



Waterford Waterway Management District

Notice of Public Meeting

Tuesday February 12, 2019

Conference Call 4:00 PM

1. Call to order, Roll Call
2. New Business – Discussion and possible action on:
 - a. Graef proposal for EcoSystem Phase 6 work.
3. Adjournment.

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Waterford Waterway Management District
www.waterfordwwmd.com

Board of Commissioners Meeting Minutes
Tuesday 2/12, 2019

1. Call to order, Roll Call

Chairman Barbara Baron called the meeting to order at 4:04 PM. All attendees joined by phone. Additional commissioners present were Don Baron, Paul Kling, Greg Horeth, Mike Waghorn and Steve Larry. Dave Spurlock was absent.

Jim Pindel from the ESR Committee and Brian Schneider also joined.

2. New business – Discussion and possible action on:

a. Graef proposal for EcoSystemPhase 6 Work.

MOTION to accept the Graef proposal for EcoSystem Restoration Phase 6 work, dated February 6, 2019 by Paul Kling and Second by Barbara Baron
Vote:6 yes, 0 No

3. Adjournment

- 4:35 MOTION to adjourn was made by Don Baron and second by Greg Horeth Vote: 6 yes, 0 no.

Respectfully Submitted,

Mike Waghorn - WWMD Secretary



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February 6, 2019

Mr. Paul Kling and Mr. Don Baron
Waterford Waterway Management District
P.O. Box 416
Waterford, WI 53185

SUBJECT: Revised Proposal for Ecosystem Restoration Project Phase 6 - Bid Documents and Assistance with Obtaining Bids from Contractors, Waterford Waterway Management District (WWMD), Waterford, WI

Dear Paul and Don:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and the Waterford Waterway Management District (Client).

This proposal is for Phase 6 of the Waterford Waterway Ecosystem Restoration Project (Project). It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to prepare bid documents for the completion of the dredging, dewatering and land spreading approximately 9,500 cubic yards of sediment as measured in the river.

For this Project, GRAEF proposes to provide the following Services:

1. Contract Approach, Permit Renewals and Agreements

- Develop an approach for managing the contract(s) for the Project and discuss with the ESR Committee;
- Update and renew the WDNR Dredging Permit – it was verified with the WDNR that there will not be any fees payable to the WDNR for the renewal;
- Update WDNR and Army Corps wetland permits for timber matting - it was verified with the WDNR that there will not be any fees payable to the WDNR or the Army Corps for the renewal;
- Confirm operating parameters with the WDNR for the carriage water discharge general permit (discharge of water from dewatering pond) for incorporation into specifications as a contractor operational parameter;
- Verify and summarize conditions from WDNR and Army Corps exemptions from wetland permitting for the land spreading of dewatered sediments for incorporation into specifications as a contractor operational parameter; and
- Meet with Marty Johnson, WDNR land manager, and prepare land use agreements with the WDNR and affected farmers for land spreading the dewatered sediment, and make recommendations to the WWMD ESR Committee for review by legal counsel and/or signature by WWMD.

2. Data Collection (Prior to Bidding)

- Conduct a bathymetric survey of portions of the main channel and side bays in the Conservancy Bay area on an approximately 50 foot grid using pole methods and GPS to define the locations and depths for Phase 6 dredging;
- Collect up to eight samples of sediment (four from the main channel area and four from the bay area) for geotechnical data to assist the dredging contractors for the following parameters:
 - Moisture content
 - Gradation
 - Specific gravity
- Collect eight samples (four from the main channel and four from the bay area) for laboratory analysis for Total Kjeldahl Nitrogen (TKN), ammonia-ammonium and nitrate/nitrite.

Data to be issued as an addendum at least one week prior to due date for bids.

3. Drawings and Specifications

- Based on the data collection described above, prepare a dredging plan that describes the areas and depths for the dredging to be done for the Project;
- Prepare an opinion of probable cost for the Project;
- Prepare the following drawings:
 1. Title Sheet w/ Location Map
 2. Project Map with Dredging Areas, Land Spreading Sites, Access Points, and Known Underground Utilities
 3. Surveyed Water Depths and Cross Sections (updated based on bathymetric survey)
 4. Dredging (locations, depths and volumes of sediment to be dredged)
 5. Conveyance Piping Plans
 6. Dredging Details – Safety Signage, Pipe Details, and Road Crossings
 7. Dewatering Site Plan (Marsh Road to West End of Pond)
 8. Dewatering Site Erosion Control Plan
 9. Pond Plan and Sections
 10. Pond Details – Outlet Control Structure, Safety Signage and Fencing
 11. Land Spreading Sites with Topography, Access and Surface Areas
 12. Land Spreading Sites with Natural Resources Conservation Service (NRCS) Soils
- Prepare the following specification sections:
 - Division 00 – Procurement and Contracting (14 to 16 sections)
 - Division 01 – General Requirements (12 to 15 sections)
 - Division 31 – Earthwork (10 to 14 sections)
 - Division 32 – Exterior Improvements – (Fencing and restoration, 2 sections)
 - Division 33 – Utilities (5 sections)



- Division 35 – Waterway and Marine

Drawings and specifications will incorporate WDNR and Army Corps of Engineers permit parameters.

4. Assistance with Bidding

- Identify and contact contractors with pertinent experience, including local contractors;
- Schedule and attend a pre-bid meeting;
- Answer contractor questions during bidding and prepare addenda, as needed;
- Review bids and provide recommendation to the WWMD.

Meetings

The following meetings at Waterford are included in Tasks 1 through 4:

- Two meetings to discuss lease agreements in late February and early March;
- One pre-bid meeting in late April; and
- One meeting to review contractor bids.
- Ten, one-hour, bi-weekly conference calls with ecosystem restoration committee.

GRAEF will endeavor to perform the Basic Services in conformance with the following schedule assuming written authorization is received by February 8, 2019:

- Prepare bid documents mid-February to late March
- Land Lease Agreements mid-February thru early April
- Baseline Data Collection late April
- Contractor Bidding mid-April to mid-May
- Recommendation for contract award late May

It is our understanding that you will provide the following services, items and/or information:

- Access to Waterford Town Hall for meetings, as needed

You agree to compensate GRAEF for all basic services noted above on a time and materials basis for a not-not -to-exceed fee of \$66,700. This fee is further broken down as follows:

Contract Approach, Permit Renewals and Agreements	\$8,500
Data Collection (Prior to Bidding)	\$9,200
Drawings and Specifications	\$33,800
Assistance with Bidding	\$9,200
Contingency	\$6,000

Professional rates are as follows:

P6/Brian Schneider	\$157/hr.
Richard Wolkowski	\$150/hr.
P4	\$142/hr.
Jim Hutchison	\$135/hr.
P2	\$112/hr.



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T4	\$105/hr.
T2	\$86/hr.
A4	\$82/hr.

Direct Expenses will be billed at cost and are included in the fees quoted above. Direct Expenses include mileage, travel expenses, printing and reproduction, delivery charges, and laboratory analyses.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

We look forward to working with you on Phase 6 of the Waterford Waterway Ecosystem Restoration Project. Please call us at 414-266-9284 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Accepted by:
Waterford Waterway Management
District

Jaren Hiller, P.E., LEED AP
Senior Water Resources Engineer

(Signature)

Brian Schneider, P.E., LEED AP
Project Manager/
Water and Env. Resources Group Manager

(Name Printed)

(Title)

(Date)

Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on February 6, 2019 (Agreement) by and between Graef-USA Inc. (GRAEF) and the Waterford Waterway Management District (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.

Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.