

**DRAFT**

July 27, 2004

City of Milwaukee  
Department of Public Works  
841 North Broadway  
Milwaukee, WI 53202  
Attn: Jeff Polenske, City Engineer

United Water Services Milwaukee LLC  
700 East Jones Street  
Milwaukee, WI 53207  
Attn: John Cheslik, General Manager

Re: Investigation of May 14 basement backup events

Dear Mr. Polenske and Mr. Cheslik:

The District has entered into an agreement with GAB Robins to perform inspection services, a copy of which is attached.

This letter will set out the agreement among the Milwaukee Metropolitan Sewerage District ("MMSD"), the City of Milwaukee Department of Public Works ("City") and United Water Services Milwaukee LLC ("UWS") regarding the role of GAB Robins in the above investigation as well as payment for services provided by GAB Robins.

GAB will attempt to contact the occupants of buildings affected by basement backups from sewers on May 14, 2004 in the area bounded approximately by Silver Spring Drive on the north, Teutonia Avenue on the west, Hampton Avenue on the south, and the Milwaukee River on the east, using contact information obtained from citizen reports to the City, the MMSD, Milwaukee County and UWS. GAB will endeavor to interview occupants, inspect and photograph affected areas of the buildings, obtain information from the occupants concerning the nature and timing of the events and any resulting damage, and prepare a report of the information obtained and their estimate of the actual cash value and replacement cost of the damage. They will use the protocol attached as far as possible. GAB will provide reports for each inspection as they are prepared to the MMSD, attention Mike Martin, at 260 W. Seeboth Street, Milwaukee, WI 53204, to the City, attention Jeff Polenske, at 841 North Broadway, Room 620, Milwaukee, WI 53202, and to UWS, attention Jane LeCapitaine, at 700 E. Jones Street, Milwaukee, WI 53207.

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Mr. John Cheslik, UWS  
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To protect the privacy of the affected occupants and owners and because the reports relate to an ongoing investigation, to the extent permitted by law each of us will keep the reports confidential.

GAB will issue invoices to each of us periodically, directed to the same people who will be receiving the reports, for one-third of the total amount due for their services and expenses and each of us will pay with reasonable promptness. The first invoices will include GAB's charge for the approximately 30 inspections they have made to date.

Our agreement is limited to the services described in this letter. If GAB is to do additional work at our shared expense in the future, it will be the subject of a further agreement.

If this letter correctly describes our agreement, please sign a copy and fax it to the other two parties.

Thank you for your kind attention.

Very truly yours,

Milwaukee Metropolitan Sewerage District

Kevin L. Shafer, P.E.  
Executive Director

Agreed:

\_\_\_\_\_  
Title: \_\_\_\_\_  
For City of Milwaukee  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
For UWS  
Date: \_\_\_\_\_

Enclosure



GAB Robins North America, Inc.

## LETTER AGREEMENT

Milwaukee Metropolitan Sewerage District (MMSD), 260 West Seeboth Ave., Milwaukee, WI 53204 and GAB Robins North America, Inc. (GAB Robins), Linden Plaza, 9 Campus Drive, Parsippany, NJ 07054, hereby enter into an Agreement, commencing 08-11-04 and ending 08-10-05, whereby GAB Robins will render customized inspection services for sewer back-up claims in a joint project with MMSD, The City of Milwaukee, and United Water Inc. (including with respect to United Water their insurer The St Paul Travelers Insurance Company). The subject inspections relate to the rain event of May 14, 2004 within the geographical boundaries of the Milwaukee River on the East, 27<sup>th</sup> Street on the West, Hampton Avenue on the South and Silver Spring Road on the North.

GAB Robins and MMSD agree as follows:

1. GAB Robins will inspect the reportedly damaged or destroyed real and/or personal property of third parties identified by MMSD, The City of Milwaukee or United Water to GAB Robins.
2. Inspection will be in accordance with the "Site Inspection Protocol" attached as Exhibit 1, and will include in all possible cases the "Milwaukee Inspection Questions" attached as Exhibit 2.
3. A report on each inspection (GAB Robins will assign a file number to each third party making claim for identification purposes) will be issued by GAB Robins to MMSD, The City of Milwaukee and United Water/St Paul Travelers no later than 30 days from the date of notice of claim to GAB Robins. If the inspection has not been completed to the extent described below, a status report will be issued on 30-day intervals to include a plan of action and timeline for completion. Each inspection report shall be comprised of:
  - A. Cover Report
  - B. Estimate of damage
  - C. Completed Inspection Questions
  - D. Photographs of alleged damages

Note: In some instances other materials relating to the claimed damage may be included.

4. GAB Robins will issue a pro-rated service invoice for each inspection to MMSD, The City of Milwaukee and United Water/St Paul Travelers on the basis of the agreed Fee Schedule, attached as Exhibit 3.

It is expressly understood that GAB Robins will act in the capacity of an agent of MMSD, The City of Milwaukee and United Water/St Paul Travelers, and that GAB Robins's scope of authority is limited to the tasks

discussed herein. GAB Robins has no authority to offer or make settlements of the alleged claims. Further, GAB Robins shall indemnify, defend, or hold harmless MMSD, its agents or assigns with respect to any claims or demands, actions, damages, costs and expenses, resulting from any errors, omissions, torts, or other negligent acts or omissions of GAB Robins, its servants, agents, employees, associates or sub-contractors; provided however, that the foregoing hold harmless provision shall have no force and effect as to MMSD demands, actions, damages, costs and expenses, which are the result of the instructions or acts of MMSD or which are the result of GAB Robins' non-negligent fulfilling of its obligations under this Agreement. Notwithstanding any other provisions hereof, the foregoing indemnification provision shall survive the termination of this Agreement.

Termination: This Agreement may be terminated at any time by either party with 30 days written notice to the other party. In the event of termination, GAB Robins shall complete all inspections in progress at the time of termination and shall be paid for completion of all work in progress at the rates prescribed in this Agreement.

Date: 08/11/04

Prepared By:

GAB Robins North America, Inc.

MMSD

By: \_\_\_\_\_

Title: \_\_\_\_\_

GAB ROBINS

By: \_\_\_\_\_

Title: \_\_\_\_\_