AGENDA
PUBLIC WORKS COMMITTEE
VILLAGE OF SUSSEX
6:00 P.M. TUESDAY, APRIL 2, 2019
SUSSEX CIVIC CENTER- VILLAGE BOARD ROOM 2nd FLOOR

Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Village of Sussex Public Works Committee, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under the Public Comments section of the agenda, during any Public Hearing(s) or if the rules are suspended to allow them to do so.)

1. Roll call.
2. Consideration and possible action the March 5, 2019 Public Works meeting minutes.
3. Comments from citizens and correspondence/communications received from citizens.
4. Consideration and possible action on bills for payment.
5. Consideration and possible action on Utility Items:
   A. Wastewater Treatment Plant Sludge Mixing Pump Seal Replacement
   B. Sludge Hauling Contract
5. Consideration and possible action on Sidewalk and Street Items:
   A. Maple Avenue and Plainview Road Design Policy Questions
   B. Maple Avenue Easement and Right of Way Acquisition Process
   C. Maple Avenue Lighting
   D. Clover Drive Bridge Construction Bids
   E. Leaf Collection Update
7. Consideration and possible action on Other Public Works Items:
   A. Inspection Services
8. Staff report, update and issues, and possible action regarding subdivision, developments, and projects:
   A. Engineer’s Report
9. Other discussion for future agenda topics
10. Adjournment.

Tim Dietrich
Chairperson

Jeremy Smith
Village Administrator
Please note that, 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 Casen Griffiths at 246-5200.
Minutes of the Public Works Committee meeting held on March 5, 2019

Tim Dietrich called the meeting to order at 6:00 p.m.

1. Roll Call
   Members present:  President Greg Goetz, Trustees Tim Dietrich, Lee Uecker and Michael Bartzen
   Members excused:  Mike Schulist
   Staff present:  Assistant Administrator Kelsey McElroy-Anderson, Administrator Jeremy Smith, Public Works Director Judy Neu, Administrative Services Director Casen Griffiths and Public Works Foreman Jon Baumann
   Others Present:  Trustee Scott Adkins and Bill Wiesneski

A quorum of the Village Board was present at this meeting.

2. Consideration and possible action on minutes
   A motion by Uecker, seconded by Bartzen to approve the February 5, 2019 meeting minutes are presented. Motion carried 4-0.

3. Comments from citizens present and correspondence/communications received from citizens
   No one was present who wished to be heard.

4. Consideration and possible action on bills for payment:
   A motion by Uecker, seconded by Goetz to recommend to the Village Board approval of Public Works bills for payment in the amount of $544,768.72. Motion carried 4-0.

5. Consideration and possible action on Utility Items
   A. Variable frequency drive replacement at Well 7
      A motion by Goetz, seconded by Uecker to recommend to the Village Board approval of the purchase of a variable frequency drive replacement at Well 7 from Control services, Inc in the amount of $15,912. Motion carried 4-0.

6. Consideration and possible action on Sidewalk and Street Items
   None

7. Other Public Works Items
   A. Developers Agreement for Sussex Corporate Center
      A motion by Goetz, seconded by Bartzen to recommend to the Village Board approval of the Developer’s Agreement for Sussex Corporate Center. Motion carried 4-0.

8. Engineers Report
   Mrs. Neu reported that work on Good Hope Road will begin in April. Staff has met with the driller for Well 8 and they are expected to be done on the site by the end of next week. Advertisements for the Clover Drive Bridge replacement are out. Advertisements for bids for the Village Park utility and road improvements are out with bid opening occurring in mid-March. Bids will be taken directly to the Village Board. Spring weight restriction will go into effect at the end of this week. Signs will be posted on Friday, March 8 and enforcement will begin on Monday, March 11.
9. Other discussion for future agenda topics
Discussion on lighting for the north section of the Maple Avenue construction project.

10. Adjournment
A motion by Goetz, seconded by Uecker to adjourn the meeting at 6:20 pm. Motion carried 4-0.

Respectfully submitted,

Casen J. Griffiths
Administrative Services Director
<table>
<thead>
<tr>
<th>VENDOR</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
<th>%COMPLETED</th>
<th>NOTES</th>
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<tr>
<td>CEDAR CORPORATION</td>
<td>$2,190.23</td>
<td>VILLAGE PARK IMPROVEMENTS-PROF. SERV. THRU 2-16-19</td>
<td>68%</td>
<td>PREPAID - DUE DATE</td>
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<tr>
<td>GRAEF</td>
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<td>MAPLE AVENUE RECON PROF. SERV THRU 2/23/2019</td>
<td>68%</td>
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<td>$447,791.70</td>
<td>WELL 8 WTP</td>
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<td>R A SMITH</td>
<td>$5,914.65</td>
<td>CLOVER DRIVE BRIDGE REPL. - PROF SERV FEB. 2019</td>
<td>70%</td>
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<tr>
<td>RUEKERT &amp; MIELKE, INC.</td>
<td>$69.50</td>
<td>MAPLE AVENUE RECON PROF. SERV 1/19-2/15/2019</td>
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<tr>
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<td>WELL 8 WTP</td>
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<td>WELL 8 WTP CA</td>
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<tr>
<td>SHORT ELLIOTT HENDRICKSON, INC.</td>
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<td>WELL 8</td>
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<td>RADAR SPEED SIGNS</td>
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<td>RASMITH</td>
<td>$3,465.02</td>
<td>GOOD HOPE ROAD CONSTRUCTION MANAGEMENT</td>
<td>94%</td>
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<td>WAUKESHA CTY TREAS.</td>
<td>$2,845.00</td>
<td>STORMWATER EDUCATION 2019 COMM. MS4 FEES</td>
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<td>TOTAL</td>
<td>$515,563.70</td>
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Memorandum

To: Public Works Committee
From: Craig Obry, PW Operator
Date: March 26, 2019

Re: Wastewater Treatment Plant Sludge Mixing Pump Seal Replacement

Sludge storage tank one has three sludge mixing pumps from 1994, all of which are in need of repair. The seals leak on all three pumps, and one pump is not pumping at the capacity it should. The pumps are used to mix the sludge in the storage tank and to fill the tank trucks for hauling away the sludge. We requested quotes for the rebuild of the pumps from three companies. Two of the companies quoted for rebuilding the pumps, one company decided to forgo rebuilding the pumps and quoted for pump replacements instead.

Pump Rebuild Quotes

<table>
<thead>
<tr>
<th>Company</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. L.W. Allen</td>
<td>$12,540</td>
</tr>
<tr>
<td>2. Crane Engineering</td>
<td>$18,300</td>
</tr>
<tr>
<td>3. Furey Filter &amp; Pump</td>
<td>$69,885</td>
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</table>

Recommendation

Staff recommends that we accept the quote from L.W. Allen for the rebuild at a cost of $12,540 with a 10% contingency for a total allocation of $13,794.
Memorandum

To: Public Works Committee
From: Dennis Wolf, Assistant Public Works Director Operations
Date: 3/27/2019
Re: WWTP Sludge Hauling

The Village of Sussex Wastewater Treatment Plant contracts to have our treated municipal sludge hauled and land applied on farm fields in accordance with our WPDES permit and Wisconsin DNR NR204 regulations. The contractor handles all management of the sites, including soil testing, nutrient application calculations, hauling, application, and annual reports.

The Village has contracted with Badger State Waste LLC since the fall of 2017, at a price of $0.03/gallon over a 10 mile round trip, and $0.025/gallon under a 10 mile round trip.

Badger State Waste LLC has proposed a three year contract for 2019, 2020, and 2021, with a two year option to extend for 2022 and 2023 if both parties agree.

Sites located 0 – 10 miles from the Sussex WWTP will be $0.025 per gallon for the duration of the contract.

Sites located beyond 10 miles of the Sussex WWTP:
- 2019 - $0.035 per gallon
- 2020 - $0.035 per gallon
- 2021 – $0.036 per gallon

Option
- 2022 - $0.037 per gallon
- 2023 - $0.0375 per gallon

Most of our land application sites are about 15-18 miles from the wastewater treatment plant. Staff has been very pleased with the services that Badger State Waste LLC has provided in the past two years. They have been able to empty both tanks before winter, ensuring enough storage through the spring and early summer months. Also, Badger State Waste LLC closely monitors the soil conditions, field application and nutrient rates, to comply with all regulations.

Sludge hauling expenses are budgeted for annually in the Sewer Utility budget. In 2018, the Village spent $185,064 on sludge hauling. The proposed increase would cost the Village an additional $30,000 in 2019 (16% increase), but would allow the Village to
lock in these rates with a much lower increase (less than 3% annually) for the next four years. Additional quotes were collected in late 2017, and those were much higher than this proposal ($0.05 and $0.042). The proposed increase is within the 2019 approved budget for sludge hauling.

Staff recommends accepting the Badger State Waste LLC proposal, along with the two year option.
MEMORANDUM

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: March 28, 2019
Re: Maple Avenue Reconstruction – Plainview Intersection

At its meeting on February 5, 2019, the Public Works Committee tabled the discussion about the intersection of Maple Avenue with Plainview Road. The Committee was interested in understanding the cost of the proposed full bypass lane intersection as currently proposed and asked that staff meet with Town of Lisbon representatives to understand their thoughts on the proposed improvements. The estimated costs of the improvements are listed below, and staff has a meeting scheduled for March 29, 2019 with the Town to discuss the intersection and will be able to share the Town’s thoughts at the Committee meeting.

Based on traffic counts and the speed limit, GRAEF, the Maple Road design consultant, is recommending that a bypass lane with an exclusive left turn lane be constructed for westbound traffic on Plainview Road, and that taper and merge lanes be constructed for eastbound traffic. Traffic on Plainview does not stop at Maple. This is the proper design for existing and proposed traffic at this intersection. However, the Maple Avenue project itself does not need to trigger this improvement, if the Committee and Board so choose. There are several options that could be considered.

   a. Do nothing; simply construct Maple Avenue to Plainview Road. This option could include completing the design of the Plainview Road improvements so that it could be constructed at a later date. This option would neither reduce nor improve the safety of the intersection. Our work on Maple Avenue would not change the way the current intersection functions and there would be no additional cost to the project.

   b. Only design / construct the right turn and merging tapers on the south half of Plainview Road. The cost of this option is approximately $40,000.

   c. Construct the entire intersection, which could include asking Lisbon to pay for their share of the work. The cost of this option is approximately $220,000.

Policy Decisions:

- Should the full intersection improvement be designed as part of the Maple Avenue project?
- Which of the improvements to Plainview Road, if any, should be constructed by the Village as part of the Maple Avenue project?
## Maple Avenue Reconstruction - ROW & Permanent Easement List

### Southern Section - Easement

<table>
<thead>
<tr>
<th>ROW / ROW</th>
<th>Esmt</th>
<th>Owner</th>
<th>Village or Town</th>
<th>Address</th>
<th>Quantity (SF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Esmt</td>
<td>Aaron J &amp; Jayna L Wojciga</td>
<td>Village</td>
<td>W239 W5560 Maple Ave</td>
<td>240</td>
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<tr>
<td>Esmt</td>
<td>Jacob D. Paral</td>
<td>Village</td>
<td>W239 N5584 Maple Ave</td>
<td>336</td>
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**Total Square Feet:** 576  
**$/SF:** $0.43  
**Estimated Cost:** $247

### Central Section - Easement

<table>
<thead>
<tr>
<th>ROW / ROW</th>
<th>Esmt</th>
<th>Owner</th>
<th>Village or Town</th>
<th>Address</th>
<th>Quantity (SF)</th>
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<td>Esmt</td>
<td>Sussex Square LLC</td>
<td>Village</td>
<td>N64 W24050 Main St</td>
<td>770</td>
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<tr>
<td>Esmt</td>
<td>Maurice R &amp; Diane M Koch</td>
<td>Village</td>
<td>W239 N6666 Maple Ave</td>
<td>1,120</td>
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**Total Square Feet:** 1,890  
**$/SF:** $0.68  
**Estimated Cost:** $1,284

### Central Section - Right of Way

<table>
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<th>ROW / ROW</th>
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<th>Village or Town</th>
<th>Address</th>
<th>Quantity (SF)</th>
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<td>ROW</td>
<td>Matthew Steiner</td>
<td>Village</td>
<td>W240 N6427 Maple Ave</td>
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<tr>
<td>ROW</td>
<td>Matthew Steiner</td>
<td>Village</td>
<td>W240 N6427 Maple Ave</td>
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<tr>
<td>ROW</td>
<td>Ronald A &amp; Sally Jo M Beaverson</td>
<td>Village</td>
<td>W240 N6451 Maple Ave</td>
<td>393</td>
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<tr>
<td>ROW</td>
<td>Richard E &amp; Susan L Mass</td>
<td>Village</td>
<td>W240 N6465 Maple Ave</td>
<td>509</td>
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<td>ROW</td>
<td>Theodore J. &amp; Connie R. Hikade</td>
<td>Village</td>
<td>W240 N6479 Maple Ave</td>
<td>558</td>
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<tr>
<td>ROW</td>
<td>Christopher J. &amp; Amber L. Enderle</td>
<td>Village</td>
<td>W240 N6495 Maple Ave</td>
<td>558</td>
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<tr>
<td>ROW</td>
<td>John Sr &amp; Donna L Wesner</td>
<td>Village</td>
<td>W240 N6511 Maple Ave</td>
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<td>ROW</td>
<td>Robert A &amp; Diane S Kerr</td>
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<td>ROW</td>
<td>Michael E. &amp; Therese M Stadler</td>
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<tr>
<td>ROW</td>
<td>Michael E. &amp; Therese M Stadler</td>
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<tr>
<td>ROW</td>
<td>Virginia G &amp; Charles J. Borth</td>
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<tr>
<td>ROW</td>
<td>Daniel B &amp; Mary H Nettlesheim</td>
<td>Village</td>
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<td>ROW</td>
<td>Donald R &amp; Laura J Lindner</td>
<td>Village</td>
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<td>ROW</td>
<td>Janice E Sontag</td>
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<td>N65 W24014 Ppoplar Ave</td>
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<td>ROW</td>
<td>Debra A Ames</td>
<td>Village</td>
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<td>ROW</td>
<td>Joseph Balcerik Jr</td>
<td>Village</td>
<td>N66 W24015 Champeny Rd</td>
<td>723</td>
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<td>ROW</td>
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<td>Village</td>
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<td>1,522</td>
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<td>ROW</td>
<td>Clinton S III &amp; Mary J Beardsley</td>
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<td>ROW</td>
<td>Mike's Woodland Farm LLC</td>
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<td>W240 N6669 Maple Ave</td>
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<td>ROW</td>
<td>Lola J Robb Revocable Trust</td>
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<td>W240 N6711 Maple Ave</td>
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<td>ROW</td>
<td>Hans P Overgaard &amp; Kathleen Caldwell</td>
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<td>ROW</td>
<td>Margaret M &amp; Donald S Sklenar</td>
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<td>James E &amp; Winifred M Mading</td>
<td>Village</td>
<td>W239 N6616 Maple Ave</td>
<td>1,109</td>
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**Total Square Feet:** 16,607  
**$/SF:** $3.40  
**Estimated Cost:** $56,397

### Northern Section - Right of Way

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<tr>
<th>ROW / ROW</th>
<th>Esmt</th>
<th>Owner</th>
<th>Village or Town</th>
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<th>Quantity (SF)</th>
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<td>Ryan P Weister</td>
<td>Town</td>
<td>W239 N7562 Maple Ave</td>
<td>700.14</td>
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<td>ROW</td>
<td>Linda M Johnson</td>
<td>Town</td>
<td>W239 N7574 Maple Ave</td>
<td>700.14</td>
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<tr>
<td>ROW</td>
<td>Paul James &amp; Patricia Anne Novacek</td>
<td>Town</td>
<td>W239 N7596 Maple Ave</td>
<td>700.14</td>
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**Total Square Feet:** 2,100  
**$/SF:** $1.55  
**Estimated Cost:** $3,251

### Northern Section - Easement

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<th>Village or Town</th>
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<th>Quantity (SF)</th>
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<td>Esmt</td>
<td>Corey A Smith</td>
<td>Town</td>
<td>N79 W23885 Plain View Rd</td>
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<td>Esmt</td>
<td>Curtis R &amp; Sharon M Hackbarth</td>
<td>Town</td>
<td>W239 N7456 Maple Ave</td>
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**Total Square Feet:** 1,568  
**$/SF:** $0.31  
**Estimated Cost:** $485

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Total: $61,665
MEMORANDUM

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: March 28, 2019
Re: Maple Avenue – Easement and Right of Way Acquisition Process

As part of the Maple Avenue project, right of way (ROW) and highway easements will need to be acquired. The purpose of this discussion item is to walk the Committee through the process that Staff intends to follow for this part of the project and to request approval of the offering prices.

The properties from which staff is recommending ROW purchases, and the amounts of right of way to be purchased include only the right of way needed to accommodate the proposed improvements. The amounts of right of way vary from those shown on the right of way plat which was approved by the Village Board with the relocation order in February 2019 because staff refined the ROW and easement recommendation from the design consultant in an effort to reduce the impact to residents and reduce costs to the Village.

Staff researched assessed land values for the properties and the median land value was calculated from those assessed values to be as follows. Staff recommends adding a 20% premium to the average land values for each section, and valuing permanent easements at 20% of the land values.

<table>
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<tr>
<th>Section</th>
<th>Average Land Value Per SF</th>
<th>Avg. Value +20% Per SF</th>
<th>Easement Value Per SF</th>
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<tr>
<td>Southern Section</td>
<td>$1.79</td>
<td>$2.15</td>
<td>$0.43</td>
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<td>Central Section</td>
<td>$2.83</td>
<td>$3.40</td>
<td>$0.68</td>
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<tr>
<td>Northern Section</td>
<td>$1.29</td>
<td>$1.55</td>
<td>$0.31</td>
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At those prices, the Village’s right of way and easement acquisition costs for the project would be $61,665.

Staff requests approval of these offering prices for the properties so that offers can be presented. Staff intends to meet with the impacted property owners to discuss the acquisitions, answer questions, and present offers over the next few months.
MEMORANDUM

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: March 26, 2019
Re: Maple Avenue Reconstruction – Street Lighting Plan

The Public Works Committee during the February 5, 2019 meeting tabled the discussion about Maple Avenue street lights north of Good Hope Road to allow time for the Committee to drive the corridor from Good Hope Road to Plainview Road to assess the existing level of lighting. The attached photometric plan for this segment also demonstrates the lighting levels. There are currently no lights on Maple Avenue along this segment; however, all the intersections are lit by street lights on adjacent roads.

Staff is recommending adding an additional 18 Wood Poles / Cobra Head style lights along this section for a total estimated cost of $81,000. The Committee seemed to be leaning towards the Wood Poles / Cobra Heads option in the north section, to match what was installed along Good Hope Road. If the Committee would prefer to have decorative poles to match subdivisions and the decisions made for the south and central section, the cost is estimated to be $108,000 for 27 lights.

Policy Question: Is the current lighting level along Maple Avenue adequate? Would you prefer more light or no change? Should the lighting be Wood Poles with Cobra Head fixtures, or subdivision style lighting?
MEMORANDUM

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: March 28, 2019
Re: Clover Drive Bridge Replacement

Bids for the Clover Drive Bridge Repair were received and opened at 2:00 PM on Friday, March 28, 2019. Three (3) Bids were received and are listed below.

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<thead>
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<th>Contractor</th>
<th>City, State</th>
<th>Base Bid</th>
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<tbody>
<tr>
<td>Highway Landscapers, Inc.</td>
<td>Little Chute, WI</td>
<td>$540,168.46</td>
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<tr>
<td>Buteyn-Peterson Construction Co</td>
<td>Sheboygan, WI</td>
<td>$712,837.00</td>
</tr>
<tr>
<td>Mid City Corporation</td>
<td>Butler, WI</td>
<td>$814,490.00</td>
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Staff has reviewed the bids and the qualifications of Highway Landscapers, Inc., the low bidder. Based on previous work done for other municipalities, work done as a subcontractor on the Main Street Phase 1 project, and a review of their Prequalification Statement and Bidders Proof of Responsibility, we find that they are capable of performing the work described in the Contract Documents.

The Pre-Bid Estimate was $451,362 without contingency.

The project consists of replacing the existing failing corrugated metal culverts with a 6.7 foot tall by 19 foot wide precast concrete arch culvert system similar to the one installed along Main Street near the Civic Campus. The bridge has a 6 Ton load rating due to its significantly deteriorated condition. Clover Drive will be closed for about 6 weeks starting in late June or July to install the new bridge. Engineering Division staff will be handling both the project management and inspection services for the project to save the Village an estimated $30-35,000.

Staff recommends that the Clover Drive Bridge Replacement project be awarded to Highway Landscapers, Inc., at the unit prices specified in their bid proposal for work actually performed. We further recommend a 10% contingency ($54,016.84) for a total allocation not to exceed $594,185.30.
MEMORANDUM

To: Public Works Committee
From: Dennis Wolf, Assistant Public Works Director Operations
Date: March 28, 2019
Re: Leaf Collection Process

A brainstorming session with all Public Works staff was held to find ways to improve leaf collection throughout the Village of Sussex. Three main themes emerged from these discussions, along with action plans, as outlined below:

1. Find a better way to pick-up leaves during wet and freezing weather. It’s very inefficient to use the leaf vacuums during and after rain events due to clogging of the equipment. During freezing temperatures, the collection process slows down due to frozen leaf piles and clumps. Staff recommends adding two pieces of equipment to push the wet, frozen leaf piles to the end of a street, creating a large pile, and then haul away with dump trucks. Staff would fabricate a push screen in-house, which would attach to existing equipment and be used to create the piles. To load the large pile of leaves into the trucks, staff is requesting to purchase a Tink bucket (Tink Claw 720) for the end-loader. This piece of equipment pinches closed to grab the leaf piles so they can be efficiently placed into the trucks. It is more efficient than our current bucket, due to the larger amount of leaves it can handle. This type of operation is used very successfully in many municipalities.

2. Improve communications with our residents on where collection is taking place, and when staff will be in their neighborhood. The goal is to perform collection in each subdivision or neighborhood every two weeks. Website and Facebook posts would be used to let residents know where we are and when we are coming to various neighborhoods.

3. Add hydraulics to the current leaf vacuums to make them less physically taxing to use and reduce the risk of injuries. Costs for these improvements are not known at this time.

Tink Bucket Claw 720 Costs:

<table>
<thead>
<tr>
<th></th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Deere</td>
<td>$16,759.93</td>
</tr>
<tr>
<td>Miller Bradford &amp; Risberg - DeForest</td>
<td>$16,995.00</td>
</tr>
<tr>
<td>Miller Bradford &amp; Risberg – Sussex</td>
<td>$16,750.00</td>
</tr>
</tbody>
</table>

Staff recommends the purchase of the Tink Claw 720 from Miller Bradford & Risberg – Sussex for $16,750.00, plus a 10% contingency, for a total allocation of $18,425. The Village has sufficient funding in the cash capital account in the Stormwater Fund to pay for this piece of equipment.
Push Loose Material Into A Pile

Undercut And Squeeze

Lift And Carry

The Claw is the most cost-effective method of removing leaves and brush from city streets!

TINK, INC. • 720 Claw

TINK, Inc. • 2361 Durham Dayton Hwy. • Durham, CA 95938 • 800-824-4163 • © 2002 • CL2
DESIGN FEATURES

Tink 720 Claw

A special loader bucket that scoops leaves and loose garden waste out of the gutter and into disposal trucks at lower costs. The Claw can be mounted on most 1 1/4 to 2 1/2 yard wheel loaders.

The Pincer Jaw Assembly is constructed of structural steel tubing welded together to form rigid rectangular frames. The framework is covered and strengthened with steel side panels. The serrated front edges assist in grasping and pinching materials.

Wear Provisions The underside of the Claw, which makes frequent contact with asphalt and other hard surfaces, is equipped with replaceable tungsten carbide blades that absorb a majority of the abrasion and wear. Tungsten carbide is an extremely hard material that is incorporated into the replaceable edges to combine the highest wear and abrasion resistance possible with strength and impact resistance.

Piano-Hinge Construction The pincer jaw assembly is attached to the main frame with a 3 inch diameter piano-hinge that features a 1 1/2 inch pin that won't shear on impact. More importantly the large diameter provides a vast amount of wear surface to promote long lasting life. The hinges include greasable bronze bushing inserts.

Hydraulic System The rebuildable twin cylinders that open and close the Claw are capable of developing pinch force necessary to grasp and hold materials too long or bulky to fit within the pincer bucket. The cylinders have a 4 inch bore, an 8 inch stroke and a 1 1/2 inch chrome hardened rod. Mechanical stops prevent cylinder damage by not allowing the cylinders to over extend during the Claw's duty cycle. When the pincer jaws make contact with an immovable object the hydraulic cross over relief valve senses the obstruction and diverts the fluid away from the cylinders. This automatic action minimizes cylinder damage and premature hydraulic system failure. The flow divider distributes an equal amount of hydraulic fluid to each cylinder ensuring that the pincer jaws operate evenly and simultaneously.

The 720 Claw hydraulic system is designed for machines having 8 to 50 gpm and 1500 to 3800 psi.

Prices and specifications are subject to change without notice.

TINK, Inc. • 2361 Durham Dayton Hwy • Durham CA 95938 • 800-824-4163 • © 2002
MEMORANDUM
To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: March 27, 2019
Re: 2019 Village Park Utility Extensions & Road Improvements: Construction Inspection Services

Construction Inspection Services Proposals were solicited in March 2019 for Village projects. Inspectors from two (2) Consultants were interviewed on March 14 and 19, 2019. For comparisons purposes, the estimated hours are shown the same for both Consultants in the table below.

<table>
<thead>
<tr>
<th>Consultant</th>
<th>City, State</th>
<th>Lead Inspector Hourly Rate</th>
<th>Project Manager Hourly Rate</th>
<th>Additional Inspector &amp; Surveyor Hourly Rate</th>
<th>Consultant’s Estimated Total Hours &amp; Charges for Mileage</th>
<th>Consultant’s Estimated Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Sigma Group</td>
<td>Milwaukee, WI</td>
<td>$85.00</td>
<td>$110.00</td>
<td>$95.00</td>
<td>794 hours &amp; $1,305</td>
<td>$71,465</td>
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<tr>
<td>raSmith</td>
<td>Brookfield, WI</td>
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<td>$130.00</td>
<td>$85.00</td>
<td>794 hours &amp; $1,305</td>
<td>$74,685</td>
</tr>
</tbody>
</table>

Staff has reviewed the proposals, and interviewed the inspectors for the project and recommends The Sigma Group for the Construction Inspection Services for this project. Their inspector had the most appropriate skill set for this particular project, and their hourly rates resulted in a lower overall cost. We expect construction to start in early April, weather permitting. The construction contractor will have until June 28, 2019 to complete the project.

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 situations encountered in the field. Engineering Division Staff will be handling the majority of the Project Management tasks for the project to save the Village an estimated $25,000.

Recommendations:
Staff recommends that the contract for construction inspection and survey staking be awarded to The Sigma Group at an estimated total cost of $71,465.00. We recommend that a 10% contingency ($7,146.50) be established for a total allocation of $78,611.50 for this contract.
March 25, 2019

Ms. Judith Neu
Village Engineer
Village of Sussex
Department of Public Works
N64 W23760 Main Street
Sussex, WI 53089

RE: Construction Inspection Services
Village Park Utility Extensions and Road Improvements, Sussex, Wisconsin

Dear Ms. Neu:

The Sigma Group, Inc. (Sigma) appreciates the opportunity to assist Village of Sussex (Village) by providing this proposal to conduct construction inspection services for the Village Park Utility Extensions and Road Improvements project. This proposal and cost estimate are based upon Sigma’s experience with similar projects, a review of project construction documents, and discussion with the Village.

PROJECT UNDERSTANDING
The following are a list of key assumptions that were made for the proposal:

- Village is responsible for all design and permitting for the project. Sigma will provide construction inspection to ensure work is completed in the field consistent with the approved plans and permits.
- Construction is anticipated to begin early April with substantial completion by June 21, 2019 and final completion by June 28, 2019.

SCOPE OF WORK
Sigma will provide the following:

a. Attend pre-construction meeting.
b. Review shop drawing submittals approved by the Village.
c. Coordinate and conduct a full-time or part-time inspection team based on critical inspection activities to assure full compliance with the plans and specifications and all applicable State and Federal regulations.
d. Perform survey staking as requested by Village or Contractor
e. Review material testing and reject materials which do not meet specifications and special provisions.
f. Attend weekly progress meetings.
g. Act as the main project contact for contractors; assist the Village in addressing resident concerns.
h. Maintain daily work log with contractor activities, on-site labor and equipment and tracking completed quantities.
Village of Sussex  
March 25, 2019  
Page 2

i. Prepare punch list for contractor listing work to be completed.  
j. Conduct final inspection of project and certify a recommendation for acceptance.  
k. Provide documented as-built construction as a red-line drawing on the working plan set.

COST ESTIMATE

Consistent with our proposal, we will provide construction inspection services on a time and material basis at the rates listed below. Rates will be valid for this project for the 2019 construction season. No overtime charges will be applied beyond the standard billing rates shown.

Project Manager (Paul Imig)......... $110/hour  
Lead Inspector (Taylor Placek)..... $85/hour  
Inspector (Terry Meyer)............. $95/hour  
Surveyor............................. $95/hour  
Administrative...................... $50/hour  
Mileage............................... $.58/mile

The estimated dollar amount to provide construction inspection services as requested and outlined in this proposal is $71,465.00.

ADDITIONAL SERVICES

Additional services beyond the scope of services presented herein would be immediately identified as the need arises. We want to make sure that you are aware of the services required for the project and their associated costs.

Please note that these additional services will not be completed without prior approval from the Owner.

Sigma is prepared to begin working on this project upon receipt of an executed Services Agreement and Work Order Authorization. In the meantime, please call us if you have any questions or need additional information.

Respectfully submitted,

THE SIGMA GROUP, INC.

[Signature]
Paul J. Imig, P.E.  
Senior Project Engineer  
414-643-4172  
pimig@thesigmagroup.com

[Signature]
Taylor Placek  
Staff Engineer  
414-643-4152  
tplacek@thesigmagroup.com
### Staff Work Schedule for Construction Contracts

**Project ID:** Village Park Utility Extensions and Roadway Improvements

**Work Schedule from:** April, 2019 to June, 2019

<table>
<thead>
<tr>
<th>Class</th>
<th>Name</th>
<th>Hourly Rate</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>June</th>
<th>July</th>
<th>Total Hours</th>
<th>Total Costs</th>
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<tbody>
<tr>
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<td>Paul Imig</td>
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<td>22</td>
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<td>Inspector</td>
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<tr>
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<td>24</td>
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<td></td>
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<tr>
<td>Mileage</td>
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<td>$0.58</td>
<td>630</td>
<td>800</td>
<td>820</td>
<td></td>
<td></td>
<td>2250</td>
<td>$1,305.00</td>
</tr>
</tbody>
</table>

**TOTAL:** 842 1086 1116 0 0 3044 $71,465.00
THE SIGMA GROUP, INC.
SERVICES AGREEMENT

THIS AGREEMENT is entered into on this 25th day of March 2019 by and between The Sigma Group, Inc. (hereinafter called "Sigma") and Village of Sussex (hereinafter called the "Client").

WITNESSETH:

WHEREAS, Client desires that Sigma perform professional consulting services as described in this Agreement; and

WHEREAS, Sigma agrees to perform such services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

1. Site.
   "Site" means the location on which the Services will be performed or to which they relate. The Site is defined in the Work Authorization, which is attached hereto as Exhibit A and is incorporated herein by this reference.

2. Services.
   (a) Services. Services mean those services to be performed by Sigma pursuant to Agreement. The scope of the Services is set forth in the Work Authorization. Additional Work Authorizations may be issued pursuant to this Agreement if agreed to by the Parties. Under such circumstances, this Agreement shall be expressly incorporated by reference into each subsequent Work Authorization and the services pursuant to each Work Authorization shall be performed pursuant to this Agreement and the applicable Work Authorization. To the extent any term of this Agreement conflicts with a term of any Work Authorization, then the terms of this Agreement shall control.

   (b) Standard of Care. Sigma shall exercise that degree of care, skill and judgment that is usually exercised by a professional person or firm in the performance of services similar to the Services at the same time, under similar circumstances and conditions and in the same or similar locality.

   (c) Permits and Licenses. Except as required by the scope of Services, Client shall obtain all permits and licenses that are necessary for the performance of the Services. If the scope of Services includes Sigma obtaining on behalf of Client any such permits or licenses, then Client shall fully cooperate with Sigma in obtaining any such permits and licenses. Client shall pay all costs and fees required for such permits and licenses.

   (d) Safety. Sigma is not responsible for safety precautions and programs at the Site except as it relates to the Services and then only to the extent of its own personnel.

   (e) Regulatory Matters. Except as required by the scope of Services, Sigma will not meet or confer with any member of any federal, state of local regulatory agency concerning the Services without obtaining the prior consent of Client.

   (f) Compliance with Law. Sigma shall substantially comply with all laws and regulations, which to its knowledge, information and belief apply to its obligations under this Agreement. If any change in laws or regulations applicable to the Services after the execution of this Agreement results in a change in the scope of Services, then Client is responsible to Sigma for any increased cost or expense relating to the same.

   (g) Warranty. Other than any express warranty contained in this Agreement, Sigma makes no warranty with respect to the Services. All other warranties, express or implied, are hereby disclaimed.

   Sigma shall commence and complete the Services within a reasonable time following the execution and delivery of this Agreement or at such later time as otherwise agreed to by the Parties in writing.

4. Alterations of Instruments of Service.
   Client agrees that designs, plans, specifications, reports, and similar documents prepared by Sigma are instruments of professional service and, as such, no matter who owns or uses them, they may not under any circumstances be altered by any party except Sigma. Client warrants that Sigma's instruments of service will be used only and exactly as submitted by Sigma. Accordingly, Client shall waive any claim against Sigma, and shall, to the fullest extent permitted by law, indemnify, defend, and hold Sigma harmless from any claim or liability for injury or loss arising from unauthorized alteration of Sigma's instruments of service by Client, its employees, agents and contractors. Client also shall compensate Sigma for any time spent or expenses incurred by Sigma in defense of any such claim. Such compensation shall be based upon Sigma's prevailing fee schedule and expense reimbursement policy.

5. Compensation and Payment.
   (a) Compensation. Client shall pay Sigma compensation for the Services. The compensation shall be based on a fixed fee, time and materials basis based on those rates contained in the Hourly Rate Fee Schedule, which, if applicable, is attached to the Work Authorization, or as otherwise agreed to by the Parties. The method for determining the amount of compensation is prescribed in the Work Authorization. Any proposed charges or time to complete the Services represents only an estimate of the possible charges and/or time required to perform the Services.

   (b) Payments. Sigma shall submit progress invoices to Client on a monthly basis showing the Services performed during the invoice period and the charges therefore. Payments shall be due and owing upon Client's receipt of each invoice within forth-five (45) days. Interest of 1% per month shall accrue on any invoice balance not paid within thirty (30) forty-five (45) days when due. All payments received will first apply to accrued interest and then principal balances. Client shall be responsible to Sigma for any and all costs Sigma may incur in collecting any outstanding invoices or enforcing any term of this Agreement. Timely and full payments of invoices are of the essence of this Agreement.

6. Change in Services.
   Any service performed by Sigma outside the scope of the Services shall constitute an additional service, which, unless otherwise agreed in writing, shall be performed on a time and materials basis. Client may request that Sigma perform services outside the scope of the Services by a written change order. The change order shall set forth the change in services, compensation for the change in services and an extension of time for the services.
7. Site Access, Information and Conditions.
   (a) Site Access. Client shall provide Sigma and its consultants, contractors and agents with access to the Site, any facilities located on the Site and any adjacent lands thereto so that Sigma can properly and timely perform the Services. Client shall obtain, at its own expense, any and all permits, licenses, easements, rights-of-way, agreements and permission necessary for such access.

   (b) Site and Other Information.
   (i) Client represents and warrants that prior to the execution and delivery of this Agreement, Client has supplied to Sigma all information and documents in its possession, custody or control that are material to the Site or necessary for the proper and timely performance of the Services, including, but not limited to: surveys describing the physical characteristics and any legal limitations of the Site; a legal description of the Site; and reports, surveys, drawings or tests concerning the conditions of the Site, including the presence of Hazardous Waste, as defined herein, or the location of subterranean structures and conditions ("Site Information").

   (ii) Client shall promptly supply to Sigma Site Information through the performance of the Services if such information or documents become known to Client. Client shall obtain, at its cost and expense, any Site Information as reasonably requested by Sigma if such Site Information is not required to be obtained by Sigma in the scope of Services.

   (iii) Client shall give prompt notice to Sigma whenever it becomes aware of any development, event or condition that materially or adversely affects the Site or scope, timing or cost of the Services.

   (iv) Client shall cooperate fully with Sigma in the performance of its Services. Client's obligations with respect to cooperation, compliance with laws and obtaining permits, licenses, access and Site Information are of the essence of this Agreement.

   (c) Digger's Hotline. Sigma shall contact Digger's Hotline prior to any underground drilling, excavation or intrusion bySigma. Sigma shall not be liable for damage or injury to any subterranean structures or conditions, or the consequences of such damage or injury, that were not identified by Digger's Hotline or the Client supplied information prescribed in subparagraph (b) above.

   (d) Changed Conditions. The discovery of any hazardous or toxic substance, waste, material, pollutant or contaminant included under or regulated by Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any other similar federal, state or local law, regulation or ordinance or that would pose a health, safety or environmental hazard ("Hazardous Waste"), concealed physical conditions or underground obstructions, conditions or utilities at or around the Site that were not brought to the attention of Sigma prior to the date of this Agreement, or any subsequently issued Work Authorization, will constitute a materially different site condition entitling Sigma, at its option, to terminate the Agreement (and to receive payment for all Services performed up to and including the date of such termination) or to receive an extension of time to complete the Services in a duration at least equal to the delay caused by such condition(s) and an adjustment in the compensation for the Services in an amount at least equal to the costs and expenses Sigma incurs because of such condition(s).

   (a) Presence and Disposal of Contaminated Materials. Sigma is not responsible for Hazardous Wastes that may exist at the Site. Sigma assumes no possession or control for Hazardous Waste that may be present at the Site. Client acknowledges that Sigma has played no part in and assumes no responsibility for generation or creation of any Hazardous Waste that may exist at the Site. Nothing in this Agreement shall be construed or interpreted as requiring Sigma to assume the status of, and Client acknowledges that Sigma does not act in the capacity nor assume responsibilities of Client or others, as an owner, handler, generator, operator, transporter or arranger in the treatment, storage, disposal or transportation of any Hazardous Waste. Sigma shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated Hazardous Waste, whether directly or indirectly generated from Sigma's performance of the Services hereunder. Client shall be responsible for the disposal of any such waste materials and shall be the named party on any such waste manifests. Notwithstanding anything to the contrary in this Agreement, Client shall defend, indemnify and hold Sigma and its officers, directors, employees, agents, consultants, contractors, successors and assigns harmless from and against all claims arising out of or relating to the presence of Hazardous Wastes at the Site or the treatment, storage, transportation or disposition of the same.

   (b) Samples. If samples collected by Sigma or received by Sigma on behalf of Client contain Hazardous Waste, Sigma shall, after testing and analysis, return the samples to Client for final disposal or treatment. Client shall complete all forms necessary and pay all costs for storage, transport and disposal or treatment of samples. Client acknowledges and agrees that Sigma is acting as a bailee and at no time assumes title to such samples.

   This Agreement shall not create any rights or benefits to parties other than Client or Sigma. Client shall not under any circumstances permit such reliance except with Sigma's express written consent. Sigma may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including without limitation, any provision limiting Sigma's liability, (ii) use such information only for the purposes contemplated by Sigma in performing its services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced.

    Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory test data, estimates, training materials and similar documents and materials (other than samples) prepared by or for Sigma as instruments of professional service are Sigma's property. Sigma shall retain these instruments of professional service for seven (7) years following submissions of final project deliverables, during which period Sigma's instruments of professional service will be made available for Client's review at any reasonable time.

11. Indemnification.
   (a) Client shall indemnify, defend and hold Sigma and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to this Agreement, the Site or the Services, but only to the extent caused by Client's breach of this Agreement or the negligence or willful acts or omissions of Client or anyone for whose acts or omissions Client may be liable.

   (b) Sigma shall indemnify, defend and hold Client and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising
out of or relating to the Services, but only to the extent caused by Sigma’s breach of this Agreement or the negligence or willful acts or omissions of Sigma or anyone for whose acts or omissions Sigma may be liable.

12. Limitation of Liability and Waiver of Consequential Damages. To the fullest permitted by law, Sigma’s liability under this Agreement shall not exceed the limits of Sigma’s insurance.

13. Insurance.
Sigma shall maintain in connection with the Services, until the earlier of the completion of the Services or termination of this Agreement, one or more insurance policies with the following coverage and limits:

<table>
<thead>
<tr>
<th>Worker's Compensation Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer's Liability:</td>
</tr>
<tr>
<td>$1,000,000 per accident</td>
</tr>
<tr>
<td>$1,000,000 per employee (disease)</td>
</tr>
<tr>
<td>Commercial General Liability:</td>
</tr>
<tr>
<td>$2,000,000 per occurrence</td>
</tr>
<tr>
<td>Bodily Injury and Property Damage: (including</td>
</tr>
<tr>
<td>Environmental Impairment Coverage or Pollution coverage endorsement)</td>
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<tr>
<td>$2,000,000 aggregate</td>
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<tr>
<td>Professional Liability Errors &amp; Omissions: (including</td>
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<td>Environmental Impairment Coverage or Pollution coverage endorsement)</td>
</tr>
<tr>
<td>$2,000,000 limit</td>
</tr>
<tr>
<td>Automobile Liability:</td>
</tr>
<tr>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

14. Suspension and Termination.
(a) Client may terminate this Agreement for cause if Sigma breaches a material term of this Agreement and fails to commence and continue action to cure the breach within seven (7) days of Sigma’s receipt of Client’s written notice of termination, which termination notice shall describe with particularity the breach all other material information relating thereto. In such event, upon payment of any amounts properly due Sigma, all finished or unfinished documents, photos, or any other materials related to the Services prepared by Sigma under this Agreement shall, at the option of the Client, become the property of the Client. Notwithstanding the above, Sigma shall not be relieved of liability to the Client for damages sustained by the Client, and Client may withhold any payments to Sigma for the purpose of set off until such time as the exact amount of damages due to Client form Sigma is determined.

(b) Sigma may suspend the Services, in whole or in part, under any Work Authorization if payment on any invoice is not made in full within thirty (30) forty-five (45) days when due or in the event of a Force Majeure condition, as prescribed in Section 15 below. Sigma will return to work within a reasonable time after payment of the outstanding invoice(s) giving rise to the suspension or resolution of the event or cause giving rise to the Force Majeure.

(c) The Village may terminate this Contract at any time for any reason by giving at least (10) days’ notice in writing from the Village to Sigma. If the Contract is terminated by the Village as provided herein, Sigma 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 Sigma 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 Sigma, Section 14(a), relative to termination, shall apply.

(d) Sigma may terminate this Agreement and any outstanding Work Authorization if (i) the Services under any Work Authorization are suspended for more than thirty (30) forty-five (45) consecutive days, (ii) Sigma reasonably believes, in Sigma’s sole decision, that Client is withholding information from Sigma, is not cooperating with Sigma or is hindering Sigma’s performance of its obligations under this Agreement or is in violation of laws and is not willing to take appropriate or sufficient corrective action, (iii) if a payment on an invoice is not made in full within thirty (30) forty-five (45) days when due or (iv) Client breaches a material term of this Agreement. Sigma shall give Client seven (7) days’ written notice of Sigma’s intent to terminate the Agreement and any outstanding Work Authorization. Client shall have an opportunity to fully cure the alleged condition, default or breach giving rise to the termination within said seven (7) day period.

15. Force Majeure.
Sigma shall not be responsible for any suspension, delay or failure to perform if such suspension, delay or failure is caused by an occurrence beyond Sigma’s reasonable control, including, but not limited to, Site conditions, Hazardous Wastes, acts of God, acts or omissions of Client or anyone for whose acts or omissions Client may be responsible, Client’s breach of this Agreement, government or other regulatory orders, changes in the Services, changes in applicable law, war, legal disputes, rebellion, sabotage or riots, theft or floods, weather, fires, explosions, or other catastrophes. Sigma shall be entitled to an extension of time to perform the Services in a duration at least equal to the length of any suspension or delay caused by a foregoing type of condition. Client shall pay Sigma all costs and damages attributable to any suspension or delay not caused by Sigma.

16. Sigma As Independent Contractor.
Sigma, in performing the Services, shall be deemed to be an independent contractor and not an agent or employee of Client.

17. Assignment of Agreement.
Client shall not assign this Agreement in whole or in part without the prior written consent of Sigma, which consent shall not be unreasonably withheld. Any assignment not made in accordance with this Agreement shall be void.

Sigma may not subcontract any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Sigma of any of its obligations to Client under this Agreement.

Obligations of the parties under this Agreement shall survive termination or suspension of the Services or this Agreement.

20. Entire Agreement.
This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Sigma. There are no third party rights or benefits under this Agreement, except as explicitly noted in this Agreement.

21. Successors and Assigns.
This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

22. Notices.
Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, commercial delivery services, in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

This Agreement and any disputes arising thereunder shall be governed by the laws of the State of Wisconsin without giving effect to provisions of law that would result in the application of the substantive law of any other state.

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

25. Reports and Ownership of Documents.
Upon payment in full to Sigma for all Services, Sigma shall furnish one (1) copy of each report required to be produced by Sigma to Client. Additional copies shall be furnished for the cost of copying. With the exception of such report(s) to Client, all other documents and information relating to the preparation of the report(s), including, but not limited to, notes, support data, text data, memoranda and other preparation materials are and remain the property of Sigma.

As required by the Wisconsin Construction Lien Law, Sigma hereby notifies Client that persons or companies furnishing labor or materials for the construction on Client’s land may have lien rights on Client’s land and buildings if not paid. Those entitled to lien rights, in addition to Sigma, are those who contract directly with the Client or those who give the Client Notice within 60 days after they first furnish labor or materials for the construction. Accordingly, Client probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Sigma agrees to cooperate with Client and the Client’s lender, if any, to see that all potential lien claimants are duly paid.

27. Counterparts.
This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

28. Further Assurances.
Sigma and Client each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the other Party, all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either Party hereto for the purpose of or in connection with consummating the Services described herein.

29. Dispute Resolution.
(a) All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, shall be, at Sigma’s sole discretion, subject to binding arbitration. If arbitration is elected by Sigma, then such arbitration shall be held in accordance with, at Sigma’s sole discretion, Wis. Stats. Chapter 788 before an arbitrator mutually agreeable to either parties or the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(b) The forum and venue for any arbitration or litigation shall be Milwaukee County, Wisconsin. Sigma’s preservation and/or perfection of its lien rights, including the commencement of a foreclosure action relating the same, shall not be deemed a waiver of Sigma’s right to arbitration.

(c) In no event shall a demand for arbitration or commencement of litigation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of Services, whichever date shall occur earlier.

30. Testimony.
Sigma agrees that, at the request of Client, the persons performing the Services under this Agreement shall be made available as consultants or witnesses, at 2.0 times the Hourly Rate Schedule, in any litigation, hearing or proceeding to explain or defend, as appropriate, any aspect of methods used by Sigma, or results or conclusions developed in connection with Sigma’s Services described in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Sigma and on behalf of Client as of the date first above written.

Firm: Village of Sussex

Signature: ____________________________

Name (please print): Kenneth Zawadowski

Title (please print): Principal

Date: ____________________________

THE SIGMA GROUP, INC.

Signature: ____________________________

Name (please print): ____________________________

Title (please print): ____________________________

Date: ____________________________
This Work Authorization is entered into by and between The Sigma Group, Inc. ("Sigma") and Village of Sussex ("Client"). This Work Authorization incorporates by reference the Agreement entered into by the Parties dated March 28th, 2019 (the "Agreement"). The Agreement is hereby amended and supplemented as follows:

Site: 2019 Village Park Utility Extensions and Roadway Improvements

General Description of Basic Services.

Client hereby authorizes Sigma to perform and complete the following Service(s):

1. Those Services contained in Sigma’s proposal dated March 5, 2019, which is attached hereto and incorporated herein by this reference #18411.

Compensation.

1. Construction Inspection — T&M
2. Survey Staking — T&M
3. As-Built Record Drawings — T&M

Other Terms. [Insert any other terms specific to the work authorization, i.e., dates of performance.]

Firm:

Signature:

Name (please print):

Title (please print):

Date:

THE SIGMA GROUP, INC.

Signature: [Signature]

Name (please print): [Name]

Title (please print): [Title]

Date: [Date]
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 reason 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 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 of 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 judgement of a court having jurisdiction in the matter requiring release of such records.
MEMORANDUM

To: Public Works Committee
From: Judith A. Neu, Village Engineer
Date: March 28, 2019

Good Hope:
• Contractor plans to be back on site in early April, weather permitting, to complete the sidewalks, signs, pavement markings, tree planting and lawn restoration, with the goal of completion by mid-May.

Radium:
• The new well has been drilled to its final depth of 1305 feet. Blasting for well development took place on March 26, 2019. Crews are removing sediment from blasting operations and then will begin compression / decompression development operations to further open the formations.
• Test pumping will begin the week of April 8th and will take about 1 week to complete. The well driller will then demobilize the week of April 14th and be back for restoration when the building extension has progressed sufficiently to allow that work to be done.
• The interior masonry walls are complete, painting is done except the process piping, windows are done. Making good progress on the installation of mechanical, electrical and process improvements. Staff will continue to update the DNR on our progress.

Village Park Utility Extensions and Road Improvements:
• Construction is scheduled to begin in mid-April, with completion by the end of June.
• Park access will be via Sunset Drive while the utility and road improvements are taking place. The access road into the Park from Sunset Drive has been improved. Directional signage has been ordered.

Maple Avenue:
• Design work continues. Neighborhood meeting is scheduled for April 11th to discuss the preliminary plans with property owners.

Madeline Park / Depot:
• Interior painting is progressing nicely. The remainder of the exterior work including concrete, asphalt, striping, grading, and restoration will begin in mid-April (as weather permits) with final grading and restoration planned for mid-May.

Developments:
• Ancient Oaks: Private utility work is scheduled to start as soon as spring weight restrictions are lifted, and will take 1 month to complete. Immediately following will be curb, paving and sidewalk construction.
• Bastings Farm: Road, utility and storm water plans have been approved. Construction is expected to start soon.
• Sussex Preserve Phase 2: Road, utility and storm water plans have been revised. Review pending.