



N64W23760 Main Street  
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AGENDA  
VILLAGE BOARD  
VILLAGE OF SUSSEX  
7:00 P.M. TUESDAY, FEBRUARY 23, 2016  
SUSSEX VILLAGE HALL – LOWER LEVEL

1. Roll call.
2. Pledge of Allegiance.
3. Consideration and possible action on minutes Village Board meeting held on February 9, 2016.
4. Communications
  - A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions including Successfully Sussex Awards.
    1. Judge Timothy Kay – Lake Country Municipal Court End of Year Review.
5. Committee Reports
  - A. Board of Fire Commissioners Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
  - B. Community Development Authority Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
  - C. Park & Recreation Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
    1. Weyer/Grogan Park removal, relocation and installation of playground equipment.
    2. Lisbon Central Cemetery Lawn Service contract.
    3. Refund Policy Amendment
  - D. Pauline Haass Library Board Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
  - E. Plan Commission Report on discussion and action taken at the previous meeting, future agenda items and upcoming scheduled meetings.
  - F. Public Safety and Welfare Report on discussion and action taken at the previous meeting, future agenda items and upcoming meetings.
6. Staff Reports on upcoming events, projects in process, future agenda items and scheduled meetings.
7. Comments from citizens present.

8. Old Business.
  - A. Consideration of Main Street Award of Contract from bid for Construction with Vinton Construction, Contract for Inspection and Survey Services with R.A. Smith National, and Contract for Geotechnical Testing with Giles, Engineering.
9. New Business.
10. Consideration and possible action on resignations and appointments.
11. Adjournment

Greg Goetz  
Village President

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Jeremy Smith  
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Jeremy Smith at 246-5200.

VILLAGE OF SUSSEX  
SUSSEX, WISCONSIN

Minutes of the Village Board meeting held on February 9, 2016.

President Goetz called the meeting to order at 7:00 p.m.

Trustees present: Bob Zarzynski, Wendy Stallings, Pat Tetzlaff, Tim Dietrich, Matt Carran, Lee Uecker and Greg Goetz.

Trustees excused: None.

Others present: Administrator Jeremy Smith, Attorney John Macy, Assistant Administrator Melissa Weiss and Clerk-Treasurer Susan Freiheit.

A motion by Tetzlaff, seconded by Stallings, to approve the minutes of the Village Board meeting of January 26, 2016 and the Special Village Board meeting of February 2, 2016, all as presented.

Motion carried.

Village President Report. President Goetz reported that on Thursday, February 11, Waukesha Energy Assistance will meet with residents in the Board Room at Village Hall from 9 am to 1 pm., on Tuesday, February 16, the Board of Fire Commissioners meets at 5 pm and the Public Safety & Welfare Committee meets at 6 pm, both at the Public Safety Building, also on Tuesday, February 16, the Park & Recreation Board meets at 6:30 pm at the Community Center. On Wednesday, February 17, the Pauline Haass Public Library Board meets at 6:30 pm in the Quad/Graphics Room at the library, and the Plan Commission meets at 6:30 pm on Thursday, February 18, in the Board Room at Village Hall. President Goetz also stated that he has had calls about the park at the Village Hall and stated that the equipment from Weyer Park will be moved to Grogan Park and new equipment is being purchased for the Civic Campus Park. President Goetz stated that there are residents who are going to petition for a pool in the Village. President Goetz also reported that the Village is hiring seasonal employees for the summer. President Goetz also stated that Mr. Smith has been appointed to the hiring panel for the Hamilton School District's position of Superintendent. President Goetz also thanked everyone involved in the Sledding Party at the Park which was a great event.

A motion by Zarzynski, seconded by Uecker, to approve the 2015 Closing and January Check Registers and January P-card Statement and the total disbursements in the amount of \$10,224,381.06, as presented.

Motion carried.

A motion by Zarzynski, seconded by Tetzlaff, to adopt an ordinance to repeal and recreate Chapter 4 Subsections 4.02(4)(F) entitled "The Following Fees" and 4.02(7)(E) entitled "Separate Premises or Limited Access Area", of the Village of Sussex Municipal Code. The Finance Committee has been deliberating where to draw the line as it loosens the standards for Class A licenses. These changes are aimed at minimizing access of intoxicating liquors to minors and supporting public safety through the design and oversight of Class A establishments. The Ordinance also allows certain fees to be established by resolution and eliminates the economic development grant for additional reserve licenses in keeping with the intent of State regulation.

President Goetz and all Trustees present voted "aye."

Motion carried.

A motion by Zarzynski, seconded by Carran, to adopt a resolution establishing the fees for various services of the Village of Sussex. As the Village updated its Municipal Code, a concerted effort was made to have fees set by resolution of the Village vs. having to amend the Ordinance whenever a fee was adjusted. The fees for weights and measures, operator's licenses, and amusement devices are some of these services that previously had fee amounts in the Ordinance.

President Goetz and all Trustees present voted "aye."

Motion carried.

A motion by Zarzynski, seconded by Goetz, to authorize the issuance of Operators Licenses for Kevin Shannon, Jonni Paluchniak, Rachael Ebert, and Jayanth Para subject to the standard conditions of Operator License approvals and to deny the Operators License for Cori Gastrow for failure to complete the application process. Motion carried.

A motion by Zarzynski, seconded by Uecker, to authorize the issuance of a Combination Class "B" Retail License for the Sale of Fermented Malt Beverages & Intoxicating Liquors February 9, 2016 to June 30, 2016 to K&J Entertainment LLC, N64W23246 Main Street, Sussex, WI 53089, Tailgator's, Agent: Kevin Shannon subject to the standard conditions of Alcohol License approvals. Motion carried.

A motion by Zarzynski, seconded by Tetzlaff, to authorize the issuance of a Combination Class "B" Retail License for the Sale of Fermented Malt Beverages & Intoxicating Liquors February 9, 2016 to June 30, 2016 to Ichiban Sussex LLC, N65W24838 Main Street, Sussex, WI 53089, Ichiban Sushi & Steak House, Agent: Shi Jian Zheng subject to the standard conditions of Alcohol License approvals. Motion carried.

A motion by Zarzynski, seconded by Goetz, to authorize the issuance of a Class B Fermented Malt Beverage License, May 1, 2016 to October 1, 2016 to TDEE Enterprises, Inc. at the Village Park Concession Building in Sussex Village Park; Agent Tom Volpe subject to the standard conditions of Alcohol License approvals. Motion carried.

A motion by Zarzynski, seconded by Uecker, to authorize the issuance of a Class B Fermented Malt Beverage License, April 15, 2016 to October 15, 2016 to Sussex Baseball Club at the Tetzlaff Field Concession Building in Sussex Village Park; Agent James Gasper subject to the standard conditions of Alcohol License approvals. Motion carried.

A motion by Zarzynski, seconded by Goetz, to deny the application of the Class "A" Retail License for the Sale of Intoxicating Liquors- February 9, 2016 to June 30, 2016 for Midwest Retail Group One LLC, N64W24925 Main Street, Sussex, WI 53089, 7-Eleven #35844, Agent: James F. Fiene as the application does not meet the standards of the Ordinance and the Village wants to step before it leaps with greater access to intoxicating liquors in order to protect minors and to address the public safety issues related to intoxicating liquors. Motion carried.

A motion by Zarzynski, seconded by Uecker, to deny the application of the Class "A" Retail License for the Sale of Intoxicating Liquors – February 9, 2016 to June 30, 2016 for AM Sussex Inc, NW232N6116 Waukesha Ave., Sussex, WI 53089, AM Sussex, Agent: Tadbir Dran as the application does not meet the standards of the Ordinance the Village wants to step before it leaps with greater access to intoxicating liquors in order to protect minors and to address the public safety issues related to intoxicating liquors. Motion carried.

A motion by Zarzynski, seconded by Tetzlaff, to approve the 2015 4<sup>th</sup> Quarter Investment Report as presented. Trustee Zarzynski abstained. Motion carried.

A motion by Zarzynski, seconded by Carran, to not establishing a hardship policy for ambulance billing. The Village already writes off claims under Medicare and Medicaid. The ambulance billing service also works with folks to put them on a payment plan. Also, now with the Affordable Care Act everyone should be covered by insurance and emergency ambulance costs are one of the mandated coverage benefits. This is not to say there isn't some small percentage of folks who fall into a window on these coverages, but for those rare instances the ambulance billing company can work with them through the process. Given the current system in place the adoption of a hardship policy for ambulance billing would likely

create more challenges than solutions and it is Staff's recommendation not to establish one at this time.  
Motion carried.

A motion by Goetz, seconded by Uecker, to adopt a resolution designating public depositories and approving other financial institutions for investment. There are no changes from the 2015 list, but the Village Board should approve the list every year per best practices.

President Goetz and Trustees Uecker, Carran, Dietrich, Tetzlaff and Stallings voted "aye."  
Trustee Zarzynski abstained. Motion carried.

A motion by Dietrich, seconded by Carran, to approve payment of the public work bills in the amount of \$583,772.29, as presented. Motion carried.

A motion by Dietrich, seconded by Tetzlaff, to approve the 2016 Visu-Sewer Contract. Visu-Sewer has performed the work well and the Village has worked with them since the 1980's to complete these important maintenance activities and the costs are budgeted in the Sewer Utility budget.  
Motion carried.

A motion by Dietrich, seconded by Carran, to approve the Ruckert & Mielke Services Proposal - Phosphorus Compliance Schedule for an amount not to exceed \$7,000. The Village is required to submit to the DNR annual progress reports on the Village's efforts to come into compliance with the 2022 phosphorus standards. As part of 2016's work the Village will utilize R&M to complete a pilot study of a rare earth material that removes phosphorus and its optimization for the Sussex Wastewater Treatment Plant.  
Motion carried.

A motion by Dietrich, seconded by Goetz, to approve the Amended Developer's Agreement for the Farmstead, Corners, Mammoth North, and Mammoth South Mixed Use Downtown Developments. The Developer has placed the Liquor Store building on Silver Spring into contract, which will aid the development of the site and the construction of Silver Spring. In order to facilitate this acquisition, the Developer is seeking to have TIF funds reallocated from other areas of his development projects. Staff is very supportive of this endeavor as the removal of the remaining building in this redevelopment area facilitates higher TIF revenue, a better roadway design, and is not allocating additional TIF dollars, just reorganizing them within the project plan.

President Goetz and all Trustees present voted "aye." Motion carried.

Staff Reports: Mrs. Weiss stated that bids are being taken for the removal of the playground equipment at Weyer Park and for installation at Grogan Park. Mrs. Weiss stated that new equipment will be installed at Weyer Park and that the Weyer Park Greenspace Committee and the Park Board will prepare those RFPs. Mrs. Weiss stated that the Main Street Bids will be considered at the next Village Board meeting. Mrs. Weiss stated that there will be 400+ water meter change outs done early this year. Mrs. Weiss stated that due to the snow that the crews have been out five times this week. Mr. Smith stated that he is attending the Urban Alliance Meeting to discuss partnership and strategic planning with neighboring communities. Mr. Smith stated that he recently attended a train safety meeting regarding crude oil cars and other safety issues. Mr. Smith gave a brief presentation about the 2015 Development Annual report. Mr. Macy stated that the legislature is still in session and he has helped write legislation related to chargebacks on refunded property taxes.

Comments from Citizens Present:

Mr. Boyd Thew, N62W23352 Silver Spring, and Mr. Justin Schweiger, N61W23322 Silver Spring Drive, were present. Mr. Thew stated that he was in conversation with the Mammoth Springs people regarding buying his house, but negotiations have ended. Mr. Thew stated that when he moved here, there were residences around his property and now there will be apartments and townhouses. Mr. Thew stated that he is asking for the Village Board's support to maintain their property values, require a six foot maintenance free fence between the Mammoth Springs property and their homes, and require some pine trees and ground cover to keep the weeds down. Mr. Thew stated that he was guaranteed that

he would be bought out either by the Village or the developer. Mr. Thew stated that based on the plans he has seen, the developer will have to reconfigure some areas as they encroach on their properties. Mr. Thew asked that the Village provide him a copy of the plans submitted before they are approved by the Board.

Mr. Brent Schultz, representing 7-Eleven, asked for clarification on the action taken earlier in the meeting. Mr. Schultz asked if there was a deficiency in the application or the operations. Mr. Macy stated that there was not a problem with the application, but it doesn't meet the ordinance.

As there was no one further who wished to be heard, the Board resumed regular session.

A motion by Goetz, seconded by Carran, to approve the Consent Order from the DNR for Wells #2, #3, #4, and #5 for radium compliance. All of these wells have tested out of compliance for the radium standard. The Village will have until June 30, 2019 to complete improvements. These improvements may well exceed \$6 million in capital costs, and significant operational costs, which will have significant rate impacts on the water utility. Staff is working on the most cost effective solutions and will discuss these with the Village Board and Public Works Committee over the course of 2017, for 2017/2018 design and bid, and 2018/2019 construction. Motion carried.

Resignations and appointments: There were none.

A motion by Zarzynski, seconded by Stallings, to adjourn the meeting at 7:55 p.m. Motion carried.

Respectfully submitted,

Susan M. Freiheit  
Clerk-Treasurer

(A copy of all ordinances and resolutions adopted at this meeting can be found on file at the Village Clerk's Office.)



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## MEMORANDUM

To: Village Board

From: Jeremy Smith, Village Administrator

Re: Village Board Meeting

Date: 2/18/2016

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4.A. Village President Report. Report on meetings attended/up-coming, communications, and recognitions.

1. Lake Country Municipal Court Judge Timothy Kay will give the 2015 Year Review.

5.C.1. Staff recommends denial of both bids for the Weyer/Grogan Park removal as the bids came in at \$75,143 and \$95,755 respectively, which is more than double the \$33,000 estimate that Park and Recreation Director Sasha Snapp had received from Lee Recreation during budget season. Staff is exploring alternative options to discuss at the March Park Board. Please see the bid tabs for more information.

5.C.2. Staff recommends approval of the Lisbon Central Cemetery Lawn Service contract. The Village used Mr. Al Moros' firm last year with great success and would look to renew with his company with a \$5 increase per cutting from \$115 to \$120. The service level would remain the same. Please see the contract for more information.

5.C.3. Staff recommends approval of the refund policy amendment. The Policy amendment moves the administrative fee that is non-refundable from \$5 to \$10 to cover the costs the Village incurs with processing charges. The staff still reviews refund requests and refunds for trips or where program materials are already expensed cannot be refunded after the deadline for registration. Please see the policy for more information.

8.A. Staff recommends approval of the 3 contracts as follows:

Vinton Construction per the bid, including Mandatory Alternate 2 and Mandatory Alternate 3.  
RA Smith National per their proposal for Inspection and Surveying Services.  
Giles Engineering Associates, Inc. per their proposal for Geotechnical Services.

The total cost of these three contracts is \$5,908,847.55. We recommend that a contingency of \$516,152.45 (+/- 8.7% of total cost), be established for a total allocation of \$6,425,000.00 for these contracts. The Village Board previously approved Utility Relocation Costs. If the Village Board wishes to accept alternate 1, which is for concrete instead of asphalt on Silver Spring the contract with Vinton goes up by \$29,658, and if the Village Board chooses to add Alternate 4, which is for Fiber optic between the Civic Campus and Fire Station, the contract with Vinton needs to go up by \$71,600. Alternates 5 and 6 are not needed at this time with the

Liquor store being removed by the Developer. This total with the power burial costs keeps us about \$40,000 under the budgeted estimates for the project. Please see the memo from Village Engineer Judy Neu and the bid totals for more information.

## Village of Sussex - Playground Equipment Removal, Relocation and Reinstallation

### Bid Tabulation

Bid Opening February 11, 2016, 10:00 AM

					Bluemel's Maintenance Service Inc. (Greenfield, WI)		All-Ways Contractors, Inc. (Elm Grove, WI)		<i>Engineer's Estimate</i>	
ITEM NO.	ITEM	QTY.	UNIT		Unit Item Price	Amount	Unit Item Price	Amount	<i>Unit Item Price</i>	<i>Amount</i>
1	Removal and Disposal of the Existing Playground Equipment at Grogan Park	1	LS		\$ 9,300.00	\$ 9,300.00	\$ 7,560.00	\$ 7,560.00		
2	Removal, Relocation and Reinstallation of the Existing Playground Equipment and Appurtenances from Weyer Park to Grogan Park	1	LS		\$65,843.00	\$ 65,843.00	\$ 88,195.00	\$ 88,195.00		
			TOTAL			\$ 75,143.00		\$ 95,755.00		\$ 33,800.00



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MEMORANDUM

To: Public Works Committee, Village Board

From: Linda Steinmetz, Deputy Clerk and Sasha Snapp, Parks and Recreation Director

Date: February 27, 2016

Re: Lisbon Central Cemetery – Lawn Services Contract

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We contracted with Al Moros last year to provide lawn services for the cemetery and were pleased with his service. He has indicated that he wishes to provide the same services for 2016, although he is requesting a \$5.00 increase per cut bringing the cost to \$120.00 per service event. Mr. Moros will be cutting the lawn once a week or on an as needed basis starting in April of this year, and continuing until the grass goes dormant. Staff is confident that even with this slight rate increase, the lawn service costs will fall within our budget.

Staff recommends approval of the Lawn Services Contract.



This Lawn Service Contract (this "Contract") is made effective as of February 23, 2016 by and between the Village of Sussex, N64W23760 Main Street, Sussex, WI 53089, and Al Moros, N68W26966 Silver Spring Drive, Sussex, WI 53089. In this Contract, the party who is contracting to receive the services shall be referred to as "Village of Sussex" and the party who will be providing the services shall be referred to as "Al Moros".

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises and agreements contained herein, Village of Sussex contracts with Al Moros, and Al Moros agrees to provide Lawn Services, as an independent contractor to the Village of Sussex at the following location under the terms and conditions hereby agreed upon by the parties:

- 1. DESCRIPTION OF SERVICES.** Beginning April 1, 2016 Service Provider will provide the following services (collectively, the "Services"):
  - a. Al Moros shall mow and trim the lawn in a competent and professional manner at the Lisbon Central Cemetery, N67W25479 Silver Spring Drive, Sussex, WI 53089, which comprises approximately 1.5 acres with gravestones and other structures.
  - b. The parties shall consult periodically concerning the length and appearance of the lawn.
  - c. Al Moros shall complete the mowing and trimming and on an as needed basis, but not more than once per week, in a manner consistent with Al Moros's mowing and trimming of this property over the past several years. Each complete mowing and trimming event shall be known as a "Service Event".
  - d. Al Moros shall maintain insurance for his vehicles, equipment, and personnel at Al Moros's sole cost, a certificate of which shall be provided to the Village.
  
- 2. PAYMENT OF SERVICES.** The Village of Sussex will pay compensation to Al Moros for the Services at the rate of \$120.00 per Service Event. Al Moros shall request payment from the Village of Sussex by invoice or other written request and Village of Sussex shall pay said request in a timely manner according to its customary payment practices.
  
- 3. TERM/TERMINATION.** This contract shall terminate by December 1, 2016. The Agreement may be terminated by either party if 30 day written notice is given to the other party seeking termination of the contract. There is no penalty for early termination of the contract.

\_\_\_\_\_  
Al Moros

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sasha Snapp, Sussex Parks & Recreation Director

\_\_\_\_\_  
Date



## Sussex Parks & Recreation Dept. Recreation Program Refund Policy

### **Refund/Registration Cancellations**

Customers seeking refunds have two options. One is to receive a refund back in the original form of payment. The second option is to place the refunded amount on your Activenet registration account to be used for future recreation programming fees. Money placed on your Activenet registration account does not expire. Program registration cancellations requested prior to the registration deadline will receive a refund minus a \$10 administrative fee. If the refund is placed on the Activenet registration account, only a \$5 administrative fee will be assessed.

Program registration refund requests can be made up to one week past the program start date. Should the request be approved, a refund will be made minus a \$10 administrative fee. If a refund request is made for which the Recreation Department has incurred expenses on your behalf, a refund may not be granted. Expenses may be but are not limited to: uniforms, equipment, supplies, etc.

Online convenience fees are non-refundable.

Program registration refund requests that are submitted after the first week will only be considered with a physician's note stating the patient is unable to participate in the activity that is required. The refund will be pro-rated based on the date of the physician's note.

Once a program begins, registration remains open at the advertised registration fee as space allows and with instructor permission.

Refunds will not be made for individual absences (i.e. illnesses, vacations, etc.) and cannot be made up nor may you participate in a class other than the one you are registered for.

Trip cancellations must be made prior to the registration deadline date. Any trip cancellation received prior to that deadline date may receive a refund, minus a \$10 administrative fee. Cancellations requests received after that deadline will only receive a refund if a replacement is found. The \$10 administrative fee will still apply.

The Parks & Recreation Dept. will try to reschedule a make-up class if a program has been cancelled due to adverse weather conditions. There will be no refund if a class cannot be rescheduled or if a participant cannot make the rescheduled class.

A minimum number of participants are required to hold a program. Where enrollment is low, the Recreation Department reserves the right to cancel a program. Program cancellations due to low registration will be made at least two (2) days before the start of the program. Participants will be notified by the Recreation Department and will receive a 100% refund of the program fee.

### **Registration Modifications/Transfers**

Modifications to the original registration must be made in writing and are subject to a \$5 administrative fee per transaction. These may include but are not limited to transfer to another session or program, removal of Before or After care for Day Camp, etc. All assessed fees must accompany the written request.

An example of a modification or transfer would be if a child is registered for the first week of Day Camp and wants to transfer to Week 6 of Day Camp. This would also apply to any adjustments made to Before or After Care for Day Camp.

Drafted: 9 February 2016

Adopted:



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**MEMORANDUM**

To: Public Works Committee  
 From: Judith A. Neu, Village Engineer  
 Date: February 18, 2016

**Re: Main Street Reconstruction – Phase 1:  
 Construction Bids, Inspection Services and Geotechnical Services Recommendations**

The project consists of the reconstruction of Main Street from west of the Library to east of the Youth Hall, replacement of the bridge at Sussex Creek, relocation of Silver Spring through the Youth Hall Building, and construction of the parking lot, storm water management facilities, and landscaping at the Civic Campus. It also includes sanitary sewer, water main and storm sewer work in Main Street and on the Civic Campus, significant streetscape of Main Street, and new traffic signals at the Civic Campus and new Silver Spring Main Street intersection.

We expect construction to start in early/mid-March, weather permitting. The contractor will have until May 31, 2016 to complete the Civic Campus parking lot, until November 23, 2016 to complete the Main Street work, and until July 1, 2017 to complete any remaining Civic Campus work that cannot be completed due to building construction. The project staging has been carefully planned to minimize disruptions to businesses, residents, and the travelling public.

**Main Street Reconstruction – Phase 1 Bids:**

Bids for Main Street Reconstruction – Phase 1 were received and opened at 2:00 PM on Thursday, February 11, 2016. Three (3) bids were received and are listed below.

<b>Contractor</b>	<b>City, State</b>	<b>Base Bid</b>
Vinton Construction Co.	Manitowoc, WI	\$5,355,436.55
Zignego Company, Inc. *	Waukesha, WI	\$5,530,817.95
Musson Bros., Inc.	Brookfield, WI	\$5,926,864.50

\* Zignego had some missing tree prices on their Tree Worksheet. Inclusion would not have impacted bid order / low bidder.

Six Mandatory Alternate Bid Items were included in the bid. The Alternates were as follows:

<b>Alternate Description</b>	<b>Vinton Construction Co.</b>
MA1: Silver Spring Concrete Pavement in lieu of Asphalt Pavement (Note: this is net cost, calculated by using MA1 bid, subtracting asphalt and revising gravel types.	\$29,658.00
MA2: Youth Center Building and Appurtenances Demolition	\$51,700.00
MA3: Youth Center Building Asbestos Removal Allowance MA3: Crew Rate MA3: Disposal Rate	\$20,000.00 Crew: \$400/hour Disposal: \$90/ton
MA 4: Communications Conduit and Fiber Line from Stage 5 Project Limits to the Village Public Safety Building	\$71,600.00

MA5: Added Cost for Removals, Grading and Shaping Silver Spring (Liquor Store Stays).	\$4,000.00
MA6: Added Cost for Cast-In-Place Retaining Wall (Liquor Store Stays)	\$3,875.00

Staff has reviewed the bids and the qualifications of Vinton Construction Company, the low bidder. Based on previous work done for other municipalities, and a review of their Bidders Qualification Statement, we find that they are capable of performing the work described in the Contract Documents.

Pre-Bid estimate for the Base Bid was \$5,374,737.50, without contingency. Funds from the Water Utility, Sewer Utility, Stormwater Utility, and General Fund will be used to cover the cost of this project.

- Staff recommends that the Board award the base bid plus Mandatory Alternates MA2 and MA3 (Youth Hall Demolition and Asbestos Removal).
- Staff does not recommend that the Board award MA5 and MA6 as those will only be necessary if the Liquor Store building is not sold to the developer. If the sale falls through, these two items would be added to the project as a change order.
- The inclusion of MA1 and MA4 are Policy Decisions for the Board.

Policy Decisions:

1. Should the Village invest in the construction of Concrete Pavement in the new section of Silver Spring (MA1)? The remainder of Silver Spring (to Waukesha Avenue) is asphalt pavement, and the portion of Silver Spring from just north of the Creek to Hickory Drive will be pulverized and repaved in asphalt.
2. Should the Village invest in the construction of fiber optic connection from the Civic Campus to the Public Safety Building (MA4)?

**Inspection Services**

Inspection Service Proposals for the Main Street Reconstruction – Phase 1 were received and opened on January 5, 2016. Three (3) proposals were received and are summarized below. A committee of Village Staff consisting of Jeremy Smith, Melissa Weiss, Secret Strobl, Dennis Wolf and Judy Neu reviewed and ranked the proposals. The team also interviewed the lead inspector as part of the process. As a result, Village Staff recommends that the Village enter into contract with **R.A. Smith National, Inc.** to handle the Inspection and Surveying for this project.

<i>Consultant</i>	<i>Rating Points Average</i> (up to 75 points)	<i>Cost Points</i> (up to 25)	<i>Total Points</i>	<i>Final Ranking</i> (1-3)	<i>Estimated Cost</i>
RA Smith-National	51	25	76	1	\$442,406
Ruekert - Mielke	50	20	70	2	\$463,197
Strand Associates	33	15	48	3	\$522,445

This is a Time and Materials project. Staff will monitor the costs as the project progresses, but the number of inspection hours needed are difficult to predict as they are very dependent on Contractor work hours and situations encountered in the field.

Typically, an Inspection Services contract such as this would also include a significant number of hours for project management. However, with the addition of Secret Strobl, Assistant Village Engineer, to our staff, we are able to realize a savings of over \$67,000 on this contract by handling the Project Management in house.

### **Geotechnical Services**

Geotechnical Service Proposals for the Main Street Reconstruction – Phase 1 project were received and opened on January 5, 2016. Three (3) proposals were received and are summarized below. Staff recommends that the Village enter into contract with **Giles Engineering Associates, Inc.** to complete the Geotechnical services for this project.

<i>Consultant</i>	<b>Estimated Cost</b>
Giles Engineering Associates, Inc.	\$39,305.00
CGC, Inc.	\$45,742.00
Professional Service Industries, Inc. (PSI)	\$47,400.00

This is a Time and Materials project. Staff will monitor the costs as the project progresses, but the number of inspection hours needed are difficult to predict as they are very dependent on Contractor work hours and situations encountered in the field.

### **Recommendations:**

Staff recommends that all 3 contracts be awarded as follows:

Vinton Construction per the bid, including Mandatory Alternate 2 and Mandatory Alternate 3.

RA Smith National per their proposal for Inspection and Surveying Services.

Giles Engineering Associates, Inc. per their proposal for Geotechnical Services.

The total cost of these three contracts is \$5,908,847.55. We recommend that a contingency of \$516,152.45 (+/- 8.7% of total cost), be established for a total allocation of \$6,425,000.00 for these contracts. The Village Board previously approved Utility Relocation Costs.

The costs are within our anticipated Capital Improvement Plan / Budget.

If the Board decides to construct concrete pavement in the new portion of Silver Spring Drive, rather than asphalt pavement, we recommend that the Board also award Mandatory Alternate 1, and add \$30,000.00 to the allocation for a total allocation of \$6,455,000.00

If the Board decides to add the Fiber Communications Line and Conduit to the Public Safety Building to the project, we recommend that the Board also award Mandatory Alternate 4 and add \$71,600 to the allocation for a total allocation not to exceed \$6,496,600.00.

If the Board decides to award both MA 1: concrete pavement, and MA 4: communications line, the total allocation should be increased by \$101,600 for a total allocation of 6,526,600.00.

End.

**CONTRACT BETWEEN  
THE VILLAGE OF  
SUSSEX AND  
R.A. SMITH NATIONAL, INC.  
FOR  
PROFESSIONAL ENGINEERING  
SERVICES**

This Agreement, entered into this 23<sup>rd</sup> day of February, 2016 by and between the Village of Sussex (VILLAGE) and R.A. Smith National, Inc. (CONSULTANT);

**WITNESS THAT:**

WHEREAS, the VILLAGE proposes its Main Street Reconstruction – Phase 1 (PROJECT) and seeks certain professional services, which services are described in Section III, to oversee the PROJECT described as follows:

*Survey/Construction Staking and Inspection Services for work associated with project, including: complete street reconstruction and intersection realignment, curb and gutter, driveway approaches and sidewalks, utility repairs and replacements, bridge, retaining walls and sitting walls, traffic signals and street lighting, site grading and storm water pond, driveway and parking lot, plantings and restoration construction – as depicted in the Main Street Reconstruction – Phase 1 project plans and specifications. The work is limited to the services referenced in the proposal, see Attachment A (Attachment A is the Request for Proposals (RFP), and Consultant Proposal, made part of this CONTRACT by reference).*

WHEREAS, the VILLAGE wishes to engage the Services of a professional engineering consultant to provide certain engineering Services as hereinafter set forth; and

WHEREAS, the CONSULTANT represents itself as being capable, experienced, and qualified to undertake and perform those certain Services, hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of the contract as an independent entrepreneur and not as an employee of the VILLAGE, and agrees to furnish such Services as hereinafter described.

NOW, THEREFORE, the VILLAGE AND CONSULTANT, in consideration of the premises and the mutual promises and understandings hereinafter contained, agree as follows:

**SECTION I - RETENTION OF SERVICES**

VILLAGE hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to personally perform, as an independent consultant and not as an employee of the VILLAGE, the Services hereinafter set forth, all in accordance with the terms and conditions of this CONTRACT. The CONSULTANT agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.

The VILLAGE ENGINEER shall administer this CONTRACT specifically as related to work performed by the CONSULTANT. The VILLAGE ENGINEER will transmit all instructions, comments, and approvals to the CONSULTANT, and be the recipient of all submittals by the CONSULTANT. The word "CONSULTANT" means a person, or entity, including all employees, sub-consultants and other assigns, whether public or private, that enters into contract with the VILLAGE.

VILLAGE Representative is Judith A. Neu, P.E., Village Engineer / Assistant Public Works Director  
Address: Village of Sussex, N64 W23760 Main Street, Sussex, WI 53089  
Phone & E-mail: 262-246-5229, [jneu@villagesussex.org](mailto:jneu@villagesussex.org)

CONSULTANT Representative is Patrick Zimmer, Director of Construction Services.  
Address: 16745 West Bluemound Road, Suite 200, Brookfield, WI 53005-5938  
Phone & E-mail: 262-317-3324, [pat.zimmer@rasmithnational.com](mailto:pat.zimmer@rasmithnational.com)

## **SECTION II - REQUIREMENTS**

The CONSULTANT is required to:

- A. Perform, do and carry out in a satisfactory, timely, and proper manner, the Services delineated in this CONTRACT.
- B. Comply with requirements listed with respect to reporting on progress of the Services, additional approvals required, and other matters relating to the performance of the Services.
- C. Comply with time schedules and payment terms.

## **SECTION III - SCOPE OF SERVICES**

### A. GENERAL

- (1) The work under this CONTRACT shall consist of performing those phases or portions of the engineering for the PROJECT necessary or incidental to accomplish the PROJECT responsibilities, which are hereinafter specified.
- (2) The CONSULTANT shall furnish all Services and labor necessary to conduct and complete the work, and shall furnish all materials, equipment, supplies, and incidentals other than those which are hereinafter designated to be furnished by others.
- (3) The work under this CONTRACT shall at all times be subject to the approval of the VILLAGE ENGINEER.
- (4) The Services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession.

- (5) The CONSULTANT shall from time to time during the progress of the work confer with the VILLAGE ENGINEER, and shall prepare and present such information as may be pertinent and necessary or as may be requested by the VILLAGE ENGINEER to enable them to pass judgment on the features of the work. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the construction activities as may be required by the VILLAGE ENGINEER.
- (6) The CONSULTANT shall do, perform, and carry out all of the tasks and obligations outlined in this CONTRACT SCOPE OF SERVICES. The CONSULTANT shall complete all the work under this CONTRACT without substantial change to the Project Team or the Project Approach.

B. WORK TASKS

It is understood by the parties to the CONTRACT that the CONSULTANT's Scope of Services covered under this CONTRACT shall include those engineering and related Services enumerated in the VILLAGE's Request for Proposal dated December 11, 2015 and the CONSULTANT's Proposal dated January 5, 2016 (Attachment A, made part of this CONTRACT by reference), and as enumerated hereafter:

- (1) CONSULTANT shall provide Survey/Construction Staking and Inspection Services.
- (2) CONSULTANT will prepare daily construction reports for the Main Street Reconstruction – Phase 1 project as described in the RFP. The CONSULTANT will send daily construction reports to the VILLAGE every day.

**SECTION IV - SPECIFIC CONDITIONS OF PAYMENT**

- A. The CONSULTANT shall be compensated for services on a time and materials basis in accordance with the Professional Fees / Hourly Rates listed in the CONSULTANT's Proposal. The total Cost of Services is estimated to be \$442,406.00 based on the following estimated hours:

Lead Inspector: 2524 Hours (includes 3 – 8 hour night shifts) @ \$90/hour  
Construction Technician: 2100 Hours @\$80/hour  
Construction Manager: 48 Hours @ \$127/hour  
Survey Crew: 215 Hours @ \$180/hour  
Reimbursables: \$2,450

In the event that the estimated cost of \$442,406.00 is to be exceeded, before exceeding that cost, the CONSULTANT shall provide a written request to the VILLAGE for compensation for additional services; and no such additional services shall be performed unless the Village approves exceeding such amount. The time and materials charges made by the CONSULTANT under this contract shall be limited to the following:

Reimbursable expenses will be charged to the PROJECT as direct expense as part of this estimated cost.

- B. PROGRESS PAYMENTS. The CONSULTANT shall submit invoices to the VILLAGE ENGINEER for partial payment of fees, from time to time during the progress of the work,

but not more frequently than on a monthly basis. Such invoices shall cover payment to the CONSULTANT for work performed by the CONSULTANT on each individual work activity. Invoices shall show hours worked by each staff professional. The VILLAGE ENGINEER will examine such invoices, and if found to be acceptable according to the CONTRACT, payment shall be made. The VILLAGE shall pay the CONSULTANT's approved invoices within 45 days after invoice receipt. Where VILLAGE reasonably disputes some portion of the charges contained in the CONSULTANT's bill for Services, the VILLAGE shall make prompt payment of that portion of the bill, which is undisputed and shall notify the CONSULTANT in writing of the reason for its dispute.

#### **SECTION V - TIME OF PERFORMANCE**

- A. The Services to be performed under the terms and conditions of the CONTACT shall be in force and shall commence upon execution of the CONTRACT by the CONSULTANT and upon written notice from the VILLAGE ENGINEER to proceed. The work under this CONTRACT shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this CONTRACT.
- B. It is the intent of the VILLAGE and the CONSULTANT that all of the Services required to be performed hereunder by the CONSULTANT shall be finished after the construction phase of the PROJECT is complete and final payment is made. The construction phase is likely to begin on or about March 1, 2016 and to be completed on or about July 1, 2017 in accordance with the schedule in the Stages and Milestones section of the Main Street Construction Documents.

#### **SECTION VI - CONDITIONS OF PERFORMANCE AND COMPENSATION**

- A. PERFORMANCE.  
The CONSULTANT agrees that the performance of CONSULTANT's work, Services and the results therefrom, pursuant to the terms, conditions and agreements of this CONTRACT, shall conform to such recognized professional standards as are prevalent in this field of endeavor and like Services.
- B. PLACE OF PERFORMANCE.  
The CONSULTANT shall conduct CONSULTANT's Services as required under the terms and conditions of this CONTRACT on the project site and in a designated area within Village Hall. The Village will allow WiFi or other internet access for the completion and submittal of CONSULTANT's daily reports, e-mails, and recommendations as is necessary which will enable the CONSULTANT to fulfill CONSULTANT's obligation under this CONTRACT.
- C. ADDITIONAL FRINGE OR EMPLOYEE BENEFITS.  
The CONSULTANT shall not receive nor be eligible for any fringe benefits or any other benefits to which VILLAGE salaried employees are entitled to or are receiving.
- D. TAXES, SOCIAL SECURITY, INSURANCE & GOVERNMENT REPORTING.  
Personal income tax payments, social security, insurance and all other governmental reporting and contributions required as a consequence of the CONSULTANT receiving payment under this CONTRACT shall be the sole responsibility of the CONSULTANT.

The CONSULTANT shall be solely responsible to meet CONSULTANT insurance needs as specified below during the terms of this CONTRACT or any extension thereof.

General Liability:

General Aggregate	\$1,000,000
Products Comp/Ops Aggregate	\$1,000,000
Personal/Advertising Injury	\$500,000
Each occurrence	\$500,000
Fire Damage (Any One Fire)	\$50,000
Medical Expense (Any One Person)	\$5,000

Automobile Liability:

CSL	\$50,000
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Excess Liability:

Umbrella Form - Each Occurrence	\$2,000,000
Umbrella Form - Aggregate	\$2,000,000

Workers' Compensation and Employers' Liability

Each Accident	\$ 500,000
Disease Policy Limit	\$1,000,000
Disease Each Employee	\$ 500,000

Professional liability:

Aggregate/Occurrence	\$1,000,000
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A Certificate of Insurance shall be provided to the VILLAGE ENGINEER in a form approved by the Village Attorney, as evidence thereof naming the VILLAGE as an additional insured and showing the CONSULTANT is covered by the above required types and amount of insurance, providing for a thirty (30) day notice to the VILLAGE prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected.

E. SUBCONTRACTING.

The CONSULTANT shall not subcontract for the performance of any of the Services herein set forth without prior written approval obtained from the VILLAGE ENGINEER.

**SECTION VII - METHOD OF PAYMENT**

The VILLAGE agrees that subsequent to the full and complete performance of this CONTRACT, and satisfactory performance of the Services as specified in Section II and Section III, to pay the amount or amounts as herein set forth.

## **SECTION VIII - INDEMNIFICATION**

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the VILLAGE harmless from any damage, liability or cost (including attorney's fees and costs of defense) to the extent caused by the CONSULTANT's self-directed acts, errors or omissions in the performance of professional services under this CONTRACT and those of its sub-consultants or for whom the CONSULTANT is legally liable. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.

## **SECTION IX - REGULATIONS**

The CONSULTANT agrees to comply with requirements of federal, state and local laws as well as codes, specifications and requirements related to the performance of the work under this CONTRACT.

## **SECTION X - FINAL SETTLEMENT**

The CONSULTANT shall notify the VILLAGE in writing when the CONSULTANT has determined that the Services under this CONTRACT have been completed. Upon the VILLAGE's subsequent determination that the Services have been satisfactorily completed, the VILLAGE will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed Services. Unless the CONTRACT has been terminated prior to the completion of the Services, the CONTRACT shall not be considered terminated upon completion and acceptance of the Services, or upon final payment therefore, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections in the Services as are necessary to correct errors or omissions made by the CONSULTANT in the Services, or for the purposes of having the CONSULTANT make revisions in the Services at the request of the VILLAGE as "Extra Services." The CONTRACT shall be considered terminated when the construction of the PROJECT has progressed sufficiently to make it manifest that the construction can be completed without further revisions in the Services, or as defined in Section V of this CONTRACT, or the CONSULTANT is released prior to such time by written notice from the VILLAGE, or if more than one (1) year has elapsed following formal written notification of final acceptance of the Services by the VILLAGE.

## **SECTION XI - TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner their obligations under this CONTRACT, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of the CONTRACT, the VILLAGE shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the CONSULTANT, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the Services prepared by the CONSULTANT under this CONTRACT shall, at the option of VILLAGE, become the property of the VILLAGE. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the VILLAGE for damages sustained by the VILLAGE, and VILLAGE may withhold any payments to the CONSULTANT for the purpose of set off until such time as the exact amount of damages due to the VILLAGE from the CONSULTANT is determined. If through no fault of the CONSULTANT, the

VILLAGE shall fail to fulfill in a timely and proper manner, its obligations under this CONTRACT, or if the VILLAGE shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CONSULTANT shall thereupon have the right to terminate this CONTRACT by giving written notice to the VILLAGE of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

## **SECTION XII - TERMINATION FOR CONVENIENCE OF THE VILLAGE**

The VILLAGE may terminate this CONTRACT at any time for any reason by giving at least ten (10) days' notice in writing from the VILLAGE to the CONSULTANT. If the CONTRACT is terminated by the VILLAGE as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the Services actually and satisfactorily performed bear to the total Services of the CONSULTANT covered by this CONTRACT, less payments for such Services as were previously made plus all reimbursed expenses payable under this CONTRACT. If this CONTRACT is terminated due to the fault of the CONSULTANT, Section X thereof, relative to termination, shall apply.

## **SECTION XIII - CHANGES**

The VILLAGE may, from time to time, request changes in the Scope of Services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation which are mutually agreed upon by and between the VILLAGE and the CONSULTANT, shall be incorporated in written amendments to the CONTRACT. Further, if in the CONSULTANT's opinion, said changes involve work not included in the terms or Scope of Services of this CONTRACT, the CONSULTANT must notify the VILLAGE in writing if it is believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee requested. The VILLAGE shall review the CONSULTANT's submittal and, if acceptable, will approve a change order as an amendment to this CONTRACT. Work under a change order shall not proceed until so authorized by the VILLAGE. Such change orders shall include appropriate time extensions when warranted.

## **SECTION XIV - PERSONNEL**

- A. The CONSULTANT represents that they have or will secure at their own expense all personnel required in performing the Services under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.
- B. All of the Services required hereunder will be performed by the CONSULTANT or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or Services covered by this CONTRACT shall be subcontracted without the prior written approval of the VILLAGE. All additional work or Service that is subcontracted shall be specified by written CONTRACT or agreement and shall be subject to each provision of this CONTRACT. The CONSULTANT shall be as fully responsible to the

VILLAGE for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

#### **SECTION XV - ASSIGNABILITY**

The CONSULTANT shall not assign any interest in this CONTRACT and shall not transfer any interest in same (whether by assignment, notation or any other manner), without the prior written consent of the VILLAGE. Provided, however, that claims for money due or to become due the CONSULTANT from the VILLAGE under the CONTRACT may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the VILLAGE.

#### **SECTION XVI - RECORDS**

A. ESTABLISHMENT AND MAINTENANCE OF RECORDS.

Records shall be maintained in accordance with requirements prescribed by the VILLAGE with respect to all matters covered by this CONTRACT. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this CONTRACT.

B. DOCUMENTATION OF COSTS.

Record of all costs shall be maintained by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this CONTRACT and shall be clearly identified and readily accessible for a period of three (3) years after receipt of the final payment under this CONTRACT.

#### **SECTION XVII - REPORT AND INFORMATION**

At such times and in such forms as VILLAGE may require, there shall be furnished to VILLAGE, at the VILLAGE's expense, copies of such statements, records, reports, data and information as the VILLAGE may request pertaining to matters covered by this CONTRACT as outlined in Section XVI.

#### **SECTION XVIII - AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as the VILLAGE, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may deem necessary, there shall be made available to the VILLAGE or such agency for examination, all of the CONSULTANT's records with respect to all matters covered by this CONTRACT and will permit the VILLAGE or such agency and/or representative of the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, condition of employment and other data relating to all matters covered by this CONTRACT.

## **SECTION XIX - CONFLICT OF INTEREST**

- A. Interest in CONTRACT. No officer, employee or agent of the VILLAGE who exercises any functions or responsibilities in connection with the carrying out of any Services or requirements to which this CONTRACT pertains, shall have any personal interest, direct or indirect, in this CONTRACT.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this CONTRACT shall have any personal interest, direct or indirect, in this CONTRACT.
- C. Interest of CONSULTANT and Employees. The CONSULTANT covenants that no person described in Sections XIX A. and B. above who presently exercises any functions or responsibilities in connection with the CONTRACT has any personal financial interest, direct or indirect, in this CONTRACT. The CONSULTANT further covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of their Services hereunder. The CONSULTANT further covenants that in the performance of this CONTRACT no person having any conflicting interest shall be employed for a period of one year after the conclusion of this CONTRACT.

## **SECTION XX - DISCRIMINATION PROHIBITED**

- A. In all hiring or employment made possible by or resulting from this CONTRACT there will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin, and affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, gender or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard of race, color, religion, sex orientation, sex or national origin.
- B. No person in the United States shall, on the grounds of race, color, religion, sexual orientation, gender or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this CONTRACT. The VILLAGE and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.



## Exhibit B

Public Records Notice. VILLAGE and CONSULTANT recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, VILLAGE and CONSULTANT agree as follows. When VILLAGE receives public records requests for matters that VILLAGE believes might be proprietary or confidential information, VILLAGE will notify CONSULTANT of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), CONSULTANT shall either provide VILLAGE with the record that is requested, for release to the requestor; or CONSULTANT shall advise VILLAGE that CONSULTANT objects to the release of the requested information, and the basis for objection. If for any reasons VILLAGE concludes that VILLAGE is obligated to provide a record to a requestor that is in CONSULTANT's possession, CONSULTANT shall provide such records to VILLAGE immediately upon VILLAGE's request. CONSULTANT shall not charge for work performed under this paragraph, except for the "actual, necessary, and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, CONSULTANT shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees, and independent CONSULTANTs growing out of (i) VILLAGE's denial of a records request, based upon objections made by CONSULTANT, or (ii) CONSULTANT's failure to provide records to VILLAGE upon VILLAGE's request, or (iii) VILLAGE's charges made to a records requestor, based upon reimbursement of costs CONSULTANT charged to VILLAGE in responding to a records request; or (iv) VILLAGE's lack of timely response to a records request, following CONSULTANT's failure to timely respond to VILLAGE as required herein; or (v) VILLAGE's provision of records to a requestor that were provided to VILLAGE by CONSULTANT in response to a records request. CONSULTANT's claim of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that VILLAGE may provide all requested documents, programs, data, and other records to the requestor, upon failure by CONSULTANT to defend, indemnify or hold harmless the VILLAGE as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

# Professional Fees

Title	Hourly Rate	Hours Est.	Staff
Construction Manager	\$127	28	Paul Schafer, P.E.
Lead Construction Inspector	\$90	1640	Mike Mentzel
Construction Technician	\$80	330	Gerry Abshire
Survey 2-Man Crew with Robotic Total Station	\$180	215	Scott Somers - Lead
Reimbursables	\$2,450		

Estimated Total Inspection Cost:      \$ 218,700  
*Including Reimbursable*



# GILES

## ENGINEERING ASSOCIATES, INC.

GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION MATERIALS CONSULTANTS

- Atlanta, GA
- Baltimore, MD
- Dallas, TX
- Los Angeles, CA
- Manassas, VA
- Milwaukee, WI

January 5, 2016

Village of Sussex  
N64W23760 Main Street  
Sussex, WI 53089

Attention: Ms. Judith Neu

Subject: Proposal For  
Construction Materials Engineering Services  
Sussex Main Street Reconstruction – Phase 1  
Sussex, Wisconsin  
Proposal No. 1MP-1512047

Dear Ms. Neu:

In accordance with your request for proposal (RFP) dated December 11, 2015 we are pleased to submit herein our proposal for construction observation and materials testing services for the above referenced project. In general, the purpose of the services provided by this proposal will be to assess whether the construction observed and materials tested are in compliance with the project specifications.

We were the first geotechnical/materials testing firm in Wisconsin to meet **ASTM C-1077 (concrete), D-3740 (soil), and E-329 (testing laboratory)** standard practices. We have been inspected by the Cement and Concrete Reference Laboratory (CCRL) and the AASTHO Materials Reference Laboratory (AMRL), and accredited by AASHTO for concrete testing, concrete aggregate, and soil testing. We also participate in the AMRL and CCRL sample proficiency testing programs for soil, aggregate, and concrete.

We have one of the largest Construction Materials Testing (CMT) divisions in Southeast Wisconsin, with 25 employees during the construction season. We also have a staff of 90 people, including 6 Professional Engineers, in our Waukesha office to provide support to our CMT division.

We have 10 ACI and/or WisDOT Certified Concrete Technicians on staff. This gives us the flexibility to cover last minute concrete placement observations in accordance with the project specifications, and to properly sample and test concrete delivered to the site.

### PROJECT DESCRIPTION

We understand that the above referenced project is located the intersection of Main Street and Silver Spring Drive and will consist of intersection realignment, curb and gutter, driveway and sidewalk construction, storm and sanitary sewer repairs and replacement, conspan bridge construction, and water pond construction. We understand that construction observation and materials testing services have been requested on an intermittent (spot-check) basis.

Construction Materials Engineering Services  
Sussex Main Street Reconstruction – Phase 1  
Sussex, Wisconsin  
Proposal No. 1MP-1512047  
Page 2 of 4

## **SCOPE OF SERVICES**

The purpose of the construction observation and materials testing services provided by this proposal will be to document whether the materials tested and construction procedures observed are in general accordance with the project specifications. We understand that the construction (observation and materials testing) services for this project are to be provided on an intermittent (spot-check) basis as scheduled by our client. Therefore, it is the responsibility of the client or their representative to notify us in a timely manner when testing is required.

Construction observation and materials testing services to be provided will include, but are not limited to, the following items:

- ◆ Field Density Testing of Fill, Backfill, and Base Course
- ◆ Field Concrete Testing
- ◆ Field Asphalt Testing Testing
- ◆ Laboratory Compressive Strength Testing
- ◆ Laboratory Grain Size Analysis Testing
- ◆ Laboratory Soil (Proctor) Testing
- ◆ Transportation
- ◆ Reports, reviewed by P.E.

## **METHOD OF PERFORMANCE**

We propose to provide experienced personnel (technicians, geologists and/or engineers) whose principle duties will be to observe and test construction procedures and materials, respectively, to determine if they are in accordance with the project specifications within the limits of our authorized and accepted scope of services. These individuals are trained and experienced in field observation and testing, and have proven capabilities on previous projects. Project set-up and staffing will be the responsibility of the division manager. The division manager, a graduate engineer and registered professional engineer, will also observe the project's progress, review all test results and field reports, and provide consultation services, as required, during the project for the quality assurance of our services. In addition, our geotechnical and environmental staff and resources will be available for assistance and consultation during the construction of your project. During the routine performance of our duties, we will inform the designated party or parties (i.e., contractors and/or owner's representatives) of work that does not meet specifications and provide assistance to find a solution to the problem.

The purpose of our field representative at the site will be for providing observation and testing of the contractor's services and construction materials as outlined in the scope of services. It does not include any superintending, supervising, control or direction of services or workmanship. The contractors for this project should be so advised that neither the presence of our field representative nor the observation and testing by our firm shall excuse them in any way for defects in their services or workmanship. In addition, we understand that our firm will not be responsible for safety on this project.



Construction Materials Engineering Services  
Sussex Main Street Reconstruction – Phase 1  
Sussex, Wisconsin  
Proposal No. 1MP-1512047  
Page 3 of 4

The purpose of our involvement on the project site is to provide guidance testing and observation to the contractors to assist them in meeting their requirements; however, our presence on the site does not make us responsible for those requirements or for the project specifications. Locations and elevations used by us will be based upon controls provided by others.

The term observation implies only that our personnel will observe the progress of the services within the agreed scope of services and perform tests to develop an opinion whether the services comply with the project specifications. Unless otherwise noted, the accuracy of locations and elevations we document will be based on “pacing” and “hand-level” methods.

We will not be responsible for the locations and elevations of project involvements (e.g. building corners, final elevations, foundation excavation limits, fill placement, etc.). They will be the responsibility of the contractor or owner.

#### **DEGREE OF CERTAINTY OF COMPLIANCE**

With any manufactured product, there are statistical variations in its uniformity and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the project requirements. Therefore, our proposal to observe and test the work for compliance means only that we will perform our services in such a manner as to have reasonable certainty that the construction observed complies with the project requirements.

The degree of certainty is much greater with full-time observation and testing than it is with intermittent observation and testing.

Where full-time observation is not provided, the client/owner is herewith advised that there is an increased risk that the work and/or workmanship performed by the contractor may not meet the project specifications and thereby may not perform within the desired/required expectations.

#### **REPORTS**

Written daily field reports summarizing observations, field-testing and conclusions with respect to the project specifications (along with materials testing performance suitability) will be provided throughout the project.

#### **PROPOSED FEES**

We propose to provide experienced personnel to perform the necessary construction observation and materials testing services in accordance with the project specifications and as directed by our client. Services will be performed on an intermittent basis from our Waukesha office/laboratory. Services will be provided on a unit price basis in accordance with the attached Schedule of Standard Fees and General Notes. Copies of the Schedule of Standard Fees, General Comments and General Conditions are enclosed herewith and incorporated by attachment into this proposed agreement. Our fee for the performance of the construction observation and testing services outlined in this proposal will be on the order of **\$200.00 to \$250.00 for ½ day of field services and**



Construction Materials Engineering Services  
Sussex Main Street Reconstruction – Phase 1  
Sussex, Wisconsin  
Proposal No. 1MP-1512047  
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**\$340.00 to \$460.00 for full day of field services depending on the services provided as indicated on the Breakdown of Proposed Fees enclosed.** Our proposed field and laboratory testing program indicated on the Breakdown of Proposed Fees is based upon preliminary construction schedule information supplied by Village of Sussex Engineer. The final fee will be dependent on the actual number of tests performed, observation time and engineering evaluation/consultation time.

**CLOSURE**

We will proceed with the work upon receipt of written authorization. Please acknowledge receipt and acceptance of this agreement by signing and returning one copy for our files. Thank you for the opportunity to offer our services on this project. We look forward to working with you during the construction phase of your project. Should you have any questions concerning this proposal or other matters, please feel free to call on us at any time.

Respectfully submitted,

GILES ENGINEERING ASSOCIATES, INC.

Angela A. Jacobi  
Assistant CMT Division Manager

Steven P. Homar, P.E.  
Materials Testing Division Manager

Steven J. Breidenbach  
Business Development

**ACCEPTED: VILLAGE OF SUSSEX**

**BY:** \_\_\_\_\_  
(Signature) (Printed Name)

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Enclosures: Breakdown of Proposed Fees; 1MP-1512047  
Schedule of Standard Fees; Schedule A  
General Conditions; 1MP-1512047

Distribution: Village of Sussex  
Attn: Ms. Judith Neu (1 via email: [jneu@villagesussex.org](mailto:jneu@villagesussex.org))

**BREAKDOWN OF PROPOSED FEES**

Construction Materials Engineering Services  
 Sussex Main Street Reconstruction – Phase 1  
 Sussex, Wisconsin



**GILES**  
 ENGINEERING ASSOCIATES, INC.

Proposal No. 1MP-1512047

SERVICES DESCRIBED	UNIT RATE
<b>FIELD CONSULTING SERVICES</b>	
<b>Project Soils Technician for 1/2 Day</b> – Trip Unit Rate based on: Senior Field Technician, 4 hours/trip Vehicle Charge, 1 trip Report, 1 report/trip	\$250.00/Trip
<b>Project Soils Technician for Full Day</b> – Trip Unit Rate based on: Senior Field Technician, 8 hours/trip Vehicle Charge, 1 trip Report, 1 report/trip	\$460.00/Trip
<b>Project Concrete &amp; Asphalt Technician for 1/2 Day</b> – Trip Unit Rate based on: Field Technician, 4 hours/trip Vehicle Charge, 1 trip Report, 1 report/trip	\$200.00/Trip
<b>Project Concrete &amp; Asphalt Technician for Full Day</b> – Trip Unit Rate based on: Field Technician, 8 hours/trip Vehicle Charge, 1 trip Report, 1 report/trip	\$340.00/Trip
<b>LABORATORY TESTING SERVICES (ASTM C-1077, D-3740 &amp; E-329 Accredited Laboratory)</b>	
<b>Grain Size Determination (Gradation)</b> A mechanical analysis will be performed including test for material passing No. 200 sieve.	\$60.00/Each
<b>Modified Proctor Test</b> ASTM D-1557	\$140.00/Each
<b>Concrete Compressive Strength Testing (Cast By Giles)</b> ASTM C-39	\$12.00/Each

Technician time is charged portal-to-portal; trips in excess of 4 hours will be charged at Full Day rate. Overtime rate of 150% for Field Technician is applicable as described in the attached Schedule of Standard Fees under Section VI (General Comments). There is no overtime charge for the vehicle or report.

**SCHEDULE OF STANDARD FEES - Schedule A**  
**FOR CONSTRUCTION MATERIALS ENGINEERING,**  
**MONITORING AND TESTING SERVICES**  
 EFFECTIVE July 1, 2011  
 Page 1 of 4

**I. CONSULTING ENGINEERING SERVICES**

Contract administration, report review and preparation, field and laboratory engineering and consultation.

Principal of Firm.....	\$120.00/HR
Technical Consultant.....	\$110.00/HR
Senior Professional.....	\$110.00/HR
Branch Manager.....	\$110.00/HR
Department Manager.....	\$100.00/HR
Project Professional II.....	\$90.00/HR
Project Professional I.....	\$75.00/HR
Staff Engineer.....	\$65.00/HR
Laboratory Supervisor.....	\$65.00/HR

**II. FIELD MONITORING AND TESTING SERVICES**

Construction monitoring and testing as requested by owner, engineer, or contractor, fee based on level of monitoring service required, and personnel availability, portal to portal.

Field Engineer.....	\$60.00/HR
Senior Field Technician.....	\$48.00/HR
WisDOT Technician.....	\$40.00/HR
Associate Field Technician.....	\$38.00/HR
ACI Technician.....	\$35.00/HR
Field Technician.....	\$33.00/HR

**III. FIELD SUPPORT EQUIPMENT**

Concrete/Asphalt Coring (3 hr minimum).....	\$100.00/HR
Concrete/Masonry Imaging (\$450.00 minimum).....	\$180.00/HR
Survey Equipment.....	\$80.00/DAY
Photoionization Meter Calibrated to Benzene.....	\$125.00/DAY
Concrete Cylinder Molds.....	\$1.25/EA
CIPPOC Mold.....	\$35.00/EA
Concrete Cure Box Rental – Monthly.....	\$50.00/MO
Concrete Cure Box Rental – Weekly.....	\$15.00/WK
Concrete Cure Box Rental – Overnight.....	\$5.00/NIGHT
Concrete Cure Box – Replacement Value.....	\$250.00/EA
F-Meter.....	\$50.00/DAY
Rebar Locator.....	\$50.00/DAY

**IV. SOIL LABORATORY TESTING SERVICES**

A) Soil Preparation	
1. Extrude/Prepare Tube Soil Sample.....	\$25.00/EA
2. Preparation of Remolded Soil Specimen.....	\$60.00/EA
3. Preparation of Rock Core Samples.....	\$20.00/EA
B) Identification and Physical Properties	
1. Visual Classification by Geotechnical Professional.....	\$5.00/EA
2. Moisture Content of Soil (ASTM D 2216).....	\$10.00/EA
3. Unit Weight of Undisturbed Soil Sample.....	\$15.00/EA
4. Unit Weight of Undisturbed Soil Sample, Paraffin Coated.....	\$40.00/EA
5. Organic Content by Combustion (Loss-on-Ignition) (ASTM D 2974).....	\$65.00/EA



6.	pH Determination by Meter or Litmus Paper .....	\$20.00/EA
7.	Atterberg Limits (ASTM D 4318) .....	\$80.00/EA
8.	Liquid Limit (ASTM D 4318).....	\$40.00/EA
9.	Plastic Limit(ASTM D 4318).....	\$40.00/EA
10.	Shrinkage Limit .....	Upon Request
11.	Soil Specific Gravity (ASTM D 854) .....	\$125.00/EA
12.	Sieve Analysis (ASTM C 136).....	\$55.00/EA
13.	Sieve Analysis with Material Passing No. 200 Sieve (ASTM C 136/117).....	\$65.00/EA
14.	Hydrometer Analysis .....	\$75.00/EA
15.	Sieve and Hydrometer Analysis (ASTM D 422).....	\$110.00/EA
16.	Material Passing #200 Sieve, No Curve (ASTM D 1140) .....	\$45.00/EA
17.	Permeability -Constant Head (Granular Soil) (ASTM D 2434) .....	\$175.00/EA
18.	Permeability-Flexible Wall Permeameter (ASTM D 5084).....	\$235.00/EA
19.	Permeability-Reactive, Corrosive or Hazardous Fluid-Additional .....	\$150.00/EA
20.	Standard Proctor (ASTM D 698).....	\$140.00/EA
21.	Modified Proctor (ASTM D 1557).....	\$140.00/EA
22.	Maximum-Minimum Relative Density (ASTM D 2049) .....	\$195.00/EA
23.	CBR or R-Value (Without Proctor or Other Associated Tests) (ASTM D 1883).....	\$200.00/EA
24.	Engineering Soil Classification (ASTM D 2487) .....	\$90.00/EA
C)	Strength and Compressibility	
1.	Unconfined Compression Without Controlled Strain-SPT Soil Sample .....	\$5.00/EA
2.	Unconfined Compression Calibrated Penetrometer Resistance .....	\$5.00/EA
3.	Unconfined Compression Controlled Strain with Curve (ASTM D 2166) .....	\$65.00/EA
4.	Unconfined Compression Controlled Strain, No Curve .....	\$40.00/EA
5.	Unconfined Compression Without Controlled Strain-Rock .....	\$50.00/EA
6.	Soil Vane-Shear, Torvane (Avg. of 3).....	\$5.00/EA
7.	Triaxial, Unconsolidated-Undrained (ASTM D 2850).....	\$600.00/EA
8.	Triaxial, Consolidated-Undrained (ASTM D 4767) .....	\$750.00/EA
9.	Triaxial, Consolidated-Drained.....	\$800.00/EA
10.	Direct Shear (Including 3 Points)-Soil (ASTM D 3080).....	\$250.00/EA
11.	Consolidation-Conventional 16 tsf max, 8 Incr. & 4 Rebound, Stress/Strain Plot .....	\$340.00/EA
12.	Consolidation, Additional Load Increments and Rebound Points.....	\$35.00/EA
13.	Consolidation, Additional Calculations by Request .....	\$90.00/HR
14.	Consolidation, Single Point.....	\$55.00/EA
15.	Consolidation, Collapse (Metastable Soil) (ASTM D 5333).....	\$260.00/EA
16.	Swelling Percent and Pressure of Expansive Soils .....	\$260.00/EA
17.	EI (Expansion Index) Test of Expansive Soils (ASTM D 4829).....	\$160.00/EA

**V. MATERIAL LABORATORY TESTING SERVICES**

Aggregates

Aggregate Unit Weight (ASTM 29) .....	\$50.00/EA
Aggregate Quality Analysis (ASTM C 33) .....	Upon Request
Aggregate Organic Impurities (ASTM C 40).....	\$100.00/EA
Aggregate Soundness (ASTM C 88).....	\$200.00/EA
Aggregate Material Finer Than No. 200 (ASTM C 117).....	\$50.00/EA
Coal & Lignite (ASTM C 123) .....	\$200.00/EA
Chert by Heavy Liquid (ASTM C 123) .....	\$200.00/EA
Aggregate Specific Gravity/Absorption (ASTM C 127/C 128).....	\$105.00/EA
Los Angeles Abrasion (ASTM C 131/C 535) .....	\$225.00/EA
Aggregate Moisture Content (ASTM D 566) .....	\$10.00/EA
Aggregate Sieve Analysis (ASTM C 136) .....	\$60.00/EA
Aggregate Fineness Modulus.....	\$20.00/EA
Clay Lumps/Friable Particles (ASTM C 142).....	\$150.00/EA
Aggregate Scratch/Hardness Test (ASTM C 851) .....	\$60.00/EA
Fractured Face Count.....	\$75.00/EA
Flat and Elongated Pieces.....	\$75.00/EA



Concrete

Concrete Compressive Strength, Cylinder Cast by Giles (ASTM C 39) .....	\$12.00/EA
Concrete Compressive Strength, Cylinder Cast by Others (ASTM C 39).....	\$14.00/EA
Concrete Flexural Strength, Beam (ASTM C 78) .....	\$50.00/EA
Concrete Unit Weight (ASTM C 642) .....	\$15.00/EA
Concrete Mix Strength Verification .....	\$195.00/EA
Concrete Mix Design (ACI 214) with Aggregate Quality Analysis .....	Upon Request
Splitting Tensile Strength (ASTM C 496) .....	\$35.00/EA
Modulus of Elasticity and Poisson's Ratio (ASTM C 469).....	Upon Request
Concrete Slab Moisture (Calcium Chloride or Relative Humidity Probe Method).....	Upon Request
Concrete Shrinkage (ASTM C 157).....	\$375.00/EA
Windsor Probe Test Equipment (ASTM C 803) .....	\$100.00/DAY
Windsor Probes (Set of 3) .....	\$40.00/EA
Rebound Hammer (ASTM C 805) .....	Upon Request
Potential Alkali Reactivity (Mortar Bar Method) (ASTM C 227).....	Upon Request
Estimating Concrete Strength by Maturity Method (ASTM C 1074).....	Upon Request
Freeze-Thaw Testing, Set of 3 (ASTM C-666).....	\$1,200/SET
Cast-In-Place Pop-Out Cylinder (CIPPOC) Compressive Strength .....	\$40.00/EA

Masonry

Grout Compressive Strength (ASTM C 39).....	\$25.00/EA
Hollow-Load Bearing Unit Quality Analysis (ASTM C 90).....	Upon Request
Solid Load Bearing Unit Quality Analysis (ASTM C 145).....	Upon Request
Mortar Compressive Strength (ASTM C 109/780) .....	\$20.00/EA
CMU Compressive Strength (ASTM C 140).....	\$40.00/EA
CMU Moisture, Unit Weight and Absorption (ASTM C 140) .....	\$35.00/EA
Mortar Mix Strength Verification (ASTM C 270) .....	\$175.00/EA
Mortar Splitting Tensile Strength (ASTM C 780).....	\$40.00/EA
CMU Prism Test (ASTM E 447) .....	\$100.00/EA
Masonry Freeze-Thaw Testing (ASTM C 1262).....	\$600.00/SET
Masonry Freeze-Thaw Testing, 41 to 70 cycles.....	\$625.00/SET
Masonry Freeze-Thaw Testing, 71 to 100 cycles.....	\$650.00/SET
Windsor Pin Testing of In-Place Mortar Strength.....	Upon Request
Mortar Aggregate Ratio Test .....	\$75.00/EA
Mortar Water Content Test.....	\$75.00/EA
CMU f'm Calculation.....	\$10.00/EA
CMU Fire Rating.....	\$10.00/EA

Asphalt

Bulk Specific Gravity/Density (ASTM D 2726) .....	\$25.00/EA
Maximum Specific Gravity (ASTM D 2041).....	\$90.00/EA
Marshall Stability and Flow (ASTM D 1559).....	\$50.00/EA
Extraction-Bitumen Content and Gradation (ASTM D 2172/5444) .....	\$140.00/EA
Sample Preparation and Molding Specimens .....	\$95.00/EA
Asphalt Core Thickness (ASTM C 174) .....	\$10.00/EA

Concrete Cores

Concrete Core Thickness (ASTM C 174).....	\$10.00/EA
Concrete Core Compressive Strength (ASTM C 42) .....	\$40.00/EA
Concrete Core Unit Weight (ASTM C 642) .....	\$18.00/EA
Concrete Core Absorption/Specific Gravity (ASTM C 642).....	\$90.00/EA
Concrete Core Petrographic Analysis (ASTM C 856) &/or Air Content (ASTM C 457) .....	Upon Request
Concrete Core Water-Soluble Chloride Content, sample collection not included.....	\$50.00/EA
Concrete Core Chloride Ion Content FHWA .....	Upon Request
Concrete Core Depth of Carbonation.....	\$15.00/EA
Sawcut or Face Cut for Smoothness.....	\$5.00/EA
Concrete Absorption (Boiling Method) .....	\$125.00/EA



Soil Cement/Soil-Lime Mixtures

Soil-Lime Moisture Density (ASTM D 558).....	\$150.00/EA
Soil-Lime Bearing Ratio-CBR (ASTM D 2668).....	\$225.00/EA
Soil-Lime Compressive Strength (ASTM D 1633).....	\$40.00/EA
Soil-Lime Flexural Strength (ASTM D 2668).....	\$70.00/EA
Soil-Lime Freeze/Thaw (ASTM D 560).....	\$550.00/EA
Soil-Lime Wet/Dry (ASTM D 559).....	\$550.00/EA
Soil-Lime Preparation/Molding Specimens.....	\$75.00/EA
Optimum Lime Content of Soil-Lime Mixture (Eades & Grimm Method).....	\$200.00/EA

Structural Steel Inspection

Magnetic Particle Powder.....	\$15.00/CAN
Magna Flux Unit.....	\$50.00/DAY
Liquid Penetrant Material.....	\$50.00/QT
Ultrasonic Thickness Gauge.....	\$110.00/DAY
Ultrasonic Couplant.....	\$25.00/QT
Calibrated Bolt Torque Wrench.....	\$20.00/DAY
Skidmore-Wilhelm Equipment.....	Upon Request
Sprayed Fireproofing Thickness (ASTM E 605).....	\$48.00/HR
Sprayed Fireproofing Cohesion/Adhesion (ASTM E 736).....	\$48.00/HR
Sprayed Fireproofing Cohesion/Adhesion Materials.....	\$25.00/TEST
Sprayed Fireproofing Density (ASTM E 605).....	\$75.00/EA

Report Preparation, Review, Engineering Analysis & Consultation

Laboratory Manager.....	\$65.00/HR
Laboratory Technician.....	\$32.00/HR

Miscellaneous

Field Concrete Slump (ASTM C 143), no cylinders cast from sample.....	\$10.00/EA
Field Concrete Air Content (ASTM C 173/231), no cylinders cast from sample.....	\$10.00/EA
Field Concrete Unit Weight (ASTM C 138), no cylinders cast from sample.....	\$15.00/EA

**VI. GENERAL COMMENTS**

Normal construction monitoring services workday 7:00 a.m. to 5:00 p.m. Overtime rates (150%) applicable for services performed outside of these hours, within these hours if time exceeds eight working hours, and on Saturdays, Sundays, and Holidays. Minimum monitoring fee is 3 hours per trip. Construction services time charged portal to portal.

Vehicle travel charged at 60¢ per mile, other modes of transportation charged at cost plus 10%. Cost per mile subject to increase if price of gasoline exceeds \$4.25 per gallon.

Waiver of Subrogation, if required, will be an additional fee dependent on the overall project cost.

Department Manager for contract administration, report preparation and review, scheduling and consultation will be charged to all reports at a typical rate of a ¼ hour for less than 4 hours per day and ½ hour per day for more than 4 hours per day. Direct non-salary expenses for engineering and technical personnel charged at cost plus 15%.

Invoices submitted once a month during period of contract and/or at completion of our services. Payment is due ~~15~~ <sup>45</sup> days after receipt of the invoice. Invoices remaining unpaid beyond ~~30~~ <sup>60</sup> days accrue interest at 1½% for each month of delinquency or at the maximum rate allowed at law. Reasonable attorney fees incurred to collect overdue invoices are reimbursable at cost. Lawsuits required to collect overdue invoices will be filed in and under the laws of Waukesha County, Wisconsin.

Unit prices are, however, subject to immediate change to comply with a prevailing wage rate, wage or benefit rate determination, wage substitution, or action by organized or union labor.

**SECTION 1: FORMATION OF CONTRACT** – These General Conditions shall be incorporated into and become a binding, integral part of any correspondence, proposal, or contract to which they are initially attached. Together they form an Agreement to be entered into by and between Giles Engineering Associates, Inc. (“Giles”) and the party for whom Giles is to perform its services (“Client”). Conflicting terms or conditions that appear on an acceptance copy of any Agreement document, or subsequently issued document, are hereby objected to and shall be invalid, unless accepted in writing by all parties to the Agreement. Ordering, reliance upon, or acceptance of Giles’ services by Client, including additional work orders, shall constitute Client’s acceptance of the terms of the Agreement, including these General Conditions, regardless of whether Client delivers an executed copy of the Agreement document prior to the commencement of Giles’ services. The Agreement, including these General Conditions, shall extend to the benefit of, and be binding upon, the successors, assigns, directors, officers, employees, agents, subcontractors, representatives, and consultants of Giles and Client. Client shall communicate these General Conditions to any third party or principal for whom, or to whom, Client conveys any part of Giles’ services. Giles shall have no duty or obligation to any third party or principal greater than what is set forth herein.

**SECTION 2: SITE ACCESS AND PROPERTY CARE** – Client will arrange right of entry for Giles to complete the services. Client warrants and represents that it has authority and permission to grant Giles access. Client will also arrange permission for Giles to photograph the site. Client will provide Giles with sufficient documentation to enable Giles to avoid trespass and damage to on-site, neighboring, restricted, or prohibited areas.

**SECTION 3: DEGREE OF CERTAINTY IN MATERIALS TESTED** – The locations and elevations of in-situ tests will be determined in accordance with the accuracy and proximity of survey control provided by Client or the contractor. Unless noted, locations and elevations will be determined by pacing and hand level methods. Observation and testing services will be provided in such a manner as to have reasonable certainty that the services essentially comply with project requirements.

**SECTION 4: STANDARD OF CARE** – Services performed under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing at this time, under similar conditions, and in the same locale. No other warranty, express or implied, is made.

**SECTION 5: DELAY AND FORCE MAJEURE** – Giles will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Giles’ reasonable control.

**SECTION 6: OWNERSHIP OF INSTRUMENTS OF SERVICE** – All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Giles are instruments of service, remain the property of Giles, and are protected by copyright, trademark, and other proprietary rights provided under state and federal laws of the United States and/or foreign nations.

**SECTION 7: DISPOSITION OF SAMPLES AND MATERIALS** – Uncontaminated soil and rock samples will be held for thirty (30) days after the date of Giles’ report, unless advised otherwise by Client. Further storage or transfer can be negotiated at Client’s written request. Should samples and/or materials contain, or be suspected to contain, substances or constituents hazardous to health, safety, or the environment, as defined by applicable laws, Giles will return such samples and/or materials, to Client after completion of testing, or have them disposed of in accordance with applicable laws. Client agrees to pay all costs associated with the transportation and disposal, and storage beyond 30 days. Giles is acting as a bailee and assumes no title to such samples, materials, and/or waste.

**SECTION 8: MOLD AND ASBESTOS-CONTAINING MATERIALS (ACM) EXCLUSION** – Unless expressly provided, Giles’ scope of services does not include any investigation, analysis, consultation, or representation with respect to the risk, prevention, presence, or remediation of mold, mildew, fungi, spores, other microbes, or ACM. It is therefore agreed that Giles has no responsibility or liability for claims, damages, losses, or expenses attributable to any such exposure, contamination, growth, release, or dispersal.

**SECTION 9: INSURANCE** – Giles maintains a complete insurance package, including workman’s compensation, commercial general liability, and professional liability insurance. Giles also maintains contractors pollution liability coverage of \$2,000,000.00 for each pollution incident, with an annual aggregate limit of \$2,000,000.00. Certificates of insurance shall be provided upon request.

**SECTION 10: LIMITATIONS OF LIABILITY** – Client agrees to limit Giles’ total aggregate liability to Client and all construction contractors, subcontractors and those named on the project arising from Giles’ professional acts, errors or omissions, or breaches of contract to the lesser of either \$250,000.00 or four times Giles’ fee for services on the project.

**SECTION 11: INDEMNIFICATION** – To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Giles from and against all claims and causes of action for bodily injury, death, and property damage that may arise from the performance of services under this Agreement, except where such bodily injury, death, or property damage arises directly from the sole negligence, errors, or omissions of Giles.

**SECTION 12: LITIGATION SUPPORT** – If Giles is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Giles pursuant to Giles’ current fee and rate schedule, and to reimburse Giles for all reasonable costs and expenses Giles may incur in connection with such activities, including the fees of any attorney that Giles may retain on its own behalf.



45 days after (P) sixty (60) (P)

**SECTION 13: INVOICES AND PAYMENT** – Payment of invoices is due upon receipt of invoice and is past due ~~thirty (30)~~ <sup>45 days after (P)</sup> days from invoice date. Client agrees to pay a late payment service charge of 1½% per month, or 18% per year, for past due invoices. Client agrees the balance as stated on the invoice is correct, conclusive, and binding unless Client within ten (10) days from the date of invoice notifies Giles in writing of the item alleged to be incorrect. Should a dispute over payment arise, Client agrees to pay all invoiced amounts except those amounts in dispute; stipulates to using the Waukesha County Circuit Court, Wisconsin, as the venue; and agrees to pay all court costs and attorney fees associated with the collection of disputed sums. Attorney fees shall be at the actual cost or at Giles' in-house counsel rate of \$150.00 per hour.

**SECTION 14: NOTICE OF LIEN RIGHTS – AS REQUIRED BY STATE CONSTRUCTION LIEN LAWS, OWNER IS HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO GILES, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH PROFESSIONAL SERVICES. OWNER MAY NEED TO NOTIFY ITS MORTGAGE LENDERS OF THESE LIEN RIGHTS.**

**SECTION 15: TERMINATION** – This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Giles shall be paid for all services performed prior to the termination date.

**SECTION 16: GOVERNING LAW AND SURVIVAL** – The laws of the State of Wisconsin will govern the validity of these terms, their interpretation, and performance. Client consents to venue in the Waukesha County Circuit Court, State of Wisconsin, for all claims and disputes. The terms of this Agreement shall survive the completion of Giles' services.

#### DRILLING or GEOTECHNICAL

**SECTION 17: SITE ACCESS AND PROPERTY CARE** – Giles will take reasonable precautions to minimize damage to the property. In the normal course of work, some damage may occur. The correction of such damage is not part of the Agreement, unless specified in the proposal. Giles will backfill borings and other types of ground penetrations. Soil backfill at access points and test locations may settle over time. Giles is not responsible for checking, maintaining, or repairing the backfill after leaving the project site.

**SECTION 18: UTILITIES** – Giles will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground public structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Giles for any damages to underground structures and utilities, and any damage, injury, or death arising directly or indirectly there from, which were not identified on the documents furnished, or by local utility identification agencies.

**SECTION 19: ENVIRONMENTAL** – On Geotechnical projects, Environmental and Hazardous Materials will not be considered.

#### CONSTRUCTION MATERIALS TESTING

**SECTION 20: RESPONSIBILITIES** – The presence of Giles' field representative(s) will be for the purpose of providing observation and/or field testing. Giles' services will not include the supervision or direction of the work of the contractor or the contractor's employees or agents. Contractor should be so advised, and informed that neither the presence of Giles' field representative nor the observation and testing shall excuse contractor in any way for defects discovered in contractor's work. An opinion will be developed from observations and tests as to whether the work essentially complies with the project requirements.

**SECTION 21: SAFETY** – The construction contractor and/or owner shall, without limitation, assume sole and complete responsibility for job site conditions during construction of the project, including the safety of all persons and property. The trenching and shoring safety shall be the full responsibility of the contractor. If a geotechnical engineer (P.E., not a technician) is brought to the site for soils evaluation, we can make recommendations for the slope of the excavated trench walls. If not, the sloping of side walls, trenching and shoring safety shall all be the full responsibility of the contractor.

#### ENVIRONMENTAL

**SECTION 22: HAZARDOUS MATERIALS** – When hazardous materials are known, assumed, or suspected to exist at a site, Giles will take appropriate actions to protect the health and safety of personnel, to comply with applicable laws and regulations, and to implement procedures to minimize physical risks to employees and the public. Client must inform Giles of any known or suspected hazardous materials. The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation of the scope of services or termination of the Agreement. Client agrees to compensate Giles for additional costs of working to protect employee and/or public health and safety. Client waives any claim against Giles, and agrees to hold harmless, indemnify, and defend Giles from and against any claim or liability for injury, death, or loss arising directly or indirectly from the discovery of unanticipated hazardous materials. Client also agrees to compensate Giles for time spent, and expenses incurred, in defense of any such claim, based upon Giles' prevailing fee schedule and expense reimbursement policy relative to the direct project costs.

**SECTION 23: GEOTECHNICAL** – On Environmental and Hazardous Materials projects, Geotechnical issues will not be considered.