



CITY OF WAUWATOSA
BUDGET AND FINANCE COMMITTEE
AGENDA • MARCH 10, 2015

Regular Meeting
Committee Room #2
7:00 PM

7725 West North Avenue, Wauwatosa, WI 53213

PLEASE NOTE: The items on this agenda may be revised before the time of the Common Council meeting, some items may be removed and others added prior to the completion of the final Common Council agenda. The final agenda will be available in the City Clerk's office and on the city website at www.wauwatosa.net. It is anticipated that each item listed on the agenda may be discussed, referred or acted upon unless it is noted in the specific agenda item that no action is contemplated.

BUDGET AND FINANCE COMMITTEE ITEMS

Reserve for Contingencies

1. Memo from the Director of Public Works regarding Streetscape Selection Committee (SSC) recommendation regarding the hiring of a consultant to guide the planning and design process in the Village and a recommendation of how to pay for their services
2. Memo from the Water Superintendent recommending the City enter into a municipal agreement with the DOT for the Center Street Bridge project
3. Memo from the Water Superintendent forwarding a contract proposal with the DOT for a project at Wisconsin Avenue and US Hwy. 45
4. Memo from the Water Superintendent recommending a contract addendum for the DOT Wisconsin Avenue Bridge project
5. Memo from the Director of Public Works requesting consideration of a Pilot Program of having a Contractor Perform Locating Services for the City's Street Light and Traffic Signal Cables
6. Memo from the Finance Director recommending additional 2014 General Fund carryover for Economic Development Grants
7. Memo from the Assistant City Engineer regarding Innovation Campus – design and construction services for roadway, utilities, and lighting for the east development area
8. An Ordinance amending Sections of Title 6, Business License and Regulations, of the Wauwatosa Municipal Code, regarding late filing fees for certain license applications
9. Vouchers
10. *Memo from the Finance Director on behalf of the Development Team regarding TIF 7 Burleigh Triangle financial projections

***Committee may convene into closed session per Wisconsin Statutes 19.85 (1)(e), deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and may reconvene into open session.**

Future Budget & Finance Committee items

- Five-year forecast update
- Sale of TIF 6 community development bonds
- Staff recommendation on building condition assessment
- 2014 year-end results

Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format, must contact the City Clerk at voice telephone 479-8917 or TTY 471-8484 (City Hall, 7725 W. North Avenue, Wauwatosa, Wisconsin 53213) for accommodations. Requests for accommodations for meetings should be made at least three (3) business days prior to the meeting. Every effort will be made to arrange accommodations for all meetings; so please give the City Clerk as much advance notice as possible.

CITY OF WAUWATOSA
MEMO



To: **Budget and Finance Committee**

From: **William Porter**

Date: **March 06, 2015**

Subject: **Memo from the Director of Public Works regarding Streetscape Selection Committee (SSC) recommendation regarding the hiring of a consultant to guide the planning and design process in the Village and a recommendation of how to pay for their services**

A. Issue

A Request for Proposals (RFP) was issued to procure the services of a planning and design consultant to guide the Streetscape Selection Committee, and ultimately the Common Council in the implementation of the major goals for the Village as outlined in the Village Strategic Plan. After interviews and deliberation, the SSC is making a recommendation to the Budget and Finance Committee regarding the selection of consultant and a methodology to pay for the design and planning effort.

B. Background/Options

Pursuant to approval of the Common Council via resolution R-15-19, a RFP was issued to interested firms that have expertise in this type of work. Six responses were received and they are summarized in the spreadsheet that is attached as Appendix A.

The six proposals were reviewed by the SSC at the February 19th meeting and ranked according to specific selection criteria contained in the RFP. A sample of the ranking sheet is attached to this memo as Appendix B.

At that time a decision was made to interview the three top ranked firms, however, it was also determined that all proposals exceeded the SSC's budget expectations. As such, revised fee proposals were requested from the three firms selected for interviews. The SSC guidance to the firms regarding the revised proposals was to look at the following modifications:

- Suggest ways to streamline the public participation component of the process.
- Reduce the number of Village intersections studied from 8 to 6.
- Reduce scope to take Pocket Park and Root Common designs through design development stage in lieu of full construction drawings.
- Limit construction drawings for streetscaping to the State Street Corridor in lieu of the whole Village. The entire Village will still have an overall streetscaping plan developed, but it will only be through the design development stage.

- It was clarified that the wayfinding component of the work is limited to coordination only and that there is no requirement to produce construction drawings.
- It was also clarified that for the intersections being studied, construction drawings are not a requirement and that the consultant's role will be to gain consensus on dimensions, curb radii, refuge island dimensions, bike lanes, (or not), and turn lane lengths. A striping plan should be included as well.

Based on the modified scope of services, the three firms selected for consideration submitted revised proposals. These proposals were received in advance of the SSC meeting on February 25, 2015. A spreadsheet detailing the revised costs is attached as Appendix C.

At the February 25th meeting, the three firms interviewed gave a 20 minute presentation followed by a 20 minute question and answer session with the SSC. After the interview an additional 20 minutes were set aside for SSC deliberations.

At the conclusion of the interviews, the SSC discussed each proposal and ranked them according the selection criteria. A copy of the second ranking sheet is attached as Appendix D. In addition each member simply ranked the firms from one to three based on preference. Based on the SSC discussions as a group, and the rankings, the team of GAI, Ken Saiki Design, Martinsek Associates, Peak Democracy, and Wisconsin Bike Federation was the unanimous first choice of the Committee.

Their initial proposal cost was \$319,499. After review and modifications based on requests from the SSC, and their own internal review, their revised proposal was \$250,248, or \$69,251 less than the initial proposal. How these savings were achieved is detailed at the bottom of the GAI revised fee proposal as shown in Appendix E.

While this figure was the highest cost of the three firms interviewed, clearly the SSC expressed excitement over what this team can bring to the table. During SSC deliberations, some of the comments related to GAI et al are summarized below:

- A number of SSC members commented on the outstanding job on managing an open and inclusive public input process this team had done for Milwaukee County on the Menomonee River Parkway reconstruction project. This element was reference checked with the County and found to be an accurate representation of the County's opinion of the GAI et. al. services.
- Additional comments were made that having some visual continuity for State Street to build on from the Menomonee River Parkway project was a plus.
- The team created the most excitement on the Committee regarding their ability to have a great vision for the Village.
- Team Statements resonated with the Committee. Examples follow:
 - o Public input before professional output"

- o “Process first, design second”
 - o “ Solution is derivative of the place”
 - o “Transparency is key to public support”
 - o “ Consensus, Context, Constructability, Cost”
- Of all three shortlisted firms, there was consensus that the GAI team was the most committed to a “complete streets” solution.
 - There was also general agreement that the landscaping component of their team was the strongest of the three proposers.
 - The GAI team emphasized the importance of attention to detail that can move a good design to a great design.

For the reasons listed above, the 12-0 vote of the Streetscape Selection Committee was to retain the GAI team for this project.

At the same time it was recognized that while the GAI proposal cost was in the middle of the overall range of costs submitted, it remained the most costly proposal of the three shortlisted firms. This issue was discussed with the GAI team during the interview, and they stated that they were willing to work with staff and Committee to further streamline their proposal to reduce their price.

Over the past week that discussion with staff has occurred, and as a result the GAI team proposal now stands at \$216,780, a \$102,719 reduction from their first submittal of \$319,499. This latest reduction was achieved by the actions as outlined in the spreadsheet and narrative shown in Appendix F.

In reviewing the actions taken by GAI to achieve these further cost savings, staff’s concern, shared by some SSC members, is that this further reduction may be taking away some of the fabric of the proposal such that the key elements as contained in the RFP will be given short shrift. As such, it is recommended that the Budget and Finance Committee award the contract based on the initial revised proposal cost of \$250,248. Please note that this figure does not include the optional expense for Peak Democracy which is the social media component of the GAI proposal. That additional cost would be \$13,200.

The \$250,248 revised cost still represents a reduction of \$69,251 off of the original proposal cost.

In discussions with GAI, their representatives have stated an ongoing willingness to work with the SSC to continue to adjust scope to meet the project’s needs, and if at the end of the day the City comes out with a credit, then that would be to the good.

While there is no question that this is a lot of money, the context for this expense is that at the conclusion of this effort, the City will have a comprehensive, consensus based, publically vetted, roadmap that will

achieve the goals set forth in the Village Strategic Plan, and guide the investment of approximately \$7,000,000 of public investment, and an equally significant amount of private investment in the Village in the coming years.

C. Fiscal Impact

At the Budget and Finance Committee hearing on January 13, 2015, when the new approach to the Village intersections and the issuance of the Village Planning and Streetscape RFP was presented, there was also a discussion about how to pay for this work. Since this new approach to the Village planning and streetscape issues was taken after the 2015 Budget was finalized, it is necessary for the Budget and Finance Committee to approve the methodology of how to pay for the work. The options as discussed with Committee on January 13th are as outlined below:

1. Re-direct \$30,000 in 2015 Operating Budget funds initially set aside for the Village and North Ave parking study to the Streetscape and Planning Study.
2. Use the funds in CIP Project# 9002, the Village Strategic Plan Improvements for the balance of the work.
3. Take funds from the Reserve for Contingency account to pay for this project.

After some dialog, the sense of the Budget and Finance Committee was to combine options 1 and 2 to pay for the project. This approach was reviewed with the SSC and it was the sense of the SSC Committee that this methodology be presented to the Budget and Finance Committee as the way to move the project forward and stay on our timeline.

It should be noted that the use of funds from CIP #9002 represents the use of bond funds. If they are used for a planning study, the outcome must result in a construction project with the assets being constructed having a useful life of more than 10 years. Since in this case, the assets are street and utility infrastructure improvements having a useful life of 40-50 years or more, that issue is a moot point.

Having said that, it should also be stated for the record that using these funds for this purpose will draw down the funds available in the CIP for construction in the Village. Specifics on what these funds will be used for are unknown as that will be dependent on the recommendations forthcoming from the Committee. Examples could be additional streetscaping beyond the State Street corridor, renovations to Root Common, Pocket Park, and full implementation of the wayfinding signage plan.

To utilize the funds in the parking meter study will require a level three fund transfer in the amount of \$30,000 from account number 01-321-5980-035 to account 01-321-5810-000 with the balance of the funds coming from account 03-144-5980-000 in CIP project 9002. This action will leave approximately \$1,450,000 set aside for Village improvements in the 2015-2019 timeframe. Of this amount it is likely that \$500,000-\$700,000 will be required for the completion of the wayfinding signage plan approved by Council. It is likely that these costs will be spread over several years.

Lastly, for the benefit of the Budget and Finance Committee, the State Street CIP #1106, already has \$500,000 allocated to pay for streetscape improvements outside the funding discussed in the previous paragraph.

D. Recommendation

The recommendation of the SSC is to award a contract in the amount of \$250,248 to the team of GAI et al. The funds to pay for this work will be the \$30,000 in the parking meter study that are requested for approval as part of a level three fund transfer, and the balance of \$220,248 from the Village Strategic Plan CIP# 9002.

attachment

cc: James Archambo, City Administrator
Alan Kesner, City Attorney
Paulette Enders, Development Director
John Ruggini, Finance Director
Bill Wehrley, City Engineer
Streetscape Selection Committee
Mike Steiner, Assistant City Engineer
David Jaeckels, Project Manager
Marion Sodnik, Management Analyst

APPENDIX A

City of Wauwatosa
 Request for Proposal - Professional Design Services/Planning and Streetscape
 Responses received: February 12, 2015 at 11:01 A.M.
 Opened by: Laurel Anne Schleimer, CPPB
 Purchasing Coordinator

<u>Consultant</u>	<u>Amount</u>
RDG Planning and Design in association with Arc-Int Architecture and Baxter Woodman Des Moines, IA	\$159,000.00 *
Mead & Hunt Wauwatosa, WI	\$185,797.00
SAA Design Group in association with Ayres Associates and CE Planning Studio Madison, WI	\$225,341.00
KSA Consultants Wauwatosa, WI	\$310,245.76
GAI Consultants in association with Martinsek & Associates, Peak Deocracy, Ken Saiki Design Inc, Wisconsin Bike Fed Germantown, WI	\$319,499.00
Terra Engineering and The Lakota Group in association with Powrtek Engineering, Inc. and Ayres and Associates Milwaukee, WI	\$644,495.00

* RDG's proposal price above does not includes \$10,000 - \$15,000 in reimburseable expenses

Non-Submittal Statements Received from:

Kubala-Washatko Architects, Inc.
 Stantec

APPENDIX B

APPENDIX C

City of Wauwatosa
 Request for Proposal - Professional Design Services/Planning and Streetscape
Revised Responses From Short Listed Consultants
 Received February 25, 2015 at 2:00 PM

<u>Consultant</u>	<u>Revised Amount</u>
SAA Design Group in association with Ayres Associates and CE Planning Studio Madison, WI	\$137,295.00
Mead & Hunt Wauwatosa, WI	\$145,172.00
GAI Consultants in association with Martinsek & Associates, Peak Deocracy, Ken Saiki Design Inc, Wisconsin Bike Fed Germantown, WI	\$274,557.00

APPENDIX D

APPENDIX E

**City of Wauwatosa-The Village in Wauwatosa Planning
and Streetscaping
Total Fee Proposal-Adjusted for Interview**

Village in Wauwatosa Streetscaping and Planning		Original Fee Adjusted Amount
Task		
Task 1-Intersections and Street Configuration		
	Concepts, Design and Deliverable	\$77,508 reduction to \$64,508
	Allowances (Ayres and Associates)	\$9,000
	Expenses (not including traffic counts)	\$13,609 reduction to \$2,000
Task 2-Streetscaping		
	Concepts, Design and Deliverable	\$72,976 reduction to \$66,606
	Expenses	\$1,400
Task 3-Root Common and Pocket Park		
	Concepts, Design and Deliverable	\$59,612 reduction to \$48,134
	Expenses	\$1,600
Total Base Design and Deliverable Fee-Task 1-3		\$235,705 reduced to \$193,248
Task 1-3: Community Outreach Program (Stakeholder, Public, Committee Meetings)		\$83,794 reduction to \$57,000
Total Base Project Fee: Task 1-3*		\$319,499 reduced to \$250,248
Optional Items		
	Traffic Counts	\$11,109
	Peak Democracy, Social Media	\$13,200
Total Base Project Fee with optional items*		\$274,557

As originally defined and scoped based upon the original request for proposal and clarification; the total project included approximately 27 meetings including Public Outreach Meetings. The original total project fee was \$319,499 based on these requirements. Following the email on February 20th notifying our team of an interview, the Committee asked for various cost saving measures including reducing costs and/or reducing scope. The above table shows these savings, with the reductions based upon the following:

- ▶ General Savings based upon shifting of administration time and project management time shifted to production staff: \$6,000 (Task 1)

Task 1 Reductions Include |

- ▶ Eliminating the study of two intersections: \$7,500
- ▶ Since Traffic Counts was not required, but we believe desired, we moved this cost to optional items (\$11,109).
- ▶ Additional savings could be recognized when define the exact output we would receive from \$9,000 allowance.

Task 2 Reductions Include |

- ▶ Cost reduced by \$6,370 by requiring streetscape construction drawings only on State Street, and not throughout Village.

Task 3 Reductions Include |

- ▶ Cost reduced by \$11,478 by taking the park designs only through design development.

Community Outreach Savings | We already had some savings identified in the original fee by combining the public outreach meetings for the first two phases, so we had 4 public meetings originally. We also outlined some additional savings that could be achieved within our approach, including multiple day workshops, but in the spirit of following the original RFP, our original costs did not recognize these additional cost saving measures. With the new request from the committee to identify these savings we identify the following savings.

- ▶ Three progressive workshops over 2-3 days each, which will include (some individual) stakeholder, staff, committee and public meetings with walking audits.
- ▶ One kick-off meeting each with stakeholders, committee and staff.
- ▶ Still included 5 monthly committee meetings.
- ▶ Two additional meeting, with BID, committee, stakeholder or similar.
- ▶ Removed the social media costs from Peak Democracy from a required item to optional item. This cost can vary depending on need and desire of committee.
- ▶ **Total Community Outreach Cost Savings recognized is \$26,794.**

APPENDIX F

**City of Wauwatosa-The Village in Wauwatosa Planning
and Streetscaping
Total Fee Proposal-Adjusted for Interview
and March 2nd Scope Clarification**

	Original Fee
	Adjusted Amount
Village in Wauwatosa Streetscaping and Planning	
Task	
Task 1-Intersections and Street Configuration	
Concepts, Design and Deliverable	\$77,508 reduction to \$52,092
Allowances (Ayres and Associates)	
Expenses (not including traffic counts)	\$13,609 reduction to \$2,000
Task 2-Streetscaping	
Concepts, Design and Deliverable	\$72,976 reduction to \$56,764
Expenses	\$1,400
Task 3-Root Common and Pocket Park	
Concepts, Design and Deliverable	\$59,612 reduction to \$45,924
Expenses	\$1,600
Total Base Design and Deliverable Fee-Task 1-3	\$235,705 reduced to \$159,780
Task 1-3: Community Outreach Program (Stakeholder, Public, Committee Meetings)	\$83,794 reduction to \$57,000
Total Base Project Fee; Task 1-3*	\$319,499 reduced to \$216,780
Optional Items	
Traffic Counts	
Peak Democracy, Social Media	\$13,200
Total Base Project Fee with optional items*	\$229,980
Total Base Project Fee, if Park and Intersection 5 and 8 designs are brought through Initial 3 concepts and initial outreach and committee meetings only	\$205,980

As originally defined and scoped based upon the original request for proposal and clarification the total project included approximately 27 meetings including Public Outreach Meetings. The original total project fee was \$319,499 based on these requirements. Following the email on February 20th notifying our team of an interview, the Committee asked for various cost saving measures including reducing costs and/or reducing scope. The

General Savings based upon shifting of administration time and project management time shifted to production staff: \$6,000 (Task 1)

Task 1 Reductions Include:

Eliminating the study of two Intersections: \$7,500
 Since Traffic Counts was not required, but we believe desired, we moved this cost to optional items (\$11,109).
 Additional savings could be recognized when define the exact output we would receive from \$9,000 allowance.

Task 2 Reductions Include:

Cost reduced by \$6,370 by requiring streetscape construction drawings only on state street, and not throughout Village.

Task 3 Reductions Include:

Cost reduced by \$11,478 by taking the park designs only through design development.

Community Outreach Savings:

We already had some savings identified in the original fee by combining the public outreach meetings for the first two phases, so we had 4 public meetings originally. We also outlined some additional savings that could be achieved within our approach, including multiple day workshops, but in the spirit of following the original RFP our original costs did not recognize these additional cost saving measures. With the new request from the committee to identify these savings we identify the following savings.

Three progressive workshops over 2-3 days each, which will include (some individual) stakeholder, staff, committee and public meetings with walking audits.
 One kick-off meeting each with stakeholders, committee and staff.
 Still included 5 monthly committee meetings.

Two additional meeting, with BID, committee, stakeholder or similar.
 Removed the social media costs from Peak Democracy from a required item to optional item. This cost can vary depending on need and desire of committee.

Total Community Outreach Cost Savings recognized is \$26,794.



February 27th Clarification

The reductions within the updated spreadsheet table include items from the original reduction, but now include scope reduction items based upon a staff meeting on February 27th. This meeting defined the scope items within the intersection task. The clarification for each of the project reductions and what is included is itemized below. The intersection numbering system refers to the "Project Element and Scope" map, dated January 24th, 2015. This numbering system coincides with the Village Intersection Plan conducted by Ayres and Associates.

- 1) Intersections 3 and 4 are removed from the engineering analysis. These intersections will remain in the same configuration or as designed as part of the Village Intersection Plan. No further drawings or analysis is needed at these intersections.
- 2) The construction of State Street in 2016, west of Wauwatosa Avenue, will be a re-surface and not a complete reconstruction. This will limit the ability for improvements and reconfigurations along State Street at the intersections west of Wauwatosa Avenue. It is understood that the recent improvements of the islands at Intersections 6 and 7 are to remain.
- 3) Intersection 1, 2, 6 and 7 will not require the initial concept drawings from 3 concepts to 2 concepts. Instead we will review the engineering design from the Village Intersection Plan and try and accommodate bike lane, multi-modal and pedestrian provisions along with new streetscape provisions. We will provide the updated geometrics for the intersection and submit for review and approval.
- 4) Intersections 5 and 8 will require the complete analysis of 3 concept submittals as originally proposed. The concepts within this area will require integration with the park planning and a follow-up with the committee to two concepts prior to providing design developments. We anticipate this area requiring more feedback with the committee as this is an important area for the Village with no 2016 construction limitations.
- 5) No traffic counts are required.
- 6) It is our understanding that the allowance for Ayres and Associates for \$9,000 was to include review of the designs for FDM compliance, along with Bike and Pedestrian Facilities. This is a duplication of effort as we believe this should be completed as part of our analysis with any revisions we make to the original concepts as defined

above. Because of this, we are eliminating the need for the \$9,000 allowance and instead we will work with Ayres to obtain the drawings and have a meeting to bring us up to speed on the background.

- 7) The streetscape improvements east of Wauwatosa Avenue may be limited by right of way and floodplain constraints, even though this is an area of complete reconstruction. In this area we may be limited to sidewalk improvements and streetscaping that may tie into the Hart Park Plan (Lannon Stone Wall). We can provide two concepts in this area, and all areas along State Street, instead of the initial three concepts required. This savings is reflected in the new streetscaping cost.
- 8) The fee's stated within the table assume no floodplain modeling will be required as part of our planning or streetscaping efforts.
- 9) The aggressive schedule does not impact the cost; however, we have separated out portions of the planning in the area surrounding the parks and intersections 5 and 8. We understand that this is a very important area that will not require an aggressive schedule due to the construction of State Street. Upon review of the three concepts of the intersections and Pocket Park and Root Common, we can meet with the Committee and discuss additional options and concerns and provide additional analysis as required outside the scope of this project.

CITY OF WAUWATOSA
MEMO



To: **Budget and Finance Committee**

From: **James Wojcehowicz**

Date: **March 06, 2015**

Subject: **Memo from the Water Superintendent recommending the City enter into a municipal agreement with the DOT for the Center Street Bridge project**

A. Issue

Enter into a cost sharing Municipal Agreement with the Wisconsin Department of Transportation for the future water main relocation due to changes associated with the Center Street Bridge.

B. Background/Options

The water utility has been working with the Wisconsin Department of Transportation and Forward 45 to coordinate utility conflicts with the planned construction activity along the Zoo Freeway Project paving corridor and specifically the Center Street Bridge.

The preliminary engineer's water main construction estimate equals \$356,110. As part of the cost sharing agreement, the DOT is responsible for 90% of the construction expense with the Wauwatosa Water utility being responsible for 10% of the expenses. The Common Council approved a \$50,000 capital expenditure in the 2015 Water Utility Budget.

With the approval of the Common Council, the water utility entered into a professional services contract with GRAEF, USA for the water main engineering design work associated with the project. The total engineering expenses and staking estimated costs equals \$37,000. Other soft cost expenses include the preliminary construction inspection expenses estimated to be \$22,000. The water utility direct labor, equipment and material expenses are projected to be \$12,000.

C. Fiscal Impact

The DOT will be responsible for 90% of the expenses related to the water main relocation project. The Wauwatosa Water Utility's 10% share is planned for with a \$50,000 capital expenditure in the 2015 Water Utility Budget.

D. Recommendation

In the best financial interest of the water utility, we ask for your continued support of the Center Street water main alteration Municipal Agreement with the Wisconsin Department of Transportation as proposed.

AGREEMENT FOR PAYMENT
For Relocation or Replacement of Municipal Utility Facilities
Located on Public Held Land Required by Freeway Construction

Wisconsin Department of Transportation
 DT1575 7/2013 s.84.295(4m) Wis. Stats.

Municipal Utility Owner Wauwatosa Water Utility	
Project Description – Include	Project ID(s)
Title: Zoo IC - Center Street Bridge	Design: 1060-33-07
Limits: Over USH 45	Construction: 1060-34-84
Highway: USH 45	Right of Way: 1060-33-26
County: Milwaukee	UA No.: 632
	Utility: 1060-42-40

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, designated as the "DEPARTMENT," and the above-identified municipal utility, designated as the "MUNICIPAL UTILITY," for the payment for the relocation or replacement of certain municipal utility facilities on publicly held lands as required by the construction of the freeway project identified above.

For and in consideration of the acceptable relocation or replacement of the MUNICIPAL UTILITY facilities presently located on publicly held lands which must be modified to accommodate the construction of the above-identified freeway, the DEPARTMENT will pay an amount equal to 90% of the net cost incurred by the MUNICIPAL UTILITY for the actual removal, relocation, alteration or other rearrangement of the MUNICIPAL UTILITY facilities situated on the lands required to restore equivalent function as necessary and in kind, if feasible, of the affected segment of the MUNICIPAL UTILITY facility.

The work covered by this Agreement is set forth and made a part of the attached Exhibit. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination, if necessary, with the companion highway work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal MUNICIPAL UTILITY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the MUNICIPAL UTILITY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement.

It is further understood that:

- All salvage shall be credited to the project in the manner prescribed under the MUNICIPAL UTILITY's accounting procedure for work undertaken at the expense and volition of the MUNICIPAL UTILITY. When recovered materials are to be disposed of by sale as scrap, the MUNICIPAL UTILITY shall either have filed with the DEPARTMENT an acceptable statement outlining the MUNICIPAL UTILITY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
- A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated in accordance with s.645.117(h)(2) of the Code of Federal Regulations, Title 23. The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
- Work under this Agreement shall not start until the MUNICIPAL UTILITY has received written notice from the DEPARTMENT to proceed with the work. The MUNICIPAL UTILITY shall give prior notice to the appropriate DEPARTMENT Regional Transportation Office when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this Agreement must be covered by a written change order or any extra work order. **It is expressly understood and agreed that any work done by the MUNICIPAL UTILITY prior to authorization by the DEPARTMENT shall be at the MUNICIPAL UTILITY's sole expense.**

The MUNICIPAL UTILITY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the MUNICIPAL UTILITY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the Regional Director's prior approval.

The MUNICIPAL UTILITY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any MUNICIPAL UTILITY subcontractor if the work is performed in that manner.

The MUNICIPAL UTILITY agrees to maintain all records of costs incurred that are covered by this Agreement for a period of 3 years from the date of final payment for inspection by the DEPARTMENT and the Federal Highway Administration.

- Upon completion of the work contemplated under this Agreement, the MUNICIPAL UTILITY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the MUNICIPAL UTILITY custodian of such records. Invoice shall be submitted within one year of the completion of the companion highway project.

The MUNICIPAL UTILITY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, and to offer prompt support for any item cited for review or be deemed to concur in the item's deletion or correction. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the agreed upon work including all damages, costs and expenses incurred by the MUNICIPAL UTILITY and arising from or necessitated by the work.

The MUNICIPAL UTILITY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the MUNICIPAL UTILITY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

- 5. In connection with the performance of work under this contract, the MUNICIPAL UTILITY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the MUNICIPAL UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPAL UTILITY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- 6. The execution of this Agreement by the DEPARTMENT shall not relieve the MUNICIPAL UTILITY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under sections 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No MUNICIPAL UTILITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

In accordance with section 84.295(4m)(d), Wisconsin Statutes, any entry upon or occupation of freeway right of way under this Agreement by a Metropolitan Sewerage District acting under section 66.24(5)(b), Wisconsin Statutes, shall be done in a manner acceptable to the DEPARTMENT.

- 7. The Agreement is not binding upon the parties until this document has been fully executed by the MUNICIPAL UTILITY and the DEPARTMENT.

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

WISCONSIN DEPARTMENT OF TRANSPORTATION

MUNICIPAL UTILITY

(Contract Manager) (Date)

(Print Name)

OFFICE OF THE GOVERNOR

(Governor of Wisconsin) (Date)

(Print Name)

(Company Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

CITY OF WAUWATOSA
MEMO



To: **Budget and Finance Committee**

From: **James Wojcehowicz**

Date: **March 06, 2015**

Subject: **Memo from the Water Superintendent forwarding a contract proposal with the DOT for a project at Wisconsin Avenue and US Hwy. 45**

A. Issue

Enter into a cost sharing Municipal Agreement with the Wisconsin Department of Transportation for future water main relocation due to changes associated with the Wisconsin Avenue Bridge and the Phase 2 freeway construction timeline.

B. Background/Options

The water utility has been working with the Wisconsin Department of Transportation and Forward 45 to coordinate utility conflicts with the planned construction activity along the Zoo Freeway Project paving corridor and specifically the Wisconsin Avenue Bridge. The Common Council approved the initial Municipal Agreement in 2014.

The estimated total cost of the "Phase 2" Wisconsin Avenue Bridge reconstruction is \$588,000. As part of the cost sharing agreement, the DOT is responsible for 90% of the construction expense, with the Wauwatosa Water utility being responsible for 10% of the expenses.

Future estimated costs associated with the water construction project are \$450,000, the engineering service is currently estimated to be \$54,000, other soft cost expenses include the preliminary construction inspection expenses are \$21,000 and water utility direct labor, equipment and material expenses are projected to be \$63,000.

C. Fiscal Impact

The DOT will be responsible for 90% of the expenses (estimated \$588,000) related to the water main relocation project. The Wauwatosa Water Utility's 10% share is estimated to be \$58,800 may be submitted as part of the water utility's 2016 budget proposal.

D. Recommendation

In the best financial interest of the water utility, we ask for your continued support of to the Municipal Agreement with the Wisconsin Department of Transportation as proposed.

MUNICIPAL AGREEMENT COST SUMMARY

City of Wauwatosa Water Utility
Water Relocations

Project Name: Zoo IC – Zoo Interchange Phase 2
Construction Project ID: 1060-33-81
Date: 03/03/15

Cost Share (10% Local Share / 90% State Share) per ss.8A.295

<u>Item</u>	<u>Cost</u>
Engineering Services	\$ 54,000.00
Construction Estimated Expenses	\$ 450,000.00
Inspection	\$ 21,000.00
Water Utility Expenses	\$ 63,000.00
<hr/>	
Total:	\$ 588,000.00
LOCAL SHARE (10%)	\$ 58,800.00
STATE SHARE (90%)	\$ 529,200.00

AGREEMENT FOR PAYMENT
For Relocation or Replacement of Municipal Utility Facilities
Located on Public Held Land Required by Freeway Construction

Wisconsin Department of Transportation
 DT1575 7/2013 s.84.295(4m) Wis. Stats.

Municipal Utility Owner Wauwatosa Water Utility	
Project Description – Include	Project ID(s)
Title: Zoo IC - Zoo Interchange Phase 2	Design: 1060-33-07
Limits: Zoo Interchange	Construction: 1060-33-81
Highway: USH 45	Right of Way: 1060-33-25
County: Milwaukee	UA No.: 632
	Utility: 1060-39-48

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, designated as the "DEPARTMENT," and the above-identified municipal utility, designated as the "MUNICIPAL UTILITY," for the payment for the relocation or replacement of certain municipal utility facilities on publicly held lands as required by the construction of the freeway project identified above.

For and in consideration of the acceptable relocation or replacement of the MUNICIPAL UTILITY facilities presently located on publicly held lands which must be modified to accommodate the construction of the above-identified freeway, the DEPARTMENT will pay an amount equal to 90% of the net cost incurred by the MUNICIPAL UTILITY for the actual removal, relocation, alteration or other rearrangement of the MUNICIPAL UTILITY facilities situated on the lands required to restore equivalent function as necessary and in kind, if feasible, of the affected segment of the MUNICIPAL UTILITY facility.

The work covered by this Agreement is set forth and made a part of the attached Exhibit. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination, if necessary, with the companion highway work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal MUNICIPAL UTILITY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the MUNICIPAL UTILITY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement.

It is further understood that:

- All salvage shall be credited to the project in the manner prescribed under the MUNICIPAL UTILITY's accounting procedure for work undertaken at the expense and volition of the MUNICIPAL UTILITY. When recovered materials are to be disposed of by sale as scrap, the MUNICIPAL UTILITY shall either have filed with the DEPARTMENT an acceptable statement outlining the MUNICIPAL UTILITY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
- A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated in accordance with s.645.117(h)(2) of the Code of Federal Regulations, Title 23. The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
- Work under this Agreement shall not start until the MUNICIPAL UTILITY has received written notice from the DEPARTMENT to proceed with the work. The MUNICIPAL UTILITY shall give prior notice to the appropriate DEPARTMENT Regional Transportation Office when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this Agreement must be covered by a written change order or any extra work order. **It is expressly understood and agreed that any work done by the MUNICIPAL UTILITY prior to authorization by the DEPARTMENT shall be at the MUNICIPAL UTILITY's sole expense.**

The MUNICIPAL UTILITY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the MUNICIPAL UTILITY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the Regional Director's prior approval.

The MUNICIPAL UTILITY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any MUNICIPAL UTILITY subcontractor if the work is performed in that manner.

The MUNICIPAL UTILITY agrees to maintain all records of costs incurred that are covered by this Agreement for a period of 3 years from the date of final payment for inspection by the DEPARTMENT and the Federal Highway Administration.

- Upon completion of the work contemplated under this Agreement, the MUNICIPAL UTILITY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the MUNICIPAL UTILITY custodian of such records. Invoice shall be submitted within one year of the completion of the companion highway project.

The MUNICIPAL UTILITY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, and to offer prompt support for any item cited for review or be deemed to concur in the item's deletion or correction. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the agreed upon work including all damages, costs and expenses incurred by the MUNICIPAL UTILITY and arising from or necessitated by the work.

The MUNICIPAL UTILITY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the MUNICIPAL UTILITY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

- 5. In connection with the performance of work under this contract, the MUNICIPAL UTILITY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the MUNICIPAL UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPAL UTILITY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- 6. The execution of this Agreement by the DEPARTMENT shall not relieve the MUNICIPAL UTILITY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under sections 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No MUNICIPAL UTILITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

In accordance with section 84.295(4m)(d), Wisconsin Statutes, any entry upon or occupation of freeway right of way under this Agreement by a Metropolitan Sewerage District acting under section 66.24(5)(b), Wisconsin Statutes, shall be done in a manner acceptable to the DEPARTMENT.

- 7. The Agreement is not binding upon the parties until this document has been fully executed by the MUNICIPAL UTILITY and the DEPARTMENT.

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

WISCONSIN DEPARTMENT OF TRANSPORTATION

MUNICIPAL UTILITY

(Contract Manager) (Date)

(Print Name)

OFFICE OF THE GOVERNOR

(Governor of Wisconsin) (Date)

(Print Name)

(Company Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

CITY OF WAUWATOSA
MEMO



To: **Budget and Finance Committee**

From: **James Wojcehowicz**

Date: **March 06, 2015**

Subject: **Memo from the Water Superintendent recommending a contract addendum for the DOT Wisconsin Avenue Bridge project**

A. Issue

Addendum to the cost sharing Municipal Agreement with the Wisconsin Department of Transportation for future water main relocation due to changes associated with the Wisconsin Avenue Bridge.

B. Background/Options

The water utility has been working with the Wisconsin Department of Transportation and Forward 45 to coordinate utility conflicts with the planned construction activity along the Zoo Freeway Project paving corridor and specifically the Wisconsin Avenue Bridge. As a result of the planned work, two specific items needed to be upgraded at the Potter Road Pumping Station to protect the best interests of the water utility and our customers. First a plumbing interconnection inside of the pumping station is required to keep our ground water reservoir in service during construction period. The second item relates to a new valve and fire hydrant to be installed on our transmission main that will act as a safe water sampling point before water enters the station.

The estimated total cost of the Change Order Number 1 is \$32,000. As part of the cost sharing agreement, the DOT is responsible for 90% of the construction expense with the Wauwatosa Water utility being responsible for 10% of the expenses.

Previously the water utility entered into a professional services contract with GRAEF, USA for the water main engineering design work associated with the project. The estimated engineering services amount is \$8,400. Other soft cost expenses include the preliminary construction inspection expenses estimated to be \$2,000. The water utility direct labor, equipment and material expenses are projected to be \$21,600.

C. Fiscal Impact

The DOT will be responsible for 90% of the additional soft cost expenses (\$28,800) related to the water main relocation project. The Wauwatosa Water Utility's 10% share is estimated to be \$3,200.

D. Recommendation

In the best financial interest of the water utility, we ask for support of "Change Order Number 1" to the Municipal Agreement with the Wisconsin Department of Transportation as proposed.

1.4.a

UTILITY AGREEMENT CHANGE ORDER No. 1

Wisconsin Department of Transportation

DT1731 11/2005 s.84.09(1) Wis. Stats.

Packet Pg. 31

Utility Project ID Number 1060-39-49	County Milwaukee	Parcel Number/UA Number UA 632
Road Name Zoo IC - Zoo Interchange Phase 1	Highway USH 45	
Utility Name Wauwatosa Water Utility		

The agreement in effect between the above-named Utility and the Wisconsin Department of Transportation for the performance of certain work on the above project shall be changed in the following particulars. The acceptance of this order by the Utility and its approval by the Wisconsin Department of Transportation shall constitute a mutual agreement as a part of the original agreement binding upon both parties in the same manner as though the essence of the order had originally been in the agreement.

Reason for Change Order:

This Municipal Agreement Change Order No. 1 is to add compensable engineering, inspection, installation, and materials provided by the Wauwatosa Water Utility for water facility modifications associated with Construction Project 1060-33-80 (Zoo IC – Zoo Interchange Phase 1).

The original Municipal Agreement for water was established in the amount of \$ 118,170.00. Work performed under construction project 1060-33-80 includes the reconstruction of ramps and structures within the Zoo Interchange, portions of IH 94 between STH 100 and S. 70th Street, portions of IH 894 and USH 45 between W. Washington Street and Watertown Plank Road, structures over the freeway at Bluemound Road and 92nd Street, and local road reconstruction at S. 84th Street, O'Connor Street, Adler Street, Chester Street, Bluemound Road, N. 95th Street and N. 97th Street.

Work associated with this Change Order No. 1 includes two modifications to the Potter Road Water Booster Station. Modification #1 is for engineering, inspection and materials (provided by City) for the installation of a flushing hydrant and butterfly valve at the station. The installation of the hydrant and valve will be performed by WisDOT's contractor under an existing State/Municipal Agreement. Modification #2 is for engineering, materials and installation of a water back-feed connection at the station. The installation will be performed by the City.

Change to Current Agreement

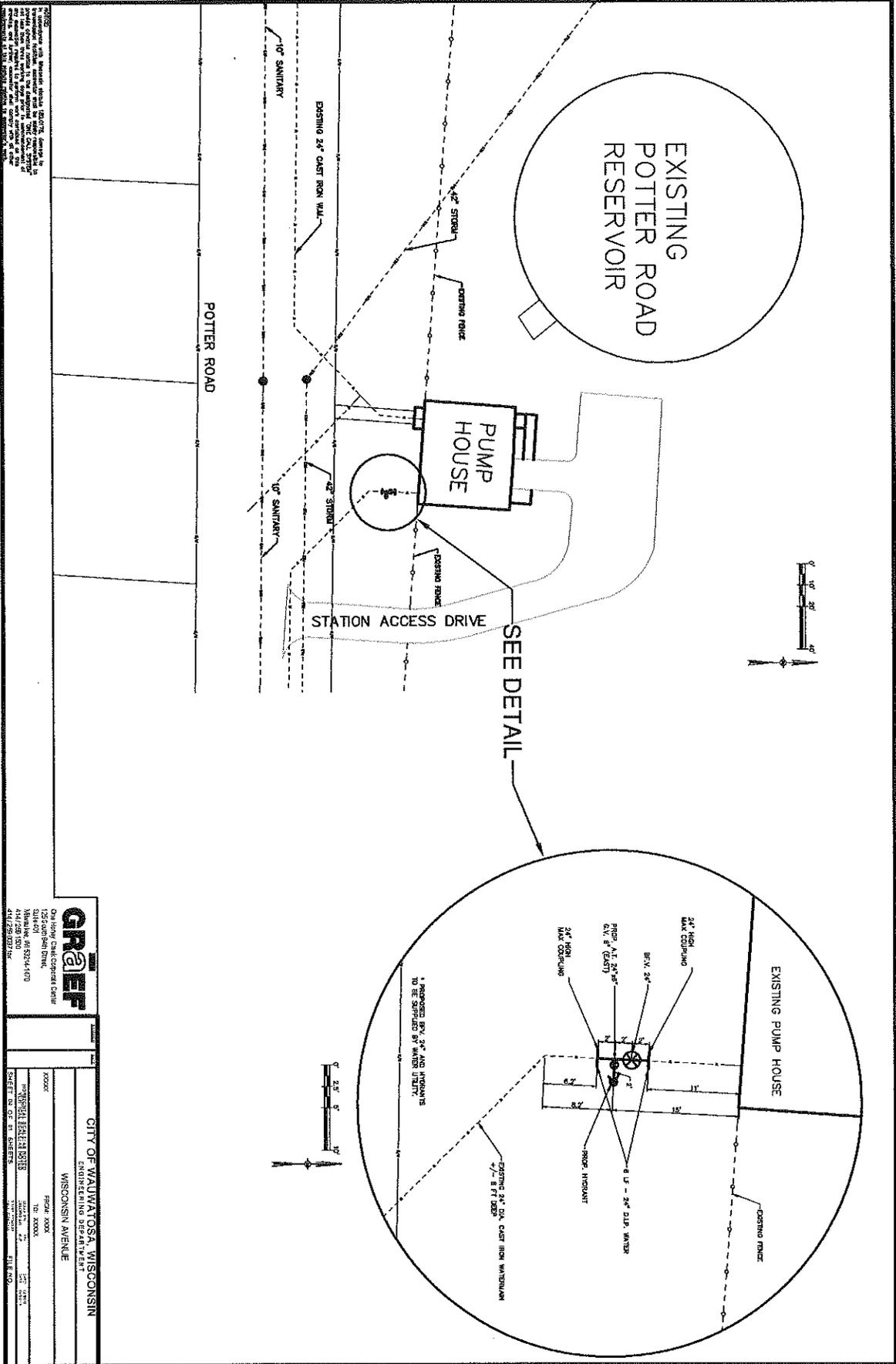
ITEM	INCREASE/DECREASE (Explain what quantities changed or were added/deleted)	COST (+/-)
Potter Road Water Booster Station Modification #1	Addition of engineering, inspection, and materials for installation of a flushing hydrant and butterfly valve at Station. Total = \$20,000.00, State Share = \$18,000.00, Local Share = \$2,000.00	+ \$ 18,000.00
Potter Road Water Booster Station Modification #2	Addition of engineering, Materials and installation of a water back-feed connection at Station. Total = \$14,000.00, State Share = \$12,600.00, Local Share = \$1,400.00	+ \$ 14,000.00

Net Increase/Decrease in Agreement	\$ + 32,000.00
Total Revised Agreement Amount	\$ 150,170.00

(Authorized Agent for Utility) (Date)

(Regional Utility Coordinator) (Date)

(Division Administrator) (Date)



GRAEF
 One Hwy 74, Chetek, WI 54824-1070
 715-340-5400
 144728-1030
 414/280-0276

CITY OF WAUWATOSA, WISCONSIN
 ENGINEERING DEPARTMENT
 WISCONSIN AVENUE

PROJECT NO. 22-001
 SHEET NO. OF 3 SHEETS

*collaborate / formulate / innovate*

MEMORANDUM

TO: Mr. James Wojcehowicz
FROM: Paul R. Eiring
DATE: 2/11/15
SUBJECT: Potter Booster Station
Transmission Water Main

WDOT Construction Modifications Requests
Wisconsin Avenue Transmission Water Main

The entire west side of the City of Wauwatosa water distribution system is currently fed by a single system. The source is a Milwaukee Water Works (MWW) supply main; twenty four inch transmission main located near the Glenview Elevated Water Tower on 84th Street; this 24-inch main travels west to the potter booster station. The main travels down 84th to Wisconsin Avenue, then west to highway 100, along Highway 100, then west to the Potter Avenue booster station. (See figure 1) The majority of the transmission main is pre-stressed concrete pipe. The section of transmission main underneath the intersection of Wisconsin Avenue and Highway 45 crossing is constructed of ductile iron pipe.

The Potter Booster station has been constructed to raise the pressure of the MWW supply to fill the elevated storage tank located at Capitol Drive and Highway 45. The booster station consists of five pumps; three that pump off of the on-site 2.5 million gallon reservoir, the other two pumps transfer MWW water directly from the 24-inch transmission water main to the Capitol Drive tower. During construction the direct transfer pumps will be unable to function. The three pumps that function off of the reservoir would still function if we can refill the reservoir somehow.

During the construction of the new Zoo Interchange the pipe crossing at Wisconsin Avenue will have to be constructed deeper to accommodate the lowering and the westward movement of the freeway lanes under Wisconsin Avenue. The original plans submitted to the WDOT addressed changes to the ductile iron pipe crossing at Wisconsin Avenue.



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During construction of this new section of transmission water main the current transmission water main will be taken out of service. Part of the contractors work includes putting the main back in service after construction is completed. This will start with refilling the 2.5 mile transmission main in workable sections, flushing that main until a safe water sample can be obtained. This will also include a pressure test of the new section of main underneath Highway 45. In order to do this the contractor can utilize the new valves and flushing hydrants installed as a part of the current contract. The contractor will have a problem with the remaining sections of transmission main because valves and flushing connections are in limited locations and limited sizes. (See Figure 2)

Contract Modification #1

The work in this first modification includes installing a 24-inch butterfly valve and flushing hydrant on the last section of the transmission water main near the Potter Booster Station. This will assist the contractor in organizing the sections of main to be flushed; it will also allow the Potter Booster Station to be completely removed from the 24-inch transmission water main during the construction process. This means the contractor will be able to begin flushing from the east and work his way to the west using the MVW as a source of flushing water. In addition this flushing method will greatly reduce the time period the temporary booster located in the median on Burleigh Avenue will be in use. Without this modification the contractor could spend several additional weeks or a month just obtaining a safe water samples on all sections of the transmission main. Jim Wojcehowicz has a preliminary cost for the just equipment, this includes no installation, for this modification equipment only is estimated at approximately \$14,000.00.

Contract Modification #2

During the construct of the realignment of the 24-inch transmission water main the Potter Booster will be off line, if the construction process takes longer than 24 hours, the 2.5 million gallon ground storage reservoir will have to be drained and rechlorinated in order to be put back online to again. The second portion of this request deals with a process that would allow the ground reservoir to remain on-line. The request addresses the addition of a reservoir back feed pipe to be installed. This will allow the City to use the reservoir during the peak hours of consumption and refill the reservoir at night using the temporary booster station. The Potter Station will be off line during the evening hours unless there would be a fire demand. The idea would also allow the pumps and reservoir to be available at all times for fire protection throughout the construction process. The Water Utility will turn on the Potter Booster pumps enough to keep the entire reservoir fresh by using it during a portion of the day, during peak daily flows. The automatic fill valve will open to allow water from the high pressure side to flow back into the tank all evening long when the demand on the system is at its lowest level. Another advantage will be during the evening hours the reservoir will be taking water which will maintain a constant demand for the temporary Burleigh booster station. The idea would



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be to have the temporary booster station run 24 hours a day eliminating any surges it would have on the system during starting and stopping operations. This will assist in reducing water main breaks on the north side of the water distribution system. The preliminary costs for equipment and installation for this item is approximately \$10,000.

PRE:pre

2014-0150.00 Project information/Correspondence/memos

Figure 1

Figure 2

cc: Mike Paulos

CITY OF WAUWATOSA
MEMO



To: **Budget and Finance Committee**

From: **William Porter**

Date: **March 06, 2015**

Subject: **Memo from the Director of Public Works requesting consideration of a Pilot Program of having a Contractor Perform Locating Services for the City's Street Light and Traffic Signal Cables**

A. Issue

Should the City conduct a pilot program to judge the effectiveness of contracting for locating services required by Digger's Hotline for street light and traffic signal cables?

B. Background/Discussion

Before getting into the reasons for the requested pilot program at this time, it would be helpful to review with the Committee how the locating of utilities currently works in Wauwatosa.

As is required by State Law, the City of Wauwatosa is a member of Digger's Hotline, a one call locating clearinghouse that receives the call from a person or company who is planning to put a shovel in the ground. Digger's then contacts all concerned who may have a utility near the excavation to notify them of the impending project. The ticket states whether or not the work is planned for the next few days or if it is a true emergency and crews are standing by waiting to start digging. There is a cost to the City for this service of \$1.74 per ticket. Over the past three years the City has received an average of 9000 requests for locates per year. This average is up from a more normal number of around 6000 per year before all the DOT work related to the Zoo Interchange began in earnest.

Currently the City responds to requests for locates in a myriad of ways. They are outlined below:

- The Water Utility responds to each ticket where their lines are potentially impacted by the excavation. If the location for the excavation is in the rear yard and it is obvious there are no mains or service lines in the rear yard, they will most likely call in an all clear without having to go to the address of the locate.
- The City surveying crew responds to each ticket in a similar manner to locate storm and sanitary sewers. Two people generally respond to these locates since the sewers are usually located out in traffic.
- Additionally, for traffic signal and street lighting cable, staff from the Traffic and Electrical Dept. responds to the locate ticket. Again, if the locate is in an area where there are no streetlight or traffic signal cables, they will not respond but usually call in an all-clear.
- As is evident, while this approach covers the needs, it is not very efficient. Three and sometimes four staff people are responding to each locate often in three separate vehicles.

There are two options to consider moving forward. One is to contract with a private company to locate the City's facilities and see what the cost would be.

The second would be to streamline the City's approach to locates, in order to reduce costs and improve productivity.

Before getting into the fiscal ramifications of either option, there is one other background reason for this request that should be discussed with the Committee.

The Traffic and Electrical division under the supervision of Randy Michelz maintains and repairs the City's streetlighting and traffic signal network. At full staffing there are four full time journeymen electricians to repair and maintain 1.1 million feet of often old and brittle cable, over 6000 street light poles, 178 alley lights, 50 electrical substations for street lighting, and 40 traffic signals with detector loops, video detection systems, railroad pre-emption software **plus** respond to the same 9000 locates that the sewer and water utilities are responding to on a yearly basis. The crews also replace all poles that are knocked down each year in traffic accidents.

In late 2014 and so far in 2015, the Traffic and Electrical Division staffing has taken a hit caused by an on the job injury, an off the job injury, and a retirement such that at some times this past winter there has been only one electrician working during the day. We have muddled through with the assistance of other departments, and Randy's perseverance, but that is not a long term approach. The staff has been falling behind on basic system maintenance such as cleaning the camera lenses at intersections controlled by video detection. The effect of not getting to this work is if the camera lens becomes too dirty, the camera will not detect movement, which causes back-ups when one direction of traffic does not get a green signal. Formerly we were cleaning these lenses quarterly, which largely prevented this type of malfunction.

Traffic and Electrical staff also strive, as a preventive maintenance measure, to take approximately 250 monthly readings at substations to measure the streetlighting circuit's resistance to ground. A precipitous drop in the reading gives an indication that a fault has occurred, and then the electricians will attempt to locate and repair the fault, hopefully before the circuit breaker trips, and an entire bank of street lights fail to operate. We are not only behind in these monthly readings but there are active faults out in the system, we have not been able to repair due to lack of staff.

Additionally, the City has a firm come in annually to clean and perform diagnostic checks on our traffic control cabinets. They also provide a punch list of items needing repairs. Currently we are behind in getting to some of these items which is a concern.

Lastly, we now have a 22 pole backlog of knockdowns, along with one traffic control cabinet, and one street light control cabinet that were damaged in accidents still awaiting replacement. We cannot get to most of them until the ground thaws, however, that number will likely grow as winter is still with us.

These issues are an additional reason beyond testing the use of a contractor for the sake of efficiency that I am recommending the City embark on a pilot program in 2015 with the electrical locates. Having this

burden “ taken care of” will allow the Electrical staff, soon to be back to full strength, an opportunity to focus on basic system preventive maintenance, and catch up somewhat by not having to dedicate an electrician to locates during the busy season.

C. Fiscal Impact

To ascertain the cost of the pilot program, staff contacted numerous firms that are in the locating business. The selection boiled down to three firms that had the experience and capacity to deliver this type of service. They were USIC, Vanguard, and Olameter. We conducted interviews with each firm. In the end only one firm, USIC is willing to quote a price for the pilot program. Their proposal is attached as Appendix A.

They are proposing to charge the City as follows:

- Cost per locate: \$5.75
- Cost per project level locate: \$12.00/hr. for 15 minutes after the first hour
- Cost per emergency locate: \$25.00/locate

Rolling this cost up to an estimated per locate cost of \$6.00/per ticket and assuming that our locate numbers are steady for 2015, yields an estimated cost of \$54,000 per year. I am not recommending that the pilot program continue for an entire year. I am recommending a trial period of six months or so and investing \$30,000 to gain some real world experience in how contracting for this service works with a target to have a more efficient Citywide locating methodology ready for presentation as part of the 2016 budget.

This pilot program was not anticipated as part of the 2015 budget, and as a result, funds are not set aside for this purpose. Given the immediate need for some relief due to the unusual staffing problems in the Traffic and Electrical Division, and the high potential to achieve longer term efficiencies as part of the 2016 budget, I am recommending that the Budget and Finance Committee authorize a Level Three fund transfer of DPW budget savings in excess of levy reductions for 2015 in the amount of \$30,000 to conduct the pilot program to have USIC perform locates of street lighting and traffic signal cable.

Specifically if approved, the \$30,000 will be transferred from Account 01-322-5980-900 to account 01-335-5810-000 of the 2015 Budget

Recommendation:

Locating affects all four City owned utilities, and three City departments. Getting an approach that makes both fiscal and common sense will take some work. Having the experience of the pilot program coupled with the relief of the short term staffing issue in the Traffic and Electrical division allowing the staff to catch up with preventive maintenance will be of added benefit.

As such, it is my recommendation the Budget and Finance Committee approve the Level Three fund transfer of \$30,000, and also authorize the City to enter into an agreement with USIC Locating Services,

LLC to perform locating services as outlined in their proposal for City owned street lighting and traffic signal facilities. This pilot program would be in effect for approximately six months in 2015.

attachment

cc: James Archambo, City Administrator
Alan Kesner, Finance Director
James Wojcehowicz, Water Supt.
Bill Wehrley, City Engineer
Mike Steiner, Assistant City Engineer
Daniel Naze, Senior Civil/Construction Engineer
Randy Michelz, Traffic and Electrical Supt.
Chris Bennett, Senior Engineering Technician

APPENDIX A



USIC LOCATING
SERVICES, LLC

City of Wauwatosa

In partnership with

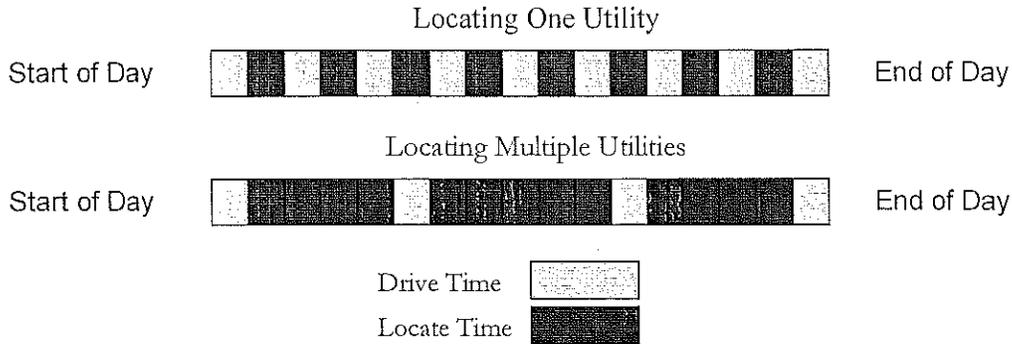
USIC Locating Services, LLC



USIC LOCATING SERVICES, LLC

BASIC ECONOMIC VALUE

- USIC currently visits every job site already for other utility clients creating *economies of scale that cannot be matched* internally or by any other vendor.



RISK MANAGEMENT

- USIC *investigates every damage occurrence. Reports Upon Request*
- USIC uses a CDI (Certified Damage Investigator) to investigate and prepare reports.
- Each report includes pre and post dig photos and all pertinent documentation. All reports are prepared electronically and uploaded through wireless technology.
- All damage reports made available for use in claims recovery efforts
 - Damage reports enables you to recover all damage expense from either the locate vendor or from the excavator.

ADVANCED TECHNOLOGY

- USIC utilizes an in-house proprietary 'real time' ticket management system (TicketPro) that reflects 26 years of locating experience. The depth of TicketPro cannot be matched by any 'off the shelf' ticket management system.
- USIC technicians work their ticket load in a real time, paperless environment (creating even more labor related efficiencies).
- *City of Wauwatosa will have direct, real time access* to our ticket management system (*Customer Portal*). City of Wauwatosa will have ability to:



USIC LOCATING SERVICES, LLC

- View tickets as they come in from the State One Call service “Real-Time”
 - Quickly identify when ticket is due and if completed, time it was completed and what was located.
 - Query any ticket by ticket number
 - View all post locate photo’s attributed to that located
 - Additional information package available upon request.
- Custom reporting available. City of Wauwatosa will be able to track all aspects of your damage prevention program (OTP, quality ratios, MWBE spend, etc.). Custom reporting rates will be negotiated during contract negotiation.

PROFESSIONAL SERVICES

- City of Wauwatosa increases labor support.
- City of Wauwatosa increases labor management in terms of Supervisors, District Managers, Senior Directors and VP of Operations.
- Technician support also includes a Claims Manager, a Quality Manager, a HR Specialist and a Key Accounts Manager
- Accurate and timely locates to include pre-dig photographs to assist in damage recovery.
- USIC uses the latest technology and works ‘real time’ in a paperless environment to ensure data integrity.
- USIC encourages regular performance meetings with City of Wauwatosa
- USIC is engaged nationally in the prominent industry association and legislation (to include the Common Ground Alliance (CGA) and National Utility Locating Contractors Association (NULCA). We also track and invest in the latest locating technology.
- USIC provides all labor and materials to include all after hours emergencies, weekends and holidays. We manage the work, you manage us.
- USIC provides City of Wauwatosa all data and tools necessary to professionally manage their damage prevention program.



USIC LOCATING
SERVICES, LLC

USIC PRICING PROPOSAL FOR THE CITY OF WAUWATOSA

Pricing Proposal (Street Lights / Traffic Signals)

- | | |
|--|--------------------|
| • Per One Call Ticket | \$5.75 |
| • Project (After 1 st hour) | \$12.00 Per ¼ Hour |
| • After Hour Emergencies | \$25.00 Flat Fee |

Above pricing will have a limit of liability of \$2,000

Pricing Definitions

Per State One Call Ticket – All tickets received from State One Call. Each ticket granted 1 full hour of locating time.

Project Rate – If locating the City of Wauwatosa exceeds one hour, the ticket will then be billed the proposed per ¼ hour Project Rate starting after the first hour.

After Hour Emergencies – This service will be for After Hour Emergency Tickets that are called in between the hours 5:00 P.M - 7:00 A.M, Monday - Friday and all day Saturday & Sunday including Holidays. The fee is a flat fee and total billed for this type of ticket will only be After Hour Emergencies fee identified above. NOTE: We do not charge for travel time.

In addition to saving money on locating expense, City of Wauwatosa will experience the added value of using our Professional Damage Prevention Services.

OUR VALUE PROPOSITION INCLUDES:

- Basic Economic Value Summary
- Risk Management Summary
- Advanced Technology Summary
- Professional Services Summary

APPENDIX B

UNDERGROUND FACILITIES LOCATING AND MARKING
SERVICE AGREEMENT

THIS CONTRACT is entered into as of March 5, 2015~~March 2, 2015~~, and is by and between USIC Locating Services, LLC, an Indiana corporation, (**USIC**), and City of Wauwatosa (**Customer**).

BACKGROUND

- A. Customer owns and operates underground facilities in the geographic area described on Attachment A to this Agreement (**Contract Service Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area.

AGREEMENT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. Definitions. In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:
 - 1.1 **After Hours Call Out** means locate requests made on USIC-observed holidays (Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 5 p.m. to 7 a.m., or any time outside of the applicable state one-call's regular business hours.
 - 1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.

- 1.3 **At Fault Damages** means Damage to Customer's Facilities caused by an Excavator that occurs with respect to Locatable Facilities where USIC did not perform the Locate with Reasonable Accuracy.
- 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this agreement begins and the anniversary date each year after.
- 1.5 **Customer's Facilities** means any Underground Facilities owned by Customer.
- 1.6 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.7 **Excavator** means any person or entity which engages directly in excavation.
- 1.8 **High Profile Facilities** means fiber cable, 900 pair or greater, switchgear cable, and 6" main or greater.
- 1.9 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.10 **Locatable Facilities** means Customer's Facilities that can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.11 **Locate** means the completed process of having provided Locate Services at an excavation site.

- 1.12 **Locate Service** means the process of determining the presence or absence of Customer's Facilities, their conflict with proposed excavations, and the Marking of the proper places or routes of Customer's Facilities within Reasonable Accuracy limits as required.
- 1.13 **Low Profile Facilities** means any of Customer's Facilities that are not High Profile Facilities.
- 1.14 **Marking** means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the field location of Underground Facilities accurately.
- 1.15 **Paintable Locate** means that Customer has buried facilities within the area of the locate request or scope of the ticket.
- 1.16 **Project Locate** means a Locate that requires USIC to spend more than one (1) hour at the excavation site.
- 1.17 **Reasonable Accuracy** means the placement of appropriate Markings within eighteen (18) inches of the outside dimensions of both sides of an Underground Facility.
- 1.18 **Restoration Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from At Fault Damages, but shall specifically exclude any Third Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by Customer to repair the Damage to Customer's Facilities. Restoration Costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities), costs arising out of collection actions, whether incurred by the Customer or collection agencies.

- 1.19 **Services** mean the services to be provided by USIC under this Agreement.
- 1.20 **Site Visit** means to visit the site of the locate request, but there are no Locatable Facilities to be marked.
- 1.21 **Site Surveillance** means to watch over and protect Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.
- 1.22 **Ticket** means the document generated at the one-call center and transmitted to USIC, containing each locate request which USIC is contractually obligated to mark.
- 1.23 **Third Party Claims** means any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement arising from Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) Interruption of Service.
- 1.24 **Underground Facilities** means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 1.25 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records or facility prints, drawings or maps provided by Customer or from a Visual Examination.
- 1.26 **Unlocatable Facilities** means Customer's Facilities whose presence is known either from records provided by Customer or a Visual

Examination, but which cannot be field marked with Reasonable Accuracy using standard procedures employed by USIC.

- 1.27 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection rather than from Customer's maps and records.

2. Responsibilities of USIC.

- 2.1 USIC shall furnish all labor, materials and equipment necessary to perform Locate Services for Customer within the Contract Service Area except for the maps and records to be provided by Customer under Section 3.1. USIC will receive Ticket transmittals directly from the one-call center for the Contract Service Area at no additional cost to Customer.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are Locatable Facilities present at the excavation site, it will indicate the presence of those facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints. Customer also agrees that, notwithstanding anything to the contrary contained in this Agreement, USIC will not be liable for any damages that occur because of incorrect prints.

- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.

- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written request or at the termination of this Agreement. Unless such maps and records were previously known to USIC free of any obligation to keep them confidential, are given to USIC by a third party not obligated to keep them confidential, or become public without any act or omission of USIC, USIC agrees to keep such maps and records confidential and shall use such maps and records only in the performance of this Agreement except upon such terms as may be agreed upon by Customer or as required by law. This obligation of confidentiality shall survive the termination of this Agreement.

- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.

- 2.9 USIC shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may choose to withhold in its sole discretion.

- 2.10 USIC shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. USIC shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any

unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

3. Responsibilities of Customer.

3.1 Customer agrees to provide USIC with the necessary maps and records to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, prints up to date with accurate information. USIC bears no liability for Customer's failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints.

3.2 Customer agrees that it will reasonably cooperate with USIC so that USIC enjoys the same protection under the laws applicable to the Customer regarding Third Party Claims as the Customer would enjoy if it were performing the Services.

3.3 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit B. USIC shall bill for all tickets received from the State One Call, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that Customer has provided to the State One Call center.

4. Term, Termination and Exclusive Nature of Agreement

4.1 This Agreement shall be effective as of 2/18/2015, and continue for a period of (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to section 4.3.

4.2 Customer shall use USIC as its exclusive provider of Locate Services within the Contract Service Area.

- 4.3 Either party to this Agreement can terminate this Agreement upon thirty (30 Days) days prior written notice to the other. Upon such termination the only liability will be that of the Customer for any Services performed by USIC prior to the effective date of termination.

5. Investigations of Damage to Customer's Facilities

- 5.1 Should either party to this Agreement become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate with respect to the Customer's Facilities, the party learning of the Damage to Customer's Facilities shall promptly notify the other party. This notification may be made orally. Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.
- 5.2 USIC will investigate incidents of Damage to Customer's Facilities and provide a written report of its findings to Customer upon request. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes At Fault Damages. Customer shall have thirty (30) days after receipt of USIC's written report to contest USIC's conclusion. Unless Customer notifies USIC in writing within such period that it disputes USIC's conclusion as to At Fault Damages, USIC's conclusion with regard to that issue shall be deemed binding with respect to this Agreement. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot such dispute will be resolved in accordance with section 11.1.
- 5.3 USIC shall be entitled to collect an investigation fee for each investigation and written report thereof, which it provides to Customer, unless such report concludes or the parties ultimately agree that the report involves At Fault Damages.
- 5.4 Customer agrees that should it fail to notify USIC as provided in section 5.1 of any Damage to Customer's Facilities within forty-eight (48) hours after Customer receives notice of the damage and USIC is otherwise unaware of the damage within that period, then USIC shall not be liable

to Customer for Restoration Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims in accordance with section 7.1, even if it is later determined that such damage constitutes At Fault Damages.

6. Limitation of Liability and Indemnification of Customer by USIC

- 6.1 USIC will be responsible for paying Customer's Restoration Costs only if:
- a) USIC receives a request to provide Locate Services with respect to Customer's Facilities, and
 - b) the Damage to Customer's Facilities constitutes an At Fault Damage.
- Restoration costs payable by USIC shall at no time collectively exceed \$2,000.00 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. USIC shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (**Customer Indemnities**) from and against any and all Third Party Claims to the extent the same arise from At Fault Damages; provided, however, USIC shall not indemnify Customer Indemnities for Third Party Claims arising from Damages that are not At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from the negligence or willful misconduct of Customer, its agents or employees.

7. Indemnification of USIC by Customer

- 7.1 Customer shall indemnify and hold harmless USIC, its agents, employees, officers, directors and shareholders (**USIC Indemnities**) from and against any and all Third Party Claims to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

- 8.1 USIC may adjust the prices for Locate Services set forth on Exhibit B upon thirty (30) days notice to Customer, provided that USIC provides Customer evidence that such price increase results from either (a) an increase in USIC costs for providing the Services that exceeds the average rate of inflation for the period since USIC's most recent price increase; (b) a material change in the one-call statute effective within the Contract Service Area; or (c) a change in the mix of the number or types of Locates on which the pricing set forth in Exhibit A was based. Unless Customer contests, in writing within the thirty (30) day notice period, the evidence provided by USIC the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 11.1. At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit B shall be increased by 3.00%.
- 8.2 USIC may on a semiannual basis adjust fees based upon fluctuation in fuel prices. The adjustment will be based on "U.S. Regular Conventional Retail Gas Prices" from the US Department of Energy site: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrqp/mogas_history.html. The average fuel price over the previous 6-months will be reviewed every Contract Year on January 1st and July 1st and pricing will be adjusted when applicable based the average fuel price as outlined in the chart below. There will be no adjustment in fees as long as the average fuel price is at or below \$3.99. For example, if the average fuel price for the previous 6-months is \$4.00 - \$4.49 on July 1, fees will be increased by 1.50% for the next 6-month period through December 31st. If the reviewed average 6-month fuel price (on January 1st or July 1st) drops below \$4.00, the increases will cease to be in effect.

6-month Average Fuel	
Price per Gallon	Rate Increase
\$4.00 - \$4.49	1.50%

\$4.50 - \$4.99	Additional 1.00%
\$5.00 - \$5.49	Additional 1.00%
\$5.50 +	Additional 1.00%

9. Equal Employment

9.1 USIC acknowledges that it is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and to further our commitment not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law ("Protected Classifications).

10. Insurance

10.1 USIC provides the following insurance coverage:

<u>INSURANCE COVERAGE:</u>	<u>LIMITS:</u>
Worker's Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability	
including Contractual Liability \$1,000,000 Each Occurrence	
Occurrence Basis BI & PD	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate
	(Each occurrence)
Personal Injury	\$1,000,000 Each Occurrence
Products & Completed Operations	\$2,000,000 Each Occurrence
Automobile Liability	
BI & PD Combined	\$1,000,000 Each Occurrence

11. Dispute Resolution

11.1 The parties shall attempt in good faith to resolve all disputes (**Controversy**) promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Executives of both parties at levels one level above the personnel who have previously been involved in the Controversy shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to senior executives, or if no meeting of senior executives has taken place within fifteen days after such referral and if the Controversy is over the amount of Restoration Costs owed by USIC to Customer, the parties shall simply split the difference between their respective positions. If more than two Controversies within a given contract year result in a split of the difference under the preceding sentence or if a Controversy involves more than simply a dispute about Restoration Costs, the parties hereto reserve to themselves the right to litigate any such disputes in an appropriate forum. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State rules of evidence.

12. Miscellaneous

- 12.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.
- 12.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Agreement" shall include any such future amendments or modifications.
- 12.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.
- 12.4 Customer agrees that during the Term of this Agreement and for a period of six (6) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

City of Wauwatosa

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

Tim Seelig

(Please print)

Title: _____

Title: Sr. Vice President

Date 3/5/2015~~3/2/2015~~

City of Wauwatosa
ATTN: Bill Porter
7725 W. North Avenue
Wauwatosa, WI 53213

Exhibit A

USIC Locating Services, LLC shall provide services in the State of WI.

Exhibit B

USIC Locating Services, LLC will charge for services rendered hereunder:

- \$ 5.75 Per Ticket Received from the One Call**

- \$ 25.00 Per After Hour Call Out Ticket**

- \$ 12.00 Project Price Per Quarter Hour for Tickets that Exceed 60 Minutes**

Mail Invoices To: City of Wauwatosa
 ATTN: Bill Porter
 7725 W. North Avenue
 Wauwatosa, WI 53213
 Phone: 414-479-8933
 Email: bporter@wauwatosa.net

USIC shall render invoices and statements to Customer on a monthly basis. Each statement shall be paid by Customer within thirty (30) days of invoice date.

CITY OF WAUWATOSA
MEMO

To: **Budget and Finance Committee**

From: **John Ruggini**

Date: **March 05, 2015**

Subject: **Memo from the Finance Director recommending additional 2014 General Fund carryover for Economic Development Grants**

A. Issue

On February 3, 2015 the Common Council approved the 2014 Operating and Capital Carryovers. Unfortunately one carryover was inadvertently left out. This memo provides information related to that carryover.

B. Background/Options

The Council previously approved \$143,595 in General Fund carryovers which was \$93,350 less than the prior year. However, as part of the 2014 year-end review process, it was discovered that \$60,000 of unused economic development grants budgeted in the Economic Development Department were inadvertently left out of the carryover recommendations. As this is the funding mechanism for the façade, signage, and code compliance grants administered by the Community Development Authority, staff recommends it be carried over and not lapse. \$80,000 would be available in 2015 for the program with the carryover. As background, several applications have been submitted that are being reviewed by staff to be addressed at an upcoming CDA meeting.

The carryover amount would increase to \$203,595, including this item. While the year-end process is continuing, it still appears the General Fund will surplus and fund balance will grow, even with the increased carryover amount. It is important to note that there may still be one last carryover for performance pay. This is anticipated to come before the committee at the March 31 committee meeting.

C. Fiscal Impact

Approving the carryover will reduce the year-end surplus by \$60,000 and increase the 2015 budget for Economic Development grants to \$80,000

D. Recommendation

Staff recommend approval of the carryover in the amount of \$60,000 for economic development grants

CITY OF WAUWATOSA
MEMO



To: **Budget and Finance Committee**

From: **Michael Steiner**

Date: **March 06, 2015**

Subject: **Memo from the Assistant City Engineer regarding Innovation Campus – design and construction services for roadway, utilities, and lighting for the east development area**

A. Issue

Approval of a professional services contract with Graef relating to the continued design and construction activities associated with the UWM Innovation Campus infrastructure in the East Development Area.

B. Background & Discussion

The design and construction of infrastructure at Innovation Campus has been phased in over the past few years as development occurs. The East Development Area, which is characterized as land east of Discovery Parkway from the traffic circle south toward the entrance, has not been developed to date.

The proposed hotel may be the first project proceeding in this area. Although the Hotel has not yet closed the land sale with UWM Real Estate Foundation, they are proceeding with engineering as if they plan to construct. Meeting their timeline will require the City to begin design of the necessary public infrastructure immediately. It is City's goal to provide the necessary infrastructure information to the hotel's design team such that the hotel construction can be completed by the end of 2015.

If the Hotel were to decide not to proceed, this engineering would still be required for whatever future development will take place on this site. Construction of the improvements will be phased in as needed to serve future projects.

Graef's design team prepared the plans for Discovery Parkway and has all the project specific information needed to complete the design. Soliciting proposals from other engineering firms will add a minimum of 2 months to the start of the any design work.

C. Fiscal Impact

The contract for design and construction services is a Not to Exceed Total of \$35,800. Design funds have been allocated through the TIF for Innovation Campus as shown in the Capital Improvement Program.

D. Recommendation

Award a professional services contract to Graef in the Not to Exceed Amount of \$35,800.

Ordinance

AN ORDINANCE AMENDING SECTIONS OF TITLE 6, BUSINESS LICENSE AND REGULATIONS, OF THE WAUWATOSA MUNICIPAL CODE, REGARDING LATE FILING FEES FOR CERTAIN LICENSE APPLICATIONS

AN ORDINANCE AMENDING VARIOUS SUBSECTIONS OF TITLE 6, BUSINESS LICENSE AND REGULATIONS, OF THE WAUWATOSA CITY ORDINANCE, REGARDING LATE FILING FEES FOR CERTAIN LICENSE APPLICATIONS

Part I. The common council does hereby amend subsection 6.08.280 of the City of Wauwatosa Ordinances to read as follows:

6.08.280 (Alcoholic Beverages) Late Filing Fee for Certain License Applications.

Except in the case of a "Class B" liquor license, any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application. Any "Class B" liquor license for which an application for renewal has not been filed prior to its expiration date shall be deemed surrendered.

Part II. The common council does hereby amend subsection 6.12.070 of the City of Wauwatosa Ordinances to read as follows:

6.12.070 (Amusement Devices) Term and Late Filing Fee.

Licenses issued under this chapter shall expire on June thirtieth of each year. Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part III. The common council does hereby amend subsection 6.24.260 of the City of Wauwatosa Ordinances to read as follows:

6.24.060 (Bowling Alleys) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part IV. The common council does hereby amend subsection 6.28.080 of the City of Wauwatosa Ordinances to read as follows:

6.28.080 (Dancehalls) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part V. The common council does hereby amend subsection 6.32.130 of the City of Wauwatosa Ordinances to read as follows:

6.32.130 (Drycleaning Establishments) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

6.36.120 (Food Licenses) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part VI. The common council does hereby amend subsection 6.40.100 of the City of Wauwatosa Ordinances to read as follows:

6.40.100 (Hotels and Motels) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part VII. The common council does hereby amend subsection 6.42.100 of the City of Wauwatosa Ordinances to read as follows:

6.42.100 (Bed and Breakfast Establishments) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part VIII. The common council does hereby amend subsection 6.44.260 of the City of Wauwatosa Ordinances to read as follows:

6.44.060 (Jukeboxes) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part IX. The common council does hereby amend subsection 6.56.290 of the City of Wauwatosa Ordinances to read as follows:

6.56.290 (Restaurants) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part X. The common council does hereby amend subsection 6.60.070 of the City of Wauwatosa Ordinances to read as follows:

6.60.070 (Soft Drinks) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part XI. The common council does hereby amend subsection 6.68.140 of the City of Wauwatosa Ordinances to read as follows:

6.68.140 (Theaters, Circuses and Exhibitions) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part XII. The common council does hereby amend subsection 6.72.160 of the City of Wauwatosa Ordinances to read as follows:

6.72.160 (Used Car Dealers) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part XIII. The common council does hereby amend subsection 6.80.090 of the City of Wauwatosa Ordinances to read as follows:

6.80.090 (Vending Machines) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part XIV. The common council does hereby amend subsection 6.84.090 of the City of Wauwatosa Ordinances to read as follows:

6.84.090 (Weapons) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part XV. The common council does hereby amend subsection 6.92.080 of the City of Wauwatosa Ordinances to read as follows:

6.92.080 (Service Stations) Late Filing Fee for License Applications.

Any application for renewal of a license under this chapter after the termination date shall be subject to a late filing fee as reflected in the consolidated fee schedule per late license application.

Part XVI. This ordinance shall take effect on and after its date of publication.

Passed and Dated _____

City Clerk

Approved _____

Mayor