

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/20/2016
Reports & Recommendations	REMOVAL OF STREET LIGHTS AT FIVE LOCATIONS IN FRANKLIN	ITEM NO. <i>G.8.</i>

BACKGROUND

In an effort to identify areas for savings within the annual budget, Staff is making efforts to determine how the street lighting budget may be reduced. Those efforts include Replacing High Pressure Sodium (HPS) with Light-Emitting Diode (LED) fixtures and recommending the removal of existing lights and/or service meters. These efforts have been discussed at the Board of Public Works and this issue is now brought to the Common Council with their recommendation for approval.

ANALYSIS

Staff and Board of Public Works recommend that the following streets lights be removed (see attached color exhibits)

1. S. 47th Street. This mid-block location was a former dead-end street that was extended when the subdivision was fully developed. Now there are lights at each end of the block (W. Sharon Lane and W. Hunting Park Drive). This is a 200W HPS WE Energies fixture and annual savings from removal is expected to be \$274.32. (Aldermanic District 5) Received responses are enclosed and equally included an objection, no opinion, and removal of light.
2. 59th and Ryan. This location is the Franklin Industrial Park Sign. There are three 175 MV lights inside of the sign and it has a dedicated meter. The lights have been inoperable for several years so there has been no electricity used, however it does incur a meter charge. Staff proposes to leave the sign but abandon the service meter to the sign-a savings of approximately \$200/year. (Aldermanic District 4). Staff met with Franklin Business Park Consortium at a meeting and received comments that the businesses in the park are fine with removing the meter service.
3. S. 34th Street / W. Oakwood Road. There is a City-owned light system on W. Oakwood Road with the fixtures at about 35 feet high. There is also a 150 W HPS WE Energies light fixture on the northeast corner that predates the W. Oakwood Road system. Since the 34th Street Pole is about 15 feet high, and the light patterns are redundant with the Oakwood system, the WE Energies pole should be removed. Removal is expected to save approximately \$245.52 per year. (Aldermanic District 4). Received responses are mostly objecting to the removal.
4. S. Grant Lane cul-de-sac. There is a street light with minimal effectiveness because of the growth of a pine tree between 7265 and 7264 S. Grant Lane. This light fixture will continue to be ineffective unless the tree is removed. The City Arborist has confirmed that the tree appears to be healthy. Even if the tree were removed, the City does not generally place light fixtures at the end of cul-de-sacs. Removing this 100W HPS WE Energies light fixture is expected to save \$219.24 per year. (Aldermanic District 6). Received responses objecting to the removal.
5. 10601 S. 27th Street. This is a median cut on US 241 that serves XPO Logistics and neighboring properties. There are two single-fixture lights on both sides of the median

cut and it is proposed that one of the two is unneeded and be removed. This is a 200W HPS WE Energies fixture with an annual savings from removal is expected to be \$274.32. (Aldermanic District 4). Received responses were some no opinions, but mostly objecting to the removal.

Each light may not appear to significantly impact the budget, however the total of all 5 recommendations equates to over \$1,200 per year. Staff is working on other locations for consideration of similar removal.

Residents in the vicinity of locations 1, 3, 4 & 5 were sent notification of Council's consideration and were invited to send comments and/or attend the Common Council meeting. Location 2 was discussed at the November meeting of the Franklin Business Park Consortium. The written comments with names redacted are attached.

OPTIONS:

Direct Staff to have one, some, or all of the street lights/meters removed; or

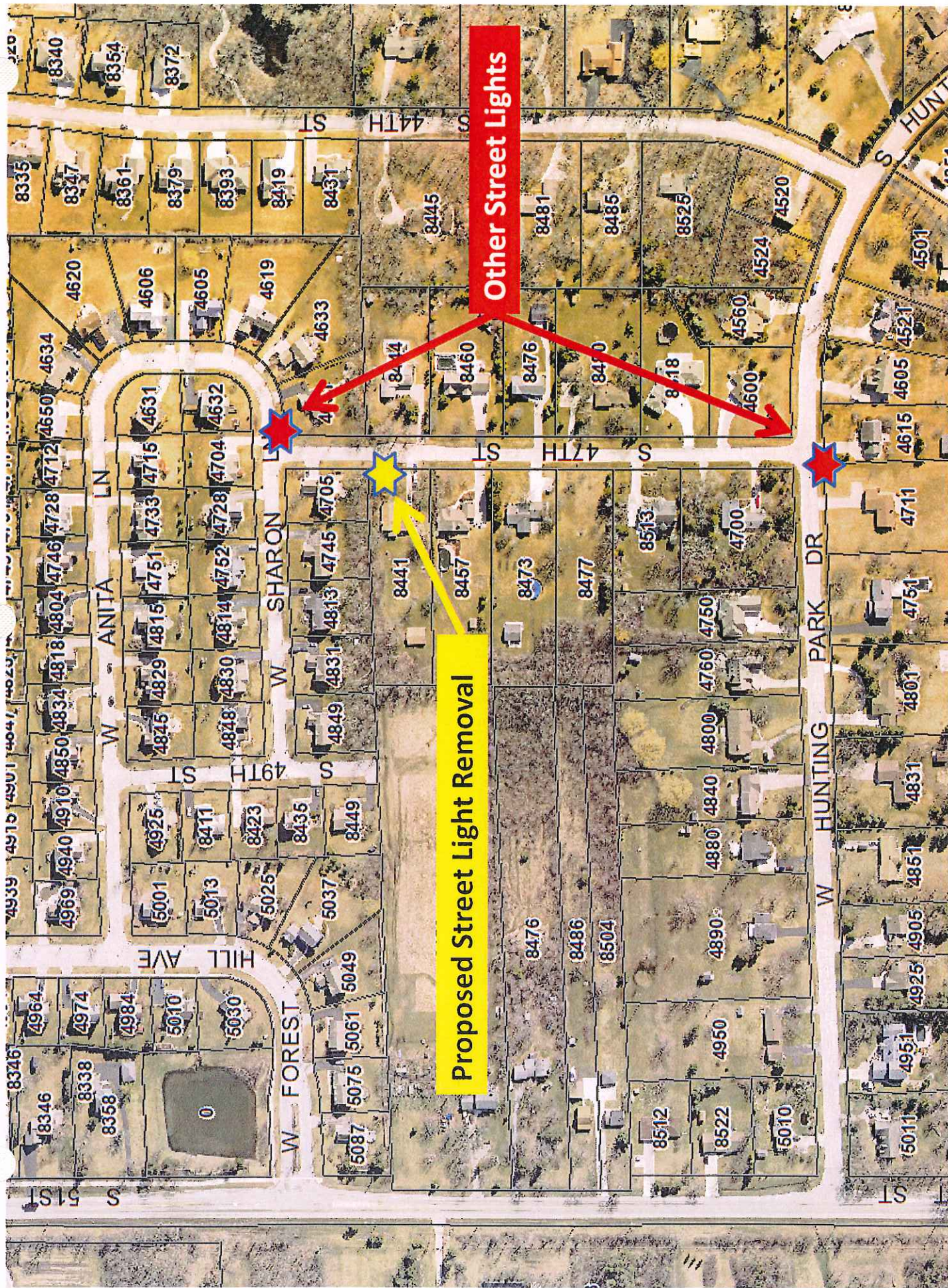
Table

FISCAL NOTE

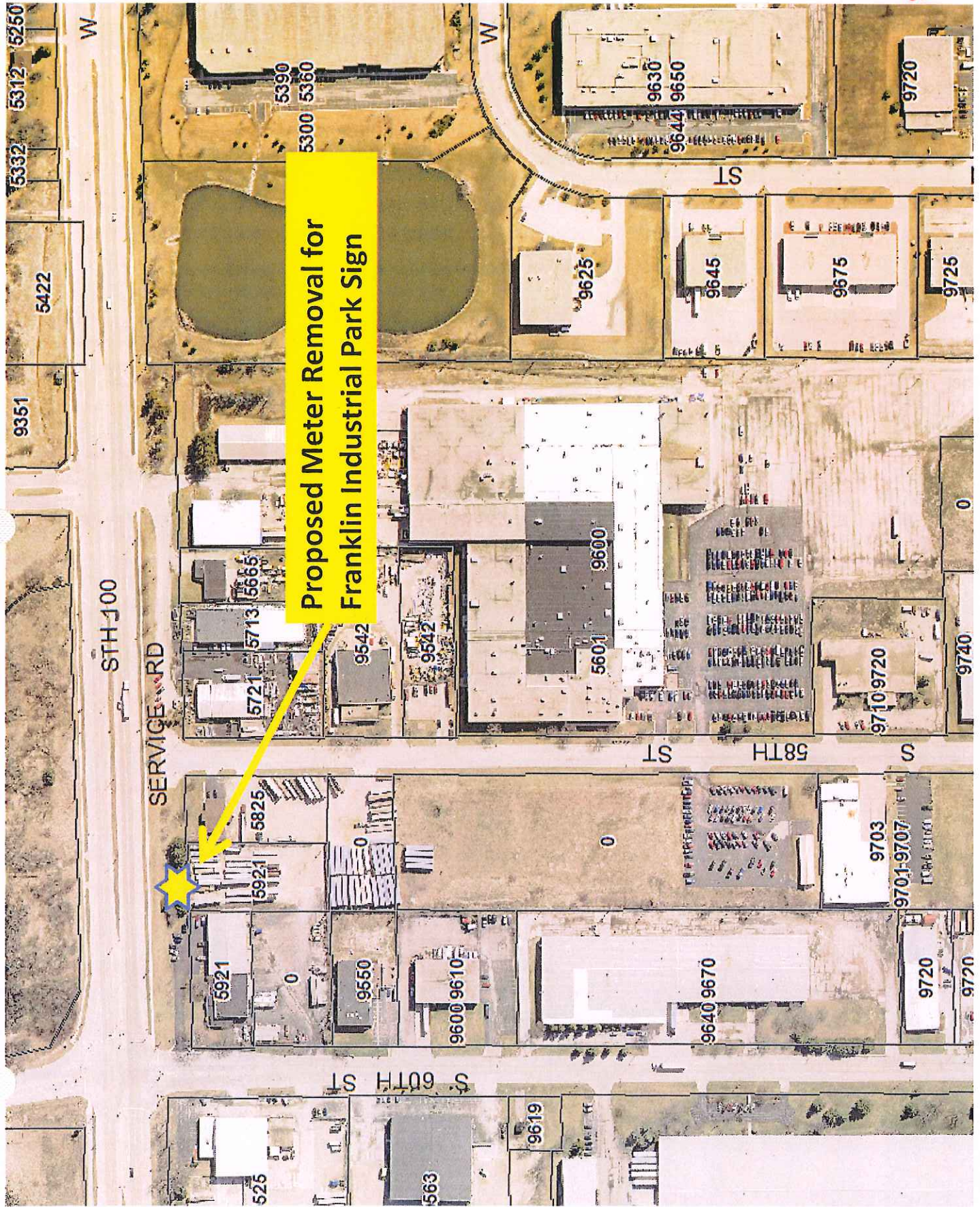
The 2017 adopted budget for Street Light Rental is \$215,000. The five locations listen herein would save an expected \$1,200.00 annually.

RECOMMENDATION

Direct Staff to remove lights and/or service meters at all locations.



#2



Proposed Meter Removal for
Franklin Industrial Park Sign

Proposed Street Light Removal

Other Street Lights

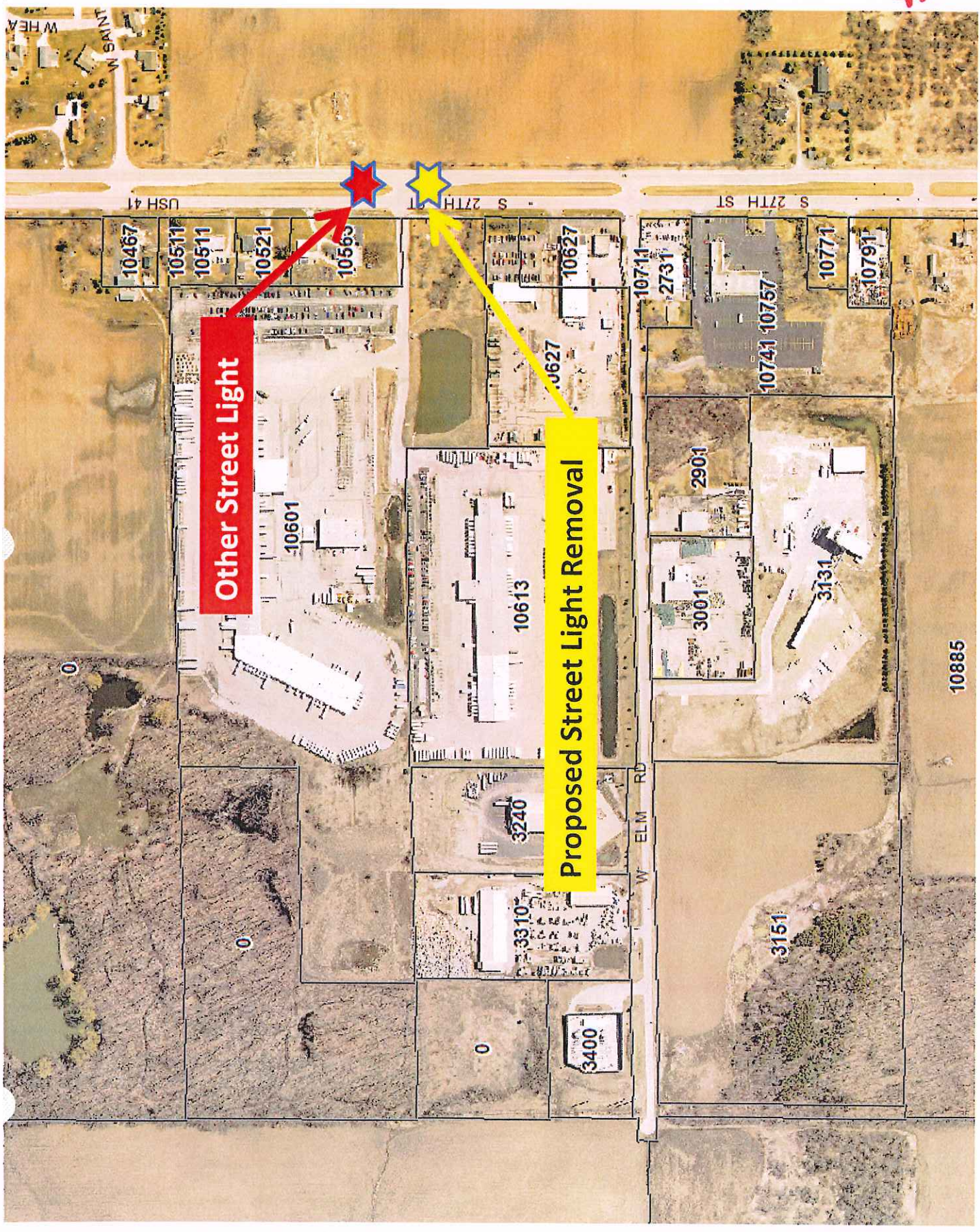
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#4



Proposed Street Light Removal

#5



Other Street Light

Proposed Street Light Removal

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APPROVAL <i>Slw</i> <i>PR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Dec 20, 2016
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2015-2198, AN ORDINANCE ADOPTING THE 2016 ANNUAL BUDGETS FOR THE GENERAL FUND, CAPITAL OUTLAY FUND, AND CAPITAL IMPROVEMENT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2016, TO PROVIDE APPROPRIATIONS FOR PRISONER BOARDING COSTS, PRESIDENTIAL ELECTION RECOUNT COSTS, POLICE OVERTIME AND SAFETY EQUIPMENT COSTS, ENGINEERING SERVICES, PLANNING PROFESSIONAL SERVICES AND BRIDGE REPAIR COSTS	ITEM NUMBER <i>G, 9.</i>

Background

The 2016 General Fund budget provided appropriations for routine costs to operate the City in 2016. Municipal Court activities have resulted in unusually high prisoner boarding costs and resultant Fines & Forfeitures. \$10,000 of addition Fines/Forfeiture revenue will pay for the added appropriation.

A recount of the November 2016 Presidential election ballots was ordered by the State of Wisconsin who will be reimbursing the City for the recount costs incurred. An additional \$9,000 appropriation is recommended.

Police overtime costs are running higher than expected as outlined at the August 16, 2016 Common Council meeting and will require \$65,000 of additional appropriation. Also, the Chief of Police has recommended auto safety equipment be purchased with \$9,000 of excess auto maintenance appropriations. If approved, the auto maintenance appropriation should be transferred to the Capital Outlay fund.

Professional engineering services with Ruekert Mielke, Inc totaling \$7,650 were approved December 6, 2016 from Contingency and should be reclassified to professional services in Engineering for options on the W Madison and S 36th Street subsurface drainage bio-filtration analysis. The remaining available un-restricted contingency will be approximately \$119,000 after this change.

The Common Council authorized appropriations from Contingency for a professional services contract to update the Traffic Impact Study on the W Loomis Road and W Rawson Ave interchange related to the Baseball Commons development to be paid for by the Developer. That appropriation should be reclassified to Community Development from Contingency.

The Common Council may wish to consider repairs to a bridge on W St Martin's Road near Tess Corners and will need additional appropriations to for the construction. To award the low bidding contractor, \$157,475 in additional appropriations would be needed. Unused appropriations for the Street light program on S 27th St and additional landfill siting revenues in the Capital Improvement Fund can be repurposed for the Bridge repairs. This repurposing of appropriations will provide sufficient appropriations for the project with an approximate \$18,000 contingency for the project.

Recommendation

Staff recommends the approval of a budget amendment to address the issues noted above.

COMMON COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend ordinance 2015-2198, an ordinance adopting the 2016 annual budgets for the General Fund, Capital Outlay Fund, and Capital Improvement Fund for the City of Franklin for fiscal year 2016, to provide appropriations for prisoner boarding costs, presidential election recount costs, police overtime and safety equipment costs, engineering services, planning professional services and bridge repair costs

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2016 _____

AN ORDINANCE TO AMEND ORDINANCE 2015-2198, AN ORDINANCE ADOPTING THE 2016 ANNUAL BUDGETS FOR THE GENERAL FUND, CAPITAL OUTLAY, AND CAPITAL IMPROVEMENT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2016, TO PROVIDE APPROPRIATIONS FOR PRISONER BOARDING COSTS, PRESIDENTIAL ELECTION RECOUNT COSTS, POLICE OVERTIME AND SAFETY EQUIPMENT COSTS, ENGINEERING SERVICES, PLANNING PROFESSIONAL SERVICES AND BRIDGE REPAIR COSTS

WHEREAS, the Common Council adopted the 2016 Budget for the City of Franklin providing resources and appropriations for 2016 and

WHEREAS, personnel appropriations were provided for expected staffing levels, and

WHEREAS, the Municipal Court causes parties to be temporarily held in County Correctional facilities and collects fines to recover such costs which are exceeding 2016 appropriations, and

WHEREAS, a state-wide recount of the 2016 Presidential election was ordered by the Government Accountability Office which cost is to be recovered from the requesting party which will require additional appropriations in the Elections Department, and

WHEREAS, on December 6, 2016 the Common Council authorized the use of Contingency appropriations to fund an engineering evaluation of the storm sewer drainage for W Madison Boulevard and S 36th Street which should more appropriately be classified in the Engineering department, and

WHEREAS, on August 16, 2016 the Council authorized the use of contingency for the purpose of further traffic impact information on W Loomis Road and W Rawson Avenue with funds provided by the Baseball Commons Developer which costs should be properly classified as Economic Development, and

WHEREAS, the safety of the Police department should be enhanced with the purchase of safety equipment recommended by the Chief of Police with the use of un-used vehicle maintenance appropriations by use of a transfer from the Police Department non-personnel costs in the General Fund to Police Safety equipment in the Capital Outlay fund , and

WHEREAS, Police overtime costs are exceeding 2016 appropriations as discussed at the August 16, 2016 Common Council meeting which can be funded by un-used Police non-personnel services appropriations, and

WHEREAS, public safety is threatened by a deteriorating culvert on St Martins Road which the Common Council believes should be repaired with repurposed appropriations in the Capital Improvement Fund.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2016 Budgets of the General Fund be adjusted as follows:

MUNICIPAL COURT – NON-PERSONNEL	INCREASE	10,000
REVENUES – FINES & PENALTIES	INCREASE	10,000
ELECTIONS - PERSONEL	INCREASE	9,000
REVENUES – CHARGES FOR SERVICES	INCREASE	9,000
POLICE PERSONNEL	INCREASE	65,000
POLICE NON-PERSONNEL	DECREASE	65,000
POLICE NON-PERSONNEL	DECREASE	9,000
TRANSFERS OUT - TO CAPITAL OUTLAY	INCREASE	9,000
CONTINGENCY	DECREASE	7,700
ENGINEERING NON-PERSONNEL	INCREASE	7,700
ECONOMIC DEVELOPMENT – NON-PERS	INCREASE	12,000
REVENUES – CHARGES FOR SERVICES	INCREASE	12,000

Section 2 That the 2016 Capital Outlay budget be adjusted as follows:

POLICE SAFETY EQUIPMENT	INCREASE	9,000
TRANSFERS IN	INCREASE	9,000

Section 3 That the 2016 Capital Improvement budget be adjusted as follow:

Highway 27 th Street Streetlights	DECREASE	73,475
Contingency	DECREASE	25,000
Landfill Siting Revenues	INCREASE	59,000
Highway St. Martin's Road culvert	INCREASE	157,475

Section 4 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2016.

APPROVED:

ATTEST:

Stephen R Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES____NOES____ABSENT____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/20/2016
Reports & Recommendations	A RESOLUTION AWARDED A CONTRACT TO LUNDA CONSTRUCTION IN THE AMOUNT OF \$652,407.99 FOR BRIDGE ON W. ST. MARTINS ROAD OVER THE TESS CORNERS CREEK	ITEM NO. <i>G, 10,</i>

BACKGROUND

On December 6, 2016 the Common Council reviewed the need for this bridge replacement and bids received. The low of four was from Lunda Construction with a bid of \$652,407.99.

ANALYSIS

After review of the need and bids received and funding, the Council chose the option of award to Lunda Construction in the amount of \$652,407.999.

OPTIONS

Award of the bid was decided upon.

FISCAL NOTE

Prior Council Action, if passed, established sufficient funds from amended 2016 Capital Improvement Fund and therefore allowing for this award.

RECOMMENDATION

Motion to adopt Resolution No. 2016-_____ a resolution awarding a contract to Lunda Construction in the amount of \$652,407.999 for bridge on W. St. Martins Road over the Tess Corners Creek.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2016 - _____

A RESOLUTION AWARDED A CONTRACT TO LUNDA CONSTRUCTION IN THE
AMOUNT OF \$652,407.99 FOR BRIDGE ON W. ST. MARTINS ROAD OVER
THE TESS CORNERS CREEK

WHEREAS, the City of Franklin advertised and solicited bids for the removal of existing and construction of a new bridge on W. St. Martins Road over the Tess Corners Creek; and

WHEREAS, four (4) bids were received; and

WHEREAS, the low bidder was Lunda Construction of Waukesha, WI with a bid of \$652,407.99; and

WHEREAS, Lunda Construction is a qualified bridge contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract at the total base bid of \$652,407.99 to Lunda Construction.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, Lunda Construction be awarded the contract for the removal of existing and construction of a new bridge on W. St. Martins Road over the Tess Corners Creek .

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized and directed to execute a contract with Lunda Construction on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2016, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Slw</i> <i>fh</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE Dec 20, 2016
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2015-2198, AN ORDINANCE ADOPTING THE 2016 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2016, TO PROVIDE ADDITIONAL APPROPRIATIONS FOR ROBINWOOD TRAIL	ITEM NUMBER <i>G.11.</i>

Background

A contract for the Robinwood Trail construction project was awarded in August 16, 2016 for \$99,999.99.

The project required additional materials to complete and now requires additional appropriations.

There are un-used appropriations for the College Ave pathway that could be repurposed to this project.

Fiscal Impact

The Contractor has completed the project at this time, and a contract change order appears later on this agenda. Repurposing \$20,000 of College Ave pathway appropriations to the Robinwood Trail project would provide sufficient appropriations to approve the change order.

COMMON COUNCIL ACTION REQUESTED

Motion to adopt An ordinance to amend ordinance 2015-2198, an ordinance adopting the 2016 annual budgets for the capital improvement fund for the city of Franklin for fiscal year 2016, to provide additional appropriations for Robinwood Trail

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2016 _____

AN ORDINANCE TO AMEND ORDINANCE 2015-2198, AN ORDINANCE ADOPTING
THE 2016 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND FOR THE
CITY OF FRANKLIN FOR FISCAL YEAR 2016, TO PROVIDE ADDITIONAL
APPROPRIATIONS FOR ROBINWOOD TRAIL CONSTRUCTION

WHEREAS, the Common Council adopted the 2016 Budget for the City of Franklin providing resources and appropriations for 2016 and

WHEREAS, there are unspent appropriations for the College Ave pathway in the Capital Improvement fund, and

WHEREAS, the Robinwood trail construction costs were greater than estimated requiring additional appropriations, and

WHEREAS, other 2016 park projects have underspent appropriations by amounts greater than now needed for Robinwood Trail.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1	That the 2016 Budget of the Capital Improvement Fund be adjusted as follows:			
	Capital Improvement fund			
	Parks	Robinwood Trail	Increase	20,000
		College Ave Path	Decrease	20,000

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2016.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/20/2016
Reports & Recommendations	CONTRACT CHANGE ORDER NO. 1 / FINAL AND PAY REQUEST TO MUSSON BROTHERS, INC. FOR ROBINWOOD TRAIL	ITEM NO. <i>6.12.</i>

BACKGROUND

On August 16, 2016, the Common Council awarded a contract to Musson Brothers, Inc., the low bidder in the amount of \$99,999.99, for the Robinwood Trail. Musson being the low of seven (7) bidders.

The contract work is now completed. Musson has submitted a request for payment of \$130,619.60. City Engineering has developed a contract change order.

ANALYSIS

The cost difference is \$30,619.61. This significant difference in cost between bid amount of \$99,999.99 and requested amount of \$130,619.60 is a result of the following:

1. Asphaltic Concrete and Base Aggregate required - Cost difference \$26,432. Apparently the design firm underestimated the surface area of the path and therefore the tons of asphalt and cubic yards of stones required.
2. Concrete walk and curb/gutter required at St. Martin's - Cost addition \$5,000. Not included in plans.
3. The area of topsoil and mulch expanded - Cost difference \$6,148. To better transition slope along the trail expanded areas were required.

Engineering staff and the contractor (Musson) have as-built the trail quantities and are in agreement with the quantities which were negotiated down.

OPTIONS

Approve of Contract Change No. 1/Final and make resulting payment

Or

Request more information

FISCAL NOTE

The sufficient funds to allow for the amount of construction contract, as well as engineering consultant's fee, sundry costs and trail amenities, have been established through park impact fees.

RECOMMENDATION

Motion to accept a contract change order in the amount of \$30,619.61 to Musson Brothers, Inc. and to make a payment of \$124,088.63. A final payment of retainage will be made next spring once restoration is accepted.

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: One

Dated: 12/12/2016

PROJECT NAME Robinwood Trail

PROJECT LOCATION In easement connecting Allwood Drive to St. Martins Road

CONTRACTOR: Musson Brothers, Inc.

Contract For To clear and install trail

Nature of the Changes:

Find Nature of Changes summary sheet attached.

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$ 99,999.99

Contract price prior to this Change Order \$ 99,999.99

Net Increase resulting from this Change Order \$ 30,619.61

Current contract price including this Change Order \$ 130,619.60

Net (Increase/Decrease) in time resulting from this Change Order 0
(Days)

The above changes are Approved by:

Mayor

City Clerk

Contractor:

By: Stephen R. Olson

By: Sandra L. Wesolowski

By: _____

Date: _____

Date: _____

Date: _____

Director of Finance & Treasurer

City Attorney

By: Paul Rotzenberg

By: Jesse A. Wesolowski

Date: _____

Date: _____

2016 ROBINWOOD TRAIL-NATURE OF CHANGES

ITEM NO.	BID QTY	UNIT	UNIT DESCRIPTION	Musson Brothers			ACTUAL QUANTITY	ACTUAL TOTAL PRICE	diff	
				UNIT PRICE	BID PRICE					
1	2	LS	Tracking Pad	\$3,500.00	\$7,000.00		1.785714	\$6,250.00	0	-\$750.00
2	1	LS	Cleaning and Grubbing	\$11,447.58	\$11,447.58		1	\$11,447.58	0	\$0.00
3	1,399	CY	Earth Excavation	\$15.00	\$20,985.00		1249.7	\$18,745.50	-149	-\$2,239.50
4	97	CY	Excavation Below Subgrade	\$15.00	\$1,455.00		36	\$540.00	-61	-\$915.00
5	425	CY	Base Aggregate 1 1/4"	\$45.00	\$19,125.00		674	\$30,330.00	249	\$11,205.00
6	95	TON	Asphaltic Concrete Binder Course	\$95.00	\$9,025.00		325.29	\$30,902.55	230	\$21,877.55
7	70	TON	Asphaltic Concrete Surface Course	\$95.00	\$6,650.00			\$0.00	-70	-\$6,650.00
8	6	Each	Apron Endwall for Culvert Pipe Metal 12"	\$425.00	\$2,550.00		3	\$1,275.00	-3	-\$1,275.00
9	77	LF	Culvert Pipe Corrugated Metal 12"	\$85.00	\$6,545.00		80	\$6,800.00	3	\$255.00
10	5	CY	Riprap Medium	\$85.90	\$429.50		2.7	\$231.93	-2	-\$197.57
11	10	Each	Erosion Bales	\$20.20	\$202.00		0	\$0.00	-10	-\$202.00
12	1,100	LF	Silt Fence	\$1.75	\$1,925.00		818	\$1,431.50	-282	-\$493.50
13	830	SY	Erosion Matting	\$1.70	\$1,411.00		710	\$1,207.00	-120	-\$204.00
14	2	Each	Inlet Protection Type C	\$65.70	\$131.40		0	\$0.00	-2	-\$131.40
15	7	Each	Posts Wood 4x4 Inch x 10 Ft	\$75.80	\$530.60		0	\$0.00	-7	-\$530.60
16	22	SF	Signs Type II Reflective H	\$39.40	\$866.80		0	\$0.00	-22	-\$866.80
17	2,312	SY	Topsoil	\$3.50	\$8,092.00		3890.5	\$13,616.75	1,579	\$5,524.75
18	2,312	SY	Mulching	\$0.45	\$1,040.40		3180.4	\$1,431.18	868	\$390.78
19	1.45	CWT	Fertilizer, Type A	\$75.80	\$109.91		3.57	\$270.61	2	\$160.70
20	63	LBS	Seeding Mixture No. 20	\$7.60	\$478.80		150	\$1,140.00	87	\$661.20
			TOTAL BASE BID (Items 1 through 20)		\$99,999.99			\$125,619.60		25,619.61

21	CURB & GUTTER LUMP SUM PAYMENT OF							\$5,000.00		\$5,000.00
	OVERALL TOTAL =							\$130,619.60		\$30,619.61

ROBINWOOD TRAIL EXPENDITURES 2016

- Engineering Consultant

Invoice (2016) \$ 572.00

Final Invoice \$ 5,541.25

Total Consultant Expenditures
(2016) \$ 6,113.25

- Trail Construction

Sundry Costs \$ 657.53

Contract Final \$130,619.60

Park Bench \$ 800.00

Trail Signs \$ 200.00

Total Trail Construction &
Other Expenditures \$ 132,277.13

TOTAL \$ 138,390.38

Ron Romeis

From: Justin Johnson [justin.johnson@jsdinc.com]
Sent: Thursday, December 15, 2016 10:13 AM
To: Glen Morrow; Ron Romeis
Subject: Robinwood Trail Franklin, WI (Invoice, Bid Quantities)
Attachments: 15-6896 JSD Inv 4_11.11.16.pdf

Glen,

I have reviewed the bid quantities for agg base and bituminous binder/surface. Based on the design trail alignment, it appears that the cubic yardage number for the agg base material was accurate in the bid document. The pavement area for the bituminous binder/surface calculation was also accurate, however, there was apparently some problem with the conversion factor taking it from square feet to tons. That would be where the as-built quantity overages would likely be found.

In an effort to do right by the City, I've adjusted my final invoice down. The following fee reductions are provided in the final invoice:

- Task 01 (Topo Survey): unused task fee will not be billed
- Task 04 (Mtg Attendance): unused task fee remaining after this invoice will not be billed
- Task 06 (Constr Staking): Billing \$3537.25 on this invoice, actual work effort was \$5188.25
- Task 900 (Addl Services): No additional time being invoiced for out-of-scope work performed, actual work effort was \$4317.50

In total, we spent \$20,746.25 in survey, design, staking, and various plan modifications over the course of the project. With this final invoice, we will have a total invoiced amount of \$14,660.75. Hopefully this helps soften the blow of the quantity overage, somewhat. If you have any questions or concerns, please give me a call.

Justin

JSD Professional Services, Inc.
 161 Horizon Drive, Suite 101
 Verona, WI 53593
 608-848-5060

City of Franklin (Engineering Dept)
 Glen Morrow
 9229 West Loomis Road
 Franklin, WI 53132-9630

Invoice number 4
 Date 11/11/2016

Project 15-6896 City of Franklin - Southbrook
 Path, Franklin, WI

For Professional Services through November 11, 2016

03 Recordable Documents

Create trail easement documents, revise documents per trail modifications, QA/QC.

Labor

Hours	Rate	Billed Amount
11.00	111.00	1,221.00

04 Meeting Attendance

Attend meeting with City staff (7/13/16), pre-con meeting (8/30/16).

Labor

Hours	Rate	Billed Amount
4.00	192.00	768.00

100-Principal, Associate

Expenses

Units	Rate	Billed Amount
48.00	0.75	36.00

Miles

Phase subtotal 804.00

06 Construction Staking

Staking setup, stake trail centerline (multiple mobilizations).

Labor

Hours	Rate	Billed Amount
0.25	141.00	35.25
4.00	106.00	424.00
2.00	111.00	222.00
10.50	106.00	1,113.00
16.50	83.00	1,369.50

410-Senior Project Engineer

460-Staff Engineer

810-Project Surveyor

820-Survey Crew Chief

840-Survey Technician

Labor subtotal 3,163.75

Expenses

Units	Rate	Billed Amount
20.00	0.50	10.00
70.00	0.50	35.00
0.60	300.00	180.00

12" Wood Hubs

4' Wood Laths

GPS - Days

JSD Professional Services, Inc.

• Engineers • Surveyors • Planners

City of Franklin (Engineering Dept)
Project 15-6896 City of Franklin - Southbrook Path, Franklin, WI

Invoice number 4
Date 11/11/2016

06 Construction Staking

Staking setup, stake trail centerline (multiple mobilizations).

Expenses

	Units	Rate	Billed Amount
Mag Nails	2.00	0.50	1.00
Miles	90.00	0.75	67.50
Robotic Total Station - Days	0.40	200.00	80.00
Expenses subtotal			373.50
Phase subtotal			3,537.25
Invoice subtotal			5,562.25
Invoice adjustment			-21.00
Invoice total			5,541.25

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
01 Partial Topographic Survey	2,100.00	67.95	1,427.00	1,427.00	0.00
02 Civil Design	7,200.00	99.96	7,197.00	7,197.00	0.00
03 Recordable Documents	1,200.00	101.75	1,221.00	0.00	1,221.00
04 Meeting Attendance	2,010.00	61.67	1,239.50	435.50	804.00
05 Reimbursables (Estimate)	500.00	12.00	60.00	60.00	0.00
06 Construction Staking	5,188.25	68.18	3,537.25	0.00	3,537.25
900 Additional Services	3,821.00	0.00	0.00	0.00	0.00
Task 03: TMNE Adjustment	0.00	0.00	-21.00	0.00	-21.00
Total	22,019.25	66.58	14,660.75	9,119.50	5,541.25

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
4	11/11/2016	5,541.25		5,541.25			
	Total	5,541.25	0.00	5,541.25	0.00	0.00	0.00

Thank you!

RECOMMENDATION OF PAYMENT
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

No: One

Project No: 2016-6 ENGINEER's Project No: Same

Project: Robinwood Trail

CONTRACTOR: Musson Brothers, Inc.

Contract For: Trail installation Contract Date: August 16, 2016

Application Date: 12/8/2016 Application Amount: \$130,619.60

For Period Ending: 11/15/2016

CITY OF FRANKLIN

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full of his obligations in connection with the Work covered by all prior Applications for Payments

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

Dated: 12/20/2016 By: _____

Glen E. Morrow, City Engineer

STATEMENT OF WORK

Original Contract Price	\$ <u>99,999.99</u>	Work to Date	\$ <u>130,619.61</u>
Net Change Orders	\$ <u>30,619.61</u>	Amount Retained (5%)	\$ <u>6,530.98</u>
Current Contract Price	\$ <u>130,691.60</u>	Subtotal	\$ <u>124,088.63</u>
Work to be Done	\$ <u>0</u>	Previous Payments Recommended	\$ <u>0</u>
		Amount Due this Payment	\$ <u>124,088.63</u>

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/20/2016
Reports & Recommendations	MOTION ACCEPTING CHANGE ORDER NO. 1 AND FINAL FOR A CONTRACT WITH MJ CONSTRUCTION, INC. FOR SCEPTER CIRCLE/COURT WATER MAIN RELAY	ITEM NO. <i>G.13.</i>

BACKGROUND

On February 26, 2015, the City awarded a contract with MJ Construction, Inc. to relay the entire length of water main on Scepter Circle and Court. The project was completed in June, 2015 except for several punch list items.

ANALYSIS

The contractor has finally completed punch list items and has signed a change order. The change order decreases the contract amount from \$235,911.00 as awarded to \$235,439.00, a decrease of \$472.00.

OPTIONS

Authorize the acceptance of Change Order No. 1 and final
or
Defer decision

FISCAL NOTE

The resulting change order establishes a final contract amount of \$235,439.00. Given previous payments, a final (retainage) amount due in the amount of \$5,885.97 can be paid out.

RECOMMENDATION

Motion accepting Change Order No. 1 and final for a contract with MJ Construction, Inc. for Scepter Circle/Court water main relay.

No. 1

EFFECTIVE DATE October 25, 2016

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/20/2016
Reports & Recommendations	ROOT RIVER FLOODPLAIN EVALUATION FOR W. OAKWOOD ROAD BETWEEN S. 76 TH STREET AND S. 60 TH STREET	ITEM NO. <i>G, 14.</i>

BACKGROUND

On September 6, 2016, Common Council authorized RA Smith to study the Root River at W. Oakwood Road (between S. 76th Street and S. 60th Street). W. Oakwood Road between S. 60th Street and S. 76th Street is known to be flood prone and inundated by the Root River during any significant rainfall. DPW closes this section of road because of the flood waters on average 12 times per year.

Staff identified Waukesha's Water Diversion project and Franklin's flooding issues as a possible win-win scenario whereas Waukesha would have a location to dispose of excess excavation created by the pipeline work, and Franklin could have W. Oakwood Road raised at minimal expense.

ANALYSIS

Enclosed is a December 12, 2016, memorandum and map from Cindi DeBruine, PE, CFM- RA Smith National with a summary of the study. Not surprising, the model showed that the existing road is inundated by over 4 feet of water during a 100-year event. To raise the road to minimize overtopping, the analysis looked at 11 alternatives to minimize increase in upstream flood elevations. Specifically 0.2 feet increase in the 100-year elevation was the benchmark for the evaluation.

All evaluated alternatives involve very long bridges (spans of 89 to 133 feet) with several (3 to 27) culverts to pass the water. The first 6 alternatives do not allow any water overtopping the road during a 100-year event and the last 5 alternatives allow 6 inches overtopping.

The bridge(s) and culverts alone could easily cost \$2 million. The cost of fill with associated wetland work would cost substantially more.

The City could proceed to prepare designs and permitting for the bridges and culverts for funding. Best case scenario, these components could be constructed in 2021 at an 80/20 cost share. The cost of the fill and associated wetland work would be provided by the Waukesha project. If grant funded, the total cost to the City might be 20% of \$2 million = \$400,000 and not available until 2021 or later.

If the City holds off on road improvements, the cost would be dramatically increased because of the cost of the fill along the road that would not occur with the Waukesha project.

If the City is interested in a future project for W. Oakwood Road in the vicinity of \$400k, Staff can further scope a project with SEWRPC and RA Smith to provide better estimates of project costs and timelines.

If the City has no desire to upgrade W. Oakwood Road, this matter will be dropped.

OPTIONS:

Direct Staff to further pursue this project for implementation in conjunction with the Waukesha Water Diversion Project; or

Direct Staff to file the RA Smith evaluation.

FISCAL NOTE

To be determined based on Common Council direction. Additional investigation would result in Staff's recommendations on how to finance the project.

RECOMMENDATION

Provide direction to Staff on desire to upgrade W. Oakwood Road and report back with further information, if needed.

Memo

DATE: December 12, 2016

TO: Glen Morrow, P.E., Director of Public Works

FR: Cindi DeBruine, P.E., CFM

CC: Sara Arnold, P.E.

RE: Root River Floodplain Evaluation for W. Oakwood Road Improvements

We have completed the hydraulic analysis of the Root River Existing Condition at W. Oakwood Road and preliminary alternatives for W. Oakwood Road Improvements. This memo has been prepared to discuss the analyses.

Existing Conditions

The hydraulic model prepared by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) was used as the base model. The Existing Condition model cross sections in the study reach were updated with Milwaukee County 2015 LiDAR topography and some cross sections were added to improve the model accuracy. The hydraulic analysis of the bridge improvements at State Highway 100 (W. Ryan Road) were obtained from the Wisconsin Department of Transportation and incorporated into the model.

The model did not include a representation of W. Oakwood Road. The original analysis assumed that the road was insignificant to the 100-year flood elevations because of the depth of flow over the road. The four existing culverts and the surveyed road profile were added to the Existing Condition model. The topography showed a ridge in the floodplain approximately 1,150 feet west of the main channel. The ineffective flow limits (floodway) were revised to match the topography.

The model showed a maximum depth over the road in excess of 4 feet for the 100-year event. The 100-year flood elevation increased only 0.02 foot upstream of the road, so the crossing was essentially insignificant. The analysis showed that the 100-year flow of 4,900 cfs flowed mainly over the road, with only 45 cfs flowing through the culverts.

Alternatives

The main goal of the hydraulic alternatives analysis is to define proposed improvements that do not increase the 100-year flood elevations upstream or downstream of the roadway. If that is not possible, the extent of any increases upstream or downstream should be minimized to reduce the number of affected properties. Alternatives were evaluated for two 100-year event conditions – no roadway overtopping and overtopping of 6 inches or less.

The alternatives evaluated all included a bridge structure with a pier over the main channel, similar to the existing structure downstream at S. 60th Street. Aluminum box culverts (assumed 73 square feet each) were used as auxiliary overflows to provide additional capacity and widen the effective flow area. For alternatives with assumed weir flow, a portion of the roadway was input as a flat section at a set elevation.

Deliver excellence, vision, and responsive service to our clients.

The alternatives evaluated ranged from an 89-foot bridge (2-43-foot openings and 3-foot pier, similar to the S. 60th Street bridge) with 3 aluminum culverts and no roadway overflow to a 133-foot bridge, 27 bypass culverts, and 2 road overflow locations. The later extreme analysis was done to try to eliminate an increase in the 100-year elevation upstream of the road. The alternative still had an increase of 0.02 foot over the existing condition elevation upstream of the road. The analysis showed that a viable alternative does not exist that would eliminate an increase upstream of W. Oakwood Road.

Table 1 provides a description of the alternatives evaluated, the increase above the existing condition 100-year elevation upstream of W. Oakwood Road, and the extent of the upstream increases.

Table 1
Results of Preliminary Alternatives Analysis

Condition	Description	Elevation Upstream Of W. Oakwood Rd. (Cross Section 26.2) (feet, NGVD29)	Increase Compared to Existing Conditions (feet)	Increased Elevations Extend Upstream to this Section
Existing	4 culverts, weir flow	681.82		
Alt 1	89-foot bridge, 3 aluminum culverts	682.02	0.20	28.50
Alt 2	103-foot bridge, 3 aluminum culverts	681.98	0.16	28.50
Alt 3	113-foot bridge, 3 aluminum culverts	681.96	0.14	28.07
Alt 4	113-foot bridge, 4 aluminum culverts	681.95	0.13	28.07
Alt 5	113-foot bridge, 5 aluminum culverts	681.94	0.12	28.07
Alt 6	113-foot bridge, 6 aluminum culverts	681.93	0.11	28.07
Alt 7	113-foot bridge, 6 aluminum culverts, 950' weir	681.91	0.09	28.07
Alt 8	133-foot bridge, 6 aluminum culverts, 950' weir	681.89	0.07	28.07
Alt 9	133-foot bridge, 10 aluminum culverts, 875' weir	681.88	0.06	28.07
Alt 10	133-foot bridge, 20 aluminum culverts, 600' weir	681.85	0.03	27.922
Alt 11	133-foot bridge, 27 aluminum culverts, 600' weir	681.84	0.02	27.922

Summary

The analysis showed that there is not a viable alternative that causes no increase in the 100-year water surface elevation. Flooding easements would be required from all affected property owners for increases caused by the roadway project.



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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 20, 2016
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2017, with JSA Civil Environmental Engineers, Inc.	ITEM NUMBER <i>G.15.</i>

JSA Civil Environmental Engineers, Inc. has been providing landfill monitoring services at the Metro landfill for the past 12 years. The last annual contract expires December 31, 2016. Attached is a draft contract to renew the terms of the 2016 agreement for 2017 (only change is that "Drawings" will be billed at \$0.75 per square foot [back down from the one year 2016 \$1.00 rate] of drawing for black and white and \$8.00 per square foot [back down from the one year 2016 \$10.00 rate] for color [Franklin has never required those drawings services/products]; mileage charge cost is the same as for 2016; hourly rates remain the same and JSA states that those hourly rates have not changed since 2008) and a resolution authorizing same. Waste Management of Wisconsin, Inc. is obligated to provide reimbursement for the contract cost pursuant to Article IV.24.B. of the WWMI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010. The contract price is a cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the Agreement.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2016, with JSA Civil Environmental Engineers, Inc.



November 16, 2016

Project No: 1036.10066

Jesse Wesolowski, Esq

Attorney to the City of Franklin

11402 W. Church Street

Franklin, Wisconsin 53132

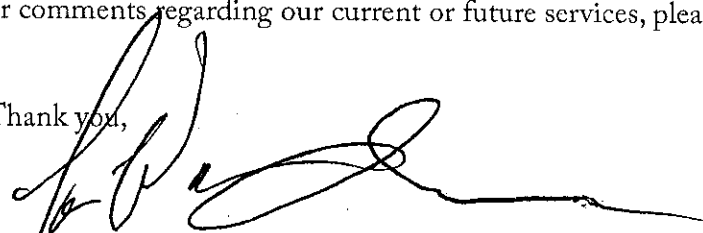
Re: 2015 JSA Civil Environmental Engineers' Professional Services for the City of Franklin

Dear Jesse;

We, JSA Civil Environmental Engineers (JSA Civil), would like to continue to offer our Professional Services to the City of Franklin. We consider the City of Franklin to be a Legacy Client and offer rates and terms that we have maintained since 2008. These rates and conditions are attached.

Also attached, please find our "Scope of Professional Services". JSA Civil currently audits the WMWI Metro Facility twice per month and reports directly to the Waste Facility Monitoring Committee, and its Chair; Marvin Wolff. The product of the audits, a final report, is placed on the web at <http://jsacivil.com/pages/audit/franklin.html>. I, and my staff, greatly appreciate the experience and the continued opportunity to serve the City of Franklin. If you, or the City of Franklin, have any questions or comments regarding our current or future services, please do not hesitate to contact me.

Thank you,


Jo-Walter Spear, Jr., P.E., S.C.

JSA Civil Environmental Engineers, Project Manager and President

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

This Standard Agreement for Services (the "AGREEMENT") is between JSA Civil Environmental Engineers, Inc., a Subchapter S Corporation, organized pursuant to Wisconsin Law, (CONSULTANT) and the City of Franklin, a municipal corporation organized pursuant to Wisconsin Law (CLIENT).

ARTICLE . SCOPE OF SERVICES

The CONSULTANT shall provide consulting services (the "Services") as described in Attachment A. An initial draft of the Auditor's Manual shall be provided to the Metro Recycling & Disposal Facility Monitoring Committee by CONSULTANT within 7 (all days shall be calendar days) days of the date of notice and authorization to CONSULTANT to proceed. CONSULTANT shall further respond to any Committee requirements upon such Auditor's Manual within 7 days of receipt. Odor monitoring Services shall commence within 7 days of the Monitoring Committee's approval of the Auditor's Manual. Notwithstanding anything to the contrary set forth in Attachment A, all auditing reports shall additionally be provided by CONSULTANT to the Monitoring Committee; reports to the City of Franklin shall be to the City Clerk; and all reports prepared in the ordinary course of business shall be delivered electronically, except for quarterly reports, which shall be delivered in paper form to the Monitoring Committee and the City Clerk. Electronic transmissions of all reports shall be made by CONSULTANT within 24 hours of the completions of such reports. Initial odor complaint mapping shall be completed by CONSULTANT concurrent with the completion of the Auditor's Manual. Hours budgeted for operations and construction auditing within Attachment A include and are sufficient to allow for the provision of professional advice by CONSULTANT upon the request of CLIENT, as to available remedies or available remedial action, which may be necessary to cure any occurrences or conditions disclosed upon audit.

ARTICLE 2. COMPENSATION

Compensation to be paid by CLIENT to the CONSULTANT is described in Attachment A. Notwithstanding anything to the contrary set forth in Attachment A, CONSULTANT shall provide those Services and those Service hours per Task for such total compensation and expenses as shall not exceed those "TOTAL" amounts as are specifically allocated to such Tasks, respectively, in Attachment A. Such TOTAL amounts include all costs for labor, overhead, G&A, benefits, taxes, profit and all actual reasonable expenses, which shall be in such amounts and as set forth upon the "Standard Rates and Conditions" schedule contained within Attachment A. Total compensation and expenses for all landfill operations auditing Services (including odor monitoring) to be provided annually, commencing January 1, 2017, shall not exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B.

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

ARTICLE 3. TERMS OF PAYMENT

Payment by CLIENT to CONSULTANT shall be monthly, based on the invoicing provided by CONSULTANT.

A. INVOICING

The CONSULTANT shall submit itemized invoices to CLIENT for progress payments once each month during the progress of the Services. Such invoices will represent the value of the completed Services, and will be prepared in such form and supported by documentation as CLIENT may reasonably require.

B. PAYMENTS

CLIENT will review and approve invoices for payment. CLIENT will make payment to the CONSULTANT within thirty (30) days after receipt of the invoice. Progress payments to CONSULTANT will not constitute acceptance of the Services.

C. LIENS

CONSULTANT will promptly pay for all services, labor, material, and equipment used or employed in the Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof free and clear of mechanic's or other liens.

ARTICLE 4. OBLIGATION OF CONSULTANT

A. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. The CONSULTANT shall also be solely responsible for the means and methods for carrying out the Services.

B. REPORTING

CONSULTANT shall, if requested by CLIENT, submit with its monthly invoice, progress reports, in a form acceptable to CLIENT.

C. PERFORMANCE

The standard of care applicable to CONSULTANT Services will be the degree of skill and diligence normally employed by others performing the same or similar Services and that of a professional engineer in Southeastern Wisconsin. The CONSULTANT will reperform any Services not meeting this standard without additional compensation.

D. WORKING FILES

CONSULTANT will maintain files containing all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this AGREEMENT. CONSULTANT will provide copies of the information contained in its working files to CLIENT upon request of CLIENT and at the CLIENT'S cost. All copies of information and data given to CONSULTANT by CLIENT or generated by CONSULTANT in performance of the Services will be delivered by the CONSULTANT to CLIENT upon termination of the AGREEMENT. CONSULTANT may retain one copy of any documentation pertaining to the Services performed after the termination of this AGREEMENT.

E. HOLD HARMLESS

CONSULTANT shall and hereby agrees to indemnify, defend, hold harmless and release CLIENT

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

(including its directors, officers, employees, representatives and agents) for any and all losses, demands, damages, claims, costs and expenses (including reasonable attorney's fees and costs) relating to or resulting from bodily injury or death, and for damage to property during or related to the Services under this AGREEMENT; provided, however, this release shall not be effective as to the extent that any such bodily injury or death or damage to property resulted from gross negligence or willful misconduct of CLIENT.

F. CODES, LAWS, AND REGULATIONS

CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT. CLIENT shall provide copies of local ordinances and agreements pertaining to the site to CONSULTANT.

G. PERMITS, LICENSES, AND FEES

CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT'S performance of the Services and will give all necessary notices.

H. INSURANCE

CONSULTANT shall, during the term of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier acceptable to CLIENT in amounts equal to the minimum limits set forth below

A. Limit of General/Commercial Liability	\$1,000,000.00
B. Automobile Liability; Bodily Injury/Property Damage	\$1,000,000.00
C. Worker's Compensation and Employer's Liability	Statutory
D. Professional Liability	\$1,000,000.00

Certificates of insurance evidencing the above shall be delivered to CLIENT on request and shall provide that such coverages may not be canceled or amended without 30 day prior notice to CLIENT and naming CLIENT as an additional insured for General Liability.

I. ACCESS TO RECORDS

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Unless otherwise provided in a Task Order said records will be available for examination by CLIENT during CONSULTANT'S normal business hours for a period of three (3) years after CONSULTANT'S final invoice to the extent required to verify the costs incurred hereunder.

J. SUSPENSION OF WORK

The CONSULTANT will, upon written notice from CLIENT, suspend, delay or interrupt all or a part of the Services. In such event, CONSULTANT will resume the Services upon written notice from CLIENT, and an appropriate extension of time will be mutually agreed upon and added to CONSULTANT'S time of performance. CLIENT will reimburse CONSULTANT for reasonable termination and start up costs should work be suspended, interrupted or delayed unless due to the wrongful act or omission of CONSULTANT under this AGREEMENT or its duties of skill and diligence.

K. WORKING RELATIONSHIP BETWEEN WASTE MANAGEMENT OF WISCONSIN, Inc., J Spear Associates, Inc. AND THE CITY OF FRANKLIN

During the term of this AGREEMENT no CONSULTANT employee or subconsultant working under this AGREEMENT shall knowingly perform any work for Waste Management of Wisconsin, Inc. or any of its subsidiaries. No CONSULTANT employee or subconsultant who has done work for Waste Management of Wisconsin, Inc. within two years of this AGREEMENT shall be

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

assigned to work under this AGREEMENT.

L. CONFLICT OF INTEREST

CONSULTANT warrants that neither it nor any of its affiliates, their officers, employees or agents, have any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates, their officers, employees or agents, will acquire directly or indirectly any such interest.

CONSULTANT warrants that it will immediately notify CLIENT if any actual or potential conflict of interest arises or becomes known to CONSULTANT. Upon receipt of such notification, review and written approval is required from CLIENT for the CONSULTANT to continue to perform work under this AGREEMENT.

M. CONSULTANT'S PERSONNEL AT THE SUBJECT SITE

The presence of duties of CONSULTANT'S personnel at the subject site, whether as onsite representatives or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or contractors, or other entities, and do not relieve the contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction/operation methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of work in accordance with the Contract Documents and any health and safety precautions required by such activities.

CONSULTANT and its personnel have no authority to exercise control over any contractor or other entity or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health and safety deficiencies of the contractor or other entity or any other persons at the site other than CONSULTANT'S own personnel.

The presence of CONSULTANT'S personnel at the subject site is for the purpose of providing CLIENT a greater degree of confidence that the complete work will confirm to the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances and that the integrity of the terms as reflected in the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances have been implemented and preserved by the contractors. CONSULTANT neither guarantees the performance of the contractors nor assumes responsibility for contractor's failure to perform their work in accordance with the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances.

ARTICLE 5. OBLIGATIONS OF CLIENT

A. TIMELY REVIEW

CLIENT will examine the CONSULTANT'S studies, reports, proposals, and other related documents and render decisions required by CONSULTANT a timely manner.

B. PROMPT NOTICE

CLIENT will give written notice to CONSULTANT whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CONSULTANT Services, or any defect in the work of the CONSULTANT.

C. CHANGES

CLIENT may, by written order only, make changes, revisions, additions, or deletions (collectively

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

hereinafter called "changes") in the Services. CONSULTANT will immediately, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify CLIENT of such changes and will request written disposition. The CONSULTANT will not proceed with any changes unless notified to proceed in writing by CLIENT. Nothing herein will be construed as relieving the CONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon the CONSULTANT entitlement to, or the amount of, any adjustment in time or compensation. Any claim by the CONSULTANT for an adjustment under this paragraph must be preceded by CONSULTANT'S written notice to CLIENT prior to performing any work or changes that such work or changes will require additional payment to that contemplated by this AGREEMENT. If the Services are reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

D. AUTHORITY OF CLIENT

The authority and responsibility of CLIENT are limited to the provisions set forth in this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. PROPRIETARY INFORMATION

All prices, rates, designs, reports, data, services, specifications, and other information related to the Services contain and comprise proprietary and company confidential information of CLIENT, and potentially other teaming partners. Except for the purpose hereof, CONSULTANT shall not publish or disclose to any third party or make use of such information during or at any time following the expiration or earlier termination hereof except if such disclosure is required by CLIENT, order of a court of competent jurisdiction, or otherwise required by applicable law.

B. ASSIGNMENTS

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

C. WAIVERS

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

D. FORCE MAJEURE

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, and acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control or contemplation of either party.

E. AUTHORIZATION TO PROCEED

Verbal authorization by CLIENT, followed by confirming letter to CONSULTANT will be authorization for CONSULTANT to proceed with the Services.

F. NO THIRD PARTY BENEFICIARIES

This AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

CLIENT and has no third party beneficiaries.

G. JURISDICTION

The laws of the State of Wisconsin shall govern the validity of this AGREEMENT its interpretation and performance, and any other claims related to it. The venue for any dispute shall be the Circuit Court for Milwaukee County. The prevailing party in any such litigation shall be entitled to be awarded its reasonable attorney's fees.

H. SEVERABILITY AND SURVIVAL

If any of the Provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable the unenforceability of the other remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

I. TERMINATION

(1) TERMINATION FOR CONVENIENCE

CLIENT, for its convenience, may, effective forthwith upon any notice, terminate all or part of this AGREEMENT. In such event the CONSULTANT will be entitled to compensation for the Services competently performed up to the date of termination. The CONSULTANT will not be entitled to compensation for profit on the Services not performed.

(2) TERMINATION FOR DEFAULT

CLIENT may, by written notice, terminate the whole or any part of the AGREEMENT for default in the event that the CONSULTANT fails to perform any of the provisions of this AGREEMENT, or fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms, or, in the opinion of CLIENT, becomes financially or legally incapable of completing the Services and does not correct such to CLIENT'S reasonable satisfaction within a period of seven (7) working days after receipt of notice from CLIENT specifying such failure.

If after notice of termination, it is determined for any reason that the CONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE.

In the event of termination for default, the CONSULTANT will not be entitled to termination expenses. Regardless of the cause of termination the CONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to laboratory, field or other notes log book pages, terminal data, computations and designs.

The rights and remedies of CLIENT provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this AGREEMENT.

J. DELAYS AND EXTENSION OF TIME

If the CONSULTANT is delayed in the progress of the Services by any act or neglect of CLIENT or by any separate teaming partner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the CONSULTANT will, within twenty-four (24) hours of the start of the occurrence give notice to CLIENT of the cause of the potential delay and estimate the possible

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

time extension involved. Due to the time sensitive nature of the Services bring provided by CONSULTANT any extension or delays in CONSULTANT'S performance must be negotiated by the parties such that CLIENT can still meet deadlines which are established by entities that are not parties to this AGREEMENT. No extension of time will be granted to the CONSULTANT for delays occurring to parts of the Services that have no measurable impact on the completion of the Services under this AGREEMENT. No extension of time will be considered for weather conditions normal to the area in which the Services are being performed. Unusual weather conditions if determined by CLIENT to be of a severity that would stop all progress may be considered as cause for an extension of completion time. Delays in delivery of equipment or material purchased by the CONSULTANT or its subcontractors will not be considered as a just cause for delay. The CONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

K. TERM OF AGREEMENT

The AGREEMENT shall extend to and expire upon December 31, 2017. This term may be extended by mutual consent of both parties.

ARTICLE 7. NOTICES

For the purposes of this agreement, notices will be by United States Mail to:

For the CLIENT:

For the CONSULTANT:

JSA Civil Environmental Engineers, Inc.

2410 N. Palmer Street

Milwaukee, WI 53212

ATTN: Jo-Walter Spear, Jr., P.E.

ARTICLE 8. SIGNATURES AND ATTACHMENTS

A. The following attachments are made part of this AGREEMENT: Attachment A.

B. This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings and may be changed only a written amendment executed by both parties:

Approved for JSA Civil Environmental Engineers, Inc.

Accepted for _____

By _____

By: _____

Name: Jo-Walter Spear, Jr., P.E.

Name: _____

**STANDARD AGREEMENT FOR SERVICES TO MONITOR
COMPLIANCE AT METRO RECYCLING AND DISPOSAL
FACILITY DURING OPERATIONS AND CONSTRUCTION**

Title: Project Manager

Title: _____

Date: _____

Date: _____

JSA Civil Environmental Engineers, Inc. (JSA) Scope of Professional Engineering Services to The City of Franklin, WI

LANDFILL OPERATIONS AUDITING

The scope of services has been broken down into the following tasks:

Task 1 Auditor's Manual

The auditor's manual is reviewed and updated, annually. The budget for this task assumes one hour to review and update the manual.

Deliverables: Auditors Manual

Task 2 Operations and Construction Audit

JSA auditors will perform audits of landfill operations and any construction activities occurring during the audit. The audit of operations will include, but not be limited to, observation of waste receipt; weigh-in, placement and compaction of wastes; the application of cover materials and cover integrity; odor monitoring (on-site and off-site); leachate management, including leachate recirculation, evaporation, and disposal; landfill gas recovery system operations; flare stability and consistency; vegetation observations for signs of landfill gas or leachate stress; and other necessary operations for the facility. To maximize the efficiency of the audits, JSA has prepared an audit form that encompasses regulatory, permit, and contractual requirements, as well as other standards of practice in the solid waste industry. JSA has used this form, or one similar to it, at other facilities. JSA will provide the City of Franklin, Metro Waste Disposal and Recycling Monitoring Committee (Committee) and Metro Waste Disposal and Recycling Facility(Metro) with an audit report following each site visit. Particular attention will be paid to activities and procedures that do not conform the contract between Metro and the City of Franklin (City). We will provide our findings and recommendations to the Committee in writing.

Inspection of operations will be conducted during each site visit, as appropriate. Construction continues at a landfill after the major actions of building new cells. The addition of a new landfill gas recovery well, placement of incremental cap areas, erosion damage repairs and other construction activities will be observed if they are in process during the audit.

Our team has extensive experience in all aspects of landfill construction and operation and will draw upon our Project Manager's experience with landfill construction and operations, with the support of our Principal, who has over 30 years of landfill construction and operations experience. We will use our experience to anticipate problems and to keep the City fully informed of the project status.

Our budget for this task is based on the assumption that one team member will spend 3 to 4 hours at the site each week, with senior review of the audit reports.

During periods of intense or complex construction, the audits may consume more time than anticipated above. Our experience in other audit situations is that there are opportunities to manage the total budget to prevent budget over runs at the project level.

Deliverables: Copy of landfill operations audit report following each site visit, including a copy of the landfill construction audit report for construction activity occurring during the audit; Year End Report

Task 3 Odor Monitoring

JSA will conduct Odor Monitoring before and during every audit event at the Metro site. A course about the landfill has been defined for the limits of odor monitoring and the results of each event are recorded upon a map that is included in the Audit report. JSA also maintains an online database of all odors reported and their geographic location about the Metro site.

Deliverables: Copy of the Odor Monitoring Map with every Audit Report, provide and maintain online database of odor complaints.

Task 4 Environmental Monitoring and Data Analysis

At the direction of the City or the Committee, JSA will review and evaluate groundwater quality and surface water quality data, groundwater elevation data, leachate quality data; and landfill gas data provided by Metro to the City or the Wisconsin Department of Natural Resources (WDNR). This evaluation will include both a general trend analysis and a trend analysis that relates to the background data.

If our team identifies significant changes or anomalies in the groundwater or surface water data, we will evaluate the impact of the landfill on those changes and notify the City. At the request of the City, we will identify appropriate mitigation actions and present these actions in a technical memorandum for the City's review.

Deliverables: Quarterly and Annual review of Metro's analysis of groundwater and surface water

quality and an assessment of the numerical results; a memorandum summarizing the observation during a quarterly groundwater and surface water monitoring event; quarterly and annual review of Metro's sampling and analysis of landfill gas and an assessment of the numerical results; and a memorandum summarizing the observation during a landfill gas monitoring event.

Task 5 Facility Closure and Post-Closure Care Monitoring

At the direction of the City, JSA will make independent annual determinations of the funding level (+30% or -50%) necessary to close the landfill and to monitor and maintain it for a period of 30-years following closure. This level will be compared to the current balance of the facility closure, monitoring, and maintenance funds or current calculations of that fund, by Metro. We will provide a written assessment to the City indicating whether sufficient funds have been set aside.

Deliverable: Annual written report assessing funding requirements for closure and post-closure monitoring.

Task 6 Attendance at Landfill Committee Meetings

JSA will attend the Committee Meetings in order to address questions from members of the committee. Typically, the Auditor and/or an engineer will attend the meeting, based on our understanding of committee concerns. We request to be placed on the agenda early in the meeting and will attend for a period of one hour at no cost to the City. If we are requested to remain after the hour, the City will be billed for the time at the regular hourly rate of our attendees. The budget for this task assumes that we will spend no more than one hour at the meetings.

Deliverable: Documentation as requested by the committee at prior meetings, if any.

Task 7 Additional Services as Requested

JSA is prepared to perform a variety of tasks for the duration of the contract period not specifically addressed in the scope of services. Our experience suggests that the flexibility offered by this arrangement will be extremely valuable to the City. Because of the variety of situations that are encountered in the course of landfill construction and operation, there are services that may be requested that can not be envisioned at the time the scope of services is written. The following list is not a proposal for additional services, but a short lists of examples of services we have been asked to provide during an audit contract that were not envisioned in the contract:

- Consultation regarding storm water and erosion control when problems occur,
- Consultation regarding alternative daily cover,
- Consultation regarding the Operator's plans to meet new regulations including air quality, gas management, and NPDES regulations,
- Consultation regarding Operator proposals to change environmental monitoring plans,
- Solid waste market assessment and consultation,
- Consultation on the effectiveness and selection of landfill deodorants,
- Consultation on and the preparation of comments regarding legislation or regulation that effects landfill operation or impacts the agreement between the community and the landfill

Deliverable: Deliverable and level-of-effort for activities under this Task will be developed on a case by case basis as requested by the City.

**Standard Rates and Conditions
For Legacy Clients
2017**

<u>Title</u>	<u>Rate</u>
Principal	\$120.00
Project Manager	\$ 85.00
Administration	\$ 50.00
Engineering Technician	\$ 50.00

Mileage is billed at \$ 0.63 per mile and travel is billed at one-half the traveler's hourly rate. Copies are billed at \$ 0.10 per page for letters, memoranda, reports, etc and \$0.55 for color letter sized. Drawings are billed at \$ 0.75 per square foot of drawing for black and white and \$ 8.00 per square foot for color. All other direct expenses are itemized on our invoice. Invoicing will include any disposable supplies or special equipment, as applicable. Clients will be provided with a secure Intranet page, for the receipt and maintenance of deliverables and other documents. Our secure intranet page is also available for collaborative document development and review. A 10 % surcharge will be applied to all expenses to cover administration and management. Each client invoice is assessed a \$50.00 Administrative Services Fee to recover accounting and billing costs.

JSA Civil Environmental Engineers charges time on the basis of the nearest ½ hour for engineers and planners and the nearest ¼ hour for graphics, CAD, and Administrative personnel. Invoicing is done at least once each month, either around the middle of the month or the end of the month, based on client preference. Invoices will be submitted within ten (10) days of the close of the billing period and are payable upon receipt. Should invoices be issued outside of this schedule, they are due and payable upon receipt. JSA reserves the right to assess late charges of 5.0% of the principal per month against all invoices not paid within 60 days of issuance. In addition, work on the project by JSA may be suspended and data, reports and/or other products withheld, should invoices not be paid within 45 days. Invoices are due and payable upon receipt. Invoices paid within fifteen (15) days of issuance are eligible for a 2.5% discount, which maybe taken by the client when making payment.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING
SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING &
DISPOSAL FACILITY TO DECEMBER 31, 2017, WITH
JSA CIVIL ENVIRONMENTAL ENGINEERS, INC.

WHEREAS, JSA Civil Environmental Engineers, Inc. having proposed to provide continued services as previously approved by the Common Council for the monitoring of the Metro Recycling & Disposal Facility landfill operations, for compliance with applicable state and local laws, codes, rules, orders and ordinances and siting agreements, to the end of the year 2017, the cost of such services being reimbursable to the City pursuant to Article IVB. of the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such monitoring services, and the benefit to the Community from the provision of such services and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for Professional Environmental Engineering Services to Monitor Compliance at Metro Recycling & Disposal Facility landfill, with JSA Civil Environmental Engineers, Inc., as previously extended by the Common Council to December 31, 2016, be further extended to December 31, 2017, to provide services limited to bi-monthly audits, reports thereon and government meeting attendance limited to one hour each meeting, and such prior contract terms as may be applicable thereto, at cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B., and all in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

RESOLUTION NO. 2016-_____

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APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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