

**AGENDA  
STORM WATER UTILITY  
COMMITTEE**

**MONDAY, MAY 7, 2012  
ROOM 202  
5:00 P.M.**

***Patrick Juliana, Chairman  
Scott N. Gordon, Vice Chairman  
Steve Bostrom***

***Eric Haugaard  
Jan Michalski  
G. John Ruffolo***

**A. APPROVAL OF MINUTES**

A-1 Approval of minutes of regular meeting held on April 11, 2012.

**C. REFERRED TO COMMITTEE**

C-1 Approval of Professional Services Agreement with Ruekert Mielke for 2012 Illicit Discharge Inspection.

C-2 Approval of Professional Services Agreement with Ruekert Mielke for Pennoyer Park Construction Review Services subject to a CIP Amendment.

C-3 Approval of Professional Services Agreement Amendment with AECOM for Pennoyer Stormwater Project subject to a CIP Amendment.

C-4 a. Approval of Professional Services Agreement with Ruekert Mielke for Citywide Stormwater Management Study.  
b. Approval of Additional Field Work for Stormwater Study with Ruekert Mielke.

C-5 Award of Contract for Project 12-1024 60<sup>th</sup> Street Resurfacing (60<sup>th</sup> Street - 22<sup>nd</sup> Avenue to 8<sup>th</sup> Avenue) to Cicchini Asphalt, LLC (Kenosha, Wisconsin) in the amount of \$1,071,000. **(Districts 2 & 3)**

C-6 Disbursements for the month of March 2012.

INFORMATIONAL: Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

STAFF COMMENTS

ALDERMAN COMMENTS

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE CALL 653-4050 BEFORE NOON ON THE DATE INDICATED FOR THIS MEETING.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

STORM WATER UTILITY COMMITTEE  
- MINUTES -

WEDNESDAY, APRIL 11, 2012  
4:30 P.M.

Anthony Nudo, Chairman  
G. John Ruffolo, Vice Chairman  
Steve Bostrom

Patrick Juliana  
Jan Michalski  
Ray Misner

The regular meeting of the Storm Water Utility Committee was held on Wednesday, April 11, 2012 in Room 202 of the Municipal Building. The following members were present: Chairman Anthony Nudo, Vice Chairman G. John Ruffolo, Aldermen Steve Bostrom, Patrick Juliana, Jan Michalski and Ray Misner. The meeting was called to order at 4:35 pm. Staff members in attendance were Mike Lemens and Shelly Billingsley.

- A-1 Approval of minutes of regular meeting held on March 28, 2012.  
*It was moved by Alderman Juliana, seconded by Alderman Michalski to approve. Motion passed 6-0.*
- C-1 Approval of Professional Service Contract with Trees "R" Us, Inc., to Prune Trees in the Lawn Park Area in the amount of \$76,000. *(also referred to Park Commission)*  
*It was moved by Alderman Michalski, seconded by Alderman Juliana to approve. Motion passed 6-0.*
- C-2 Approval of Lawn Park Bioswales for the Pennoyer Beach Outfall GLRI Grant.  
*It was moved by Alderman Ruffolo, seconded by Alderman Bostrom to approve. Motion passed 6-0.*
- C-3 Agreement by and between the City of Kenosha, Wisconsin, a municipal corporation, and the City of Racine Health Department for the Fund for Lake Michigan.  
*It was moved by Alderman Michalski, seconded by Alderman Ruffolo to approve contingent upon changing the agreement to be with the City of Kenosha Storm Water Utility not the City of Kenosha. Motion passed 6-0.*

INFORMATIONAL:

- Shagbark Recreational Trail Development and Grant
- Annual Report – *Shelly announced additional funds will be coming from a Stewardship Grant that another community couldn't match. Alderman Misner commended staff for all their work in getting grant funding.*
- Project Status Report
- 

STAFF COMMENTS: Chris Pagels, Soil Erosion Specialist, has given his resignation. His last day will be May 2, 2012.

ALDERMAN COMMENTS:

- *Chairman Nudo thanked staff for all of their help with the Storm Water Utility. The Utility was in a different place a few years ago and has come very far and he knows it will be left in good hands.*
- *Alderman Bostrom thanked Chairman Nudo and said he learned a lot from him.*

- *Alderman Misner thanked Chairman Nudo. He said he took the committee and made it is own entity. He watched the funding and furthered the committees efforts and said it was a job well done.*
- *Alderman Juliana thanked Chairman Nudo and Alderman Misner for bringing a lot of knowledge to the committee.*

ADJOURNMENT - There being no further business to come before the Storm Water Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 4:57 pm.



STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

C-1  
ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
DIRECTOR/CITY ENGINEER

SOIL EROSION SPECIALIST  
CHRIS PAGELS

**DEPARTMENT OF STORMWATER UTILITY**  
**MICHAEL M. LEMENS, P.E., DIRECTOR**

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056

May 4, 2012

To: Patrick Juliana, Chairman  
Stormwater Utility Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Subject: *Approval of Professional Services Agreement with Ruckert Mielke for 2012 Illicit Discharge Inspection (AKA Dry Weather Screening)*

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility has received a proposal to complete the 2012 Dry Weather Storm Sewer Outfall Screening at 35 outfalls as required by the City's Wisconsin Pollutant Discharge Elimination System (WPDES) permit and NR 216.07 (exhibit of locations requiring testing/screening is attached). The Stormwater Utility utilized Ruckert-Mielke to complete the 2010 and 2011 dry weather screening. Staff would like for Ruckert-Mielke to complete the screening again this year to begin graphing test results to better aid the Utility in the future to find illicit discharges and the ability to better pinpoint violations for the three years that they have tested to determine a baseline reading.

This screening will involve two separate analyses of which are the following:

- Illicit Discharge Outfall Inspection where no flow is present. This will incorporate a visual observation.
- Illicit Discharge Outfall Inspection where flow is present. This will require that a grab sample be taken and the following tested and recorded:
  - Temperature of discharge
  - pH, ammonia, detergent, phenol, soluble copper and free/total chlorine.
  - If elevated levels are found additional work will be coordinated to determine the possible sources of these levels as specific to each outfall at an additional fee that will be dependent on the testing required.
- Summary Report will be completed and a copy will be required to be submitted to the Department of Natural Resources for compliance with the City's WPDES permit.

The proposed fee to complete this work is based on the following items as listed above: The cost of outfalls with no flow present is \$150 per outfall, the cost with flow is \$300 per outfall and the cost to complete the summary report is \$2,500. There are 35 outfalls within the City therefore the estimated cost of the contract is not to exceed \$10,000 without the prior authorization of the City. (This is estimating 10 outfalls with no flow present and 25 outfalls with flow present).

The funding for this work will be paid for out of account 501-09-50102-219 from which this work was budgeted.

**RECOMMENDATION**

Approve the Agreement between the Kenosha Stormwater Utility and Ruckert & Mielke for \$10,000 and authorize the Director to execute the contract. The funding for this work will be paid for out of account 501-09-50102-219 from which this work was budgeted.

April 10, 2012

Ms. Shelly Billingsley, P.E.  
Assistant City Engineer  
City of Kenosha  
Municipal Building  
625 52nd Street  
Kenosha, WI 53140

Re: Storm Sewer Illicit Discharge Inspection Proposal

Dear Shelly:

Thank you for the opportunity to provide illicit discharge inspection services to help the City of Kenosha comply with their WPDES storm water permit. We have enjoyed working with the City on last year's inspection program, and welcome the opportunity to continue that relationship through this project.

We understand the storm sewer illicit discharge inspection project to consist of the following components:

Illicit Discharge Outfall Inspection Where No Flow is Present

- Inspect each outfall as requested by the City during dry weather conditions (no precipitation within a 72 hour period prior to the inspection).
- Measure the outfall size.
- Complete the field screening form based on visual observation at the end of the pipe.

Illicit Discharge Outfall Inspection Where Flow is Present

- Inspect each outfall as requested by the City during dry weather conditions (no precipitation within a 72 hour period prior to the inspection).
- Measure the outfall size.
- Gather a 250 milliliter grab sample of the discharge in a polyethylene bottle.
- Complete an in-field temperature measurement of the storm sewer discharge.

Ms. Shelly Billingsley, P.E.  
Proposal for Storm Sewer Illicit Discharge Inspection Proposal  
April 10, 2012  
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- Complete pH (digital pH meter), ammonia (salicylate method), detergent (methylene blue method), phenol (4-aminoantipyrine method), soluble copper (bathocuproine method) and free/total chlorine (DPD method) measurements of the storm sewer discharge.
- Complete the field screening form based on visual observation at the end of the pipe.
- If additional testing is warranted, determine the laboratory test protocol based on visual cues of the discharge, the previously-completed in-field testing and the land use within the contributing drainage area. Coordinate this additional testing with the City's preferred testing laboratory. The actual cost of additional laboratory testing would be paid directly by the City and is not included in the fees outlined below.

#### Summary Report

- Prepare a summary report at the completion of the testing program.
- The report will include a written summary of the testing program, an exhibit documenting the location of the completed inspections, and full color printouts of each inspection form and graphs for each outfall to summarize the 2010-2012 test results.
- Provide five bound copies and one digital copy of the report to the City.

We propose to complete each outfall inspection where no flow is present for a lump sum cost of \$150 per outfall, and each outfall inspection where flow is present for a lump sum cost of \$300 per outfall. We propose to complete the summary report preparation for a lump sum fee of \$2,500. The total cost of this work shall not exceed \$10,000 without prior authorization from the City. Additionally, these costs are based on a minimum of three inspections per trip.

In the event City staff is alerted of an illicit discharge in progress, the outfall inspection services listed above will be available on an emergency basis at a lump sum cost of \$500 per inspection. Under these emergency services, the outfall inspection, testing and grab sampling will be completed as soon as possible, and no later than within 18 hours (Monday through Friday) after notification. Under this scenario, Ruekert/Mielke will also notify the Wisconsin Department of Natural Resources of the discharge within 24 hours after notification from the City. Notification received from the City on Saturday or Sunday will be addressed on a case-by-case basis.

Ms. Shelly Billingsley, P.E.  
Proposal for Storm Sewer Illicit Discharge Inspection Proposal  
April 10, 2012  
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If illicit discharges are located and the City desires additional follow-up investigations, these services will be provided at our standard hourly rates.

This scope of work does not include agency or resident coordination, preparation of additional reports or figures, hazardous waste coordination, or hazardous sample disposal. If desired, these services may be performed at our standard hourly rates. This scope of work is also predicated on the City obtaining appropriate access for Ruekert/Mielke inspectors to all discharge locations.

The above described professional services will be provided to you in accordance with the attached two page **Standard Terms & Conditions** dated December 7, 2000, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning two fully executed copies to our office.

If after reviewing the above information you should have any questions please feel free to contact me.

Very truly yours,

RUEKERT/MIELKE



Steven C. Wurster, P.E.  
Principal/Civil/Municipal Supervisor

SCW:tag  
Enclosure(s)  
cc: Kenneth R. Ward, P.E., Ruekert/Mielke  
File



Ms. Shelly Billingsley, P.E.  
Proposal for Storm Sewer Illicit Discharge Inspection Proposal  
April 10, 2012  
Page 4

CLIENT NAME:

City of Kenosha

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

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

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

ENGINEER:

Ruekert & Mielke, Inc.

By: William J. Mielke  
William J. Mielke

Title: President/CEO

Date: April 10, 2012

ATTEST:

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

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

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

Designated Representative:

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

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

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Designated Representative:

Name: Steven C. Wurster, P.E.

Title: Principal/Civil Municipal Supervisor

Phone Number: (262) 542-5733

Facsimile Number: (262) 542-5631

**A. Standard of Care**

The standard of care for all professional engineering and related 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.

**B. Authorized Representative**

Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and duties and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of each respective party.

**C. Payments to ENGINEER**

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

**D. Ownership and Reuse of Documents**

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any documents pertaining to this Agreement by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, defend, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

**E. Opinions of Probable Construction Cost**

Construction Cost is the cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

**F. Total Project Costs**

Total Project Costs are the sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, OWNER's costs for legal, accounting, insurance counseling or auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to OWNER.

**G. Hazardous Environmental Conditions**

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Project. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and Regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.

**H. Access**

OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

**I. Limit of Liability**

To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and consultants, or any of them to OWNER and anyone claiming by, through, or under OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of ENGINEER or ENGINEER's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not exceed the total amount of \$2,000,000.

**J. Insurance**

ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

**K. Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination.

**L. Indemnification and Allocation of Risk**

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph L.2. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph L.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph L.1. is subject to and limited by the provisions agreed to by OWNER and ENGINEER in paragraph I. "Limit of Liability," of this Agreement.

**M. Independent Contractor**

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or the ENGINEER. ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with CONTRACTORS and other entities involved in this project to carry out the intent of this paragraph.

**N. Force Majure**

ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.

**O. Severability and Waiver of Provisions**

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**P. Dispute Resolution**

1. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of relating to this Agreement or the breach thereof ("disputes") to mediation.

**Q. Construction Review**

1. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

**END OF DOCUMENT**



STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
DIRECTOR/CITY ENGINEER

SOIL EROSION SPECIALIST  
CHRIS PAGELS

C-2

**DEPARTMENT OF STORMWATER UTILITY**  
**MICHAEL M. LEMENS, P.E., DIRECTOR**

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056

May 4, 2012

To: Patrick Juliana, Chairman  
Stormwater Utility Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Cc: Eric Haugaard  
District 1

Tod Ohnstad  
District 6

Subject: *Approval of Professional Services Agreement with Ruekert Mielke for Pennoyer Park Construction Review Services (Subject to CIP Amendment)*

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility has received a proposal to complete construction review services for the construction of the Great Lakes Restoration Initiative (GLRI) Grant project for Pennoyer Beach. Due to the current workload on available staffs we will be unable to meet the requirements of inspection documentation needed to successfully manage the construction related to the GLRI grant requirements. The construction is anticipated to begin in early June and be completed by August (weather dependent).

AECOM has completed the plans but due to their current work load were unable to provide us a quote for construction services. Ruckert Mielke is very familiar with the plans as a large coordination effort was needed in the development of the dredging plans by both consultants as work may be performed in the same timeframe.

This work will require a CIP amendment that staff is currently coordinating with the Finance Department.

**RECOMMENDATION**

Approve the Agreement, subject to funding, between the Kenosha Stormwater Utility and Ruckert & Mielke for \$15,000 to include their quote of \$13,800 and a \$1,200 contingency and authorize the Director to execute the contract.

April 12, 2012

Ms. Shelly Billingsley, P. E.  
Director of Engineering  
City of Kenosha  
Municipal Building  
625 52nd Street  
Kenosha, WI 53140

Re: Pennoyer Park Construction Review Services

Dear Shelly:

Thank you for the opportunity to provide the City of Kenosha with an estimate for construction review services for the installation of the Pennoyer Beach Outfall Infiltration Basin, Project 11-1125. As we discussed, the need for construction review on this project is not necessarily full time review but can be limited to spot inspections of critical portions of the work. At the time of pipe installations or significant installations, there may be a greater need for full-time inspection for those individual elements. Our construction review would utilize e-Fields reporting software, which would then allow for a report system to be submitted directly to oversight agencies in accordance with the Great Lakes Restoration Initiative (GLRI) grant. We propose to use Kevin Wagner, EIT for the spot inspections of this project. If needed, Kevin's efforts will be supplemented by other construction review personnel within Ruekert/Mielke, most likely, Mike Hallada, who the City is already well aware of through his assistance with the City's storm sewer illicit discharge inspection program. We propose to provide the following services:

- Erosion control review and reports.
- Quantity verification.
- Conformance to project plans and specifications.
- Part-time spot inspection for the installation of most project bid items.
- Full-time inspection only as authorized by the City for items such as storm sewer or piping installations.
- Consistent tracking of on-site personnel and operations.



Ms. Shelly Billingsley, P. E.  
Re: Pennoyer Park Construction Review Services  
April 12, 2012  
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- Notification to the City of critical points within the construction for their review.
- Providing reports on a weekly basis.

Based upon the project size, we estimate approximately 2.5 hours per visit, including preparation of reports and submittal to the City. We also estimate that two 8-hour days will be needed to review installation of the piping system and the setting of the storm diversion structure No. 1. This would then have a total approximately hours for inspection services of 103 hours or an estimated cost of \$9,100. If at any time we feel that less inspection services or a lower level of effort is needed, we will consult with the City in order to endeavor to reduce the overall cost of the project to the City.

In addition to the above, the City has also requested that we consider and review and assist with GLRI reporting requirements. This would include assembling all project reports for submittal in accordance with the grant requirements assisting with the quarterly grant reports that are due January 15, April 15, July 15 and October 15 for the prior quarter. Our efforts will also include the semi-annual progress reports that need to be sent on to the EPA project officer by April 30 and October 30 of each year until the project has been completed. It is estimated that each of these reports, not including analysis of WBE or DBE inclusion requirements or Davis Bacon Wage requirements will take approximately five hours for each report for an approximate total of 30 hours for an estimated value of \$2,700.

The above costs do not include reimbursable costs for mileage, printing, or testing of materials. These reimbursables, if required or needed, will be charged in addition to the above referenced project costs. The above costs also do not include project oversight by a senior project manager. It is assumed this oversight will be provided by City staff. If requested, this oversight may be provided by Ruekert/Mielke. Assuming there are no major project disputes, this cost would not exceed \$2,000.00.

We will be submitting to you under separate cover, a construction review proposal for the Kenosha Harbor and Southport Marina Dredging project. If both proposals are accepted, we will do our best to combine spot check inspections at both projects in the same trip in order to reduce the overall project costs to the City of Kenosha.

If requested, Ruekert/Mielke can also supply field survey services for the construction stake-out of the project or the record drawings required during post-construction. At this time it is our understanding that the City will be providing those services or the City's consultant will provide those services.



Ruekert·Mielke

engineering solutions for a working world

Ms. Shelly Billingsley, P. E.  
Re: Pennoyer Park Construction Review Services  
April 12, 2012  
Page 3

If you have any questions on the above, please contact this office.

Very truly yours,

RUEKERT/MIELKE

Kenneth R. Ward, P.E.  
Principal/Office Manager

KRW:crp

cc: Michael M. Lemens, P. E., City of Kenosha  
Katie Whaples, City of Kenosha  
Cathy Honeyager, P.E., City of Kenosha  
File



STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
DIRECTOR/CITY ENGINEER

SOIL EROSION SPECIALIST  
CHRIS PAGELS

C-3

**DEPARTMENT OF STORMWATER UTILITY**  
**MICHAEL M. LEMENS, P.E., DIRECTOR**

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056

May 4, 2012

To: Patrick Juliana, Chairman  
Stormwater Utility Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Cc: Eric Haugaard  
District 1

Tod Ohnstad  
District 6

Subject: *Approval of Professional Services Agreement with AECOM for Pennoyer Stormwater Project Subject to a CIP Amendment*

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility has received a proposal to request an Amendment to the Professional Services Agreement for the design of the Great Lakes Restoration Initiative (GLRI) Grant project for Pennoyer Beach. The EPA required additional submittals for the conceptual plan which were not able to be absorbed into the original contract quote. Also there will be additional efforts needed to complete the GLRI requirements to complete the design phase of the grant due to the current work load of available staff.

This additional work will require a CIP amendment that staff is currently coordinating with the Finance Department.

**RECOMMENDATION**

Approve the Amendment, subject to funding, between the Kenosha Stormwater Utility and AECOM for an additional \$8,200 and authorize the Director to execute the amendment.

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**PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT NUMBER 2 DATED \_\_\_\_\_**

**Project Name:** Pennoyer Stormwater Project

**AECOM Project No.:** 60213575

This Amendment to the Professional Services Agreement dated February 10, 2011 is by and between:

**Client:**

City of Kenosha  
625 52<sup>nd</sup> Street, Room 305  
Kenosha, WI 53140

and,

AECOM Technical Services, Inc. (ATS)  
1020 N. Broadway, Suite 400  
Milwaukee, WI 53202

Who agree as follows:

Amending the original contract with the scope of services in Attachment A of this amendment. The total contract value will increase from \$75,421 to \$ 83,621. CLIENT will pay on a time and material basis not to exceed the sum of \$ 83,621. ATS will invoice according to the per diem rates in effect at the time the services are executed.

In all other respects, the Agreement remains the same.

**APPROVED FOR CLIENT**

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

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

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

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

**APPROVED FOR AECOM**

By: Patrick Clifford \_\_\_\_\_

Printed Name: Patrick Clifford, P.E.

Title: District Manager

Date: 4-2-2012

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THIS AMENDMENT SHALL BE DEEMED APPROVED IF NOT OBJECTED TO WITHIN 15 DAYS OF ITS DATE.

## ATTACHMENT A Amendment No.2 Scope of Services

### Pennoyer Stormwater Project City of Kenosha

#### Amendment Description

This amendment adds funding to the project for out-of-scope work that has been previously completed, and additional work that will be completed. The previously completed out-of-scope work included:

- Redesign of site improvements to include
  - shore protection stone revetment,
  - extension of existing storm sewer outfall
  - design of parking lot revisions (pavement removal, grading plan, curbs/gutter, and restoration)
- Completing the EPA QAPP report for the Win-SLAMM work.

Additional work to be completed includes:

- AECOM surveyors will conduct construction stake out consistent with the criteria listed in the project specifications. Specifically, the work will include:
  - stake out the center line/reference line every 50 feet on the bioswales and infiltration basin,
  - provide center line and one offset beyond each bend or end of under-drain pipe, and
  - a hub every 50 foot on the 24" storm pipe with offsets per contractors request

#### FEE

The follow table is the breakdown of costs for this amendment. The net amendment fee is the total amount for the amendment less the amount currently in the project's backlog.

<b>Task No.</b>	<b>Task Description</b>	<b>Fee</b>
3.1	Quarterly Reports	\$ 600
3.2	Semi-annual Reports	\$ 600
3.3	Final Report	\$ 5,500
7	Construction Stake Out	\$ 4,000
<b>Total Fee</b>		<b>\$ 10,700</b>
<b>Existing Contract Backlog</b>		<b>\$ 2,500</b>
<b>Net Amendment Amount</b>		<b>\$ 8,200</b>

THIS AMENDMENT SHALL BE DEEMED APPROVED IF NOT OBJECTED TO WITHIN 15 DAYS OF ITS DATE.



STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

C-4a  
ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
DIRECTOR/CITY ENGINEER

SOIL EROSION SPECIALIST  
CHRIS PAGELS

**DEPARTMENT OF STORMWATER UTILITY**  
**MICHAEL M. LEMENS, P.E., DIRECTOR**

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056

May 4, 2012

To: Patrick Juliana, Chairman  
Stormwater Utility Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Subject: *Professional Services Agreement with Ruckert Mielke for Citywide Stormwater Management Study*

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility has received proposals to complete a Citywide Stormwater Management plan. The Stormwater Utility received six proposals and has chosen Ruckert & Mielke based on a Qualification Based Selection process.

This study will involve numerous tasks as they relate to the investigation and analysis of the City's current stormwater system. Some of the tasks that will be completed as part of the Citywide Stormwater Management Plan are as follows:

- Inventory of Planning Data – development of GIS layers for Drainage areas, watersheds, creek locations and historical creek and bank areas
- Hydrologic and Hydraulic Analysis – XP-SWMMM model will be created to analyze mainline storm sewers greater than 24 inches and will develop maps showing the storage volumes during several year design storms.
- Water Quality Analysis – WinSLAMM model will be developed to analyze all existing detention basins within City limits to determine the City's current pollutant removal percentage.

**RECOMMENDATION**

Approve the Agreement between the Kenosha Stormwater Utility and Ruckert & Mielke for \$278,530.00 and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP SW-11-003.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
STUDY AND REPORT PHASE  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, 2012 ("Effective Date") between

**CITY OF KENOSHA ("OWNER")**

**and**

**RUEKERT & MIELKE, INC. ("ENGINEER").**

OWNER retains ENGINEER to perform professional services, in connection with  
Storm Water System Analysis ("Assignment").

OWNER and ENGINEER in consideration of their mutual covenants set forth herein agree as follows:

## ARTICLE 1--ENGINEER'S SERVICES

### **1.01 Scope**

A. ENGINEER shall provide the services set forth in Exhibit SR-A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services as set forth in Exhibit SR-A.

C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by ENGINEER for additional compensation.

## ARTICLE 2--OWNER'S RESPONSIBILITIES

### **2.01 General**

A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.

## ARTICLE 3--TIMES FOR RENDERING SERVICES

3.01 ENGINEER's services will be performed within the time period or by the date stated in Exhibit SR-A.

3.02 If ENGINEER's services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

## ARTICLE 4--PAYMENTS TO ENGINEER

### **4.01 Methods of Payment for Services of ENGINEER.**

A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:

1. A Lump Sum amount of \$278,530.00.

2. Appropriate amounts are incorporated in the Lump Sum to account for labor, overhead, profit, Reimbursable Expenses, and ENGINEER's Consultants' charges, if any.

3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

### **4.02 Other Provisions Concerning Payment**

#### **A. Adjustments**

1. ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit SR-A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted.

2. If used, the Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of February) to reflect equitable changes to the compensation payable to ENGINEER.

B. *Reimbursable Expenses.* Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's Consultants directly in connection with the Assignment, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

C. *For Additional Services.* OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

## ARTICLE 5--DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

## ARTICLE 6--CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

A. Exhibit SR-A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 4 pages.

B. Exhibit SR-B, "Standard Terms and Conditions," consisting of 4 pages.

**6.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 5, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

CITY OF KENOSHA – STORM WATER UTILITY

625 52nd Street, Room 305

Kenosha, WI 53140

Designated Representative (paragraph 5.01):

Name: Shelly Billingsley, P.E.

Title: City Engineer

Phone Number: (262) 653-4149

Facsimile Number: (262) 653-4056

RUEKERT & MIELKE, INC.

W233 N2080 Ridgeview Parkway

Waukesha, WI 53188-1020

Designated Representative (paragraph 5.01):

Name: Steven C. Wurster, P.E.

Title: Principal/Senior Project Manager

Phone Number: (262) 542-5733

Facsimile Number: (262) 542-5631

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

**CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation,**

BY: KEITH G. BOSMAN, Mayor

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

BY: DEBRA SALAS, City Clerk/Treasurer

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

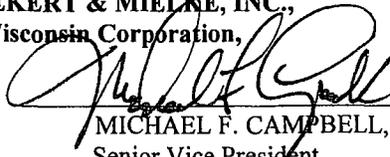
**STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, **KEITH G. BOSMAN, Mayor,** and **DEBRA SALAS, City Clerk/Treasurer,** of the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, Wisconsin  
My Commission expires/is: \_\_\_\_\_

RUEKERT & MIELKE, INC.,  
A Wisconsin Corporation,

BY:



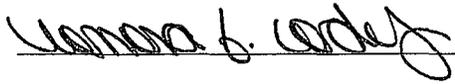
MICHAEL F. CAMPBELL, P.E.  
Senior Vice President

Date:

4/26/12

STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)

Personally came before me this 26<sup>th</sup> day of April, 2012, MICHAEL F. CAMPBELL, P.E., Senior Vice President of RUEKERT & MIELKE, INC., a Wisconsin corporation, to me known to be such Senior Vice President of said corporation, and acknowledged to me that they executed the foregoing instrument as such officer as the Agreement of said corporation, by its authority.



Notary Public, Waukesha County, Wisconsin

My Commission expires:

8/4/13

This is **EXHIBIT SR-A**, consisting of 4 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services** dated \_\_\_\_\_, 2012.

## **Further Description of Services, Responsibilities, Time, and Related Matters**

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Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

### **A.1.01 ENGINEER's Services**

#### **A. ENGINEER shall:**

1. Consult with OWNER to define and clarify OWNER's requirements for the Assignment and available data.
2. Advise OWNER as to the necessity of OWNER providing data or services which are not part of ENGINEER's services, and assist OWNER in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction relevant to the Assignment.
4. Perform or provide the following additional tasks or deliverables:
  - a. **TASK 1 – INVENTORY OF PLANNING DATA**
    1. Develop the following GIS layers :
      - i. Watersheds for: the Kilbourn Road Ditch, those branches of the Pike River draining portions of the City of Kenosha, the Von Gunten Creek basin, and the stream known as Pike Creek that discharges into the Kenosha Harbor at 52<sup>nd</sup> Street.
      - ii. Drainage areas within each watershed for all outfalls draining to a navigable stream, or body of water.
      - iii. Drainage areas for each detention storm water basin within the City or an area draining to the City.
    2. Apply existing and year 2035 land uses to the drainage areas delineated above and develop a layer in GIS. Develop a table that summarizes the percentage of each land use in each drainage area as defined above.
    3. Delineate existing creek locations within the study area based upon available information from the Navigable Stream designation, WDNR and topographic maps. Field delineations and inventories will not be required as part of this project. The resulting data will be supplied as a GIS layer.
    4. Identify historical creeks and banks within the study area based on information from the WDNR, USGS, and old aerial photos. The resulting data will be supplied as a GIS layer.
    5. Develop a GIS layer for assumed soils separated by drainage area as defined above.
    6. ESRI ArcGIS Version 10.0 will be utilized for all GIS deliverables.

b. TASK 2 – HYDROLOGIC / HYDRAULIC ANALYSIS

1. Develop an overall XP-SWMM model and analysis of the existing City of Kenosha storm water management system including public and private storm sewers, stream channels, ditches, storm water detention basins, and the areas draining to them. The detail of this analysis shall be limited by one of the following: all sewers carrying 20 cubic feet per second or more of runoff during a 10 year design storm; all storm sewers 24 inches or more in diameter; or all drainage areas ten or more acres in size. The completed model, generated maps and reports, and supporting data shall be entered into the Kenosha Public Works computer system at the completion of the storm water management plan.
2. The design rainfall depths for the analysis shall be given in the SEWRPC publication TR-40, Rainfall Frequency in the Southeastern Wisconsin Area, using a 90% temporal distribution. Critical duration analysis shall be done for the entire storm sewer system to evaluate the effect of the various storm durations on the drainage system.
3. Hydrologic soil classification shall be taken into account in the calculation of runoff from undeveloped areas. Areas that have undergone development will be assumed to be hydrologic soil group C due to either cutting or filling operations to bring the site to grade.
4. Analyze the following streams for erosion potential and channel capacity including flood elevations during the 2, 5, 10, 25 and 100 year design storms: the stream known as Pike Creek that discharges into Kenosha harbor at 52<sup>nd</sup> Street, the Kenosha Branch of the Pike River, and Von Gunten Creek. The extent of the analysis shall be from the point of discharge of the stream upstream to where the channel is no longer considered a Navigable Stream by the DNR. Channel capacities will be based on cross sections from available FEMA regulatory models. Erosion potential shall be calculated following the Bank Erosion Hazard Index.
5. Develop maps showing potential flooding on a topographic map base for the entire City and individual watersheds using XP-SWMM-2D (version 13.1) modeling. The maps shall show a possible maximum flood level based on the overflow elevations for all the major sump areas and the potential flooding for the 2, 5, 10, 25, and 100 year design storms. Exhibits will also be created that show flood elevations and velocities during the same design storms.
6. Create system maps of the storm water management system in two different versions. The primary version shall show pipe capacity broken down to either the 2, 5, 10, 25 or 100 year design storm based on the assumption that all conveyance upstream and downstream is adequate for the 10 year design storm. The second version shall be the capacity based on the same design storms but with the existing storm sewer system capacities upstream and downstream. Adequate capacity shall be defined as not surcharging above the street surface.

c. TASK 3 – WATER QUALITY ANALYSIS

1. Using WinSLAMM Version 10.0 software, model and analyze the pollution removal efficiency of all storm water detention basins in the drainage system and the pollutant loading of all storm sewers discharging to the Waters of the State. Provide suggested improvements to those storm water detention basins that are not achieving 80% TSS removal and what percent would be gained in City wide TSS removal. If the release of SLAMM Version 10.0 is delayed, the OWNER and ENGINEER have the right to utilize an alternate version

2. Complete 10 in-field double ring infiltration tests at various locations throughout the City to verify the infiltration rates used in WinSLAMM.
3. Meet with WDNR to discuss modeling approach, infiltration testing and activities that cannot be accounted for in WinSLAMM.
4. The WinSLAMM model, all reports and mapping and the supporting data shall be entered into the Kenosha Public Works computer system when the storm water management plan is completed.

d. TASK 4 – COORDINATION

1. Attend five progress review meetings at the OWNER's office at the following intervals:
  - i. Kickoff meeting
  - ii. At the completion of the inventory of planning data task.
  - iii. At the completion of the hydrologic and hydraulic analysis task.
  - iv. At the completion of the water quality analysis task.
  - v. A presentation of the final plan to the Storm Water Utility Commission
2. Coordinate conference calls with the OWNER every two weeks to provide project updates.
3. Work will progress on a watershed by watershed basis, allowing the ENGINEER to coordinate activities with the OWNER's field work.

e. TASK 5 – FINAL STORM WATER MANAGEMENT PLAN

1. Submit four (4) bound copies including all text, maps and graphics for staff draft review.
2. Submit ten (10) bound copies including all text, maps and graphics for public draft review.
3. Provide fifteen (15) bound copies, one unbound copy, one digital (pdf) copy and one native digital (Word / Excel) copy of the final plan. The final plan shall include all the modifications made during their review process and all relative maps, tables, and appendices. The final report shall be in a standard 8.5" x 11" format with drawings no larger than 11" x 17".
4. Additional deliverables will include:
  - i. Exhibits documenting all data created as a layer in ESRI ArcGIS.
  - ii. All files created in XP-SWMM and WinSLAMM models shall be submitted on DVDs and entered into the City's computer system, as well as maps and explanatory text as a hard copy.
  - iii. Exhibits showing the existing parklands that can be used for public displays, educational tools and attachments for future DNR Stewardship grant applications. Two large copies of park exhibits developed for each park shall be no larger than (24" x 36"). This may not be required for the initial analysis.

A.2.01 OWNER's Responsibilities

- A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER:
  1. Provide all criteria and full information as to OWNER's requirements for the Assignment.

2. Furnish to ENGINEER all existing studies, reports and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others as required for the performance of ENGINEER's services, including the OWNER responsibilities stated in the ENGINEER's January 6, 2012 proposal to the OWNER, including the following:

- a) 2010 LIDAR topographic data and DTM
- b) 2010 aerial photography (digital)
- c) Current cadastral and civil divisions (digital)
- d) Existing and year 2035 land use (digital)
- e) Soil mapping information (digital – engineer will create GIS layer)
- f) City comprehensive plan (web link or pdf)
- g) 2000 topographic data/maps and DTM (if available)
- h) 2008 HNTB water quality study
- i) Preliminary watershed boundaries (digital)
- j) Relevant SEWRPC and FEMA studies
- k) Cross section survey information to supplement FEMA's regulatory models (if needed)
- l) Plans for existing ponds and other BMPs
- m) GIS database of existing storm sewer system
- n) Any other historic storm water studies or known flooding / water quality concerns
- o) Comprehensive Outdoor Recreation Plan (may not be required for initial analysis)

B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.

C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

#### A.3.01 Times for Rendering Services

A. The time period for the performance of ENGINEER's services shall be as outlined below.

1. Kickoff meeting with City Staff – June 1, 2012
2. Completion of Task 1 – July 15, 2012
3. Completion of Task 2 – The later of either February 1, 2013 or two months after completion of the City's data collection.
4. Completion of Task 3 – December 15, 2012
5. Completion of Tasks 4 and 5 – April 1, 2013

B. ENGINEER's services under this Agreement will be considered complete when all deliverables set forth in Exhibit SR-A are submitted to OWNER.

## **Standard Terms and Conditions**

*Effective December 7, 2000*

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### **A. Standard of Care**

The standard of care for all professional engineering and related 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.

### **B. Authorized Representative**

Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and duties and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of each respective party.

### **C. Payments to ENGINEER**

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

### **D. Hazardous Environmental Conditions**

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Project. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and Regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.

### **E. Access**

OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

## **F. Liability**

To the fullest extent permitted by law, ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and consultants, or any of them shall be liable to OWNER and anyone claiming by, through, or under OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied.

## **G. Insurance**

**1. Insurance Required** - The ENGINEER shall, at its sole expense, maintain in effect at all times during the performance of the Assignment, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

**2. Worker's Compensation and Employers Liability Insurance** - The ENGINEER shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The ENGINEER shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

**3. Commercial General Liability and Automobile Liability Insurance** - The ENGINEER shall provide and maintain the following commercial general liability and automobile liability insurance:

**Limits** - The ENGINEER shall maintain limits no less than the following:

**a. General Liability** - One million dollars (\$1,000,000) per occurrence, (\$2,000,000) general aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or insurer's equivalent endorsement provided to the OWNER or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.

**b. Automobile Liability** - One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

**c. Umbrella Liability** - Five million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

**d. Professional Liability** - Two million dollars (\$2,000,000) per claim and annual aggregate.

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

**a.** The OWNER, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the ENGINEER; products and completed operations of the ENGINEER; premises occupied or used by the ENGINEER; and vehicles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

**b.** For any claims related to this Assignment, the ENGINEER's insurance shall be primary insurance as respects the OWNER, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the OWNER, its directors, officers, employees, or authorized representatives or volunteers shall not contribute to it.

**c.** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the OWNER, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

d. The ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Such liability insurance shall indemnify the OWNER against loss from liability imposed by law upon, or assumed under contract by, the ENGINEER for damages on account of such bodily injury, including death, property damage, personal injury, completed operations, and products liability.

The ENGINEER shall, upon demand of the OWNER, deliver to the OWNER such policy or policies of insurance and the receipts for payment of premiums thereon.

**4. Sub-Contractors** - In the event that the ENGINEER employs other contractors(sub-contractors) as part of the Assignment covered by this Agreement, it shall be the ENGINEER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

**5. Evidences of Insurance** - Prior to execution of the Agreement, the ENGINEER shall file with the OWNER, a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all Required Provisions 4.a - 4.e.

## **H. Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination. Upon such termination, all documents, design files and computations shall be released to OWNER within 3 days of the effective date of termination.

## **I. Indemnification**

1. To the fullest extent allowable by law, ENGINEER hereby indemnifies and holds harmless OWNER, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of ENGINEER or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on OWNER. ENGINEER's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the OWNER, or OWNER'S representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

2. OWNER hereby indemnifies and holds harmless ENGINEER, its officers, directors, partners, employees, and consultants from and against suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of OWNER or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on ENGINEER. OWNER's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the ENGINEER or ENGINEER'S representatives. This indemnity provision shall survive the termination or expiration of this Agreement. OWNER's indemnity obligation in this paragraph I.2. is subject to all municipal statutory limitations on claims against OWNER including but not limited to, notice, limitation on and bar to damages, and immunity, which OWNER expressly reserves.

3. In any and all claims against the OWNER, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the ENGINEER, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the ENGINEER or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

4. No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the OWNER under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state of Wisconsin.

5. ENGINEER shall reimburse OWNER, or any of its directors, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. ENGINEER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the OWNER, or any of its directors, officers, employees, or authorized representatives or volunteers.

6. ENGINEER's total liability to OWNER and anyone claiming by, through or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER and all other negligent entities and individuals.

7. OWNER's total liability to ENGINEER and anyone claiming by, through or under ENGINEER for any injuries, losses, damages and expenses caused in part by the negligence of OWNER and in part by the negligence of ENGINEER or any other negligent entity or individual, shall not exceed the percentage share that OWNER's negligence bears to the total negligence of OWNER, ENGINEER and all other negligent entities and individuals.

#### **J. Independent Contractor**

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or the ENGINEER. ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with CONTRACTORS and other entities involved in this project to carry out the intent of this paragraph.

#### **K. Force Majure**

ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.

#### **L. Severability and Waiver of Provisions**

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### **M. Dispute Resolution**

1. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of relating to this Agreement or the breach thereof ("disputes") to mediation.

**END OF DOCUMENT**



STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
DIRECTOR/CITY ENGINEER

SOIL EROSION SPECIALIST  
CHRIS PAGELS

DEPARTMENT OF STORMWATER UTILITY  
MICHAEL M. LEMENS, P.E., DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056

May 4, 2012

To: Patrick Juliana, Chairman  
Stormwater Utility Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Subject: *Approval of Additional Field Work for Stormwater Study with Ruekert Mielke*

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility has requested an additional work proposal from Ruekert Mielke to complete additional services relating to data collection of existing storm sewer attributes within the storm sewer system that will be used for the Stormwater Management plan. This additional information will allow for the City to also be closer to completing the storm sewer system map that we have been developing since 2007 on a limited time basis. One large advantage to having this system map completed is that it will allow for faster response during an illicit discharge notification.

The total funding requested for the study and additional work will be \$342,180 with \$420,000 budgeted in 2011 and 2012 CIP.

**RECOMMENDATION**

Approve the Additional Field Work for the Stormwater Study between the Kenosha Stormwater Utility and Ruekert & Mielke for \$63,650.00 and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP SW-11-003.

This is Attachment 1, consisting of 2 pages, to Amendment No. 1, dated May 3, 2012.

Initial:

OWNER  
ENGINEER gape

### Modifications

A1. ENGINEER shall perform the following Additional Services:

Data collection of existing storm sewer system using GPS equipment. In accordance with Ruekert/Mielke's March 1, 2012 and April 12, 2012 letters regarding the same, data will be collected via two methods.

- Method 1 includes the collection of data points of existing storm sewer attributes on the surface only. This involves a single person collecting attribute data within a specified area as designated by the OWNER.
- Method 2 includes the collection of pipe attribute and condition assessment data utilizing a 2-person crew within a specified area as designed by the OWNER. The attribute data to be collected will include:
  - Date collected
  - Structure size
  - Structure material
  - Pipe sizes
  - Pipe material
  - Pipe directions
  - Measure down to inverts of the pipes
  - Comments (as an example: debris in an invert, damaged or missing covers)

All of the above data collection would be done without entering the structure. In the event that not all pipes could be seen, such as in a deck structure, one measure down will be provided to the lowest point of all pipes.

For both methods, GPS calibration is required prior to completing the work. The survey crew will also meet with OWNER to compare survey data to assure uniformity and determine the attribute data to be collected.

Work will be done based on priority as determined by the OWNER. Collected data will be transmitted to the OWNER in database form as the work is completed.

A2. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation:

For data collected via Method 1, \$3.89 per point collected. For data collected via Method 2, \$9.00 per structure. For GPS calibration, a cost of \$855.00. The total cost of the data collected will not exceed \$63,650.00. The exact location of data to be collected will be determined by the OWNER, although it is estimated to include 10,000 points via Method 1; 2,655 structures via Method 2; and one calibration.

These costs are predicated on the use of GPS surveying equipment per the March 1, 2012 letter previously referenced. If site conditions or tree cover do not allow the use of GPS, robotic surveying equipment will be used. In this event, the price per point would be agreed to prior to starting the work.

A3. The schedule for rendering services is modified as follows:

The work will be completed within 90 working days after the locations where work is needed and the prioritization of those locations is provided by the OWNER.



**Engineering Division**  
 Shelly Billingsley, P.E.  
 Director/City Engineer  
**Fleet Maintenance**  
 Mauro Lenci  
 Superintendent

**Street Division**  
 John H. Prijic  
 Superintendent  
**Waste Division**  
 Rocky Bednar  
 Superintendent  
**Parks Division**  
 Jeff Warnock  
 Superintendent

C-5

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
 Telephone (262) 653-4050 · Fax (262) 653-4056

April 26, 2012

To: Eric J. Hugaard, Chairman, Public Works Committee  
 Patrick Juliana, Chairman, Stormwater Utility Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
 Director of Engineering /City Engineer

Subject: Project: 12-1024 60<sup>th</sup> Street Resurfacing

Location: 60<sup>th</sup> Street - 22<sup>nd</sup> Avenue to 8<sup>th</sup> Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$1,100,000. Budget amount is \$1,305,000.

This project consists of full depth saw cutting, removing and replacing concrete curb and gutter, concrete sidewalks and driveway approaches, replacing storm sewer leads and inlets, asphalt milling, excavation, curb ramps with detectable warning fields, traffic control and landscaping.

**Following is the list of bidders:**

	Resurfacing	Storm Sewer	Base Bid Total
Cicchini Asphalt, Kenosha, WI	\$749,759.88	\$223,480.00	\$973,239.88
Lalonde Contractors, Milwaukee, WI	\$827,336.88	\$234,360.00	\$1,061,696.88
A.W. Oakes & Son, Racine, WI	\$867,463.00	\$230,340.00	\$1,097,803.00

It is recommended that this contract be awarded to Cicchini Asphalt, LLC, Kenosha, Wisconsin, for a total award amount of \$1,071,000.

The base bid total is broken down as: resurfacing bid items totaling \$749,759.88 plus \$75,240.12 in contingency for unforeseen conditions (if needed) for a total of \$825,000, funding is from CIP Line Item IN-10-003; storm sewer bid items totaling \$223,480 plus \$22,520 in contingency for unforeseen conditions (if needed), for a total of \$246,000, funding is from CIP Line Item SW-95-001.

SAB/kjb

START DATE FOR SUMMARY: 3/01/12 END DATE FOR SUMMARY: 3/31/12

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
114967	3/02	CHESTER ELECTRONICS SUPPLY	501-09-50105-389-000	02/12 ST PARTS & MAT	45.99
114972	3/02	FIRST SUPPLY CO.	501-09-50105-344-000	02/12 SW SUPPLIES AN	288.05
114990	3/02	OFFICEMAX	501-09-50101-311-000	02/12 PW #2058 OFFC	15.73
115014	3/02	WASTE MANAGEMENT OF WI	501-09-50104-253-000	02/12 12.70 TONS	291.47
			501-09-50104-253-000	02/12 WDNR TONNAGE	165.10
			501-09-50104-253-000	02/12 FUEL SURCHARGE	21.36
			501-09-50104-253-000	02/12 ENVIRO SURCHG	12.00
				..... TOTAL	489.93
115028	3/02	FASTENAL COMPANY	501-09-50105-344-000	02/12 SW TOOLS/MATER	175.09
			501-09-50105-367-000	02/12 SW TOOLS/MATER	44.02
			501-09-50104-389-000	02/12 SW TOOLS/MATER	19.38
			501-09-50105-389-000	02/12 SW TOOLS/MATER	6.98
				..... TOTAL	245.47
115033	3/02	CENTRAL SAW AND MOWER	501-09-50106-367-000	02/12 PA PARTS	120.00
115035	3/02	MENARDS (KENOSHA)	501-09-50105-357-000	2/12-SW MERCHANDISE	53.28
			501-09-50105-344-000	2/12-SW MERCHANDISE	48.56
			501-09-50105-387-000	2/12-SW MERCHANDISE	46.56
				..... TOTAL	148.40
115048	3/02	UW MILWAUKEE	501-09-50101-264-000	K WHAPLES 4/12-13	995.00
115099	3/07	FIRST SUPPLY CO.	501-09-50105-344-000	02/12 SW-SUPPLIES	42.53
			501-09-50105-344-000	02/12 SW-SUPPLIES	41.72
				..... TOTAL	84.25
115113	3/07	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000	2/12-SW TOOLS/SUPPLI	216.60
115117	3/07	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	01/12 YW COUPON PROG	953.63
			501-09-50102-219-000	01/12 YW COUPON PROG	551.02
			501-09-50102-219-000	01/12 YW ADMIN FEE	350.00
			501-09-50102-219-000	01/12 YW COUPON PROG	27.34
			501-09-50102-219-000	01/12 YW COUPON PROG	3.47
				..... TOTAL	1,885.46

START DATE FOR SUMMARY: 3/01/12 END DATE FOR SUMMARY: 3/31/12

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
115134	3/07	MENARDS (KENOSHA)	501-09-50105-344-000	2/12-ST MERCHANDISE	6.12
			501-09-50105-357-000	2/12-SW MERCHANDISE	1.37
				..... TOTAL	7.49
115141	3/07	FABCO RENTS	501-09-50105-282-000	02/12 SW-EQUIP RENT	306.50
115152	3/09	COMSYS, INCORPORATED	501-09-50101-215-000	03/08-04/07 SERVICE	9,609.00
115153	3/09	HWY C SERVICE	501-09-50106-344-000	02/12 SW-PARTS/SERV	205.04
			501-09-50106-344-000	02/12 SW-PARTS/SERV	205.04
			501-09-50106-344-000	02/12 PA-PARTS/SERV	205.04
			501-09-50106-344-000	02/12 SW-PARTS/SERV	131.80
				..... TOTAL	746.92
115160	3/09	VULCAN MATERIALS COMPANY	501-09-50105-354-000	2/12-AGGREGATE MATER	876.21
115186	3/09	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	02/12 YW COUPON PRG	90.39
			501-09-50102-219-000	02/12 YW COUPON PRG	7.42
			501-09-50102-219-000	02/12 YW COUPON PRG	5.26
				..... TOTAL	103.07
115221	3/09	MENARDS (KENOSHA)	501-09-50105-357-000	2/12-SW MERCHANDISE	298.96
			501-09-50104-344-000	2/12-ST MERCHANDISE	68.12
			501-09-50105-344-000	2/12-SW MERCHANDISE	48.05
			501-09-50105-357-000	2/12-SW MERCHANDISE	43.38
				..... TOTAL	458.51
115299	3/14	HWY C SERVICE	501-09-50106-344-000	2/12-PA SERVICE/PART	205.04
			501-09-50106-367-000	2/12-PA SERVICE/PART	141.90
			501-09-50106-344-000	2/12-PA SERVICE/PART	62.32
			501-09-50106-344-000	2/12-PA SERVICE/PART	15.55
			501-09-50106-344-000	2/12-PA SERVICE/PART	4.12
				..... TOTAL	428.93
115316	3/14	FABCO EQUIPMENT, INC.	501-09-50105-344-000	RECOND BUCKET	1,735.13
			501-09-50104-344-000	RECOND BUCKET #2476	1,735.13
			501-09-50104-344-000	RECOND BUCKET #2448	1,431.80
				..... TOTAL	4,902.06
115323	3/14	TDS METROCOM	501-09-50101-227-000	03/12 MAIN LINES	134.15
			501-09-50101-225-000	03/12 MAIN LINES	8.29
				..... TOTAL	142.44

START DATE FOR SUMMARY: 3/01/12 END DATE FOR SUMMARY: 3/31/12

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
115324	3/14	OFFICEMAX	501-09-50101-311-000	02/12 SW #2080 OFFC	216.84
115325	3/14	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000	2/12-SW TOOLS/SUPPLI	162.00
115332	3/14	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	02/12 YW COUPON PRG	1,286.61
			501-09-50102-219-000	02/12 YW COUPON PRG	653.14
			501-09-50102-219-000	02/12 ADMIN FEE	350.00
				..... TOTAL	2,289.75
115334	3/14	JAMES IMAGING SYSTEMS, INC.	501-09-50101-232-000	03/12 PW-COPIER MNT	88.29
			501-09-50101-232-000	02/12 PW-OVERAGES	53.75
			501-09-50105-232-000	03/12 ST-COPIER SERV	15.60
			501-09-50105-232-000	02/12 ST-OVERAGES	.89
				..... TOTAL	158.53
115366	3/14	MENARDS (KENOSHA)	501-09-50105-344-000	02/12 SW MERCHANDISE	49.97
115374	3/14	ARTHUR J. GALLAGHER RISK	501-09-50101-273-000	2012 COMM CRIME BD	20.00
115405	3/16	M A TRUCK PARTS	501-09-50105-385-000	2/12-ST MATERIALS/SU	65.00
115406	3/16	MINNESOTA LIFE INSURANCE	501-09-50101-156-000	04/12 PREMIUM	22.39
			501-09-50103-156-000	04/12 PREMIUM	4.45
				..... TOTAL	26.84
115408	3/16	VULCAN MATERIALS COMPANY	501-09-50105-354-000	02/12 AGGREGATE MATE	1,554.77
115423	3/16	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	02/12 ST MERCHANDIS	986.00
115427	3/16	HILLSIDE TRUE VALUE	501-09-50105-235-000	2/12-SW SUPPLIES	81.00
115428	3/16	US CELLULAR	501-09-50103-226-000	02/12 SW-CELL AIRTM	12.73
			501-09-50103-226-000	02/12 SW-CELL SERVC	3.00
				..... TOTAL	15.73
115431	3/16	BENTLEY SYSTEMS, INC.	501-09-50103-233-000	MICROSTATION/I PLOT	1,750.00
115493	3/21	HWY C SERVICE	501-09-50105-235-000	3/12-SW SERVICE/PART	25.55
115499	3/21	FIRST SUPPLY CO.	501-09-50105-344-000	02/12 SW SUPPLIES AN	46.46

START DATE FOR SUMMARY: 3/01/12 END DATE FOR SUMMARY: 3/31/12

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
115514	3/21	OFFICEMAX	501-09-50101-311-000	03/12 EN #2103 OFFC	68.08
115522	3/21	US CELLULAR	501-09-50103-226-000	03/12 INTERNET CARD	40.71
115549	3/21	TURNING POINT SYSTEMS GROUP	501-09-50103-361-000	AC ADAPTOR/CHARGER	255.00
115559	3/21	BECHERER, LEAH	501-00-44806-000-000	REINSPECTION FEE	90.00
115565	3/21	FOX WOLF WATERSHED ALLIANCE	501-09-50101-264-000	4/17-18 HONEYAGER	190.00
115571	3/21	BILLINGSLEY, SHELLY	501-09-50103-367-000	SHIRTS FOR EXPO	300.00
			501-09-50101-262-000	2/17/12 CHICAGO	44.00
			501-09-50101-263-000	2/17/12 CHICAGO	7.38
				..... TOTAL	351.38
115580	3/23	A & B PRO HARDWARE	501-09-50106-361-000	02/12 PA SUPPLIES	19.00
115581	3/23	ACE HARDWARE	501-09-50105-389-000	02/12 SW MERCHANDISE	33.95
115587	3/23	LABOR PAPER, THE	501-09-50103-219-000	02/12 STRM SWR QUOTE	23.68
115592	3/23	VULCAN MATERIALS COMPANY	501-09-50105-354-000	02/12 AGGREGATE MATE	933.67
115607	3/23	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	03/12 YW COUPON PROG	41.90
115615	3/23	VERIZON WIRELESS	501-09-50101-226-000	02/12 SERVICE	59.74
115622	3/23	MENARDS (KENOSHA)	501-09-50105-361-000	02/12 SW MERCHANDISE	63.94
115651	3/23	KOSTERMAN, ERIC	501-00-12621-000-000	SPECIAL ASSESSMENT	172.00
115667	3/28	SHERWIN WILLIAMS CO.	501-09-50105-344-000	2/12-ST PAINT/SUPPLI	32.09
115737	3/28	MOX, REBECCA	501-00-13114-000-000	CREDIT BAL #5734	7.98
115749	3/30	HWY C SERVICE	501-09-50105-235-000	3/12-SW SERVICE/PART	128.15
115764	3/30	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	03/12 SW SWEEPER PAR	1,680.00
			501-09-50104-344-000	03/12 SWEEPER PARTS/	1,677.00
			501-09-50104-344-000	03/12 SWEEPER PARTS/	906.80
				..... TOTAL	4,263.80

START DATE FOR SUMMARY: 3/01/12 END DATE FOR SUMMARY: 3/31/12

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
115790	3/30	C & H DISTRIBUTORS, INC	501-09-50105-579-000	SAFETY CABINET,	1,290.10
			501-09-50105-579-000	SAFETY CABINET	1,248.30
				..... TOTAL	2,538.40
115794	3/30	DYNA EDGE	501-09-50105-387-000	ALKALINE DETERGENT	3,289.50
			501-09-50105-387-000	LOW PH PRESOAK	2,180.25
				..... TOTAL	5,469.75

GRAND TOTAL FOR PERIOD \*\*\*\*\* 44,347.67

May 4, 2012

TO: Patrick Juliana  
Stormwater Utility Committee Chairman

FROM: Shelly Billingsley, P.E.  
Director of Engineering



SUBJECT: Project Status Report

- Project #11-1131 –Curb and Gutter Repair** – [Marvin Gleason] Work is complete except for punch list items (City wide)
- Project #11-1133 – Windstorm C&G Replacement** – [Gleason] Work is complete except for punch list items. (Citywide)
- Project #09-1121 Forest Park Evaluation** – Staff is in the final phases of finalizing the report. Final comments are being drafted and will be submitted to Strand in May. (1)
- Project #10-1126 Wetland Mitigation Bank** – [Wetlands and Waterways Consulting LLC] The consultant has received comments from the DNR regarding the proposed plan. Changes are have been made to the report and is being reviewed by the DNR before the report can be finalized. (16)
- Project #10-1131 River Crossing Swale Restoration** – [Applied Ecological Services] The plans are being developed to enhance the swale which will be planted in spring if the weather is favorable. A public information meeting will be scheduled in March. (17)
- Project #11-1128 Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] The consultant has gathered additional costs needed for the survey and additional data needed for completion of an alternative analysis for a permanent repair for the multi-plate system as proposed at the Feb. 1 meetings. (2 and 7)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – Work is schedule to begin in early June due to a delay in the Chapter 30 permit. (1 and 6)
- Project #11-1127 MacWhyte Water Quality Basin** – [Cicchini] The pond is complete but the contract will remain open until seed germination. Contractor has been notified that additional seeding will be required around the basin and until substantial grass growth the project will remain open. (1)
- Project #11-1135 Stormwater Management Plan Development** – The contract is currently on the Stormwater agenda for May 7. (City wide)
- Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** – The City of Racine will begin monitoring in late May. (1 and 4)
- Project #12-1136 Pike River Monitoring (Fund for Lake Michigan Grant)** – The contract is being reviewed by the City of Racine (1 and 4)
- Project #12-1131 Curb and Gutter Program** - [AW Oakes] Work is scheduled to begin in May(City wide).
- Project #12-1012 2012 Resurfacing** – (32<sup>nd</sup> Ave: 55<sup>th</sup> St to 52<sup>nd</sup> St; 33<sup>rd</sup> Ave: 55<sup>th</sup> St to 52<sup>nd</sup> St; 27<sup>th</sup> Ave: 35<sup>th</sup> St to 33<sup>rd</sup> St; 60<sup>th</sup> Ave: 82<sup>nd</sup> St to 80<sup>th</sup> St) – Staff is in the process of design. Storm sewer work will be funded by the SWU. Projected bid date is April 25, 2012. (6,11,14)
- Project #12-1024 60<sup>th</sup> Street Resurfacing: 8<sup>th</sup> Ave to 22<sup>nd</sup> Ave** – [Cicchini] Contract is on the May 7 agenda for award of contract (2 and 3)
- Project #12-1420 Shagbark Trail Development** – [SAA] Design works has been started by SAA as outlined in the Stewardship Grant (10)
- Project #12-1133 Tree Pruning** – The contract is pending signature from contractor. [Trees R Us] (Citywide).
- Design Work-** Staff is working on the following projects:  
Sump Pump Priorities, SWPPP Updates, Website Design, 2012 Dry Weather Screening, GPS Data Forms, Storm Sewer Investigation for Roadway Projects, Permit Compliance, SWU Reporting, Pollution Prevention Structures, Stormwater Management Facility Inspections, Miscellaneous Storm Sewer projects for contractor and SWU crews.