnify the Department and all of its officers, employees and agents against, and hold harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, to person or property, including attorney's fees, arising out of, connected with or resulting from the occupancy, use, acts or omissions of the Grantee's employees, agents or representatives.
- C4. The Grantee or its employees or agents are not employees or agents of the Department for any purpose including Worker's Compensation.
- C5. The grantee shall not issue funds from this grant to individuals if that individual is delinquent in child support or maintenance payments [s.144.25(9)(L), Wis. Stats]. The grantee shall comply with this condition by verifying a cost share recipient non-delinquent at the time of signing a cost share agreement by accessing the Department of Workforce Development website.
- C6. In connection with the performance of work under this agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision includes but is not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to provide and post notices in conspicuous places, available for employees and applicants for employment, setting forth the provisions of this nondiscrimination clause. Grantee shall take affirmative action to ensure equal employment opportunities.
- C7. Grantees shall comply with annual Single Audit requirement as specified in OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations" and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.

PART 5. INELIGIBLE COSTS

1. Costs incurred, or work performed, either prior to or after the grant period [page 1, Part 1], unless specifically authorized in the grant Scope.
2. Costs for installation of a best management practice which does not meet the conditions of the applicable administrative codes governing this grant, or which are inconsistent with the grant application.
3. Costs for practices identified as ineligible practices in the applicable administrative codes governing this grant or which are specifically excluded in the contract approval letter.
4. Costs which exceed or do not satisfy the cost containment procedures of the applicable administrative code governing this grant.
5. Costs to perform operation and maintenance of best management practices.
6. Costs specified in NR. 155.15(2), Wis. Admin. Code.

FOR THE GRANTEE

By:



Mustafa Emir, P.E.
Authorized Representative

Village Engineer
Title

FEB 4, 2015
Date Signed

MUSTAFA EMIR
(Printed Name, If Different Than Authorized Representative on P.1)

FOR THE STATE OF WISCONSIN

By


Mary Rose Teves, Director
Bureau of Community Financial Assistance

02/15/15
Date Signed

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project. Alternatively, you may certify that commitment below.

Certification provided as an alternative to evidence of local share:

I, the undersigned, hereby certify and attest that the grantee has incorporated the "local share" of funding for the project covered by this grant within the municipal budget, or has otherwise made provisions to provide the local share.



Authorized Representative



Resolution Number Authorizing Expenditure



Village of Whitefish Bay
5300 N. Marlborough Drive
Whitefish Bay, Wisconsin 53217

Phone: 414-962-6690
Fax: 414-962-5651

Memorandum

To: Public Works Committee
From: Spencer Charczuk, E.I.T.
Date: April 11th, 2016
Re: 2016 Pavement Improvement Program

The 2016 Pavement Improvement Program will improve the road condition of qualifying streets within the Village.

The project was open to public bid with a bid opening occurring on March 2nd. Listed below are the 2 bids that were received for the project. The project includes an alternate bid to cover various repairs to manholes, catchbasins, and streets throughout the Village.

| | Base Bid | Alternate | Total |
|-----------------|--------------|-------------|--------------|
| Payne and Dolan | \$384,522.75 | \$38,046.25 | \$422,569.00 |
| Stark Pavement | \$394,747.00 | \$46,921.00 | \$441,668.00 |

The total bid was below the engineer estimate of \$456,808.85 and the 2016 Pavement Improvement Budget of \$475,000.00. This is a capital improvement project and funding for the base bid will come from the Borrowed Money Fund(Fund 43). Funding for the alternate bid will come from Sewer Utility Fund(Fund 20), Stormwater Utility Fund(Fund 33), and Water Utility Fund(Fund 32).

Payne and Dolan is the low bidder for this project. They have completed prior work in the Village including the 2014 and 2015 Pavement Improvement Project. Payne and Dolan is qualified to perform the work for this year's Pavement Improvement Project.

It is recommended that the Public Works Committee approve the award of the 2016 Pavement Improvement Project to the low bidder, Payne and Dolan, in the amount of \$422,569.00 with a 10% contingency for a total award of \$464,855.60.

Spencer Charczuk, E.I.T.
Attached: Project Map



2016 Mill and Overlay



Asphalt Mill and Overlay

The Village of
Whitefish Bay
 Milwaukee County
 Wisconsin





Village of Whitefish Bay
5300 N. Marlborough Drive
Whitefish Bay, Wisconsin 53217

Phone: 414-962-6690

Fax: 414-962-5651

Memorandum

To: Public Works Committee
From: Spencer Charczuk, E.I.T.
Date: April 11th, 2016
Re: 2016 Sidewalk Improvement Program

The 2016 Sidewalk Improvement Project will replace defective sidewalk slabs using criteria that identify hazards within the public right of way.

This project was open to public bid with a bid opening occurring on March 2nd. Listed below are the 5 bids that were received for the project.

| | |
|-------------------|--------------|
| DC Burbach | \$88,302.50 |
| Snorek | \$92,187.50 |
| Raza | \$94,598.50 |
| Marvin Gleason | \$155,125.00 |
| Milwaukee General | \$157,967.50 |

The bid was below the engineer estimate of \$92,630.00 and below the 2016 Sidewalk Budget of \$100,000.00. This is a capital improvement project and funding will come from the Borrowed Money Fund(Fund 43).

DC Burbach is the low bidder for this project. They have completed prior work in the Village including the 2014 Alley Project and were the sub-contractor for the 2015 Mill and Overlay Project. DC Burbach is qualified to perform the work for this year's Sidewalk Project.

It is recommended that the Public Works Committee approve the award of the 2016 Sidewalk Improvement Project to the low bidder, DC Burbach, in the amount of \$88,302.50 with a 10% contingency for a total award of \$97,132.75.

Spencer Charczuk, E.I.T.

Attached: Sidewalk Map

