



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, October 8, 2024

6:30 PM

South Conference Room

Agenda

1) Call to Order, Roll Call

2) Approval of Minutes

a. September 10, 2024 Minutes

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4145** A Resolution Authorizing the Following Contractors to Exceed \$25,000 in Annualized Expenditures for Work Performed on Behalf of City Departments: Branch Out Land Clearing, LLC, Frank D Gillitzer Electric Company Ltd., Dillet Mechanical Services, Inc. and Lannon Stone Products, Inc.

b. **RESOLUTION 4144** A Resolution Approving a Contract to Review and Analyze the Federal Emergency Management Agency's Recent Floodplain Mapping, Data and Modeling Update to M Squared Engineering of Cedarburg, Wisconsin, in the Amount of \$29,630

4) Discussion Items

Discussion and Possible Action

a. Public Works Work Plan (10.8.24)

5) Adjourn

Dated: October 8, 2024

/s/ Jeffrey Hansher, Chair

.....
Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the Public Works Department at 262-236-2913, Monday through Friday, 7:00 AM – 3:30 PM.



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Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, September 10, 2024

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Meeting called to order at 6:30PM.

Present:

Chair Jeffrey Hansher
Alderman Kelly Tolocko
Alderman Peter Bratt

Also present: Director of Public Works/City Engineer Lundeen, Assistant City Engineer McCraw, Administrative Assistant Schlereth and Mead Maney (8625 W. Poplar Drive).

2) Approval of Minutes

a. Public Works Committee meeting minutes of August 14, 2024

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4141** A Resolution Approving an Amended Memorandum of Understanding Between the City of Mequon and the Village of Brown Deer, Authorizing the Inclusion of Construction Layout Services for a Joint County Line Road Improvement Project to Increase the Total Cost in the Amount of \$11,900

Staff clarified that they are seeking approval for construction staking that was omitted in the original MOU submitted by Brown Deer.

Attachment: 9-10-24 (9758 : September 10, 2024 Minutes)

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

- b. **RESOLUTION 4140** A Resolution Approving State/Municipal Agreement(s) with the Wisconsin Department of Transportation for Installation of a Sidewalk on Wauwatosa Road, Between Mequon and Donges Bay Roads

The sidewalk will be on the west side of the road because of the population density and to connect to the Donges Bay bike path.

Discussion ensued on what additional sidewalks in the City may do to the needs of staffing, equipment and snow removal responsibility.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Bratt
SECONDED BY: Alderman Tolocko

AYES: Hansher, Tolocko, Bratt

- c. **RESOLUTION 4139** A Resolution Amending Resolution No. 4026 Approving a State/Municipal Financial Agreement and Authorizing a State/Municipal Maintenance Agreement with the Wisconsin Department of Transportation, in Connection with the Installation of a Sidewalk on Mequon Road Between Wauwatosa and Swan Roads

Resident Mead Maney spoke in opposition of the sidewalk being on the north side of the road.

Staff clarified the sidewalk will be on the north side of the road due to the topography on the south side of the road would be more difficult and expensive than the north side. The population density also favors sidewalk on the north side of the road.

RESULT: Approved by Voice Acclamation [Unanimous]

4) Discussion and Possible Action

- a. Public Works Work Plan (9.10.24)

5) Motion to Adjourn at 7:03 PM

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bratt
SECONDED BY: Alderman Tolocko

AYES: Hansher, Tolocko, Bratt

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 9-10-24 (9758 : September 10, 2024 Minutes)



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Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: October 8, 2024
SUBJECT: RESOLUTION 4145 A Resolution Authorizing the Following Contractors to Exceed \$25,000 in Annualized Expenditures for Work Performed on Behalf of City Departments: Branch Out Land Clearing, LLC, Frank D Gillitzer Electric Company Ltd., Dillett Mechanical Services, Inc. and Lannon Stone Products, Inc.

Background

Policy Statement 11 Purchasing Policy, Section C. Contracts for Services requires Common Council approval for expenditures with a single vendor which exceed \$25,000. This applies to the cumulative expenditures across the City, where individual contracts/services do not meet the minimum threshold requiring Common Council approval.

Analysis

Across the Public Works Department within the 2024 fiscal year, staff identified the following vendors, anticipated to exceed \$25,000:

- Branch Out Land Clearing, LLC - Tree Removal
- Dillett Mechanical Services, Inc. - HVAC Repair (Preventative Maintenance Contract previously approved via Resolution 3827)
- Frank D Gillitzer Electric Company Ltd. - Street Light and Traffic Signal Maintenance/Repair, Water and Sewer Utility Work at Booster Pumps and Lift Stations, and Electric Maintenance/Repair at City Buildings
- Lannon Stone Products, Inc. - Aggregate supplier

As noted, the individual projects do not require Common Council authorization, only the approval to exceed \$25,000 with the named vendors.

Fiscal Impact

There is no fiscal impact. The expenditures are within the approved Department budget. Each individual purchase or service will follow the City of Mequon Purchasing Policy.

Recommendation

A recommendation is forthcoming from the Public Works Committee on October 8, 2024.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4145

A Resolution Authorizing the Following Contractors to Exceed \$25,000 in Annualized Expenditures for Work Performed on Behalf of City Departments: Branch Out Land Clearing, LLC, Frank D Gillitzer Electric Company Ltd., Dillett Mechanical Services, Inc. and Lannon Stone Products, Inc.

RECITALS

A. Policy Statement 11 Purchasing Policy, Section C. Contracts for Services requires Common Council approval for expenditures with a single vendor which exceed \$25,000.

B. This applies to the cumulative expenditures across the City, where individual contracts/services do not meet the minimum threshold requiring Common Council approval.

C. Across the Public Works Department within the 2024 fiscal year, staff identified the following vendors, anticipated to exceed \$25,000:

- Branch Out Land Clearing, LLC (Vendor 12644)
- Frank D Gillitzer Electric Company Ltd. (Vendor 10428)
- Dillett Mechanical Services, Inc. (Vendor 11859)
- Lannon Stone Products, Inc. (Vendor 10625)

D. Each individual purchase or service during the remainder of Fiscal Year 2024 will follow the City of Mequon Purchasing Policy.

E. Public Works Committee approval is forthcoming on October 8, 2024.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that staff is authorized to exceed the expenditure limit of \$25,000 with Branch Out Land Clearing, LLC, Frank D Gillitzer Electric Company Ltd., Dillett Mechanical and Lannon Stone Products, Inc.

Approved by: Andrew Nerbun, Mayor

Date Approved: October 8, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 8, 2024.

Caroline Fochs, City Clerk



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Mequon, WI 53092
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www.ci.mequon.wi.us

Office of Community Development

TO: Public Works Committee
FROM: Kim Tollefson, Director of Community Development
DATE: October 8, 2024
SUBJECT: RESOLUTION 4144 A Resolution Approving a Contract to Review and Analyze the Federal Emergency Management Agency's Recent Floodplain Mapping, Data and Modeling Update to M Squared Engineering of Cedarburg, Wisconsin, in the Amount of \$29,630

Background

On July 29, 2024, a formal Request for Proposals (RFP) was released by the City of Mequon requesting submissions for an independent review of the mapping, data, and modeling that was completed as part of the 2024 FEMA floodplain maps adopted by the City. Staff received six responses to the RFP ranging in price from \$19,994 to \$49,400. The following link includes the six responses to the RFP: <https://www.ci.mequon.wi.us/commdev/page/floodplain-modeling-review>.

Analysis

Staff from the Community Development Department and Engineering Division, along with Mayor Nerbun, reviewed the six responses which resulted in a recommendation in favor of M Squared Engineering at a contract cost of \$29,630. When looking at criteria including cost, experience with similar projects and staff expertise, M Squared is deemed capable of delivering a product aligned with the scope of the RFP. The full RFP, as well as a copy of the recommended proposal received from M Squared are enclosed for review, and a summary of the six firms submitting proposals to the City is summarized below:

Firm	Location	Price
raSmith	Brookfield, WI	\$19,944
Spicer Group	Saginaw, MI	\$26,033
M Squared	Cedarburg, WI	\$29,630
Graef	Milwaukee, WI	\$29,912
AQUALIS Engineering	Milwaukee, WI	\$31,450
SEH	Delafield, WI	\$49,400

Fiscal Impact

The recommendation from staff to select M Squared Engineering will result in a cost of \$29,630. Funds to pay for this review will be sourced from the City's \$2.55 million allocation received under the American Recovery Plan Act (ARPA).

Recommendation

A recommendation from the Public Works Committee is forthcoming on October 8, 2024.

Attachments:

RFP (DOCX)

M Squared Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4144

A Resolution Approving a Contract to Review and Analyze the Federal Emergency Management Agency's Recent Floodplain Mapping, Data and Modeling Update to M Squared Engineering of Cedarburg, Wisconsin, in the Amount of \$29,630

RECITALS

A. Staff issued a Request for Proposals to conduct an independent review of the mapping, data, calculations and modeling that was completed as part of the updated floodplain maps for the City of Mequon.

B. The City received six proposals ranging in price from \$19,994 to \$49,400.

C. Staff recommends that M Squared Engineering of Cedarburg, Wisconsin be awarded the project based on criteria identified in the RFP.

D. The cost of the contract will be paid for using funds from the American Recovery Plan Act (ARPA).

E. The Public Works Committee recommended approval at its meeting on October 8, 2024.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Contract with M Squared Engineering of Cedarburg, Wisconsin, in the form attached hereto is approved, and awarded subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: October 8, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 8, 2024.

Caroline Fochs, City Clerk



Request for Proposals for Floodplain Modeling Review

City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

The City of Mequon is seeking proposals for an independent review of the mapping, data, calculations and modeling that was completed as part of the updated floodplain maps for the City of Mequon. Proposals should include:

- Statement of Qualifications
- Proposed Schedule
- Cost of services based upon the scope listed below

The City of Mequon will provide the following data and information:

- Current and Proposed FIRM Maps
- Technical Data - Flood Insurance Study (FIS) report, hydrologic and hydraulic data, and any other digital technical documentation used to create the new map.
- GIS data related to this project that was created or acquired by the city.

Background

The City of Mequon has adopted Ordinance #2024-1662 which will go into effect on July 31, 2024. The Ordinance includes the adoption of 2024 Flood Insurance Rate Maps (FIRM) with an effective date of July 31, 2024. During the adoption process, staff identified several issues related to the modeling that was performed to create the maps and the impact of the new maps on the residents of Mequon. In particular, there are three primary areas of concern:

1. The regulatory flow rate used for the Milwaukee River compared to the historical data gage at Pioneer Road.
2. The unexplained increase to the Base Flood Elevation along the Milwaukee River between Highland Road and Mequon Road.
3. The expansion of the Floodway along the Milwaukee River north of County Line Road on both sides of the river.

Scope of Services

Proposals shall include an itemized cost per scope item as listed below. Please be sure to detail any additional efforts that may be required so that staff may evaluate those efforts as compared to other proposals.

1. Mapping Process
Review the FIS reports that provide detailed information on the methodology and

data used for the areas and key points discussed above.

- Review the hydrologic and hydraulic models, topographic data, and any assumptions made in the modeling process.

2. Compare with Local Knowledge and Data

- Historical Flood Data: Compare the new maps with historical flood events and records. Ensure the map aligns with known flood patterns. Review Pioneer Gauge Data
- Topographic Changes: Check if recent changes in topography (e.g., new developments, land alterations) are reflected in the new maps. Verify proper conversion has been used for datum.
- Aerial Photographs and Satellite Images: Use these tools to compare physical features and water flow paths with what's shown on the maps.

3. Field Verification

- Site Visits: Conduct field visits to key areas, especially those where discrepancies are suspected.

4. Technical Analysis

- Cross-Section Verification: Check the cross-sections used in the hydraulic models against the latest lidar data from the City.
- Flow Data: Verify the stream flow data and flood frequency analysis used in the hydrologic models. Make sure the hydrology aligns with the FIRM data.
- Elevation Data: Compare the map's Base Flood Elevations (BFEs) with the latest lidar or survey data provided by FEMA.
- Boundary Accuracy: Check if the floodplain boundaries accurately follow natural and man-made features (rivers, creeks, levees, roads).

5. Identify and Document Discrepancies

- List Issues: Search for errors or anomalies in the floodplain map, such as misplaced boundaries, incorrect elevations, outdated information, and recent land use changes that may affect the floodplain boundaries.
- Provide Evidence: Collect supporting evidence, such as photographs, GIS survey data, and historical records, to support findings.

6. Draft a Report

- Prepare a report that documents findings, including discrepancies and supporting data. If anomalies are discovered, provide a recommendation on the next steps to correct such issues. Discuss report and findings with City of Mequon staff and make a presentation of the findings to the Common Council.

Proposed Schedule

Issue Request for Proposal	July 29, 2024
Proposals due to the City of Mequon	August 23, 2024
Contract Award	September 10, 2024
Report due to City Staff	November 15, 2024
Presentation to the Common Council	December 10, 2024

Proposal Format

Consultants' proposals should include a brief resume of the firms' qualifications and recently completed similar projects. Consultants must submit their proposals to the City of Mequon Community Development Department by 4:00 P.M. on August 23, 2024. Please provide 3 proposal copies. Electronic copies are also acceptable and may be submitted to jzader@ci.mequon.wi.us, with the same deadline. Electronic copies require acknowledgment of receipt by the City to be considered. Consultant selection will be based on quality of proposal, qualifications of the design team, and fee to complete the work.

The City reserves the right to reject any and all proposals. The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the preferred proposer, the City may negotiate a contract with the next preferred proposer.



September 20, 2024

Mr. Jac Zader, AICP, EDFP, DFM
Assistant Director of Community Development
City of Mequon
Mequon, WI 53092

Re: Request for Design Review Services – City of Mequon
FEMA Floodplain Mapping Review

Dear Mr. Zader:

Thank you for the opportunity to provide engineering services to the City of Mequon for reviewing the FEMA mapping within the City of Mequon. As you know, M Squared Engineering is an established engineering firm with over 20 years of experience. We have served clients throughout the Midwest for various FEMA-related hydraulic analyses and permit coordination. We are well-equipped to tackle the needs of this project and deliver it successfully to the City of Mequon. Below is our scope of services and fee for your review and approval.

PROJECT UNDERSTANDING

FEMA has updated the City of Mequon's floodplain mapping. The mapping and supporting data, calculations, and modeling require an independent technical review to ensure accuracy. Specifically, the review will only focus on these areas and key points:

1. Review the regulatory flows used for the Milwaukee River and compare them to the gaged data at Pioneer Road.
2. Reviewing the Base Flood Elevation (BFE) increases on the Milwaukee River, focusing on the section between Highland Road and Mequon Road.
3. Focusing on the floodway expansion for the Milwaukee River between Donges Bay Road and County Line Road.

SCHEDULE

The RFP's schedule proposes a contract award on September 10, 2024, with a report due on November 15, 2024. As evidenced by the date of this proposal, the schedule is delayed by a minimum of 10 days. This pushes the report due date into the end of November and the holiday season.

The FEMA proposed mapping has already been incorporated into the current regulatory data / mapping. Although many residents have been impacted by the new map changes, it may be beneficial to allow for a more relaxed schedule. This would allow for an additional thorough review of impacted residential areas. The schedule would potentially accommodate the following:

- Allow for ample time for a thorough review as well as extensive / detailed coordination with the City staff as well as WDNR.

Attachment: M Squared Proposal (RESOLUTION 4144 : Contract Award FEMA RFP)

- Potential discoveries such as topographic discrepancies, modeling inefficiencies and inaccuracies, and field reconnaissance results could result in a need for further detailed follow-up investigations.
- Understanding that winter weather could delay field work and that the holiday schedule during November / December could delay coordination efforts.

Our recommendation would be to anticipate the following schedule with the understanding that we could potentially still meet the originally published RFP schedule pending the above potential risks.

MILESTONE	AS PUBLISHED IN RFP	RECOMMENDED SCHEDULE
Issue Request for Proposal	July 29, 2024	N/A
Proposals due to the City of Mequon	August 23, 2024	N/A
Contract Award	September 10, 2024	September 2024 / October 2024
Preliminary Findings / Interim Meeting with City	N/A	November 2024
Report due to City Staff	November 15, 2024	December 2024 / January 2025
Meet with City / Present to Common Council	December 10, 2024	January 2025 / February 2025

The proposed work is anticipated to commence in October 2024. The final report will be provided to the City on or before February 2025, to allow the City to provide feedback to FEMA and to accommodate weather delays for field work. We will work diligently to continue our work on this as efficiently as possible and would welcome a discussion with the City staff to coordinate a schedule to meet the City's needs while maintaining technical integrity.

SCOPE OF SERVICES

This proposal includes the following Services/Tasks:

1. Obtain Relevant and Regulatory Floodplain Data from the City.

- Current and Previous Maps:** Obtain H&H models, new Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) reports, topographic data, and assumptions made during the modeling process.
- Additional Data:** Acquire high-resolution topographic maps, historical flood data, and any other digital technical documentation used to create the new map.
- GIS Data:** Acquire all GIS data related to this project created or acquired by the City.

2. Mapping Process

- Review the FIS Report:** Review the reports with a focus on the Milwaukee River segments noted in the Project Understanding above.
- Review Model Inputs:** Review the hydrologic and hydraulic models for the Milwaukee River, topographic data, and any assumptions made in the modeling process.

3. Compare with Local Knowledge and Data

- c) **Historical Flood Data:** Compare the new maps with historical flood events and records. Ensure the map aligns with known flood patterns. Review Pioneer Gauge
- d) **Topographic Changes:** Check if recent changes in topography (e.g., new developments, land alterations) are reflected in the new maps. Verify proper conversion has been used for datum.
- e) **Aerial Photographs and Satellite Images:** Use these tools to compare physical features and water flow paths with what is shown on the maps.

4. Field Verification

- a) **Site Visits:** Conduct field visits to key areas, especially those where discrepancies are suspected. Field visits will be limited to those areas of focus.

5. Technical Analysis

- a) **Cross-Section Verification:** Check the cross-sections used in the hydraulic models against the latest lidar data from the City.
- b) **Flow Data:** Verify the stream flow data and flood frequency analysis used in the hydrologic models. Make sure the hydrology aligns with the FIRM data.
- c) **Elevation Data:** Compare the map's Base Flood Elevations (BFEs) with the latest lidar or survey data provided by FEMA.
- d) **Boundary Accuracy:** Check if the floodplain boundaries accurately follow natural and man-made features (rivers, creeks, levees, roads).

6. Identify and Document Discrepancies

- a) **List Issues:** Look for errors or anomalies in the floodplain map, such as misplaced boundaries, incorrect elevations, outdated information, and recent land use changes that may affect the floodplain boundaries.
- b) **Provide Evidence:** We will collect supporting evidence, such as photographs, GIS survey data, and historical records, to support our findings.

7. Draft Report

- a) **Prepare a report** that documents findings, including discrepancies and supporting data.
- b) **Recommendations:** If anomalies are discovered, provide a recommendation on the next steps to correct such issues.
- c) **Meetings with City:** Discuss report and findings with City of Mequon staff and make a presentation of the findings to the Common Council.

PROJECT COSTS AND TIMELINE

We propose to provide the above scope of services for the Lump Sum Fee of \$29,630. The updated fee includes updated staff rates in August as well as the addition of preparation of exhibits and presentation to the Common Council.

If the Notice to Proceed is issued October 9, 2024, the timeline to complete the work is no later than February 2025. This accommodates any potential delays as noted above under SCHEDULE.

OWNER'S RESPONSIBILITY

Provide all data under Task 1 and any other data requested.
Provide access to all sites.

ADDITIONAL LEVEL OF EFFORT

The following services are not included in the Scope of Services and may be added to the contract as needed:

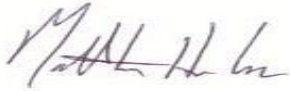
- a) Field survey to verify elevations.
- b) Additional areas not discussed under the Project Understanding.
- c) FEMA/DNR meetings.
- d) Additional Public and Stakeholder Meetings.
- e) Developing or creating new Hydrologic and Hydraulic models.
- f) Engage with FEMA for clarification or to report discrepancies. If discrepancies are significant, submit a formal appeal or request a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR).

TERM OF ENGINEERS SERVICES

We welcome this opportunity to provide you with our floodplain review services. Please review this Proposal/Agreement and the enclosed General Terms and Conditions. If the Proposal/Agreement is acceptable, please sign, date, and return it to our office. This proposal is valid for twenty (20) days. Should you have any questions, please contact me at (262) 376-4246.

Respectfully,

M SQUARED ENGINEERING



Matthew Hahm | Principal Engineer
M Squared Engineering, LLC
Development
Matt@MSquaredEngineering.com

Jac Zader, AICP, EDFP, DFM Date
Assistant Director of Community

Enclosure: *Firm Description*
 Key Team Bios
 Similar Projects / Floodplain Expertise
 General Terms and Conditions

Attachment: M Squared Proposal (RESOLUTION 4144 : Contract Award FEMA RFP)



M Squared Engineering, LLC
N19W6719 Commerce Ct.
Cedarburg, WI 53012
P.262.376.4246

3.b.b

M Squared Engineering, LLC (M²) is a full-service civil engineering firm offering comprehensive professional services to municipalities, government agencies, and private developers throughout the Midwest. Established in 2003, our firm is headquartered in Cedarburg, WI with a branch office in Itasca, IL.

The **M²** team is always available to provide innovative planning and design solutions for any project—no matter the size or complexity. Our core services include land surveying, plat development, municipal engineering, stormwater management, drainage design and analysis, roadway design, highway design, site development, erosion control, construction management and inspection. ***However, our reputation and niche is anchored on floodplain management, complex drainage, and H&H analysis.***

As a successful civil engineering firm, we make it our responsibility to thoroughly understand the project requirements. We serve various municipalities and government agencies throughout the Midwest, including IDOT, Illinois Tollway, MWRD, MMSD, and WisDOT, among others. We maintain focus on each project's successful delivery while observing and respecting local ordinances, economic efficiency, and ecological environments. **Our team's passion, deep technical expertise, and vision set us apart from the rest.**

Attachment: M Squared Proposal (RESOLUTION 4144 : Contract Award FEMA RFP)





Minal Hahm, PE, CFM

Minal Hahm is a Principal at M Squared Engineering and serves as a Senior Engineer & Project Manager on numerous projects. She has thirty-two (32) years of experience in the civil engineering industry with an emphasis on floodplain management, complex drainage and H&H.

She is a Certified Floodplain Manager (CFM) and actively uses her expertise to support local communities and property owners. She has a passion for developing creative solutions and ensuring the highest level of design integrity is adhered to. She excels at providing unique, innovative, and effective solutions to complex projects.

Minal has a history of successfully directing teams to ensure local and state requirements are met accurately and on time. She has a strong reputation in the industry and the region with FEMA, IDNR, WDNR, and other floodplain and permitting agencies. Minal has a history of elevating the efficiency of a project by resolving issues and proactively anticipating risks to ensure long-term success.

Graig Neville, PE, CFM, CPESC

Graig brings over 30+ years of diverse civil engineering experience, with a particular focus on water resources and complex hydraulic modeling. His expertise encompasses hydrologic and hydraulic analyses, dam permitting and inspection, and the management of stormwater and floodplain systems. He has successfully navigated FEMA map changes in both floodplain and floodway. In addition, he has extensive coordination with local, state, and federal agencies to ensure efficient map changes.

Graig's deep expertise is well-equipped to address complex engineering challenges with a strong emphasis on effective water resource management and efficient delivery of successful projects.

Kendra Gabbert, PE

Kendra Gabbert is a seasoned water resources engineer with over 16 years of expertise. She specializes in FEMA coordination and floodplain management. In addition, she has deep expertise in storm sewer design, water quality management, major drainage crossings, bridge scour analysis and floodplain analysis.

Kendra has successfully completed numerous Conditional Letters of Map Revision (CLOMRs) and Letters of Map Revision (LOMRs). Her expertise extends to transportation-related water resources design and is experienced in delivering complex drainage designs to advertisement-level deliverables, including construction plans, reports, and specifications.

Kendra also demonstrates strong project management skills, overseeing multi-million-dollar stormwater management projects. As a task lead, she effectively facilitates discussions among project teams and client stakeholders while managing budgets and schedules. Kendra's exceptional planning and leadership abilities make her an invaluable asset to any project.

David Bachhuber, PE

David Bachhuber is a Project Manager and Senior Transportation Engineer with M Squared Engineering, LLC. He has over twenty (20) years of experience in the transportation industry and has been involved in numerous multi-million-dollar complex hydraulic and drainage projects for large military governmental agencies as well as numerous DOTs.

David has also served as a Technical QA plan reviewer for several municipalities and state agencies, reviewing plans, permit applications, and specifications on their behalf as an extension of their staff. His extensive experience of what goes into infrastructure projects makes him uniquely capable of identifying potential conflicts between disciplines early in the design process, saving clients time and money during construction.

MMSD

Western Milwaukee Flood Management Phase 2B

MILWAUKEE, WI

M Squared Engineering, LLC (M²) performed design work on this floodplain management project for the Milwaukee Metropolitan Sewerage District (MMSD). This phase (Phase 2B) is located along a section of the Menomonee River that parallels State Street in Milwaukee from N 60th Street to just east of the Highway 175 overpass. MMSD seeks to complete the final segment of floodwall and levees in this area, connecting existing levees on either side of the project limits to create a continuous levee, which will provide flood protection during the 100-year storm event to numerous residences and businesses in the Menomonee River Watershed.

M² provided support for various aspects of the project. Some of those aspects include the following:

- Preparing a floodproofing analysis for six commercial properties and three residential properties. This effort included the development of a detailed technical memo for MMSD outlining the approach, data collected, and finding of the analysis. Detailed cost estimates were developed for various floodproofing options and supplemental survey data was collected to support the analysis and findings.
- Performing interior drainage design for two major storm sewer systems. One 60" storm sewer system is located immediately behind the levee (land-side) to convey overflow from the Schoonmaker Creek watershed. The other is a 60" / 72" storm sewer in State Street, including installation of a new series of inlets along State Street to control flooding during the 100-year storm event. Developed construction plans, specifications, quantity and cost estimates, and performed detailed inlet calculations.
- CLOMR preparation support, including assisting with filling out various required FEMA CLOMR forms.
- Utility coordination, utility conflict identification and mitigation, and utility design for utilities that require relocation, including City of Milwaukee Sanitary Sewer, City of Milwaukee Communications Duct Banks, Banks, WE Energies electrical lines, and City of Milwaukee water service and water mains. This included preparing construction plans to City requirements for communication duct banks, water mains and sewer mains.
- Construction Access Road design for the Menomonee River South Bank construction, including mitigating impacts to the Oak Leaf Trail.



KEY STAFF

MINAL HAHM, PE, CFM
Project Manager
DAVID BACHHUBER, PE
Senior Project Engineer
MATT HAHM, PE
Senior Project Engineer
ANTHONY GROMACKI, PLS
Survey

SERVICES AND SOLUTIONS

- Floodproofing Analysis and Technical Memo
- Interior Drainage Analysis and Design
- Utility Coordination
- Utility Conflict Mitigation
- Supplemental Field Survey
- Cost Estimation
- CLOMR Support
- Construction Access Design
- Specifications

VILLAGE OF KEWASKUM

Floodplain Management

KEWASKUM, WI

M Squared Engineering, LLC (M²) assisted the Village of Kewaskum with floodplain management, including administering their floodplain ordinance and helping with the development and implementation of a Corrective Action Plan in response to a previous FEMA Community Assistance Visit (CAV). Through their CAV, FEMA identified a number of properties within the Village that are or may be in violation of the local Flood Plain Ordinance and/or related FEMA regulations.

M² was tasked with developing a corrective action plan in response to this CAV, researching these properties to verify the potential floodplain violation, coordinating with the Wisconsin DNR and FEMA regarding these violations, and implementing the recommended corrective action plan to address the potential violations.

Implementation included site survey, development of Elevations Certificates, review of the survey information to verify compliance or a violation within the floodplain ordinance and FEMA TB 10-01, and developing floodproofing approaches. Where necessary, M² performed a hydraulic and hydrologic analysis to verify floodplain elevations where fill was placed in the floodplain or floodway.

KEY STAFF

MINAL HAHM, PE, CFM
Project Manager
DAVID BACHHUBER, PE
Project Lead
TONY GROMACKI, PLS
Land Surveyor

SERVICES AND SOLUTIONS

- Survey
- Hydraulic Modeling
- Regulatory Reviews
- Corrective Action Plan
- FEMA Interface



IDNR Hennepin Canal West End Levee Project

HENRY COUNTY, IL

The Hennepin Canal West End Levee Project is a complex water resources initiative aimed to address repair and maintenance needs along the historic Hennepin Canal near the Rock River in Illinois while also enhancing recreational opportunities. This project sought to evaluate the condition of the Hennepin Canal between Lock 26 and Lock 28, determine the cause of embankment overtopping, and propose solutions to prevent overtopping events from causing damage to IDNR facilities and rendering the Hennepin Canal Trail inoperable after flooding events. This complex water resources project involved detailed hydraulic modeling using SRH-2D, factoring in the hydraulic impacts of the Green River and its associated floodplain (which is over a half-mile wide), farm levees located in various areas along the Green River, and the Hennepin Canal and its associated embankments. This site is unique as the Hennepin Canal crosses the Green River in a location that had historically had an aqueduct, causing complex hydraulic interactions between the various waterways. M Squared Engineering, LLC was responsible for preparing the Preliminary Design Report, which incorporated all design elements performed under this contract and identified the recommended alternatives to incorporate.



KEY STAFF

MINAL HAHM, PE, CFM
Project Manager

DAVID BACHHUBER, PE
Senior Project Engineer

KENDRA GABBERT, PE
Senior Engineer

GRAIG NEVILLE, PE, CFM, CPESC
Senior Engineer

TRACI MORRIS
Design Technician

SERVICES AND SOLUTIONS

- Contract management
- Hydraulic modeling in SRH-2D
- Data collection
- Scour and riprap evaluations
- Geotechnical evaluations
- Alternatives development
- Development of cost estimates
- Preliminary Design Report

Presque Isle Ponds Restoration

PRESQUE ISLE, WI

M Squared Engineering, LLC (M²) is working with the Town of Presque Isle on the restoration and rehabilitation of the Pipke Park Ponds (North and South Ponds). The North and South Ponds are a complex hydraulic system consisting of dams, divergent structures, outfall pipes, and overflow connectors. The ponds have historically served the logging industry and subsequently a fish hatchery for WDNR. The ponds were sold to the Town of Presque Isle and have served as a recreational and community feature since then. Numerous ecological resources including loons and various fish breeds use the area for habitat and is therefore critical to restore for both the Town's residents and the ecological resources.

In July Of 2021 water in the South Pond began draining slowly, which resulted in a failure of the control structure. This failure drained the South Pond completely, and further inspection indicated many structures need repair or maintenance for both the North and South Ponds. Due to the size of the structures and embankments for the ponds, a dam failure analysis (DFA) is required for both ponds.

Improvements to the ponds include abandoning existing diversion culverts to both the North and South Ponds and modifying existing inlet and outlet control structures to divert water into and out of the ponds. Existing structures will be repaired as necessary to fix concrete spalling and rusted out stop log channels. Emergency spillways will also be provided for both ponds. M² also performed a DFA for the ponds analyzing both a Sunny Day and High Tailwater condition breach. This involved using HEC-HMS to determine the peak outflows for the breach conditions and then modeling those flows in HEC-RAS downstream of the ponds to determine the flood shadow effects. A WDNR Grant is pending for use in restoration of this ecosystem and complex drainage system.

KEY STAFF

MINAL HAHM, PE, CFM
Project Manager

GRAIG NEVILLE, PE, CFM, CPESC
Senior Project Engineer

KENDRA GABBERT, PE
Senior Project Engineer

SERVICES AND SOLUTIONS

- Dam Inspection
- Dam Failure Analysis (DFA)
- Survey
- PS&E
- Dam Repair/Reconstruction Permit



MWRD

Project No. 22 - 874 - 5FD Task Order 3

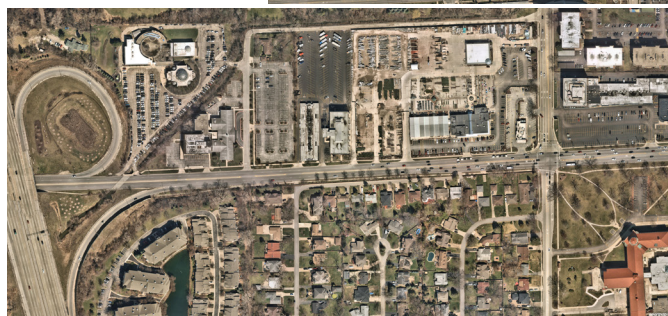
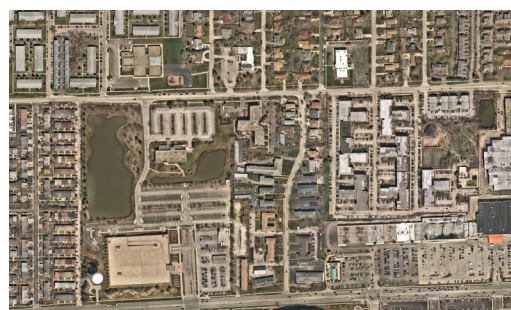
Prairie Creek/Farmers Creek Flood Mitigation

COOK COUNTY, IL

M Squared Engineering, LLC (M²) served as a sub-consultant to Gewalt Hamilton on this flood control project for Prairie Creek (a tributary to Farmer's Creek) along the length of the channel reach for the Metropolitan Water Reclamation District of Greater Chicago (MWRD). The project included channel improvements in the downstream reach of Prairie Creek, enlarging two retention ponds at the Advocate Lutheran General Hospital, and improving culvert and/or bridge sizes for Prairie Creek throughout the watershed. M²'s responsibilities included review, update and QC of the analysis and design of the complex Dempster Steet storm sewer system, which is utilized by split flows from Prairie Creek. The project utilized an unsteady HEC-RAS model for Prairie Creek and Civil3D Storm and Sanitary Analysis (SSA) to model the Dempster St. storm sewer. The study will be updated and finalized for FEMA Regulatory approvals.



KEY STAFF



SERVICES AND SOLUTIONS

- Floodplain / Floodway Analysis and Alternative Design
- CLOMR Letter of Map Revision through Illinois State Water Survey

MWRD

Citation Lake Stormwater Improvements

NORTHFIELD, IL

M Squared Engineering, LLC (M²) is a sub-consultant to ERA on this urban watershed study. This study seeks to analyze the existing hydraulics of a neighborhood in the Northfield Township of Illinois, located outside Chicago. The neighborhood has a history of flooding and drainage problems, partially due to undersized storm sewers and roadside ditches that have been filled in over time. This study seeks to review the watershed, determine some of the causes of the flooding and analyze a number of different potential solutions that could be implemented, separately, in phases or in combination, to help reduce the flooding impacts. Responsibilities include developing, modeling and reviewing hydraulic models developed in XPStorm and XPSWMM, developing preliminary designs and schematics for different alternatives, analyzing how different alternatives would affect the regions hydraulics, developing cost estimates for different solutions and assisting on other various design, planning and public information tasks as needed.

KEY STAFF

MINAL HAHM, PE, CFM
Project Manager

DAVID BACHHUBER, PE
Senior Project Engineer

SERVICES AND SOLUTIONS

- Drainage Analysis and Design
- Hydraulic Design
- Stormwater Management
- Green Infrastructure



M SQUARED ENGINEERING, LLC

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are attached to and are incorporated into the Proposal/Agreement (the Proposal/Agreement") dated **September 20, 2024**, by and between **M Squared Engineering, LLC** and the City of Mequon (hereafter called "Client").

1. **COMPLIANCE WITH LAWS:** M Squared Engineering, LLC (Engineer) will strive to exercise usual and customary professional care in its efforts to comply with those laws, codes, ordinances, and regulations relating to Engineer's services, which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation, and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. Therefore, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Client and Engineer each shall designate one or more persons to act with authority on its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

3. **STANDARD OF PRACTICE:** Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty, guarantee, or success of the Project is included or intended in this Agreement or in any report, opinion, document, or otherwise.

4. **RESPONSIBILITY OF THE ENGINEER:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, Engineer, consultant, Contractor, or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement, or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

5. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

6. **GOVERNING LAW:** This Agreement and the parties'

performance shall be governed by and construed in accordance with the laws of the State of Wisconsin and such other laws as may apply pursuant to Item 1 of these General Terms and Conditions.

7. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the Project. Client further agrees that decisions concerning types and amounts of insurance are specific to the Project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

The Client will provide information concerning its design objectives, constraints, and criteria at its own expense. Designer is entitled to rely on the accuracy and completeness of information provided by Client for use by Designer.

8. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for

General Terms and Conditions

rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

9. **DOCUMENTS DELIVERED TO Client:** Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising there from or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's Agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer

under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other Projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other Project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

11. **RELATIONSHIP BETWEEN ENGINEER AND Client:** Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

12. **CHANGES:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; provided, however, that Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

13. **FORCE MAJEURE:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

14. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

15. **TERMINATION:** This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead, and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

16. **SUCCESSORS AND ASSIGNS:** The terms of this

General Terms and Conditions

Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **RELATIONSHIP TO PROPOSAL/AGREEMENT:** This Agreement, together with the Proposal/Agreement it is incorporated into, represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, matter, or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments, or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement and the Proposal/Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement. Should any term or provision of these General Terms and Conditions be inconsistent with, or conflict with, the Proposal/Agreement, the term or provision of the Proposal/Agreement shall control.

18. **PAYMENT:** Each Project will be assigned a Project number. Itemized invoices will be issued periodically, as indicated in the Proposal/Agreement or as Engineer otherwise determines by written notice to Client. Payment shall be due within 15 days of the date of the invoice or at such intervals as Engineer determines by written notice to Client. Amounts not paid when due will bear interest at the rate of 1.5% per month. Client further agrees to pay all reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Engineer in endeavoring to collect any amounts payable hereunder which are not paid when due. Payments due Engineer are not contingent upon Project approval or Project financing and are the sole responsibility of the Client.

In the event of Client's Failure to pay an invoice of Engineer within thirty (30) days from the date of the invoice or as otherwise specified, Engineer may, in addition to any other remedies it may have, in its sole discretion, suspend or stop all work on the Project without liability for partially ("half-done") work. Client will reimburse Engineer for all associated costs as previously set forth in Item 14 of this Agreement. Engineer shall have no liability whatsoever to the Client for any costs or damages incurred as a result of such suspension caused by non-payment or any other breach of this Agreement by the Client.

19. **GENERAL INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless M Squared Engineering, LLC (and its members, employees, affiliates, successors and assigns) from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special,

incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

20. **LIMIT OF LIABILITY:** The Client and the Engineer have discussed the risks, rewards, and benefits of the Project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this Project as made part of this Agreement. Such causes include but are not limited to the Engineer's negligence, errors, omissions, strict liability, or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

21. **DISPUTE:** Any dispute arising under or relating to this Agreement shall be settled by arbitration in Milwaukee, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties. The arbitration shall be conducted in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association but the arbitrator need not be associated with the American Arbitration Association. If the parties cannot agree on a single arbitrator, the American Arbitration Association shall appoint one. The parties shall split the arbitrator's fees and expenses. Any award rendered in the arbitration shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction.

22. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead, and fee) incident to any effort by Engineer toward assisting Client in such access, permits, or approvals, if Engineer performs such services.

24. **WAIVER OF CONTRACT BREACH:** The waiver by one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof must be in writing, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

25. **OPINIONS OF PROBABLE COST:** Since Engineer has

General Terms and Conditions

no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

26. SEVERABILITY OF INVALID PROVISIONS: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

27. HAZARDOUS MATERIALS: It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the Project until Client retains appropriate specialist consultant(s) or Contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

28. RIGHT OF ENTRY: Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.

29. SAMPLES: Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the

issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

30. DESIGN CONTINGENCY RESERVE: The Client and Designer acknowledge that changes may be required because of possible omissions, ambiguities, or inconsistencies in the plans and specifications and, therefore, that the costs of the Project may exceed the initial construction contract sum. The Client and Designer will determine, before the start of construction, a reasonable design contingency reserve to be used, as required, to pay for any such increased Project costs. The Client further agrees to make no claim against Designer or Designer's subconsultants with respect to any payments within the limit of the design contingency reserve.

31. WAIVER OF CONSEQUENTIAL DAMAGES: The Designer and Client waive consequential damages, including lost profits, lost revenues, loss of use and loss of reputation, for claims relating to this Agreement. This mutual waiver is applicable to consequential damages arising from the parties' indemnification obligations.

32. ADDITIONAL SERVICES: If the Client requests or the Project requires services outside the scope of work described in the proposal, Designer will notify the Client and obtain its consent before starting the Additional Services. Compensation for Additional Services will be agreed in writing before the services are begun. Client agrees that time spent on changes to the work after approval by Client's authorized representative or a government authority is an Additional Service.

33. PROMOTING SERVICES: The Client will allow the Engineer to put a yard sign up on the Project site identifying the Engineer's tasks and contact information. The sign shall not be larger than 3' x 3' and will may be placed any time after this Agreement has been signed. The sign must be removed within 21 days after final payment is received or the Engineer's work is completed.

END OF GENERAL TERMS AND CONDITIONS



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: October 8, 2024
SUBJECT: Public Works Work Plan (10.8.24)

Attached for the Board's review is a copy of the proposed work plan for 2024.

Attachments:
2024 Work Plan (10.8.24) (PDF)

Month	Agenda Topics
October	- Resolution: Authorization of Vendors to Exceed \$25k - Resolution: Contract Award to Analyze FEMA's Recent Floodplain Mapping, Data and Modeling Update
November	<i>Tentative:</i> Road Program Recap <i>Tentative:</i> Fiesta Lane Drainage Recap <i>Tentative:</i> Enterprise Lease Annual Report
December	<i>Tentative:</i> City Hall HVAC Contract Award <i>Tentative:</i> Brush Site Contract Award

Future Agenda Topics

- Drainage CIP Prioritization
- Policy language for structures (i.e. Little Free Library) within the building setback

2024 Completed Items:

• Resolution: Contract Award for City Hall HVAC Design • Resolution: Contract Award for Vendors Exceeding \$25k for Inspection Services • Resolution: Contract Award for Lift Purchase • 2024 Road Program Overview • Resolution: Road Improvements Contract Award • Resolution: Cracksealing Contract Award • Resolution: GSB-88 Contract Award • Resolution: Purchase of a Bat-wing Mower • Resolution: Approval of a Pre-Development Agreement with the Rotary Club of Thiensville-Mequon for Development of an All-User Inclusive Playground at Rotary Park • Resolution: Contract Award for an Update to the Comprehensive Park, Recreation & Open Space Plan • Resolution: Contract Award for Bikeway Master Plan and MOU with Thiensville for Cost Share of Local Share • Resolution: Bid Rejection for City Hall HVAC	• Resolution: MOU with Brown Deer for County Line Road Improvements • Resolution: Median Maintenance Contract Award • Resolution: Truck Chassis Purchase • Resolution: Rejection of CRP Grant and Authorization of We Energies Contract for Mequon Rd Street Lights • Resolution: Award of Design for Brush Site Automated Gate • Community Survey Topics • Ordinance: Stormwater Text Amendment • Resolution: Port Washington Road Streetscape Bid Documents • Appeal Bill No. 8201 • Resolution: SMAs for Wauwatosa Road • Resolution: Amended Res. 4026 – SMAs for Mequon Road Sidewalk • Resolution: Revised MOU for County Line Road (construction staking)
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