

**RESOLUTION 2023-33
(08-01-2023)**

**RESOLUTION BY THE PUBLIC WORKS & CAPITAL IMPROVEMENTS & STORM
& WASTEWATER COMMITTEE OF THE VILLAGE OF STURTEVANT AUTHORIZING A
PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH NIELSEN MADSEN &
BARBER (NM&B) FOR MS4 OUTFALL MONITORING**

WHEREAS, per current WPDES permit, all outfalls are required to be screened (annually) and shall have a prioritization procedure established for as needed screening; and

WHEREAS, NM&B proposes to create tasks and/or services required by WPDES at an estimated cost of no more than \$3,000.00; and

WHEREAS, the Board of Trustees is satisfied with the proposed tasks and/or services.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the terms and objectives in the proposal is authorized and approved.
2. That the funds of 3,000.00 shall be taken from account 221-53440-392 in the 2023 Budget but not to exceed \$3,000.00
3. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 1st day of August 2023.

Village of Sturtevant

By



Michael Rosenbaum, President

Attest



Cheryl Zamecnik, Village Clerk

July 19, 2023

Mr. Jack Feiner
Public Works Manager
Village of Sturtevant
2801 89th Street
Sturtevant, WI 53177

RE: Professional Services Proposal
WPDES Permit – MS4 Outfall Monitoring
Village of Sturtevant

Dear Mr. Feiner,

We appreciate the opportunity to offer our services to the Village of Sturtevant for the above-referenced project. Nielsen Madsen + Barber has been performing civil engineering, planning, and surveying services for over 69 years. Our experience in southeastern Wisconsin, including the Village of Sturtevant, and our dedication to quality engineering will be a benefit in the successful completion of the project.

PROJECT UNDERSTANDING

In accordance with your request, we are pleased to present our proposal to provide outfall monitoring and assistance with the requirements of the WPDES "General Permit to Discharge" by conducting "dry weather" monitoring of the Village's MS4 discharge locations.

Based on the information provided, we have identified seven (7) major MS4 outfalls within the Village. Per the current WPDES permit, all seven (7) major outfalls are required to be screened (annually).

SCOPE OF SERVICES

Based on our experience with similar monitoring efforts, we propose to provide the following tasks and/or services.

- Utilize the Village Approved WPDES MS4 Outlet - Illicit Discharge form.

- Perform field screening of the seven (7) major outfalls.
 - Test for potential presence of non-stormwater discharges by sampling for the following:
 - pH
 - Total Chlorine
 - Total Copper
 - Total Phenol
 - Detergents
- Provide documentation of all field investigations and testing.
- Notify Village Staff of possible identified Illicit discharge.
- Provide all materials and equipment necessary to perform the above-referenced field investigations and testing.
- Attend project meetings as necessary to complete the project and present the findings to the Village.

DELIVERABLES

At the completion of the project, Nielsen Madsen + Barber will furnish the following documents:

- One (1) .pdf copy of the final report for each MS4 outfall discharge field screening.

PROPOSED FEES, TERMS AND CONDITIONS

Nielsen Madsen + Barber will provide the services and tasks as detailed above on a time and material basis for an estimated fee of \$3,000.00.

The proposed fee will cover inspection forms and procedures as well as inspection and testing of the seven (7) major outfalls.

We propose to do the work on a time and materials basis (not to exceed) the above amount.

Our Standard Terms and Conditions is attached as Exhibit A. This document contains our current bill rates and hereby made a part of this agreement via reference.

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SCHEDULE

We propose to initiate work after receipt of written notification to proceed and perform the work during the summer of 2023 (as dry weather conditions allow for the required field screenings).

CLOSING

Thank you for the opportunity to offer our services. We look forward to working with the Village on this project. Please acknowledge receipt and acceptance of this proposal by signing and returning one copy for our files.

Respectfully submitted,



Mark D. Eberle, P.E.

ACCEPTED:

Signature: _____

Print Name: _____

Title: _____

Date: _____

File: T:/NMB Contracts/Municipal – State/Village of Sturtevant/2021.0047.01 – Sturtevant MS4 Inspections (7-19-23)

EXHIBIT A
Nielsen Madsen + Barber
STANDARD TERMS AND CONDITIONS
(Effective October 1, 2022)

COMPENSATION

Staff Type	Billing Rate/Hr.
Project Manager	\$158.00
Civil Engineer I	\$130.00
Civil Engineer II	\$105.00
Civil Engineer III	\$ 90.00
Design Engineer I	\$ 84.00
Design Engineer II	\$ 74.00
CADD Operator	\$105.00
Professional Land Surveyor I	\$145.00
Professional Land Surveyor II	\$120.00
Land Surveyor III	\$ 90.00
Survey Crew Chief	\$ 98.00
Survey Assistant	\$ 68.00
Survey Line & Grade Specialist	\$ 90.00
Construction Services Manager	\$115.00
Field Engineer I	\$115.00
Field Engineer II	\$105.00
Construction Technician I	\$ 84.00
Construction Technician II	\$ 80.00
Construction Technician III	\$ 75.00
Project Assistant	\$ 64.00
Expert Witness Testimony	\$200.00

REIMBURSABLE EXPENSES

Reimbursable expenses will be charged at cost plus a ten percent (10%) service charge. Such expenses shall include, but not be limited to, travel, reproduction, shipping/delivery charges, document retrieval fees, sub-consultant and subcontractor fees, permitting & recording fees, specialized equipment rental and other specialized supply costs directly related to the execution of the specific project. Fixed rate reimbursable expenses will be charged as follows:

Travel (mileage)	Current IRA Rates
Overnight/Courier Delivery	Actual Cost
Recorded Document Retrieval	Actual Cost
All Terrain Vehicle (ATV) Usage	\$40.00 / hour
Specialized Materials as Requested by Client	Actual Cost
Copy Charges (per sheet)	Black & White Color
8.5" x 11"	\$0.10 \$0.15
8.25" x 14	\$0.10 \$0.20
11" x 17"	\$0.15 \$0.30
12" x 18"	\$0.15 \$0.30
18" x 24"	\$1.00 \$3.00
22" x 34"	\$1.75 \$5.00
24" x 36"	\$2.00 \$6.00
30" x 42"	\$3.00 \$8.80
36" x 36"	\$3.00 \$9.00
36" x 48"	\$5.00 \$10.00

INVOICING

All projects will be invoiced for the work performed to date every 30 days. Payment in full of the invoiced amount is to be made upon receipt. Unpaid invoices will be considered delinquent after 30 days and will accrue interest charges of 1½% per month, beginning from the date of the invoice. Lien notices will be sent out for any invoices remaining unpaid after 60 days.

LIEN RIGHTS

In order to comply with Wisconsin Statute 779.02 regarding notice to preserve lien rights, the following statutory notice is served upon the Owner/Owner's representative and is made a part of this proposal and/or contract: As required by the Wisconsin construction lien law, Nielsen Madsen & Barber, S.C. hereby notifies Owner/Owner's representative that persons or companies furnishing labor or materials for design / development or construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in

addition to Nielsen Madsen & Barber, S.C., are those who contract directly with the Owner or those who give notice within 60 days after they first furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Nielsen Madsen & Barber, S.C. agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

LIMITATION OF COSTS

Nielsen Madsen & Barber, S.C. (NMB) will not be obligated to continue providing services or incur costs beyond the agreed upon fee unless Client agrees in writing to a revised cost.

CLIENT'S RESPONSIBILITIES

Client shall arrange for access to and make all provisions for NMB personnel to enter upon private and public property as required for NMB to perform services under this Agreement.

Client shall provide NMB with all available information regarding this project as required. NMB shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however, NMB assumes no responsibility or liability for their completeness or accuracy.

COST OPINIONS

Any cost opinions or project economic evaluations provided by NMB will be on the basis of experience and judgment, but, because NMB has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

STANDARD CARE

The services provided by NMB under this Agreement will be performed as reasonably required in accordance with generally accepted standards for services as offered in the proposal for this project at the time and the place where the services are performed.

INSURANCE

Throughout the duration of the project, NMB will procure and maintain the following insurance:

Liability	Limits of Liability
Worker's Compensation and Employer's Liability	\$ 500,000 / Incident
Comprehensive General Liability	\$1,000,000 / Occurrence
Comprehensive General Liability	\$2,000,000 / Aggregate
Professional Liability	\$2,000,000 / Occurrence
Automobile Liability	\$1,000,000 / Accident
Umbrella Liability	\$5,000,000 / Occurrence
Umbrella Liability	\$5,000,000 / Aggregate

Within the limits of this insurance, NMB agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents or subcontractors of NMB. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, NMB's cost of obtaining such coverage, limits or certificates shall be reimbursable by the Client.

TERMINATION

The Client shall within thirty (30) days of termination remunerate NMB for services rendered and costs reasonably incurred, in accordance with NMB's fee schedule. Costs shall include those incurred up to the time of termination.