



Utility Committee MEETING AGENDA

September 24, 2024 - 4:45 PM
Council Chambers
3805 S. Casper Drive

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. August 27, 2024 Meeting Minutes
4. **UPDATES**
 - A. Lead and Copper Rules Revisions
5. **OLD BUSINESS**
 - A. AT&T cell tower lease negotiations
6. **NEW BUSINESS**
 - A. UT-10-24 – Recommend to Common Council the awarding of a two-year professional services contract to Hydro Corp for Cross Connection Inspection of industrial and commercial properties in the Utility Service area not to exceed \$67,968.00 (\$2,832 per month)
 - B. UT-11-24 - Recommend to Common Council to accept proposal from Visu-Sewer LLC to clean and televise sanitary lines in three locations throughout the city in the amount of \$37,375.00
 - C. UT 12-24 – Recommend to the Common Council to award the maintenance contract for Westward Manor sewer lining to the lowest responsive bidder, Visu-Sewer LLC in the amount of \$127,667.00 with a ten percent contingency of \$12,767.00 or a total project cost of \$140,434.00.
 - D. UT 13-24 – Recommend to the Common Council to award the maintenance contract for Kelly Pointe manhole lining to the lowest responsive bidder, Hydro-Klean LLC, in the amount of \$54,573.60 with a ten percent contingency of \$5,457.36 for a total project cost of \$60,030.96.
7. **CLOSED SESSION**
 - A. The matters to be discussed in closed session are as enumerated in Wisconsin Statutes Section 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. More specifically:
 - B. Amendment to the Sunnyslope lease with AT&T
8. **RECONVENE TO OPEN SESSION**

A. Amendment to the Sunnyslope lease with AT&T

9. ADJOURN

Supplemental Information:

- *The meeting agenda and agenda packet are available online at www.NewBerlinWI.gov*
- *The minutes are published online and are approved at the next regularly scheduled meeting.*
- *Action may be taken on any of the agenda items and the agenda may be discussed in any order.*
- *You may email comments to the City Clerk at CitizenComments@NewBerlinWI.gov. The comments will be forwarded to the mayor and governing body members. The emailed comments are not read during the meeting.*
- *The City of New Berlin is committed to hosting inclusive, accessible meetings. We strive to enable all individuals, regardless of their abilities, to engage and participate fully. If you have a qualifying disability under the Americans with Disabilities Act that requires the meeting to be accessible, please contact the Office of the City Clerk at (262) 786-8610 or via email at ClerksOffice@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. We will make every effort to accommodate your needs through appropriate aids and/or services.*
- *It is also possible that members of and possibly a quorum of other municipal governmental bodies may attend the above-stated meeting to gather information; any governmental body will take no action at the above-stated meeting other than the governmental body specifically referred to in the above meeting notice.*



Utility Committee MEETING MINUTES

August 27, 2024 - 4:45 PM
Council Chambers
3805 S. Casper Drive

Please note: Minutes are unofficial until approved at the next scheduled meeting.

MINUTES

1. CALL TO ORDER

Aldersperson Harenda called the meeting to order at 4:45 PM

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Sarah Holtz took the roll call as follows:

Present: Aldersperson Hopkins, Aldersperson Harenda, Commissioner Nissen Jr., Aldersperson Kroupa

Excused: Commissioner Timothy Anderson

Staff Present: Utility Manager Alex Parker, Accounting Supervisor John Sughrue, City Attorney Mark Blum, Assistant Deputy City Clerk Sarah Holtz

Sarah Holtz stated that a quorum was established and the meeting was properly noticed.

3. APPROVAL OF MINUTES

A. July 23, 2024 Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Aldersperson Kroupa
Second by: Commissioner Nissen Jr.
Motion Passed 4-0

4. OLD BUSINESS

None

5. NEW BUSINESS

None

6. CLOSED SESSION

MOTION: Motion to Enter Closed Session at 4:47 PM

VOTE: Motion by: Aldersperson Kroupa

Second by: Alderperson Hopkins
Motion Passed 4-0

Sarah Holtz took a roll call vote to enter into closed session.

- A.** *The matters to be discussed in closed session are as enumerated in Wisconsin Statutes Section 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. More specifically:*
- B.** Amendment of lease agreement with AT&T for the Calhoun Tower
- C.** Amendment of lease agreement with AT&T for the Sunnyslope Tower
- D.** Easement for gas service with WE Energies for Calhoun Tower

7. RECONVENE TO OPEN SESSION

MOTION: Motion to Return to open session at 5:01 PM

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Hopkins
Motion Passed 4-0

Sarah Holtz took a roll call vote to reconvene to open session. No action was taken on any of the below items discussed in closed session.

- A.** Discussion and possible action re: Amendment of lease agreement with AT&T for the Calhoun Tower
- B.** Discussion and possible action re: Amendment of lease agreement with AT&T for the Sunnyslope Tower
- C.** Discussion and possible action re: Easement for gas service with WE Energies for Calhoun Tower

8. UPDATES

None

9. ADJOURN

MOTION: Motion to Adjourn at 5:02 PM

VOTE: Motion by: Alderperson Hopkins
Second by: Commissioner Nissen Jr.
Motion Passed 4-0

***Respectfully Submitted,
Sarah Holtz, Assistant Deputy City Clerk***

UTILITY STAFF REPORT

EXECUTIVE SUMMARY

CUSTOMER/PROJECT: City of New Berlin
Cross Connection Contract

LOCATION: Citywide

REQUEST: To recommend approval of Professional Services
Contract with Hydro Corp for 2025-2026

UTILITY MANAGER RECOMMENDATION:
Recommend to the Common Council the awarding of a Professional Services contract for Cross Connection Inspection of industrial and commercial properties in the Utility service area. Total cost of the two-year contract is not to exceed \$67,968.00 (\$2,832.00 per month).

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

2025-2026 Hydro Corp Cross Connection Inspection

DATE STAFF REPORT CREATED:	September 16, 2024
CUSTOMER/PROJECT NAME:	City of New Berlin Cross Connection Inspection Program
ISSUE/DESCRIPTION OF PROJECT:	To recommend to Common Council to approve contract for 2025-2026 for Cross Connection Inspection.
REQUESTED ACTION:	Recommend to the Common Council the awarding of a Professional Services contract for Cross Connection Inspection of industrial and commercial properties in the Utility service area. Total cost of the two-year contract is not to exceed \$67,968.00 (\$2,832.00 per month).
FISCAL IMPACT:	\$67,968.00
SOURCE OF FUNDS:	Utility Operating Budget
RATIONALE:	This is a requirement by the Wisconsin DNR to inspect all utility customer properties for potential cross connections. Utility staff currently does inspections on all residential customers and Hydro Corp inspects all commercial and industrial properties due to a greater potential to be a hazard.
PREVIOUS ACTION:	N/A
FINDINGS:	N/A
UTILITY MANAGER RECOMMENDATION:	See Executive Summary
ATTACHMENTS:	Contract for professional services by Hydro Corp and the proposal to provide professional services to the City of New Berlin.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this **January 1st, 2025** by and between the **City of New Berlin** organized and existing under the laws of the State of Wisconsin, referred to as “Utility”, and HydroCorp™ a Michigan Corporation, referred to as “HydroCorp”.

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users’ facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 **VACUUM BREAKERS.** **Utility** will provide up to six (6) ASSE approved hose bill vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 **INSPECTION TERMS.** HydroCorp will perform **(382) Initial inspections, and up to (478)** total inspections over a **two (2)** year contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 **COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 **CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **478** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. All correspondence and it's content will be approved by the Utility before being sent. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **January 1st, 2025** and end **two (2) years** from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. *Failure to execute this Agreement within (120) days shall deem the proposed terms void.*
- 4.1 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the cumulative Consumer Price Index as measured in the Utilities local/regional area at the time of renewal, or 4% whichever is greater.
- 4.2 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.3 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$2,832.00** per month, **\$33,984.00** annually for a **two (2)** year contract period totaling **\$67,968.00**.
- 4.4 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which



services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance, or the maximum interest rate permitted by law, whichever is lower.

- 4.5 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.6 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.7 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.8 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:
- | | Occurrence | Aggregate |
|--|-------------|-------------|
| Comprehensive General Liability | \$1 Million | \$2 Million |
| Excess Umbrella Liability | \$5 Million | \$5 Million |
| Automobile Liability (Combined Single Limit) | \$1 Million | |
| Worker's Compensation/ Employer's Liability | \$1 Million | |
| Errors and Omissions | \$2 Million | \$2 Million |



Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement, along with the Cities signed Terms and Conditions contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties. *To the extent there is a conflict between the City's terms and conditions and the terms and conditions of Hydro Corp's terms and conditions that the City's terms and conditions will control.*
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin
- 5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may



be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Paul Patterson
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248)250-5022

If to Utility:

City of New Berlin
16450 W National Ave.
New Berlin, WI 53151

- 5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

CITY OF NEW BERLIN

By:
Title:

HydroCorp

By: Paul Patterson



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the Service Provider identified below (hereinafter referred to as “Service Provider”). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred as to the “Services” between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary. If no Scope of Services is attached to this agreement, the parties agree that the following description of the services to be provided, as well as the compensation to be provided for those services shall apply: _____

Dates on which services are to be provided: _____

The Services being provided hereunder shall be completed on or before: _____

The cost of the Services being provided are as follows: _____

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Storage of Materials. The storage of materials and storage of Contractor’s equipment shall be the responsibility of the Contractor. The City agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

6. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business

in the State of Wisconsin, and with such limits as the City may establish and require from time to time. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured on a primary and noncontributory basis and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

7. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

8. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Service Provider understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Service Provider shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Service Provider, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

9. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

10. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

11. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

12. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

13. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City and the City consents to provide such indemnity, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

14. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Service Provider may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

15. Termination of Contract. This contract may be terminated as follows:

- A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Service Provider shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Service Provider be entitled to any penalty for the termination nor shall the Service Provider be entitled to any payment for lost profits.
- B. *Termination for Cause.* If the City determines that the Service Provider has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Service Provider of any such deficiency and in the

event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

16. Warranty. Contractor warrants and guarantees to City that all materials and equipment and the work to be performed hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for one (1) year from the date of substantial completion or as provided in the Scope of Services attached hereto, whichever is greater.

17. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply and will control.

18. Protection of the Project Site. Contractor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner so as to prevent workers and passersby from entering the project site.

19. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

20. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

21. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

22. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties

with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

23. Ongoing Services. If this is a contract for ongoing services, the parties shall indicate that fact by initially this paragraph in the margin, indicating this paragraph applies. The parties agree that these Terms and Conditions shall be applicable to an ongoing series of Services, which may be entered into and arranged between the parties from time to time during the period of time commencing _____ and concluding on _____, inclusive. A separate proposal and/or description of Scope of Services shall be provided for in each instance where the Service Provider is providing services to the City; however, in all instances of any work being provided by the Service Provider during the aforementioned time period, this set of Terms and Conditions shall apply.

24. COVID-19 Pandemic. The Service Provider acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public Health Emergency of international concern; and the United States Department of Health and Human Services has declared a Public Health Emergency. The Service Provider further acknowledges that it is aware of the COVID-19 pandemic and that the existence of said pandemic will not constitute a force majeure or otherwise preclude the Service Provider's ability to perform the terms of this agreement absent the issuance of any Order by a governmental entity with jurisdiction that would preclude such performance.

CITY:

City of New Berlin

SERVICE PROVIDER:

Hydrocorp, LLC
[Insert Service Provider Name]

By:

Jim Wagener CFO
[Print Name & Title]

By:

[Print Name & Title]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN & Associates, Inc. 303 E Wacker Dr Suite 650 Chicago IL 60601	CONTACT NAME: Telisa Gibson PHONE (A/C, No, Ext): 312-856-9400 E-MAIL ADDRESS: tgibson@rbninsurance.com FAX (A/C, No): 312-856-9425
INSURED HydroCorp, LLC HydroSoft, LLC Florida HydroCorp, Inc 5700 Crooks Road, Suite 100 Troy MI 48098	INSURER(S) AFFORDING COVERAGE INSURER A : The Travelers Indemnity Co. INSURER B : Travelers Prop Cas Co of Amer INSURER C : Travelers Casualty & Surety Co of America INSURER D : Twin City Fire Insurance Co. INSURER E : ARCH SPECIAITY INS CO INSURER F : St. Paul Travelers

COVERAGES**CERTIFICATE NUMBER:** 1738860925**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	6602W649777	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
F	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BA2W651552	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP2W652616	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UBW651969	12/15/2023	12/15/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Crime Cyber E & O/Pollution Liability			83KB0486036-23 C-4LPY-053219-CYBER-2023	11/4/2023 12/15/2023	12/15/2024 12/15/2024	Limit Limit/Aggregate PLEASE SEE BELOW 2,000,000 2,000,000 FOR LIMITS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional (E & O) & Pollution Liability
Carrier: Underwriters at Lloyds
Effective 12/15/2023 Expiration 12/15/2024
Policy number: ANE1010955.23
Each Limit: 2,000,000
Aggregate Limit: 2,000,000
The City of New Berlin Its officers, elected & appointed employees, agents & volunteers are included as additional insureds on the general & automobile liability on a primary & non-contributory basis as required by written contract. Waiver of subrogation applies to the general, auto & work comp policies. 30 day notice of cancellation, 10 days for non-payment applies.

CERTIFICATE HOLDER**CANCELLATION**

City of New Berlin
3805 S. Casper Dr
New Berlin WI 53151

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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UTILITY STAFF REPORT

EXECUTIVE SUMMARY

CUSTOMER/PROJECT:	Cleaning and Televising of Sanitary Sewer Lines by Visu-Sewer LLC
LOCATION:	Three Locations Throughout the City
REQUEST:	Recommend to Common Council to accept proposal from Visu-Sewer LLC to clean and televise sanitary lines in three locations throughout the city in the amount of \$37,375.00.

UTILITY MANAGER RECOMMENDATION:
Accept proposal from Visu-Sewer LLC to clean and televise 11,500 feet of sanitary sewer in wooded easements at three locations throughout the city in the amount of \$37,375.00.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

Visu-Sewer LLC Sanitary Sewer Cleaning and Televising

DATE STAFF REPORT CREATED:	September 16, 2024
CUSTOMER/PROJECT NAME:	Visu-Sewer LLC Cleaning and Televising Project
ISSUE/DESCRIPTION OF PROJECT:	To clean and televise 11,500 feet of sanitary sewer.
REQUESTED ACTION:	Approve Visu-Sewer LLC proposal to clean and televise 11,500 feet of sanitary sewer in wooded easements at three locations throughout the city.
FISCAL IMPACT:	\$37,375.00
SOURCE OF FUNDS:	Wastewater Operations
RATIONALE:	These lines are inaccessible for maintenance without an easement machine, which the Utility does not possess.
PREVIOUS ACTION:	N/A
FINDINGS:	N/A
UTILITY MANAGER RECOMMENDATION:	See Executive Summary
ATTACHMENTS:	

Proposal

To: Joe Graser
City of New Berlin
4000 S. Casper Drive
New Berlin, WI 53151-5510
262-786-7086

From: Mike Olsen
Visu Sewer, LLC.
W230 N4855 Betker Dr.
Pewaukee, WI 53072
262-695-2340

Date: 8/8/2024

Project: Sanitary Sewer CCTV Inspection

Visu-Sewer is pleased to offer the following service:

CCTV inspection of approximately 11,500 linear feet of 8"-42" sanitary sewer, in The City of New Berlin. Project includes one (1) pass with a jet for light cleaning prior to televising, video data, inspection reports with PACP codes, and defect still photos. If needed, removal of obstructions (e.g., root, deposits, protruding taps) will be completed at the below T&M rates. Heavy cleaning with a vactor will be quoted separately.

Time & Material Rates:

Easement Access Lines – Three Man Crew: \$455.00 per hour (Port to Port)

(Estimate of +/- 75 hours)

Street Access Lines – Two Man Crew: \$325.00 per hour (Port to Port)

(Estimate of +/- 10 hours)

NOTES: By executing this agreement, you agree to pay for the actual time spent for mobilization and time on site to complete the project at the hourly rate above. Pipe sections where downstream manhole is inaccessible to cleaning equipment will be completed as CCTV only. Visu-Sewer will not be held liable for any damage and/or restoration to landscaping affected by the project.

The City of New Berlin will need to provide drivable equipment access to all manholes, detailed maps with naming conventions, water from nearby hydrants without charge, a dump site for captured debris, and traffic control beyond cones and signs.

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to call us at 800-876-8478.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, LLC. is authorized to do the work as specified.

Date: _____ Signature: _____

www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI - VIRGINIA - OHIO

CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE

1. Introduction. This document (hereinafter referred to as "Terms and Conditions") is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as "City") and the Service Provider identified below (hereinafter referred to as "Service Provider"). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred to as the "Services" between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary. If no Scope of Services is attached to this agreement, the parties agree that the following description of the services to be provided, as well as the compensation to be provided for those services shall apply: _____
Separate proposals will be generated to define the scope and pricing for individual projects. Unless specifically excluded in a proposal, landscape restoration needs resulting from work completed by Visu-Sewer, LLC will be completed by Visu-Sewer, LLC and cost shall be considered incidental.

Dates on which services are to be provided: TBD

The Services being provided hereunder shall be completed on or before: TBD

The cost of the Services being provided are as follows: Per signed proposal.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Storage of Materials. The storage of materials and storage of Contractor's equipment shall be the responsibility of the Contractor. The City agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

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8. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Service Provider understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Service Provider shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Service Provider, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

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event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

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with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

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CITY:
City of New Berlin

SERVICE PROVIDER:

Visu-Sewer, LLC

[Insert Service Provider Name]

By: _____

[Print Name & Title]

By: *Handy Belanger*

Handy Belanger VP, Sales
[Print Name & Title]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R & R Insurance Services Inc PO Box 1610 Waukesha WI 53187-1610	CONTACT NAME: Deborah Madsen PHONE (A/C, No, Ext): (262)574-7000 FAX (A/C, No): (262)574-7080 E-MAIL ADDRESS: clcertificates@rrins.com																					
INSURED Visu-Sewer LLC W230 N4855 Betker Rd PO Box 804 Pewaukee WI 53072-0804	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Phoenix Ins Co (Travelers)</td><td>25623</td></tr><tr><td>INSURER B:</td><td>Charter Oak Fire Ins Co (Travelers)</td><td>25615</td></tr><tr><td>INSURER C:</td><td>Travelers Prop Cas Ins Co of America</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Travelers Indemnity Co of Connecticut</td><td>25682</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Phoenix Ins Co (Travelers)	25623	INSURER B:	Charter Oak Fire Ins Co (Travelers)	25615	INSURER C:	Travelers Prop Cas Ins Co of America	25674	INSURER D:	Travelers Indemnity Co of Connecticut	25682	INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:CL2431546577****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY	X		C0-5968X624 #CGD604 02-19 (AI) #CGD316 02-19 (WOS) #CGT100 02-19 (WOS)	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	10,000 Ded - PD Only						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000	
B	☒ AUTOMOBILE LIABILITY	X		810-5968X624 #CAT353 02-15 (AI/WOS) #CAT499 02-16 (AI/PNC)	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO						☐ SCHEDULED AUTOS	BODILY INJURY (Per person)	\$
	☒ ALL OWNED AUTOS						☒ NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS							PROPERTY DAMAGE (Per accident)	\$
C	☒ UMBRELLA LIAB	☒ OCCUR		CUP-0J357280 #EU0001 07-16 (AI/PNC/WOS)	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 15,000,000	
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 15,000,000	
	DED ☒ RETENTION \$ 10,000							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☒ N	N/A	UB-3K116933	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
B	Contractors Equipment			660-5167X974	4/1/2024	4/1/2025	Leased/Rented Equipment	300,000	
B	Installation Floater			660-5167X974	4/1/2024	4/1/2025	Any One Jobsite & In Transit	500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of New Berlin and any of its employees, officers or agents are Additional Insureds on a primary and non-contributory basis for General Liability, including ongoing and completed operations, and Auto Liability per forms listed above when required by a written contract. A 30-Day Notice of Cancellation applies in favor of City of New Berlin for reasons other than non-payment.

CERTIFICATE HOLDER**CANCELLATION**

City of New Berlin 3805 S. Casper Dr. New Berlin, WI 53151	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Daniel Scheider/DM586 <i>Dan Scheider</i>

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UTILITY STAFF REPORT

EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Westward Manor Sewer Lining

LOCATION: Westward Manor Area

REQUEST: Award Maintenance Contract to Lowest Responsive Bidder, Visu-Sewer LLC

UTILITY MANAGER RECOMMENDATION:
Recommend to the Common Council to award the maintenance contract for Westward Manor sewer lining to the lowest responsive bidder, Visu-Sewer LLC, in the amount of \$127,667.00 with a ten percent contingency of \$12,767.00 for total project cost of \$140,434.00.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

Westward Manor Sewer Lining

DATE STAFF REPORT CREATED:	September 18, 2024
CUSTOMER/PROJECT NAME:	Westward Manor Sewer Lining
ISSUE/DESCRIPTION OF PROJECT:	C.I.P.P. Lining of 1,871 Feet of Sanitary Sewer
REQUESTED ACTION:	Recommend to the Common Council to award the maintenance contract for Westward Manor sewer lining to the lowest responsive bidder, Visu-Sewer LLC, in the amount of \$127,667.00 with a ten percent contingency of \$12,767.00 for total project cost of \$140,434.00.
FISCAL IMPACT:	\$140,434.00
SOURCE OF FUNDS:	Wastewater
RATIONALE:	Continuing Inflow/Infiltration Program
PREVIOUS ACTION:	N/A
FINDINGS:	N/A
UTILITY MANAGER RECOMMENDATION:	See Executive Summary
ATTACHMENTS:	Bid award recommendation letter



September 18, 2024

Alex Parker
City of New Berlin
4000 S. Casper Drive
New Berlin, WI 53151

Re: Westward Manor Sewer Lining

Dear Alex,

We have reviewed and tabulated the two bids received for the Westward Manor Sewer Lining project and confirmed that the as-read low bidder, Visu-Sewer, LLC of Pewaukee, Wisconsin is the low bidder for this project. The bid amounts received for the Base Bid items are as follows:

Visu-Sewer, LLC	\$ 127,667.00
Insituform Technologies USA, LLC	\$ 259,363.04

The bid also included an Alternate Bid for additional 8-inch and 10-inch sewer lining. Insituform's bid for the Alternate Item was \$143,500.00, while Visu-Sewer listed a bid of "\$0 per LF" for the Alternate Item. I discussed the Alternate Bid with Pete Baumann from Visu-Sewer, who clarified that they meant that the per lineal foot cost for the additional lining would be the same as their Base Bid amount. This was not clear on the Bid Form, and therefore I am not making a recommendation in relation to the Alternate Bid.

Clark Dietz recommends that the City award a contract to the low bidder, **Visu-Sewer, LLC** in the amount of **\$127,667.00 for the Base Bid items.**

If you have any questions or require additional information regarding this matter, please contact our office.

Sincerely,

Diane L. Thoune, PE
Project Manager
Clark Dietz, Inc.

UTILITY STAFF REPORT

EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Kelly Pointe Manhole Lining

LOCATION: Kelly Pointe Area

REQUEST: Award Maintenance Contract to Lowest Responsive Bidder, Hydro-Klean LLC

UTILITY MANAGER RECOMMENDATION:
Recommend to the Common Council to award the maintenance contract for Kelly Pointe manhole lining to the lowest responsive bidder, Hydro-Klean LLC, in the amount of \$54,573.60 with a ten percent contingency of \$5,457.36 for a total project cost of \$60,030.96.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

Kelly Pointe Manhole Lining

DATE STAFF REPORT CREATED:	September 18, 2024
CUSTOMER/PROJECT NAME:	Kelly Pointe Manhole Lining
ISSUE/DESCRIPTION OF PROJECT:	Cementitious Lining of Eleven Manholes
REQUESTED ACTION:	Recommend to the Common Council to award the maintenance contract for Kelly Pointe manhole lining to the lowest responsive bidder, Hydro-Klean LLC, in the amount of \$54,573.60 with a ten percent contingency of \$5,457.36 for a total project cost of \$60,030.96.
FISCAL IMPACT:	\$60,030.96
SOURCE OF FUNDS:	Wastewater
RATIONALE:	Continuing Inflow/Infiltration Program
PREVIOUS ACTION:	N/A
FINDINGS:	N/A
UTILITY MANAGER RECOMMENDATION:	See Executive Summary
ATTACHMENTS:	Bid award recommendation letter



September 17, 2024

Alex Parker
City of New Berlin
4000 S. Casper Drive
New Berlin, WI 53151

Re: Kelly Pointe Manhole Lining

Dear Alex,

We have reviewed and tabulated the two bids received for the Kelly Pointe Manhole Lining project and confirmed that the as-read low bidder, Hydro-Klean, LLC of Des Moines, Iowa, is the low bidder for this project. The bid amounts received are as follows:

Hydro-Klean, LLC	\$ 54,573.60
National Power Rodding Corp.	\$ 74,400.00

Clark Dietz recommends that the City award a contract to the low bidder, **Hydro-Klean, LLC** for the bid amount of **\$54,573.60**.

If you have any questions or require additional information regarding this matter, please contact our office.

Sincerely,

Diane L. Thoune, PE
Project Manager
Clark Dietz, Inc.