

# Utility Committee Meeting Agenda



September 23, 2025 - 4:45 PM  
Council Chambers  
3805 S. Casper Drive

*Published: September 18, 2025*

*Revised: September 19, 2025*

## AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
  - A. July 22, 2025 Meeting Minutes
4. **NEW BUSINESS**
  - A. UT 14-25 Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for the additional construction engineering and inspection services not to exceed \$83,900.00. Total cost not to exceed \$165,700.00 for Professional Services for the entire project.
  - B. UT 15-25 Recommend to the Common Council the awarding of a Professional Services Agreement to Clark Dietz, Inc. for consulting services related to plan design, bidding and construction phases of sanitary sewer lining. Project not to exceed \$54,700.00.
5. **OLD BUSINESS**
6. **UPDATES**
  - A. Update on August 9-10, 2025 storm event.
7. **ADJOURN**

### Additional Information

- The agenda packet, including supplemental information related to agenda items, is available online at [www.NewBerlinWI.gov](http://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

July 22, 2025 - 4:45 PM  
Council Chambers  
3805 S. Casper Drive

## MINUTES

### 1. CALL TO ORDER

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

### 2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

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

Excused: Commissioner Timothy Anderson

Staff Present: City Attorney Thomas Schmitzer, Utility Manager Alex Parker, Accounting Supervisor John Sughroue, Assistant Deputy City Clerk Sarah Holtz

Sarah Holtz confirmed that a quorum was present and that the meeting was properly posted.

### 3. APPROVAL OF MINUTES

#### A. June 24, 2025 Meeting Minutes

**MOTION:** Motion to Approve

**VOTE:** Motion by: Aldersperson Kroupa  
Second by: Aldersperson Hopkins  
Motion Passed 4-0

### 4. NEW BUSINESS

A. UT 12-25 Recommend to the Common Council to amend the 2025 Water Capital Budget in the amount of \$89,900.00 for the Moorland Road Watermain Crossings - Lining Project. The additional funds will be used to offset an increase in contractor labor, material costs and a 5% contingency for the relining project. With a total project cost not to exceed \$1,150,500.00.

**MOTION:** Motion to Approve

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

- B.** UT 13-25 Recommend to the Common Council to award the construction contract for the Moorland Road Watermain Crossings - Lining Project to the lowest responsive bidder, Mid City Corporation, in the amount of \$1,096,535.00.

**MOTION:** Motion to Approve

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

## **5. OLD BUSINESS**

None

## **6. CLOSED SESSION**

**MOTION:** Motion to Enter Closed Session at 4:51 PM

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

- 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.** Discussion and possible recommendations regarding continuing lease agreement proposals from MD7/AT&T for AT&T Sunny Slope Tower #2 and Calhoun Tower #1.

## **7. RECONVENE TO OPEN SESSION**

**MOTION:** Motion to Return to open session

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

- A.** Discussion and possible recommendations regarding continuing lease agreement proposals from MD7/AT&T for AT&T Sunny Slope Tower #2 and Calhoun Tower #1.

No action was taken coming out of Closed Session.

**8. UPDATES**

None

**9. ADJOURN**

**MOTION:** Motion to Adjourn at 4:58 PM

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

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

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** Jacobs Ridge Lift Station Upgrade Amendment

**LOCATION:** Jacobs Ridge Lift Station

**REQUEST:** To approve Professional Services Contract Amendment for Construction Engineering & Inspection Services

**UTILITY MANAGER RECOMMENDATION:**  
Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for the additional construction engineering and inspection services not to exceed \$83,900.00. Total cost not to exceed \$165,700.00 for Professional Services for the entire project.

**DETAILS IN ATTACHED STAFF REPORT**

**CITY OF NEW BERLIN  
UTILITIES DEPARTMENT  
STAFF REPORT**

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**Jacobs Ridge Lift Station Upgrade Amendment**

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**DATE STAFF REPORT CREATED:** September 15, 2025

**CUSTOMER/PROJECT NAME:** Jacobs Ridge Lift Station Update  
Contract Revision

**ISSUE/DESCRIPTION OF PROJECT:** The Utility would like Clark Dietz to be the construction engineer and inspector for the Jacobs Ridge project.

**REQUESTED ACTION:**  
Recommend to the Common Council the approval of a Professional Services Contract Revision to Clark Dietz, Inc. for the additional construction engineering and inspection services not to exceed \$83,900.00. Total cost not to exceed \$165,700.00 for Professional Services for the entire project.

**SOURCE OF FUNDS:** 2025 CIP Budget

**RATIONALE:**  
This work is necessary to complete the plans to perform the upgrade in 2026.

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** Professional Services Agreement, Amendment 1

**PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT NUMBER 1**

**Jacobs Ridge Lift Station Rehabilitation (“Project”)**

This Amendment to the Professional Services Agreement dated May 5, 2025 is by and between:

**City of New Berlin (“Client”)**

3805 S Casper Drive  
New Berlin, WI 53151

and,

**Clark Dietz, Inc. (“Clark Dietz”)**

500 N. 3<sup>rd</sup> Street, Suite 703  
Wausau, WI 54403

Who agree as follows:

**Whereas;** Clark Dietz will provide Construction Engineering Services for the Jacobs Ridge Lift Station Rehabilitation project.

**Now Therefore;** this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

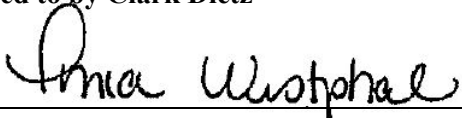
**Agreed to by Client**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to by Clark Dietz**

By: 

Title: Vice President

Date: 8/15/25

**PART I  
SERVICES BY CLARK DIETZ**

**A. Amendment Description**

The work of this amendment includes construction engineering services for the Jacobs Ridge Lift Station Rehabilitation project. Construction engineering services shall consist of part-time onsite observation, contractor coordination, and associated documentation

**B. Scope**

The original contract scope shall be modified as follows:

1. DESIGN PHASE – No change.
2. BIDDING/NEGOTIATION PHASE – No change.
3. CONSTRUCTION PHASE
  - a. Prepare Notice to Proceed and issue to the Contractor.
  - b. Set up a pre-construction conference between the Contractor and City staff. Prepare and distribute minutes from the meeting.
  - c. Review all contractor submittals, shop drawings, test results, etc. prior to Contractor fieldwork.
  - d. Act as the City’s representative throughout construction of the project.
  - e. Provide part-time onsite engineering observation services during construction to check for consistency with the bid documents.
  - f. The construction observer will authorize minor variations in the work in the field that do not affect the contract cost or time, if such variations are consistent with the general requirements of the Contract Documents.
  - g. The construction observer will provide the Contractor with technical clarifications and interpretations while onsite.
  - h. The Project Manager will provide oversight and provide regular updates to City staff during project construction.
  - i. Review Contractor pay request submittals for accuracy and verify work completed. Upon review, make a recommendation to the City for payment.
  - j. Review change order requests to assess their need. If a change order is warranted, provide documentation why a change order is needed and then forward the request to City staff for review and implementation into the contract.
  - k. Assist with the project close-out. Perform a final inspection of the work after the work is completed. Prepare and present punch-lists to Contractor. Provide an “As-

Built” set of plans, including a set of reproducible record drawings in an electronic Autocad version.

- l. Services do not include evaluation of “or-equal” equipment or value engineering.
- m. Services are based on the schedule below.

**C. Schedule**

The schedule will be revised from the Professional Services Agreement as shown.

Project Bid	December 2025
Notice of Award	January 2026
Pre-construction Meeting	April 2026
All Work Complete	May 2027*

\*This schedule is based on Clark Dietz’s design services schedule and the final completion date expected to be included in the project manual.

**D. Assumptions/Conditions (If applicable)**

This Amendment is subject to the following assumptions/conditions:

- 1. No change.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

**A. Information/Reports**

1. No change.

**B. Representative**

1. No change.

**C. Decisions**

1. No change.

**D. Other**

1. No change.

**PART III  
COMPENSATION**

**A. Compensation**

1. Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Amendment will be a lump sum amount of \$ 83,900.00 . This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. This Amendment increases the total compensation authorized to \$ 165,700.00 .

**B. Billing and Payment – No Change**

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** Sanitary Sewer Lining Project

**LOCATION:** City Wide

**REQUEST:** To approve the Professional Services Agreement for the design, bidding and construction inspection for lining of approximately 13,000 feet of sanitary sewer.

**UTILITY MANAGER RECOMMENDATION:**  
Recommend to the Common Council the awarding of a Professional Services Agreement to Clark Dietz, Inc. for consulting services related to plan design, bidding and construction phases of sanitary sewer lining. Project not to exceed \$54,700.00.

**DETAILS IN ATTACHED STAFF REPORT**

CITY OF NEW BERLIN  
UTILITIES DEPARTMENT  
STAFF REPORT

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**Sanitary Sewer Lining Project**

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**DATE STAFF REPORT CREATED:** September 15, 2025

**CUSTOMER/PROJECT NAME:** City of New Berlin Sanitary Sewer Lining

**ISSUE/DESCRIPTION OF PROJECT:** This project consists of lining approximately 10,300 feet of existing 8-inch clay and concrete sewer, approximately 2,650 feet of existing 10-inch concrete sewer and approximately 275 feet of existing cast iron sewer.

**REQUESTED ACTION:**  
Recommend to the Common Council the awarding of a Professional Services Agreement to Clark Dietz, Inc. for consulting services related to plan design, bidding and construction phases of sanitary sewer lining. Project not to exceed \$54,700.00.

**FISCAL IMPACT:** \$54,700.00

**SOURCE OF FUNDS:** Wastewater

**RATIONALE:** These sections have been identified as failing or subject to infiltration and inflow. Lining is a simple cost effective method to reduce I&I and mitigate future issues.

**ATTACHMENTS:** Professional Services Agreement and Maps



Department of  
Community Development

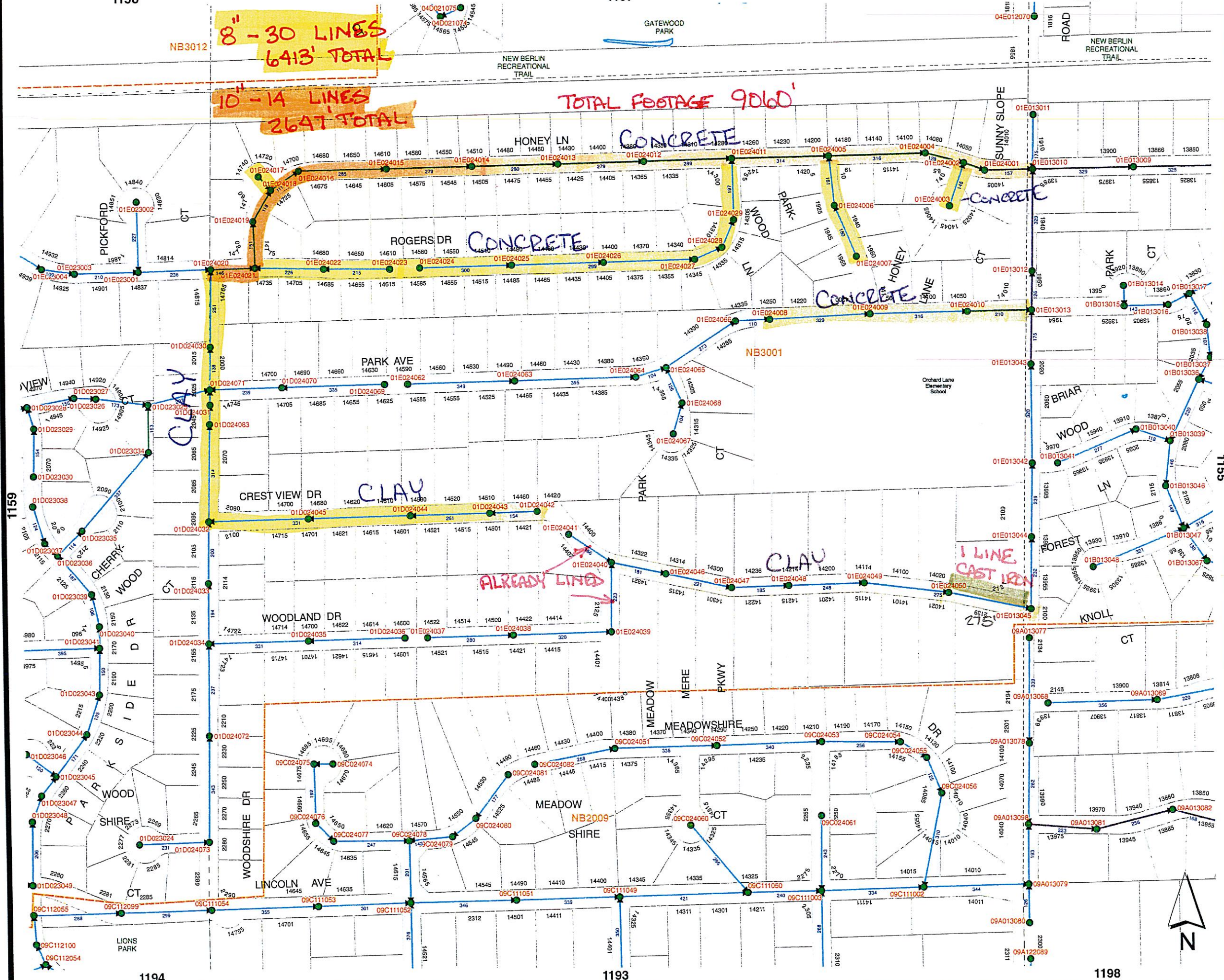
3805 S Casper Dr.  
New Berlin WI 53151  
(262) 797-2445  
www.newberlin.org

The information and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically admonishes and advises that any and all depictions, measurements, distances depicted herein and as to which specific or precise accuracy is required should be determined by procurement or certified maps, surveys, plats, Flood Insurance Studies, or other official means.

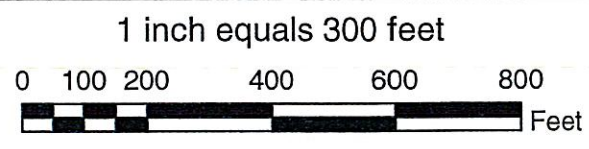
8" - 30 LINES  
6413' TOTAL

10" - 14 LINES  
2647' TOTAL

TOTAL FOOTAGE 9060'



- Sanitary Main Diameter(Inches)
  - 8
  - 10
  - 12
  - 15
  - 18
  - 21
  - 24
  - 27
  - 30
  - 36
  - 42
- Sanitary Manhole
  - Manhole Not in System
  - Force Main
  - Abandon Force Main
  - Sanitary Lift Station
  - MMSDSewersheds
  - Parcel
  - School
  - Park
  - ROW Existing
  - ROW Proposed
  - Railroad ROW
  - Quarter-Section
  - City Boundary



Section	Taxkey Prefix
2	1160
SE 1/4	

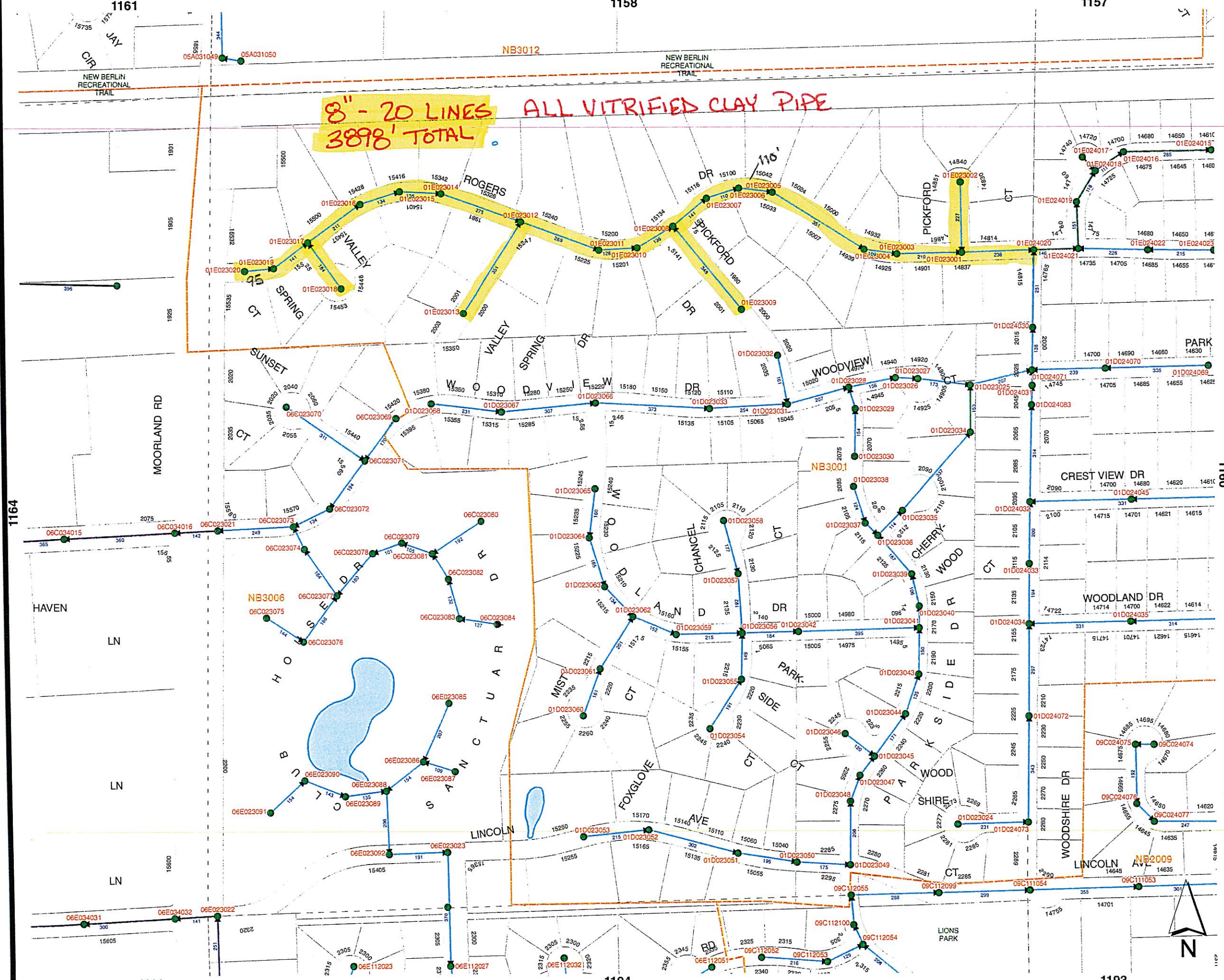
6	5	4	3	2	1
7	8	9	10	11	12
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31	32	33	34	35	36
6	5				



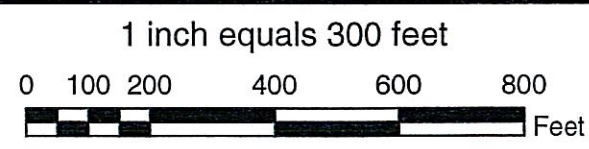
**Department of Community Development**  
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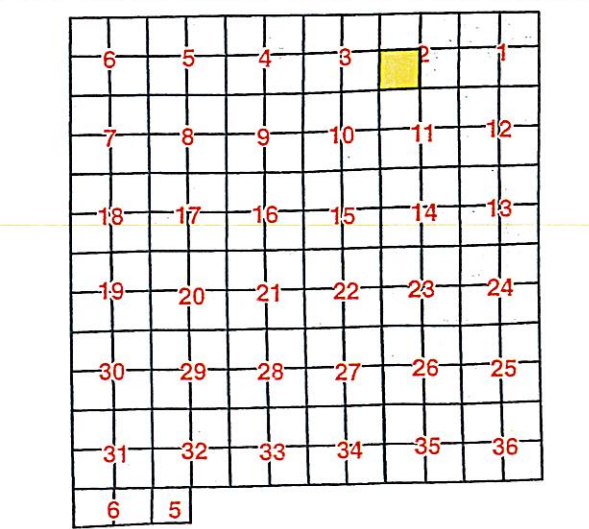
**8" - 20 LINES ALL VITRIFIED CLAY PIPE**  
**3898' TOTAL**



- Sanitary Main
- Diameter(Inches)
- No Information
- 8
- 10
- 12
- 15
- 18
- 21
- 24
- 27
- 30
- 36
- 42
- Sanitary Manhole
- Manhole Not in System
- Force Main
- Abandon Force Main
- Sanitary Lift Station
- MMSDSewersheds
- Parcel
- School
- Park
- ROW Existing
- ROW Proposed
- Railroad ROW
- Quarter-Section
- City Boundary



Section	Taxkey Prefix
<b>2</b>	<b>1159</b>
SW 1/4	



**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 the project 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. 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.

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 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 hereinunder 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 and will control.

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. 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.

19. 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.

20. 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:**

Clark Dietz, Inc.  
[Insert Service Provider Name]



By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name & Title]

Kevin Hetrick, Senior Vice President  
[Print Name & Title]

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name (“Project”)**

**2026 Sewer Lining**

This Agreement is by and between

**City of New Berlin (“Client”)**

3805 S Casper Drive  
New Berlin, WI 53151

and

**Clark Dietz, Inc. (“Clark Dietz”)**

500 N 3rd Street, Suite 703  
Wausau, WI 54403

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I - SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

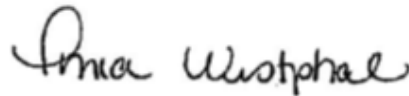
**Agreed to by Client**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to by Clark Dietz**



By: \_\_\_\_\_

Title: Vice President

Date: 8/15/25

**PART I  
SERVICES BY CLARK DIETZ**

**A. Project Description**

The work of this agreement will include the design and public bidding of sanitary sewer lining in the following areas.

1. Approximately 10,300 feet of existing 8-inch clay and concrete sewer located on Rogers Dr, Valley Spring Ct, Valley Spring Dr, Pickford Dr, Pickford Ct, Parkwood Ln, Honey Lane Ct, Woodshire Dr, Park Ave, and Crest View Dr.
2. Approximately 2,650 feet of existing 10-inch concrete sewer located on Honey Ln and Rogers Dr.
3. Approximately 275 feet of existing 8-inch cast iron sewer located on Crest View Dr.

The work will not include lining or repairs to the existing manholes or sewer laterals.

Clark Dietz will provide construction engineering services during completion of the sewer lining.

**B. Scope**

1. DESIGN PHASE
  - a. Schedule a virtual project kick-off meeting with City Utilities staff to discuss project objectives, schedule, and personnel.
  - b. Review and verify the sewer sections to be lined.
  - c. Prepare maps of the project site, including a location map and a map of the existing sewer. The maps will be based on Waukesha County GIS and the City's sewer system plans.
  - d. Select a sewer lining system that will be installed by a contractor certified by the lining manufacturer.
  - e. Prepare detailed specifications. The sewer lining system will be based on a performance-type specification. The specifications will require development of a traffic control plan by the contractor.
  - f. Submit 50% complete project maps and specifications to the City Utilities staff for review and comment.
  - g. Attend a virtual plan review meeting with all City Utilities staff who will be reviewing the project documents so that all comments can be compiled during the meeting.
  - h. Revise project plans and specifications based on comments from City Utilities staff.
  - i. Submit 90% complete project maps and specifications to the City Utilities staff for review.
  - j. Prepare front-end documents using the City's standard documents.
  - k. Prepare a construction cost estimate at the 90% completion point.
  - l. Meet with the City Utilities staff virtually at the 90% completion point to discuss any necessary revisions to the Contract Documents and present the estimated construction cost.
  - m. Prepare final bidding documents based on comments received from the City Utilities staff.

## 2. BIDDING PHASE

- a. Assist the City Utilities with advertising and obtaining the bid for a single prime construction contract.
- b. Provide the final Bidding Documents in electronic format and manage distribution of and payment for plan sets and bid documents electronically through our online plan holder service (Quest CDN). The list of plan holders will also be maintained electronically.
- c. Address bidders' questions concerning the project and prepare addenda as necessary for clarifications to the Bidding Documents.
- d. Attend and conduct the bid opening and prepare a bid tabulation.
- e. Review the bids submitted and provide a written recommendation of contract award to the City.
- f. Prepare a Notice of Award and the final contracts for signatures.

## 3. CONSTRUCTION PHASE

- a. Prepare Notice to Proceed and issue to the Contractor.
- b. Set up a pre-construction conference between the Contractor and City staff. Prepare and distribute minutes from the meeting.
- c. Review all contractor submittals, shop drawings, test results, etc. prior to Contractor fieldwork.
- d. Act as the City's representative throughout construction of the project.
- e. Provide part-time onsite engineering observation services during construction to check for consistency with the bid documents.
- f. The construction observer will authorize minor variations in the work in the field that do not affect the contract cost or time, if such variations are consistent with the general requirements of the Contract Documents.
- g. The construction observer will provide the Contractor with technical clarifications and interpretations while onsite.
- h. The Project Manager will provide oversight and provide regular updates to City staff during project construction.
- i. Review Contractor pay request submittals for accuracy and verify work completed. Upon review, make a recommendation to the City for payment.
- j. Review change order requests to assess their need. If a change order is warranted, provide documentation why a change order is needed and then forward the request to City staff for review and implementation into the contract.
- k. Assist with the project close-out. Perform a final inspection of the work after the work is completed. Prepare and present punch-lists to Contractor. Provide an "As-Built" set of plans, including a set of reproducible record drawings in an electronic Autocad version.
- l. Services do not include evaluation of "or-equal" materials or value engineering.

m. Services are based on the schedule below.

**C. Schedule**

Notice to Proceed	October 2025
Project Kick-off Meeting	October 2025
Submittal of 50% Construction Documents	November 2025
Submittal of 90% Construction Documents	December 2025
Submit Construction Cost Estimate	December 2025
Meet with Utility Staff	January 2026
Final Plan Submittal	January 2026
Project Bid	February 2026
Notice of Award	March 2026
Pre-construction Meeting	April 2026
All Work Complete	November 2026*

\*This schedule is based on Clark Dietz’s design services schedule and the final completion date expected to be included in the project manual.

**D. Assumptions/Conditions (if applicable)**

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
2. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
3. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

The tasks below can be performed for an additional fee:

1. Preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services;
2. Preparation of assessment roles or schedules;
3. Geotechnical investigations;
4. Processing of Federal permits;
5. Contaminated site Phase I or Phase II environmental assessment investigations or remediation activities;
6. Cultural, historic, archeological, or wetland assessment investigations or remediation activities.
7. Retrieval and procurement of records required pursuant to a Freedom of Information Act request.

The list above is not all-inclusive.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

**A. Information/Reports**

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Joe Graser.**

**C. Decisions**

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**D. Other**

None.

**PART III  
COMPENSATION**

**A. Compensation**

1. Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I – SERVICES BY CLARK DIETZ of this Agreement will be the lump sum amount detailed as following:

DESIGN PHASE:	\$ 12,100
BIDDING PHASE:	\$ 3,800
<u>CONSTRUCTION PHASE:</u>	<u>\$ 38,800</u>
PROJECT TOTAL:	\$ 54,700

This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses .

**B. Billing and Payment**

1. Timing/Format
- a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
  - b. If payment in full is not received by Clark Dietz within 45 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
  - c. If the Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
  - d. Client shall make payments to Clark Dietz using one of the following methods:
    - 1) CLARK DIETZ LOCKBOX:  
Clark Dietz, Inc.  
125 West Church Street  
Champaign, IL 61820
    - 2) ELECTRONIC FUNDS/ACH PAYMENT:  
Account Name : Clark Dietz, Inc  
Bank Name: Hickory Point Bank and Trust  
Address: 225 N. Water St.  
City/State/Zip: Decatur, Il 62523  
Account Number: 3911880  
ABA Routing Number: 071124805
    - 3) WIRE TRANSFER (*\*Wire fees are the responsibility of the sending party*)  
Bank Name: Hickory Point Bank and Trust

Address: 225 N. Water St.  
City/State/Zip: Decatur, IL 62523  
ABA/Routing Number: 071124805  
Account Title: Clark Dietz, Inc.  
Account Address: 125 W. Church St.  
City/State/Zip: Champaign, IL 61820-3510  
Account Number: 3911880

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV  
STANDARD TERMS AND CONDITIONS**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.  
  
The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.  
  
Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.  
  
In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.  
  
The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
15. **LIMITATIONS OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or \$250,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
16. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
17. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.
18. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.
19. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.
20. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.
21. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants.
22. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

23. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
24. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.
25. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.