



Utility Committee Meeting Agenda

February 25, 2025 - 4:45 PM
Council Chambers
3805 S. Casper Drive

Published: February 21, 2025

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. January 28, 2025 Meeting Minutes
4. **NEW BUSINESS**
 - A. UT 06-25 Recommend to the Common Council to award the professional services contract for the 2025 flow monitoring and I/I quantification project to raSmith to assist the Utility with the 2025 Sanitary Sewer Flow Monitoring Program.
5. **OLD BUSINESS**
6. **UPDATES**
7. **ADJOURN**

Additional Information

- The agenda packet, including supplemental information related to agenda items, is available online at www.NewBerlinWI.gov. Once finalized by the governing body, approved meeting minutes will also be posted online.
- Agenda items may be taken out of order at the governing body's discretion.
- Members, and possibly a quorum, of other municipal governmental bodies may attend this meeting to gather information. However, no action will be taken by any governmental body other than the one referenced in this notice.
- Accommodations will be provided under the Americans with Disabilities Act (ADA) to meet the needs of individuals with disabilities. If you require assistance or appropriate aids and services, please contact the Office of the City Clerk at (262) 786-8610 with reasonable notice.



Utility Committee MEETING MINUTES

January 28, 2025 - 4:45 PM
Council Chambers
3805 S. Casper Drive

MINUTES

1. CALL TO ORDER

Alderman Harenda called the meeting to order at 4:48 PM

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

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

Excused: Commissioner Timothy Anderson

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

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

3. APPROVAL OF MINUTES

A. 12/03/2024 Meeting Minutes

MOTION: Motion to Approve

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

4. NEW BUSINESS

A. UT 01-25 Recommend to the Common Council to approve the Milwaukee Metro Sewerage District (MMSD) Funding Agreement for the Private Property Infiltration and Inflow (PPI/I) in an amount not to exceed \$338,400.00 for cost incurred throughout the work described in Attachment A in this agreement.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa

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

- B.** UT 02-25 Recommend to the Common Council to approve the professional services contract for the engineering and consulting for private property I/I dye testing with raSmith in the amount of \$82,000.00 with an additional \$8,200.00 (10%) for contingencies, resulting in a total project cost of \$90,200.00.

MOTION: Motion to Approve

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

- C.** UT 03-25 Recommend to the Common Council to approve the professional services contract for a leak detection survey with Westrum Leak Detection in the amount of \$11,950.00, without contingency, for a total project cost of \$11,950.00.

MOTION: Motion to Approve

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

- D.** UT 04-25 Recommend to the Common Council to award the construction contract for the Davit Lift Station Cranes to the lowest responsive bidder, Sabel Mechanical LLC, in the amount of \$68,279.00 with \$6,828.00 (10%) in contingencies, for a total project cost not to exceed \$75,107.00.

MOTION: Motion to Approve

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

- E.** UT 05-25 Recommend to the Common Council to approve the professional services agreement with CBS Squared for consulting services related to the design, engineering, plans, specifications, and bidding documents for the Greenridge water main replacement project in the amount of \$148,700.00.

MOTION: Motion to Approve

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

5. OLD BUSINESS

- A.** Discussion and possible recommendation to the Common Council to approve a gas service easement agreement with We Energies for Calhoun Tower, as reviewed and approved by the City Attorney.

MOTION: Motion to Approve

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

6. UPDATES

7. ADJOURN

MOTION: Motion to Adjourn at 5:01 PM

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

Respectfully Submitted,
Sarah Holtz, Assistant Deputy City Clerk

UTILITY STAFF REPORT

EXECUTIVE SUMMARY

CUSTOMER/PROJECT:	2025 Flow Monitoring Project
LOCATION:	City Wide
REQUEST:	Award Professional Services Contract to raSmith for 2025

UTILITY MANAGER RECOMMENDATION:
Recommend to the Common Council to award the professional services contract for the 2025 flow monitoring and I/I quantification project to raSmith to assist the Utility with the 2025 Sanitary Sewer Flow Monitoring Program.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

2025 Flow Monitoring Project

DATE STAFF REPORT CREATED:	February 20 th , 2025
CUSTOMER/PROJECT NAME:	2025 Flow Monitoring Project
ISSUE/DESCRIPTION OF PROJECT:	Flow Monitoring and I/I Quantification Project
REQUESTED ACTION:	Recommend to the Common Council to award the professional services contract for the 2025 flow monitoring and I/I quantification project to raSmith to assist the Utility with the 2025 Sanitary Sewer Flow Monitoring Program.
FISCAL IMPACT:	\$50,000.00
SOURCE OF FUNDS:	Sewer Operations
RATIONALE:	Quantifying data collected by utility flow monitors to determine sources of inflow and infiltration.
PREVIOUS ACTION:	N/A
FINDINGS:	N/A
UTILITY MANAGER RECOMMENDATION:	See Executive Summary
ATTACHMENTS:	raSmith Proposal

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE
FOR PROFESSIONAL SERVICES**

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.

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. 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 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinafter

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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

CITY:
City of New Berlin

SERVICE PROVIDER:

R. A. Smith, Inc.

[Insert Service Provider Name]

By: _____

Alex Parker - Utility Manager

[Print Name & Title]

By: _____

Benjamin High, P.E. - Project Manager

[Print Name & Title]

By: _____

Title: _____

Date: _____

January 24, 2025

Mr. Alex Parker
Utility Manager
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

SENT VIA EMAIL

Re: Proposal for Professional Services
raSmith Project No.: 2254605

Dear Mr. Parker:

raSmith appreciates the opportunity to work with the City of New Berlin Utilities Department on the 2025 Flow Monitoring and I/I Quantification project. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

Scope of Services

A. Flow Monitoring

Per the results of the 2024 Flow Monitoring and I/I Quantification project, and the desire to quantify the past rehabilitation project areas, we propose to assist the Utility with their 2025 sanitary sewer flow monitoring program as in past years.

We will be quantifying data from the basins monitored during the 2025 program along with the lift stations and MMSD sites located in the City during the time period of March 2025 to November 2025. We will also be quantifying the I/I reductions that have been experienced due to recent rehabilitation projects that have occurred over the past few years. We will perform the following steps for installing the monitoring equipment, performing monthly site visits with the Utility and quantifying the I/I for the monitored sites in the City:

1. Flow Monitor Installation and Monthly Site Visits
 - a. Determine installation locations for flow monitors based on the results of the 2024 Flow Monitoring I/I Quantification program, previous Utility studies and rehabilitation projects, basins identified in the latest MMSD facility plan, and other Utility interests, which includes the use of MMSD funding to address private property issues in the City.
 - b. Assist Utility staff with the set-up and installation of the Utility owned flow monitors. The amount of meters installed in the program will be determined after identifying the basin locations and flow monitoring equipment available. A 2-day setup and installation, including Utility staff, will be anticipated for this project.
 - c. Utility staff will continue to perform downloads and maintenance on the meters as done in recent programs. We will continue to meet with the Utility once a month throughout the monitoring period to briefly analyze the collected data, verify the integrity of each monitoring site, and ensure that quality data is being collected.

- d. At the conclusion of the monitoring period, Utility staff will perform monitor removal and cleaning with limited services from our staff.
2. Flow Monitoring I/I Quantification
 - a. Acquire data from the City's rain gauges and lift stations for the monitoring time period.
 - b. Correlate rainfall data with flow monitoring data.
 - c. Develop flow statistics (maximums, minimums, averages, base flow).
 - d. Perform I/I per inch-mile and %RDII calculations.
 - e. Make recommendations for prioritizing cleaning, televising, and dye testing sewers. Further recommendations can be drawn to steer current and future public and private sewer rehabilitation efforts as well.
 - f. Submit a final summary report to the City.

B. CMAR Reporting

We will continue to help the City with their annual CMAR submittal to the WDNR. Below is a list of the tasks included in this item:

1. CMAR data collection.
2. CMAR form data entry.
3. CMAR form submittal to the WDNR.

C. MMSD PPII Program Submittals

We will continue to help the City with all submittals to the MMSD in regards to various PPII projects. This work includes but is not limited to the following:

1. Meetings with MMSD personnel
2. Work Plan development and submittals
3. Funding Agreement reviews

Completion Schedule

The flow monitors will be installed from March 2025 to November 2025. Data quantification will be ongoing with the monitoring portion of the project, with the final report delivery 90 days after the monitors are removed.

The CMAR and the MMSD related work will be completed during the 2025 calendar year.



Mr. Alex Parker
Utility Manager, City of New Berlin
Page 3 / January 24, 2025

Professional Fees

The above services will be provided for a lump sum fee of **\$50,000.00**. Services will be billed each month based on the work completed.

Usual and customary expenses such as mileage, printing, delivery and postage are not included in the lump sum fee and will be billed at cost as a reimbursable expense.

Client Responsibilities/Assumptions

The terms and conditions set forth herein are valid for 120 days from the date of this proposal and are conditioned upon our completion of all services within 365 days.

If you would like to authorize raSmith to proceed with your project, please sign the City of New Berlin General Terms and Conditions of Service for Professional Services that this letter is attached to and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with you on this project.

If you have any questions, please contact me at (262) 317-3273 or ben.high@rasmith.com.

Sincerely,
raSmith

A handwritten signature in blue ink, appearing to read 'Benjamin G. High', followed by a smaller, less legible signature.

Benjamin G. High, P.E.
Project Manager

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