

**AGENDA
STORM WATER UTILITY
COMMITTEE**

**MONDAY, JUNE 20, 2011
ROOM 202
6:30 P.M.**

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

***Patrick Juliana
Jan Michalski
Ray Misner***

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on May 25, 2011.

C. REFERRED TO COMMITTEE

C-1 Approval of Professional Services Agreement with Ruckert Mielke for 2011 Dry Weather Screening.

C-2 Approval of Change Order #1 for Project 11-1015 Resurfacing Phase II Project A (88th Place - 43rd Avenue to 47th Avenue, 39th Avenue – North of 80th Street to 300' South). **(District 14)**

INFORMATIONAL:

1. Multi-Plate Failure Analysis

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, MAY 25, 2011
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, May 25, 2011 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, and Jan Michalski. Alderman Ray Misner was excused. The meeting was called to order at 6:06 pm. Staff members in attendance were Ron Bursek, Mike Lemens and Shelly Billingsley.

A-1 Approval of minutes of regular meeting held on May 11, 2011.

It was moved by Alderman Ruffolo, seconded by Alderman Bostrom to approve. Motion passed 5-0.

C-1 Approval of Proposal for GPS Vehicle Tracking.

It was moved by Alderman Ruffolo, seconded by Alderman Michalski to approve Proposed GIS Work Management System and GPS Vehicle Tracking Solution: Freeance Mobile Software for Smartphones. Motion passed 4-1 with Alderman Juliana voting no.

C-2 Disbursements for the month of April 2011.

It was moved by Alderman Bostrom, seconded by Alderman Ruffolo to receive and file. Motion passed 5-0.

INFORMATIONAL: Pennoyer Beach Outfall Stormwater Infiltration Basin Request for Extension (GLRI Grant)

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 6:11 pm.



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

C-1

ASSISTANT CITY ENGINEER
SHELLY BILLINGSLEY, P.E.
STORMWATER UTILITY

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4150 · Fax (262) 653-4056

June 16, 2011

To: Anthony Nudo, Chairman
Stormwater Utility Committee

From: Ronald L. Bursek, P.E. 
Director of Stormwater Utility

Subject: *Approval of Professional Services Agreement with Ruckert Mielke for 2011 Dry Weather Screening*

BACKGROUND INFORMATION

The Kenosha Stormwater Utility has received a proposal to complete the 2011 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 dry weather screening and with that round found 2 outfalls that may require further investigation due to higher levels of detergents and ammonia. Due to the time of year when the 2010 screening was completed the groundwater levels were elevated which may cause unusual results. Staff would like Ruckert-Mielke to complete the screening again to begin graphing test results to better aid the Utility in the future to find illicit discharges and the ability to better pinpoint violations.

This screening will involve two separate analysis 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 \$1,000. 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 accounts 501-09-50102-219 from which this work was budgeted.

RECOMMENDATION

Approve the Agreement between the Kenosha Stormwater Utility and Ruekert & 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.

May 26, 2011

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
May 26, 2011
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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.
- 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 \$1,000. 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
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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:crp
Enclosure(s)
cc: Kenneth R. Ward, P.E., Ruekert/Mielke
File



Ms. Shelly Billingsley, P.E.
Proposal for Storm Sewer Illicit Discharge Inspection Proposal
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CLIENT NAME:

City of Kenosha

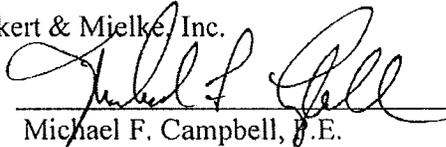
By: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By:  _____
Michael F. Campbell, P.E.

Title: Senior Vice President

Date: May 26, 2011

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



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division C-2
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056
June 16, 2011

To: G. John Ruffolo, Chairman
Public Works Committee

Antony Nudo, Chairman
Storm Water Utility Committee

David Bogdala, Chairman
Finance Committee

From: Michael M. Lemens, P.E.
Director of Engineering/City Engineer

Subject: *Approval of Contract Change Order No. 1 Project 11-1015 – Resurfacing Phase II Project A*
Contractor: Cicchini

BACKGROUND/ANALYSIS

The Contract for the resurfacing of 88th Place was awarded in the amount of \$335,000. The base bid included quantities and unit costs for storm sewer work, but when laying out the work for construction the project engineer discovered that the sump pump leads were omitted from the quantities. The sump pump leads are essential work because the project is in an area where sump pumps tend to run frequently, and have led to deterioration of the pavement. Staff believes that resurfacing this roadway without providing sump pump leads would lead to a significantly reduced pavement life, and planned to have this work included, but the quantities were left out of the contract due to an internal mis-communication. Since the project included bid items and unit prices for the majority of bid items needed to complete the sump pump laterals, staff is confident that extra work is competitively priced. The cost of the change order is for extra quantities to be constructed.

Work on this project is in progress, with the contractor currently doing some of the routine storm sewer work needed prior to paving. In order to expedite that installation of storm sewer laterals, staff proposes that a contract change order be issued to paving contractor immediately so that work may proceed without interruption.

This contract change order is for additional quantities of work not included in the original contract, and amount of the change order - \$36,000 - is well within the amount allowed by state statues for contract change orders. The original contract award amount was \$335,000, and the new amount of the contract award will be \$371,000. The CIP Line Item for this Contract Change Order No. 1 work is SW-95-001 with a budget amount of \$1,000,000.

RECOMMENDATION

Staff hereby recommends that Contract Change Order No. 1 be approved in the amount of \$36,000 and the Mayor be authorized to execute that change order document.

Cc: Ald. Prozanski

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: Resurfacing Phase II Project A
Project Number: 11-1015
C.I.P. Line Item: IN-93-002
Purchase Order #: 110717
Contractor: Cicchini Asphalt, LLC
Public Works Committee Action: June 20, 2011
Finance Committee: June 20, 2011
Date of Common Council Action: June 20, 2011

City and contractor agree that the above contract is amended by increasing the amount of the contract by **\$36,000** from **\$335,000** to **\$371,000**. This amendment will allow for additional work to be completed.

This change order is approved by:

Cicchini Asphalt LLC

CONTRACTOR

Antonio S. [Signature]

CITY OF KENOSHA, MAYOR

DATE

6-16-11

DATE



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

ASSISTANT CITY ENGINEER
SHELLY BILLINGSLEY, P.E.
STORMWATER UTILITY

Ronald L. Bursek, P.E., Director

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June 16, 2011

To: Anthony Nudo, Chairman
Stormwater Utility Committee

From: Ronald L. Bursek, P.E.
Director of Stormwater Utility

CC: Theodore Ruffalo
Alderman District 2

Subject: ***INFORMATIONAL ITEM – Multi-Plate Failure Analysis***

BACKGROUND INFORMATION

During the evaluation of the Multi-Plate system, from the outfall on 52nd Street to the railroad bridge at approximately 48th Street, the consultant found that the emergency repair that was completed in 2010 has developed some structural deficiencies that caused the Utility to broaden their evaluation through this section of the system. Our consultant, Ruekert-Mielke has completed this broadened study and has made a professional determination on the possible causes of the new failure of which a proportional share was determined to be the cause of the construction deficiencies of the contractor. A complete copy of the report is available if commission members would like to see it.

Staff is working on a contract to have Ruekert-Mielke complete an alternative report that outlines the steps to stabilize the existing section, recommend short term solutions and to outline long term solutions for the entire multi-plate section.

RECOMMENDATION

Informational Only – No Action Required