

**CITY OF WEST ALLIS
2026 INSPECTION WORK ORDER #1**

TO: RUEKERT & MIELKE, INC.
DATE: APRIL 30, 2026
PROJECT: 2026 CIP LEAD SERVICE LINE REPLACEMENTS
SUBJECT: INSPECTION SERVICES

In accordance with Resolution No. R-2026-3847 the Agreement for Professional Services dated as of April 28, 2026 (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: As described in submitted proposal to City dated April 9, 2026
Estimate: \$ 24,000.00 (See attached Fee Schedule and Cost Breakdown)
Schedule: Work to commence immediately. To be completed as part of the Basic Services under the Agreement.

This Work Order, including any attachments, is incorporated into the Agreement. All work defined in this Work Order and payment therefor shall be performed in accordance with the RM Standard Terms & Conditions dated January 1, 2024, unless otherwise modified herein. Any modification(s) of this Work Order is subject to approval and acceptance pursuant to the Agreement.

Issued:

CITY OF WEST ALLIS

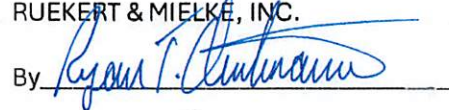
By: 
Melinda K. Dejewski, P.E.

Title: City Engineer

Date: 4/30/26

Received and Approved:

RUEKERT & MIELKE, INC.

By: 

Title: Vice President

Date: May 6, 2026

ATTACHMENTS:
Scope of Services

COMPTROLLER'S CERTIFICATE

Countersigned this 30th day of April, 2026 and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Contract.


Jason Kaczmarek, Director of
Finance/Comptroller

CITY OF WEST ALLIS



Lead Service Line Replacement Construction Inspection
2026

 **Ruekert • Mielke**

April 9, 2026

Alexander Weislak, P.E.
Principal Engineer
City of West Allis
7525 W. Greenfield Ave
West Allis, WI 53214

RE: 2026 CIP LSLR Program

Dear Mr. Weislak,

The City of West Allis continues to advance infrastructure improvements through its Capital Improvement Program, including lead service line replacement efforts. This work may occur as part of City improvement projects, private development-driven projects, or emergency repairs, and the timelines on these projects can vary significantly. Ruekert & Mielke Inc. (R/M) has staff available for construction inspection, construction administration, and survey services that the City may be interested in utilizing for some of these infrastructure projects.

Our R/M team has extensive experience in municipal roadway and utility projects, and we have been a municipally focused Wisconsin firm for over 80 years. We work with municipalities throughout Wisconsin and partner with municipalities as an extension of their staff. We work with municipal staff to understand their anticipated level of involvement in construction projects, preferred communication style, and project workflows. Our team will leverage our experience and understanding of infrastructure and operations to proactively identify potential issues early, minimizing the need for change orders or construction conflicts. We combine our construction expertise with our contractor experience and municipal understanding to deliver successful municipal construction projects.

Our team will serve as the City's eyes and ears in the field, providing pre-investigation work, daily observation, contractor coordination, and clear documentation of construction activities. We maintain detailed daily reports, including photographs and field notes, and ensure required compliance documentation is completed accurately and on time. This consistent field presence and documentation support project tracking, regulatory requirements, and helps minimize disruptions and builds trust with the community.

We look forward to the opportunity to work with the City on its Lead Service Line Replacement project. Please do not hesitate to contact us if you have any questions regarding our potential services or the content within our proposal.

Respectfully,

RUEKERT & MIELKE, INC.



Hunter Reuteman
Field Services Construction Supervisor
hreuteman@ruekert-mielke.com
(262) 953-3009

CONSTRUCTION REVIEW SERVICES

Onsite Construction Review

Our staff provide construction observation for roadways, sanitary sewer, water main, storm water, facilities, and other municipal infrastructure to confirm work is completed in accordance with Contract Documents and Municipal Standards. Services can be provided on a full-time or part-time basis depending on the City's needs. Onsite staff document elevations, measurements, and locations of installed infrastructure and maintain detailed records of construction activities. R/M provides daily reports to Municipal Staff summarizing completed work, materials installed, and site conditions, along with photo documentation.

For Lead Service Line Replacement projects, our services include coordination with property owners, verification of service replacements, and documentation to support regulatory and funding requirements. Our team maintains a consistent field presence across multiple replacements to support efficient project delivery while confirming restoration is completed in accordance with project requirements.

R/M has completed construction review for numerous Lead Service Line Replacement programs, including but not limited to:

- City of Kenosha - 800 service lines replaced
- Village of Oregon - 86 service lines replaced
- City of Columbus - 13 service lines replaced

Onsite Private Development Review

R/M can conduct onsite reviews of Private Development construction, including roadway and parking lot pavement, water, sanitary sewer and storm water utilities, storm water BMPs, and private energy and communications utilities. Our staff onsite review services would be provided at a similar scale and effort as our municipal onsite review services.

CONSTRUCTION ADMINISTRATION SERVICES

Construction Management

R/M staff can provide a variety of construction management services, including Contractor coordination during construction, project meeting coordination and documentation, review and preparation of payment requests, and punch list and closeout coordination and facilitation.

OUR TEAM



Hunter Reuteman – Construction Review Manager

Hunter has over 10 years of construction experience with onsite construction review, construction management, and detailed plan review. He will serve as the construction review manager and oversee all coordination and administration for this project.



Ron Hill – Construction Review Technician II

Ron has construction review experience for roadways, curb and gutter, utilities, and lead service laterals. In 2025, Ron served as help for the construction review technician for the City of Kenosha's lead service line replacement project, which included more than 800 lead laterals. He will utilize this experience for the City of West Allis.

LEVEL OF EFFORT

Select Billing Rate Table:	R/M Standard	CRT2	CRM	ETECH	TOTAL TASK HOURS	TOTAL TASK LABOR COST	TASK REIMBURSABLE COSTS	TOTAL TASK COST	
Employee Initials		RH	HJR	DJK					
Classification		Construction Review Technician 2	Construction Review Manager	Engineer Technician					
Billing Rate		\$115.00	\$166.00	\$125.00					
Phase 1									
Phase Start Date: 1/01/2020	Phase End Date: 1/01/2020								
Task Description	Task Start Date	Task End Date	Hours						
1 Preconstruction meeting			1.00	1.00	2	\$281	\$38	\$319	
2 Plan and specification review/preparation			4.00		1.00	5	\$585	\$0	\$585
3 Construction review (pre-investigations, removals, utilities, testing, restoration)			150.00			150	\$17,250	\$383	\$17,633
4 Construction coordination and administration				10.00		10	\$1,660	\$0	\$1,660
5 Punch list creation and review			8.00			8	\$920	\$0	\$920
6 Record drawings					2.00	2	\$250	\$0	\$250
7 Project closeout			2.00			2	\$230	\$0	\$230
8						0	\$0	\$0	\$0
9						0	\$0	\$0	\$0
10						0	\$0	\$0	\$0
PHASE LABOR TOTALS			165.00	11.00	3.00	179	\$21,176		
PHASE REIMBURSABLES								\$421	
PHASE CONSULTANTS									\$0
PHASE TOTAL									\$21,597

Reimbursable Expenses

Mileage: \$0.70/mile

Notes:

- Staff hourly rates will be based on travel to and from the City from our Waukesha Office
- Mileage will only be charged for services where travel within the City is required (condition inspections, IDDE, road ratings, etc.). No mileage will be charged for **Onsite Construction Review** or for **Onsite Private Development Review**.

A. Standards of Performance

The standard of care for all Consultant services performed or furnished Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Designated Representatives

With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Consultant

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Client by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Consultant's standard hourly rates are subject to annual adjustment.

D. Ownership and Reuse of Documents

All documents and services prepared or furnished by Consultant pursuant to this Agreement are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse) whether or not the Project is completed. Consultant grants Client a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Client shall be at Client's sole risk; and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Client or by others acting through Client.

E. Permits and Approvals

It is the responsibility of the Client to obtain all necessary permits and approvals for the Project. Consultant will assist the Client in obtaining permits and approvals as mutually agreed to in writing.

F. Opinions of Probable Cost

Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction costs, then Client agrees to obtain an independent cost estimate.

G. Client and Third Party Provided Information

Consultant shall have the right to rely on the accuracy of any information provided by Client and third parties. Consultant will not review this information for accuracy.

H. Access

Client shall arrange for safe access to and make all provisions for Consultant and Consultant's subconsultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

I. Construction Observation

Consultant will observe the work as agreed to for general compliance with the construction documents. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Consultant has no stop work authority. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

J. Environmental

The parties acknowledge that Consultant's services do not include any services related to unknown or undisclosed Constituents of Concern. Consultant assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

K. Termination of Contract

1. Either party may at any time terminate this Agreement with 7 days written notice for cause 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.
2. Client may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Client with 30 days written notice.
3. Consultant may terminate this Agreement for cause with 7 days written notice (a) if Consultant is requested to furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, or (d) as the result of the presence of undisclosed Constituents of Concern. Consultant will have no liability to Client on account of any termination by Consultant for cause.
4. In the event of any termination, Client shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

L. Insurance

Consultant will maintain insurance at a minimum in the amounts following. Insurance certificates will be provided if requested by Client.

- General Liability \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
- Auto Liability \$1,000,000 Combined Single Limit
- Workers Compensation Statutory
- Employers Liability \$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
- Umbrella \$1,000,000 Occurrence / Aggregate
- Professional Liability \$1,000,000 Per Claim / Aggregate

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, and subconsultants in the performance of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and subconsultants from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.
4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Client and Consultant in paragraph N. "Limit of Liability," of this Agreement.

N. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the total amount of \$1,000,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

O. Consequential Damages

To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, consultants and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

P. Third Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or the Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

Q. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

R. Hold Harmless

Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce the Consultant's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

S. Consultant's Services

Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

T. Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the right to terminate this Agreement in accordance with the Termination provision hereof.

U. Delays

Consultant shall not be liable for any loss or damage arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; pandemics, failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

V. Entire Agreement

This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

W. Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for purposes of this Agreement.

X. Dispute Resolution

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice, prior to invoking mediation. Subsequent to negotiation, Client and Consultant agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. Client and Consultant agree to participate in the mediation process in good faith and on a confidential basis.

Y. Governing Law

This Agreement will be governed by the laws of the state in which the project is located.

Z. Definitions

1. Contractor - Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

2. Constituent of Concern – any substances, including without limitation asbestos, asbestos-containing materials, toxic or hazardous substances, PFASs, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable state, provincial or federal statutes), pollutants, viruses, bacteria or pathogens of any kind, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

END OF DOCUMENT

Page 3 of 3 pages

(Ruekert & Mielke, Inc. Standard Terms and Conditions)