



## **Public Works Committee Agenda**

**Monday, November 14, 2016 at 4:00 pm**

**Whitefish Bay Village Hall**

- 1. Call to Order**
- 2. Review and Approve minutes of September 15, 2016 Public Works Committee Meeting**  
see attachment
- 3. Lancaster Avenue Storm Sewer Lining Project Contract Award**  
see attachment
- 4. Cramer Street Storm Sewer Project—Design Engineering Service Agreement (Clark Dietz)**  
see attachment
- 5. Clark Dietz Village Engineer Contract Renewal**  
see attachment
- 6. 2016 / 2017 Project Update**  
DOT HSIP Grant, 2016 Roadway/Utility Project, 2016 Sanitary Sewer Improvement Project, PPII
- 7. Next scheduled meeting – to be determined**
- 8. Adjournment**

Posted: 11/11/16

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.

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

**Village of Whitefish Bay, Wisconsin**  
**Public Works Committee Meeting Minutes**  
**September 15, 2016 3:00 PM**

**Whitefish Bay Village Hall    5300 North Marlborough Drive**

**I.     Call to Order and Roll Call**

The meeting was called to order at 3:03 pm.

Present: Trustee Serebin, Trustee Fuda, Trustee Miller, Tom Kindschi.

Also Present: Village Manager Steven Sheiffer, Public Works Director John Edlebeck, Village Engineer Mustafa Emir, Mafizul Islam of SIGMA Group and Staff Engineer Spencer Charczuk.

**II.    Approval of Minutes August 23, 2016 Public Works Committee Meetings**

*Trustee Fuda moved, seconded by Trustee Serebin to approve minute for August 23<sup>rd</sup>, 2016. Unanimous in favor. Motion approved.*

**III.   Good Hope Road Landfill Update**

Islam presented a slide presentation concerning issues with the Good Hope Road Landfill. Much of the groundwater contamination is due to previous illegal dumping. A plan has been set forth to cap the contaminated surface areas. Village personal met with the DNR on August 2<sup>nd</sup> 2016 to present a review and discuss remediation possibilities. Options were to cap the soil with a remedial plan for care or to transport and dispose of the bad soil to another approved location. Trustees were interested in a cost analysis for the removal of material versus capping on site. The possibility of further restricting access for vehicles as to prevent further contamination was discussed.

**IV.    Sigma Group Contract Amendment for Construction Engineering Services-2016 Roadway and Utility Improvement Project**

Edlebeck presented a review of the Sigma Group contract. The current project has had great success in having residents replace the private side of their lead water services. With the additional time put into inspection with the addition of the lead service replacements there is a need to adjust the construction inspection services agreement.

*Trustee Serebin moved, seconded by Trustee Fuda to recommend to the board an Amendment for Construction Engineering Services. Unanimous in favor. Motion approved.*

V. **Contract Award-2016 Sanitary Sewer Improvement Project**

Edlebeck discussed the upcoming 2016 Sanitary Sewer Improvement Project. The project was put out for public bid with Advance Construction of Green Bay, WI being the low bidding contractor. Trustee Miller asked about Henry Clay St and Palisades Rd and additional crossing at Lake Drive and Fairmount Ave.

*Trustee Serebin moved, seconded by Tom Kindschi to recommend to the board the award of the 2016 Sanitary Sewer Improvement Project. Unanimous in favor. Motion approved.*

VI. **Project Updates**

On Thursday September 22<sup>nd</sup> staff will be meeting with Berkeley Boulevard residents on site. Edlebeck discussed the need for storm sewer improvements around the 4600 block of Cramer St. Also due to recent rain event DPW staff was deployed after hours to perform bypass pumping procedures near Cahill Park. Paving of Murray Ave related to the water main replacement will occur shortly. The Pavement Improvement Program (Mill and Overlay) is currently underway. The Lydell Avenue Counsell Park project will be bid out soon with an award to occur in October. Lancaster Avenue Storm Sewer Lining Project design is complete with an project award occurring in November. Berkeley Blvd roadway and utility construction is on schedule. Elkhart Ave reconstruction is also on schedule.

VII. **Next Scheduled Meeting- tentative date -October 10th, 2016 at 4:00pm**

*Trustee Fuda motioned to adjourn, seconded by Tom Kindschi. Unanimous in favor. Motion approved. Meeting adjourned at 4:24pm.*



November 8, 2016

To: Chairman Miller and Members of the Public Works Committee  
From: John Edlebeck, Director of Public Works   
Re: **Lancaster Storm Sewer Lining Project (Lydell Avenue to Port Washington Road)**

Since 2010 the Village has experienced localized street flooding in the Lancaster Avenue area from Lydell Avenue to the east. In an attempt to remedy this matter, the Village Board contracted with the consulting engineering firm of SEH to scope and design a storm sewer project to reduce or eliminate this flooding. In 2011 Phase 1 storm sewer improvements were constructed on Lancaster Avenue from Kent Avenue to Lydell Avenue. The design was then begun on the Phase 2 storm sewer improvements to the west and was nearing completion by early 2015. Monies were borrowed by the Village at that time in anticipation of the upcoming Phase 2 storm sewer project.

In 2015, both Village Engineer Mustafa Emir and I reviewed the project design, scope and cost estimate and recommended that the Phase 2 project not be constructed as proposed. Village Public Works Department staff at that time inspected, televised and cleaned the existing downstream storm sewer pipe to better understand the existing conditions. Substantial physical blockages and impediments were found in the downstream storm sewer pipes that were removed, providing for unobstructed downstream stormwater flow. It is anticipated that this cleaning will provide for the needed pipe capacity to substantially minimize or reduce any future upstream surface flooding, however minor storm sewer improvements are still being considered within the intersection for possible 2017 installation.

This storm sewer lining project was bid out in late September 2016 with a cost estimate of \$225,000.00. On October 12, 2016 five bids were received and opened with the low bid submitted by Visu-Sewer in the amount of \$157,563.75. Funding for this work will be from previously borrowed funds by the Village identified for stormwater improvements.

It is Village Public Works Department staff recommendations to award this contract to Visu-Sewer for the unit price bid amount not to exceed \$157,563.75.



October 12, 2016

John Edlebeck, PE  
Director of Public Works  
Village of Whitefish Bay  
155 W. Fairmont Avenue  
Whitefish Bay, WI 53217

Re: 2016 Lancaster Storm Sewer Lining Project

Dear John,

I reviewed and tabulated the three bids received for the 2016 Lancaster Storm Sewer Lining Project and confirm that the as-read low bidder, Visu-Sewer Inc. of Pewaukee, Wisconsin is the low bidder for this project. The bid amounts are as follows:

Lametti & Sons, Inc:	\$ 178,650.00
Leak Eliminators LLC:	\$ 227,355.00
Michels Corporation:	\$ 161,981.25
Terra Engineering and Construction:	\$ 198,525.00
Visu-Sewer Inc:	\$ 157,563.75

Overall, the bids came in very favorably for the Village. Accordingly, Clark Dietz recommends that the Village award a contract to the low responsible bidder, **Visu-Sewer Inc. of Pewaukee, Wisconsin** in the amount of \$157,563.75.

Sincerely,

Clark Dietz, Inc.

Mustafa Emir, PhD, PE  
Village Engineer



November 7, 2016

To: Chairman Miller and Members of the Public Works Committee  
From: John Edlebeck, Director of Public Works *JEd*  
Re: **Cramer Street Storm Sewer Improvement Project (Glendale Avenue to Wilshire Road)**  
**Design Engineering Services Agreement – Clark Dietz**

Substantial street flooding was experienced in the 4600 block of N. Cramer Street on both August 30 as well as September 7, 2016. Storms on both of the days equated to approximately a 5 year rain occurrence. This type of surface flooding has occurred before on this street and is expected to reoccur. Following those rain events Village crews cleaned and televised the downstream storm sewer mains and found no obstructions.

Village Engineer Mustafa Emir and I ran several modified village storm sewer models for this area and identified preliminarily a cost effective solution to alleviate this surface flooding. Installation of an additional parallel 15' and 18' storm sewer main on N. Cramer Street from Glendale Avenue to Wilshire Road was shown by the model to substantially reduce the currently experienced flooding.

An early estimated project cost of \$120,000 includes storm sewer pipe installation and roadway patching. Complete street resurfacing may be warranted however, increasing the project cost. Funding for this work will be from previously borrowed funds by the Village identified for stormwater improvements.

It is Village Public Works Department staff recommendations to award this contract for Cramer Street Storm Sewer Improvement Project - Design Engineering Services to Clark Dietz for the amount of \$9,400.00.



October 19, 2016

Mr. John Edlebeck, PE  
Director of Public Works  
Village of Whitefish Bay  
5300 N. Marlborough Drive  
Whitefish Bay, WI 53217

Re: Work Order Authorization No. 9  
**North Cramer Street Storm Sewer Improvements**

Dear John,

The work elements presented herein will be provided according to the stipulations of the Professional Services Agreement dated January 18, 2015 between Clark Dietz and the Village of Whitefish Bay.

The 4600 and 4700 blocks of Cramer have suffered from surface ponding of runoff during heavy rains. This condition is particularly threatening to a number of residences that are located on the low parcels compared to the roadway.

Problem Definition:

The surface ponding occurs despite the presence of storm sewers and a number of catch basins along the street. In order to reduce the frequency of ponding, we considered the following items as potential root causes of the problem:

- 1- Inlet Capacity on Cramer Street: street ponding may be caused by insufficient inlet capacity to drain the runoff into the storm sewers.
- 2- Storm sewer capacity on Cramer Street: storm sewer pipes on Cramer Street may not have sufficient capacity to handle the street runoff as well as transmitting street runoff originating from Glendale Avenue.
- 3- Storm sewer capacity downstream of Cramer Street: finally, storm sewers downstream of Cramer street may not have adequate capacity to accept and transmit the runoff to allow Cramer street to drain properly.

Computer Analysis:

We analyzed the potential causes of ponding using a computer model of the storm sewer system, and showed that the limiting factor in drainage at the 4600 and 4700 blocks of Cramer Street is the flow handling capacity of the storm sewers serving these two blocks. We also showed that, if the capacity of the storm sewers in these blocks is increased, downstream storm sewers have the adequate capacity to handle the increased flows.



Proposed Solution:

Accordingly, the solution to street ponding reduction on Cramer Street is the addition of storm sewer pipes from Wilshire to about the middle of the 4600 block, a length of approximately 850 feet. The existing storm sewer will be left in place.

The additional storm sewer sizes will be 15-inch diameter in the 4600 block and 18-inch diameter in the 4700 block. New inlets to allow more runoff to enter the system will also be installed. When complete, the parallel system will increase drainage capacity by 80 percent and will provide significant reductions in street ponding on Cramer Street.

Construction Cost Estimate:

The probable cost of construction of the parallel storm sewer system is \$120,000, including catch basins and roadway patch restoration.

Design Engineering and Bidding:

Clark Dietz will design the Cramer Street storm sewer, specify pipe materials, elevations, and inlet locations along the alignment.

The public bidding for the storm sewer will be scheduled for early 2017.

The Professional Services Fee for the Cramer Street storm sewer design included Work Order No. 9 will be invoiced on an hourly basis and the total fee will not exceed \$9,400.

Sincerely,  
Clark Dietz, Inc.

Mustafa Emir, PhD, PE  
Vice President

**WORK ORDER APPROVAL**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Date



November 9, 2016

To: Chairman Miller and Members of the Public Works Committee  
From: John Edlebeck, Director of Public Works *John Edlebeck*  
Re: **Village Engineer Services Contract Renewal - Clark Dietz**

In 2014 the Village Board solicited and interviewed several local civil engineering consulting firms for the services of Village Engineer. Following that process, the Village Board selected the engineering firm of Clark Dietz and signed a two year engineer services contract agreement for the years 2015-2016.

Each and every employee of Clark Deitz that I have had contact with over the past 18 months on our various Village projects has been professional, thorough and responsive. It is my opinion it is in the Village's best economic interest to continue this successful relationship. Clark Dietz has been an invaluable resource in the successful operation of our department.

It is Village Public Works Department staff recommendations to strongly recommend a two year renewal (2017-2018) of the Village Engineer Services Agreement to Clark Dietz as outlined in the attached proposal.

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name (“Project”)**

**Village of Whitefish Bay Municipal Engineering Services**

This Agreement is by and between

**Village of Whitefish Bay (“Client”)**

5300 N. Marlborough Drive  
Whitefish Bay, WI 53217

and

**Clark Dietz, Inc. (“Clark Dietz”)**

759 North Milwaukee Street, Suite 624  
Milwaukee, WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

**Agreed to by Client**

**Agreed to by Clark Dietz**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Mustafa Emir, PhD, PE

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Project Description**

The Client is retaining Clark Dietz to perform Municipal engineering services to be provided on an “as requested” and “as directed” by the Client (“**Services**”). Services will generally include all tasks and deliverables reasonably necessary to address Client’s needs and within Clark Dietz’s areas of competence, including but not limited to attendance at meetings as requested by the Client, management of Village consultants, including oversight, selection, and evaluation, technical opinions regarding matters affecting Village government and residents, reviews and comments on various matters as requested and directed by the Client, assistance to Village Board and Staff as directed and requested by the Client.

**B. Scope**

Clark Dietz will provide Services **only as specifically requested and directed by the Client**, and upon written notice to proceed based on an approved Work Order for specific Services. Services includes but is not limited to:

- Infrastructure planning
- Engineering Design and/or construction management
- Attendance at meetings, including public information meetings
- Providing engineering opinion on matters affecting Village government and or residents
- Grant research, grant writing, grant management
- Coordination activities with other Agencies or Municipalities
- Providing cost estimates and schedules for planned infrastructure

Services will be delivered on an hourly fee basis. All Services shall be approved by Client in advance in the form of a Work Order setting forth the proposed Services with an estimate of the total cost at rates and costs at or below the Schedule of General Billing Rates and the Schedule of Project Related Expenses, or an agreed upon fixed fee.

**C. Schedule**

Services are expected to start in **January 2017**.

**D. Assumptions/Conditions**

This Agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.
2. Mustafa Emir shall be the designated Clark Dietz representative assigned to the Client.
3. This Agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
4. This Agreement does not include geotechnical investigations.
5. This Agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
6. This Agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

**E. Electronic Data Format**

1. The Reports and Drawings for this project will be provided to Client in printed and digital format.
2. Reports will be provided in MS Office and Adobe Acrobat format.
3. Drawings will be provided (if requested by the Client) in AutoCAD format.

**F. Village Engineer Designation**

Mustafa Emir, PhD, PE shall be designated as the Village Engineer for Client via this Agreement with Clark Dietz. In the event that Mr. Emir (or a Client approved Designee) is no longer available to service the Client as Clark Dietz designated representative to the Client's satisfaction, Client may terminate this Agreement on ten (10) days written notice.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall provide, at its expense, the following in a timely manner so as not to delay the Services:

**A. Information/Reports**

Reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz might request and may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

A designated representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be John Edlebeck, Director of Public Works, Village of Whitefish Bay or any future designee identified by the Director of Public Works, Village Manager or Village Attorney.**

**C. Decisions**

All criteria and full information as to Client's requirements for the Services and timely decisions on matters relating to the Services.

## PART III COMPENSATION

### A. Compensation

1. Compensation to Clark Dietz for Services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement shall not exceed the hourly billing rates shown in the attachment, "Schedule of General Billing Rates" without prior written consent of Client.
2. The compensation authorized by this Agreement will be determined at the time of each assignment, and shall include the following:
  - a. Payment for outside consulting and/or professional Services performed by a sub-consultant will be at actual invoice cost to Clark Dietz plus five percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these Services.
  - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus five percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

### B. Billing and Payment

1. Timing/Format
  - a. Invoices for Clark Dietz's fee shall be submitted monthly reflecting the Services completed for that month. Invoices are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by such documentation as Client may reasonably require.
  - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
  - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of Services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume Services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records  
Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for six (6) years after completion.

**PART IV  
EQUAL EMPLOYMENT OPPORTUNITY**

**WISCONSIN CLAUSE**

In connection with the performance of work under this Agreement, Clark Dietz (hereinafter referred to as the "Consultant") 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), sexual orientation or national origin. This provision shall include, but not be limited to, the following: 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. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**PART V**  
**STANDARD TERMS AND CONDITIONS**  
**Page 1 of 2**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Either party may terminate this Agreement without cause on one hundred twenty (120) days written notice. Client shall pay Clark Dietz for all Services rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts subject to Client approval and in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz and Client as additional insureds on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional Services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

**PART V**  
**STANDARD TERMS AND CONDITIONS**

**Page 2 of 2**

The Client agrees that Clark Dietz shall not be liable to a third-party for more than Clark Dietz's fair share of damages or liabilities suffered by the third-party, when those damages or liabilities were caused, in whole or in part, by the Client's negligent acts in connection with the Project, or caused, in whole or in part, by the acts of others for whom the Client is legally liable or responsible.

Neither the Client nor Clark Dietz shall be obligated to pay contribution to the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** The Village agrees that, to the fullest extent permitted by law, Clark Dietz's total liability to the Village for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from any causes, including but not limited to, Clark Dietz's negligence, error, omissions, strict liability, or breach of contract shall not exceed Two Million Dollars (\$2,000,000).

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the Services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of Services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' Services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of Services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after the claiming party knew or reasonably should have known of the facts giving rise to the cause of action.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the Services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

25. **TERM.** This Agreement shall be for an initial two (2) year term commencing January 1, 2015 and ending on December 31, 2016 and shall automatically renew for successive one (1) year terms on each anniversary date thereafter unless either party notifies the other in writing by September 1 of the current year of non-renewal for the succeeding year.

## SCHEDULE OF GENERAL BILLING RATES

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$230.00
Engineer 8	210.00
Engineer 7	190.00
Engineer 6	180.00
Engineer 5	160.00
Engineer 4	140.00
Engineer 3	125.00
Engineer 2	110.00
Engineer 1	100.00
Technician 6	160.00
Technician 5	135.00
Technician 4	125.00
Technician 3	105.00
Technician 2	85.00
Technician 1	75.00
Clerical	80.00
Mustafa Emir – Village Engineering – General Services	175.00
Mustafa Emir – Project Work - Special Assignments	190.00
Public Works Committee Meetings (per person)	250.00/meeting
Village Board Meetings (per person)	300.00/meeting
Neighborhood Meetings (per person)	350.00/meeting

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker’s Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and sub-consultants will be billed at 105% of actual cost to cover handling and administrative expenses.

**SCHEDULE OF PROJECT RELATED EXPENSES**

**CLARK DIETZ INC.**

Vehicles	
Autos	\$0.54/mile
Field Vehicles	\$60.00/day or \$0.54/mile (per agreement)
Survey Truck	\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment	\$20.00/hour
GPS Survey Equipment	\$30.00/hour
Nuclear Soils Compaction Gauge	\$50.00/day
CADD Usage	\$20.00/hour
Large Format Plotting and/or Copying*	
(12"x18")	\$0.50/sheet
(22"x34" or 24"x36")	\$1.75/sheet
(30"x42")	\$2.50/sheet
(36"x48")	\$3.00/sheet
Large Format Scanning*	
(12"x18")	\$.30/sheet
(22"x34" or 24"x36")	\$1.00/sheet
(30"x42")	\$1.50/sheet
(36"x48")	\$2.00/sheet
Hotels & Motels	} At Cost
Meals	
Federal Express & UPS	
Public Transportation	
Film and Development Supplies	

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with \* are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and sub-consultants will be billed at 105% of actual costs to cover handling and administrative expenses.

**From:** Trustee Davis  
**Sent:** Wednesday, November 09, 2016 8:30 PM  
**To:** Sheiffer, Steven  
**Cc:** Engineer; Trustee Davis  
**Subject:** RE: MMSD/ Tuesday, November 15 meeting

Dear Steve,

Please forward this e-mail to President Siegel and the rest of the Village Trustees. Thank you for informing us of the upcoming meeting with MMSD in the wake of Mr. Shafer's letter to the Village telling us we should find a way to spent the I&I funds that MMSD has allotted us. As you know, he is absolutely right that that foundation drains (mostly) are the cause of too much infiltration into the sanitary sewer that lead to surcharging. We have many miles of storm pipe in the village with few connections of private homes to the storm sewer, thus unneeded infiltration. Even our newest street projects that have added costly storm pipe to areas where there was none have not seen many new storm hookups due to the high cost to homeowners.

I support using MMSD I&I funds to incentivize homeowners to connect to the existing storm sewer system. We might be able to use these funds going forward and perhaps retroactively to incentivize all connections made in the wake of the notorious 2010 flood season. Further, I suggest that the Village Engineer prepare general recommendations for those wishing to connect to the storm sewer system. Specifically, there is some question as to whether a surcharging STORM sewer could result in basement backups of storm water. When I connected to the storm system recently I sought to forestall this problem by emptying a 1.5" sump pump line into a 6" storm pipe outside the house so that surcharging storm water will vent outside the house rather than backing up into the house through the sump pump line which is also check-valved. Guidance on such matters might increase the number of homeowners willing to participate.

I would love to be at the Tuesday meeting with MMSD but have to give a lecture at exactly that time.

With thanks and every good wish,

Garry Davis