

# Utility Committee Meeting Agenda

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December 2, 2025 - 4:45 PM  
Conference Room A/B  
3805 S. Casper Drive

Published: 11/25/2025

Revised: 12/01/2025

## AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
  - A. October 28, 2025 Meeting Minutes
4. **NEW BUSINESS**
  - A. UT 16-25 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 \$236,000.00.
  - B. UT 17-25 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 generator additions. Project not to exceed \$52,200.00.
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](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

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

## MINUTES

### 1. CALL TO ORDER

Alderman Harenda called the meeting to order at 4:46 PM

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

Sarah Holtz took the roll call as follows:

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

Staff Present: City Attorney Tom 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 in compliance with open meetings law.

### 3. APPROVAL OF MINUTES

#### A. September 23, 2025 Meeting Minutes

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Kroupa  
Second by: Commissioner Anderson  
Motion Passed 5-0

### 4. NEW BUSINESS

#### A. Discussion and possible action on the proposed 2026 Water Utility Operating Budget.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Hopkins  
Second by: Alderperson Kroupa  
Motion Passed 5-0

#### B. Discussion and possible action on the proposed 2026 Water Utility CIP Budget. Information included in the 2026 Water Utility Operating Budget.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Kroupa

Second by: Commissioner Nissen Jr.  
Motion Passed 5-0

- C.** Discussion and possible action on the proposed 2026 Wastewater Utility Operating Budget.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Hopkins  
Second by: Commissioner Anderson  
Motion Passed 5-0

- D.** Discussion and possible action on the proposed 2026 Wastewater Utility CIP Budget. Information included in the 2026 Wastewater Utility Operating Budget.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Commissioner Nissen Jr.  
Second by: Alderperson Kroupa  
Motion Passed 5-0

**5. OLD BUSINESS**

None

**6. UPDATES**

None

**7. ADJOURN**

**MOTION:** Motion to Adjourn at 5:01 PM

**VOTE:** Motion by: Commissioner Nissen Jr.  
Second by: Alderperson Kroupa  
Motion Passed 5-0

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

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** Milwaukee Metro Sewerage District (MMSD) Funding Agreement for 2026

**LOCATION:** Citywide

**REQUEST:** To Approve the Funding Agreement Between Milwaukee Metro Sewerage District (MMSD) and the City of New Berlin Utilities Department

**UTILITY MANAGER RECOMMENDATION:**  
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 \$236,000.00.

**DETAILS IN ATTACHED STAFF REPORT**

CITY OF NEW BERLIN  
UTILITIES DEPARTMENT  
STAFF REPORT

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**NEW BERLIN – MMSD PPI 2026 Funding Agreement**

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**DATE STAFF REPORT CREATED:** November 24, 2025

**CUSTOMER/PROJECT NAME:** MMSD Funding Agreement

**ISSUE/DESCRIPTION OF PROJECT:** This project consists of PPI/I dye water testing.

**DATE OF COMPLETENESS DETERMINATION:** December 2026

**REQUESTED ACTION:**  
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 \$236,000.00.

**FISCAL IMPACT:** \$236,000.00 (Funds to be reimbursed from MMSD Intergovernmental Agreement)

**SOURCE OF FUNDS:** MMSD Grant Fund Account/Utility will be reimbursed for expenses. Account 81001131-52050.

**RATIONALE:** To use dye water testing to investigate residential PP I/I.

**PREVIOUS ACTION:** N/A

**FINDINGS:** N/A

**UTILITY MANAGER RECOMMENDATION:** See Executive Summary

**ATTACHMENTS:** Funding Agreement & Work Plan

## **Funding Agreement M10005NB05**

### **Private Property Infiltration and Inflow Reduction Program Agreement**

This Agreement is made between the Milwaukee Metropolitan Sewerage District (“District”) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204 and the City of New Berlin (“Municipality”) with its municipal offices at 3805 South Casper Drive, New Berlin, Wisconsin 53151.

WHEREAS, Wisconsin law, through Wis. Stats. § 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality’s locally owned wastewater collection system; and

WHEREAS, the Municipality’s sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections (“infiltration”) and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources (“inflow”); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow (“I/I”) into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (“Program”) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property as more fully set forth in the Statement of Policy, Milwaukee Metropolitan Sewerage District Private Property Infiltration and Inflow Reduction Program (“Policy”); and

WHEREAS, the Municipality wishes to participate in the Program.

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

#### **1. Term of Agreement**

This Agreement becomes effective immediately upon the date of last signature below and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) January 29<sup>th</sup>, 2027, or (3) termination of this Agreement as otherwise set forth herein.

#### **2. District Funding**

The District shall reimburse the Municipality in an amount not to exceed \$236,000.00 for approved private property I/I costs incurred through the work described in Attachment A (“Work” or “Work Plan Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with

Section 8 below. No additional reimbursement will be made for costs incurred prior to the effective date of this Agreement or for costs that are not supported by documentation as outlined by this Agreement.

### **3. Program Publicity and Outreach Requirements**

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one week notice of any public meetings associated with this Agreement and/or Work shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.

### **4. Selection of Professional Service Providers by Municipality**

The selection of professional service providers (for example: engineering and architectural services) to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies. Any professional service providers selected to perform Work funded by this Agreement that subcontract for any non-professional services to support such Work (for example: CCTV sewer inspections procured by an engineering firm) shall ensure that such non-professional services are procured in accordance with the requirements of Section 5 of this Agreement.

### **5. Selection of Non-Professional Service Providers by Municipality**

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement (for example: construction, sewer inspection, post-construction restoration) shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide, an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes, or proposals as set forth in Attachment B; and

- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

## **6. Non-professional Service Contract Terms and Conditions**

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

## **7. Contractor Pay Applications**

The District recommends referring to Attachment D, Contractor Pay Application Example, as a format for processing Municipality/Contractor pay applications. The District recommends submitting all pay applications and supporting documentation received from the Contractor and reviewed by Municipality to the District through the District Municipal Portal prior to paying the Contractor's request for payment.

## **8. Procedure for Reimbursement**

The Municipality shall submit reimbursement requests to the District a minimum of three times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All consultant invoices with hourly billing rates, hours worked by individuals with billing backup task entries, consultant expense documentation, and a summary of the status of contract tasks; and
- c. Contractor pay applications with units and cost for scope of work not funded by this Agreement clearly segregated and itemized. All contractor pay applications shall include supporting documentation confirming that the Municipality has received and reviewed a proportionate amount of construction contract deliverables as applicable to Attachment B Agreement Deliverables for which the Contractor is responsible.
- d. No Municipality staff expenses will be funded through this Agreement.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 30 % of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through Trimble Unity Construct ("TUC") (formerly eBuilder). The corresponding deliverables shall be submitted as set forth in Attachment B. Questions concerning the Procedure for

Reimbursement as provided for in this Section should be directed to the District's Project Manager (PM):

Becky Specht, PE  
Urban Water Program Manager  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street.  
Milwaukee, WI 53204-1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received. The District shall attempt to reimburse requested amounts within 30 days of such request provided the applicable supporting documentation is included. The District will reject any reimbursement requests that do not strictly adhere to the requirements of this Section and will require the Municipality to resubmit any such requests. The District is not responsible for any interest or fees associated with any reimbursement requests submitted by the Municipality which do not strictly adhere to the requirements of this Section.

### **9. Changes in Work and Modifications to the Agreement**

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the TUC change order process.

This Agreement may be modified only in writing signed by both parties or through the TUC change order process.

### **10. Responsibility for Work**

The Municipality is responsible for overseeing the Work and shall provide full time inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

### **11. RESERVED.**

### **12. Permits, Certificates, and Licenses**

The Municipality is solely responsible for ensuring compliance with all federal, state, and local laws requiring permits, certificates, and licenses required to implement the Work.

### **13. Insurance**

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its applicable insurance policies.

### **14. Terminating the Agreement**

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate this Agreement only for good

cause such as, but not limited to, breach of this Agreement by the Municipality. The Municipality may terminate this Agreement at any time but will not receive any payment from the District if the Work is not completed.

### **15. Exclusive Agreement**

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

### **16. Severability**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

### **17. Applicable Law**

This Agreement shall be governed by the laws of the State of Wisconsin.

### **18. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees, other than attorneys' fees, associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to and heard by the mediator, either party may take the matter to court. Venue in any action brought under this Agreement shall be proper only in either Circuit Court for Milwaukee County or the United States District Court for the Eastern District of Wisconsin.

### **19. Notices**

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement; or
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

### **20. No Partnership**

This Agreement does not create a partnership relationship nor give the Municipality the authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

### **21. Assignment**

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

### **22. Public Records**

The Municipality agrees to cooperate and assist the District in the production of any records as related to this Agreement in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Laws, Wis. Stats. §§ 19.31 to 19.39. The Municipality agrees to indemnify the District against any and all claims,

demands, and causes of action resulting from any failure of the Municipality to comply with this requirement.

### **23. Indemnification**

The Municipality will indemnify the District and its commissioners, employees, and agents against any and all claims, damages, costs, liabilities, and expenses whatsoever, including attorneys' fees and related disbursements, connected with the Municipality's planning, design, construction, operation, and/or maintenance of the Work (collectively "Claims") to the extent caused by the negligent acts or omissions of Municipality, including its officers, directors, and employees acting within the scope of their employment within the meaning of Wis. Stat. § 895.46.

Nothing contained within this section is intended to be a waiver or estoppel of the Municipality to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80, 895.46, and 345.05. For purposes of clarity, in no event shall Municipality be liable in indemnity or contribution for any Claims in an amount greater than the limits of liability for municipal claims established by Wisconsin law or for the negligence or intentional acts of the District, its commissioners, employees, and/or agents.

Milwaukee Metropolitan Sewerage  
District

City of New Berlin

By:

\_\_\_\_\_  
Kevin L. Shafer, P.E., Executive  
Director

By:

\_\_\_\_\_  
Alex Parker, Utilities Manager

Date:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for the District

**ATTACHMENT A**  
**Municipality Work Plan**

**ATTACHMENT B**  
**Agreement Deliverables**

Pre-Investigation Deliverables (To be submitted as indicated prior to beginning of investigation):

1. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District PM via the District Municipal Portal in PDF or Word format a minimum of one week prior to bidding.
3. Final bid documents shall be provided to the District PM via the District Municipal Portal in PDF format for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District PM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract.
5. Electronic copies of the executed contract documents shall be provided to the District PM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format.

Investigation Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

6. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the Work contained in the submittal via the District Municipal Portal in PDF format.
7. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
8. A minimum of a three day notice shall be provided to the District of all dye water testing work.
9. An accurate schedule of field activities shall be provided to the District PM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District PM via email on a monthly basis.
11. Testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District PM via the District Municipal Portal in PDF format on a monthly basis or with a reimbursement request, whichever occurs more frequently. All testing results shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.
12. Inspection reports from the field engineer for work completed shall be submitted to the District PM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.

**ATTACHMENT B**  
**Agreement Deliverables**

13. All contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to investigation.

Post-Investigation Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District PM via the District Municipal Portal in PDF format. prior to the final reimbursement request. The template that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-i-i\)](https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
15. Municipality will be responsible for providing pre-Work flow monitoring data.
16. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of Work performed by property following the District template form data fields and format. The document shall be provided to the District via the District Municipal Portal in an Excel format.
17. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
18. Provide all post-investigation CCTV inspection videos to the District via t4 Vault with associated metadata.

**ATTACHMENT C**  
**Requirements of Contractor**

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of the Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact in the event of an emergency; (4) the contact information for the District's Senior Project Manager; (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; and (6) a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stats. § 66.0901(9)(b).
3. **Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.

**ATTACHMENT D**  
**Template: Contractor Application for Payment**

*NTS: Insert the pdf file when assembling the final version of the funding agreement and delete this text if retaining this page as a cover page*





## 2026 PPII Work Plan

This form serves as a work plan request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. A Work Plan can be submitted at any time throughout the year. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via [MMSD's Municipal Portal](#).

### I. CONTACT INFORMATION

<b>Municipality</b>	
Applicant Name: Alex Parker	Municipality: City of New Berlin
Mailing Address: 3805 South Casper Drive, New Berlin, WI 53151	
Phone #: 262-786-7086	Email: aparker@newberlinwi.gov
Primary Contact:	Primary Contact email:
Primary contact phone #:	
<b>Consultant (if applicable)</b>	
Firm: raSmith	Consultant's PM's Name: Ben High, P.E.
Consultant Email: ben.high@rasmith.com	Consultant Phone number: 262-317-3273
<b>Funding Agreement Signatories</b> Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (e.g., mayor, administrator, clerk, attorney etc.)	
Name: Alex Parker	Position Title: Utilities Manager
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:

## II. PROPOSED SCOPE OF WORK

1. What type of work is included in this work plan application? Check all applicable.	
<input type="checkbox"/> Planning <input checked="" type="checkbox"/> Investigative <input type="checkbox"/> Construction/Rehab <input type="checkbox"/> Post Project Evaluation <input type="checkbox"/> Training	
<input type="checkbox"/> Design <input type="checkbox"/> Other:	
2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan?	\$ 236,000.00
3. What is the total number of properties in the project area?	290
4. What is the assumed number of participating properties?	290
5. What is your justification for the assumed participation rate?	
<input type="checkbox"/> Prioritization of properties based on investigative work <input type="checkbox"/> Assumed percent of total based on previous projects <input type="checkbox"/> Existing ROE agreements	
<input checked="" type="checkbox"/> Other (Fill in Blank): Waivers are not required for the proposed investigative work.	
6. Provide the scope of work that is included in this work plan. This should include a detailed description of the work type(s) selected in Section II. Question 1.	
<p>The City of New Berlin is proposing this Work Plan to complete an investigative dye water testing project within the City. The area included in this plan is in MMSD Sewershed NB2007. This area was selected for investigative dye testing based on the analysis of sanitary sewer flow monitoring data and the Utility's experience with I/I issues during large rain events. The dye testing will hopefully identify locations of I/I in the system. The I/I locations identified in this proposed project and the I/I locations identified in the 2025 dye water testing project are planned to be addressed in a future rehab project.</p> <p>The City of New Berlin is proposing the televising of 23,093 linear feet of sanitary sewer while the nearby ditches or storm sewer are being flooded with dyed water. Sanitary laterals that show signs of dyed water during the mainline televising will also be televised as a part of this project. It is assumed that 87 laterals will be televised, which is about 30% of the total number of laterals in the area. A licensed sub-contractor will perform the work with the supervision of an inspector provided by the Consulting Engineer. A detailed report will be prepared illustrating the results of the dye testing, and recommendations on efforts to remove any I/I found from both the public and private sewer systems.</p>	

7. What entity (e.g., municipality staff, consultant, contractor, District, etc.) is responsible for each scope of work scope listed in Section II. Question 6.

All coordination, inspection, and reporting for the project will be performed by the Engineering Consultant, raSmith. The rehabilitation work will be completed by a licensed sub-contractor selected by the City through a solicitation process.

8. In order to ensure there are no conflicts between the municipal procurement and MMSD procurement processes, provide a breakdown for how each part of the contract is procured of all professional and non-professional (e.g., field work and construction) components of work.

The City will publicly bid the investigative work described above, and will chose the most responsible bidder that meets the City's desired outcome and schedule for the project. Professional and inspection work will be directly solicited to raSmith.

### III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area?	<input type="checkbox"/> Pre 1940's <input checked="" type="checkbox"/> 1940 – 1960 <input checked="" type="checkbox"/> 1961-1980 <input checked="" type="checkbox"/> 1981-Present				
2. What is the average lot size within the project area?	.77 <input type="checkbox"/> SF <input checked="" type="checkbox"/> Acres				
3. In this project area, is it typical that foundation drains are connected to the sanitary sewer?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. List the sewershed(s) or metershed(s) this project is located in: 2007-B					
5. Approximate year sanitary sewer collection system was installed: 1962					
6. Collection system characteristics in project areas:					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border-right: 1px solid black; padding: 5px;">           Host Pipe Material(s): Mainlines  <input checked="" type="checkbox"/> VCP    <input type="checkbox"/> Ductile Iron  <input type="checkbox"/> Cast-Iron    <input checked="" type="checkbox"/> Concrete  <input type="checkbox"/> Asbestos    <input checked="" type="checkbox"/> PVC         </td> <td style="width: 25%; border-right: 1px solid black; padding: 5px;">           Mainline Pipe Size(s):            8", 10", 12",            15", 18", 21",            24", 27", 30", &amp;            36"         </td> <td style="width: 25%; border-right: 1px solid black; padding: 5px;">           Host Pipe Material(s): Laterals  <input checked="" type="checkbox"/> VCP    <input type="checkbox"/> Ductile Iron  <input type="checkbox"/> Cast-Iron    <input type="checkbox"/> Concrete  <input type="checkbox"/> Asbestos    <input type="checkbox"/> PVC         </td> <td style="width: 25%; padding: 5px;">           Lateral Pipe Size(s):            4" &amp; 6"         </td> </tr> </table>	Host Pipe Material(s): Mainlines <input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC	Mainline Pipe Size(s): 8", 10", 12", 15", 18", 21", 24", 27", 30", & 36"	Host Pipe Material(s): Laterals <input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input type="checkbox"/> PVC	Lateral Pipe Size(s): 4" & 6"	
Host Pipe Material(s): Mainlines <input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC	Mainline Pipe Size(s): 8", 10", 12", 15", 18", 21", 24", 27", 30", & 36"	Host Pipe Material(s): Laterals <input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input type="checkbox"/> PVC	Lateral Pipe Size(s): 4" & 6"		
7. Within the project area, is the mainline rehabilitated?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If "Yes," provide details on:					
<ul style="list-style-type: none"> <li>the year(s) the work was completed</li> <li>the type and location of rehabilitation used</li> <li>if any rehabilitation of the sanitary sewer laterals within the ROW was completed.</li> </ul>					

8. Will non-MMSD funded public infrastructure work be contracted or completed with the private property work?  Yes  No

If "Yes", provide details of the public work, including:

- Scope
- Funding agency for each scope item

9. Include with your application, two maps:

- **First Map:** The limits of the sewershed(s) or metershed(s) the project is in.
- **Second Map:** The project limits.

First map shall meet the following requirements:

- Maps shall use a street or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s) and/or metershed(s),
- Project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing.
- A north arrow and legend shall be included.
- Maps shall be at a defined scale and to a standard paper size (i.e., 8.5"x11, 11"x17", etc.). The scale must be defined on the map.

Second map shall meet the following requirements:

- Maps shall use a street or aerial view as base map.
- Major street names shall be labeled and legible.
- Project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing.
- A north arrow and legend shall be included.
- Maps shall be at a defined scale and to a standard paper size (i.e., 8.5"x11, 11"x17", etc.). The scale must be defined on the map.

**Maps shall be submitted as PDF electronic files.**

#### IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e., Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.)  Yes  No

If "Yes," was the work completed through a previous PPII funding agreement?  Yes  No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference number(s) the work was completed under.

If completed independent of the PPII program, include the report(s) with this application in electronic format and list the name of the report(s) in this section.

The City has a sanitary sewer flow monitoring program to quantify the amount of rain derived I/I in the sanitary sewer system. The flow meter for the project area is located in MH 07B254021 on W Cortez Drive. Based on the flow monitoring data gathered to date, this area has a history of higher flows during rain events.

2. Describe how the project area and approach was chosen and prioritized.

This project area was chosen due to higher flows being observed during rain events and because no previous investigation projects have occurred in this project area.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

Non-compliant  Compliant  Inconclusive  Not Metered

If "Non-compliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

(The Wet Weather Peak Flow Metershed Report can be found in the Municipal Portal)

<p>4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.</p>
<p>5. Does the project area have a history of CSOs or SSOs? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If "Yes," provide the frequency of occurrences over the last ten years.</p>
<p>6. Does the municipality have recurring basement backup reports in the project area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.</p>
<p>7. Does pre-project baseline data exist for this project area, such as metering, lift station run time, bypass pumping, basement backups, etc.?  <span style="float: right;"><input checked="" type="checkbox"/> Yes – go to item 8  <input type="checkbox"/> No – go to item 9</span></p>
<p>8. Describe and detail information on the pre-project baseline data collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.</p> <p>The City has a flow meter located in MH 07B254021 on W Cortez Drive in the project area. Based on the flow monitoring data gathered by this meter to date, this area has a history of higher flows during rain events.</p>

9. Is pre-project baseline data collection part of this project?

Yes – go to item 10

No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement. If MMSD portable meters will be requested; list the quantity, expected time frame installation and monitoring period.

11A. For construction projects, how do you intend to report project performance results? Please select all that apply.

Flow Metering

Reduced CSO/SSO

Identify I/I Sources

Participation Rates

Reduced Basement Backup Reports

Other:

Please provide quantitative and/or qualitative measures for success as they relate to the selected project performance metrics.

11B. For investigative projects, what deliverables will be provided to document the findings of the work completed? How will these findings feed into the next phase of the PPII reduction work?

A summary report will be created, the City's consultant, to discuss the results of the dye water testing work. In the report, locations of I/I will be identified and quantified on a summary exhibit. Different rehabilitation techniques will also be discussed in the summary report which will allow the City to make informed decisions when addressing the identified I/I locations.

## V. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including:

- **Internal municipal routing schedule for Funding Agreement execution, including any necessary approvals (i.e. Local Board/Council approvals)**
  - **Account for 60-90 days for District administrative approvals, after Work Plan submission**
- Work task(s) start and finish
- Public outreach
- Key deliverables
- Reimbursement requests

The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g., local council or board agenda deadlines). Provide the schedule in PDF format.

## VI. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting. If multiple funding sources will be used for this project, indicate the MMSD cost share.

Please reference ([Chapter 9 - MMSD Standard Forms, PPII Muni Resource Webpage](#)) the *MMSD Engineer's Cost Estimate Template* for an example or to submit with this work plan.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project cost? e.g., municipal funds, grant funding, property owner cost share, etc.  Yes  No

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding source, and the value.

3. Explain the means and methods for segregating the cost (MMSD reimbursable costs and public work costs).

All work associated with this project is considered reimbursable to the MMSD.

4. What department/individual/entity will be submitting and processing the reimbursement requests?  
Please include the name, title and contact information.

raSmith will be handling the reimbursement requests on behalf of the City of New Berlin.

Ben High, P.E., ben.high@rasmith.com

5. MMSD requires all invoicing to be submitted via Trimble Unity Construct (TUC).  
Will TUC training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests?

Yes  No

## VII. PUBLIC OUTREACH

1. In regard to this work plan, have you completed any prior public outreach work in this project area (e.g., mailings, public meetings, door knocking, etc.)  Yes – go to item 2  No – go to item 3

2. Describe in detail the pre-project public outreach work you have completed to date, including the method and entity responsible.

3. Describe in detail your public outreach approach for this project (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.). Please include:

- Entities/individuals/departments will be responsible for the public outreach. If a specific person or entity is responsible for public outreach, include the name and contact information.
- Timing and anticipated level of effort that is anticipated for the public outreach effort.
- Venues and/or communication platforms that will be used. Please consider what channels of communication your municipality already utilizes to communicate with residents.

a. The City, with assistance from the Consulting Engineer, will notify affected properties with an informational letter outlining the scope of the project and desired outcome.

b. All project related questions will be directed through the Consulting Engineer via email or phone. Contact information: Ben High, P.E., 262-317-3273, ben.high@rasmith.com



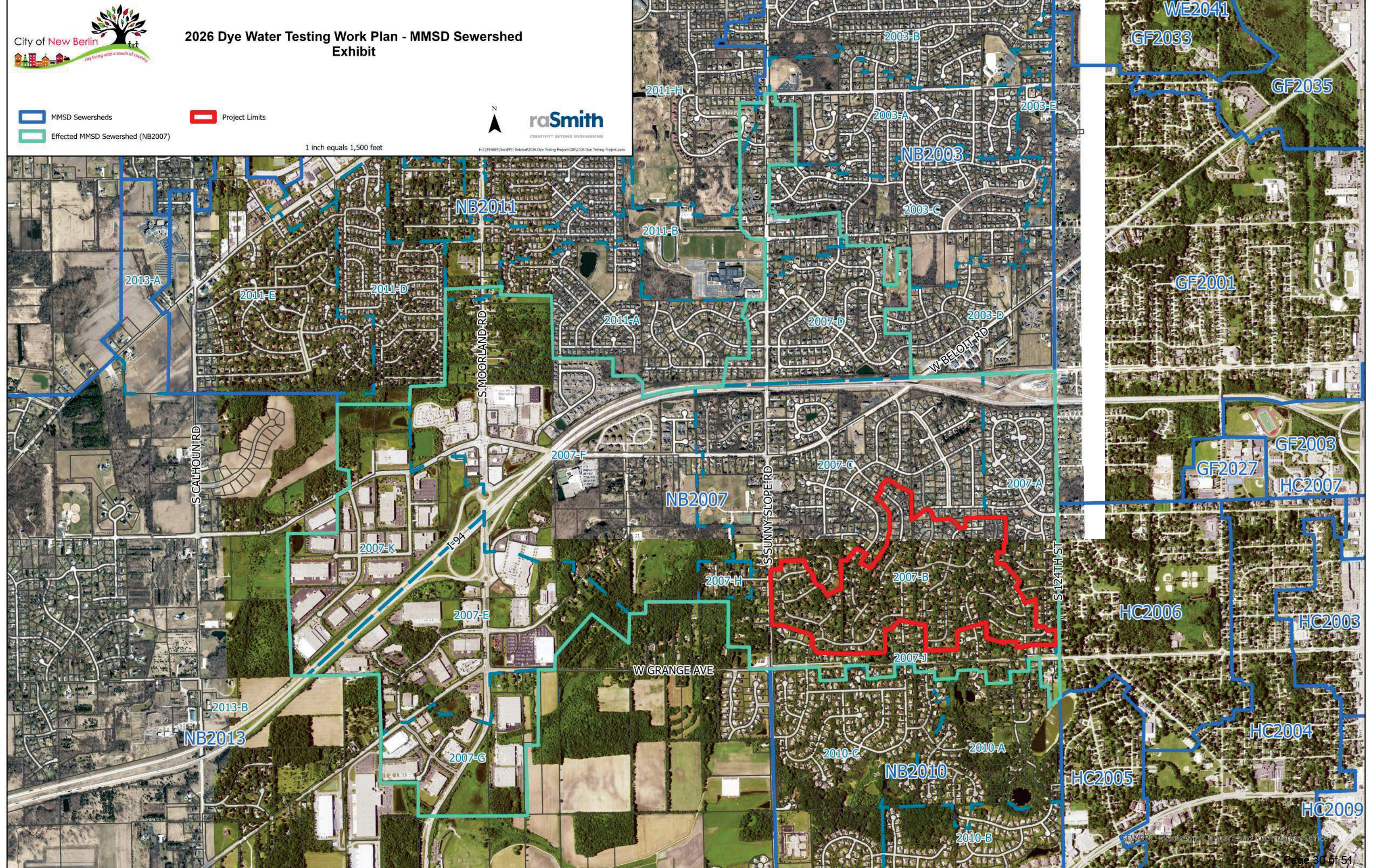
# 2026 Dye Water Testing Work Plan - MMSD Sewershed Exhibit

- MMSD Sewersheds
- Project Limits
- Effected MMSD Sewershed (NB2007)

1 inch equals 1,500 feet



M:\2254605\DW\9918\Revised\2026 Dye Testing Project\GIS\2026 Dye Testing Project.aprx







### Probable Project Schedule for New Berlin 2026 Dye Water Testing Project

Task	Probable Start Date	Probable Completion Date	Duration (Days)
Work Plan Submittal		9/2/2025	0
Funding Agreement Process	9/2/2025	12/1/2025	90
Plans & Specifications	12/1/2025	2/4/2026	65
Solicitation for Bids	2/4/2026	2/18/2026	14
Bid Opening		2/18/2026	0
Project Award (Utility Committee Approval)	2/18/2026	3/24/2026	34
Notice to Proceed	3/24/2026	4/27/2026	34
Project Work with Inspection by Consultant	4/27/2026	9/25/2026	151
Submittal for Final Reimbursement	9/25/2026	12/31/2026	97

## Engineer's Opinion of Probable Project Cost

**PROJECT:** City of New Berlin - Dye Water Testing - 2007-B

**DATE:** September 10, 2025

**BY:** BGH

This represents Engineer's judgement based upon information received at date hereof. No representation is made that proposals, bids or costs received from contractors will compare favorably or proximately with this opinion. This is a preliminary opinion without benefit of knowledge usually ascertained during design and construction plan development.

NO.	ITEM	UNIT	Mid City UNIT COST	QUANTITY	ITEM COST
1	Traffic Control	LS	\$ 25,000.00	1.00	\$ 25,000.00
2	Televising Lateral	EA	\$ 350.00	87.00	\$ 30,450.00
3	Sanitary Sewer Televising and Dye Flooded Storm Sewer / Swales	LF	\$ 5.24	23,093.00	\$ 121,007.32
<i>Subtotal</i>					<b>\$176,457</b>
<i>Construction Contingency (10%)</i>					\$17,646
<b><i>Construction Project Total</i></b>					<b>\$194,103</b>
1	Engineering	HR	\$ 178.00	65	\$ 11,570.00
2	Inspection @ \$1.30/LF of Dye Testing	LF	\$ 1.30	23,093	\$ 30,020.90
<b><i>Engineering / Inspection Project Total</i></b>					<b>\$41,591</b>
<b><i>Project Total Rounded to the Nearest \$1,000</i></b>					<b>\$236,000</b>

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# UTILITY STAFF REPORT EXECUTIVE SUMMARY

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**CUSTOMER/PROJECT:** Lift Station Emergency Generator Additions

**LOCATION:** Cleveland Ave Lift Station/Valley View Lift Station

**REQUEST:** To approve the Professional Services Agreement for the design, bidding and construction inspection for the addition of onsite emergency generators for Cleveland Ave Lift Station and Valley View Lift Station.

**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 generator additions. Project not to exceed \$52,200.00.

**DETAILS IN ATTACHED STAFF REPORT**

CITY OF NEW BERLIN  
UTILITIES DEPARTMENT  
STAFF REPORT

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Lift Station Emergency Generator Additions

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**DATE STAFF REPORT CREATED:** November 24, 2025

**CUSTOMER/PROJECT NAME:** Lift Station Emergency Generator Additions

**ISSUE/DESCRIPTION OF PROJECT:** To approve the Professional Services Agreement for the design, bidding and construction inspection for the addition of onsite emergency generators for Cleveland Ave Lift Station and Valley View Lift Station.

**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 generator additions. Project not to exceed \$52,200.00.

**FISCAL IMPACT:** \$52,200.00

**SOURCE OF FUNDS:** Wastewater

**RATIONALE:** When these stations lose power Utility staff must be called in to bring an emergency generator to the site. Having a generator onsite would provide immediate restoration of power to the site. This is of particular importance during severe weather.

**ATTACHMENTS:** Professional Services Agreement

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

By: Tonia Westphal  
\_\_\_\_\_  
Tonia Westphal, PE, Vice President  
[Print Name & Title]

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name (“Project”)**

**Lift Station Generator Additions**

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. 3<sup>rd</sup> 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: Anna Westphal

Title: Vice President

Date: November 4, 2025

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Project Description**

The project consists of providing design, bidding, and construction engineering services for the addition of an emergency generator set at the Valley View and Cleveland Avenue lift stations, which are both located within the City of New Berlin. A new generator will be designed and selected to power the existing equipment at each station. Each generator will be installed inside a weatherproof sound attenuating enclosure on a concrete pad. Work will also include assisting the City of New Berlin with obtaining easements for placement of the generators and monitoring the construction process.

**B. Scope**

1. DESIGN PHASE

- a. Prepare a work plan listing information specific to the project, including team members, contact information, schedule, scope of services, deliverables, budget, billing procedures, and quality assurance/quality control methods.
- b. Schedule a project kick-off meeting with City Utilities staff to discuss project objectives, schedule, and personnel.
- c. Contact the utility companies to perform underground utility locates at the project sites.
- d. Perform a field topographic survey of the project sites, including marked utilities and property information. The location of property lines will be based on available GIS mapping. A boundary survey will not be completed.
- e. Prepare drawings of the project sites, including: location plan, existing site plan, and proposed site plan. The design drawings will be based on the field survey of the project sites.
- f. Assist the City with obtaining permanent easements adjacent to each of the lift station sites for placement of the generators. Prepare a drawing and legal description for each of the two proposed easement properties.
- g. Evaluate the lift stations' existing electrical systems.
- h. Determine the availability of natural gas at each lift station and coordinate with the electric utility for installation of a new service.
- i. Design and select an exterior natural gas emergency generator set for each station to power the lift station equipment during an electrical emergency. The generator set will be designed to run the lift pumps, the control system, and necessary equipment. The unit will come complete with a control panel. The unit will be housed inside a weatherproof sound-attenuated enclosure.
- j. Design a concrete equipment pad for each of the generators.
- k. Design modifications to the SCADA and lift station control panels related to installation of the generators based on input from City Utilities staff.
- l. Prepare electrical design drawings.
- m. Prepare detailed specifications for the generator additions.

- n. Submit 50% complete project plans and specifications to the City Utilities staff for review and comment.
- o. Revise project plans and specifications based on comments from City Utilities staff.
- p. Submit 90% complete project plans and specifications to the City Utilities staff for review.
- q. Prepare front-end documents using the City's standard documents and submit to the City Utilities staff for review and approval.
- r. Assist the Utilities staff in obtaining required local permits. The City shall pay any permit fees.
- s. Prepare a construction cost estimate at the 90% completion point.
- t. Meet with the City Utilities staff at the 90% completion point to discuss revisions to the Contract Documents and present a summary of the project including the estimated construction cost.
- u. Prepare final bidding documents based on comments received from the City Utilities staff and/or regulatory agencies.

## 2. BIDDING/NEGOTIATION 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.
- 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. Conduct a meeting with the contractor prior to construction.
- b. Review shop drawings.
- c. Coordinate with the contractor throughout construction.
- d. Review pay applications and make payment recommendations.
- e. Conduct two progress meetings with City Utilities staff.
- f. Provide periodic site visits during key points of construction.

- g. Coordinate equipment startup services.
- h. Observe startup and testing of the generators.
- i. Review the O&M manuals submitted by the contractor.
- j. Prepare Record Drawings of the project.
- k. Perform a final inspection of the project.

**C. Schedule**

Notice to Proceed	December 2025
Project Kick-off Meeting	January 2026
Field Survey	March 2026
Submittal of 50% Construction Documents	May 2026
Submittal of Easement Descriptions	May 2026
Submittal of 90% Construction Documents	July 2026
Submit Construction Cost Estimate	July 2026
Meet with Utility Staff	August 2026
Final Plan Submittal	August 2026
Project Bid	September 2026
Notice of Award	October 2026
Review shop drawings	November 2026
Construction begins (approximate)	March 2027
Substantial Completion	May 2027
Final Completion	June 2027

All dates are tentative and are based on the Contractor's anticipated schedule of completion and equipment lead times. Changes in the construction schedule are beyond Clark Dietz's control and affect our fees for services.

**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 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 Alex Parker, Utility Manager.**

**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**

The Client shall be responsible for the following services:

1. Providing as-builts of the lift stations and nearby utilities as available.
2. Providing electrical data for the existing stations.
3. Providing copies of the existing lift station easements.
4. Providing assistance to obtain the permanent easements.

**PART III  
COMPENSATION**

**A. Compensation**

Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Agreement will be the lump sum amount detailed as follows:

DESIGN PHASE:	\$ 29,900
BIDDING PHASE:	\$ 4,100
<u>CONSTRUCTION PHASE:</u>	<u>\$ 18,200</u>
PROJECT TOTAL:	\$ 52,200

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.