

Village of Hales Corners

5635 S. New Berlin Road
Hales Corners, WI 53130
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James R. Ryan Municipal Building

VILLAGE BOARD - COMMITTEE OF THE WHOLE

March 3, 2025 (Monday) - 6:45 PM

Meeting Notice/Agenda

Notice is hereby given that the Village Board will meet as a Committee of the Whole (COW), at the above date and time, at the James R. Ryan Municipal Building (5635 S. New Berlin Road).

Pursuant to Resolution 20-61, members of the Board of Trustees may attend this meeting in an electronic platform.

Pursuant to Resolution 20-61, members of the Committee of the Whole may attend this meeting in an electronic platform. The meeting electronic platform link is: <https://meet.goto.com/984742341> or you may dial in at +1 (571) 317-3122 access code: 984-742-341. Requests to access the meeting must be 48 hours in advance of the meeting.

AGENDA

- 1.0 ROLL CALL
- 2.0 PUBLIC COMMENT
- 3.0 AGENDA ITEMS
 - 3.1 Minutes February 3, 2025
 - 3.2 Police Department Update
 - 3.3 Hales Happiness Bid update
 - 3.4 Milwaukee County Deer Management discussion
- 4.0 ADJOURNMENT

Sandra M. Kulik, Village Administrator
February 28, 2025

NOTE: Issues that require public input or for which citizens are present will receive priority on the agenda. Hearing or speech impaired persons who require special services should notify the Village staff in advance of the meeting.

- | <u>#</u> | <u>ITEM</u> |
|----------|--|
| 3.1 | Minutes – as presented. |
| 3.2 | Police Update – E. Cera |
| 3.3 | Hales Happiness Bid update – S. Kulik to report. |
| 3.4 | Deer Management – D. Besson to present. |

Sandy Kulik (02.28.25)

The meeting was called to order at 6:45 p.m. by Todd Brinkmeier.

- 1.0 **Roll Call** – Present: Chair T. Brinkmeier. Trustees: M. Bennett, M. Eternicka, K Meleski, I. Thomson and Pres. D. Besson. Trustee J. Chesney absent. Staff: Public Works Project Manager, S. Houte, Library Director S. Lewin-Lane and Village Administrator S. Kulik. Audience (6).
- 2.0 **PUBLIC COMMENT** – none.
- 3.0 **AGENDA ITEMS**
 - 3.1 **Minutes January 6, 2025** – no changes, placed on file.
 - 3.2 **Appointment – Olivia Sterny, July 4th Committee** – D. Besson introduced proposed candidate. Olivia Sterny, 5260 S. Meadow Lark, Hales Corners addressed the Committee. **Motion** (Eternicka, Meleski) to forward to the Village Board for approval; motion passes 6-0-1. **Committee moved to item 3.4.**
 - 3.3 **Library Update** – S. Lewin-Lane addressed the Committee. She reported on the strategic plan and metrics related to the plan.
I. Thomson asked for additional information on plan elements that enhance areas of the Library for gaming. S. Lewin-Lane commented that the target audience is tweens and teens to increase their use of the Library. She further commented that the Friends of the Library had donated funds to purchase a gaming station and games, all of which have an educational element to them.
D. Besson asked for an update on the Library Handbook as he had advised them over six months ago that their handbook, per the League of Wisconsin Municipalities, must be the same as the Village Handbook. The Village Handbook will be going through the bi-annual review and changes to it, as well as to the differences in the current Library Handbook should be addressed. S. Lewin-Lane commented that she had not worked on it as the Board President had her working on the strategic plan. She would advise the Library Board on the urgency.
M. Eternicka commented on the responses received for the survey on their strategic plan as only 156 and that he would have anticipated greater response. S. Lewin-Lane commented that they tried the outreach and had two public sessions but the senior community in the Village does not have technology contacts and there is no local newspaper anymore to reach them.
T. Brinkmeier inquired about how the various matrices would be measure and who would be doing the measurement. S. Lewin-Lane commented they plan will be monitored by staff on a project software component that was viewable by the Library Board and that any program that was not meeting the mark would be evaluated which allows for the Library staff to pivot to different projects based upon interest of the citizens.
Committee moved to item 3.5.
 - 3.4 **Public Works Update** – S. Houte updated the Committee on Public Works Projects. Lauren Skoff, W131 N8030 Country Club Dr., Menomonee Falls addressed the Committee regarding the Hawthorn Garden Club, formerly Hales Corners Garden Club, 100 anniversary and a donation of an aspen tree to the Village. A ceremony would be planned for the morning of April 26, 2025, Earth Day, at the Village Hall. S. Houte requested permission to remove the three remaining trees in the front of the Police Department garage to be replaced in part by this donation as well as other budgeted landscaping funds intended to assist with an easier maintenance plan for the Village Hall grounds.
Motion (Besson, Eternicka) to accept donation, agree to celebration with a notice in our next newsletter and to remove the trees by the Police garage; motion passes 6-0-1.

- 3.4.1 **Hales Happiness Project Update** – S. Houe reported on recent meetings with the engineer, financial advisor and staff to move forward with the City of Milwaukee on the intergovernmental agreement.
- 3.4.2 **Library Capital Project Update** – S. Houe reported that this item was to address the roof, windows and siding for the facility. S. Kulik requested that the Village authorize proceeding with this project understanding that it will be funded by notes issued in conjunction with other borrowing in the spring.
Motion (Bennett, Meleski) to forward approval to create and solicit requests for proposals for architectural engineering services for this project; motion passes 6-0-1.
- 3.4.3 **WE Energies Proposed Easement** – S. Houe reported that the easement has some additional requests from S. Kulik and she is working on the project. Item will be brought back upon completion of items.
Committee moved to item 3.3.
- 3.5 **Computer Onboarding / Off-boarding Proposed Policy** – S. Kulik reported on the proposal.
Motion (Besson, Thomson) to forward to the Village Board for approval; motion passes 5-0-2 (Eternicka, absent at vote call, returned to meeting after vote).
- 3.6 **Purchase Order – Blanket PO For Fire Dept. turnout gear** – S. Kulik reported on request.
Motion (Besson, Bennett) to forward to the Village Board for approval; motion passes 6-0-1.
- 3.7 **Upcoming Public Hearing – Zoning Ordinance – Cigarettes, Tobacco & Vaping** – S. Kulik advised board of upcoming hearing on zoning change. No action required.
- 4.0 **ADJOURNMENT – Motion** (Besson, Eternicka) to adjourn at 8:01 p.m.; motion passes 6-0-1.

Submitted,

Sandra M. Kulik, Administrator



CREATIVITY BEYOND ENGINEERING

MEMORANDUM

DATE: February 26, 2025

TO: Sandy Kulik, Administrator/Clerk, Village of Hales Corners

FR: Troy Hartjes, Senior Project Manager, raSmith

CC: Steve Houte, Department of Public Works Manager, Village of Hales Corners

RE: Hales Happiness Low Bidder

Upon completing the design and the advertising of the projects for contractors to review the plans, bids for the above referenced project were received until 9:00 a.m. on February 26, 2025.

A total of five (5) bids were received for this project. The base bids ranged from \$7, 130,616 to \$9,389,121. MJ Construction was the low bid at \$7,130,616. The engineers estimate for the project was \$17,766,115. The bid tabs for each of the alternate bids are attached for reference.

We have worked with MJ Construction on multiple projects in the past and they have confirmed they are ready and excited to work on the project. They have familiarity with Milwaukee Water Works and the requirements for the installation of the water main, and therefore upon the proper vetting and time for the official award of the project, we believe MJ Construction will be the contractor for this project.

RESOLUTION NO. 25-xx

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH
R.A. SMITH NATIONAL, INC. FOR THE HALES HAPPINESS SUBDIVISION WATER
SYSTEM CONVERSION PROJECT CONSTRUCTION SUPERVISION AND
MANAGEMENT SERVICES

WHEREAS, the Village executed Resolution 24-06 in response to a bid award for the Hales Happiness Water System Conversion project; and

WHEREAS, the Hales Happiness Water System Conversion and road reconstruction project has been completed and bids received on February 26, 2025; and

WHEREAS, R.A. Smith National, Inc., a professional engineering consulting company, has proposed to provide all services identified for construction management and supervisions for a lump sum, not to exceed fee of \$420,000 as detailed in Attachment A of the Agreement; and

WHEREAS, the Village Board having found such proposal by R.A. Smith National, Inc. to be reasonable and necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that an amendment to the Agreement for Professional Engineering Consulting Services with R.A. Smith National, Inc., for the design of the Hales Happiness Subdivision Water System Conversion, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Village President and the Village Administrator/Clerk be and the same are hereby authorized to execute and deliver the aforesaid Agreement.

PASSED AND ADOPTED this _____th day of _____, 2025

Daniel J. Besson, Village President

Sandra M. Kulik, Administrator/Clerk

AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 2025 between the Village of Hales Corners, 5635 South New Berlin Road, Hales Corners, Wisconsin 53130 (hereinafter "VILLAGE") and R.A. Smith, Inc., (hereinafter "CONSULTANT"), whose principal place of business is 16745 West Bluemound Road, Brookfield, WI 53005-5938.

WITNESSETH

WHEREAS, the CONSULTANT is duly qualified and experienced as a municipal services consultant and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of VILLAGE, it is necessary and advisable to obtain the services of the CONSULTANT in connection with providing professional construction management services for the Hales Happiness Water Conversion, annexed hereto, and incorporated herein as **Attachment A**, for the Village.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, VILLAGE and CONSULTANT agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide professional construction management services to VILLAGE for the Hales Happiness Water Conversion as detailed, annexed hereto, and incorporated herein as **Attachment A**, for the VILLAGE.
- B. CONSULTANT shall serve as VILLAGE's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by VILLAGE.
- C. CONSULTANT is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONSULTANT and not of the VILLAGE. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. VILLAGE understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for

employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

VILLAGE agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services as described in **Attachment A**, for an hourly, estimated fee of \$420,000 professional engineering, and construction management services as detailed, annexed hereto, and incorporated herein as **Attachment A**, subject to the terms detailed below:

- A. CONSULTANT may bill VILLAGE and be paid for all work satisfactorily completed hereunder on a monthly basis. VILLAGE agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed the budget of \$420,000, unless approved otherwise by the Village. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from VILLAGE to perform work over and above that described in the original AGREEMENT.
- D. Should VILLAGE find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving VILLAGE's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to VILLAGE.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. VILLAGE may, in writing, request changes in the Basic Services required to be performed by CONSULTANT and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a "Change Order Request Form" to VILLAGE for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment will be made to compensate CONSULTANT or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONSULTANT for adjustments hereunder must be made to VILLAGE in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from VILLAGE.

IV. ASSISTANCE AND CONTROL

- A. Steve Houte, DPW Manager, or Village designee shall coordinate the work of the CONSULTANT, and be solely responsible for communication within the VILLAGE's organization as related to all issues originating under this AGREEMENT.
- B. VILLAGE will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of VILLAGE, Troy T. Hartjes, PE, CONSULTANT's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of VILLAGE.

V. TERMINATION

- A. This AGREEMENT may be terminated by VILLAGE, for its convenience, for any or no reason, upon written notice to CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by VILLAGE, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to VILLAGE all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to VILLAGE whether in completed form or in process. VILLAGE shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of VILLAGE and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

- A. Limit of General/Commercial Liability \$3,000,000

- | | | |
|----|---|--------------|
| B. | Automobile Liability: Bodily Injury/Property Damage | \$1,000,000 |
| C. | Excess Liability for General Commercial or Automobile Liability | \$10,000,000 |
| D. | Worker's Compensation and Employers' Liability | \$500,000 |
| E. | Professional Liability | \$2,000,000 |

Upon the execution of this AGREEMENT, CONSULTANT shall supply VILLAGE with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to VILLAGE, and naming VILLAGE as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless VILLAGE, VILLAGE'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality VILLAGE or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality VILLAGE or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONSULTANT shall commence work immediately having received a Notice to Proceed and complete all aspects of the project by December 31, 2025.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to VILLAGE for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONSULTANT under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONSULTANT warrants that neither it nor any of its affiliates has 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 will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify the VILLAGE if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a VILLAGE review and written approval is required for the VILLAGE to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both VILLAGE and CONSULTANT.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

VILLAGE OF HALES CORNERS

By: _____

By: _____

Name: Daniel J. Besson

Title: Village President

Date: _____

Name: Sandra M. Kulik

Title: Village Administrator\Clerk

Date: _____

RA SMITH, INC.

By: _____

Name: Chris Stamborski, PE

Title: Director of Municipal Services

Date: _____

By: _____

Name: Troy T. Hartjes, PE

Title: Senior Project Manager

Date: _____

Approved as to form:

Jesse A. Wesolowski, Village Attorney

Date: _____

ATTACHMENT A
AGREEMENT FOR
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
FOR THE HALES HAPPINESS WATER CONVERSION
IN THE
VILLAGE OF HALES CORNERS
MILWAUKEE COUNTY, WISCONSIN

This Agreement made and entered into by, and between, the Village of Hales Corners, Milwaukee County, Wisconsin, a municipal corporation, hereinafter referred to as the “VILLAGE” and R.A. Smith, Inc., of Brookfield, Wisconsin, a corporation, hereinafter referred to as “CONSULTANT”.

WITNESSETH:

WHEREAS, the VILLAGE proposes the replacement of a private water main within the Hales Happiness Subdivision, including the improvements of the roadway and ditching within the same subdivision, hereinafter referred to as the “PROJECT”, which is described in Article I, below; and

WHEREAS, it is the desire of the VILLAGE to employ CONSULTANT for providing professional engineering and construction management services for the PROJECT in accordance with the Standard Terms and Conditions of Service as attached.

NOW, THEREFORE, in consideration of the premises, covenants, agreements, and payments hereinafter mentioned, the VILLAGE and CONSULTANT hereby mutually agree as follows:

ARTICLE I – GENERAL DESCRIPTION OF PROJECT

The PROJECT shall consist of the replacement of a private water main within the Hales Happiness Subdivision, including improvements of the roadway and ditching within the same subdivision:

1. Approximately 13,000’ of new watermain replacement, including new services and connections to a public water system for approximately 188 properties. The roadways within the subdivision, including Woodside Drive, Abbott Avenue, Upham avenue, Mallory Avenue, Copeland Avenue and 116th Street, 115th Street, 114th Street, 113th Street, 111th Street and 110th Street will also be rehabilitated by either mill and overlay, or pulverization. Along the roadways a new low flow piping system, including new driveway culverts, will also be installed.

The roadways may start construction in the spring (approximately May 1st, 2025) with all work completed prior to November 30th, 2025.

ARTICLE II – PROFESSIONAL CONSTRUCTION ENGINEERING CONSULTING SERVICES TO BE PERFORMED BY CONSULTANT

Under this Article, CONSULTANT agrees, in general, to perform professional consulting services for each respective roadway segment and more particularly agrees to provide as follows:

A. PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

Task 1 Construction Engineering Services

- 1.1 Management: Provide construction related services during construction consisting of periodic site visits to determine, in general, if the work is proceeding in accordance with the contract documents. Preparation and administer the pre-construction meeting prior to commencement of work. Prepare the initial contracts and review the contractor's applications for payment and submit to the VILLAGE with recommendations for payment. Provide a final walk-through and punch list and final pay application.
- 1.3 Inspection: Provide the services of a construction inspector during the replacement of the watermain, the installation of the new meters within the residences and the final connection to the public water system. In addition, inspect the installation of the low flow piping and ditching system and the rehabilitation of the roadways.
- 1.4 Staking: Provide construction staking for any new watermain installations, along with staking the pavement limits, grading and new centerline profiles for roadways requiring pulverization.

ARTICLE III - COMPENSATION

The VILLAGE shall pay CONSULTANT for professional consulting services described in Article II, as follows:

PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR 2022

Article II, Section A.

Task 1	Construction Engineering Services	\$420,000 (Estimated Hourly)
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ARTICLE IV-UNDERSTANDING AND ASSUMPTIONS

1. Inspection cost estimates are based upon \$110/hour with 2 crews working over 7 months and management costs are based upon \$185/hour.

IN WITNESS WHEREOF, the parties herein have caused this agreement to be duly executed by their officers as of the date and year shown below.

R.A. Smith, Inc.

Village of Hales Corners

Chris Stamborski, P.E. Date
Director of Municipal Services

Daniel J. Besson Date
Village President

Troy T. Hartjes, P. E. Date
Senior Project Manager

Sandra M. Kulik Date
Village Administrator/Clerk

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the VILLAGE. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.

3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soil's conditions.

4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or VILLAGE, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL and retained for a minimum period of 3 years. See Section X of Agreement.

6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the VILLAGE shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the VILLAGE fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.

7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.

8. All electronic files transferred to VILLAGE or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the VILLAGE and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the VILLAGE and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the VILLAGE. Any alterations to or tampering with the files shall constitute the agreement of the VILLAGE to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said VILLAGE and third parties.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. VILLAGE understands and agrees to pay for all services rendered regardless of VILLAGE's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The VILLAGE shall

provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by VILLAGE.

The VILLAGE further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

10. See Section VII of the Agreement. ~~The VILLAGE agrees to limit PROFESSIONAL, by its agents or employees, total liability to the VILLAGE and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.~~

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees. See Section IX.

12. 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 VILLAGE or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the VILLAGE'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The VILLAGE agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES VILLAGE THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE VILLAGE NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, VILLAGE PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE VILLAGE AND THE VILLAGE'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

RESOLUTION NO. 25-xx

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING
CONSULTING SERVICES WITH R.A. SMITH NATIONAL, INC. FOR THE HALES
HAPPINESS SUBDIVISION WATER SYSTEM CONVERSION PROJECT FOR ROADWAY
DESIGN, PRIVATE PROPERTY INSPECTIONS, SANITARY TELEVISIONING AND SAFE
DRINKING WATER LOAN SERVICES

WHEREAS, the Village executed Resolution 24-06 in response to a bid award for the Hales Happiness Water System Conversion project; and

WHEREAS, the design scope was increased to include private home inspections to address the potential for lead lines and capacity matters, sanitary sewer televising, roadway design to address project area and assistance with application of a Safe Drinking Water Loan (SDWL) process; and

WHEREAS, R.A. Smith National, Inc., a professional engineering consulting company, has proposed to provide all services identified for road design, sewer televising, private property inspections and SDWL applications for a lump sum, not to exceed fee of \$146,500 as detailed in Attachment A of the Agreement; and

WHEREAS, the Village Board having found such proposal by R.A. Smith National, Inc. to be reasonable and necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that an amendment to the Agreement for Professional Engineering Consulting Services with R.A. Smith National, Inc., for the design of the Hales Happiness Subdivision Water System Conversion, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Village President and the Village Administrator/Clerk be and the same are hereby authorized to execute and deliver the aforesaid Agreement.

PASSED AND ADOPTED this _____th day of _____, 2025

Daniel J. Besson, Village President

Sandra M. Kulik, Administrator/Clerk

RESOLUTION NO. 25-xx

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH R.A. SMITH NATIONAL, INC. FOR THE HALES HAPPINESS SUBDIVISION WATER SYSTEM CONVERSION PROJECT FOR ROADWAY DESIGN, PRIVATE PROPERTY INSPECTIONS, SANITARY TELEVISIONING AND SAFE DRINKING WATER LOAN SERVICES

WHEREAS, the Village executed Resolution 24-06 in response to a bid award for the Hales Happiness Water System Conversion project; and

WHEREAS, the design scope was increased to include private home inspections to address the potential for lead lines and capacity matters, sanitary sewer televising, roadway design to address project area and assistance with application of a Safe Drinking Water Loan (SDWL) process; and

WHEREAS, R.A. Smith National, Inc., a professional engineering consulting company, has proposed to provide all services identified for road design, sewer televising, private property inspections and SDWL applications for a lump sum, not to exceed fee of \$146,500 as detailed in Attachment A of the Agreement; and

WHEREAS, the Village Board having found such proposal by R.A. Smith National, Inc. to be reasonable and necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that an amendment to the Agreement for Professional Engineering Consulting Services with R.A. Smith National, Inc., for the design of the Hales Happiness Subdivision Water System Conversion, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Village President and the Village Administrator/Clerk be and the same are hereby authorized to execute and deliver the aforesaid Agreement.

PASSED AND ADOPTED this _____th day of _____, 2025

Daniel J. Besson, Village President

Sandra M. Kulik, Administrator/Clerk



R.A. Smith, Inc.

W62 N588 Washington Avenue, Suite 201

Cedarburg, WI 53012-2074

(262) 781-1000 | rasmith.com

CHANGE ORDER #1

Date: February 25, 2025

Project Number: 2243000

Project Name: Hales Happiness Water Main
Conversion

Client: Village of Hales Corners

Address: 5635 S. New Berlin Road

Attention: Ms. Sandra M. Kulik

Title: Administrator

E-Mail: skulik@halescorners.org

SCOPE OF WORK

The original proposal/contract for the design of the Hales Happiness Water Conversion, from January of 2024, included various tasks and costs, most notable for the design of the water main throughout the Hales Happiness Trust. The scope did also include various other tasks such as permitting (including PSC, DNR and Milwaukee Water Works), Public Informational Meetings, Coordination with Private Property Owners, Geotechnical, Funding research and potential applications. The original proposal, with the geotechnical, was \$229,412. As what can sometimes be expected with projects of this magnitude and moving parts, various additional tasks arise. Some are unexpected, while some are additional items that will overall make the project better, whether due to timing or overall constructability (such as including roadway designs). Through the bidding phase (advertised to bid in Late January and opening bids February 26th, 2025), we have identified the following tasks that still remain as part of the original budget, tasks that were not required as part of the original budget and then additional scope items completed as part of the final bid package.

- 1) **PSC Application: We coordinated with the PSC and exchanged project information, but the PSC determined that an approval from the PSC was not required. Credit of \$2,500.**
- 2) **Original Items that were within the original scope but not completed to date:**
 - a. **Final Property Agreements (one letter, sent to all, for basement access): Approximately 8 hours, \$1,200**
 - b. **One More Public Information Meeting: Approximately \$1,000**
 - c. **Intent to Apply for the DNR Safe Drinking Water Loan (if it moves forward): Typically 8 hours to gather and on-line application, about \$1,200**
 - d. **DNR Notice of Intent (erosion control permit): About \$1,000**

Total Amount Left to Complete: \$4,400

- 3) **Additional scope items that were not in the original agreement:**
 - a. **Sanitary Televising (determine existing sanitary condition to determine if any sanitary relay is needed in advance of the roadway replacement, includes the televising and coordination): \$19,500**
 - b. **Roadway Design and Reconstructions, including ditching and culvert replacements, final bid documents (plan, profiles, details and specifications): \$91,000 (as a reference point the roadway budget for 2023/24 roads was about \$165,000)**
 - c. **House Inspections: Determine existing plumbing set-up for bid documents and determine if lead services exist and if house is plumbed for meter installation: \$20,000**
 - d. **Culvert Inspections: Review existing driveway culverts to determine condition and need for replacement: \$2,500**
 - e. **Milwaukee Water Works and IGA items: Although we knew we would need a permit with Milwaukee Water Works, there were additional meetings and dealings with Milwaukee Water Works and the city of Milwaukee as we researched and determined the loan funding requirements: \$6,000**
 - f. **Assessmenet Schedules: Determine final assessments and assessment schedules: \$7,500 (started but have to complete)**

Total Additional Scope Item Fees: \$146,500

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI | Cedarburg, WI
Naperville, IL | Irvine, CA



R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

PROFESSIONAL FEES

Original Contract.....	\$	229,412
Change Order #	\$	139,600
Revised Contract Amount.....	\$	369,012

ACCEPTANCE

If this proposed change is acceptable, please sign and date this original and return it to our office.

Requested By: _____	Accepted By: _____
Print Name: <u>Troy Hartjes</u>	Print Name: _____
Title: _____	Title: _____
Representing: _____	Representing: _____
Date: <u>February 26, 2025</u>	Date: _____

**Village Board President Besson**

5635 S. New Berlin Road
Hales Corners, WI 53130

Milwaukee County Parks

9480 Watertown Plank Rd.
Wauwatosa, WI 53226
(414) 257-PARK

February 27, 2025

Dear Village Board President Besson,

Thank you for taking the time to meet this afternoon regarding the deer culling program at Boerner Botanical Garden. This program has been in place since 1996. Since the program's inception, we have been able to successfully manage the deer population within the formal gardens. The program is managed by not only Milwaukee County Parks, but within strict guidelines of the DNR grant parameters. Wildlife management is the sharpshooting partner and has an impeccable safety record. We have and continue to commit to community safety being at the forefront. The program is targeted toward the formal garden areas and not the surrounding areas.

As we discussed, Boerner Botanical Gardens and Milwaukee County Parks will continue to strengthen our communication and commit to the following so we can continue with our program

- We will notify residents in writing for the agreed upon area surrounding Boerner Botanical Garden via mail at least 7 days prior to the start of the deer culling.
- We will notify the Village 14 days prior to the deer culling
 - The village will post the notice on their website along with the library, fire department and police department
- We will reduce the footprint of the signage, by removing signage from the property lines of Potter's Forest.

We are confident that the transparency in communication will help to educate the community of the program. Our long-term goal with the construction of a fence would be to no longer need the deer culling program to protect our valuable and historical plant collection.

Thank you,

Andrea Wallace

Assistant Director of Recreation & Business Services



MilwaukeeCountyParks

countyparks.com

