

**AGENDA  
STORM WATER UTILITY  
COMMITTEE**

**MONDAY, NOVEMBER 29, 2010  
ROOM 204  
4:30 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 special meeting held on October 25, 2010.

**C. REFERRED TO COMMITTEE**

C-1 Professional Services Agreement with Ruekert & Mielke for Multi-Plate Storm Sewer Inspection and Evaluation. **(District 2)**

C-2 Professional Services Agreement with Ruekert & Mielke for Dry Weather Storm Sewer Outfall Screening. **(Citywide Locations)**

C-3 Change Order for Project 10-1129 Interior Lights and Electrical Upgrades Truck Wash (3735 65<sup>th</sup> Street). **(District 11)** (also referred to Finance Committee)

C-4 Acceptance of Project 10-1111 Emergency Multi-Plate Storm Sewer Repair (5131 8<sup>th</sup> Avenue) which has been satisfactorily completed by DK Contractors, Inc., Pleasant Prairie, Wisconsin, in the amount of \$196,946.03. **(District 2)**

C-5 Acceptance of Paving and Drainage Improvements.  
A. Kilbourn Woods Subdivision **(District 17)**  
B. Meadows at Hunter's Ridge Subdivision **(District 4)**

INFORMATIONAL: River Crossing Swale Restoration Status

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

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 MEMEBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

STORM WATER UTILITY COMMITTEE  
- MINUTES -

MONDAY, OCTOBER 25, 2010  
4:30 P.M.

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

Patrick Juliana  
Jan Michalski  
Ray Misner

A special meeting of the Storm Water Utility Committee was held on Monday, October 25, 2010 in Room 204 of the Municipal Building. The following members were present: Chairman Anthony Nudo, Vice Chairman G. John Ruffolo, Alderman Steve Bostrom and Alderman Jan Michalski. Alderman Ray Misner and Alderman Patrick Juliana were called to another meeting. The meeting was called to order at 6:55 P.M. Staff members in attendance were Mayor Bosman, City Administrator Frank Pacetti, Finance Director Carol Stancato, Public Works Director Ron Bursek, Mike Lemens, Shelly Billingsley, John Prijic, and Sue Clouthier.

A-1 Approval of minutes of special meeting held on October 18, 2010.

*It was moved by Alderman Michalski, seconded by Alderman Ruffolo to approve minutes. Motion passed 4-0.*

C-1 Storm Water Utility CIP Budget

*A public hearing was held, William Anderson, 6101 60<sup>th</sup> Street, stated concerns about the equipment being purchased. Public hearing closed.*

Mayor Bosman gave an overview of the CIP.

Alderman Ruffolo questioned who puts together the list of equipment that needs to be purchased and if it is prioritized. John Prijic stated that by purchasing equipment instead of renting, efficiency would increase, and that yes the equipment to be purchased is prioritized based on the nature of the work being performed by the Storm Water Utility.

Chairman Nudo questioned the GIS system. Shelly Billingsley explained that a web based application system, would allow for immediate access to information that would make response times quicker and also to aid in the field inspections and inventory.

*It was moved by Alderman Bostrom, seconded by Alderman Michalski to approve. Motion passed 4-0.*

C-2 Storm Water Utility 2011 Executive Budget

*A public hearing was held, no one spoke.*

Ron Bursek gave an overview of the budget. He explained there was an approximate 30 cent per month increase for the average homeowner for the 2011 budget.

Alderman Michalski asked about sweeper rotation.

Alderman Bostrom questioned the increase in the tons of sweeper debris. John Prijic explained that there will be a new sewer truck on the road for flushing.

Alderman Nudo mentioned that salt for the curb and gutter conveyance system is now being budgeted in the Storm Water Utility.

*It was moved by Alderman Michalski, seconded by Alderman Bostrom to approve. Motion passed 4-0.*

Citizen Comments: No one spoke

Alderman Comments: No one spoke

ADJOURNMENT: There being no further business to come before the Storm Water Utility Committee, it was moved by Alderman Michalski, seconded by Alderman Bostrom to adjourn at 7:20 PM. Motion passed 4-0.

C-1



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

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

November 19, 2010

To: Anthony Nudo, Chairman  
 Stormwater Utility Committee

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

CC: Theodore Ruffalo  
 Alderman District 2

Subject: ***Professional Service Agreement with Ruckert & Mielke for Multi-Plate Storm Sewer Inspection and Evaluation***

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility has received a proposal to complete the Multi-Plate Storm Sewer Inspection and Evaluation, from the outfall on 52<sup>nd</sup> Street to the railroad bridge at approximately 48<sup>th</sup> Street, in the City of Kenosha (exhibit is attached). The Stormwater Utility received three proposals and has chosen Ruckert & Mielke based on a Qualification Based Selection process.

This study will involve numerous tasks as they relate to the evaluation and inspection of this system. Some of the tasks that will be completed as part of the storm sewer evaluation and inspection are as follows:

- Visual Inspection
- Documenting Video and Photos
- Documenting Report
- Miscellaneous Measurements of the existing facility
- In Place Structural Evaluation
- Structural Evaluation of Failed Section (pieces of the removed multi-plate will be evaluated)

The proposed fee to complete this work is \$52,800 with an additional \$1,000 per in place structural evaluation core.

**RECOMMENDATION**

Approve the Agreement between the Kenosha Stormwater Utility and Ruckert & Mielke for \$60,500 to include their quote of \$52,800 with \$7,700 of contingency to include in place structural evaluation cores at an estimated 5 locations and \$2,700 for unforeseen costs and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP SW-95-001 Storm Sewers/Inlet Lead.

November 10, 2010

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

Re: Project 10-1132 – Multi Plate Storm Sewer Inspection and Evaluation

Dear Shelly:

On behalf of Ruekert/Mielke I would like to thank you for selecting us to complete the multi plate storm sewer inspection and evaluation study for the Kenosha Storm Water Utility. Ruekert/Mielke will complete the study in accordance with our proposal dated October 15, 2010. The project will be completed in accordance with our project schedule, including a slight time variance to the November 22, 2010 initial visual inspection completion date due to the notification by the Utility that we had received the contract on November 9, 2010. Our fee schedule as outlined in the proposal and as attached remains the same with the potential exception that we described in the kick off meeting on November 9, 2010. This would be for potential additional time for additional measurements that may be needed in the section where the recently failed pipe was replaced. At this time, you are requesting that we provide the measurements within the pipe at every 10 feet. This may slightly increase our overall time on the project.

Ruekert/Mielke proposes to complete this project in accordance with our October 15, 2010 proposal and 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 you have any questions on the above, please feel free to contact me. I greatly appreciate your confidence in utilizing Ruekert/Mielke to complete this project on behalf of the City of Kenosha Storm Water Utility.

Very truly yours,

RUEKERT/MIELKE



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

KRW:crp  
Enclosure(s)  
cc: File

~Kenosha City, 8025003 Multi-plate Storm Sewer Inspection > Review > Agreement > Billingsley-20101110-Multi Plate Storm Sewer Inspection & Evaluation Agreement.doc~



Ms. Shelly Billingsley, P.E.  
Re: Multi Plate Storm Sewer Inspection and Evaluation  
November 10, 2010  
Page 2

CLIENT NAME:

City of Kenosha

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

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

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

ATTEST:

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

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

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

ENGINEER:

Ruekert & Mielke, Inc.

By:   
Michael F. Campbell, P.E.

Title: Senior Vice President/COO

Date: 11/10/10

Designated Representative:

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

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

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

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

Designated Representative:

Name: Kenneth R Ward, P.E.

Title: Principal/Office Manager

Phone Number: (262) 953-2650

Facsimile Number: (262) 953-2655

Ms. Shelly Billingsley, P.E.  
Re: Multi Plate Storm Sewer Inspection and Evaluation  
November 10, 2010  
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## FEE SCHEDULE

Ruekert/Mielke proposes to undertake the specific task outlined in the proposal dated September 20, 2010 and project clarifications dated October 6, 8 and 12, 2010.

Project Task	Fee
Task 1 — Visual Inspection	\$4,600
Task 2 — Documenting Video and Photos	\$38,500
Task 3 — Documenting Report	\$3,600
Task 4 — Measurements	\$1,600
Task 5 — In Place Structural Evaluation	\$1,000/core
Task 6 — Structural Evaluation of Failed Section	\$4,500

Ruekert/Mielke, or it's subconsultants, may also provide additional services such as sonar testing of underwater areas, or analysis of additional multi-plate sections, bolt failures or underwater analysis.

Personnel	Hourly Wage
Senior Civil Engineer	\$145.00/hr
Senior Technician	\$80.00/hr
Senior Scientist (Analysis)	\$180.00/hr

Items specifically excluded from the above costs include reimbursable costs beyond 5 copies of the report or televised logs, access at 52nd Street for boat entrance (grate removal/installation provided by Utility).

*In addition, prices do not include the following:*

- Cleaning or jetting of any kind.
- Dewatering of the multi-plate storm sewer and associated inlets.
- Locating upstream inlet structures.
- Uncovering buried, seized or welded manhole covers/grates.
- Night, weekend or holiday work.
- Shipping expense of plate sections to laboratory for analysis.

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 Majeure

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



REVISIONS	Survey By :	Date :
	Design By :	Date :
	Drawn By :	Date :
	Checked By :	Date :
	Approved By :	Date :

**CITY OF KENOSHA**  
**DEPARTMENT OF PUBLIC WORKS - ENGINEERING**  
 625 52nd St. Room 302 Kenosha, Wisconsin 53140  
 ph 2262 653-4650 fax 2262 653-4056

**PIKE CREEK MULTI-PLATE**  
**STORM SEWER**  
 JOB NO. 10-1132



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

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

November 17, 2010

To: Anthony Nudo, Chairman  
Stormwater Utility Committee

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

Subject: ***Professional Service Agreement with Ruekert & Mielke for Dry Weather Storm Sewer Outfall Screening***

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility has received a proposal to complete the 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 received six proposals and has chosen Ruekert & Mielke based on a Qualification Based Selection process.

This screening will involve numerous tasks as they relate to the dry weather screening of our major outfalls. Some of the tasks that will be completed are as follows:

- Kickoff Meeting
- Dry Weather Storm Sewer Outfall Screening
- Illicit Connection or Discharge Investigation (if needed) – this was assumed that 3 illicit discharges will be located which will require 30 manholes to be evaluated to determine the source of the discharge.

The proposed fee to complete this work is \$6,770.

**RECOMMENDATION**

Approve the Agreement between the Kenosha Stormwater Utility and Ruekert & Mielke for \$7,500 to include their quote of \$6,770 with \$730 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of accounts 501-09-50102-219 from which this work was budgeted.

November 10, 2010

Ms. Shelly Billingsley  
City of Kenosha  
Municipal Building  
625 52nd Street – Room 305  
Kenosha, WI 53140

Re: Dry Weather Storm Sewer Outfall Screening

Dear Ms. Billingsley:

Thank you for selecting Ruekert/Mielke to complete the City's dry weather storm sewer outfall screening. It is our understanding that the project involves attendance at a kickoff meeting (task 1), completion of dry weather outfall screening of 35 discharge points throughout the City (task 2) and investigation of suspected illicit discharges (task 3). Ruekert/Mielke proposes to complete this project in accordance with our October 15, 2010 proposal, our October 27, 2010 follow up letter and the attached two page **Standard Terms & Conditions** dated December 7, 2000. Each of these documents is made part of this agreement by reference.

We proposed to complete the work in accordance with the lump sum fees outlined in tasks 1-3 below. For the purposes of task 2, it was assumed that 27 outfalls would be dry and 8 outfalls would be flowing. Each flowing outfall will be tested for pH, temperature, total chlorine, total copper, total phenol and detergents. In addition, visual observations, outfall photographs and a narrative description will be completed for each outfall. For the purposes of task 3, it was assumed that three illicit discharges will require further review, including investigation of a total of 30 manholes.

If site conditions require additional investigation in excess of the provided assumptions, these services will be provided at our standard hourly rates listed below. The testing will be completed in accordance with our October 15, 2010 schedule, adjusted for the delay in award and remaining weather dependent. This scope of work does not include additional laboratory testing which may also be required.

<b>Item</b>	<b>Fee</b>
Task 1 – Kickoff Meeting	\$420.00
Task 2 – Dry Weather Storm Sewer Outfall Screening	\$4,350.00
Task 3 – Illicit Connection or Discharge Investigation	\$2,000.00
Engineer 7 (If additional services needed)	\$140.00/hour
Engineer 6 (If additional services needed)	\$119.00/hour
Engineering Technician (If additional services needed)	\$69.00/hour
Administrative Assistant (If additional services needed)	\$52.00/hour



Ms. Shelly Billingsley  
Re: Dry Weather Storm Sewer Outfall Screening  
November 10, 2010  
Page 2

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 you have any questions on the above, please feel free to contact me. I greatly appreciate your confidence in utilizing Ruekert/Mielke to complete this project on behalf of the City of Kenosha.

Very truly yours,

RUEKERT/MIELKE

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

SCW:crp  
Enclosure  
cc: Kenneth R. Ward, P.E., Ruekert/Mielke  
File

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 Majeure

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

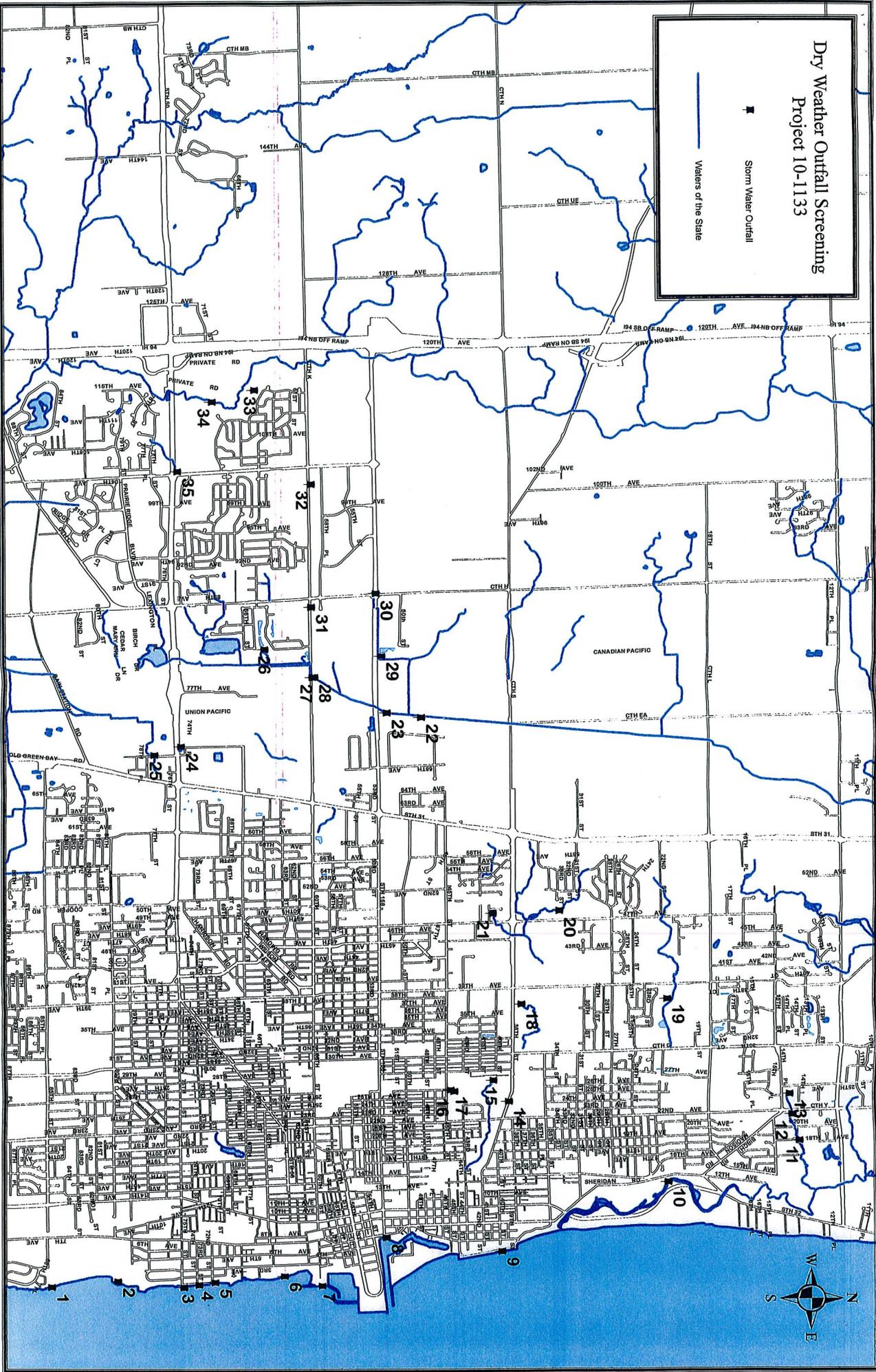
1. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations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

END OF DOCUMENT

# Dry Weather Outfall Screening Project 10-1133

Storm Water Outfall

Waters of the State





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

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

November 19, 2010

To: Anthony Nudo, Chairman  
Stormwater Utility Committee

G. John Ruffolo, Chairman  
Public Works Committee

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

Subject: ***Change Order for Project 10-1129 Interior Lights and Electrical Upgrades Truck Wash (3735 65<sup>th</sup> Street)***

**BACKGROUND INFORMATION**

The contract for Project 10-1129 will require a change order as the contract originally specified the installation of step-up transformer to be located inside the building. However, in working with the contractor and We Energies it was determined that the existing service would not support the needs of the wash system and a new service would need to be installed to obtain the required 600 amp, 480 volt service. Therefore, the specified step-up transformer would not be adequate for the truck wash system.

The additional costs due to this change were not anticipated at the time of the bid therefore the change order of \$2,440 will be required for the Truck Wash system to become functional.

**RECOMMENDATION**

Approve the contract change order for additional work and recommend to the Common Council that the Mayor be authorized to execute the Change Order.

**THE CITY OF KENOSHA**

**CHANGE ORDER**

Project Name: Interior Lighting & Electrical Upgrades Truck Wash

Project Number: 10-1129

C.I.P. Line Item: SW-09-001

Purchase Order #: 101039

Contractor: Great Lakes Electric

Public Works Committee Action: November 29, 2010

Finance Committee: December 6, 2010

Date of Common Council Action: December 6, 2010

City and contractor agree that the above contract is amended by increasing the amount of the contract by **\$2,440.00** from **\$34,000.00** to **\$36,440.00**. This amendment will allow for additional work to be completed.

This change order is approved by:

**CONTRACTOR**

  
Great Lakes Electric  
Gregory A. Dewitz, President

**CITY OF KENOSHA, MAYOR**

\_\_\_\_\_

**DATE**

11/17/10

\_\_\_\_\_

**DATE**

\_\_\_\_\_



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Administrative Supervisor**  
Janice D. Schroeder

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

C-4

## DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

November 17, 2010

To: G. John Ruffolo, Chairman, Public Works Committee  
Anthony Nudo, Chairman, Stormwater Utility Committee

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

Subject: Acceptance of Project 10-1111 Emergency Multi-Plate Storm Sewer Repair

Location: 5131 8<sup>th</sup> Avenue

Please be advised that the above referenced project has been satisfactorily completed by DK Contractors, Inc., Pleasant Prairie, Wisconsin. This project consisted of an emergency repair of a portion of a 13-foot diameter multi-plate storm sewer approximately 40 to 100 feet in length. The project included installing a safety fence, shoring, making the repair, backfilling, removing material that has fallen into the creek due to the existing collapse, paving the affected area of the parking lot as well as reseeding all disturbed areas.

It is recommended that the project be accepted in the final amount of \$196,946.03. Original contract amount was \$174,317.11 plus \$35,682.89 for contingency for a total contract amount of \$210,000.00. Funding was from SW-95-001.

MML/kjb

C-5A



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

**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT

**FLEET MAINTENANCE**  
MAURO LENCI  
SUPERINTENDENT

**WASTE DIVISION**  
ROCKY BEDNAR  
SUPERINTENDENT

**PARK DIVISION**  
JEFF WARNOCK  
SUPERINTENDENT

**ADMINISTRATION SUPERVISOR**  
JANICE D. SCHROEDER

**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

November 24 2010

To: G. John Ruffolo, Chairman  
Public Works Committee

From: Michael M. Lemens, P.E. *[Signature]*  
Director of Engineering/City Engineer

Subject: *Acceptance of Paving and Drainage Improvements  
Kilbourn Woods Subdivision*

**BACKGROUND/ANALYSIS**

D.R. Horton, (Cambridge Homes) recently completed the improvements in the *Kilbourn Woods Subdivision* as shown on the attached exhibit map, and is now requesting that all drainage and paving improvements be formally accepted by the City.

The street paving and drainage improvements for this subdivision has been inspected and approved for acceptance by the Department of Public Works - Engineering Division personnel. The developer has met all requirements for acceptance by the Committee and Common Council.

Upon acceptance by the City, the City will be responsible for the operation and maintenance of the street paving and other improvements.

**RECOMMENDATION**

Approve the street paving and drainage improvements for acceptance.

Attachment: Map

CC: Ald. Bogdala

MML



October 29, 2010

Mr. Michael Lemens, P.E.  
City Engineer  
City of Kenosha  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140

Re: *Kilbourn Woods Subdivision – Acceptance*

Dear Michael:

Superior Paving completed final surface lift for the entire Kilbourn Woods subdivision yesterday. At this time, DRH Cambridge Homes, Inc. requests formal acceptance of the subdivision. Please inform us of the warranty period and surety amount.

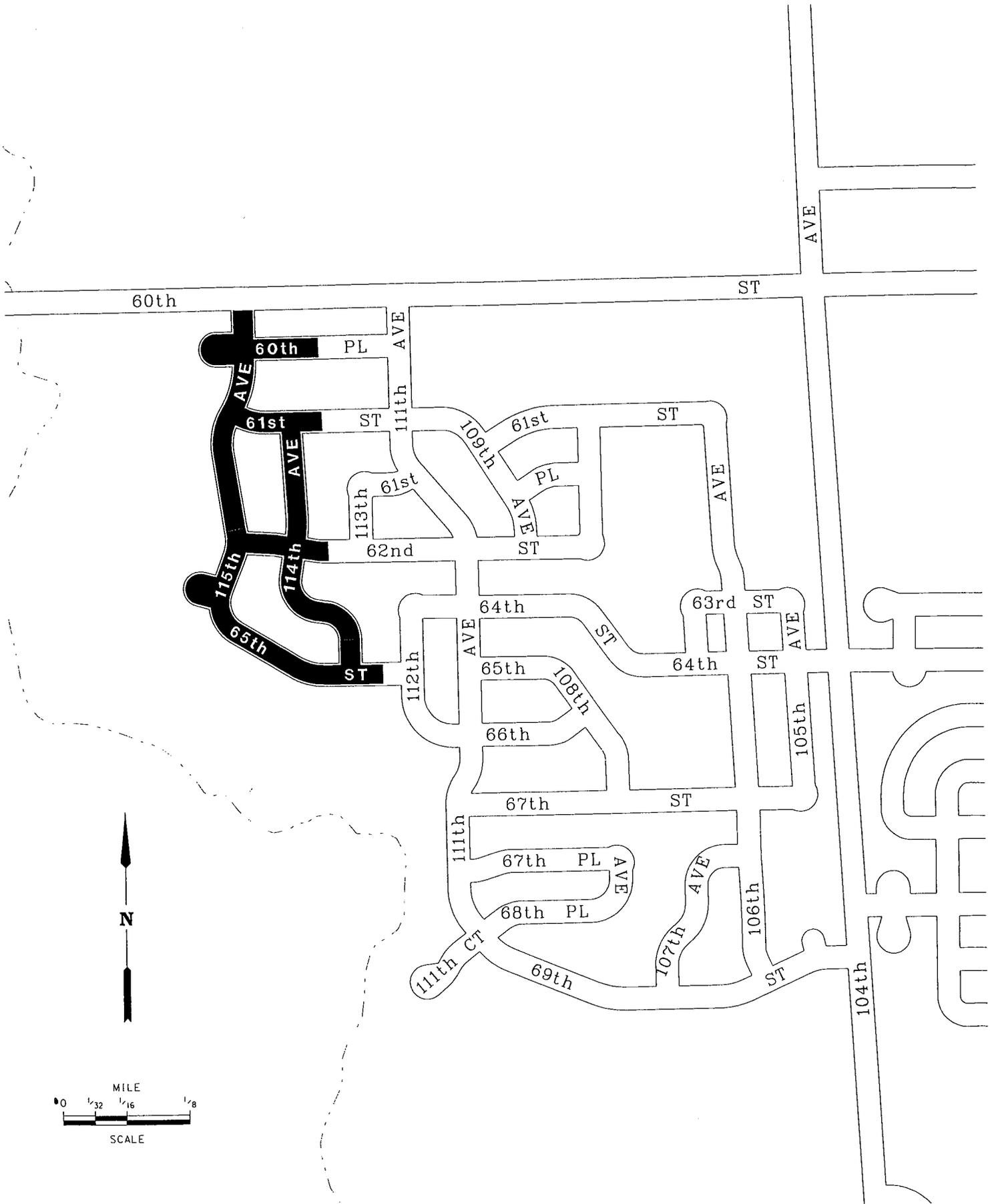
If you have any questions I can be reached at (847)984-4539 or [mssalvatore@drhorton.com](mailto:mssalvatore@drhorton.com).

Sincerely,

Mark S. Salvatore, P.E.  
Land Development Project Manager

Cc: Tara Zerzanek, City of Kenosha (via email only)  
File 6.2.1

# 2010 Accepted Streets of Kilbourn Woods





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

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

ADMINISTRATION SUPERVISOR  
JANICE D. SCHROEDER

C-5B

**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

November 24 2010

To: G. John Ruffolo, Chairman  
Public Works Committee

From: Michael M. Lemens, P.E. *[Signature]*  
Director of Engineering/City Engineer

Subject: *Acceptance of Paving and Drainage Improvements  
Meadows at Hunters Ridge Subdivision*

**BACKGROUND/ANALYSIS**

This original developer for this project went bankrupt, and the City began procedures to finish the work under the developer's agreement by going after the letter of credit. The bank informed that City that they had found a buyer for the property, and the new buyer replaced the existing letter of credit with a new one under their own name. The buyer did complete the improvements in the *Meadows at Hunter's Ridge Subdivision* as shown on the attached exhibit map, and is now requesting that all drainage and paving improvements be formally accepted by the City.

The street paving and drainage improvements for this subdivision has been inspected and approved for acceptance by the Department of Public Works - Engineering Division personnel. The developer has met all requirements for acceptance by the Committee and Common Council.

Upon acceptance by the City, the City will be responsible for the operation and maintenance of the street paving and other improvements.

**RECOMMENDATION**

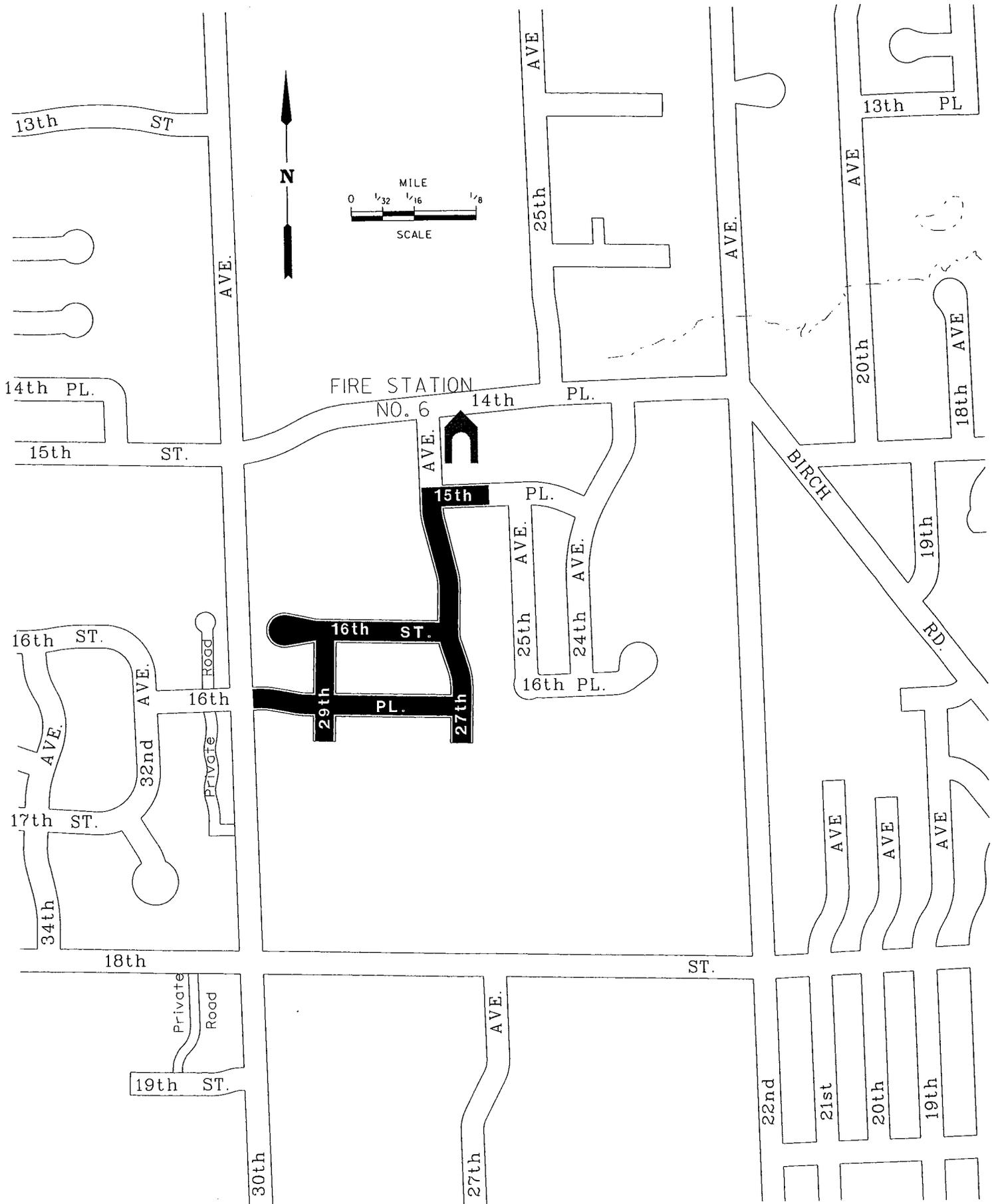
Approve the street paving and drainage improvements for acceptance.

Attachment: Map

CC: Ald. Ruffolo

MML

# 2010 Accepted Streets of Meadows At Hunter's Rigde





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**

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

November 19, 2010

To: Anthony Nudo, Chairman  
Stormwater Utility Committee

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

CC: David Bogdala  
Alderman District 17

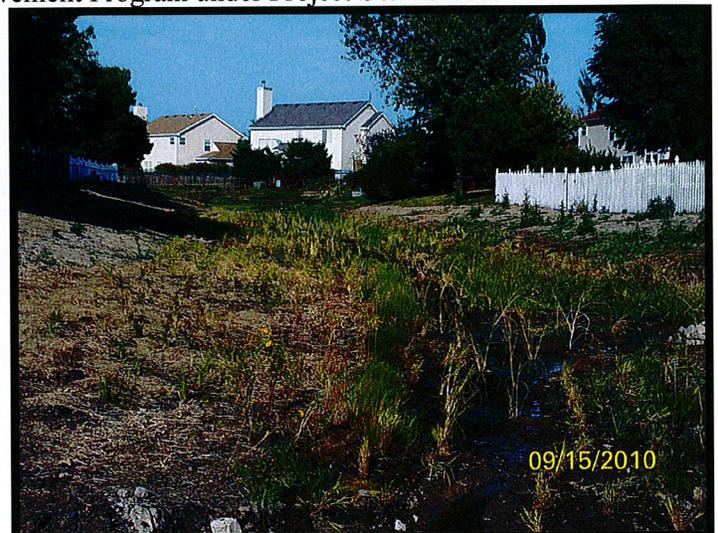
Subject: INFORMATIONAL ITEM - *River Crossing Swale Restoration Status*

**BACKGROUND INFORMATION**

The Kenosha Stormwater Utility staff has completed the installation of the “Bio-Swale” pilot program in the River Crossing Subdivision. Staff has worked with the Park Division to complete the initial planting as designed by Nan Calvert, an Ecological Consultant with Environmental Education for Everyone.

The River Crossing Swale will require self induced maintenance over the next three years until the plantings are large enough to keep invasive species from taking over. Over the next few years the swale will need to be evaluated to ensure the health and functionality of the swale to determine if the pilot program should be expanded to the remaining sections of the swale. As the benefits of this projects will not only provide stormwater quality but will decrease maintenance needs of Stormwater Utility personnel as well as provide an aesthetic element to residential rear yards.

This project was included in the 2010-2014 Capital Improvement Program under Project SW-10-005.



**RECOMMENDATION**

Informational Only – No Action Required