

AGENDA

Board of Public Works Meeting

Tuesday, February 23, 2016 – 7:00 P.M.

Jackson Village Hall

N168W20733 Main Street

1. Call to Order and Roll Call.
2. Approval of Minutes for January 26, 2016, meeting.
3. Review of Jackson Storm Water Management Plan.
4. Wilshire Drive Reconstruction Project update.
5. Director of Public Works Report.
6. Citizens/Village Staff to address the Board.
7. Adjourn.

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Village Hall at least one (1) business day prior to the meeting.

It is possible that members of the Village Board may attend the above meeting. No action will be taken by any governmental body at this meeting other than the governmental body specifically referred to in this meeting notice. This notice is given so that members of the Village Board may attend the meeting without violating the open meeting law.

DRAFT MINUTES
Board of Public Works Meeting
Tuesday, January 26, 2016 – 7:00 P.M.
Jackson Village Hall
N168W20733 Main Street

1. Call to Order and Roll Call.

Chairman Tr. Don Olson called the meeting to order at 7:00 p.m.

Members present: Tr. Scott Mittelsteadt, Brian Heckendorf, Corinne Benson, and Tr. Jack Lippold.

Members excused: Scott Thielmann, Linda Granec

Staff present: Brian Kober, and Jim Micech

2. Approval of Minutes for November 24, 2015 meeting.

Motion by Corinne Benson, second by Tr. Olson to approve the minutes of the November 24, 2015, Board of Public Works meeting.

Vote: 5 ayes, 0 nays. Motion carried.

3. Engineering proposal for Jackson Sewer Utility SCADA System Upgrade.

Brian Kober introduced Greg Droessler of Town & Country Engineering, Inc. to present information in regards to the SCADA System Upgrade.

Gregg gave an overview of the SCADA project and explained the purpose of the SCADA System. The Supervisory Control and Data Acquisition System allows for the monitoring and control of the wastewater treatment plant as well as the storage of data for reporting. Many of the operations can be controlled remotely.

The weak points were previously identified last year. There is limited data access and reporting functions. Portions of the system date back to the 1990s and expanded in 2005 as part of the digester project. The Program Logic Controls are over ten years old. The Intellisys software is not well supported. Intellisys is used in less than 10% of plants. It has limited data access and reporting functions.

There is a strong foundation of fiber optics that are already in place and the stainless steel cabinets are of good condition. There are touch screens already in place as well.

There have been a number of software and hardware replacements that do not communicate well with the Intellisys system.

Gregg commented that each panel and process would be reviewed to allow for real time functionality and allow for future additions. Proposals would be requested from qualified bidders. The new system would allow for invoices to be produced in a timely manner.

Brian Kober explained that this will come out of the replacement fund and there is funding available for the project. The total project amount will be \$300,000 to \$500,000. The proposal being reviewed is for the engineering portion only.

Motion by Tr. Olson, second by Tr. Lippold to recommend the Village Board approve the Engineering Proposal by Town and Country in an amount not to exceed \$46,000.

Vote: 5 ayes, 0 nays. Motion carried.

4. Review of Engineering Services for GIS Mapping Conversion.

Brian reported on the item. The mapping and conversion was started and then web based mapping came to use shape files. The Village was using Gremmer but they are more DOT oriented rather than GIS oriented. Currently, Workhorse is in use as the database, but it is not a web based program. Brian continued that the goal is that there would be an address point on the map and it would open up to the building plan of the house and inspection reports, meter locations, etc. Brian commented on the public safety aspect of having the information available to the fire department or police department. Additionally, it would be used for tree trimming reporting.

Brian recommends Town and Country proposal which is time and material based with the lowest hourly rate. Brian commented that the Jackson Sewer and Water Utility has funding budgeted for the GIS mapping upgrade.

Motion by Brian Heckendorf, second by Corinne Bensen to recommend the Village Board approve the GIS engineering service with Town and Country in an amount not to exceed \$6,000.

Vote: 5 ayes, 0 nays. Motion carried.

5. Review of Building Inspection Annual Reports.

Jim Micech presented the 2014 and 2015 Annual Building Reports.

Motion by Tr. Mittelsteadt, second by Tr. Lippold to send the reports to the Village Board.

Vote: 5 ayes, 0 nays. Motion carried.

6. Acceptance of Work – West Shore Pipeline Water Extension Project.

Brian Kober reviewed the project with the Board. The exhibits are now completed. Brian recommended that the Board of Public Works recommend staff to develop the final resolution for the Village Board meeting. Motion by Tr. Mittelsteadt, second by Tr. Olson to direct staff to develop a final resolution for Village Board approval. Vote: 5 ayes, 0 nays. Motion carried.

7. Review of Storm Water Management Plan.

Brian Kober reviewed the information and suggested to refer the item to February. A review of the proposed ordinance will be given at the next meeting. Also, would like to include the pond information at the next meeting.

Motion by Corinne Benson, second by Tr. Olson, to refer the item to the February meeting.

Vote: 5 ayes, 0 nays. Motion carried.

8. Review of Georgetown Drive Reconstruction Project Special Assessment.

Brian Kober commented that this is the final assessment report for the project. Total cost of the project was \$619,003.10. The Base Bid was \$619,153.10. The special assessment amount is \$8,528.60.

Motion by Tr. Olson, second by Corinne Benson to Recommend the Village Board proceed with the assessments as presented for the Georgetown Drive Reconstruction Project.

Vote: 5 ayes, 0 nays. Motion carried.

9. Review of Jackson Drive Reconstruction Project Special Assessment.

Brian Kober commented that this is the final assessment report for the project. Total cost of the project was \$123,928.02. The Base Bid was \$129,674.35. The special assessment amount is \$111,925.42.

Motion by Brian Heckendorf, second by Tr. Mittelsteadt to Recommend the Village Board proceed with the assessments as presented for the Jackson Drive Reconstruction Project.

Vote: 5 ayes, 0 nays. Motion carried.

10. Wilshire Drive Reconstruction Project update.

Brian Kober presented an update on the Wilshire Drive Reconstruction Project Update. He noted that there is a grant for the project in the amount of \$40,662.69. This will pay for a portion of the engineering design and construction. He noted conflict with one of the light poles, and the Village has the opportunity to replace the light poles with Village owned poles. This is for beautification of the subdivision and would match other subdivisions. Pricing for the street light installation will be brought to a future meeting for discussion. The plans will be finished next month and go out to bid the second week in March. The Bid opening is on March 22nd and the Board of Public Works will review the bids at the March 29th meeting. There would be an informal information meeting before the March 29th meeting.

11. Review of 2016 Spring Clean Up Day and Yard Waste / Brush Pick Up Schedule.

Brian Kober presented his memo in regards to the 2016 Spring Clean Up Day and Yard Waste / Brush Pick Up Schedule.

Motion by Tr. Lippold, second by Tr. Olson to approve the 2016 Spring Clean Up Day and Yard Waste / Brush Pick Up Schedule.

Vote: 5 ayes, 0 nays. Motion carried.

12. Director of Public Works Report.

Brian Kober reviewed the Public Works Report.

Motion by Tr. Lippold, second by Corinne Benson to place the report on file.

Vote: 5 ayes, 0 nays. Motion carried.

13. Citizens/Village Staff to address the Board.

None.

14. Adjourn.

Motion by Tr. Mittelsteadt, second by Corinne Benson to adjourn at 9:06 p.m.

Vote: 5 ayes, 0 nays. Motion carried.

Respectfully submitted by: Deanna L. Boldrey, Village Clerk-Treasurer

Ordinances for Construction Site Erosion and Sediment Control and Post-Construction Storm Water Management

CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL ORDINANCE

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MODEL CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL ORDINANCE

AN ORDINANCE TO CREATE CHAPTER 24 OF THE CODE OF THE VILLAGE OF JACKSON RELATING TO THE CONTROL OF CONSTRUCTION SITE EROSION AND SEDIMENTATION RESULTING FROM LAND DISTURBING CONSTRUCTION ACTIVITIES

Comment [TN1]: Ordinance set up to be added to the Village Code as Chapter 24, rather than a modification of Chapter 15 where existing erosion control ordinances exist. This can be renumbered as requested.

FOREWORD.

Use of this ordinance will foster consistent, statewide application of the construction site performance standards for new development and redevelopment contained in subchapters III and IV of ch. NR 151, Wis. Adm. Code.

The Village Board of the Village of Jackson does hereby ordain that Chapter 24 of the code of the Village of Jackson is created to read as follows:

[CHAPTER 24.00]

CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL

S. 01 AUTHORITY.

- (1) This ordinance is adopted under the authority granted by s. 61.354, Wis. Stats. This ordinance supersedes all provisions of an ordinance previously enacted under s. 61.35, Wis. Stats., that relate to construction site erosion control. Except as otherwise specified in s. 61.354, Wis. Stats., s. 61.35, Wis. Stats., applies to this ordinance and to any amendments to this ordinance.
- (2) The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the same governing body.
- (3) The Village Board hereby designates the Village Engineer to administer and enforce the provisions of this ordinance.
- (4) The requirements of this ordinance do not pre-empt more stringent erosion and sediment control requirements that may be imposed by any of the following:
 - (a) Wisconsin Department of Natural Resources administrative rules, permits or approvals, including those authorized under ss. 281.16 and 283.33, Wis. Stats.
 - (b) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under s. NR 151.004, Wis. Adm. Code.

S. 02 FINDINGS OF FACT.

The Village Board acknowledges that runoff from land disturbing construction activity carries a significant amount of sediment and other pollutants to the waters of the state in Village of Jackson.

S. 03 PURPOSE.

It is the purpose of this ordinance to maintain safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion and sediment discharge; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land disturbing construction activity to waters of the state in the Village of Jackson.

S. 04 APPLICABILITY AND JURISDICTION.

(1) **APPLICABILITY.**

- (a) Except as provided under par. (b), this ordinance applies to any construction site as defined under S. 05 (6).
- (b) This ordinance does not apply to the following:
 - 1. Transportation facilities, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development.
 - 2. A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under chapter 40, Code of Federal Regulations, part 122, for land disturbing construction activity.
 - 3. Nonpoint discharges from agricultural facilities and practices.
 - 4. Nonpoint discharges from silviculture activities.
 - 5. Routine maintenance for project sites that have less than 5 acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.
- (c) Notwithstanding the applicability requirements in par. (a), this ordinance applies to construction sites of any size that, as determined by the Village Engineer, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or

receiving body of water, that causes undue channel erosion, or that increases water pollution by scouring or transporting of particulate.

(2) **JURISDICTION.**

This ordinance applies to land disturbing construction activity on lands within the boundaries and jurisdiction of the [name of municipality];

or

land disturbing construction activities on lands within the boundaries and jurisdiction of the [name of municipality] Village of Jackson, as well as the extraterritorial division of land subject to an ordinance enacted pursuant to s. 236.45 (2) and (3), Wis. Stats.;

or

land disturbing construction activities on lands within the boundaries and jurisdiction of the [name of municipality], as well as all lands located within the extraterritorial plat approval jurisdiction of [name of municipality], even if plat approval is not involved].

Note to Users: These options differ in the amount of land area covered by this ordinance and may have ramifications for enforcement authority. For counties, the first option is the only option since counties do not have extraterritorial authority. Under s. 59.693 (10), Wis. Stats., if a county ordinance exists at the time of annexation, then the municipal ordinance must be at least as restrictive as the county ordinance.

(3) **EXCLUSIONS.**

This ordinance is not applicable to activities conducted by a state agency, as defined under s. 227.01 (1), Wis. Stats.

S. 05 DEFINITIONS.

- (1) "Administering authority" means a governmental employee, or a regional planning commission empowered under s. 61.354, Wis. Stats., that is designated by the Village Board to administer this ordinance.
- (2) "Agricultural facilities and practices" has the meaning in s. 281.16 (1), Wis. Stats.
- (3) "Best management practice" or "BMP" means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.
- (4) "Business day" means a day the office of the Village Engineer is routinely and customarily open for business.
- (5) "Cease and desist order" means a court-issued order to halt land disturbing construction activity

Comment [TN2]: Confirm with Jackson the desired jurisdiction, only 1 of 3 definitions should be included in ordinance. Second or third definition may be most appropriate. Decision on jurisdiction may impact definitions (8) and (11)

that is being conducted without the required permit or in violation of a permit issued by the Village Engineer.

- (6) "Construction site" means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A long-range planning document that describes separate construction projects, such as a 20-year transportation improvement plan, is not a common plan of development.
- (7) "Design Storm" means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.
- (8) "Division of land" means the creation from one parcel of ~~number~~ five or more parcels or building sites of ~~number~~ one and one half or fewer acres each in area where such creation occurs at one time or through the successive partition within a 5-year period.
Note to Users: This definition is only needed depending on the type of jurisdiction selected under S. 04 (2) above.
- (9) "Erosion" means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.
- (10) "Erosion and sediment control plan" means a comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.
- (11) "Extraterritorial" means the unincorporated area within 3 miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.
- (12) "Final stabilization" means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70 percent of the cover for the unpaved areas and areas not covered by permanent structures or that employ equivalent permanent stabilization measures.
- (13) "Governing body" means town board of supervisors, county board of supervisors, city council, village board of trustees or village council.
- (14) "Land disturbing construction activity" means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.
- (15) "Landowner" means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.
- (16) "Maximum extent practicable" means the highest level of performance that is achievable but is

Comment [TN3]: Definition from Chapter 15.00 "subdivision". Confirm with Jackson the number of parcels and size of parcels are the correct number.

Definition also exists for "minor subdivision" in Chapter 15.

Confirm which definition is appropriate.

not equivalent to a performance standard identified in this ordinance as determined in accordance with S. 055 of this ordinance.

- (17) "Performance standard" means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.
- (18) "Permit" means a written authorization made by the Village Engineer to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.
- (19) "Pollutant" has the meaning given in s. 283.01 (13), Wis. Stats.
- (20) "Pollution" has the meaning given in s. 281.01 (10), Wis. Stats.
- (21) "Responsible party" means the landowner or any other entity performing services to meet the requirements of this ordinance through a contract or other agreement.
- (22) "Runoff" means storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.
- (23) "Sediment" means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.
- (24) "Silviculture activity" means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.
- (25) "Site" means the entire area included in the legal description of the land on which the land disturbing construction activity is proposed in the permit application.
- (26) "Stop work order" means an order issued by the Village Engineer which requires that all construction activity on the site be stopped.
- (27) "Technical standard" means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.
- (28) "Transportation facility" means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under s. 85.095 (1)(b), Wis. Stats. "Transportation facility" does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to s. 281.33, Wis. Stats.
- (29) "Waters of the state" includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

S. 055 APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE.

Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrates to the Village Engineer's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a

performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

S. 06 TECHNICAL STANDARDS.

All BMPs required for compliance with this ordinance shall meet design criteria, standards and specifications based on any of the following:

- (1) Design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under subchapter V of chapter NR 151, Wis. Adm. Code.
- (2) Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.

***Note to Permittees:** The USLE and its successors RUSLE and RUSLE2, utilize an R factor which has been developed to estimate annual soil erosion, averaged over extended time periods. The R factor can be modified to estimate monthly and single-storm erosion.*

- (3) Technical standards and methods approved by the Village Engineer.

S. 07 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES UNDER ONE ACRE 4000 SQUARE FEET.

- (1) RESPONSIBLE PARTY. The responsible party shall comply with this section.
- (2) EROSION AND SEDIMENT CONTROL PRACTICES. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
 - (a) The deposition of soil from being tracked onto streets by vehicles.
 - (b) The discharge of sediment from disturbed areas into on-site storm water inlets.
 - (c) The discharge of sediment from disturbed areas into adjacent waters of the state.
 - (d) The discharge of sediment from drainage ways that flow off the site.

Comment [TN4]: Section 15.06 E (3) Applicability appears to indicate erosion control plan is necessary for land disturbing activities greater than 4000 square feet.

This is substantially more stringent than required by WDNR. Confirm with Jackson that this is the point they want to require erosion control plan submittal.

- (e) The discharge of sediment by dewatering activities.
- (f) The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
- (g) The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period.
However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.

(3) LOCATION. The BMPs shall be located so that treatment occurs before runoff enters waters of the state.

(4) IMPLEMENTATION. The BMPs used to comply with this section shall be implemented as follows:

- (a) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin.
- (b) Erosion and sediment control practices shall be maintained until final stabilization.
- (c) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
- (d) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
- (e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

S. 08 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES OF ONE ACRE 4000 SQUARE FEET OR MORE.

- (1) RESPONSIBLE PARTY. The responsible party shall comply with this section and implement the erosion and sediment control plan developed in accordance with S. 10.
- (2) EROSION AND SEDIMENT CONTROL PLAN. A written site-specific erosion and sediment control plan shall be developed in accordance with S. 10 of this ordinance and implemented for each construction site.
- (3) EROSION AND OTHER POLLUTANT CONTROL REQUIREMENTS. The erosion and sediment control plan required under sub. (2) shall include the following:
 - (a) EROSION AND SEDIMENT CONTROL PRACTICES. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
 - 1. The deposition of soil from being tracked onto streets by vehicles.

Comment [TN5]: See comment above in section S.07.
Confirm with Jackson 4000 square feet is the correct land disturbing area for requiring erosion control plan.

2. The discharge of sediment from disturbed areas into on-site storm water inlets.
3. The discharge of sediment from disturbed areas into adjacent waters of the state.
4. The discharge of sediment from drainage ways that flow off the site.
5. The discharge of sediment by dewatering activities.
6. The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
7. The discharge of sediment from erosive flows at outlets and in downstream channels.
8. The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
9. The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.

(b) **SEDIMENT PERFORMANCE STANDARDS.** In addition to the erosion and sediment control practices under par. (a), the following erosion and sediment control practices shall be employed:

1. BMPs that, by design, discharge no more than 5 tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.
2. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this paragraph. Credit may be given toward meeting the sediment performance standard of this paragraph for limiting the duration or area, or both, of land disturbing construction activity, or for other appropriate mechanisms.
3. Notwithstanding subd. 1., if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.

(c) **PREVENTIVE MEASURES.** The erosion and sediment control plan shall incorporate all of the following:

1. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.

2. Minimization of soil compaction and preservation of topsoil.
3. Minimization of land disturbing construction activity on slopes of 20 percent or more.
4. Development of spill prevention and response procedures.

(d) LOCATION. The BMPs used to comply with this section shall be located so that treatment occurs before runoff enters waters of the state.

(4) IMPLEMENTATION. The BMPs used to comply with this section shall be implemented as follows:

- (a) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin in accordance with the erosion and sediment control plan developed in S. 08 (2).
- (b) Erosion and sediment control practices shall be maintained until final stabilization.
- (c) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
- (d) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
- (e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

S. 09 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.

(1) PERMIT REQUIRED. No responsible party may commence a land disturbing construction activity subject to this ordinance without receiving prior approval of an erosion and sediment control plan for the site and a permit from the Village Engineer.

(2) PERMIT APPLICATION AND FEES. The responsible party that will undertake a land disturbing construction activity subject to this ordinance shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of S. 10, and shall pay an application fee to the Village Engineer in the amount specified in S. 11. By submitting an application, the applicant is authorizing the Village Engineer to enter the site to obtain information required for the review of the erosion and sediment control plan.

(3) **PERMIT APPLICATION REVIEW AND APPROVAL.** The Village Engineer shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:

Comment [TN6]: From 15.06 E 4 (e) 5 (f) 3 Review of Control Plan
Confirm with Jackson the review periods should be in reference to the planning commission meeting.

(a) Applications, control plans, and control plan statements shall be submitted to the Village at least twenty-one (21) days in advance of the Planning Commission meeting at which action is expected.

(b) Within three (3) days of receipt of the application, a copy thereof together with a copy of the control plan for activities covering more than one (1) acre shall be delivered to the Village Engineer for initial review. Within three (3) days of the Village receipt of the application, a copy thereof together with a copy of the control plan statement for activities covering less than one (1) acre, shall be delivered to the Village Building Inspector for initial review. If the Village Engineer or Village Building Inspector finds the application or control plan or statement to be lacking necessary information or not in compliance with this Code, the applicant shall be notified of the inadequacy as soon as practical after review.

Comment [TN7]: Is the requirement for erosion control plan 1 acre or 4000 square feet? Make sure this is consistent with S.07 and S.08.

(c) All initial reviews shall be filed with the Village seven (7) days in advance of the Planning Commission meeting, along with the application and control plans or control plan statements.

(a)(d) Within [number]45 business days of the receipt of a complete permit application filing deadline for the application, control plan, or control plan statement and fee for the Planning Commission meeting, as required by sub. (2), the Village Engineer shall inform the applicant whether the application and erosion and sediment control plan are approved or disapproved based on the requirements of this ordinance.

(b)(e) If the permit application and erosion and sediment control plan are approved, the Village Engineer shall issue the permit.

(e)(f) If the permit application or erosion and sediment control plan is disapproved, the Village Engineer shall state in writing the reasons for disapproval.

(d)(g) The Village Engineer may request additional information from the applicant. If additional information is submitted, the Village Engineer shall have [number] business45 days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.

(e)(h) Failure by the Village Engineer to inform the permit applicant of a decision within [number] business45 days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.

(4) SURETY BOND. As a condition of approval and issuance of the permit, the Village Engineer may require the applicant to deposit a surety bond or irrevocable letter of credit to guarantee a good faith execution of the approved erosion and sediment control plan and any permit conditions.

- (5) **PERMIT REQUIREMENTS.** All permits shall require the responsible party to:
- (a) Notify the Village Engineer 48 hour in advance of commencing any land disturbing construction activity.
 - (b) Notify the Village Engineer of completion of any BMPs within 14 days after their installation.
 - (c) Obtain permission in writing from the Village Engineer prior to any modification pursuant to S. 10 (3) of the erosion and sediment control plan.
 - (d) Install all BMPs as identified in the approved erosion and sediment control plan.
 - (e) Maintain all road drainage systems, storm water drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.
 - (f) Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities and document repairs in a site inspection log.
 - (g) Inspect the BMPs within 24 hours after each rain of 0.5 inches or more which results in runoff during active construction periods, and at least once each week. Make needed repairs and install additional BMPs as necessary, and document these activities in an inspection log that also includes the date of inspection, the name of the person conducting the inspection, and a description of the present phase of the construction at the site.
 - (h) Allow the [administering authority] to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan. Keep a copy of the erosion and sediment control plan at the construction site.
- (6) **PERMIT CONDITIONS.** Permits issued under this section may include conditions established by Village Engineer in addition to the requirements set forth in sub. (5), where needed to assure compliance with the performance standards in S. 07 or S. 08.
- (7) **PERMIT DURATION.** Permits issued under this section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The Village Engineer may grant one or more extensions not to exceed 180 days cumulatively. The Village Engineer may require additional BMPs as a condition of an extension if they are necessary to meet the requirements of this ordinance.
- (8) **MAINTENANCE.** The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this ordinance until the site has undergone final stabilization.

S. 10 EROSION AND SEDIMENT CONTROL PLAN, STATEMENT AND AMENDMENTS.

- (1) EROSION AND SEDIMENT CONTROL PLAN STATEMENT. For each construction site identified under S. 04 (1)(c), an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the Village Engineer. The erosion and sediment control plan statement shall briefly describe the site, the development schedule, and the BMPs that will be used to meet the requirements of the ordinance. A site map shall also accompany the erosion and sediment control plan statement.
- (2) EROSION AND SEDIMENT CONTROL PLAN REQUIREMENTS.
- (a) An erosion and sediment control plan shall be prepared and submitted to the Village Engineer.
 - (b) The erosion and sediment control plan shall be designed to meet the performance standards in S. 07, S. 08 and other requirements of this ordinance.
 - (c) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:
 - 1. Name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates for construction.
 - 2. Description of the construction site and the nature of the land disturbing construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5 minute series topographic map.
 - 3. Description of the intended sequence of major land disturbing construction activities for major portions of the construction site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.
 - 4. Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land disturbing construction activities.
 - 5. Calculations to show the compliance with the performance standard in S. 08 (3)(b)1.
 - 6. Existing data describing the surface soil as well as subsoils.

7. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.
 8. Name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic maps.
- (d) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five feet.
1. Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year flood plains, flood fringes and floodways shall also be shown. Location of predominant soil types shall also be shown.
 2. Boundaries of the construction site.
 3. Drainage patterns and approximate slopes anticipated after major grading activities.
 4. Areas of soil disturbance.
 5. Location of major structural and non-structural controls identified in the erosion and sediment control plan.
 6. Location of areas where stabilization BMPs will be employed.
 7. Areas which will be vegetated following land disturbing construction activities.
 8. Area(s) and location(s) of wetland on the construction site, and locations where storm water is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
 9. Areas(s) used for infiltration of post-construction storm water runoff.
 10. An alphanumeric or equivalent grid overlying the entire construction site map.
- (e) Each erosion and sediment control plan shall include a description of appropriate control BMPs that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the state. The erosion and sediment control plan shall clearly describe the appropriate erosion and sediment control BMPs for each major land disturbing construction activity and the timing during the period of land disturbing construction activity that the erosion and sediment control BMPs will be implemented. The description of erosion and sediment control BMPs shall include, when appropriate, the following minimum requirements:
1. Description of interim and permanent stabilization practices, including a BMP implementation schedule. The erosion and sediment control plan shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.

2. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the [administering authority], structural measures shall be installed on upland soils.
 3. Management of overland flow at all areas of the construction site, unless otherwise controlled by outfall controls.
 4. Trapping of sediment in channelized flow.
 5. Staging land disturbing construction activities to limit exposed soil areas subject to erosion.
 6. Protection of downslope drainage inlets where they occur.
 7. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
 8. Clean up of off-site sediment deposits.
 9. Proper disposal of building and waste material.
 10. Stabilization of drainage ways.
 11. Installation of permanent stabilization practices as soon as possible after final grading.
 12. Minimization of dust to the maximum extent practicable.
- (f) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.
- (3) EROSION AND SEDIMENT CONTROL PLAN AMENDMENTS. The applicant shall amend the erosion and sediment control plan if any of the following occur:
- (a) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the erosion and sediment control plan.
 - (b) The actions required by the erosion and sediment control plan fail to reduce the impacts of pollutants carried by construction site runoff.
 - (c) The Village Engineer notifies the applicant of changes needed in the erosion and sediment control plan.

S. 11 FEE SCHEDULE.

The fees referred to in other sections of this ordinance shall be established by the Village Engineer and may from time to time be modified by resolution. A schedule of the fees established by the Village Engineer shall be available for review in [location].

Comment [TN8]: Where is a schedule of fees located?

15.07 K refers to Erosion Control Fee but not amount or location of fee schedule

S. 12 INSPECTION.

If land disturbing construction activities are occurring without a permit required by this ordinance, the Village Engineer may enter the land pursuant to the provisions of ss. 66.0119 (1), (2), and (3), Wis. Stats.

S. 13 ENFORCEMENT.

- (1) The [administering authority] may post a stop work order if any of the following occurs:
- (a) Land disturbing construction activity regulated under this ordinance is occurring without a permit.
 - (b) The erosion and sediment control plan is not being implemented in good faith.
 - (c) The conditions of the permit are not being met.

***Note to Permittees:** The Village Engineer should inspect any construction site that holds a permit under this chapter at least once a month between March 1 and October 31, and at least 2 times between November 1 and February 28 to ensure compliance with the approved erosion and sediment control plan.*

- (2) If the responsible party does not cease activity as required in a stop work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the Village Engineer may revoke the permit.
- (3) If the responsible party, where no permit has been issued or the permit has been revoked, does not cease the activity after being notified by the Village Engineer, or if a responsible party violates a stop work order posted under sub. (1), the Village Engineer may request the village attorney to obtain a cease and desist order in any court with jurisdiction.
- (4) The Village Engineer may retract the stop work order issued under sub. (1) or the permit revocation under sub. (2).
- (5) After posting a stop work order under sub. (1), the Village Engineer may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this ordinance. The Village Engineer may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the Village Engineer, plus interest at

the rate authorized by Village Engineer shall be billed to the responsible party. In the event a responsible party fails to pay the amount due, the clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to subch. VII of ch. 66, Wis. Stats.

- (6) Any person violating any of the provisions of this ordinance shall be subject to a forfeiture of not less than [amount] nor more than [amount] and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.
- (7) Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.

Comment [TN9]: 15.06 E 4 (e) 5 (f) 4 (g) 6 does not state a specific amount, rather "as set forth by resolution". Consult Jackson on specific amount or changing language to match existing language.

S. 14 APPEALS.

- (1) **BOARD OF APPEALS.** The board of appeals created pursuant to section 1.04 D of the village's ordinance pursuant to s. 61.354 (4)(b), Wis. Stats.:
- (a) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the Village Engineer in administering this ordinance except for cease and desist orders obtained under S. 13 (3).
 - (b) May authorize, upon appeal, variances from the provisions of this ordinance which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship; and
 - (c) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.
- (2) **WHO MAY APPEAL.** Appeals to the board of appeals may be taken by any aggrieved person or by any office, department, board, or bureau of the Village of Jackson affected by any decision of the Village Engineer.

S. 15 SEVERABILITY.

If a court of competent jurisdiction judges any section, clause, provision or portion of this ordinance unconstitutional or invalid, the remainder of the ordinance shall remain in force and not be affected by such judgment.

S. 16 EFFECTIVE DATE.

This ordinance shall be in force and effect from and after its adoption and publication. The above and foregoing ordinance was duly adopted by the Village Board of the Village of Jackson on the [number] day of [month], [year].

Comment [TN10]: Updated with correct date

Approved: _____

Attested: _____

Published on [day, month, and year].

Chapter 26. - **ILLCIT DISCHARGE PROHIBITION AND DISCONNECTION**

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S. 01 AUTHORITY.

- (1) This ordinance is adopted under the authority granted by s. 61.354, Wis. Stats. This ordinance supersedes all provisions of an ordinance previously enacted under s 61.35, Wis. Stats., that relate to illicit discharge prohibition and disconnection. Except as otherwise specified in s. 61.354,], Wis. Stats., s61.35, Wis. Stats., applies to this ordinance and to any amendments to this ordinance.
- (2) The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the same governing body.
- (3) The Village Board hereby designates the Village Engineer to administer and enforce the provisions of this ordinance.

Comment [TN1]: No WDNR model ordinance exists for Illicit Discharge. Used Mequon ordinance as base. Authority, Findings of Fact, appeals, severability, and effective date borrowed from WDNR model ordinance to create standalone section

Illicit discharge ordinance is required for an MS4 community under NR216.07(3)(a) and WPDES permit condition 2.3.1

- (4) The requirements of this ordinance do not pre-empt more stringent illicit discharge prohibition and disconnection requirements that may be imposed by any other lawful regulatory power.

S. 02 FINDINGS OF FACT.

The Village Board acknowledges that illicit discharges have potential to deteriorate water quality of waters of the state in the Village of Jackson.

S.03. - PURPOSE.

The purpose of this article is to establish methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the national pollutant discharge elimination system (NPDES) permit process.

S.04 - APPLICABILITY OF ARTICLE.

This section shall apply to all water entering the MS4 generated on any developed and undeveloped lands unless explicitly exempted by the village engineer.

S.05 - RESPONSIBILITY FOR ADMINISTRATION.

The Village engineer shall administer, implement, and enforce the provisions of this section. Any powers granted or duties imposed upon may be delegated to persons or entities acting in the beneficial interest of or in the employ of the village.

S.06 - ILLICIT DISCHARGE PROHIBITIONS.

- (a) No person shall discharge or cause to be discharged into the MS4 or watercourses any materials, including but not limited, to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.
- (b) Exemptions. The commencement, conduct or continuance of any illegal discharge to the MS4 is prohibited except as described as follows:
- (1) The following discharges are exempt from discharge prohibitions established by this section: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, discharges from potable water sources, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools (if dechlorinated - typically less than one PPM chlorine), firefighting activities, and any other water source not containing Pollutants.
 - (2) Discharges specified in writing by the village as being necessary to protect public health and safety.
 - (3) Dye testing is an allowable discharge, but requires a verbal notification to the Village prior to the time of the test.
 - (4) The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the

authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

S.07 - ILLICIT CONNECTION PROHIBITIONS.

The construction, use, maintenance, or continued existence of illicit connections to the MS4 is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

S.08 - SUSPENSION OF MS4 ACCESS.

- (a) Suspension due to illicit discharges in emergency situations. The village may, without prior notice, immediately suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, to the health or welfare of persons, or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the village may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.
- (b) Suspension due to the detection of illicit discharge. Any person discharging to the MS4 in violation of this section may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The village will notify a violator of the proposed termination of its MS4 access. The violator has a maximum of 72 hours (or less if the village engineer believes necessary) from written notification to correct the illicit discharge before access is terminated.

Comment [TN2]: Verify duration with Jackson.

WPDES permit requires the illicit connection to be removed within 30 days or notify the WDNR to discuss appropriate action and timeframe.

S.09 - MONITORING OF DISCHARGES.

- (a) The village (or appointed representative) shall be permitted to enter and inspect facilities subject to regulation under this section as often as may be necessary to determine compliance with this section.
- (b) Facility operators shall allow the village (or appointed representative) ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
- (c) Unreasonable delays in allowing the village (or appointed representative) access to a permitted facility is a violation of a storm water discharge permit and of this section. A person who is the operator of a facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the village (or appointed representative) reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this section.
- (d) If the village (or appointed representative) has been refused access to any part of the premises from which storm water is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this section, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this section or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the village may seek issuance of a search warrant from any court of competent jurisdiction.

S.10 - REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORM WATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES.

The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the MS4 or watercourses through the use of structural and non-structural BMPs. Further, any person responsible for a property or premise, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4.

S.11 - WATERCOURSE PROTECTION.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Comment [TN3]: This section is not required by WPDES permit or NR 216, but it is included by Mequon. Consult Jackson if should be included or removed.

S.12 - NOTIFICATION OF SPILLS.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. said person, shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the village in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the village within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. If the spill threatens waters of the state, the spill hotline should be notified at 1-800-943-0003.

S.13 - NOTICE OF ILLICIT DISCHARGE/CONNECTION VIOLATION.

- (a) Whenever the Village of Jackson finds that a person (or entity) has violated a prohibition or failed to meet a requirement of this section, the village may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:
 - (1) The performance of monitoring, analyses, and reporting;
 - (2) The elimination of illicit connections or discharges;
 - (3) That violating discharges, practices, or operations shall immediately cease and desist;
 - (4) The immediate abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
 - (5) The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed within 72 hours of notification. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

Comment [TN4]: Verify duration with Jackson. As above, WPDES permit requires the illicit connection to be removed within 30 days or notify the WDNR to discuss appropriate action and timeframe.

(b) Any person violating any of the provisions of this section shall be subject to a forfeiture as provided in chapter 2 of this Code of Ordinances, and the village may recover all attorneys' fees, court costs, and other expenses associated with enforcement of this section, including sampling and monitoring expenses. Each day a violation exists shall constitute a separate offense.

S. 15 APPEALS.

- (1) **BOARD OF APPEALS.** The board of appeals, created pursuant to section 1.04D of the Village of Jackson ordinances pursuant to s. 61.354 (4)(b), Wis. Stats., shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the Village Engineer in administering this ordinance. The board shall also use the rules, procedures, duties, and powers authorized by statute in hearing and deciding appeals. Upon appeal, the board may authorize variances from the provisions of this ordinance that are not contrary to the public interest, and where owing to special conditions a literal enforcement of the ordinance will result in unnecessary hardship.
- (2) **WHO MAY APPEAL.** Appeals to the board of appeals may be taken by any aggrieved person or by an officer, department, board, or bureau of the Village of Jackson affected by any decision of the Village Engineer.

S. 16 SEVERABILITY.

If any section, clause, provision or portion of this ordinance is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall remain in force and not be affected by such judgment.

S. 17 EFFECTIVE DATE.

This ordinance shall be in force and effect from and after its adoption and publication. The above and foregoing ordinance was duly adopted by the Village Board of the Village of Jackson on the [number] day of [month], [year].

Comment [TN5]: Add date when known.

Approved: _____
Attested: _____
Published on [day, month, year].

POST-CONSTRUCTION STORM WATER MANAGEMENT ORDINANCE

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POST-CONSTRUCTION STORM WATER MANAGEMENT ORDINANCE

AN ORDINANCE TO CREATE CHAPTER 25 OF THE CODE OF THE VILLAGE OF JACKSON RELATING TO THE CONTROL OF POST-CONSTRUCTION RUNOFF

Comment [TN1]: Ordinance set up to be added to the Village Code as Chapter 25. This can be renumbered as requested.

FOREWORD.

The intent of this ordinance is to reduce the discharge of pollutants carried in storm water runoff to waters of the state. Use of this ordinance by municipalities will foster the consistent, statewide application of post-construction performance standards for new development and redevelopment contained in subchapters III and IV of chapter NR 151, Wis. Adm. Code.

The Village Board of the Village of Jackson does hereby ordain that Chapter 25 of the code of the Village of Jackson is created to read as follows:

[CHAPTER 25.00]

POST-CONSTRUCTION STORM WATER MANAGEMENT

S. 01 AUTHORITY.

- (1) This ordinance is adopted by the Village Board under the authority granted by s. 61.354, Wis. Stats. This ordinance supersedes all provisions of an ordinance previously enacted under s. 61.35, Wis. Stats., that relate to storm water management regulations. Except as otherwise specified in s. 61.354, Wis. Stats., s. 61.35, Wis. Stats., applies to this ordinance and to any amendments to this ordinance.
- (2) The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the same governing body.
- (3) The Village Board hereby designates the Village Engineer to administer and enforce the provisions of this ordinance.
- (4) The requirements of this ordinance do not pre-empt more stringent storm water management requirements that may be imposed by any of the following:
 - (a) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under ss. 281.16 and 283.33, Wis. Stats.

- (b) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under s. NR 151.004, Wis. Adm. Code.

S. 02 FINDINGS OF FACT.

The Village Board acknowledges that uncontrolled, post-construction runoff has a significant impact upon water resources and the health, safety and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

- (1) Degrade physical stream habitat by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature.
- (2) Diminish the capacity of lakes and streams to support fish, aquatic life, recreational and water supply uses by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens and other urban pollutants.
- (3) Alter wetland communities by changing wetland hydrology and by increasing pollutant loads.
- (4) Reduce the quality of groundwater by increasing pollutant loading.
- (5) Threaten public health, safety, property and general welfare by overtaxing storm sewers, drainage ways, and other minor drainage facilities.

S. 03 PURPOSE AND INTENT.

- (1) **PURPOSE.** The general purpose of this ordinance is to establish long-term, post-construction runoff management requirements that will diminish the threats to public health, safety, welfare and the aquatic environment. Specific purposes are to:
 - (a) Further the maintenance of safe and healthful conditions.
 - (b) Prevent and control the adverse effects of storm water; prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.
 - (c) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; and control increases in the scouring and transportation of particulate matter.
 - (d) Minimize the amount of pollutants discharged from the separate storm sewer to protect the waters of the state.
- (2) **INTENT.** It is the intent of the Village Board that this ordinance regulates post-construction storm water discharges to waters of the state. This ordinance may be applied on a site-by-site basis.

The Village Board recognizes, however, that the preferred method of achieving the storm water performance standards set forth in this ordinance is through the preparation and implementation of comprehensive, systems-level storm water management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional storm water devices, practices or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the state. Where such plans are in conformance with the performance standards developed under s. 281.16, Wis. Stats., for regional storm water management measures and have been approved by the Village Board, it is the intent of this ordinance that the approved storm water management plan be used to identify post-construction management measures acceptable for the community.

S. 04 APPLICABILITY AND JURISDICTION.

(1) APPLICABILITY.

- (a) Except as provided under par. (b), this ordinance applies to a post-construction site whereupon one acre or more of land disturbing construction activity occurs during construction.
- (b) A site that meets any of the criteria in this paragraph is exempt from the requirements of this ordinance:
 - 1. A post-construction site with less than ten percent connected imperviousness, based on the area of land disturbance, provided the cumulative area of all impervious surfaces is less than one acre. However, the exemption of this paragraph does not include exemption from the protective area standard of this ordinance.
 - 2. Agricultural facilities and practices.
 - 3. Underground utility construction, but not including the construction of any above ground structures associated with utility construction.
- (c) Notwithstanding the applicability requirements in par. (a), this ordinance applies to post-construction sites of any size that, as determined by the Village Engineer, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, causes undue channel erosion, or increases water pollution by scouring or the transportation of particulate matter.

(2) JURISDICTION.

This ordinance applies to [post construction sites within the boundaries and jurisdiction of the [name of the municipality]:

or

Comment [TN2]: Confirm with Jackson the desired jurisdiction, only 1 of 3 definitions should be included in ordinance. Second or third definition may be most appropriate. Decision on jurisdiction may impact definitions (8) and (11)

post construction sites within the boundaries and jurisdiction of the [name of municipality], as well as the extraterritorial division of land subject to an ordinance enacted pursuant to s. 236.45 (2) and (3), Wis. Stats.;

or

post construction sites within the boundaries and jurisdiction of the [name of the municipality], as well as all lands located within the extraterritorial plat approval jurisdiction of the [name of municipality], even if plat approval is not involved].

Note to Users: *These options differ in the amount of land area covered by this ordinance and may have ramifications for enforcement authority. For counties, the first option will be the only option since counties do not have extraterritorial authority. Under s. 59.693 (10), Wis. Stats., if a county storm water management ordinance exists at the time of annexation, then the municipal ordinance must be at least as restrictive as the county ordinance.*

(3) EXCLUSIONS.

This ordinance is not applicable to activities conducted by a state agency, as defined under s. 227.01 (1), Wis. Stats.

S. 05 DEFINITIONS.

- (1) "Adequate sod, or self-sustaining vegetative cover" means maintenance of sufficient vegetation types and densities such that the physical integrity of the streambank or lakeshore is preserved. Self-sustaining vegetative cover includes grasses, forbs, sedges and duff layers of fallen leaves and woody debris.
- (2) "Administering authority" means a governmental employee, or a regional planning commission empowered under s. 61.354 Wis. Stats., that is designated by the Village Board to administer this ordinance.
- (3) "Agricultural facilities and practices" has the meaning given in s. 281.16 (1), Wis. Stats.
- (4) "Atlas 14" means the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation-Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.
- (5) "Average annual rainfall" means a typical calendar year of precipitation as determined by the Wisconsin Department of Natural Resources for users of models such as WinSLAMM, P8 or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the municipality.

- (6) "Best management practice" or "BMP" means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.
- (7) "Business day" means a day the office of the Village Engineer is routinely and customarily open for business.
- (8) "Cease and desist order" means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the Village Engineer.
- (9) "Combined sewer system" means a system for conveying both sanitary sewage and storm water runoff.
- (10) "Connected imperviousness" means an impervious surface connected to the waters of the state via a separate storm sewer, an impervious flow path, or a minimally pervious flow path.
- (11) "Design storm" means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.
- (12) "Development" means residential, commercial, industrial or institutional land uses and associated roads.
- (13) "Direct conduits to groundwater" means wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, non-metallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.
- (14) "Division of land" means the creation from one parcel of ~~number~~ five or more parcels or building sites of ~~number~~ one and one half or fewer acres each in area where such creation occurs at one time or through the successive partition within a 5-year period.
Note to Users: This definition is only needed depending on the type of jurisdiction selected under S. 04 (2) above.
- (15) "Effective infiltration area" means the area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.
- (16) "Erosion" means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.
- (17) "Exceptional resource waters" means waters listed in s. NR 102.11, Wis. Adm. Code.
- (18) "Extraterritorial" means the unincorporated area within three miles of the corporate limits of a first, second, or third class city, or within one and a half miles of a fourth class city or village.
- (19) "Filtering layer" means soil that has at least a 3-foot deep layer with at least 20 percent fines; or at least a 5-foot deep layer with at least 10 percent fines; or an engineered soil with an equivalent level of protection as determined by the regulatory authority for the site.
- (20) "Final stabilization" means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a

Comment [TN3]: Definition from Chapter 15.00 "subdivision"
 Definition also exists for "minor subdivision"
 Confirm which definition is appropriate.

density of at least 70 percent of the cover for the unpaved areas and areas not covered by permanent structures or that employ equivalent permanent stabilization measures.

- (21) "Financial guarantee" means a performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the Village Engineer by the responsible party to assure that requirements of the ordinance are carried out in compliance with the storm water management plan.
- (22) "Governing body" means town board of supervisors, county board of supervisors, city council, village board of trustees or village council.
- (23) "Impervious surface" means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, gravel or paved parking lots and streets are examples of areas that typically are impervious.
- (24) "In-fill" means an undeveloped area of land located within an existing urban sewer service area, surrounded by development or development and natural or man-made features where development cannot occur.
- (25) "Infiltration" means the entry of precipitation or runoff into or through the soil.
- (26) "Infiltration system" means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or road side channels designed for conveyance and pollutant removal only.
- (27) "Land disturbing construction activity" means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.
- (28) "Landowner" means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.
- (29) "Maintenance agreement" means a legal document that provides for long-term maintenance of storm water management practices.
- (30) "Maximum extent practicable" means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this ordinance as determined in accordance with S. 055 of this ordinance.
- (31) "New development" means development resulting from the conversion of previously undeveloped land or agricultural land uses.

- (32) "NRCS MSE3 or MSE4 distribution" means a specific precipitation distribution developed by the United States Department of Agriculture, Natural Resources Conservation Service, using precipitation data from Atlas 14.
- (33) "Off-site" means located outside the property boundary described in the permit application.
- (34) "On-site" means located within the property boundary described in the permit application.
- (35) "Ordinary high-water mark" has the meaning given in s. NR 115.03 (6), Wis. Adm. Code.
- (36) "Outstanding resource waters" means waters listed in s. NR 102.10, Wis. Adm. Code.
- (37) "Percent fines" means the percentage of a given sample of soil, which passes through a # 200 sieve.
- (38) "Performance standard" means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.
- (39) "Permit" means a written authorization made by the Village Engineer to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.
- (40) "Permit administration fee" means a sum of money paid to the Village Engineer by the permit applicant for the purpose of recouping the expenses incurred by the authority in administering the permit.
- (41) "Pervious surface" means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.
- (42) "Pollutant" has the meaning given in s. 283.01 (13), Wis. Stats.
- (43) "Pollution" has the meaning given in s. 281.01 (10), Wis. Stats.
- (44) "Post-construction site" means a construction site following the completion of land disturbing construction activity and final site stabilization.
- (45) "Pre-development condition" means the extent and distribution of land cover types present before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.
- (46) "Preventive action limit" has the meaning given in s. NR 140.05 (17), Wis. Adm. Code.
- (47) "Protective area" means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface.
- (48) "Redevelopment" means areas where development is replacing older development.
- (49) "Responsible party" means the landowner or any other entity performing services to meet the requirements of this ordinance through a contract or other agreement. "Runoff" means storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

- (50) "Separate storm sewer" means a conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:
- (a) Is designed or used for collecting water or conveying runoff.
 - (b) Is not part of a combined sewer system.
 - (c) Is not part of a publicly owned wastewater treatment works that provides secondary or more stringent treatment.
 - (d) Discharges directly or indirectly to waters of the state.
- (51) "Silviculture activity" means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.
- (52) "Site" means the entire area included in the legal description of the land on which the land disturbing construction activity occurred.
- (53) "Stop work order" means an order issued by the Village Engineer which requires that all construction activity on the site be stopped.
- (54) "Storm water management plan" means a comprehensive plan designed to reduce the discharge of pollutants from storm water, after the site has undergone final stabilization, following completion of the construction activity.
- (55) "Storm water management system plan" is a comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.
- (56) "Technical standard" means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.
- (57) "Top of the channel" means an edge, or point on the landscape landward from the ordinary high-water mark of a surface water of the state, where the slope of the land begins to be less than 12 percent continually for at least 50 feet. If the slope of the land is 12 percent or less continually for the initial 50 feet landward from the ordinary high-water mark, the top of the channel is the ordinary high-water mark.
- (58) "Total maximum daily load" or "TMDL" means the amount of pollutants specified as a function of one or more water quality parameters, that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard.
- (59) "TP-40" means Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.
- (60) "TR-55" means the United States department of agriculture, natural resources conservation service (previously soil conservation service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986, which is incorporated by reference for this chapter.
- (61) "Transportation facility" means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor

improvements under s. 85.095 (1)(b), Wis. Stats. "Transportation facility" does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to s. 281.33, Wis. Stats.

- (62) "TSS" means total suspended solids.
- (63) "Type II distribution" means a rainfall type curve as established in the "United States Department of Agriculture, Soil Conservation Service, Technical Paper 149, published in 1973".
- (64) "Waters of the state" includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

S. 055 APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE.

Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrates to the Village Engineer's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

S. 06 TECHNICAL STANDARDS.

The following methods shall be used in designing the water quality, peak discharge, and infiltration components of storm water practices needed to meet the water quality standards of this ordinance:

- (1) Consistent with the technical standards identified, developed or disseminated by the Wisconsin Department of Natural Resources under subchapter V of chapter NR 151, Wis. Adm. Code.
- (2) Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources, other technical standards may be used provided that the methods have been approved by the Village Engineer.

Note to Permittees: *Pollutant loading models such as DETPOND, WinSLAMM, P8, or equivalent methodology may be used to evaluate the efficiency of the design in reducing total suspended solids. Use the most recent version of the model and the rainfall files and other parameter files identified for Wisconsin users unless directed otherwise by the regulatory authority.*

S. 07 PERFORMANCE STANDARDS.

- (1) RESPONSIBLE PARTY. *RESPONSIBLE PARTY. The responsible party shall comply with this section.*
- (2) STORM WATER MANAGEMENT PLAN. A written storm water management plan in accordance with S. 09 shall be developed and implemented for each post-construction site.
- (3) MAINTENANCE OF EFFORT. For redevelopment sites where the redevelopment will be replacing older development that was subject to post-construction performance standards of NR 151 in effect on or after October 1, 2004, the responsible party shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet the redevelopment standards of this ordinance, whichever is more stringent.
- (4) REQUIREMENTS. The storm water management plan required under sub. (2) shall include the following:
 - a. TOTAL SUSPENDED SOLIDS. BMPs shall be designed, installed and maintained to control total suspended solids carried in runoff from the post-construction site as follows:
 - 1. BMPs shall be designed in accordance with Table 1. or to the maximum extent practicable as provided in subd. 2. The design shall be based on an average annual rainfall, as compared to no runoff management controls.

Table 1. TSS Reduction Standards	
Development Type	TSS Reduction
New Development	80 percent
In-fill development	80 percent
Redevelopment	40 percent of load from parking areas and roads

- 2. Maximum Extent Practicable. If the design cannot meet a total suspended solids reduction performance standard of Table 1., the storm water management plan shall include a written, site-specific explanation of why the total suspended solids reduction performance standard cannot be met and why the total suspended solids load will be reduced only to the maximum extent practicable.

Note to Permittees: Pollutant loading models such as DETPOND, WinSLAMM, P8 or equivalent methodology may be used to evaluate the efficiency of the design in reducing total suspended solids. Use the most recent version of the model and the rainfall files and other parameter files identified for Wisconsin users unless directed otherwise by the regulatory authority.

3. Off-Site Drainage. When designing BMPs, runoff draining to the BMP from off-site shall be taken into account in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.

b. PEAK DISCHARGE.

1. By design, BMPs shall be employed to maintain or reduce the ~~1-year5-year, 24-hour; and the 2-year100-year, 24-hour post-construction peak runoff discharge rates to the 1-year2-year, 24-hour; and the 2-year5-year, 24-hour~~ pre-development peak runoff discharge rates respectively, or to the maximum extent practicable. The runoff curve numbers in Table 2. shall be used to represent the actual pre-development conditions. Peak discharges shall be calculated using TR-55 runoff curve number methodology, Atlas 14 precipitation depths, and the appropriate NRCS Wisconsin MSE3 or MSE4 precipitation distribution. On a case-by-case basis, the Village Engineer may allow the use of TP-40 precipitation depths and the Type II distribution.

Note to Permittees: For determining compliance with the peak flow requirement, the Department recommends use of the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation Frequency Estimates for precipitation depth. The Natural Resources Conservation Service (NRCS) – Wisconsin has calculated county-specific Atlas 14 precipitation depths and they are to be used in combination with the appropriate NRCS MSE3 or MSE4 precipitation distribution. The NRCS calculated county-specific Atlas 14 precipitation depths and MSE3 and MSE4 precipitation distributions are available at:
http://www.nrcs.usda.gov/wps/portal/nrcs/detail/wi/technical/engineering/?cid=nrcs142p2_025417.

Comment [TN4]: Current standards are more stringent the WDNR requirement, taken from 1997 Stormwater Management guide, E. Design Criteria, 4 Stormwater Quality Ponds.

Confirm with Village of Jackson that these are the requirements they want to use.

Table 2. Maximum Pre-Development Runoff Curve Numbers

Runoff Curve Number	Hydrologic Soil Group			
	A	B	C	D
Woodland	30	55	70	77
Grassland	39	61	71	78
Cropland	55	69	78	83

Note to Permittees: Where the pre-development condition is a combination of woodland, grassland, or cropland, the runoff curve number should be pro-rated by area.

2. This subsection of the ordinance does not apply to any of the following:
 - a. A post-construction site where the discharge is directly into a lake over 5,000 acres or a stream or river segment draining more than 500 square miles.
 - b. Except as provided under S. 07 (3), a redevelopment post-construction site.
 - c. An in-fill development area less than 5 acres.

- (c) TOTAL PHOSPHORUS. BMPs shall be designed, installed and maintained to control total phosphorus carried in runoff from the post-construction site as follows:**
- 1. BMPs shall be designed to achieve 60 percent reduction in total phosphorus or to the maximum extent practicable as provided in subd. 2. The design shall be based on an average annual rainfall, as compared to no runoff management controls.**
 - 2. Sizing and design of the nutrient pond shall be based on the Walker Pond Net model, SLAMM, DET POND, P8 or other appropriate water quality model.**
 - 3. The Village may, at its own discretion, require the construction of one or more ponds even when such ponds do meet the 60% phosphorus removal efficiency criteria. The Village shall require said ponds when it is determined that they are necessary to maintain the integrity of water quality in downstream priority water bodies. In priority districts, additional water quality treatment ponds may be required if necessary to maintain the integrity of the downstream priority water body.**

Comment [TN5]: Language taken from 1997 Stormwater Management Guide as much as possible. Phosphorus control is not currently required in the WDNR model ordinances. Phosphorus control will be required when WDNR begins enforcing TMDLs. It is recommended that this section be EXCLUDED from the ordinance at this time, and then added back in when the TMDL information is available.

(e)(d) INFILTRATION.

1. Best Management Practices. BMPs shall be designed, installed, and maintained to infiltrate runoff in accordance with the following or to the maximum extent practicable:
 - a. *Low imperviousness.* For development up to 40 percent connected imperviousness, such as parks, cemeteries, and low density residential development, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than one percent of the post-construction site is required as an effective infiltration area.
 - b. *Moderate imperviousness.* For development with more than 40 percent and up to 80 percent connected imperviousness, such as medium and high density residential, multi-family development, industrial and institutional development, and office parks, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 75 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post-construction site is required as an effective infiltration area.
 - c. *High imperviousness.* For development with more than 80 percent connected imperviousness, such as commercial strip malls, shopping centers, and commercial downtowns, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post-construction site is required as an effective infiltration area.
2. Pre-development. The pre-development condition shall be the same as specified in Table 2 of the Peak Discharge section of this ordinance.
3. Source Areas.
 - a. *Prohibitions.* Runoff from the following areas may not be infiltrated and may not qualify as contributing to meeting the requirements of this section unless demonstrated to meet the conditions identified in S. 07 (4)(c)6.:

- i. Areas associated with a tier 1 industrial facility identified in s. NR 216.21 (2)(a), including storage, loading and parking. Rooftops may be infiltrated with the concurrence of the regulatory authority.
- ii. Storage and loading areas of a tier 2 industrial facility identified in s. NR 216.21 (2)(b).

Note to Permittees: *Runoff from the employee and guest parking and rooftop areas of a tier 2 facility may be infiltrated but runoff from the parking area may require pretreatment.*

- iii. Fueling and vehicle maintenance areas. Runoff from rooftops of fueling and vehicle maintenance areas may be infiltrated with the concurrence of the regulatory authority.
- b. *Exemptions.* Runoff from the following areas may be credited toward meeting the requirement when infiltrated, but the decision to infiltrate runoff from these source areas is optional:
 - i. Parking areas and access roads less than 5,000 square feet for commercial development.
 - ii. Parking areas and access roads less than 5,000 square feet for industrial development not subject to the Prohibitions under par a.
 - iii. Except as provided under S. 07 (3), redevelopment post-construction sites.
 - iv. In-fill development areas less than 5 acres.
 - v. Roads on commercial, industrial and institutional land uses, and arterial residential roads.
- 4. Location of Practices.
 - a. *Prohibitions.* Infiltration practices may not be located in the following areas:
 - i. Areas within 1000 feet upgradient or within 100 feet downgradient of direct conduits to groundwater.
 - ii. Areas within 400 feet of a community water system well as specified in s. NR 811.16 (4) or within the separation distances listed in s. NR 812.08 for any private well or non-community well for runoff infiltrated from commercial, including multi-family residential, industrial and institutional land uses or regional devices for one- and two-family residential development.

- iii. Areas where contaminants of concern, as defined in s. NR 720.03 (2), are present in the soil through which infiltration will occur.
- b. *Separation distances.*
 - i. Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with Table 3:

Table 3. Separation Distances and Soil Characteristics		
Source Area	Separation Distance	Soil Characteristics
Industrial, Commercial, Institutional Parking Lots and Roads	5 feet or more	Filtering Layer
Residential Arterial Roads	5 feet or more	Filtering Layer
Roofs Draining to Subsurface Infiltration Practices	1 foot or more	Native or Engineered Soil with Particles Finer than Coarse Sand
Roofs Draining to Surface Infiltration Practices	Not Applicable	Not Applicable
All Other Impervious Source Areas	3 feet or more	Filtering Layer

- ii. Notwithstanding par. b., applicable requirements for injection wells classified under ch. NR 815 shall be followed.
- c. *Infiltration rate exemptions.* Infiltration practices located in the following areas may be credited toward meeting the requirements under the following conditions, but the decision to infiltrate under these conditions is optional:
 - i. Where the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than 0.6 inches per hour using a scientifically credible field test method.
 - ii. Where the least permeable soil horizon to 5 feet below the proposed bottom of the infiltration system using the U.S. Department of Agriculture method of soils analysis is one of the following: sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay, or clay.
- 5. *Alternate Use.* Where alternate uses of runoff are employed, such as for toilet flushing, laundry, or irrigation or storage on green roofs where an equivalent portion of the runoff is captured permanently by rooftop vegetation, such alternate use shall be given equal credit toward the infiltration volume required by this section.

6. Groundwater Standards.
 - a. Infiltration systems designed in accordance with this section shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventive action limit at a point of standards application in accordance with ch. NR 140. However, if site specific information indicates that compliance with a preventive action limit is not achievable, the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.
 - b. Notwithstanding par. a., the discharge from BMPs shall remain below the enforcement standard at the point of standards application.
7. Pretreatment. Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with subd. 6. Pretreatment options may include, but are not limited to, oil and grease separation, sedimentation, biofiltration, filtration, swales or filter strips.
8. Maximum Extent Practicable. Where the conditions of subd. 3. and 4. limit or restrict the use of infiltration practices, the performance standard of S. 07 (4)(c) shall be met to the maximum extent practicable.

(d)(e) PROTECTIVE AREAS.

1. Definition. In this section, "protective area" means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface. However, in this section, "protective area" does not include any area of land adjacent to any stream enclosed within a pipe or culvert, so that runoff cannot enter the enclosure at this location.
 - a. For outstanding resource waters and exceptional resource waters, 75 feet.
 - b. For perennial and intermittent streams identified on a U.S. Geological Survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current, 50 feet.
 - c. For lakes, 50 feet.
 - d. For wetlands not subject to par. e. or f., 50 feet.

- e. For highly susceptible wetlands, 75 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, open and coniferous bogs, low prairies, coniferous swamps, lowland hardwood swamps, and ephemeral ponds.
- f. For less susceptible wetlands, 10 percent of the average wetland width, but no less than 10 feet nor more than 30 feet. Less susceptible wetlands include: degraded wetland dominated by invasive species such as reed canary grass; cultivated hydric soils; and any gravel pits, or dredged material or fill material disposal sites that take on the attributes of a wetland.
- g. In pars. d. to f., determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland in accordance with the standards and criteria in s. NR 103.03.
- h. Wetland boundary delineation shall be made in accordance with s. NR 103.08 (1m). This paragraph does not apply to wetlands that have been completely filled in compliance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in compliance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after a fill has been placed. Where there is a legally authorized wetland fill, the protective area standard need not be met in that location.
- i. For concentrated flow channels with drainage areas greater than 130 acres, 10 feet.
- j. Notwithstanding pars. a. to i., the greatest protective area width shall apply where rivers, streams, lakes and wetlands are contiguous.

Note to Permittees: *A stream or lake is not eligible for a lower protective area width even if contiguous to a less susceptible wetland.*

- 2. Applicability. This section applies to post-construction sites located within a protective area, except those areas exempted pursuant to subd. 4.
- 3. Requirements. The following requirements shall be met:
 - a. Impervious surfaces shall be kept out of the protective area entirely or to the maximum extent practicable. If there is no practical alternative to locating an impervious surface in the protective area, the storm water management plan shall contain a written, site-specific explanation.

- b. Where land disturbing construction activity occurs within a protective area, adequate sod or self-sustaining vegetative cover of 70 percent or greater shall be established and maintained where no impervious surface is present. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat, and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Non-vegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion such as on steep slopes or where high velocity flows occur.

Note to Permittees: *It is recommended that seeding of non-invasive vegetative cover be used in the protective areas. Some invasive plants that should not be used are listed in ch. NR 40, Wis. Adm. Code. Flood and drought-tolerant vegetation that can provide long-term bank stability because of an extensive root system is preferable. Vegetative cover may be measured using the line transect method described in the University of Wisconsin extension publication number A3533, titled "Estimating Residue Using the Line Transect Method".*

- c. BMPs such as filter strips, swales, or wet detention ponds, that are designed to control pollutants from non-point sources, may be located in the protective area.

Note to Permittees: *Other laws, such as ch. 30, Wis. Stats., and chs. NR 103, 115, 116 and 117, Wis. Adm. Code, and their associated review and approval processes may apply in the protective area.*

- 4. Exemptions. This section does not apply to any of the following:
 - a. Except as provided under S. 07 (3), redevelopment post-construction sites.
 - b. In-fill development areas less than 5 acres.
 - c. Structures that cross or access surface water such as boat landings, bridges, and culverts.
 - d. Structures constructed in accordance with s. 59.692 (1v), Stats.
 - e. Areas of post-construction sites from which the runoff does not enter the surface water, including wetlands, without first being treated by a BMP to meet the local ordinance requirements for total suspended solids and

peak flow reduction, except to the extent that vegetative ground cover is necessary to maintain bank stability.

Note to Permittees: *A vegetated protective area to filter runoff pollutants from post-construction sites described in par. (e) is not necessary since the runoff at that location is treated prior to entering the surface water. Other practices necessary to meet the requirements of this section, such as a swale or pond, will need to be designed and implemented to reduce runoff pollutants prior to runoff entering a surface water of the state.*

- (e) **FUELING AND MAINTENANCE AREAS.** Fueling and vehicle maintenance areas shall have BMPs designed, installed, and maintained to reduce petroleum within runoff, so that the runoff that enters waters of the state contains no visible petroleum sheen, or to the maximum extent practicable.

Note to Permittees: *A combination of the following BMPs may be used: oil and grease separators, canopies, petroleum spill cleanup materials, or any other structural or non-structural method of preventing or treating petroleum in runoff.*

(f) **SWALE TREATMENT FOR TRANSPORTATION FACILITIES.**

Comment [TN6]: This section is optional. Confirm with Jackson if this should be included or deleted.

1. **Requirement.** Except as provided in subd. 2., transportation facilities that use swales for runoff conveyance and pollutant removal are exempt from the requirements of local ordinance requirements for peak flow control, total suspended solids control, and infiltration, if the swales are designed to do all of the following or to the maximum extent practicable:

- a. Swales shall be vegetated. However, where appropriate, non-vegetative measures may be employed to prevent erosion or provide for runoff treatment, such as rock riprap stabilization or check dams.

Note to Users: *It is preferred that tall and dense vegetation be maintained within the swale due to its greater effectiveness at enhancing runoff pollutant removal.*

- b. Swales shall comply with sections V.F. (Velocity and Depth) and V.G. (Slope Geometry Criteria) with a swale treatment length as long as that

specified in section V.C. (Pre-Treatment) of the Wisconsin Department of Natural Resources technical standard 1005 "Vegetated Infiltration Swales", dated May 2007, or a superseding document. Transportation facility swale treatment does not have to comply with other sections of technical standard 1005.

2. Other requirements.

- a. Notwithstanding subd. 1., the Village Engineer may, consistent with water quality standards, require that other requirements, in addition to swale treatment, be met on a transportation facility with an average daily traffic rate greater than 2,500 and where the initial surface water of the state that the runoff directly enters is one of the following:
 - i. An outstanding resource water.
 - ii. An exceptional resource water.
 - iii. Waters listed in section 303 (d) of the Federal Clean Water Act that are identified as impaired in whole or in part, due to non-point source impacts.
 - iv. Water where targeted performance standards are developed pursuant to s. NR 151.004, Wis. Adm. Code.
- b. The transportation facility authority shall contact the Village Engineer to determine if additional BMPs beyond a water quality swale are needed under this subsection.

(5) GENERAL CONSIDERATIONS FOR STORM WATER MANAGEMENT MEASURES. The following considerations shall be observed in on-site and off-site runoff management:

- (a) Natural topography and land cover features such as natural swales, natural depressions, native soil infiltrating capacity, and natural groundwater recharge areas shall be preserved and used, to the extent possible, to meet the requirements of this section.
- (b) Emergency overland flow for all storm water facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream property or public safety.

(6) BMP LOCATION.

- (a) To comply with the performance standards required under S. 07 of this ordinance, BMPs may be located on-site or off-site as part of a regional storm water device, practice or system, but shall be installed in accordance with s. NR 151.003, Wis. Adm. Code.
- (b) The Village Engineer may approve off-site management measures provided that all of the following conditions are met:

1. The Village Engineer determines that the post-construction runoff is covered by a storm water management system plan that is approved by the Village of Jackson and that contains management requirements consistent with the purpose and intent of this ordinance.
 2. The off-site facility meets all of the following conditions:
 - a. The facility is in place.
 - b. The facility is designed and adequately sized to provide a level of storm water control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this ordinance.
 - c. The facility has a legally obligated entity responsible for its long-term operation and maintenance.
- (c) Where a regional treatment option exists such that the Village Engineer exempts the applicant from all or part of the minimum on-site storm water management requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the Village Engineer. In determining the fee for post-construction runoff, the Village Engineer shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.

- (7) **ADDITIONAL REQUIREMENTS.** The Village Engineer may establish storm water management requirements more stringent than those set forth in this ordinance if the Village Engineer determines that the requirements are needed to control storm water quantity or control flooding, comply with federally approved total maximum daily load requirements, or control pollutants associated with existing development or redevelopment.

S. 08 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.

- (1) **PERMIT REQUIRED.** No responsible party may undertake a land disturbing construction activity without receiving a post-construction runoff permit from the Village of Jackson prior to commencing the proposed activity.
- (2) **PERMIT APPLICATION AND FEES.** Unless specifically excluded by this ordinance, any responsible party desiring a permit shall submit to the Village Engineer a permit application on a form provided by the Village Engineer for that purpose.
 - (a) Unless otherwise excluded by this ordinance, a permit application must be accompanied by a storm water management plan, a maintenance agreement and a non-refundable permit administration fee.

- (b) The storm water management plan shall be prepared to meet the requirements of S. 07 and S. 09, the maintenance agreement shall be prepared to meet the requirements of S. 10, the financial guarantee shall meet the requirements of S. 11, and fees shall be those established by the Village Board as set forth in S. 12.

- (3) PERMIT APPLICATION REVIEW AND APPROVAL. The Village Engineer shall review any permit application that is submitted with a storm water management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:
- (a) Applications, control plans, and control plan statements shall be submitted to the Village at least twenty-one (21) days in advance of the Planning Commission meeting at which action is expected.
 - (b) Within three (3) days of receipt of the application, a copy thereof together with a copy of the stormwater management plan shall be delivered to the Village Engineer for initial review. Within three (3) days of the Village receipt of the application, a copy thereof together with a copy of the stormwater management plan shall be delivered to the Village Building Inspector for initial review. If the Village Engineer or Village Building Inspector finds the application or stormwater management plan or statement to be lacking necessary information or not in compliance with this Code, the applicant shall be notified of the inadequacy as soon as practical after review.
 - (c) All initial reviews shall be filed with the Village seven (7) days in advance of the Planning Commission meeting, along with the application and control plans or control plan statements.
 - (ad) Within [number] business 45 days of the filing deadline for the application, control plan, or control plan statement and fee for the Planning Commission meeting receipt of a complete permit application, including all items as required by sub. (2), the Village Engineer shall inform the applicant whether the application, storm water management plan and maintenance agreement are approved or disapproved based on the requirements of this ordinance.
 - (be) If the storm water permit application, storm water management plan and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of storm water management practices is made, the Village Engineer shall issue the permit.
 - (ef) If the storm water permit application, storm water management plan or maintenance agreement is disapproved, the Village Engineer shall detail in writing the reasons for disapproval.
 - (dg) The Village Engineer may request additional information from the applicant. If additional information is submitted, the Village Engineer shall have [number] business 45 days from

Comment [TN7]: Taken from erosion control plan review and approval process. Confirm with Jackson if these are the same review periods that they want to use.

the date the additional information is received to inform the applicant that the storm water management plan and maintenance agreement are either approved or disapproved.

(eh) Failure by the Village Engineer to inform the permit applicant of a decision within [number] business 45 days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.

(4) PERMIT REQUIREMENTS. All permits issued under this ordinance shall be subject to the following conditions, and holders of permits issued under this ordinance shall be deemed to have accepted these conditions. The Village Engineer may suspend or revoke a permit for violation of a permit condition, following written notification of the responsible party. An action by the Village Engineer to suspend or revoke this permit may be appealed in accordance with S. 14.

- (a) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.
- (b) The responsible party shall design and install all structural and non-structural storm water management measures in accordance with the approved storm water management plan and this permit.
- (c) The responsible party shall notify the Village Engineer at least [number] business days 48 hours before commencing any work in conjunction with the storm water management plan, and within [number] business 14 days upon completion of the storm water management practices. If required as a special condition under sub. (5), the responsible party shall make additional notification according to a schedule set forth by the Village Engineer so that practice installations can be inspected during construction.
- (d) Practice installations required as part of this ordinance shall be certified "as built" or "record" drawings by a licensed professional engineer. Completed storm water management practices must pass a final inspection by the Village Engineer or its designee to determine if they are in accordance with the approved storm water management plan and ordinance. The Village Engineer or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.
- (e) The responsible party shall notify the Village Engineer of any significant modifications it intends to make to an approved storm water management plan. The Village Engineer may require that the proposed modifications be submitted to it for approval prior to incorporation into the storm water management plan and execution by the responsible party.
- (f) The responsible party shall maintain all storm water management practices in accordance with the storm water management plan until the practices either become the

Comment [TN8]: Same durations as erosion permit. Verify with Jackson.

responsibility of the Village Board, or are transferred to subsequent private owners as specified in the approved maintenance agreement.

- (g) The responsible party authorizes the Village Engineer to perform any work or operations necessary to bring storm water management measures into conformance with the approved storm water management plan, and consents to a special assessment or charge against the property as authorized under subch. VII of ch. 66, Wis. Stats., or to charging such costs against the financial guarantee posted under S. 11.
- (h) If so directed by the Village Engineer, the responsible party shall repair at the responsible party's own expense all damage to adjoining municipal facilities and drainage ways caused by runoff, where such damage is caused by activities that are not in compliance with the approved storm water management plan.
- (i) The responsible party shall permit property access to the Village Engineer or its designee for the purpose of inspecting the property for compliance with the approved storm water management plan and this permit.
- (j) Where site development or redevelopment involves changes in direction, increases in peak rate and/or total volume of runoff from a site, the Village Engineer may require the responsible party to make appropriate legal arrangements with affected property owners concerning the prevention of endangerment to property or public safety.
- (k) The responsible party is subject to the enforcement actions and penalties detailed in S. 13, if the responsible party fails to comply with the terms of this permit.

(5) **PERMIT CONDITIONS.** Permits issued under this subsection may include conditions established by Village Engineer in addition to the requirements needed to meet the performance standards in S. 07 or a financial guarantee as provided for in S. 11.

(6) **PERMIT DURATION.** Permits issued under this section shall be valid from the date of issuance through the date the Village Engineer notifies the responsible party that all storm water management practices have passed the final inspection required under sub. (4)(d).

S. 09 STORM WATER MANAGEMENT PLAN.

- (1) **STORM WATER MANAGEMENT PLAN REQUIREMENTS.** The storm water management plan required under S. 07 (2) shall contain at a minimum the following information:
 - (a) Name, address, and telephone number for the following or their designees: landowner; developer; project engineer for practice design and certification; person(s) responsible for installation of storm water management practices; and person(s) responsible for

maintenance of storm water management practices prior to the transfer, if any, of maintenance responsibility to another party.

(b) A proper legal description of the property proposed to be developed, referenced to the U.S. Public Land Survey system or to block and lot numbers within a recorded land subdivision plat.

(c) Pre-development site conditions, including:

1. One or more site maps at a scale of not less than 1 inch equals [number]100 feet. The site maps shall show the following: site location and legal property description; predominant soil types and hydrologic soil groups; existing cover type and condition; topographic contours of the site at a scale not to exceed [number]2 feet; topography and drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; watercourses that may affect or be affected by runoff from the site; flow path and direction for all storm water conveyance sections; watershed boundaries used in hydrology determinations to show compliance with performance standards; lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site; limits of the 100 year floodplain; location of wells and wellhead protection areas covering the project area and delineated pursuant to s. NR 811.16, Wis. Adm. Code.
2. Hydrology and pollutant loading computations as needed to show compliance with performance standards. All major assumptions used in developing input parameters shall be clearly stated. The geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).

Comment [TN9]: Taken from Design and Drafting Handbook

Confirm with Jackson on minimum scale and contour density.

(d) Post-development site conditions, including:

1. Explanation of the provisions to preserve and use natural topography and land cover features to minimize changes in peak flow runoff rates and volumes to surface waters and wetlands.
2. Explanation of any restrictions on storm water management measures in the development area imposed by wellhead protection plans and ordinances.
3. One or more site maps at a scale of not less than 1 inch equals [number]100 feet showing the following: post-construction pervious areas including vegetative cover type and condition; impervious surfaces including all buildings, structures, and pavement; post-construction topographic contours of the site at a scale not to exceed [number]2 feet; post-construction drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; locations and dimensions of drainage easements; locations of maintenance

Comment [TN10]: Taken from Design and Drafting Handbook

Confirm with Jackson on minimum scale and contour density.

easements specified in the maintenance agreement; flow path and direction for all storm water conveyance sections; location and type of all storm water management conveyance and treatment practices, including the on-site and off-site tributary drainage area; location and type of conveyance system that will carry runoff from the drainage and treatment practices to the nearest adequate outlet such as a curbed street, storm drain, or natural drainage way; watershed boundaries used in hydrology and pollutant loading calculations and any changes to lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site.

4. Hydrology and pollutant loading computations as needed to show compliance with performance standards. The computations shall be made for each discharge point in the development, and the geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).
 5. Results of investigations of soils and groundwater required for the placement and design of storm water management measures. Detailed drawings including cross-sections and profiles of all permanent storm water conveyance and treatment practices.
- (e) A description and installation schedule for the storm water management practices needed to meet the performance standards in S. 07.
 - (f) A maintenance plan developed for the life of each storm water management practice including the required maintenance activities and maintenance activity schedule.
 - (g) Cost estimates for the construction, operation, and maintenance of each storm water management practice.
 - (h) Other information requested in writing by the Village Engineer to determine compliance of the proposed storm water management measures with the provisions of this ordinance.
 - (i) All site investigations, plans, designs, computations, and drawings shall be certified by a [licensed professional engineer](#) to be prepared in accordance with accepted engineering practice and requirements of this ordinance.

- (2) ALTERNATE REQUIREMENTS. The Village Engineer may prescribe alternative submittal requirements for applicants seeking an exemption to on-site storm water management performance standards under S. 07 (5).

S. 10 MAINTENANCE AGREEMENT.

- (1) MAINTENANCE AGREEMENT REQUIRED. The maintenance agreement required under S. 08 (2) for storm water management practices shall be an agreement between the Village Engineer

and the responsible party to provide for maintenance of storm water practices beyond the duration period of this permit. The maintenance agreement shall be filed with the County Register of Deeds as a property deed restriction so that it is binding upon all subsequent owners of the land served by the storm water management practices.

- (2) **AGREEMENT PROVISIONS.** The maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by S. 09 (1)(f):
- (a) Identification of the storm water facilities and designation of the drainage area served by the facilities.
 - (b) A schedule for regular maintenance of each aspect of the storm water management system consistent with the storm water management plan required under S. 08 (2).
 - (c) Identification of the responsible party(s), organization or city, county, town or village responsible for long term maintenance of the storm water management practices identified in the storm water management plan required under S. 08 (2).
 - (d) Requirement that the responsible party(s), organization, or city, county, town or village shall maintain storm water management practices in accordance with the schedule included in par. (b).
 - (e) Authorization for the Village Engineer to access the property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.
 - (f) A requirement on the Village Engineer to maintain public records of the results of the site inspections, to inform the responsible party responsible for maintenance of the inspection results, and to specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.
 - (g) Agreement that the party designated under par. (c), as responsible for long term maintenance of the storm water management practices, shall be notified by the Village Engineer of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the Village Engineer.
 - (h) Authorization of the Village Engineer to perform the corrected actions identified in the inspection report if the responsible party designated under par. (c) does not make the required corrections in the specified time period. The Village Engineer shall enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to subch. VII of ch. 66, Wis. Stats.

S. 11 FINANCIAL GUARANTEE.

- (1) ESTABLISHMENT OF THE GUARANTEE. The Village Engineer may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the Village Engineer. The financial guarantee shall be in an amount determined by the Village Engineer to be the estimated cost of construction and the estimated cost of maintenance of the storm water management practices during the period which the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall give the Village Engineer the authorization to use the funds to complete the storm water management practices if the responsible party defaults or does not properly implement the approved storm water management plan, upon written notice to the responsible party by the Village Engineer that the requirements of this ordinance have not been met.
- (2) CONDITIONS FOR RELEASE. Conditions for the release of the financial guarantee are as follows:
 - (a) The Village Engineer shall release the portion of the financial guarantee established under this section, less any costs incurred by the Village Engineer to complete installation of practices, upon submission of "as built plans" or "record" drawings by a licensed professional engineer. The Village Engineer may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.
 - (b) The Village Engineer shall release the portion of the financial guarantee established under this section to assure maintenance of storm water practices, less any costs incurred by the Village Engineer, at such time that the responsibility for practice maintenance is passed on to another entity via an approved maintenance agreement.

S. 12 FEE SCHEDULE.

The fees referred to in other sections of this ordinance shall be established by the Village Engineer and may from time to time be modified by resolution. A schedule of the fees established by the Village Engineer shall be available for review in [location].

Comment [TN11]: Consult Jackson regarding location of fee schedule

S. 13 ENFORCEMENT.

- (1) Any land disturbing construction activity or post-construction runoff initiated after the effective date of this ordinance by any person, firm, association, or corporation subject to the ordinance provisions shall be deemed a violation unless conducted in accordance with the requirements of this ordinance.

- (2) The Village Engineer shall notify the responsible party by certified mail of any non-complying land disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action which may be taken.
- (3) Upon receipt of written notification from the Village Engineer under sub. (2), the responsible party shall correct work that does not comply with the storm water management plan or other provisions of this permit. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the Village Engineer in the notice.
- (4) If the violations to a permit issued pursuant to this ordinance are likely to result in damage to properties, public facilities, or waters of the state, the Village Engineer may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the Village Engineer plus interest and legal costs shall be billed to the responsible party.
- (5) The Village Engineer is authorized to post a stop work order on all land disturbing construction activity that is in violation of this ordinance, or to request the municipal attorney to obtain a cease and desist order in any court with jurisdiction.
- (6) The Village Engineer may revoke a permit issued under this ordinance for non-compliance with ordinance provisions.
- (7) Any permit revocation, stop work order, or cease and desist order shall remain in effect unless retracted by the Village Engineer or by a court with jurisdiction.
- (8) The Village Engineer is authorized to refer any violation of this ordinance, or a stop work order or cease and desist order issued pursuant to this ordinance, to the municipal attorney for the commencement of further legal proceedings in any court with jurisdiction.
- (9) Any person, firm, association, or corporation who does not comply with the provisions of this ordinance shall be subject to a forfeiture of not less than [number] dollars or more than [number] dollars per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.

Comment [TN12]: Consult Jackson on specific amounts

- (10) Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.
- (11) When the Village Engineer determines that the holder of a permit issued pursuant to this ordinance has failed to follow practices set forth in the storm water management plan, or has failed to comply with schedules set forth in said storm water management plan, the Village Engineer or a party designated by the Village Engineer may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved storm water management plan. The Village Engineer shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial security posted pursuant to S. 11 of this ordinance. Where such a security has not been established, or where such a security is insufficient to cover these costs, the costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon for the year in which the work is completed.

S. 14 APPEALS.

- (1) BOARD OF APPEALS. The board of appeals, created pursuant to section 1.04D of the Village of Jackson ordinances pursuant to s. 61.354 (4)(b), Wis. Stats., shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the Village Engineer in administering this ordinance. The board shall also use the rules, procedures, duties, and powers authorized by statute in hearing and deciding appeals. Upon appeal, the board may authorize variances from the provisions of this ordinance that are not contrary to the public interest, and where owing to special conditions a literal enforcement of the ordinance will result in unnecessary hardship.
- (2) WHO MAY APPEAL. Appeals to the board of appeals may be taken by any aggrieved person or by an officer, department, board, or bureau of the Village of Jackson affected by any decision of the Village Engineer.

S. 15 SEVERABILITY.

If any section, clause, provision or portion of this ordinance is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall remain in force and not be affected by such judgment.

S. 16 EFFECTIVE DATE.

This ordinance shall be in force and effect from and after its adoption and publication. The above and foregoing ordinance was duly adopted by the Village Board of the Village of Jackson on the [number] day of [month], [year].

Comment [TN13]: Add date when known.

Approved: _____

Attested: _____

Published on [day, month, year].



PROJECT MANUAL FOR

WILSHIRE DRIVE

JACKSON DRIVE – GEORGETOWN DRIVE

2016

PROJECT NO. 151021

PREPARED BY:



93 S. PIONEER ROAD
SUITE 300
FOND DU LAC, WISCONSIN 54935
(920) 924-5720
(920) 924-5725 FAX

DOCUMENT 00010

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ADVERTISEMENT FOR BIDS

VILLAGE OF JACKSON
WILSHIRE DRIVE
JACKSON DRIVE – GEORGETOWN DRIVE
2016

OWNER

Village of Jackson
N168 W20733 Main Street
Jackson, WI 53037
(262) 677-9001
(262) 677-9710 Fax

ENGINEER

Gremmer & Associates, Inc.
93 S. Pioneer Road, Suite 300
Fond du Lac, WI 54935
(920) 924-5720
(920) 924-5725 Fax

Project No. 151021

Sealed bids will be received by the Village of Jackson, Village Hall, N168 W20733 Main Street, P.O. Box 637 Jackson, Wisconsin 53037 for Wilshire Drive, 2016 until 11:00 a.m., March 22, 2016. Bids received after this time will not be accepted.

Bids will be opened and publicly read aloud at the Village Hall, immediately after specified closing time. All interested parties are invited to attend.

This project is funded with State of Wisconsin Department of Transportation – Local Roads Improvement Program (LRIP) funds.

The Work generally consists of reconstructing the water main, storm sewer, sanitary sewer, sidewalks and roadway from Jackson Drive to Georgetown Drive, and consists of the approximate quantities:

2,860	CY	Excavation Common
4,250	TON	Base Aggregate Dense
1,545	TON	HMA Pavement
2,595	LF	Concrete Curb and Gutter
10,260	SF	Concrete Sidewalk
3,105	SY	Restoration
3,065	LF	Storm Sewer (4-Inch to 24-Inch)
690	LF	Sanitary Sewer (6-Inch to 8-Inch)
2,455	LF	Water Main (1 ¼-Inch to 8-Inch)

Bids will be received on a unit price basis.

Each bid must be accompanied by a bid bond, a certified check, or a bank cashier's check as bid security, in the sum of five percent (5%) of the bid, payable to the Village of Jackson as a guarantee that if the bid is accepted, a Contract will be entered into and its performance properly secured within fifteen (15) days of the award of Contract. Should any bid be rejected, such bid security will be forthwith returned to the bidder, and should any bid be accepted, such bid bond or check will be returned upon the timely and proper execution and securing of the Contract. In case the successful bidder shall fail to execute the Contract and Performance Bond, the amount of the bid bond or check shall be forfeited to the Village of Jackson as liquidated damages.

Copies of the Bidding Documents may be obtained **ONLY** from www.gremmerassociates.com or www.questcdn.com. No paper plan sets will be provided. Access the Gremmer & Associates, Inc. or QuestCDN web site to view and download bid information and documents on or after **March 7, 2016**, for a non-refundable fee of \$10.00. Input QuestCDN eBidDoc No. **XXXXXXXX** on the Gremmer & Associates Contract Bids page or on the QuestCDN Project Search page. No password is required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in downloading and working with the digital documents.

Copies of the Bidding Documents are available for viewing at the following offices:

1. Village of Jackson, Village Hall, N168 W20733 Main Street, Jackson, WI, 53037.
2. Gremmer & Associates, Inc., 93 S. Pioneer Road, Suite 300, Fond du Lac, WI 54935.

The Village of Jackson reserves the right to reject any or all bids, waive any informality in bidding, or accept the bid(s) which serves the best interest of the Village.

Questions regarding this project should be directed to Mr. Jeff Chvosta, P.E. of Gremmer & Associates, Inc. at (920) 924-5720, (920) 924-5725 fax.

For the Village of Jackson:

Brian Kober, P.E.
Director of Public Works/Village Engineer

Published: March 8, 2016
 March 15, 2016

END OF DOCUMENT

DOCUMENT 00100

INSTRUCTION TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings below, which are applicable to both the singular and plural thereof:
- A. *Bidder* - The individual or entity who submits a Bid directly to OWNER.
 - B. *Issuing Office* - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - C. *Successful Bidder* - The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents are available as stated in the Advertisement or Invitation to Bid.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 OWNER AND ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer license or grant for any other use.

ARTICLE 3 – DISQUALIFICATION OF BIDDERS

- 3.01 Any of the following reasons may be considered as sufficient cause for the disqualification of a Bidder and the rejection of his Proposal or Proposals:
- A. More than one Proposal for the same work from an individual, partnership or corporation under the same or different names.
 - B. Evidence of collusion among Bidders.
 - C. Lack of Responsibility as shown by performance on past work.
 - D. Uncompleted work, which in the judgment of the OWNER, might hinder or prevent the prompt completion of this project.

- E. Conviction of a violation of State or Federal law or regulation relating to or reflecting on the competency of the Bidder for performing the work under this Contract.
- F. Unbalanced bids or prices given in the Proposal.
- G. Gross errors in computation, which cannot be resolved by mathematical correction without resorting to information not contained in the Proposal.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

- A. N/A.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

4.03 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Reference is made to Section 01011, Summary of Project for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.05 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. Carefully study all reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions;
 - E. Obtain and carefully study (or assume responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 1.10, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the

Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

Not used.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of Bidder's maximum Bid price and in the form of a certified check or bank cashier's check or a Bid Bond issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date

of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the Supplementary Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 The Supplementary Conditions require the identity of Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification of each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in Bid.

- 12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 CONTRACTOR shall not be required to employ any Subcontractor or Supplier against whom CONTRACTOR has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid form is included with the Bidding Documents.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid", "No Charge", or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

ARTICLE 14 – BASIS OF BID; EVALUATION OF BIDS

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 15 – SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents, and if required, the Bid Bond. A copy of the Bid form is to be completed and submitted with the Bid security and the following data:

- A. Bid Bond, Certified Check, or Bank Cashier's Check
- B. Document 00490; Disclosure of Ownership

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Village of Jackson Department of Public Works, N168 W20733 Main Street, P.O. Box 637, Jackson, Wisconsin 53037.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this Period.

ARTICLE 19 – AWARD OF CONTRACT

- 19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluation Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- 19.04 In evaluation Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

ARTICLE 21 –SIGNING OF AGREEMENT

- 21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

END OF DOCUMENT

DOCUMENT 00300

BID FORM

OWNERS: Village of Jackson, Wisconsin

PROJECT: Wilshire Drive
Jackson Drive – Georgetown Drive

NUMBER: 151021

THIS BID IS SUBMITTED TO: Village of Jackson
N168 W20733 Main Street
Jackson, WI 53037

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNERS in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNERS.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.

Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: all drawings of physical conditions in or relation to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.
 - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by OWNERS and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNERS.
- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit prices:

ROADWAY ITEMS					
Item	Description	Units	Quantity	Unit Price	Total
100.01	Clearing & Grubbing	LS	1		
100.02	Removing Concrete	SY	1,895		
100.03	Removing Curb & Gutter	LF	2,595		
100.04	Excavation Common	CY	2,862		
100.05	Base Aggregate Dense ¾-Inch	TON	815		
100.06	Base Aggregate Dense 1 ¼-Inch	TON	3,440		
100.07	Breaker Run	TON	100		
100.08	Concrete Driveway 7-Inch	SY	1,275		
100.09	HMA Pavement, Type E-0.3	TON	1,545		
100.10	Asphaltic Surface Driveway	TON	7		
100.11	Concrete Curb & Gutter 30-Inch Type D	LF	2,595		
100.12	Concrete Sidewalk 4-Inch	SF	10,260		
100.13	Lawn Restoration	SY	3,105		
100.14	Erosion Control	LS	1		
100.15	Traffic Control	LS	1		
100.16	Sawing Asphalt	LF	365		
100.17	Sawing Concrete	LF	480		
SUBTOTAL ROADWAY ITEMS					

STORM SEWER ITEMS					
Item	Description	Units	Quantity	Unit Price	Total
200.01	Removing Manholes	EACH	6		
200.02	Removing Inlets	EACH	8		
200.03	Removing Storm Sewer	LF	1,100		
200.04	Storm Sewer Pipe PVC SDR-35 4-Inch	LF	1,585		
200.05	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF	170		
200.06	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	LF	790		
200.07	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	LF	75		
200.08	Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	LF	445		
200.09	Catch Basins 2x3-FT w/ Casting	EACH	10		
200.10	Manholes 4-FT Diameter w/ Casting	EACH	6		
200.11	Manholes 6-FT Diameter w/ Casting	EACH	3		
200.12	Manholes 6-FT Diameter "Doghouse" w/ Casting	EACH	1		
200.13	Concrete Collar	EACH	3		
SUBTOTAL STORM SEWER ITEMS					

SANITARY SEWER ITEMS					
Item	Description	Units	Quantity	Unit Price	Total
300.01	Removing Sanitary Sewer Manholes	EACH	2		
300.02	Abandoning Sanitary Sewer	LS	1		
300.03	Adjusting Sanitary Manhole	EACH	6		
300.04	Connect to Existing Sanitary Sewer	EACH	4		
300.05	Sanitary Sewer Pipe PVC SDR-35 6-Inch	LF	225		
300.06	Sanitary Sewer Pipe PVC SDR-35 8-Inch	LF	465		
300.07	Sanitary Sewer Manhole w/ Casting	EACH	3		
SUBTOTAL SANITARY SEWER ITEMS					

WATER MAIN ITEMS					
Item	Description	Units	Quantity	Unit Price	Total
400.01	Removing Hydrant	EACH	3		
400.02	Abandoning Water Main	LS	1		
400.03	Water Main Pipe HDPE 1 ¼-Inch	LF	960		
400.04	Water Main Pipe PVC C-900 6-Inch	LF	40		
400.05	Water Main Pipe PVC C-900 8-Inch	LF	1,455		
400.06	Gate Valve 6-Inch	EACH	3		
400.07	Gate Valve 8-Inch	EACH	6		
400.08	Reducer 8-Inch x 6-Inch	EACH	2		
400.09	Anchor Tee 8-Inch x 6-Inch	EACH	3		
400.10	Cross 8-Inch x 8-Inch	EACH	2		
400.11	Bend 11.25 Degree 8-Inch	EACH	6		
400.12	Bend 45 Degree 8-Inch	EACH	6		
400.13	Solid Sleeve 8-Inch	EACH	4		
400.14	Hydrant	EACH	3		
SUBTOTAL WATER MAIN ITEMS					

BID TOTAL	
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- 6.01 Bidder agrees that the Work will be complete as specified in Document 00500, Agreement, Article 4.02, Contract Time, and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions and Article 4.02 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid bond in the form of Bid Bond, Certified Check or Bank Cashier's Check.
 - B. Document 00490, Disclosure of Ownership

8.01 The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents and have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 2016.

If BIDDER is:

An Individual

By: _____(SEAL)
(Individual's Name Typed or Printed)

doing business as _____

Business address: _____

Phone No. _____ Fax No. _____

A Partnership

Partnership Name: _____(SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No. _____ Fax No. _____

A Corporation

By: _____
(Corporation name)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability):

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

(Title)

(Corporate Seal)

Attest: _____
(Secretary)

Business address: _____

Phone No. _____ Fax No. _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Title: _____

Business Address _____

Phone No. _____ Fax No. _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Title: _____

Business Address _____

Phone No. _____ Fax No. _____

Phone and Fax Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
- (A) The contractor, or a shareholder, officer or partner of the contractor:
- (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
- (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Signature of Authorized Officer		Date Signed	
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

00490-1

DOCUMENT 00500

AGREEMENT

- A. THIS AGREEMENT is by and between the Village of Jackson, Wisconsin hereinafter called _____, hereinafter called CONTRACTOR. OWNERS and
- B. OWNERS and CONTRACTOR, in consideration of mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. Work is generally described as follows:

Reconstruction of Wilshire Drive water main, storm sewer, sanitary sewer, sidewalks and roadway from Jackson Drive to Georgetown Drive.

ARTICLE 2 – THE PROJECT

2.01 Project for which Work under Contract Documents may be whole or only a part is generally described as follows:

Wilshire Drive
Jackson Drive – Georgetown Drive

ARTICLE 3 - ENGINEER

- A. Project has been designed by: GREMMER & ASSOCIATES, INC.
93 S. Pioneer Road
Suite 300
Fond du Lac, WI 54935
(920) 924-5720
(920) 924-5725 FAX

who is hereinafter called ENGINEER and who is to act as the OWNER's representative, assumes duties and responsibilities and will have rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, Completion, and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment*

- A. All work shall be completed and ready for substantial completion payment in accordance with paragraph 14.04 of the General Conditions within 8 weeks of beginning construction and no later than August 26, 2016 except for punch list items.
- B. All work under this contract shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions no later than September 16, 2016.
- C. The project is tentatively scheduled to be reviewed at the March 24, 2016 Board of Public Works meeting and April 5, 2016 Village Board meeting. The earliest probable date of beginning for the project is May 2, 2016. CONTRACTOR may need to adjust start date and schedule of operations based on the status of the above-mentioned items.

4.03 *Liquidated Damages.*

- A. CONTRACTOR AND OWNERS recognize that time is of the essence of this Agreement and OWNERS will suffer financial loss if Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceedings the actual loss suffered by OWNERS if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNERS and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNERS one thousand dollars (\$1,000.00) for each day that expires after time specified in Paragraph 4.02 for Final Completion until the Work is complete or until the milestones specified in 4.02 are met.

ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNERS shall pay CONTRACTOR for performance of Work in accordance with Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A.

See attached copy of Bid Form.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. OWNERS shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.07.A of the General Conditions.
 - 1. The OWNERS will retain 5% of the amount due the CONTRACTOR until 50% of the amount due the CONTRACTOR is reached. At 50% completion, further partial payments shall be made in full to CONTRACTOR and no additional amounts may be retained unless ENGINEER certifies that job is not proceeding satisfactory, but amounts previously retained shall not be paid to CONTRACTOR. At 50% completion or any time thereafter when progress of work is not satisfactory, additional amounts may be retained but in no event shall total retainage be more than 10% of value of work completed.
 - 2. Upon Substantial Completion, OWNERS shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNERS shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

Not used.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce OWNERS to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which has been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of the work to be performed by OWNERS and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consists of the following:
 - 1. This Agreement (pages 00500-1 to 00500-9, inclusive);
 - 2. Performance Bond (pages 00610-1 to 00610-2, inclusive);
 - 3. Payment Bond (pages 00615-1 to 00615-2, inclusive);
 - 4. Other Bonds (pages _____ to _____, inclusive);
 - a. _____ (pages _____ to _____, inclusive);
 - b. _____ (pages _____ to _____, inclusive);
 - c. _____ (pages _____ to _____, inclusive);
 - 5. General Conditions
 - 6. Supplementary Conditions (pages 00810-1 to 00810-4, inclusive);

7. Specifications as listed in the table of contents of the Project Manual;
 8. Drawings with each sheet bearing the following general title: Wilshire Drive, Jackson Drive – Georgetown Drive.
 9. Addenda (numbers _____ to _____, inclusive);
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages _____ to _____, inclusive);
 - b. CONTRACTOR's Bid (pages _____ to _____, inclusive);
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive);
 - d. _____;
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.05 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in Contract will be binding on another party hereto without written consent of party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to extent that effect of this restriction may be limited by law), and unless specifically stated to contrary in any written consent to an assignment, no assignment will release or discharge assignor from any duty of responsibility under Contract Documents.

10.03 *Successors and Assigns*

- A. OWNERS and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNERS and CONTRACTOR, who agree that the Contract Documents 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.

IN WITNESS THEREOF, OWNERS and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNERS and to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNERS and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____
(which is the Effective Date of the Agreement).

OWNER (Village of Jackson):

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

END OF DOCUMENT

DOCUMENT 00600

CONTRACT FORMS

PART 1 - GENERAL

1.01 FORMS INCLUDED BY REFERENCE

- A. Notice of Award:
 - 1. Notice of Award for this project shall be EJCDC C-510 (2002 Edition), a copy of which can be purchased from the National Society of Professional Engineers or seen in the office of the ENGINEER.
- B. Notice To Proceed:
 - 1. Notice To Proceed for this project shall be EJCDC C-550 (2002 Edition), a copy of which can be purchased from the National Society of Professional Engineers or seen in the office of the ENGINEER.
- C. Application for Payment:
 - 1. Application for Payment form for this project shall be EJCDC C-620 (2002 Edition), a copy of which can be purchased from the National Society of Professional Engineers or seen in the office of the ENGINEER.
- D. Certificate of Substantial Completion:
 - 1. Certificate of Substantial Completion for this project shall be EJCDC C-625 (2002 Edition), a copy of which can be purchased from the National Society of Professional Engineers or seen in the office of the ENGINEER.
- E. Standard General Conditions of the Construction Contract:
 - 1. Standard General Conditions of the Construction Contract for this project shall be EJCDC C-700 (2002 Edition), a copy of which can be purchased from the National Society of Professional Engineers or seen in the office of the ENGINEER.
- F. Work Change Directive:
 - 1. Work Change Directive for this project shall be EJCDC C-940 (2002 Edition), a copy of which can be purchased from the National Society of Professional Engineers or seen in the office of the ENGINEER.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF DOCUMENT

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
 Surety Agency or Broker
 Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):**

DOCUMENT 00810

SUPPLEMENTARY CONDITIONS

The Supplementary Conditions amend or supplement the "Standard General Conditions of the Construction Contract" (EJCDC No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

ARTICLE 1 - DEFINITIONS

SC 1.01.

Amend Article 1.01 (A)(19) to read as follows:

Engineer - The Village Engineer, Village of Jackson.

ARTICLE 2 - PRELIMINARY MATTERS

SC 2.02.

Amend the first sentence of Article 2.02 of the General Conditions to indicate the number of copies of Contract Documents as follows:

Three copies of the Contract Documents shall be furnished.

SC 2.03.

Delete the last sentence of Article 2.03 of the General Conditions in its entirety.

SC 2.06.

Add new paragraph immediately after Article 2.06 of the General Conditions, which is to read as follows:

2.06(A) The conference will be held at a location selected by OWNER.

ARTICLE 5 - BONDS AND INSURANCE

SC 5.04.

Supplement Article 5.04 with the following information:

The limits of liability for the insurance required by Article 5.04 of the General Conditions shall provide the following coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.04.A.1. and 5.04.A.2. Worker's Compensation, etc., under Articles 5.04.A.1 and 5.04.A.2 of the General Conditions:

(1) State:	Statutory
(2) Applicable Federal (e.g. , Longshoreman's):	Statutory
(3) Employer's Liability.*	
Bodily Injury by Accident (each accident)	\$1,000,000
Bodily Injury by Disease (each employee)	\$1,000,000
Bodily Injury by Disease (policy limit)	\$1,000,000

*Or limits required by umbrella insurer

5.04.A.3 – 5.04.A.5. Contractor's General Liability under Articles 5.04.A.3 through 5.04.A.5 of the General Conditions which shall include completed operation and product liability coverage.

(1) General Aggregate (Except Products – Completed Operations)	\$1,000,000
(2) Products – Completed Operations Aggregate	\$1,000,000
(3) Personal and Advertising Injury (Per Person/Organization)	\$1,000,000
(4) Bodily Injury and Property Damage Each Occurrence	\$1,000,000
(5) Personal Medical Expense (Per Person)	\$5,000
(6) Property Damage Liability Insurance will provide Explosion, Collapse, and Underground coverage where applicable.	
(7) Excess Liability (Umbrella)	
General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000

Or limits required by umbrella insurer

5.04.A.6 Automobile Liability

Bodily Injury and Property Damage Combined Single Limit Each Accident	\$1,000,000
--------------------------------------------------------------------------	-------------

Or limits required by umbrella insurer

5.04.B.4 The Contractual Liability coverage required by Article 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

General Aggregate \$1,000,000

Each Occurrence
(Bodily Injury and Property Damage) \$1,000,000

Or limits required by umbrella insurer

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC 6.08.

Owner will obtain and pay for all necessary permits for the work.

SC 6.13.C.

Add a new paragraph immediately after Article 6.13.B. of the General Conditions which is to read as follows:

6.13.C. In emergencies affecting the safety or protection of persons or property or maintenance of temporary construction at the site or adjacent thereto, and CONTRACTOR cannot be reached, OWNER may act to attempt to prevent threatened damage, injury, or loss. OWNER will give CONTRACTOR and ENGINEER prompt written notice of such action and the cost of the correction or remedy shall be charged against CONTRACTOR. A Change Order will be issued to document the change in Contract Price.

6.13.D. Contractor shall assist and cooperate fully with Village in meeting any obligations under the Wisconsin Public Records law. In the event that contractor withholds records, for any reason, and said withholding is found to be in violation of the law or a Court Order, contractor shall indemnify and hold harmless Village for any and all costs related to the withholding of those records, including, but not limited to, monetary damages of any kind, actual attorney's fees, and litigation costs of any kind.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

SC 9.11.

Add a new paragraph immediately after Article 9.10.A. of the General Conditions:

9.11. When ENGINEER is on the Project site to perform the duties and responsibilities as set forth in the Contract Documents, ENGINEER will comply with CONTRACTOR'S safety plans, programs, and procedures. In the event ENGINEER determines that CONTRACTOR'S safety plans, programs, and

procedures do not provide adequate protection for ENGINEER, ENGINEER may direct its employees to leave the Project site or implement additional safeguards for ENGINEER'S protection. If taken, these actions will be in furtherance of ENGINEER'S responsibility to its own employees only, and ENGINEER will not assume any responsibility for protection of any other persons or property affected by the Work. In the event ENGINEER observes a situation which appears to have potential for immediate and serious injury to persons or property, ENGINEER may warn the persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and ENGINEER will not, by the issuance of any such warning, assume any responsibility to issue future warnings or any general responsibility for protection of persons or property affected by the Work.

ARTICLE 17 - MISCELLANEOUS

SC 17.07.

Add a new paragraph immediately after Article 17.06 of the General Conditions, which is to read as follows:

17.07. Lien Waivers:

OWNER may at any time during the Work or before Substantial Completion of the Work require CONTRACTOR to furnish lien waivers for labor and materials used.

ARTICLE 6.20 – IDEMNIFICATION

Add the following to the end of Paragraph 6.20 A of the General Conditions:

- A. In addition, CONTRACTOR shall indemnify and hold harmless the OWNERS, ENGINEER, and their agents and employees, from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, that is:
 - a. for bodily injury, illness, or death, or for property damage, including loss of use, and
 - b. caused in whole or in part by Contractor's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts the Contractor or Subcontractor may be liable.

ARTICLE 13.01 – NOTICE OF DEFECTS

Add the following new paragraph immediately after Article 13.01A:

- B. CONTRACTOR shall be required to warranty or guarantee materials and workmanship for work done under this contract by keeping said works in good order or repair at his expense for **one year** from date of Final Completion of Work by OWNERS. Guarantee items shall include, but are not limited to, concrete, re-grading and restoration of work areas, and re-establishment of lawn areas.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 00821

WAGE REQUIREMENTS

PART 1 – GENERAL

1.01 WAGE REQUIREMENTS

- A. Pay no less than prevailing wage rates, certified by Wisconsin Department of Workforce Development. That certification follows.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

3.01 AFFIDAVIT OF COMPLIANCE

- A. Complete Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination and submit to OWNER prior to receiving final payment for work.

END OF DOCUMENT

State of Wisconsin Department of Workforce Development Equal Rights Division	DEPARTMENTAL ORDER
ISSUE DATE: 1/26/2016	
PROJECT:	
WILSHIRE DRIVE RECONSTRUCTION JACKSON VILLAGE, WASHINGTON COUNTY, WI Determination No. 201600268 [Owner Project No. 151021]	
PROJECT OWNER:	REQUESTER:
BRIAN KOBER, DIRECTOR OF PUBLIC WORKS VILLAGE OF JACKSON N168 W20733 MAIN STREET P.O. BOX 637 JACKSON, WI 53037	JEFFREY A CHVOSTA PE, PROJECT ENGINEER GREMMER & ASSOCIATES INC 93 S PIONEER RD STE 300 FOND DU LAC, WI 54935
ADDITIONAL CONTACT:	NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a FINAL ORDER of the department unless a timely request for an administrative review is filed with the department.</p> <p>ISSUED BY:</p> <p style="text-align: center;"> Equal Rights Division Labor Standards Bureau Construction Wage Standards Section P.O. Box 8928, Madison, WI 53708-8928 (608)266-6861 </p> <p style="text-align: center;"> Web Site: http://dwd.wisconsin.gov/er/ </p>	

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 1/26/2016

DETERMINATION NUMBER: 201600268

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2016. If NOT, You MUST Reapply.

PROJECT NAME: WILSHIRE DRIVE RECONSTRUCTION
PROJECT NO: 151021

PROJECT LOCATION: JACKSON VILLAGE, WASHINGTON COUNTY, WI

CONTRACTING AGENCY: VILLAGE OF JACKSON

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

s. 66.0903 (11) LIABILITY AND PENALTIES.

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
102	Boilermaker	30.21	21.97	52.18
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	36.74	19.26	56.00
104	Cabinet Installer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
105	Carpenter Future Increase(s): Add \$1.65/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.28	20.96	56.24
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
107	Cement Finisher Future Increase(s): Add \$1.45 on 05/31/2016	32.88	19.88	52.76
108	Drywall Taper or Finisher Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.05/hr eff. 06/01/2017	30.42	21.19	51.61
109	Electrician Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.13	23.19	58.32

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
110	Elevator Constructor	43.84	27.09	70.93
111	Fence Erector	24.73	19.69	44.42
112	Fire Sprinkler Fitter	39.41	20.04	59.45
113	Glazier	34.19	18.37	52.56
114	Heat or Frost Insulator	33.53	27.31	60.84
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	30.77	23.72	54.49
117	Lather	34.13	20.61	54.74
118	Line Constructor (Electrical)	40.81	18.06	58.87
119	Marble Finisher	24.44	17.35	41.79
120	Marble Mason	35.89	18.77	54.66
121	Metal Building Erector	19.00	13.88	32.88
122	Millwright Future Increase(s): Add \$1.35/hr on 6/1/2016.	29.78	26.38	56.16
123	Overhead Door Installer	31.00	0.75	31.75
124	Painter Future Increase(s): Add \$1.00/hr on 06/01/2016; Add \$1.05/hr on 06/01/2017 Premium Increase(s): Add \$.20/hr for paperhanging; Add \$.35/hr for bridge, iron and drywall; Add \$.75/hr for spraying and sandblasting; Add \$.60/hr for EIFS work; Add \$1.00/hr for lead based paint removal.	30.07	21.19	51.26
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.58	27.54	58.12
127	Pipeline Fuser or Welder (Gas or Utility)	41.01	21.54	62.55
129	Plasterer	30.22	20.67	50.89
130	Plumber Future Increase(s): Add \$2/hr on 6/1/16; Add \$2/hr on 6/1/17.	39.62	20.12	59.74

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
132	Refrigeration Mechanic Future Increase(s): Add \$2.00 on 6/1/16; Add \$2.00 on 6/1/17	42.36	21.99	64.35
133	Rofer or Waterproofofer	29.65	8.32	37.97
134	Sheet Metal Worker	37.91	21.05	58.96
135	Steamfitter Future Increase(s): Add \$2.00 on 6/1/16; Add \$2.00 on 6/1/17	42.36	21.99	64.35
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	26.00	17.74	43.74
138	Temperature Control Installer	41.01	21.54	62.55
139	Terrazzo Finisher	24.44	17.35	41.79
140	Terrazzo Mechanic Future Increase(s): Add \$1.60 on 06/06/2016	33.98	18.96	52.94
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter Future Increase(s): Add \$1.45/hr on 6/06/2016.	31.59	19.61	51.20
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	17.00	6.71	23.71
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	20.41	57.14
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	34.47	18.70	53.17
203	Three or More Axle	34.13	7.97	42.10
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 5/30/2016.	33.02	19.15	52.17
205	Pavement Marking Vehicle	34.13	7.97	42.10
207	Truck Mechanic	34.13	7.97	42.10

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	29.01	17.39	46.40
302	Asbestos Abatement Worker	19.00	0.00	19.00
303	Landscaper	14.00	10.03	24.03
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.83	18.39	39.22
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.15	0.00	19.15
314	Railroad Track Laborer	17.00	5.37	22.37
315	Final Construction Clean-Up Worker	16.72	0.00	16.72

**HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 5/30/2016.	35.52	19.15	54.67
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.60/hr on 5/30/2016.	35.52	19.15	54.67
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	34.17	19.20	53.37
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$1.25/hr on 1/1/2017.	39.20	23.09	62.29
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	37.67	20.38	58.05
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	41.16	20.65	61.81
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	40.66	20.65	61.31

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 5/30/2016.	37.04	22.44	59.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	34.76	20.30	55.06
516	Fiber Optic Cable Equipment	21.00	0.00	21.00

SEWER, WATER OR TUNNEL CONSTRUCTION

Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.89	18.77	54.66
105	Carpenter	34.13	20.61	54.74
107	Cement Finisher Future Increase(s): Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.97	17.85	53.82
109	Electrician Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.13	23.19	58.32
111	Fence Erector	24.73	19.69	44.42
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver	30.11	26.51	56.62
130	Plumber Future Increase(s): Add \$1.50 on 6/1/16	39.95	19.45	59.40
135	Steamfitter	41.01	21.54	62.55
137	Teledata Technician or Installer	25.63	17.25	42.88
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	31.00	20.43	51.43
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	22.45	11.84	34.29

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.47
205	Pavement Marking Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$2.29 for bottomman; Add \$2.15 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$5.44 for blaster. Add \$2.00 for all tunnel work under 15 lbs. compressed air; Add \$2.00 for 0-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	29.73	18.32	48.05
303	Landscaper	41.00	0.00	41.00
304	Flagperson or Traffic Control Person	20.92	14.80	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.15	0.00	19.15
314	Railroad Track Laborer	17.00	5.37	22.37

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Premium Increase(s): Add \$.25/hr for operating tower crane.	38.09	20.80	58.89
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Premium Increase(s): Add \$.25/hr for operating tower crane.	37.31	20.80	58.11
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Premium Increase(s): Add \$.25/hr for operating tower crane.	36.36	20.80	57.16

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.69	21.75	55.44
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Premium Increase(s): Add \$.25/hr for operating tower crane.	33.91	20.80	54.71
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.99	19.78	50.77
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	35.89	18.77	54.66
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
107	Cement Finisher	32.15	20.40	52.55
109	Electrician	33.93	22.59	56.52
111	Fence Erector	24.73	19.69	44.42
116	Ironworker	30.77	23.72	54.49
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	29.62	20.74	50.36
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68
133	Rofer or Waterproofer	29.65	8.32	37.97
137	Teledata Technician or Installer	25.63	17.25	42.88
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08

154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	22.45	11.84	34.29
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TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	15.56	9.18	24.74
203	Three or More Axle	15.56	9.18	24.74
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	15.56	9.18	24.74
206	Shadow or Pilot Vehicle	15.56	9.18	24.74
207	Truck Mechanic	15.56	9.18	24.74

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	24.75	19.69	44.44
303	Landscaper Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.51	20.63	48.14
304	Flagperson or Traffic Control Person	20.92	14.80	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.15	0.00	19.15
314	Railroad Track Laborer	17.00	5.37	22.37

**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	37.67	20.38	58.05
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	37.77	21.85	59.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.</p>	37.27	21.85	59.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.</p>	37.27	21.85	59.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	31.62	19.78	51.40
546	Fiber Optic Cable Equipment.	21.00	0.00	21.00
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.67	19.78	56.45

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
552	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.</p>	37.77	21.85	59.62
553	<p>Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p>	36.72	21.50	58.22

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	36.72	21.50	58.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
556	Fiber Optic Cable Equipment.	21.00	0.00	21.00

***** END OF RATES *****

The documents following the Prevailing Wage Rate Determination consist of twenty pages (including this one) of various forms/documents that will be used throughout the completion of the project. This prevailing wage rate determination and its underlying legal requirements outlined in the attached documents apply for the life of this project even though work on the project continues into 2017 or beyond. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
	July 2015 description of recent changes to Wisconsin's prevailing wage laws resulting from enactment of the 2015-17 State Budget Bill.		1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	4
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

12/22/2015

THE 2015-17 BUDGET BILL MADE SIGNIFICANT CHANGES TO WISCONSIN'S PREVAILING WAGE LAWS. HOWEVER, THOSE CHANGES DO NOT GO INTO EFFECT UNTIL JANUARY 1, 2017.

During calendar year 2016, DWD will continue to enforce prevailing wage laws for local governmental unit and state agency public works projects under current prevailing wage laws.

2015 Wisconsin Act 55 (the budget bill) repealed the state prevailing wage law for **local governmental units** such as villages, towns, cities, school districts, or sewerage districts effective January 1, 2017. However, if a local governmental unit:

- issues a Request for Bids before January 1, 2017, for a project of public works that is subject to bidding or,
- enters into a contract before January 1, 2017, for a project of public works that is not subject to bidding,

then those public works projects are subject to the current prevailing wage law (§66.0903, Wis. Stats.) through the life of the project. Projects of public works with prevailing wage project determinations issued prior to 2017 continue to be subject to the current prevailing wage law through the life of the project even though the project may have work going on in 2017 or subsequent years.

Contractors working on local governmental unit projects with prevailing wage rate determinations must continue to pay employees the appropriate prevailing wage and maintain required prevailing wage payroll records. For instance, if a contractor is working in 2018 on a public works project with a project determination issued prior to 2017, then the contractor is required to comply with the "old" prevailing wage rate law (§66.0903, Wis. Stats.). After January 1, 2017, DWD will continue to enforce prevailing wage requirements for projects with DWD prevailing wage determinations issued under the "old" prevailing wage laws (§§ 66.0903 & 103.49, Wis. Stats.).

For new public works projects starting on January 1, 2017, state prevailing wage law will only apply to **state agency** and **state highway** projects. Prevailing wage rates applicable to state agencies will be those issued by the U.S. Department of Labor under the Davis-Bacon Act, 40 U.S.C. 3142. The Wisconsin Department of Administration will enforce the new state agency prevailing wage law (§16.856, Wis. Stats.) and the Wisconsin Department of Transportation will continue to enforce prevailing wage on state highway projects (under a law renumbered as §84.062, Wis. Stats.).

PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost that equals or exceeds single-trade or multiple-trade project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage law that applies to local governmental units is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Thresholds

- A "single-trade project of public works" means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.
- A "multiple-trade project of public works" means a project in which no single trade accounts for 85% or more of the total labor cost of the project.
- (a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).
 - (b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

A local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm
To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user's computer. Use this project determination on line application at the following address:

http://dwd.wisconsin.gov/er/prevaling_wage_rate/pw_online_determinations.htm

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the “Consolidated List of Debarred Contractors.”
- Notify contractors that they are required to have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the prevailing wage project.
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project exceeds the prevailing wage thresholds, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,
- when one public entity does work for another public entity,
- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance (except for some residential subdivisions).

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevaling_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, **YOU ARE REQUIRED** by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

State of Wisconsin - Department of Workforce Development

This list has been prepared in accordance with the provisions of §§66.0903(12) and 103.49(7), Wis. Stats., and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Jim Chiolino, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3345. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Fratney St Milwaukee, WI 53212	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
	or 8095 NW 64 th St Miami, FL 33166					
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Alpha Electric, LLC	350 Business Park Dr Sun Prairie, WI 53590	8/1/15	7/31/18	4	2014	None
Arnie Christiansen Mason Contractors, LLC	2304 65 th Dr Franksville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Brechtl, Mark G	See, Ecodec, Inc					
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Christiansen, Andy	See, Arnie Christiansen Mason Contractors, LLC					
Christiansen, Arnold	See, Arnie Christiansen Mason Contractors, LLC					
Darnick, Gregory L	See, Darnick Trucking, LLC					
Darnick Trucking, LLC	W914 County Rd V Berlin, WI 54923	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Duran, Bernardo	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ecodec, Inc	5106 Wintergreen Dr Madison, WI 53704	10/1/14	9/30/17	1	2011 & 2012	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None
Froode, Kathleen M	See, Masonry Specialists II, LLC					
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					
Gjolaj, Ded	See, Horizon Bros Painting Corp					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Grade A Construction, Inc	157 Enterprise Rd Delafield, WI 53018	1/1/16	12/31/19	1, 2 and 4	2014	None
Horizon Bros Painting Corp	1053 Kendra La Howell, MI 48843	10/1/14	9/30/16	4	2012	None
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc					
John's Concrete	See, Wagner Companies, Inc, dba John's Concrete					
Kott, Joseph J	See, Alpha Electric, LLC					
Masonry Specialists II, LLC	5109 Briarwood Ct Racine, WI 53402	8/1/15	7/31/18	4	2014	None
Mid-W Enterprises, Inc	1730 22 nd Avenue Kenosha, WI 53140	6/1/15	5/31/17	1, 2 and 4	2013	None
Midwest Construction Co, Inc	See, Mid-W Enterprises, Inc					
Oden, Cassie	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Peret, Robert	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
RRS2 Inc.	133 N Jackson St, #427 Milwaukee, WI 53202 or 1313 N Franklin Pl, #805 Milwaukee, WI 53202	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
Thull, Gerald T	See, JT Roofing, Inc					
Ventura, Robert	See, Mid-W Enterprises, Inc					
Wagner, Cory L	See, Wagner Companies, Inc					
Wagner Companies, Inc, dba John's Concrete	2063 Georgia Ave Racine, WI 53404	8/1/15	7/31/18	1	2013	None
Yaresh, Kathleen R	See, Grade A Construction, Inc					

Cause Code: 1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime 3 = Kickback 4 = Payroll Records.

PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Authorized Officer Signature	Date Signed		
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

If you have any questions call (608) 266-6861

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____))SS County Of _____)	Project Name	
	DWD Determination Number	Project Number (if applicable)
	Date Determination Issued	Date of Subcontract
	Awarding Contractor	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- **I have** fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ()
Print Name of Authorized Officer			Date Signed	
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

If you have any questions call (608) 266-6861

Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes).

The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

1. Name of Project Appearing on the Project Determination				
County	City, Village or Town			
DWD Project Determination Number	Project Number (if applicable)			
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)				
a.	b.			
c.	d.			
3. Employer Name (Print)				
Address		City	State	Zip Code
Telephone Number ()		Requester Title		
Email address (if you prefer to receive your response via email)		Fax Number (if you prefer to receive your response via fax) ()		

READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

Requester Signature	Date Signed
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MAIL the completed request to:
 EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
 PO BOX 8928, MADISON WI 53708

OR

FAX the completed request to: (608) 267-4592 / **DO NOT e-mail your request.**
 Call (608) 266-6861 for assistance in completing this form.

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated July 2015)

NOTE: Recent prevailing wage law changes enacted by the 2015-17 Budget Bill (2015 Wisconsin Act 55) do not go into effect until calendar year 2017.

For prevailing wage laws and frequently asked questions, refer to the prevailing wage website at:
http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability	All public entities	Prevailing wage rates do not apply to minor service or maintenance work, warranty work, or work under a supply and installation contract.
Non-applicability: Minor service or maintenance work	Local governmental units & Contractors	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years or that is performed for a TOWN and is not funded under §86.31, regardless of projected life span; • the depositing of gravel on an existing gravel road applied solely to maintain the road; • road shoulder maintenance; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Minor service or maintenance work	State agencies	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Supply & installation contract	All public entities	Supply and installation contract means a contract under which the material is installed by means of simple fasteners or connectors such as screws or nuts and bolts and no other work is performed on the site of the project of public works, and the total labor cost to install the material does not exceed 20 percent of the total cost of the contract.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Statewide uniformity	Local governmental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.
Substance Abuse Testing	Contractors & Workers	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
<p>Covered employees</p>	<p>Truck drivers & Other workers & Contractors</p>	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <ol style="list-style-type: none"> 1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle. 2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.

DOCUMENT 00900

ADDENDA

FILE ADDENDA HERE

SECTION 01011

SUMMARY OF PROJECT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Project; Work covered by Contract Documents.
- B. Contracts.
- C. Administrative and procedural Sections applicable to all Contracts.
- D. Work under prime Contracts.

1.02 RELATED SECTIONS

- A. Section 01019 - Contract Considerations.

1.03 PROJECT - WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of the single prime contract comprises the Project for the construction of the
Wilshire Drive
Jackson Drive – Georgetown Drive

1.04 CONTRACTS

- A. Perform Work under a unit price contract with the OWNER.
- B. Work of Contract is identified in the following Articles and on the Drawings.

1.05 CONTRACT NO. 1 - GENERAL

- A. Work of contract generally comprises the following:
 - 1. Excavation Common.
 - 2. Base aggregate dense.
 - 3. Concrete driveway and sidewalk.
 - 4. HMA pavement.
 - 5. Lawn restoration.
 - 6. Storm sewer.
 - 7. Sanitary sewer.
 - 8. Water main.

- B. Division 1 - General Requirements:
 - 1. All Sections

- C. Division 2 - Site Work
 - 1. All sections.

- D. Division 3 - Concrete
 - 1. All sections.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Application for Payment.
- B. Change procedures.
- C. Time limits for construction operation.

1.02 RELATED SECTIONS

- A. Document 00300 - Bid Form.
- B. Section 01400 - Quality Control.

1.03 APPLICATIONS FOR PAYMENT

- A. Submit three (3) copies of each application.
- B. Content and Format: Utilize Schedule of Unit Prices for listing items in Application for Payment.
- C. Payment Period: Application for payment must be to ENGINEER by the 15th day of each month for payment on the next month.
- D. Waiver of Liens to be filed for previous application for payment.

1.04 CHANGE PROCEDURES

- A. ENGINEER will advise of minor changes in Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions by letter.
- B. ENGINEER may issue Proposal Request, which includes detailed description of a proposed change with supplementary or revised Drawings and Specifications, or change in Contract Time. CONTRACTOR will prepare and submit estimate within an appropriate time to maintain project schedules.
- C. CONTRACTOR may propose change by submitting request for change to ENGINEER, describing proposed change and its full effect on Work. Include statement describing the reason for change, and effect on Contract Sum/Price and

Contract Time with full documentation and statement describing effect on Work by separate or other contractors.

- D. Stipulated Sum/Price Change Order: Based on Proposal Request and CONTRACTOR's price quotation or CONTRACTOR's request for a Change Order as approved by ENGINEER and price quotation.
- E. Construction Change Directive: ENGINEER may issue a directive, on letterhead form authorizing CONTRACTOR to proceed with change in Work, for subsequent inclusion in a Change Order. Letter will describe changes in Work, and designate method of determining change in Contract Sum/Price or Contract Time.
- G. Execution of Change Orders: ENGINEER will issue Change Orders for signatures of parties as provided in Conditions of Contract.

1.05 TIME LIMITS FOR CONSTRUCTION OPERATIONS

- A. The CONTRACTOR shall confine his construction activities to the times between 7:00 a.m. and 7:00 p.m., Monday thru Friday unless approved by the ENGINEER.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Pay items and units of measure.

1.02 RELATED REQUIREMENTS

- A. Document 00500 – Agreement
- B. Document 00700 – General Conditions

1.03 MEASUREMENT

- A. CONTRACTOR estimates shall be used for partial payments. CONTRACTOR shall submit to Engineer an “Application of Payment” for work completed. Request shall conform to “Schedule of Values”. ENGINEER will measure items for final payment.

1.04 PAYMENT

- A. Payment will be in accordance with Agreement and General Conditions.

1.05 UNIT PRICES

- A. Prices paid for various items shall include providing necessary material, labor, tools, equipment, insurance, transportation, disposal and incidentals.
- B. Quantity measured for payment shall be only actual amount incorporated in Work and accepted by OWNER.
- C. Cost of any work item called for in Contract Documents but not specifically provided for in a unit price shall be considered incidental to the Work and be included by CONTRACTOR in the unit prices and shall not be paid for separately.

1.06 STANDARD SPECIFICATIONS

- A. All roadway work shall conform to the Standard Specifications for Highway and Structure Construction, Wisconsin Department of Transportation, Latest Edition, hereinafter referred to as WDOT.

- B. All sanitary sewer and water main work shall conform to the Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition, but excluding Part I, hereinafter referred to as WS&W.
- C. In the case of a discrepancy between Section 02000 Special Provisions, WDOT specifications, and WS&W specifications, the Section 02000 Special Provisions shall govern.

1.07 SCHEDULE OF UNIT PRICE ITEMS

- A. The method and measurement and basis of payment for all unit price pay items shall be in accordance with the pertinent sections of the “Standard Specifications for Highway and Structure Construction,” State of Wisconsin, Latest Edition, and all Subsequent Supplemental Specifications (hereinafter referred to as WDOT standard specifications), or the project special provisions identified in Section 02000 Special Provisions, except for the following modifications:

Roadway Items

- 100.01 Clearing and Grubbing
 - a. Unit of measure: Lump Sum.
 - b. Payment shall be a lump sum price, for which price shall be full compensation for clearing, grubbing, and tree trimming, and as depicted on the project plans; and for all labor, tools, equipment, services and incidentals necessary to complete the work.
- 100.02-.03 Removing Concrete and Removing Curb & Gutter
 - a. Unit of measure: Square yard in accordance with WDOT 204.4.
 - b. Payment shall be in accordance with WDOT 204.5, except that bid item includes removal of concrete driveways and sidewalks.
- 100.04 Excavation Common
 - a. Unit of measure: Cubic yard in accordance with WDOT 205.4.
 - b. Payment shall be in accordance with WDOT 205.5, except that it shall be modified as follows:
 - i. The quantity to be paid for as excavation common will be “plan quantity” as set forth in the contract plans without measurement thereof. Any modifications to the contract quantity caused by corrections or revisions of the original contract plans which have been approved by the ENGINEER will be measured in accordance with the applicable section of the standard specifications and the contract quantity will be adjusted accordingly to determine the final pay quantity.

- ii. Payment shall include the removal of existing asphalt and other features which may be within the limits of the proposed work.
 - iii. If excavation below subgrade (EBS) is deemed necessary during construction, the EBS shall be measured in the field by the ENGINEER and paid for at the contract unit price for "Excavation Common".

- 100.05-.06 Base Aggregate Dense, ¾-Inch and 1 ¼-Inch
 - a. Unit of measure: Tons in accordance with WDOT 305.4.
 - b. Payment shall be in accordance with WDOT 305.5.

- 100.07 Breaker Run
 - a. Unit of measure: Tons in accordance with WDOT 311.4.
 - b. Payment shall be in accordance with WDOT 311.5.

- 100.08 Concrete Driveway 7-Inch
 - a. Unit of measure: Square yards in accordance with WDOT 416.4.
 - b. Payment shall be in accordance with WDOT 416.5, except that it shall be modified as follows:
 - i. High early strength concrete, if required for construction staging or access, is considered incidental.

- 100.09 HMA Pavement Type E-0.3
 - a. Unit of measure: Tons in accordance with WDOT 460.4.
 - b. Payment shall be in accordance with WDOT 460.5, except that payment shall include all asphaltic materials and tack coat.

- 100.10 Asphaltic Surface Driveways
 - a. Unit of measure: Tons in accordance with WDOT 465.4.
 - b. Payment shall be in accordance with WDOT 465.5, except that payment shall include all asphaltic materials and tack coat.

- 100.11 Concrete Curb & Gutter, 30-Inch Type D
 - a. Unit of measure: Lineal foot in accordance with WDOT 601.4.
 - b. Payment shall be in accordance with WDOT 601.5, except that it shall be modified as follows:
 - i. High early strength concrete, if required for construction staging or access, is considered incidental.
 - ii. Drilled tie bars, if required, shall be considered incidental.

- 100.12 Concrete Sidewalk 4-Inch
 - a. Unit of measure: Square foot in accordance with WDOT 602.4.
 - b. Payment shall be in accordance with WDOT 602.5, except that it shall be modified as follows:

- i. High early strength concrete, if required for construction staging or access, is considered incidental.

100.13 Lawn Restoration

- a. Unit of measure: Square Yard. The measured quantity shall equal the actual number of square yards of topsoil area to the depth specified within the limits of construction designated on the plans, or in the contract, or as the engineer directs.
- b. Payment shall be a square yard price, for which price shall be full compensation for providing, excavating, loading, hauling and placing the materials; for undercutting excavations, or underfilling embankments necessary to receive the topsoil material; for handling and storing all seed; for providing the required culture and inoculating seed as specified; for preparing the seed bed, sowing, covering and firming the seed; for providing and applying fertilizer; for protecting, and storing erosion mat materials or mulch on the project; for placing and anchoring the mat or mulch, including staples; for preparing the seeded areas; for installing end and junction slots; for repairing and reseeding damaged areas; for providing and applying water; and for disposing of all surplus and waste materials.

100.14 Erosion Control

- a. Unit of measure: Lump Sum.
- b. Payment shall be a lump sum price, for which price shall be full compensation for providing, installing, maintaining, and removing all necessary erosion control items, including but not limited to inlet protection, silt fence, and rock bags; and for all labor tools, equipment, services and incidentals necessary to complete the work.

100.15 Traffic Control

- a. Unit of measure: Lump Sum.
- b. Payment shall be a lump sum price, for which price shall be full compensation for providing, installing, constructing, assembling, painting, hauling, erecting, maintaining, restoring, moving and removing traffic signs, drums, barricades, and similar traffic control devices; for providing, placing and maintaining all posts, signs, lights, mounting hardware, orange flags, hold down devices, batteries; for providing, applying, and removing pavement markings, unless provided otherwise; and for all labor, tools, equipment, services and incidentals necessary to complete the work.

100.16-.17 Sawing Asphalt and Sawing Concrete

- a. Unit of measure: Lineal foot in accordance with 690.4.

- b. Payment shall be in accordance with 690.5.

Storm Sewer Items

- 200.01-.03 Removing Manholes, Inlets, and Storm Sewer
- a. Unit of measure: Each in accordance with WDOT 204.4.
 - b. Payment shall be in accordance with WDOT 204.5.
- 200.04 Storm Sewer Pipe PVC SDR-35 4-Inch
- a. Unit of measure: Lineal foot.
 - b. Payment shall be in accordance with WDOT 607.4 and 607.5 except that payment shall be full compensation for all materials, granular backfill, equipment, tools, labor, and incidentals necessary to complete the connection to existing pipe including Fernco or equal couplings, PVC fittings, and/or coring of RCP and for riser to existing ground at property.
 - c. Installation methods including the use of a mini-excavator, trenching machine, boring machine or other alternative method, if required to minimize disturbance during lateral installation, is considered incidental.
- 200.05-.08 Storm Sewer Pipe Reinforced Concrete (Size)
- a. Unit of measure: Lineal foot in accordance with WDOT 608.4.
 - b. Payment shall be in accordance with WDOT 608.5.
- 200.09-.11 Catch Basins 2x3-FT w/ Casting, Manholes 4-FT Diameter w/ Casting, and Manholes 6-FT Diameter w/ Casting
- a. Unit of measure: Each in accordance with WDOT 611.4.
 - b. Payment shall be in accordance with WDOT 611.5, except that is shall include supplying and installing the casting and necessary adjustment rings.
- 200.12 Manholes 6-FT Diameter “Doghouse” w/ Casting
- a. Unit of measure: Each in accordance with WDOT 611.4.
 - b. Payment shall be in accordance with WDOT 615.5 except that it shall include installing the structure over the existing pipe, sawing the existing pipe, forming and pouring a flowline, supplying and installing the casting and necessary adjustment rings; and for all labor, tools, equipment, services and incidentals necessary to complete the work. .
- 200.13 Concrete Collar
- a. Unit of measure: Square yards in accordance with WDOT 520.4.
 - b. Payment shall be in accordance with WDOT 520.5.

Sanitary Sewer Items

- 300.01 Removing Sanitary Sewer Manholes
- a. Unit of measure: Each in accordance with WDOT 204.4.
 - b. Payment shall be in accordance with WDOT 204.5.
- 300.02 Abandoning Sanitary Sewer
- a. Unit of measure: Each
 - b. Pay measurement shall be at the contract unit price and shall include excavation, closing of existing pipes, slurry backfill and all equipment, tools, labor, and incidentals necessary to complete the work.
- 300.03 Adjusting Sanitary Sewer Manhole
- a. Unit of measure: Each.
 - b. Payment shall be an each price, for which price shall be full compensation for removing and salvaging the existing frames, grates and lids, for providing new frames, grates and lids, and for providing and installing all required materials including HDPE adjusting rings and chimney seals. The contractor shall replace damaged covers rendered unusable by the contractor's operations, at no expense to the OWNER.
- 300.04 Connect to Existing Sanitary Sewer
- a. Unit of measure: Each
 - b. Pay measurement shall be made at the contract unit price each, including pipe, concrete, strapping, coring, rubber boots, solid sleeve, and all equipment, tools, labor, and incidentals necessary to complete the work.
- 300.05-.06 Sanitary Sewer Pipe PVC SDR-35 (Size)
- a. Unit of measure: Lineal Foot
 - b. Pay measurement shall be in accordance with Section 2.9.3 of WS&W, and shall include excavation, and granular backfill materials, and all equipment, tools, labor, and incidentals necessary to complete the work.
 - c. Installation methods including the use of a mini-excavator, trenching machine, boring machine or other alternative method, if required to minimize disturbance during lateral installation, is considered incidental.
- 300.07 Sanitary Sewer Manhole w/ Casting
- a. Unit of measure: Each
 - b. Pay measurement shall be made at the contract unit price each structure, including frame and cover, chimney seal, HDPE adjusting rings, steps, and all equipment, tools, labor, and incidentals necessary to complete the work.

Water Main Items

- 400.01 Removing Hydrant
- a. Unit of measure: Each
 - b. Payment shall be full compensation for removing existing hydrant and for all equipment, tools, labor and incidentals necessary to complete the work under this item.
 - c. Hydrants designated on the plans to be salvaged are the property of the Village of Jackson.
- 400.02 Abandoning Water Main
- a. Unit of measure: Each
 - b. Pay measurement shall be at the contract unit price and shall include excavation, closing of existing pipes, slurry backfill and all equipment, tools, labor, and incidentals necessary to complete the work.
- 400.03 Water Main Pipe HDPE 1 ¼-Inch
- a. Unit of measure: Lineal Foot
 - b. Payment shall be in accordance with Section 2.9.9 of WS&W, and shall include all components of the water service for the respective size designated on the plans, including all excavation, bedding, granular backfill, taps, connections, tracer wire, fittings, valve stops, and boxes, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work in accordance to the contract.
 - c. Installation methods including the use of a mini-excavator, trenching machine, boring machine or other alternative method, if required to minimize disturbance during lateral installation, is considered incidental.
- 400.04-.05 Water Main Pipe PVC C-900 (Size)
- a. Unit of measure: Lineal Foot
 - b. Payment shall extend from the spigot or cut end to the base of hub or bell end of the installed main, and shall include excavation, all necessary bedding and granular backfill materials, connection to existing watermain; and all equipment, tools, labor, and incidentals necessary to complete the work.
- 400.06-.07 Gate Valve (Size)
- a. Unit of measure: Each
 - b. Payment shall include furnishing and setting of the valve and valve box utilizing a Valve Box Adaptor II as manufactured by Adaptor, Inc., all necessary bedding and backfill materials, and all equipment, tools, labor, and incidentals necessary to complete the work.

- 400.08-.13 Water Main Fittings (Type & Size)
- a. Unit of measure: Each
 - b. Payment shall be full compensation for furnishing and installing fitting at location designated on the plans or in the field as directed by the ENGINEER. Such payment shall include full compensation for all equipment, tools, labor and incidentals necessary to complete the work under this item. Connection to existing water main with solid sleeve, wye, reducer, or any other fitting shall be incidental to the respective bid item for the fitting.
- 400.14 Hydrant
- a. Unit of measure: Each
 - b. Payment shall be in accordance with Section 2.9.7 of WS&W, except that payment shall include the cost for providing and installing a Valco tracer wire access box, and all equipment, tools, labor, and incidentals necessary to complete the work under this item.

INCIDENTAL CONSTRUCTION

- A. All work necessary to complete the project in accordance with the plans and contract, and not specifically accounted for in any other bid item, shall be considered incidental to the other bid items. The CONTRACTOR shall include the cost to provide the work in his separate unit prices and shall not be paid separately for these items.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Preconstruction conference.
- D. Progress meetings.

1.02 RELATED SECTIONS

- A. Section 01011 - Summary of Project.

1.03 COORDINATION

- A. Coordinate scheduling, submittals, and Work of various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate construction with the other CONTRACTORS and OWNER.
- C. All CONTRACTORS shall have e-mail.

1.04 FIELD ENGINEERING

- A. OWNER shall establish reference points and provide layout construction.
- B. OWNER shall provide the following layout:
 - 1. One stakeout of offset reference stakes.
 - 2. One stakeout of subgrade.
 - 3. One stakeout of curb & gutter stakes.
 - 4. One stakeout of storm sewer structures.
 - 5. One stakeout of sanitary sewer structures.
 - 6. One stakeout of water main fittings.

CONTRACTOR is responsible for all field engineering in addition to the field engineering provided by OWNER as necessary to complete the Work.

If stakes and boards have to be reset because of negligence of CONTRACTOR, CONTRACTOR shall bear the cost of such work.

1.05 PRECONSTRUCTION CONFERENCE

- A. ENGINEER will schedule, conduct and prepare meeting minutes for a preconstruction conference.
- B. Attendance Required: OWNER, ENGINEER and CONTRACTORS.
- C. Agenda:
 - 1. Execution of OWNER-CONTRACTOR Agreement, if not completed.
 - 2. Submission of executed bonds and insurance certificates, if not completed.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule, if not completed.
 - 5. Designation of personnel representing the parties in Contract, and the ENGINEER.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 - 7. Record Drawing responsibilities.
 - 8. Scheduling.
 - 9. Scheduling activities of OWNER.
 - 10. Contract and alternates summary of work of all contracts.
 - 11. Other business relating to work.

1.06 PROGRESS MEETINGS (IF REQUIRED)

- A. ENGINEER will schedule meetings throughout progress of Work at appropriate intervals.
- B. ENGINEER will conduct meetings, prepare agenda, preside at meetings, record minutes, and distribute copies to participants.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, ENGINEER, as appropriate to agenda topics for each meeting.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Record drawing review.
14. Other business relating to Work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. Reference Standards.
- C. Field samples.
- D. Inspection and testing laboratory services.
- E. Manufacturers' field services and reports.

1.02 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- D. Comply with specified standards as minimum quality for Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.03 REFERENCE STANDARDS

- A. Conform to reference standard by date of issue current on date for receiving bids.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from ENGINEER before proceeding.

- D. Contractual relationship of parties to Contract shall not be altered from Contract Documents by mention or inference otherwise in any reference document.

1.04 FIELD SAMPLES

- A. Install field samples at site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by ENGINEER.

1.05 INSPECTION AND TESTING LABORATORY SERVICES

- A. OWNER will appoint and employ services of an independent firm to perform testing.
- B. The independent firm will perform tests and other services specified in individual specification Sections and as required by the ENGINEER.
- C. Testing and source quality control may occur on or off the Work Site. Perform off-site testing as required by the ENGINEER.
- D. Reports will be submitted by the independent firm to the OWNER, ENGINEER and CONTRACTOR, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance with incidental labor as requested. Notify ENGINEER and independent firm as requested 48 hours prior to expected time for operations requiring services. Make arrangements with independent firm and pay for additional samples and tests required for CONTRACTOR'S use.
- F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. Payment for re-testing will be charged to the CONTRACTOR by deducting testing charges from the Contract sum.

1.06 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to ENGINEER 10 days in advance of required observations. Observer subject to approval of Engineer.

- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment and as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 20 days of observation to ENGINEER for review.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Warranties.

1.02 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for ENGINEER's inspection.
- B. Provide submittals to ENGINEER and OWNER that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.04 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revision to Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
 - 4. All changes and revisions, including change orders, to Drawings.
 - 5. Details not on original Contract Drawings.
- F. Submit documents to ENGINEER with claim for final Application for Payment.

1.06 WARRANTIES

- A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections and as follows.
- B. Submit warranty information as follows:
 - a. Provide notarized copies.
 - b. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
 - c. Submit with request for certificate of Substantial Completion.

- d. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty period.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 02000

SPECIAL PROVISIONS

Wilshire Drive

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SPECIAL PROVISIONS

1. General

All references in these special provisions to department shall refer to Village of Jackson or their representatives.

Perform the work under this construction contract for the reconstruction of Wilshire Drive from Jackson Drive to Georgetown Drive in the Village of Jackson, Washington County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, Latest Edition, as published by the department (hereinafter referred to as WDOT), these special provisions, the Village of Jackson Standard Specifications, and the Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition.

All items not specifically shown on the plans or within the special provisions shall be considered incidental to other items in the contract.

2. Scope of Work

The work under this contract shall consist of excavation common, base aggregate dense, HMA pavement, concrete curb and gutter, driveways and sidewalk, storm sewer, sanitary sewer, water main, mobilization, restoration, sawing, finishing and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

3. Prime Contractor Participation

The prime contractor shall perform at least 30 percent of the original contract amount in accordance with the State of Wisconsin Standard Specifications for Highway and Structure Construction, Latest Edition, Section 108.1.2.

4. Prosection and Progress

Begin work within 10 calendar days after issued a written notice to proceed.

Contract Time for Completion

Work must be substantially completed within 8 weeks of beginning construction and no later than August 26, 2016 and fully completed no later than September 16, 2016.

5. Hours of Operation

CONTRACTOR shall request permission from the Village at least two days prior to performing any work prior to 7:00 A.M., or later than 7:00 P.M., or on Saturdays, Sundays, or legal holidays. In the event of no inspector being available, excessive

noise, traffic, or other disruption, the ENGINEER shall have the sole right to order the discontinuance of work during the above times.

6. Information to Bidders

The Village of Jackson has applied for a NR 216 (NOI) and Water Main Extension Permit through the Wisconsin Department of Natural Resources (WDNR). Approval by WDNR is pending.

The contractor shall keep a copy of the permits on site, and shall comply with the conditions of the permit in addition to the requirements of the special provisions throughout construction.

7. Traffic Control

Wilshire Drive will be closed to through traffic as part of this contract. Maintain emergency vehicle access within the project limits at all times. Maintain access to driveways at all times, with the exception of concrete curb and gutter and concrete driveway construction. Provide adjacent residents or business owners a 24 hour notice before closing driveway access for any length of time greater than 30 minutes.

All traffic control shall be in accordance with WDOT sections 643.2 and 643.3, the Manual on Uniform Traffic Control Devices, and these plans and specifications.

8. Construction Traffic/Haul Roads

No construction traffic will be allowed to utilize local roadways. The haul route for this project will be Jackson Drive to STH 60 unless alternate route is approved by Village of Jackson.

9. Utilities

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per Wisconsin state statutes. Use caution to insure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Contact each utility company listed in the plans, prior to preparing bids, to obtain current information on the status of existing and any new utility relocation work.

10. Protection of Concrete

Subsection 415.5.14 of the WisDOT standard specifications is supplemented as follows:

The contractor shall provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), the necessary equipment, and materials shall be construed to be included in the contract unit price for each concrete item.

11. Material Disposal Sites

All locations and permits for material disposal sites shall be the responsibility of the contractor. All costs associated with material disposal sites, including, but not limited to, erosion control, fertilizing, and seeding shall be considered incidental to other items.

12. Construction Staking

All construction staking required for the project shall be completed by Gremmer & Associates, Inc. Contractor shall notify Jay Panetti at 920-924-5720 (office) or 920-539-3316 (cell) a minimum of 3 working days prior to required staking to be completed.

13. Temporary Utilities

Contractor shall pay all costs of electricity, telephone services, and sanitary facilities which they require.

14. Drainage

Contractor shall provide for the flow of existing surface drainage in existing sewer, water courses, culverts, gutters, catch basins, drains, etc., which are affected by the prosecution of the work. Any diversion of existing water courses shall be done solely on the land of the Owners unless proper rights for diversion on other land have been procured.

Excessive ponding due to grading shall be avoided. Temporary facilities shall be provided by the Contractor to handle "trapped" water until such time that permanent drainage facilities are constructed.

15. Street Sweeping

Remove dirt and dust particles from the roadway and impacted adjacent roadways using a street sweeper periodically during the project as directed by the engineer. Provide a self-contained mechanical or air conveyance street sweeper and dispose of the accumulated material. Street sweeping shall be considered incidental to other bid items.

16. Water

Water will not be paid for as a separate bid item. Contractor shall provide and pay for all costs associated with water required for grading, excavating, backfilling, compacting and erosion control.

17. Mobilization

Mobilization will not be paid for as a separate bid item. All costs associated with mobilization for the project shall be considered incidental to other items.

18. Mailboxes

Contractor shall be responsible for the removal and re-installation of mailboxes along the project in accordance with the United States Postal Service regulations. Contractor shall replace any mailboxes damaged during the removal and re-installation process. Temporary mailboxes shall be installed as required to allow for uninterrupted mail delivery to residents along the project. All work associated with the removal and installation of temporary and permanent mailboxes shall be considered incidental to the project.

19. Street Signs

All signs impacted by construction shall be temporarily relocated or removed and stockpiled for pick-up by the Village of Jackson. Any signs or posts damaged by construction activities will be replaced by the contractor at no cost to the Village. Reinstallation, if required, will be completed by the Village of Jackson prior to streets being opened to traffic.

20. Removals

All removals, including removals of existing hydrant, asphalt, curb and gutter, culvert pipes, storm sewer, box culverts, sidewalk, manholes and inlets. This includes breaking down, removing, closing, plugging, or sealing; removing and disposing of headwalls; hauling and disposing of materials; providing any required bentonite, soil, brick, concrete block, or concrete; restoring the roadway cross-section; and for backfilling with granular backfill.

Removal construction methods shall be in accordance with the applicable sections of WDOT 203.3 and 204.3. Granular backfill shall be used.

Existing hydrants to be removed shall be returned to the Village of Jackson. Care shall be taken to ensure existing hydrant is not damaged during removal.

21. Base Aggregate Dense

Base aggregate dense shall be virgin material and shall be approved by the on-site engineer prior to placement. Recovered asphalt and/or concrete will not be allowed for the project.

22. Lawn Restoration

A Description

In accordance with WDOT 625.1, 628.1, 629.1, and 630.1 and as hereinafter described at the locations shown in the plan.

B Materials

Provide materials in accordance WDOT 628.2, 629.2, and 630.2 except as follows:
Erosion Mat shall be WDOT Erosion Mat Urban Class I Type A conforming to 628.2. Fertilizer shall be WDOT Type B conforming to 629.2. Seed shall be WDOT seed mix No. 40 conforming to 630.2.

Topsoil shall be loam, sandy loam, silt loam, silty clay loam, or clay loam humus bearing soils adapted to sustain plant life with a minimum organic content of 5% and a pH between 6.0 and 7.0. Topsoil shall be pulverized and screened prior to placement and contain no clods larger than one inch in diameter and be free of lumps, stones, sticks or any other foreign material.

C Construction

In accordance with WDOT 625.3, 628.3, 629.3, and 630.3 except as follows:
Spread topsoil to a minimum depth of 4-inches. Top dressing of the existing terrace may be allowed at the discretion of the Village of Jackson and on-site engineer based on the condition of the terrace after construction of the roadway, utilities, and sidewalk.

23. Storm Sewer

A Description

Furnish and install new storm sewer in accordance with the plans, WDOT, the Village of Jackson Standard Specifications (attached), and the following specifications.

B Materials

In accordance with WDOT and the Village of Jackson Standard Specifications, except as follows:

Storm Sewer Pipe PVC SDR-35 4-Inch shall be PVC, conforming to ASTM D3034, SDR-35, with rubber gasketed joints.

C Construction

In accordance with WDOT and the Village of Jackson Standard Specifications.

24. Sanitary Sewer

A Description

Furnish and install new sanitary sewer in accordance with the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition, but excluding Part I, hereinafter referred to as WS&W, the Village of Jackson Standard Specifications (attached), and the following specifications.

B Materials

In accordance with Village of Jackson Standard Specifications, except as follows:

All backfill shall be granular backfill in conformance with Section 8.43.4 of WS&W.

C Construction

In accordance with Village of Jackson Standard Specifications, except as follows:

All sanitary sewer lines shall be televised after all tests have been completed and a hard copy record report with compact disc of televising results shall be provided to the Village of Jackson.

Deflection testing of PVC sewer pipe shall be required in accordance with Section NR 110.13.2(k)2 of the Wisconsin Administrative Code. Testing shall be conducted by the Contractor under the observation of the engineer. The Contractor shall submit all test results to the Village of Jackson.

All backfill shall be granular material conforming to Section 8.43.2 thru 8.43.7 of the WS&W. All trench granular backfill shall be $\frac{3}{4}$ Inch Graded Crushed Stone as specified in table 39, Section 8.43.7 of the WS&W.

All backfill shall be consolidated by mechanical compaction in accordance with Section 2.6.14 of WS&W. All trenches in roadways shall be compacted to 95% of Standard Proctor dry density.

25. Water Main

A Description

Furnish and install new water main, and related appurtenances in accordance with the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition, but excluding Part I, hereinafter referred to as WS&W, the Village of Jackson Standard Specifications (attached), and the following specifications.

B Materials

In accordance with Village of Jackson Standard Specifications, except as follows:

All backfill shall be granular backfill in conformance with Section 8.43.4 of WS&W.

For PVC water mains, a shell-type cutter with multiple cutting teeth shall be used for tapping service connections, as follows:

- A. Corporation stops shall not be located closer than one (1) foot from pipe joints. Insertions on opposite sides of the main, shall be separated by a minimum of one (1) foot. Insertions on one side of the main shall be staggered and separated by a minimum of one (1) foot.
- B. Teflon tape shall be placed on the corporation stop threads prior to installation.

Water services shall be high density polyethylene tubing.

Hydrants shall be Waterous Pacer Model WB-67. Hydrants shall be located on lot lines where practical.

C Construction

Pressure testing and leakage testing in accordance with Section 4.15.2 and 4.15.3 of the State Specification shall be conducted by the Contractor under the observation of the Inspector. Test results shall be supplied directly to the Village.

An air release assembly, in accordance with Section 4.12.1 of the State Specification, or hydrant, shall be installed at all high points in water mains and at testing points.

All backfill shall be granular material conforming to Section 8.43.2 thru 8.43.7 of the WS&W. All trench granular backfill shall be $\frac{3}{4}$ Inch Graded Crushed Stone as specified in table 39, Section 8.43.7 of the WS&W.

All backfill shall be consolidated by mechanical compaction in accordance with Section 2.6.14 of WS&W. All trenches in roadways shall be compacted to 95% of Standard Proctor dry density.

All valves, hydrants, and special fittings shall be supported in a vertical position on a solid concrete block or concrete support.

Adjusting water valves and curb stops will not be paid for as a separate bid item. All costs associated with adjusting water valves and curb stops for the project shall be considered incidental to other items. Contractor shall verify valve and curb stop boxes are centered over valve/curb stop and in good condition free of any cracks or defects prior to restoration operations. Additional and replacement valve and curb stop box sections, if required, shall be furnished and installed at no additional cost to the Village of Jackson.

Contractor is responsible to contact the Jackson Water Utility, and give 24 hour notice of any water system or service outage. The water utility staff will operate all valves. This item will be paid by the each new valve installed.

Village of Jackson

Storm Sewer Specification

Village of Jackson Storm Sewer Specification

Updated: 3/28/08

1. AMENDMENTS TO STANDARD SPECIFICATIONS

- A. Standard Specifications - The applicable sections of Chapters 2 through 6 inclusive of the "Standard Specifications for Sewer and Water construction in Wisconsin:" Latest Published Edition, and State of Wisconsin Dept. of Transportation Standard Specifications for Road and Bridge Construction, 1996 Edition shall apply to all Work and Material under this project with the exception that such specifications are modified and/or supplemented as set forth in these Special Provisions.
- B. Permit Conditions
1. In the event blasting is required, contractor shall obtain all necessary permits including, but not limited to, State of Wisconsin, Department of Commerce.

2. STORM SEWER

A. Pipe Materials

1. The pipe material used on the project shall be as shown on the plans. All storm sewer pipes, including catch basin leads, shall be at a minimum Class III ASTM C-76 reinforced concrete pipe (or Class HE-II minimum ASTM C-507 for elliptical Reinforced Concrete Pipe as specified in Chapter 8.6.0, Reinforced Concrete Pipe, of the Standard Specifications. Storm sewer pipe shall have rubber gaskets at all joints. Other pipe material may be allowed by written approval of the Village Engineer.

B. Bedding, Cover and Backfill Materials

1. Bedding materials - Class "C" (Standard Section) bedding as specified in Section 3.2.6, Pipe Sewer Bedding Sections, and File No. 3, Part VII, of the Standard Specifications shall be used. Bedding materials shall be crushed stone chips as specified in Section 8.43.2, Bedding Materials, of the Standard Specifications. Upon approval by the Village Engineer, ¾-inch clean, washed, sound and durable crushed stone or ¾-inch crushed stone chips as specified in Chapter 8.43.6 of the Standard Specifications can be used for water main pipe 18 inch or less in diameter.

2. Cover Materials - Cover materials used shall be Crushed Stone Chips as specified in Section 8.43.3, Bedding Materials, and file No. 4, Part VII, of the Standard Specifications.
3. Backfill Materials
 - a. Backfill Materials - Unless otherwise noted on the plans, all trenches shall be backfilled with Granular Backfill as specified in Chapter 8.43.4 of the Standard Specifications.
 - b. Where spoil backfill is allowed, material used shall be select excavated materials subject to the requirements of Chapter 8.43.5, Excavated Materials Used as Backfill, of the Standard Specifications. In area(s) where excavated material(s) are determined to be not acceptable, in the judgment of the Village Engineer, then previously specified imported backfill material will be required.

C. Consolidation of Backfill

1. All backfill shall be consolidated by Mechanical compaction as specified in Chapter 2.6.14(b), Consolidation of Backfill, of the Standard Specifications.
2. The 12-inch crushed stone base course shall be placed within one (1) week following trench consolidation.
3. At the end of the working day, open excavations shall not exceed twenty-five feet (25') in length. All open trenches shall be barricaded off or steel plated.

D. Testing of Storm Sewer

1. All mainline storm sewers shall be required to conform to Chapter 3.2.4, of the Standard Specifications. Visible beam lamping will be used to identify the uniformity of bore.

E. Payment

1. The payment measure shall be at the unit bid price per linear foot measured horizontally, as provided for in the Proposal and in accordance with Chapter 2.8.1, Pay Measurement for Sewers and Drains, of the Standard Specifications.

3. STORM CATCH BASINS AND MANHOLES

A. Catch Basins

1. Catch basins shall be constructed in accordance with the standard detail of the Village of Jackson and Chapter 3.6.0. Catch basins in pavement areas shall have a 12-inch sump.
2. The excavation at the catch basin shall be backfilled with 1 inch crushed stone chips to the base course of the pavement.

B. Concrete Structures

1. Structures shall generally be constructed in accordance with the File Drawings presented in the Standard Specifications. Due to the low vertical height in some structures it may be necessary to use solid manhole block to build the structures. Only chloride resistant block will be allowed.

C. Frames and Grates

1. Castings
 - a. Inlet castings shall be Neenah R-3246-A, Neenah R-1550A, and MS Type Grate as shown on the plans. Field grates shall be R-4342, placed on a 24-inch diameter Reinforced Concrete Pipe, with a 12-inch concrete base.

D. Catch Basin Chimney

1. Grade Rings
 - a. Concrete grade rings for building catch basins and storm inlets shall be either 2 or 4 inches high containing a minimum of one NO. 2 reinforcing rod centered within the ring. Rings shall be grooved to receive manhole steps, when applicable. Maximum total chimney height, excluding manhole frame, shall not exceed 12 inches, with a minimum of 4 inches.

E. Type 9 Inlets

1. Shall conform to WISDOT specifications for Roads, Bridge Construction and shall include two MS grates.

F. Payment

1. Payment shall be by the unit bid price per each structure, which shall include all components specified above.

Village of Jackson

Sanitary Sewer Specification

Village of Jackson Sanitary Sewer Specification

Updated: 3/27/08

1. AMENDMENTS TO STANDARD SPECIFICATIONS

- A. Standard Specifications - The applicable sections of Chapters 2 through 6 inclusive of the "Standard Specifications for Sewer and Water construction in Wisconsin:" Latest Published Edition, and State of Wisconsin Dept. of Transportation Standard Specifications for Road and Bridge Construction, 1996 Edition shall apply to all Work and Material under this project with the exception that such specifications are modified and/or supplemented as set forth in these Special Provisions.

- B. Permit Conditions
 - 1. In the event blasting is required, contractor shall obtain all necessary permits including, but not limited to, State of Wisconsin, Department of Commerce.

2. SANITARY SEWERS

A. Pipe Materials

- 1. The pipe material used on the project shall be as shown on the plans as specified herein. However, the contractor shall utilize only one type of material for the entire project.

- 2. Polyvinyl Chloride (PVC) Sewer Pipe - All polyvinyl chloride sewer pipe shall be as specified in Chapter 8.10.0, Polyvinyl Chloride Sewer Pipe and Fittings, of the Standard Specifications. All PVC pipe 15 inches in diameter and less shall be SDR-35 conforming to ASTM D-3034 and all PVC pipe 18 inches in diameter and greater shall have a pipe stiffness of 46 PSI conforming to ASTM F-679. Rubber gaskets shall be used as specified in Chapter 8.10.6 Pipe Joints, Rubber Gasket, and in Chapter 8.10.4, Marking, of the Standard Specifications.

All lateral connections shall be fabricated wye connections and all riser connections shall be fabricated tee connections.

B. Bedding, Cover and Backfill Materials

- 1. Bedding materials - Class "B" (compacted section) bedding as specified in Chapter 3.2.6, Pipe Sewer Bedding Sections, and File No. 4, Part VII, of

the Standard Specifications shall be used. Bedding materials shall be Crushed Stone Chip as specified in Chapter 8.43.2, Bedding Materials, of the Standard Specifications.

2. Cover Materials - Cover materials used shall be Crushed Stone Chips as specified in Chapter 8.43.2, Bedding Materials, and file No. 4, Part VII, of the Standard Specifications.
3. Backfill Materials
 - a. Backfill Materials - Unless otherwise noted on the plans, all trenches shall be backfilled with Granular Backfill as specified in Chapter 8.43.4 of the Standard Specifications. Upon approval by the Village Engineer, ¾-inch clean, washed, sound and durable crushed stone or ¾-inch crushed stone chips as specified in Chapter 8.43.4 of the Standard Specifications can be used for sanitary sewer pipe 18 inch or less in diameter.
 - b. Where spoil backfill is allowed, material used shall be select excavated materials subject to the requirements of Chapter 8.43.5, Excavated Materials Used as Backfill, of the Standard Specifications. In area(s) where excavated material(s) are determined to be not acceptable, in the judgment of the Village Engineer, then previously specified imported backfill material will be required.

C. Consolidation of Backfill

1. All backfill shall be consolidated by Mechanical Compaction as specified in Chapter 2.6.14(b), Consolidation of Backfill, of the Standard Specifications.
2. The roadway gravel base course shall be placed within one (1) week following trench consolidation.
3. At the end of the working day, open excavations shall not exceed twenty-five feet (25') in length.

D. Installed Pipe Testing

1. **Polyvinyl Chloride Sewer Pipe** - The entire length of the installed PVC main line pipe shall be tested for acceptance with an approved go-no-go acceptance testing device as specified in Chapter 3.2.6(I)(4) for the 5% deflection limit, Deflection Test, and File No. 30, Part VII, of the Standard Specifications.

All PVC sanitary sewers shall be required to pass the low-pressure air test as specified in Chapter 3.7.0, Leakage Test of Sanitary Sewers, and file No. 31, part VII, of the Standard Specifications.

2. **Concrete Sewer Pipe** - All concrete sewer pipe shall be required to pass the low pressure air test as specified in Chapter 3.7.0, Leakage Test of Sanitary Sewers, and File No. 31, Part VII of the Standard Specifications.
3. All main line sanitary sewers shall be required to conform to Chapter 3.2.4, of the Standard Specifications. Visible beam lamping and televising of main will be used to identify uniformity of bore. Line sections not passing this test requirement shall be rejected. The Village Engineer will determine acceptability.

E. Construction Bulkhead

1. Before extending a sanitary sewer, the Contractor shall provide a bulkhead in the existing sewer immediately downstream of the point of connection. This bulkhead shall be left in place until the new sewer has been cleaned of accumulated water and debris and has been accepted. If a rubber plug is used as a bulkhead, then the Contractor's name shall be securely fastened to the plug.

F. Payment

1. The payment measure shall be at the unit bid price per lineal foot measured horizontally, as provided for in the Proposal and in accordance with Chapter 2.8.1, Pay Measurement for Sewers and Drains, of the Standard Specifications.

3. **SANITARY SEWER LATERALS**

A. **Compliance with Codes**

1. All building sewers and water services shall be installed in accordance with the Wisconsin Administrative Code, Section IHLR 82 and all local plumbing codes and regulations, as well as the Standard Specifications.

B. **Notice of Work on Laterals**

1. It shall be the responsibility of the Contractor to notify the property owner and the Engineer at least forty-eight (48) hours in advance of any work performed on service connections.

C. **Pipe Materials**

1. All sanitary laterals shall be constructed of 6-inch diameter polyvinyl chloride (PVC) sewer pipe conforming to the requirements of Chapter 5.3.10, Type of Pipe to be used, of the Standard Specifications. The type of joint to be used shall be rubber gasket conforming to the requirements of Chapter 8.41.4, Gaskets for Polyvinyl Chloride Sewer Pipe, of the Standard Specifications.

D. Laying of Laterals

1. All building sewer laterals shall meet the requirements of Chapter 5.3.0, Laying of Building Sewers and File No. 50, of the Standard Specifications.
2. All lateral trenches shall be backfilled by the end of the working day. Lawn restoration for each lateral shall be completed within seven (7) calendar days after completion of Backfilling Operations. A reasonable adjustment to this restoration requirement may be approved by Engineer with appropriate justification.
3. Each lateral shall be installed to the lot line or as shown on the plans. A marker shall be placed at the end of the lateral as specified in Chapter 5.3.5 of the Standard Specifications. Each lateral shall be provided with a waterproof and leak proof stopper or cap subject to the approval of the Engineer. No solvent weld caps will be allowed.
4. No sewer laterals shall be installed directly into a manhole, unless approved by the Village Engineer.

E. Bedding, Cover and Backfill Materials

1. All bedding and cover materials used shall be as specified for Sanitary Sewers, above.
2. All backfill materials used shall be as specified for Sanitary Sewers, above.

F. Consolidation of Backfill

1. Backfill shall be consolidated as specified for Sanitary Sewers, above.

G. Installed Pipe Testing

1. All sewer laterals shall be tested simultaneously with the main line sewer and shall be required to pass the low pressure air test as specified in Chapter 5.4.3, Low pressure Air Exfiltration Test, and in Chapter 3.7.0, Leakage Test of Sanitary Sewers, of the Standard Specifications.

2. All sewer laterals connecting to manholes and all lateral extensions shall be subject to requirements of visible beam lamping to identify uniformity of bore.

H. Payment

1. Pay measurement shall be at the Unit Price bid per lineal foot measured horizontally and shall include the cost of all necessary permits, all in accordance with Chapter 2.9.2, Pay Measurement for New Building Sewers, of the Standard Specifications.

4. **SANITARY MANHOLES / SAMPLING MANHOLES**

A. **General**

All manholes shall be as specified in Chapter 3.5.0, Manholes, of the Standard Specifications and as hereinafter provided for. Pre-cast manhole sections shall have interior diameters for respective pipe sizes and conform to the following table and Chapter 8.39.0, Pre-cast Reinforced Concrete Manholes, and File No. 12 Part VII, of the Standard Specifications. "Ramnek", Kent Seal or approved equal shall be used for jointing pre-cast manhole sections.

<u>Pipe Diameter</u>	<u>Manhole Diameter</u>
8"-30"	48"
36"	60"
42"	72"

Note: Sampling Manhole shall be 48" diameter.

B. **Pipe to Manhole Connection**

1. All sanitary sewer pipes to manhole connections for PVC or ABS Pipe shall be with an approved flexible, watertight pipe to manhole seal as specified in Chapter 3.57(1)(c), Flexible Connection of Pipe, of the Standard Specifications. "A-Lock" and "Core Seal" boots or approved equal shall be used.
2. All connections for Concrete Pipe to manhole connections shall be with an approved flexible, watertight pipe to manhole seal as specified in Chapter 3.5.7(a), non-flexible connection of Rigid Pipe, of the Standard Specifications.
3. The annular space between non-rigid pipe and the manhole wall shall be plugged with flexible butyl rubber gasket material prior to pouring the

manhole invert and bench to maintain the seal flexibility. The gasket material shall be E-Z Stick or Kent Seal and to be trowel-able grade butyl rubber conforming to AASHTO M-198.

4. Bulkhead(s) for future pipe connections into the manhole shall be accomplished in the manner described by File 13A, Bulkhead for Manhole Wall Opening for Future Connection, Part VII, of the Standard Specifications.

C. Frame/Chimney Seals

All manholes shall be equipped with an internal rubber frame/chimney seal, as specified in Chapter 3.5.4, Watertight Frame/Chimney Seals, of the Standard Specifications.

1. Internal Rubber Frame Seal

- a. Frame seals shall consist of a flexible internal rubber sleeve; interlocking extensions and stainless expansion bands as manufactured by Cretex Specialty Products or a pre-approved equal conforming to the following requirements.
 - b. The seal shall remain flexible throughout a 25-year design life, allowing repeated vertical movement of the frame of not less than 2 inches and/or repeated horizontal movement of not less than ½ inch. The sleeve portion of the seal shall be either double or triple pleated with a minimum unexpanded vertical height of either 8 inches or 10 inches respectively. The sleeve and extension shall have a minimum thickness of 3/16 inches and shall be made from a high quality rubber compound conforming to the applicable requirements of ASTM C-923, with a minimum 1500 psi tensile strength, a maximum 18 % compression set and a hardness (udometer) of 48+/-5. The bands shall be integrally formed from 16 gauge stainless steel conforming to ASTM A-240, Type 304, with no welded attachments, shall have a minimum adjustment range of 2 diameters inches and a positive locking mechanism. Any screws, bolts or nuts used for this mechanism shall be stainless steel conforming to ASTM F-593 and 594, Type 304.
2. In addition to the frame seal, each manhole shall have a triple layer of eight- (8) mil. polyethylene wrap applied around the manhole from the top of the frame to a minimum depth of 84 inches. The wrap shall extend at least 18 inches below the bottom of the corbel section. The wrap may be applied as a bag or wrapped around the manhole in a continuous manner with seams appropriately bonded with waterproof tape.

3. Payment for furnishing and installing the internal rubber sleeves shall be included with the manhole unit price bid.

D. Manhole Chimneys

1. **Grade Rings**

- a. **No concrete adjusting rings will be allowed, unless otherwise approved by the Village Engineer.** *Concrete grade rings for building manhole chimneys shall be either 2 or 4 inches high and shall contain a minimum of one No. 2 reinforcing rod centered within the ring. Rings shall be grooved to receive manhole steps, when applicable. Maximum total chimney height, excluding manhole frame, shall not exceed 12 inches, with a minimum of 4 inches.*
- b. The Jackson Sewer Utility is requiring in lieu of concrete adjusting rings, all manholes shall utilize the round high-density polyethylene (HDPE) recycled adjusting rings. The manhole adjusting rings shall be molded from high-density polyethylene as defined in ASTM D-1248.
- c. The complete adjustment system utilizing the HDPE rings shall consist of the rings, sealed to the manhole structure, casting frame, and one another by means of an approved butyl sealant. Rings shall be grooved to receive manhole steps, when applicable. Maximum total chimney height, excluding manhole frame, shall not exceed 18 inches, with a minimum of 4 inches.
- d. The contractor shall utilize flat and sloping adjusting ring units to match the required slope an/or elevation of the finish grade.

E. Manhole Frames and Covers

1. Manhole frames and covers shall be as specified in Chapter 3.5.0, Manholes, of the Standard Specifications and conform to Chapter 8.48.0, Manhole and Catch Basin Castings, of the Standard Specifications with locking, non-rocking, solid gasket self-sealing lid, and two (2) concealed pick holes, Neenah R-1550A.

The seating surface shall have a machined dovetail groove into which a one-piece continuous self-seal polyisoprene gasket of 40 durometer rating shall be inserted. The gasket shall be of a composition to provide good sealing qualities, to have a low compression set and be highly abrasion resistant. All new manhole frames and covers shall be made of gray cast iron.

2. Manhole castings designated on the Plans as "bolted covers" shall be Neenah R-1550A Locking Cover Watertight (gasket) Manhole Frames with Bolted Lids or approved equal, having stainless steel bolts.

F. Manhole Steps

1. Manhole steps shall be as specified in Chapter 3.5.0, Manholes, of the Standard Specifications and conform to Chapter 8.40.0, Manhole Steps, and File No. 15, Part VII, of the Standard Specifications. Manhole Steps shall be made of 3/8" diameter steel reinforcing rod with molded plastic covering. Steps shall be placed in the manhole in accordance with File No. 12, Pre-cast Manhole, of the Standard Specifications.

G. Installation

1. Location and grade of manholes shall be as indicated on the Plans in accordance with Chapter 3.5.10, Grades for Setting Manhole Frames, of the Standard specifications. In pavement and gravel shoulder and in finished lawn areas, finished frame grades shall be flush with surface grades. In ditch line and areas subject to regular flooding or ponding, manholes shall be set a minimum of 1.0 foot above existing surface grade or at elevations designated on Plans.
2. All installation of manholes shall be in accordance with applicable portions of Chapter 3.5.0, Manholes, and File No. 12, Part VII, of the Standard Specifications and shall be vacuum tested as per ASTM C-1244.

H. Vaccum Testing of Sanitary Manholes

1. When specified all sanitary manholes, on sewers 15 inches in diameter or smaller, shall be tested for leakage by the vaccum testing equipment, per the Standard Specifications and conform to Chapter 3.7.6.
2. Isolate the manhole to be tested by plugging the inlet and outlet pipes with an inflatable stopper or other suitable test plugs. The plugs shall be securely braced to avoid the plugs from being drawn into the manhole. Plug lift holes with a non-shrink grout.
3. Vaccum test equipment shall be placed at the inside of the top one section, in accordance with the manufacturer's recommendations. Inflate the seal to 40 psi to effect a seal between the base and the manhole. Run vaccum pump until a vaccum of 10 inches of mercury is obtained.
4. With vaccum pump shut off and the valve on the vaccum line of the test head closed, measure the time for the vaccum to drop 9 inches of mercury. The manhole test is acceptable if the time exceeds the values listed in Table 6a.

5. If test fails, repair or seal the manhole using non-shrink grout or other materials that are approved. Retest until an acceptable test is obtained.
6. Test may be conducted before or after backfilling.
7. The cost of the equipment, amterials, and labor necessary to perform the testing shall be included in the unit prices bid for vaccum testing.

Table 6a

**Minimum Test Times in Seconds for
48 inch Diameter Manhole**

<u>Depth (ft.)</u>	<u>Time (sec.)</u>
8	20
10	25
12	30
14	35
16	40
18	45
20	50
22	55
24	59
26	64
28	69
30	74

I. Sanitary Sewer Video Taping

1. All newly installed sanitary sewers shall be submitted on Digital Data prior to acceptance, as specified in Chapter 7.1.2, TV Inspection of the Standard Specifications. The contractor shall ensure that all lines are flushed and cleaned prior to DVD recording. DVD recording, which show debris in lines, will not be accepted. The cost of cleaning and videotaping shall be paid for by the Developer or their Contractor. The sewer plug and / or bulkhead shall remain in place throughout the cleaning and video recording process and until final acceptance of the project.

J. Payment

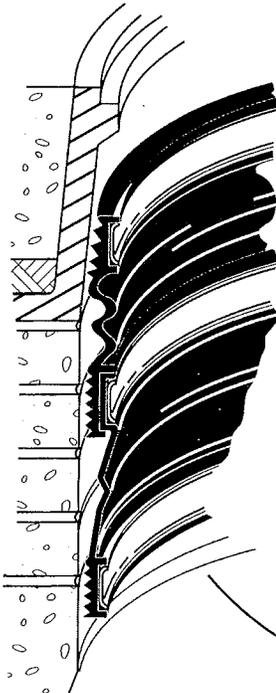
1. Payment for manholes shall be made at the contract unit price per each structure, which shall include all components specified above, for the respective size of manhole designated on the plans or in Section SP 4-A, above.



INTERNAL MANHOLE CHIMNEY SEAL

RUBBER SLEEVE

Both the STANDARD 8 $\frac{3}{8}$ inch and WIDE 10 inch sleeves are made of rubber which conforms to the physical requirements of ASTM C-923, as modified, with a minimum $\frac{3}{16}$ inch thickness for durability and resistance to puncturing or tearing. The STANDARD sleeve is double pleated and the WIDE sleeve is triple pleated to provide for a minimum 2 inch vertical or horizontal movement before stretching the material. Flexibility of this material allows one size to fit a frame/chimney diameter range of more than 2 inches.



Physical Properties

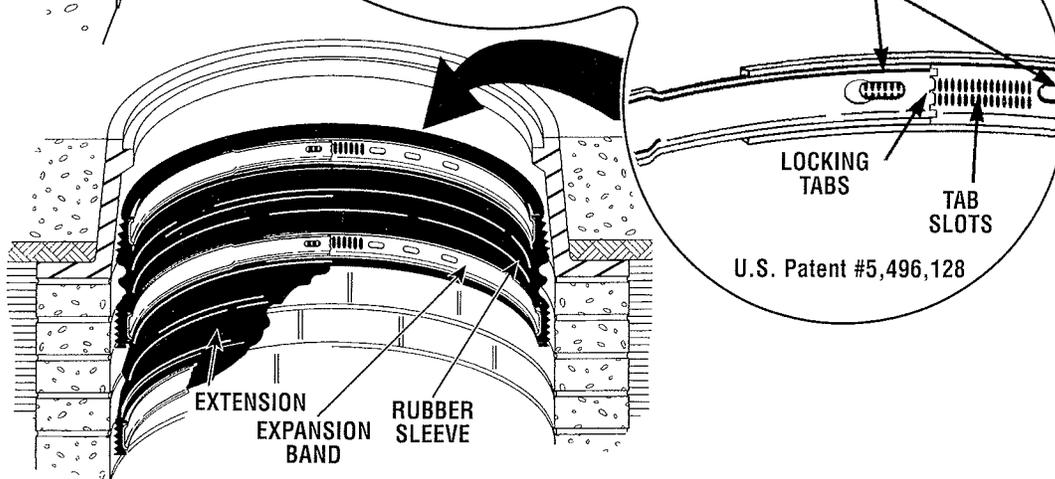
Tensile Strength	.....1500 psi
Elongation at break	.....350% min.
Hardness (Durometer)	.....48 \pm 5
Accelerated oven-aging	.....max. 15% decrease of tensile, 20% of elongation
Chemical resistance	.....no weight loss in 1 N of sulfuric or hydrochloric acid
Compression set	.....18% max. decrease
Water absorption	.....max. 10% increase by weight
Ozone resistance	.....rating 0
Low temperature brittle point	.....No fracture at -40°C.
Tear resistance	.....200 lb. f/in.
Splice strength	.....180° bend with no visible separation.

EXTENSION

The 7" and 10" wide rubber extensions are made from the same material and have the same minimum thickness as the sleeve. The top portion fits into the sleeve's lower band recess, under the lower band.

EXPANSION BANDS

The one piece channeled expansion bands are 1 $\frac{3}{4}$ inches wide and are fabricated from high quality, corrosion resistant, 16 gauge stainless steel conforming to the requirements of ASTM A-240 Type 304. The multiple transverse tab slots in the band provides for 2 $\frac{1}{2}$ inches of diameter range. An easy to use mechanical expansion tool quickly expands the band to compress the rubber sleeve against the manhole frame and chimney. Once expanded, the band is locked in place by the engagement of the locking tabs in the proper slots, providing a flexible watertight seal.



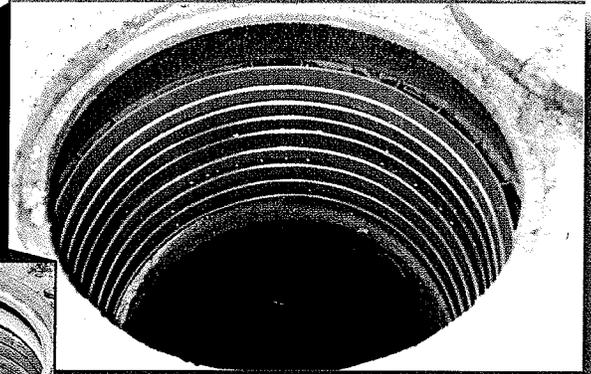
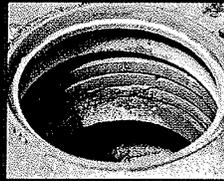
AN INTERNAL RUBBER SLEEVE DEVELOPED TO STOP INFLOW UNDER THE MANHOLE FRAME BY PROVIDING A FLEXIBLE, WATERTIGHT SEAL BETWEEN THE MANHOLE FRAME AND THE MASONRY CHIMNEY IN EXISTING AS WELL AS NEW MANHOLES THAT:

- Provides watertightness, while having the flexibility to allow the manhole frame to move with the surrounding pavement as it reacts to the forces of frost heave, thermal expansion/contraction and traffic loadings.
- Reduces excess clearwater in sanitary sewer system by stopping manhole frame/chimney inflow, thereby providing more system capacity and reducing treatment and pumping costs.
- Installed in the inside of existing manholes, no expensive time-consuming excavating and pavement replacement is needed.
- Installed in new manholes after paving is complete without interfering with or delaying paving operations.
- Reusable — can be moved or removed and reused elsewhere if needed.
- Constructed of high quality, long-lasting materials.

U.S. PATENT # 4,305,679
AND # 4,469,467

HDPE Recycled Plastic Manhole Adjusting Rings

Engineered
Tested
Proven
Quality



Lightweight

When working with sewer systems, "lightweight" is rarely a word that comes to mind. But with the **Ladtech® Adjusting Rings** and their polyethylene structure it becomes an enormous advantage over concrete.

Ladtech's lightweight adjusting rings are manufactured from 100% polyethylene recycled plastic. This makes them easy to lift, transport and place. In return, they also reduce on-the-job injury, lower installation costs and promote high production rates. Improve your infrastructure by using the rings that are made from everyday post-consumer plastic waste products.

- ⊗ Available in several diameter & heights
- ⊗ Heavy handling equipment not required
- ⊗ Faster job completion
- ⊗ Saves city/county and state life cycle costs

Ladtech® Inc. Guarantee

Using the **Ladtech® Adjusting Rings** adds to the durability of any manhole system – A system that's designed to last beyond the *NEXT* millennium!

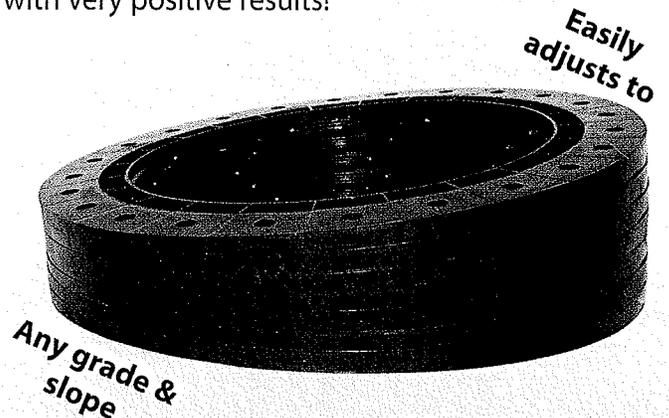
Ladtech® guarantees a full ten year replacement warranty, that any damage to the **Ladtech® Rings** will be replaced at no charge. If a manufacturing defect occurs within the first five years, **Ladtech®** will dig up and replace the faulty product.



LADTECH INC.

Ladtech® Inc. has revolutionized the manhole industry by reinventing the manhole adjusting ring. We have simply replaced the old concrete & mortar and brick & mortar system with the high strength HDPE adjusting ring that resists breakage, is compressive and impact resistant, and non-corrosive.

The **Ladtech® Adjusting Rings** provide a sealed system that will stand the test of time. Check and see for yourself! Our product is already being used in numerous national and international infrastructures with very positive results!



The biggest risk is to do nothing at all!

Village of Jackson

Water Main Specification

Village of Jackson Water Specification

Updated: 3/28/08

1. AMENDMENTS TO STANDARD SPECIFICATIONS

- A. Standard Specifications - The applicable sections of Chapters 2 through 6 inclusive of the "Standard Specifications for Sewer and Water construction in Wisconsin:" Latest Published Edition, and State of Wisconsin Dept. of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition shall apply to all Work and Material under this project with the exception that such specifications are modified and/or supplemented as set forth in these Special Provisions.
- B. Permit Conditions
1. In the event blasting is required, contractor shall obtain all necessary permits including, but not limited to, State of Wisconsin, Department of Commerce.

2. WATERMAIN

A. Pipe Materials & Fittings

1. The pipe material used on the project shall be as shown on the plans and as specified herein.
2. Polyvinyl Chloride Water Pipe (Sizes 4" thru 16") - All polyvinyl chloride water pipe shall be as specified in Chapter 4.6.0, Polyvinyl Chloride Water Pipe, and Chapter 8.20.0, Polyvinyl Chloride Water Pipe Materials, of the Standard Specifications. PVC pipe shall be SDR-18, Class 150, conforming to AWWA C-900, with "push-on" type rubber gasket joints.

All service lateral connections for sizes 1" and larger in diameter shall be made with double band, epoxy coated tapping saddles. Acceptable product Smith - Blair 317 or equal. Service lateral sizes larger than 2" shall be made via standard Mechanical Joint (MJ) fittings. Refer to Water Service Specifications.

3. Ductile Iron Water Pipe (Sizes 4" thru 16") shall be as specified in Chapter 4.4.0, and Chapter 8.18.0, Ductile Iron Water Main, and include Polyethylene Film Envelope Wrap (8 mil) for Water Mains, of the Standard Specifications. All ductile iron pipes shall be Class 52 (minimum) conforming to AWWA C-151 or ANSI A21.51, with "push-on" type, rubber gasket joints.

Service lateral 1" may be direct tapped to the Mainline in accordance with AWWA recommendations. For other sizes, standard fittings shall be required; however, for sizes 1 1/4" to 2" in diameter Smith - Blair 313 Ductile Iron double band service lateral or equivalent.

4. **Fittings** - all valves, tees, crosses, bends, offsets and other fittings shall be ductile iron, and be as specified in Chapter 8.22.0. Fittings for Water Main, of the Standard Specifications. Manufacturer shall be Tyler, Union, or American made. All fittings for sizes 3" thru 24" in diameter shall be Class 350. All mechanical joints shall be made with "Cor-Blue" nuts and bolts and Megalug glands, or approved corrosion resistant equivalents that conform to C-111, AWWA. Specifications. All fittings shall be cement lined and coated in accordance with AWWA C-110 and AWWA C-153. Corrosion protection shall be provided in accordance with Chapter 4.4.4, Polyethylene Wrap, (8 mil and taped securely to pipe) of the Standard Specifications. All hydrant tees shall be anchor type.
5. **Grade Changes for PVC Main.** Where grade changes (greater than 1%) are to be made in a main of PVC material the entire grade change shall be made by mechanical fittings of ductile iron, and be restrained with Megalug glands, as specified in Chapter 4.10.1 of the Standard Specifications. The use of PVC pipe will not be allowed. The ductile iron pipe and fittings in the grade change shall be wrapped with polyethylene as called for in Chapter 4.4.4 of the Standard Specifications.

B. Bedding, Cover and Backfill Materials

1. Bedding materials - Class "B" (Compacted Section) bedding as specified in Chapter 4.3.0, Laying of Water Main, and File No. 36, Part VII, of the Standard Specifications shall be used. Bedding materials shall be Crushed Stone Chip as specified in Chapter 8.43.2, Bedding Materials, of the Standard Specifications.
2. Cover Materials - Cover materials used shall be crushed stone chips as specified in Chapter 8.43.2, and extend 12-inches above pipe barrel.

3. Backfill Materials

- a. Backfill Materials - Unless otherwise noted on the plans, all trenches shall be backfilled with Granular Backfill as specified in Chapter 8.43.4 of the Standard Specifications. Upon approval by the Village Engineer, ¾-inch clean, washed, sound and durable crushed stone or ¾-inch crushed stone chips as specified in Chapter 8.43.4 of the Standard Specifications can be used for water main pipe 18 inch or less in diameter.
- b. Where spoil backfill is allowed, material used shall be select excavated materials subject to the requirements of Chapter 6.45.5, Excavated Materials Used as Backfill, of the Standard Specifications. In area(s) where excavated material(s) are determined to be not acceptable, in the judgment of the Village Engineer, then previously specified imported backfill material will be required.

C. Consolidation of Backfill

1. All backfill shall be consolidated by Mechanical compaction as specified in Chapter 2.6.14(b), Consolidation of Backfill, of the Standard Specifications.
2. The 12-inch crushed stone base course shall be placed within one (1) week following trench consolidation.
3. At the end of the working day, open excavations shall not exceed twenty-five feet (25') in length. All open trenches shall be barricaded off or steel plated.

D. Installation

1. Construction and installation of all water main and appurtenances shall be as specified in Chapter 4.1.0 General, 4.2.0 Excavation, and 4.3.0 Laying of Water Main, of the Standard Specifications.

E. Locating Wire

1. A locating wire shall be 10 gauge, type UF, solid core wire, and shall be taped every 4 ft to the water main. A loop of locating wire shall be run to the surface at all hydrants, with a VALCO tracer wire terminal box. The box shall be located behind the hydrant with at least 2 ft of wire inside the box. The wire shall be installed with as few splices as possible. Splices shall utilized end to end split bolt connectors, sealed with silicone sealant, aqua seal or

equal, and covered with Scotch #33 electrical tape. No bare wire shall be exposed. The two ends of the wire shall be knotted to prevent strain on the splice.

2. All locating wire will be tested by the Jackson Water Utility, prior to installation of base course for the road. All costs associated with the testing process will be subject to the owner or developer for reimbursement.

F. Installed Pipe Testing & Disinfection

1. All new mains, fittings, valves and hydrants shall be subject to hydrostatic tests as specified in Chapter 4.15.0, Hydrostatic Pressure Test, of the Standard Specifications.
2. All new mains, fittings, valves, hydrants, and services shall be subject to hydrostatic tests as specified in Chapter 4.15.0, Hydrostatic Tests - Leakage Test, of the Standard Specifications.
3. Water from all new mains shall pass a bacteriological test as specified in Chapter 4.16.0, Disinfection of Water Mains, of the Standard Specifications. The Jackson Water Utility will proceed with the disinfection of water main and taking the safe sample, upon the request by the contractor.
 - a. During the installation of water main, only one connection will be allowed to the existing water system. The Jackson Water Utility will operate all valves and hydrants in order to fill the water main. The chemicals to disinfect the water main will be supplied by the Jackson Water Utility.
 - b. The Jackson Water Utility will conduct the filling, flushing, disinfecting, and water sample within 48 hours after the request by the contractor is made. All costs occurred by filling, flushing, disinfecting, and water sample will be the expense of the developer or owner of the project.
 - c. The Contractor shall provide a sampling point at all ends of the installed water main. If no other means of flushing is available (hydrant), a temporary 2 inch galvanized pipe with a valve extending a minimum of 3 ft above grade for sampling. The trench must be backfilled for easy access.

G. Payment

1. Payment measurement for water main shall be as specified in Chapter 2.9.5, of the Standard Specifications and shall include pipe, and fittings, complete.

3. WATER MAIN VALVES

A. Gate Valves (Sizes 3" - 12")

1. Resilient-seated gate valves shall be open left, epoxy coated, and have stainless steel bonnet bolts and be furnished and installed where required and as shown on the plans for main sizes 3" thru 12" in diameter, with a valve pressure rating of 250 psi Connections shall be MJ and have non-rising stems.
2. All gate valves shall conform to requirements as specified in AWWA - C509, Resilient Seated Gate Valves, and Chapter 8.27.0, Gate and Resilient Wedge Valves, of the Standard Specifications, and be ductile iron body construction. Acceptable suppliers shall include Kennedy, Watereous, or equal. Corrosion protection shall be provided to the valve in accordance with Chapter 4.4.4, Polyethylene Wrap (8 mil).
3. 3-piece Screw Type, valve boxes shall be furnished and installed as specified in Chapter 8.29.0, Cast Iron Valve Boxes, of the Standard Specifications. Acceptable suppliers shall be Tyler, East Jordan, or equal. A number 4 base shall be furnished with 2" to 4" sizes. A number 6 base shall be furnished with 6" and 8" sizes. A number 160 oval base shall be furnished for 10" and 12" size valves.
4. All valve boxes shall be installed upon the valve with the use of a valve box ADAPTOR II as manufactured by ADAPTOR INC., or an approved equal. The adaptor shall be installed in lieu of hardwood blocking and shall be incidental to the valve and box installation.
5. An extension stem may be required for all valves with the operating nut greater than 6 ft of final grade, per the approval of the Jackson Water Utility.

B. Butterfly Valves (Sizes 16" and Larger)

1. Class 150-B, long body Butterfly valves shall be furnished and installed where required and shown on the plans for main sizes 16" and larger in diameter, with a valve pressure rating of 150 psi DWWP. Connections shall be MJ and have side operators of the non-rising stem variety.

2. All Butterfly valves shall conform to AWWA-C504 and as specified in Chapter 8.28.0 Butterfly Valves, of the Standard Specifications. Acceptable suppliers shall include Pratt "Ground Hog" and M & H Model 450. Corrosion Protection shall be provided to the valve in accordance with Chapter 4.4.4, Polyethylene Wrap.
3. A valve box adaptor (as manufactured by Adaptor, Inc., Milwaukee, WI) shall be furnished and installed with a 3-piece screw type valve box as specified in Chapter 8.29.0, Cast Iron Valve Boxes, of the Standard Specifications. Acceptable manufactures is Tyler or equal. Covers shall have word "Water" cast on them. Valve setting shall be as specified in Chapter 4.8.0 and 4.9.0, Valves and Hydrants, and File No. 39, Butterfly Valve and Box, of the Standard Specifications.
4. An extension stem may be required for all valves with the operating nut greater than 6 ft of final grade, per the approval of the Jackson Water Utility.

C. Payment

1. Payment for valves and valve boxes, complete, shall be as specified in Chapter 2.9.0, of the Standard Specifications and include the finishing and setting of the valve box.

4. HYDRANTS

A. Materials and Type

1. All hydrants shall be traffic models with break-away flange, 16" break off, have two 2-1/2" hose nozzles (2-1/2 NST) and one 4-1/2" pumper or steamer nozzle (4 NST), 1-1/2" pentagon operating nut and CCU opening, 6" MJ inlet connection, with bury depth as required (**no extensions will be allowed**), break off flange shall be 4" above grade and shall otherwise be as specified in Chapter 8.28.0, Fire Hydrants, of the Standard Specifications. Hydrants shall be painted red and open left.
2. A 6" resilient wedge gate valve shall be provided on each hydrant branch or lead and connected to the main by an anchoring tee and Megalug gland to the lead from both the gate valve and hydrant.
3. Acceptable suppliers shall include Waterous Pacer and Mueller Centurion and supplied with Hydrafinder hydrant flag or equal.

B. Installation of Hydrants

1. Hydrants shall be located 3 feet behind existing or future curb face. The pumper nozzle shall be oriented to the street. The height of the hydrant shall be determine by setting the break off flange 4-inch above final grade.
2. Hydrant installation shall be as specified in Chapter 4.8.0, Valves and Hydrants, and in Village of Jackson design parameters C-1.
3. All hydrants shall be backfilled with 1" clean washed stone, 3' in diameter around the hydrant and 1' above the drain hole. Filter fabric shall be placed above the washed stone.

C. Payment

1. Payment for hydrants will be made at the unit contract price per each.

5. **AIR VENT/AIR RELEASE ASSEMBLIES**

A. **Materials and Installation**

1. Air vent/release assemblies shall be furnished and installed at locations designated on the plans and as specified in Chapter 4.12.0, Air Release Assembly in Valve Box, of the Standard Specifications.
2. Dead end air vents shall be installed in accordance with File No. 43, Concrete Buttress for Plug with Air Vent for 20" and smaller, of the Standard Specifications.
3. Main line air vents shall be installed in accordance with File No. 42, Air Release Assembly, of the Standard Specifications.
4. Main line air release vaults shall be installed in accordance with Standard Detail, Air Release Vault, of the Jackson Engineering Department.

B. Payment

1. Payment for air vent/release assemblies shall be included in the contract unit price for water main installed and shall include installation of the service box.
2. Payment for air release vault and all items necessary shall be made at the unit contract price bid for each vault.

6. **WATER SERVICE**

A. All corporation stops, and brass fittings shall be installed by using smooth jaw wrenches.

B. **1" Copper Water Services (Single Family-Up to 100 ft. length)**

1. Tap Corporation Stops shall be installed using saddles as above specified in Chapter "Water Main - Pipe Materials and Fittings" and shall be as specified in Chapter 8.30.0, Corporation Stops, and File No. 51, Tap Service Piping (copper) of the Standard Specifications and **only compression fittings**. Acceptable suppliers shall include Mueller, Ford and A.Y. McDonald.
2. Copper water tubing shall be 1" and be as specified in Chapter 8.24.0, Copper Water tubing, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. All copper tubing shall be properly size with a sizing tool prior to installation.
3. Minneapolis Pattern Curb Valve Stops shall be installed on the property line at the terminus of each water service and be as specified in Chapter 6.31.0, Curb Stops, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. Acceptable suppliers shall include Mueller, Ford, and A.Y. McDonald.
4. Minneapolis pattern Service Boxes with 1 1/4" uppers shall be installed over each curb valve and be as specified in Chapter 8.2.0, Cast Iron Service Boxes, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. Acceptable suppliers shall include Mueller, Ford, and A.Y. McDonald and be of the Minneapolis Pattern, extension type. **Curb stop rods may be required for all curb stops with the operating nut greater than 6 ft from final grade.**

C. **1-1/4" Copper Water Services (Single Family - 100 ft. to 150 ft. length)**

1. Tap Corporation Stops shall be installed using saddles as above specified in Chapter "Water Main - Pipe Materials and Fittings" and shall be as specified in Chapter 6.30.0, Corporation Stops, and File No. 51, Tap Service Piping (copper) of the Standard Specifications and **only compression fittings**. Acceptable suppliers shall include Mueller, Ford and A.Y. McDonald.
2. Copper water tubing shall be 1 1/4" and be as specified in Chapter 6.24.0, Copper Water tubing, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. All copper tubing shall be properly size with a

sizing tool prior to installation.

3. Minneapolis Pattern Curb Valve Stops shall be installed on the property line at the terminus of each water service and be as specified in Chapter 6.31.0, Curb Stops, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. Acceptable suppliers shall include Mueller, Ford, and A.Y. McDonald.
4. Minneapolis pattern Service Boxes with 1 1/4" uppers shall be installed over each curb valve and be as specified in Chapter 6.25.0, Cast Iron Service Boxes, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. Acceptable suppliers shall include Mueller, Ford, and A.Y. McDonald and be of the Minneapolis Pattern, extension type. **Curb stop rods may be required for all curb stops with the operating nut greater than 6 ft from final grade.**

D. **1-1/2" Copper Water Services (2 & 3 Family Residential and 150 ft. to 200 ft. length)**

1. Tap Corporation Stops shall be installed using saddles as above specified in Chapter "Water Main - Pipe Materials and Fittings" and shall be as specified in Chapter 8.30.0, Corporation Stops, and File No. 51, Tap Service Piping (copper) of the Standard Specifications and **only compression fittings**. Acceptable suppliers shall include Mueller, Ford and A.Y. McDonald.
2. Copper water tubing shall be 1 1/2" and be as specified in Chapter 8.24.0, Copper Water tubing, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. All copper tubing shall be properly size with a sizing tool prior to installation.
3. Minneapolis Pattern Curb Valve Stops shall be installed on the property line at the terminus of each water service and be as specified in Chapter 8.31.0, Curb Stops, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. Acceptable suppliers shall include Mueller, Ford, and A.Y. McDonald.
4. Minneapolis pattern Service Boxes with 1 1/4" uppers shall be installed over each curb valve and be as specified in Chapter 8.25.0, Cast Iron Service Boxes, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. Acceptable suppliers shall include Mueller, Ford, and A.Y. McDonald and be of the Minneapolis Pattern, extension type. **Curb stop rods may be required for all curb stops with the operating nut greater than 6 ft from final grade.**

E. **2" Copper Water Service (Minimum for Multi-Family & Commercial)**

1. Tap Corporation Stops shall be installed using saddles as above specified in Chapter "Water Main - Pipe Materials and Fittings" and shall be as specified in Chapter 8.30.0, Corporation Stops, and File No. 51, Tap Service Piping (copper) of the Standard Specifications and **only compression fittings**. Acceptable suppliers shall include Mueller, Ford and A.Y. McDonald.
2. Copper water tubing shall be 2" and be as specified in Chapter 8.24.0, Copper Water tubing, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. All copper tubing shall be properly size with a sizing tool prior to installation.
3. Minneapolis Pattern Curb Valve Stops shall be installed on the property line at the terminus of each water service and be as specified in Chapter 8.31.0, Curb Stops, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. Acceptable suppliers shall include Mueller, Ford, and A.Y. McDonald.
4. Minneapolis pattern Service Boxes with 1 1/4" uppers shall be installed over each curb valve and be as specified in Chapter 8.25.0, Cast Iron Service Boxes, and File No. 51, Tap Service Piping (copper), of the Standard Specifications. Acceptable suppliers shall include Mueller, Ford, and A.Y. McDonald and be of the Minneapolis Pattern, extension type. **Curb stop rods may be required for all curb stops with the operating nut greater than 6 ft from final grade.**

E. **High-Density Polyethylene Tubing**

1. High-Density Polyethylene Tubing shall be installed in accordance with the relative sizes as copper in the Village of Jackson Water Specifications with the exception as follows:
2. Water services shall be high-density polyethylene tubing manufactured from PE-3408 conforming to AWWA C901 and ASTM D2737. The pipe shall be pressure class 200 (DR-9) unless otherwise noted. A stainless steel pipe insert stiffeners shall be installed with all fittings. A locating wire (10 gauge solid core) shall be supplied with the service and be included in the cost of the polyethylene pipe.
3. Fittings for polyethylene service piping shall be cast brass. Fittings shall have a uniform wall thickness and strength, and shall be free of defects, which may affect their serviceability. Fittings shall be compression type only. Unions shall be extra heavy 3-part type.

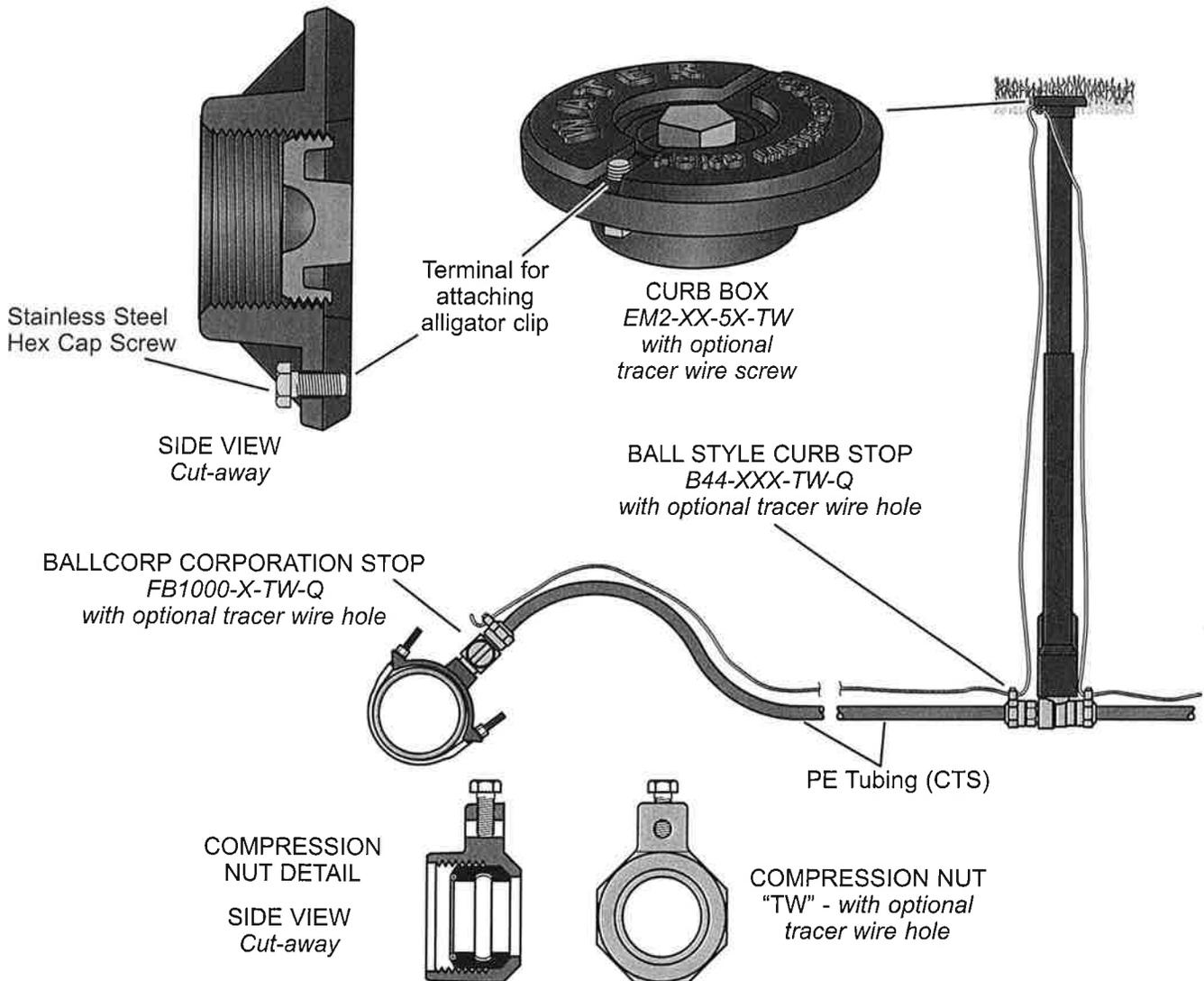
F. Tapping Sleeves

1. All live taps shall be done with stainless steel tapping sleeves and mechanical joint flanged tapping valves.

G. Payment

1. Payment for water services shall be made at the contract unit price per foot measured horizontally, which shall include all components of the water service specified above, for the respective size of water service designated on the plans.

Tracer Wire Services

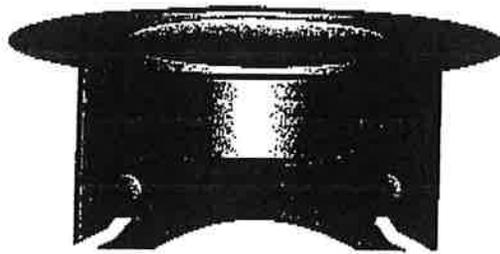


The use of a tracer wire for locating plastic water lines is very popular among water distribution operators. Ford Meter Box makes it easy to install a tracer wire by offering compression nuts and curb box lids for securing the wire. Ford's Quick Joint products for CTS plastic tubing are available with an optional tracer wire hole that has a set screw for a positive connection. Curb box lids are also available with a tracer wire screw that is tapped into the bottom of the lid for securing a quick connect eyelet terminal. Once tightened, the threaded end of the screw becomes accessible at the top of the lid for attaching an alligator clip. For more information contact your local Ford distributor or The Ford Meter Box Company, Inc.

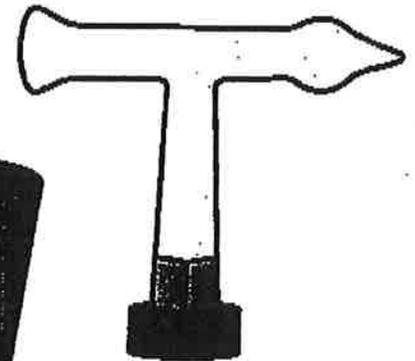


TRACER WIRE ACCESS BOX

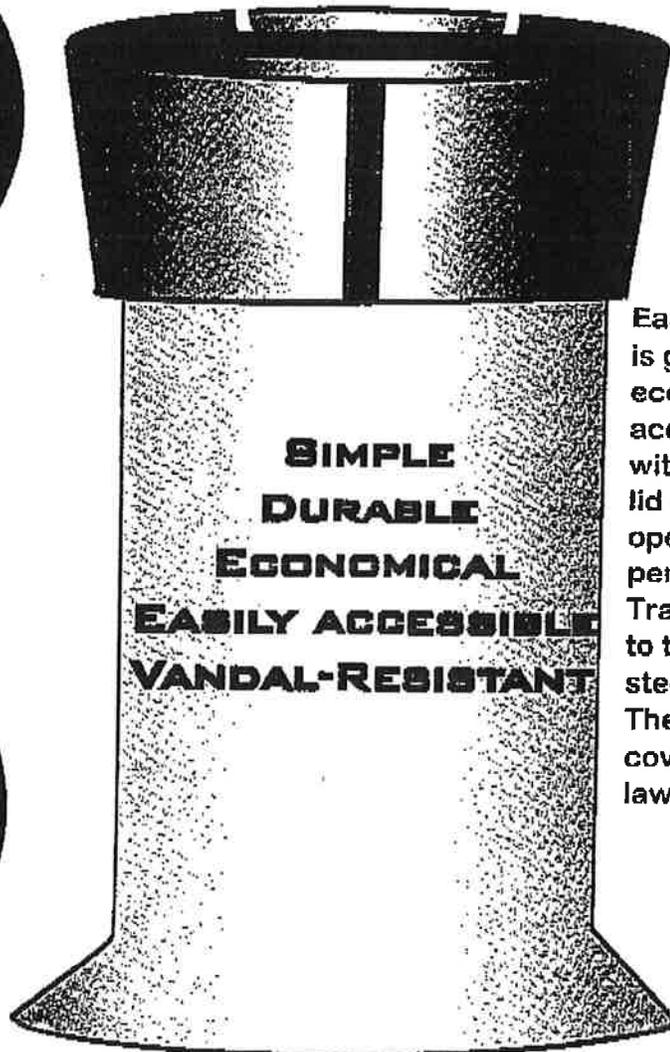
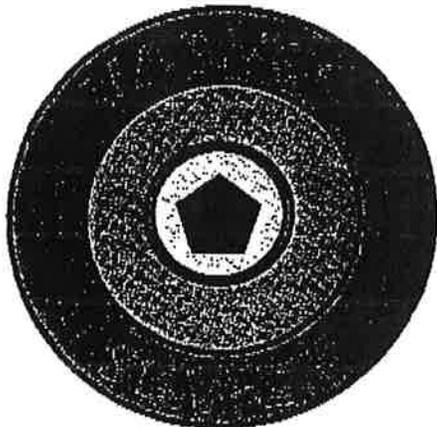
AVAILABLE FOR
SEWER AND WATER
APPLICATIONS



OPENS WITH
STANDARD
PENTAGONAL KEY



Adjustable
Height
Version
Available



SIMPLE
DURABLE
ECONOMICAL
EASILY ACCESSIBLE
VANDAL-RESISTANT

Easy access to tracer wire is gained utilizing an economical, protective access box complete with a tamper-proof lid design. The box is opened with a standard pentagonal head key. Tracer wire is attached to the lid with stainless steel terminal bolts. The cast iron collar and cover prevent damage from lawn maintenance equipment.



Made in the U.S.A.



C.P. Test Services - VALVCO, Inc.

Sales Office

P.O. Box 366, New Berlinville, PA 19545

toll free: 888 482 5826 fax: 610 367 5082

C-6

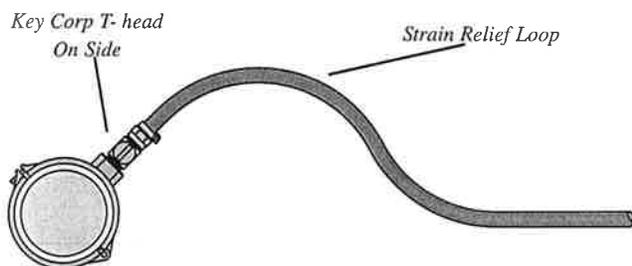
CAREFUL INSTALLATION SAVES TIME AND MONEY

Ford Meter Box has shipped thousands of corporation stops throughout the years.

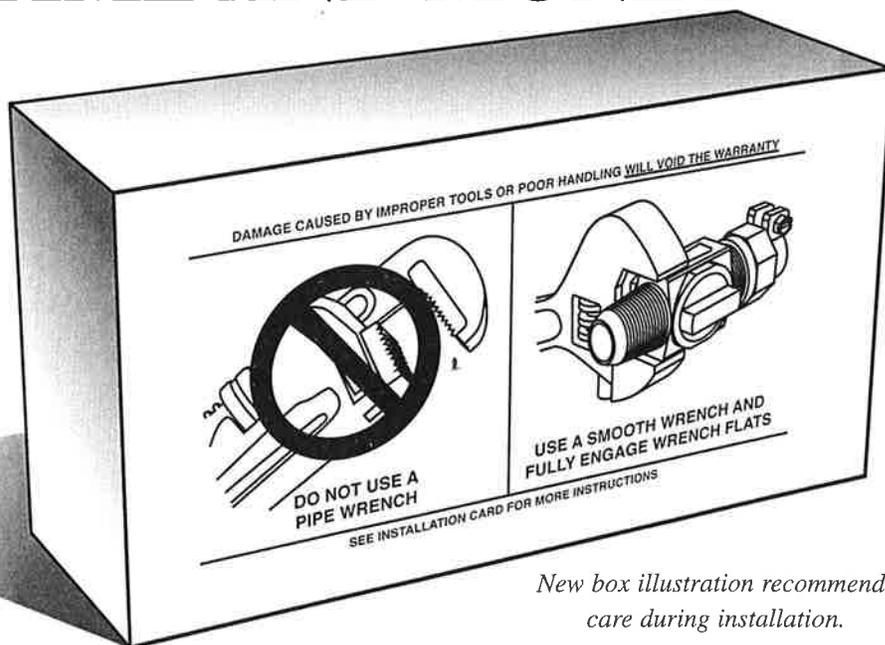
Occasionally, one of these valves has been returned to the factory because it leaked. Almost without exception the reason for the valve's failure has been improper handling during installation.

Proper installation practices will save time and money, so remember these key points when installing brass fittings and valves.

Waterworks brass is 85% copper and thus is relatively soft. It has proven to be extremely durable once installed; however, it must be handled with care during installation. The improper use of a wrench will distort a valve or fitting. Ford Meter Box



Corp Stop properly installed on side with a relief bend.



New box illustration recommends care during installation.

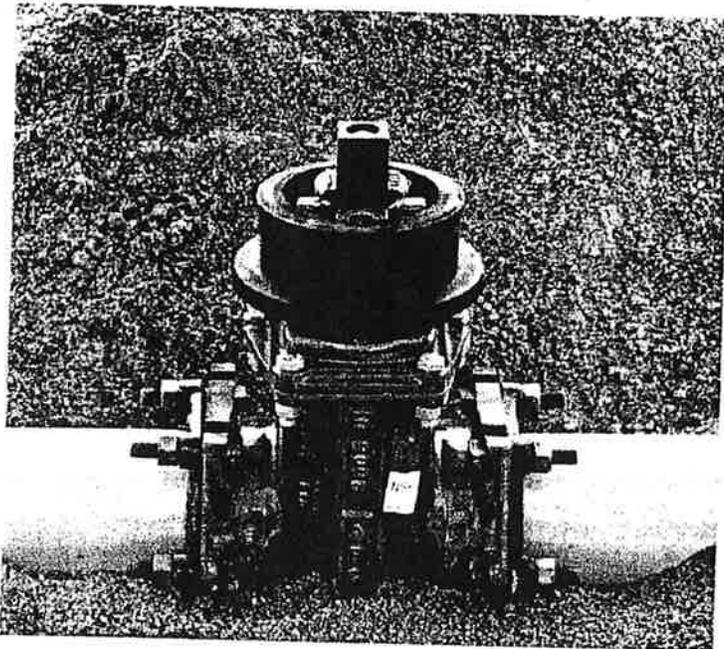
recommends the use of a smooth wrench that fits snug across the wrench flats on the valve body.

The positioning of a corp stop for back filling is also very important. Ford Meter Box recommends the valve be placed on its side. This places the valve body in a position which will offer the most resistance to the heavy loads generated during backfilling.

Ford Meter Box offers the largest variety of valves and couplings in the water works industry. For information about how Ford can help with your next installation, call your local Ford distributor or The Ford Meter Box Company.

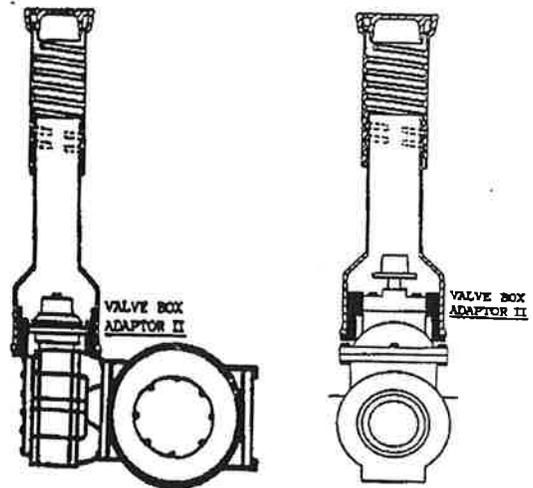


Valve Box Adaptor II



Advantages

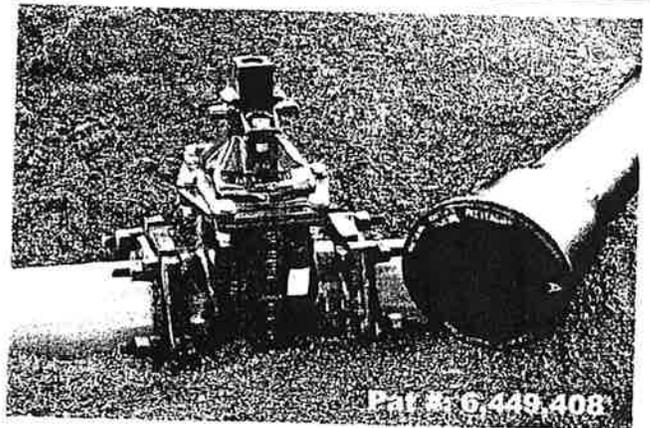
- * Eliminates settling and shifting of the gate and butterfly valve boxes.
- * Protects epoxy coating on valves.
- * Centers valve box over operating nut.
- * Seals valve box with a resilient material
- * Cost Effective.



Municipal water utilities and contractors have benefited over the years from the use of the Valve Box Adaptor II.

The Valve Box Adaptor II has eliminated improper keying of the valves due to settling and shifting of the valve box.

Using the Valve Box Adaptor II has proven to be a cost effective product for the water utilities. It has reduced future budget costs by eliminating the excavation and resetting of the valve box.



**ADAPTOR
INC.**

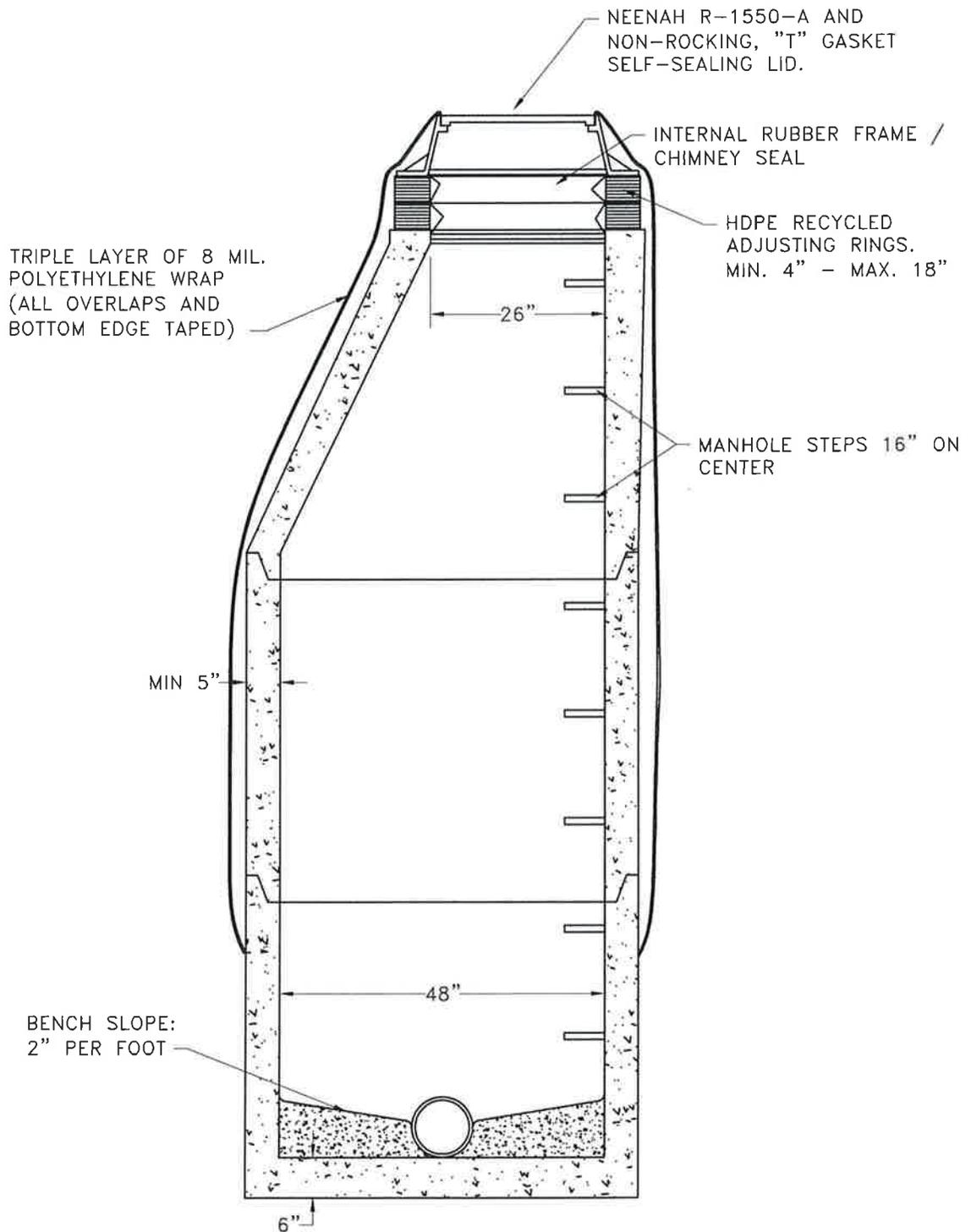
2151 South 54th Street West Allis, Wi. 53219
Phone:(414) 764-6733 Fax: (414) 764-1494

Web Page: www.adaptorinc.com

E-Mail: mail@adaptorinc.com

Village of Jackson

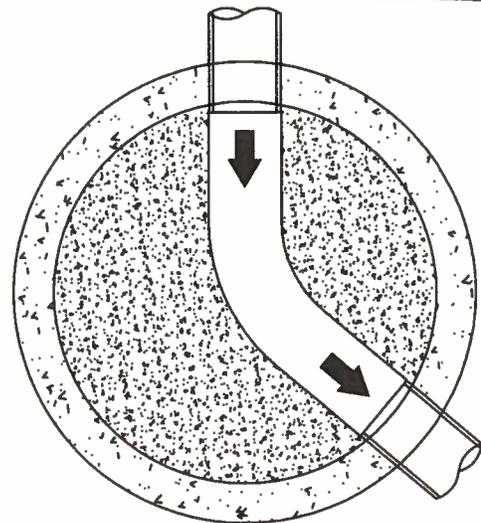
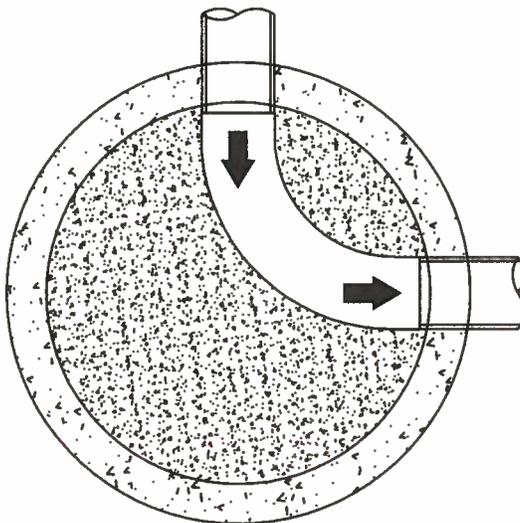
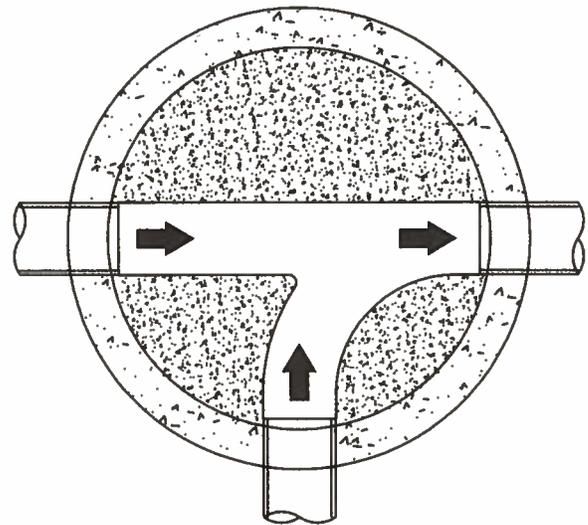
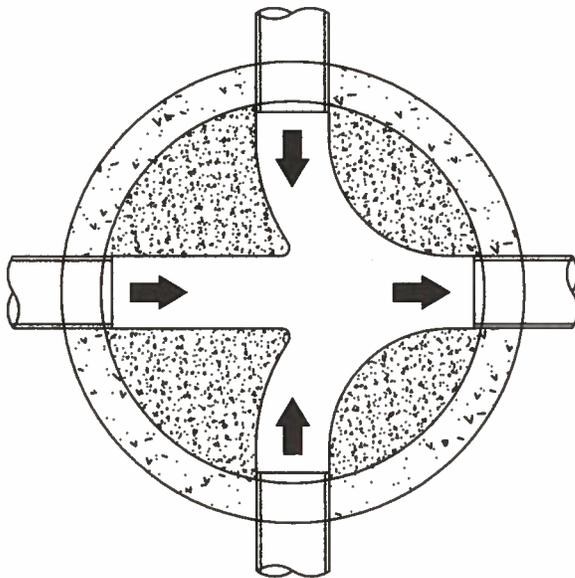
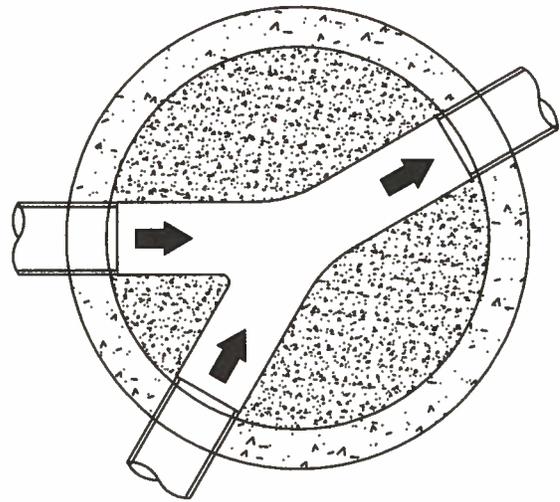
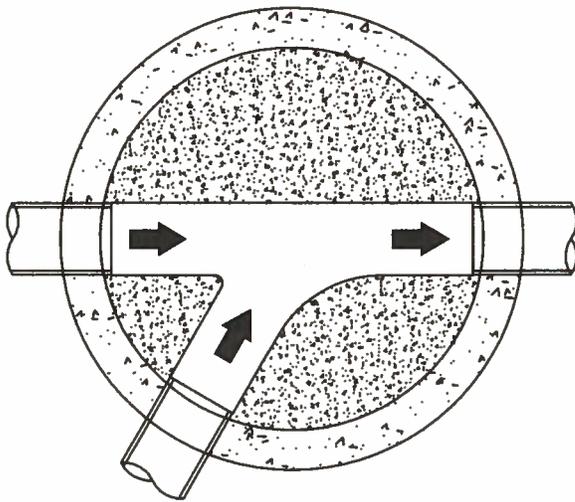
Standard Detail Drawings



STANDARD DETAIL B-3
 SANITARY SEWER MANHOLE

REVISED: 1-16-07

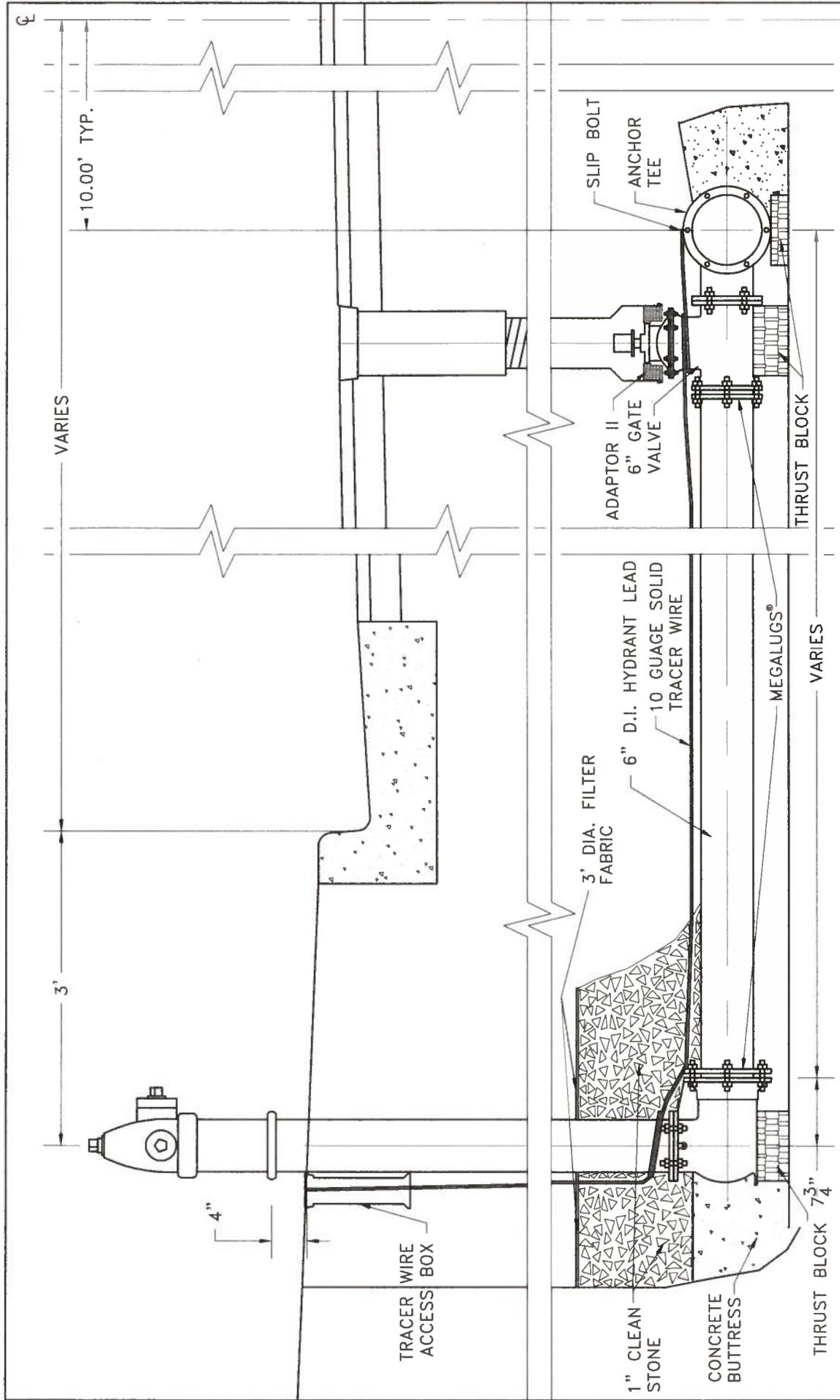
SCALE: 1/2" = 1'



STANDARD DETAIL B-4
 TYPICAL BENCH CURVATURE FOR
 SANITARY SEWER MANHOLE

REVISED: 1-17-07

SCALE: 1/2" = 1'

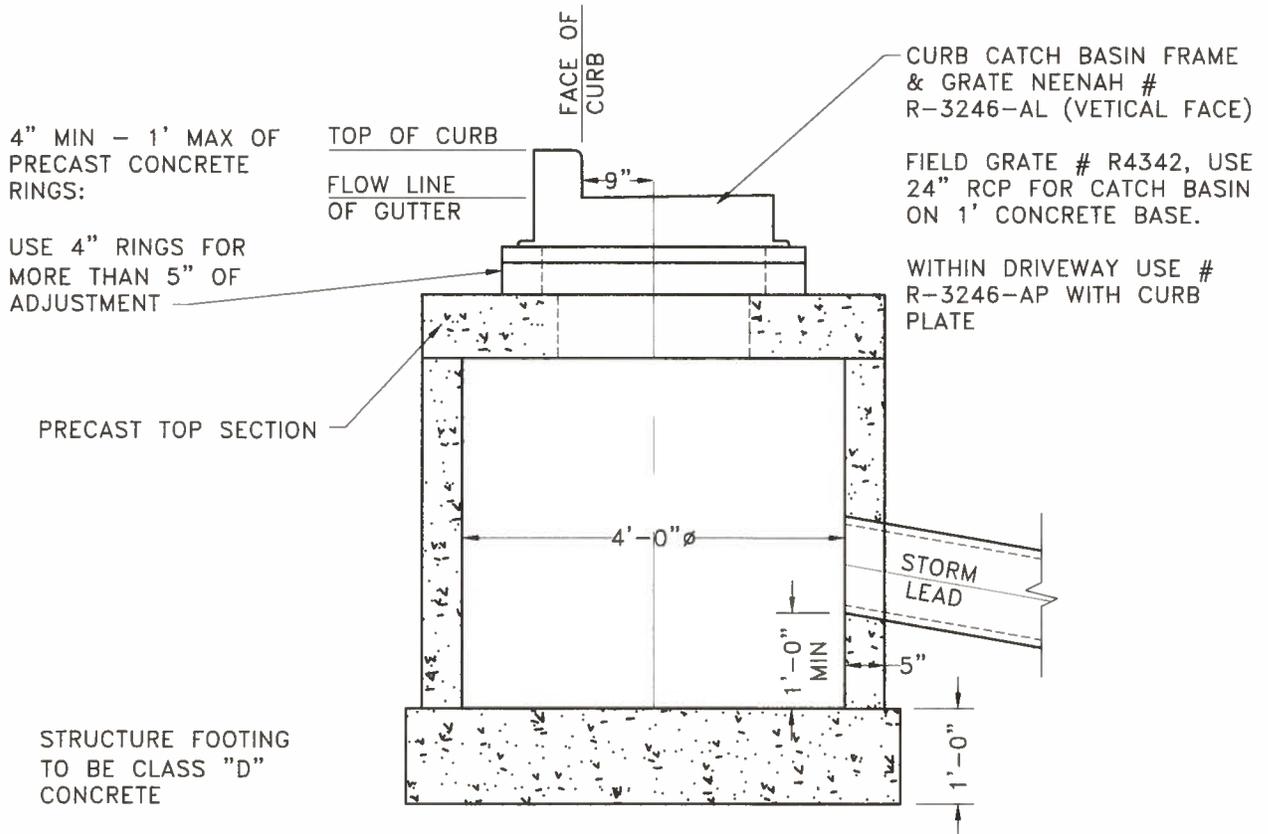
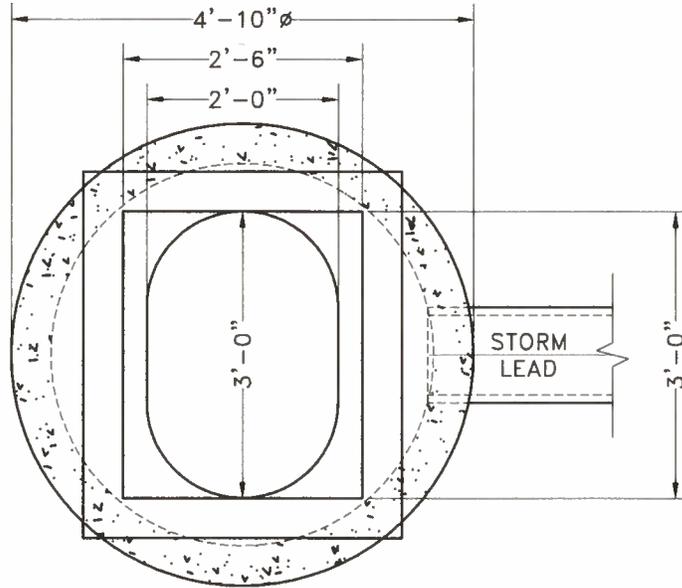


REVISED: 1-15-07

STANDARD DETAIL C-1

TYPICAL HYDRANT SETTING

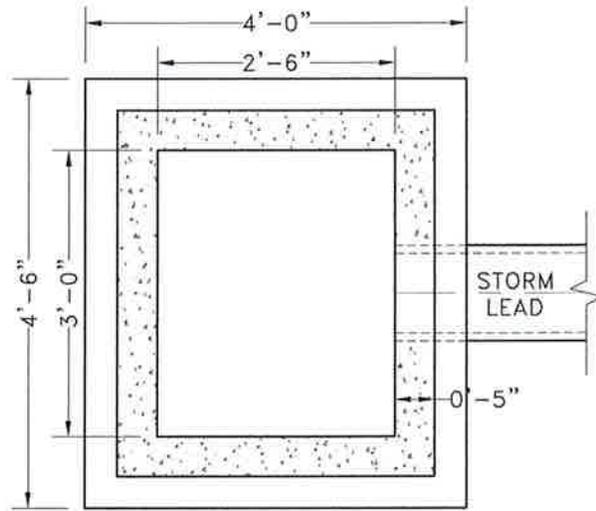
SCALE: 3/4" = 1'



STANDARD DETAIL D-5
 VERTICAL FACE CURB
 MANHOLE/CATCH BASIN (PRECAST)

REVISED: 1-16-07

SCALE: 1/2" = 1'



4" MIN - 1' MAX OF
PRECAST CONCRETE
ADJUSTMENT RINGS:

USE MIN 4" RINGS
FOR MORE THAN 5"
OF ADJUSTMENT

TOP OF CURB

FLOW LINE
OF GUTTER

FACE OF
CURB

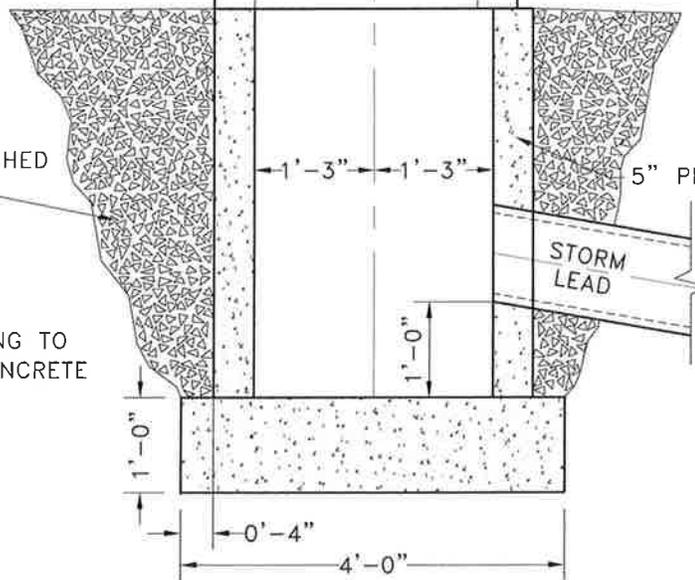
0'-10"

CURB CATCH BASIN FRAME
& GRATE NEENAH #
R-3246-AL (VERTICAL FACE)

WITHIN DRIVEWAY USE #
R-3246-AP WITH CURB
PLATE

BACKFILL:
3/4" - 1" CRUSHED
STONE CHIPS

STRUCTURE FOOTING TO
BE CLASS "D" CONCRETE



5" PRECAST CONCRETE

STORM
LEAD

1'-0"

0'-4"

4'-0"

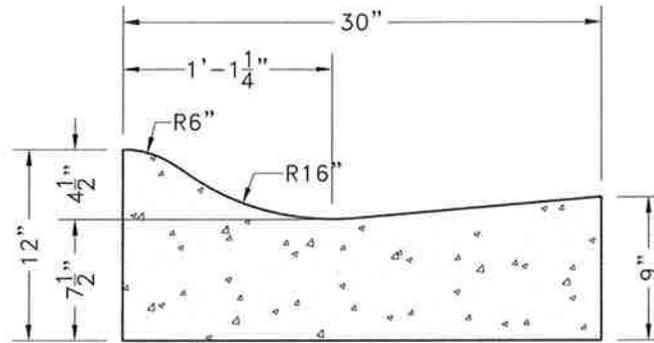


STANDARD DETAIL D-6
VERTICAL FACE CURB

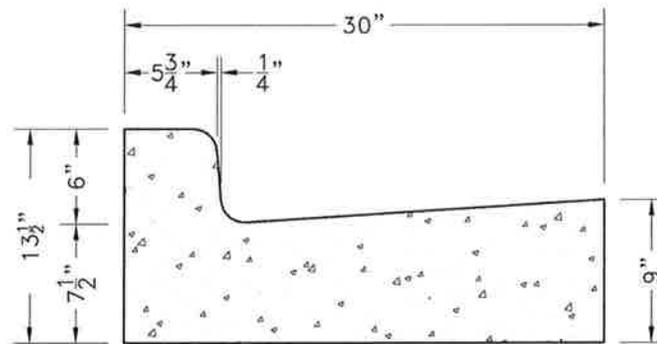
REVISED: 1-16-07

STORM CATCH BASIN (PRECAST)

SCALE: 1/2" = 1'



MOUNTABLE



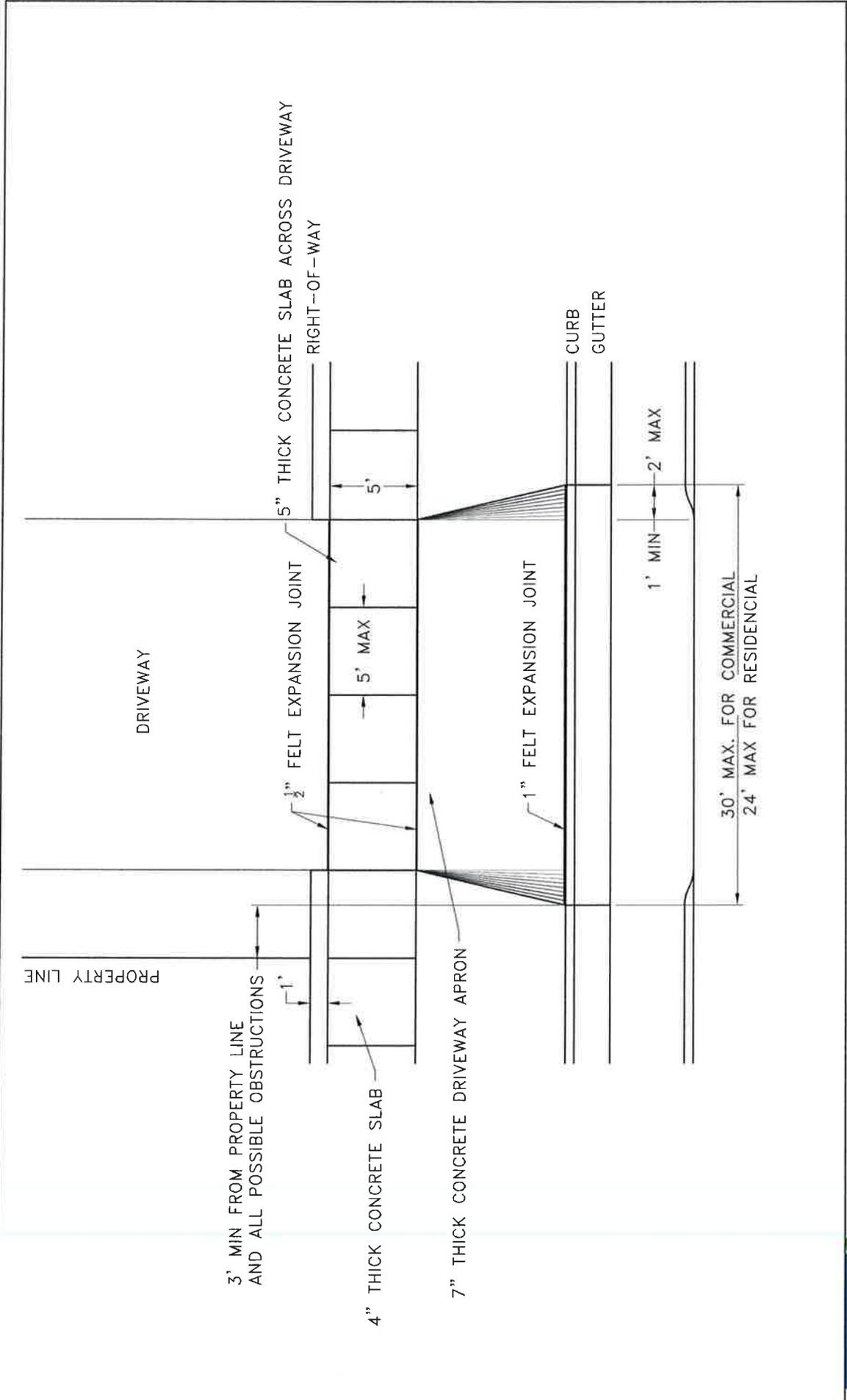
VERTICAL FACE



STANDARD DETAIL E-5
TYPICAL CURB SECTION

REVISED: 2-20-04

SCALE: 1" = 1'



REVISED: 2-20-04

STANDARD DETAIL E-6

TYPICAL SIDEWALK/DRIVEWAY APRON

SCALE: 1/4" = 1'

Wilshire Drive - Village of Jackson
Preliminary Estimate of Probable Costs
1/22/2016

Item No.	Description	Units	Total	Unit Price	Bid Total
ROADWAY ITEMS					
100.01	Clearing & Grubbing	LS	1	\$1,000.00	\$1,000.00
100.02	Removing Concrete	SY	1895	\$5.00	\$9,475.00
100.03	Removing Curb & Gutter	LF	2595	\$3.00	\$7,785.00
100.04	Excavation Common	CY	2862	\$10.00	\$28,620.00
100.05	Base Aggregate Dense 3/4"	TON	815	\$15.00	\$12,225.00
100.06	Base Aggregate Dense 1-1/4"	TON	3440	\$12.00	\$41,280.00
100.07	Breaker Run	TON	100	\$10.00	\$1,000.00
100.08	7" Concrete Driveway	SY	1275	\$40.00	\$51,000.00
100.09	HMA Pavement, Type E-0.3	TON	1545	\$60.00	\$92,700.00
100.10	Asphaltic Surface Driveway	TON	7	\$100.00	\$700.00
100.11	Concrete Curb & Gutter 30-Inch Type D	LF	2595	\$11.00	\$28,545.00
100.12	4" Concrete Sidewalk	SF	10260	\$3.50	\$35,910.00
100.13	4" Screened Topsoil, Seeding Mixture No. 40, Fertilizer Type B & Erosion Mat Urban Class I Type B	SY	3105	\$5.00	\$15,525.00
100.14	Erosion Control	LS	1	\$1,000.00	\$1,000.00
100.15	Traffic Control	LS	1	\$7,500.00	\$7,500.00
100.16	Sawing Asphalt	LF	365	\$2.00	\$730.00
100.17	Sawing Concrete	LF	480	\$3.00	\$1,440.00
SUBTOTAL ROADWAY ITEMS					\$336,435.00
STORM SEWER ITEMS					
200.01	Removing Manholes	Each	6	\$500.00	\$3,000.00
200.02	Removing Inlets	Each	8	\$250.00	\$2,000.00
200.03	Removing Storm Sewer	LF	1100	\$15.00	\$16,500.00
200.04	Storm Sewer Pipe PVC 4-Inch	LF	1585	\$40.00	\$63,400.00
200.05	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF	170	\$50.00	\$8,500.00
200.06	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	LF	790	\$55.00	\$43,450.00
200.07	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	LF	75	\$60.00	\$4,500.00
200.08	Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	LF	445	\$65.00	\$28,925.00
200.09	Catch Basins 2x3-FT w/ Casting	Each	10	\$1,750.00	\$17,500.00
200.10	Manholes 4-FT Diameter w/ Casting	Each	6	\$2,500.00	\$15,000.00
200.11	Manholes 6-FT Diameter w/ Casting	Each	3	\$3,500.00	\$10,500.00
200.12	Manholes 6-FT Diameter "Doghouse" w/ Casting	Each	1	\$3,500.00	\$3,500.00
200.13	Concrete Collar	Each	3	\$500.00	\$1,500.00
SUBTOTAL STORM SEWER ITEMS					\$218,275.00

SANITARY SEWER ITEMS					
300.01	Removing Sanitary Manholes	Each	2	\$500.00	\$1,000.00
300.02	Abandoning Sanitary Sewer	LS	1	\$2,500.00	\$2,500.00
300.03	Adjusting Sanitary Manhole	Each	6	\$500.00	\$3,000.00
300.04	Connect to Existing Sanitary Sewer	Each	4	\$1,000.00	\$4,000.00
300.05	Sanitary Sewer Pipe PVC 6-Inch	LF	225	\$70.00	\$15,750.00
300.06	Sanitary Sewer Pipe PVC 8-Inch	LF	465	\$80.00	\$37,200.00
300.07	Sanitary Sewer Manhole w/ Casting	Each	3	\$3,000.00	\$9,000.00
SUBTOTAL SANITARY SEWER ITEMS					\$72,450.00
WATER MAIN ITEMS					
400.01	Removing Hydrant	Each	3	\$500.00	\$1,500.00
400.02	Abandoning Water Main	LS	1	\$5,000.00	\$5,000.00
400.03	Connect to Existing Water Main	Each	4	\$1,000.00	\$4,000.00
400.04	Water Main Pipe HDPE 1 1/4-Inch	LF	960	\$40.00	\$38,400.00
400.05	Water Main Pipe PVC 6-Inch	LF	40	\$60.00	\$2,400.00
400.06	Water Main Pipe PVC 8-Inch	LF	1455	\$70.00	\$101,850.00
400.07	6" Gate Valve	Each	3	\$1,250.00	\$3,750.00
400.08	8" Gate Valve	Each	6	\$1,750.00	\$10,500.00
400.09	8" x 6" Reducer	Each	2	\$300.00	\$600.00
400.10	8" x 6" Anchor Tee	Each	3	\$500.00	\$1,500.00
400.11	8" x 8" Cross	Each	2	\$600.00	\$1,200.00
400.12	8" 11.25 Degree Bend	Each	6	\$300.00	\$1,800.00
400.13	8" 45 Degree Bend	Each	6	\$300.00	\$1,800.00
400.14	Hydrant	Each	3	\$3,000.00	\$9,000.00
SUBTOTAL WATER MAIN ITEMS					\$183,300.00
TOTAL					\$810,460.00
5% PRELIMINARY ESTIMATING CONTINGENCY					\$40,523.00
TOTAL					\$850,983.00

ORDER OF SHEETS

Section No. 1	Title
Section No. 2	Typical Sections and Details
Section No. 3	Estimate of Quantities
Section No. 3	Miscellaneous Quantities
Section No. 4	Right of Way Plat
Section No. 5	Plan and Profile
Section No. 6	Standard Detail Drawings
Section No. 7	Sign Plates
Section No. 8	Structure Plans
Section No. 9	Computer Earthwork Data
Section No. 9	Cross Sections

TOTAL SHEETS =



VILLAGE OF JACKSON

PLAN OF PROPOSED IMPROVEMENT

WILSHIRE DRIVE

JACKSON DR. - GEORGETOWN DR.

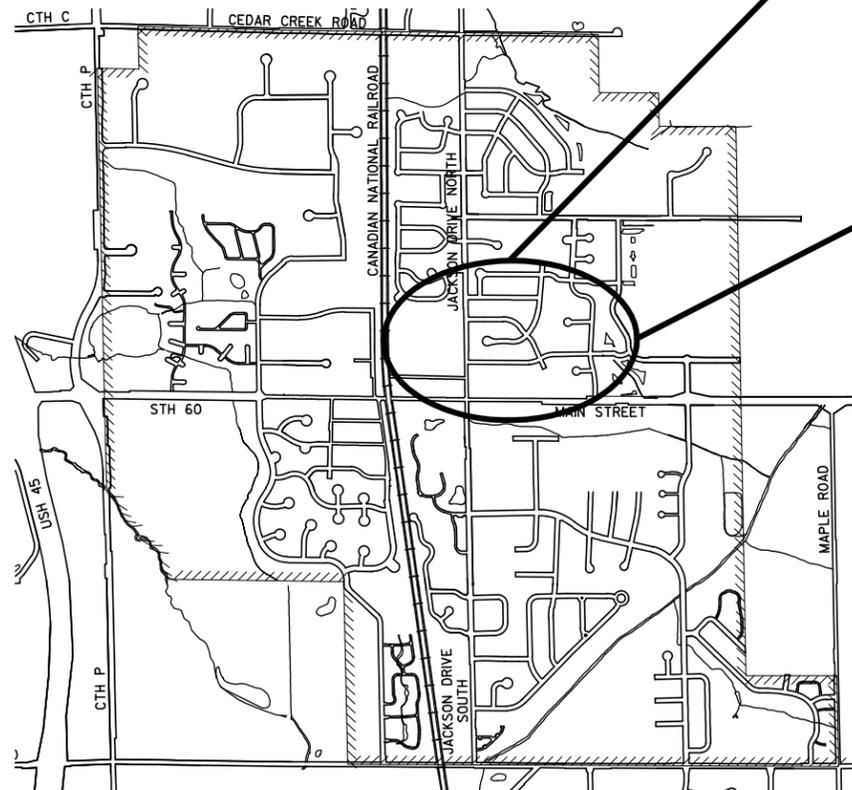
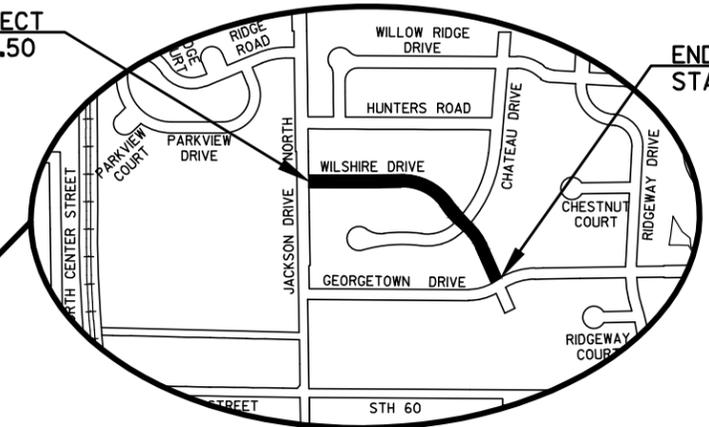
2016

PROJECT 151021

PRELIMINARY
January 22, 2016

BEGIN PROJECT
STA 100+41.50

END PROJECT
STA 114+05.00



LAYOUT
SCALE 0 0.5 MI
TOTAL NET LENGTH OF CENTERLINE = 0.41 MI

CONVENTIONAL SYMBOLS

PLAN	
CORPORATE LIMITS	
PROPERTY LINE	
LOT LINE	
LIMITED HIGHWAY EASEMENT	
EXISTING RIGHT OF WAY	
PROPOSED OR NEW R/W LINE	
SLOPE INTERCEPT	
REFERENCE LINE	
EXISTING CULVERT	
PROPOSED CULVERT (Box or Pipe)	
COMBUSTIBLE FLUIDS	
MARSH AREA	
WOODED OR SHRUB AREA	

PROFILE	
GRADE LINE	
ORIGINAL GROUND	
MARSH OR ROCK PROFILE (To be noted as such)	
SPECIAL DITCH	
GRADE ELEVATION	
CULVERT (Profile View)	
UTILITIES	
ELECTRIC	
FIBER OPTIC	
GAS	
SANITARY SEWER	
STORM SEWER	
TELEPHONE	
WATER	
UTILITY PEDESTAL	
POWER POLE	
TELEPHONE POLE	

ORIGINAL PLANS PREPARED BY

G GREMMER & ASSOCIATES, INC.
CONSULTING ENGINEERS
Stevens Point • Fond du Lac
95 South Pioneer Road, Suite 500 • Fond du Lac, WI 54605
(920) 924-5720 • Fax: (920) 924-5725

(Date) JEFFREY A. CHVOSTA, PE

E

GENERAL NOTES

ALL CURB AND GUTTER RADII ARE MEASURED TO FACE OF CURB.

DEGREE OF CURVE IS BASED ON ARC DEFINITION.

THE LOCATIONS OF EXISTING AND PROPOSED UTILITY INSTALLATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE. THERE MAY BE OTHER UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

THE CONTRACTOR SHALL NOTIFY DIGGERS HOTLINE AND AFFECTED UTILITIES PRIOR TO THE START OF WORK. ANY UTILITY WHICH IS NOT A MEMBER OF THE DIGGERS HOTLINE MUST BE CONTACTED SEPARATELY.

A VERTICAL SAWCUT SHALL BE MADE THROUGH EXISTING DRIVEWAYS, SIDEWALKS AND PAVEMENTS AT THE REMOVAL LIMITS.

SAWCUT LOCATIONS SHOWN ON THE PLANS ARE SUBJECT TO ADJUSTMENT BY THE ENGINEER IN THE FIELD.

WHEN THE QUANTITY OF THE ITEMS OF BASE AGGREGATE DENSE, HMA PAVEMENT OR ASPHALTIC SURFACE IS MEASURED FOR PAYMENT BY THE TON, THE DEPTH OR THICKNESS OF THE MATERIAL SHOWN ON THE PLAN IS APPROXIMATE, AND THE ACTUAL THICKNESS WILL DEPEND ON THE DISTRIBUTION OF THE MATERIAL AS DIRECTED BY THE ENGINEER.

THE EXACT LOCATION AND LAYOUT OF PRIVATE ENTRANCES IS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

EXISTING TREES NOT MARKED FOR REMOVAL SHALL BE PRESERVED AND PROTECTED FROM CONSTRUCTION DAMAGE. AVOID DAMAGE TO ROOTS AND OVERHEAD BRANCHES.

TOPSOIL, FERTILIZER, SEED AND EROSION MAT AS SHOWN IN PLANS OR AS DIRECTED BY THE ENGINEER SHALL BE PLACED ON ALL DISTURBED AREAS, EXCLUSIVE OF THE AREA OCCUPIED BY THE NEW PAVEMENTS, SIDEWALKS, ENTRANCES, AND RELATED STRUCTURES.

SECTIONS AS SHOWN ON THE CROSS-SECTIONS INCLUDE THE THICKNESS OF TOPSOIL WHERE REQUIRED.

ANY EXISTING SIGN IMPACTED DUE TO CONSTRUCTION ACTIVITIES SHALL BE REMOVED, STORED AND REPLACED IN ITS ORIGINAL LOCATION BY THE CONTRACTOR INCIDENTAL TO OTHER ITEMS.

CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND STORAGE OF EXISTING MAILBOXES, COORDINATION WITH THE VILLAGE OF JACKSON AND THE U.S. POST OFFICE FOR TEMPORARY MAILBOXES, INSTALLATION OF TEMPORARY MAILBOXES AND RE-INSTALLATION OF MAILBOXES AFTER CONSTRUCTION IS COMPLETE. ALL COSTS ASSOCIATED WITH MAILBOX REMOVAL AND REPLACEMENT SHALL BE INCIDENTAL TO OTHER ITEMS.

INLET PROTECTION SHALL BE USED ON ALL NEW INLETS AND THE FIRST SET OF EXISTING INLETS DOWNSTREAM OF THE PROJECT.

EROSION CONTROL ITEMS SHOWN ARE APPROXIMATE, THE EXACT LOCATION SHALL BE DETERMINED BY THE ENGINEER IN THE FIELD.

ALL "+" STATIONS REFERENCED ON PLANS ARE REFERENCE LINE STATION VALUES.

REMOVAL OF EXISTING SANITARY SEWER AND WATER MAIN PIPE SHALL BE INCIDENTAL TO NEW SANITARY AND WATER MAIN CONSTRUCTION.

SANITARY SEWER MAIN SHALL BE PVC SDR-35.

SANITARY SEWER LATERALS SHALL BE 6" PVC SDR-35 AND SHALL BE RECONNECTED TO EXISTING LATERAL AT THE R/W LINE.

STORM SEWER MAIN SHALL BE RCP CLASS III (MINIMUM) OR AS NOTED ON THE PLANS.

STORM SEWER LATERALS SHALL BE 4" PVC SDR-35 AND SHALL BE CONSTRUCTED TO THE SUMP PUMP DISCHARGE LOCATION AT THE HOUSE. CONTRACTOR TO VERIFY LATERAL LOCATION WITH THE PROPERTY OWNER AND VILLAGE PRIOR TO CONSTRUCTION.

WATER MAIN SHALL BE AWWA C-900.

WATER SERVICES SHALL BE 1-1/4" HDPE AND SHALL BE RECONNECTED TO THE EXISTING SERVICE AT THE R/W LINE. THE CURB STOP SHALL BE PLACED AT THE R/W LINE. TRACER WIRE IS REQUIRED ON ALL SERVICES AND SHALL RISER UP TO THE FINISHED GRADE AT THE CURB STOP.

REMOVAL OF EXISTING HYDRANTS SHALL BE INCIDENTAL TO NEW WATER MAIN CONSTRUCTION. THE HYDRANTS SHALL REMAIN PROPERTY OF THE VILLAGE.

ALL GRADE BREAKS OR DEFLECTIONS IN THE WATER MAIN GREATER THAN 1% SHALL BE ACHIEVED BY MECHANICAL FITTING.

ALL VALVE BOXES SHALL BE INSTALLED UPON THE VALVE WITH THE USE OF A VALVE BOX "ADAPTOR II" AS MANUFACTURED BY ADAPTOR INC., OR AN APPROVED EQUAL. THE ADAPTOR SHALL BE INSTALLED IN LIEU OF HARDWOOD BLOCKING AND SHALL BE INCIDENTAL TO THE VALVE BOX INSTALLATION.

ABBREVIATIONS

Table with 2 columns: Abbreviation and Full Name. Includes terms like AEW, AGG, AH, ASP, BK, BAD, BM, CC, CE, C&G, C/L, CONC, CP, CPCM, CPCS, CPRC, CS, CSD, CY, D, Δ, DISCH, E, EB, ELEV, FE, HMA, HP, HT, INV, L, LHF, LP, Ls, LT, MAX, MIN, M/L, NB, NC, NOM, NORM, PAVT, PC, PCC, PE, PI, PLE, PT, R, R/L, R/W, RC, RCAEW, RCP, REQ'D, RHF, RO, RT, SALV, SB, SC, SDD, SE, SEG, SF, SS, ST, STA, SY, T, TLE, TS, TYP, V, VC, VCL, VPC, VPI, VPRC, VPT, WB, WCL.

UTILITIES

COMMUNICATIONS

* CHARTER COMMUNICATIONS
2312 CONTINENTAL DRIVE
WEST BEND, WI 53095
PHONE: (262) 306-8756 EXT. 20702
MOBILE: (920) 375-6194
ATTN: TOM HARYCKI
EMAIL: THARYCKI@CHARTERCOM.COM

COMMUNICATIONS

* AT&T - WISCONSIN
2005 PEWAUKEE ROAD
WAUKESHA, WI 53188
PHONE: (262) 896-7669
MOBILE: (414) 491-2855
ATTN: JAY BULANEK
EMAIL: JB5175@ATT.COM

SANITARY SEWER & WATER MAIN

* VILLAGE OF JACKSON
N168, W20733 MAIN STREET
JACKSON, WI 53037
PHONE: (262) 677-9001
ATTN: BRIAN KOBER
EMAIL: DIRPUBWKS@VILLAGEOFJACKSON.COM

* DENOTES MEMBER OF DIGGERS HOTLINE

GAS & ELECTRIC

* WE ENERGIES - CORPORATE
333 W EVERETT ST - A299
MILWAUKEE, WI 53203
PHONE: (414) 221-5617
ATTN: LATROY BRUMFIELD
EMAIL: LATROY.BRUMFIELD@WE-ENERGIES.COM

ELECTRIC

* WE ENERGIES - LOCAL
245 SAND DRIVE
WEST BEND, WI 53095
PHONE: (262) 338-7662
MOBILE: (262) 322-1824
ATTN: AL SCHMITT
EMAIL: ALAN.SCHMITT@WE-ENERGIES.COM

GAS

* WE ENERGIES - LOCAL
5400 NORTH GREEN BAY AVENUE
MILWAUKEE, WI 53209
PHONE: (414) 944-5574
ATTN: NICK ERNSTER
EMAIL: NICHOLAS.ERNSTER@WE-ENERGIES.COM



DESIGN CONTACT

GREMMER & ASSOCIATES, INC.
93 S. PIONEER ROAD, SUITE 300
FOND DU LAC, WI 54935
PHONE: (920) 924-5720
ATTN: JEFFREY CHVOSTA, PE
EMAIL: J.CHVOSTA@GREMMERASSOCIATES.COM

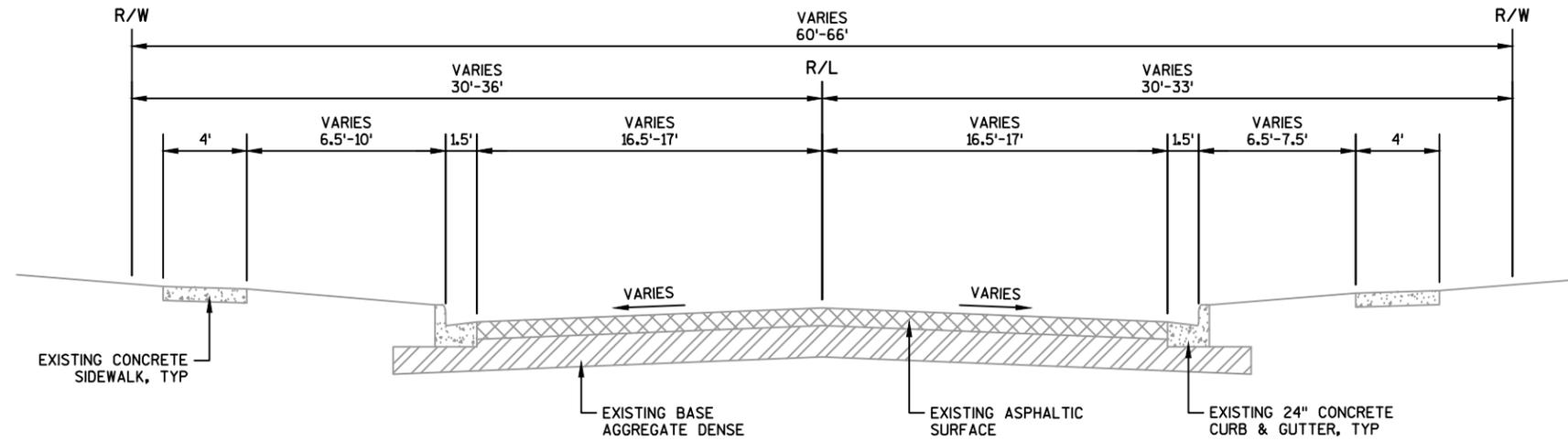
VILLAGE OF JACKSON CONTACT

N168, W20733 MAIN STREET
JACKSON, WI 53037
PHONE: (262) 677-9001
ATTN: BRIAN KOBER
EMAIL: DIRPUBWKS@VILLAGEOFJACKSON.COM

BENCH MARKS

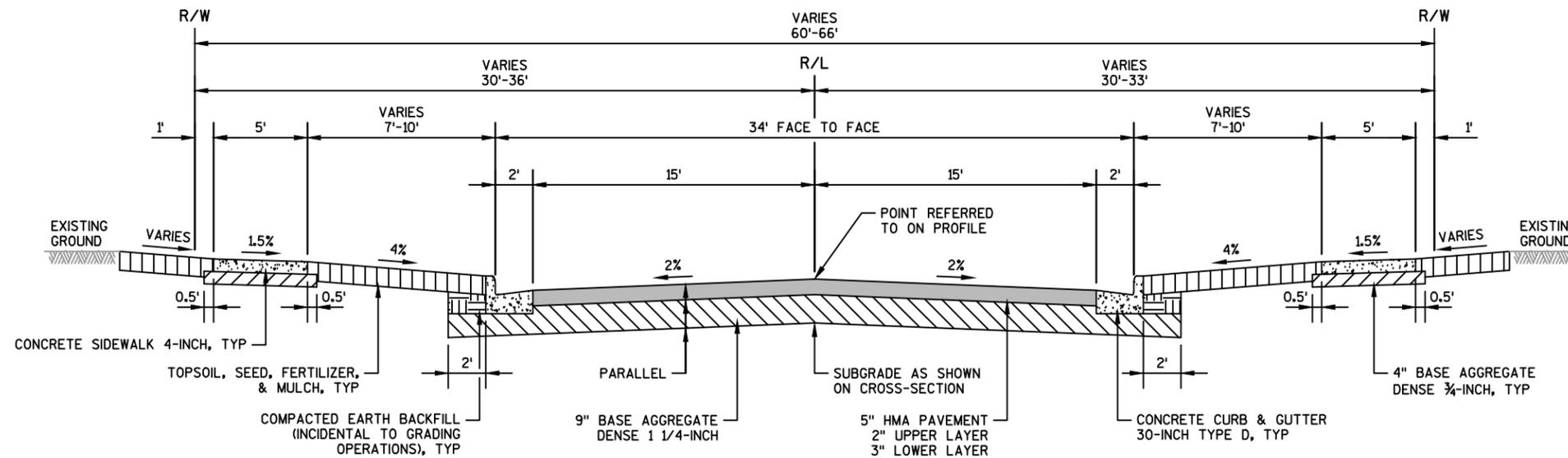
Table with 3 columns: BM, DESCRIPTION, ELEVATION. Contains data for bench marks F, G, H, and I.

**VERTICAL DATUM REFERENCED TO NGVD29.



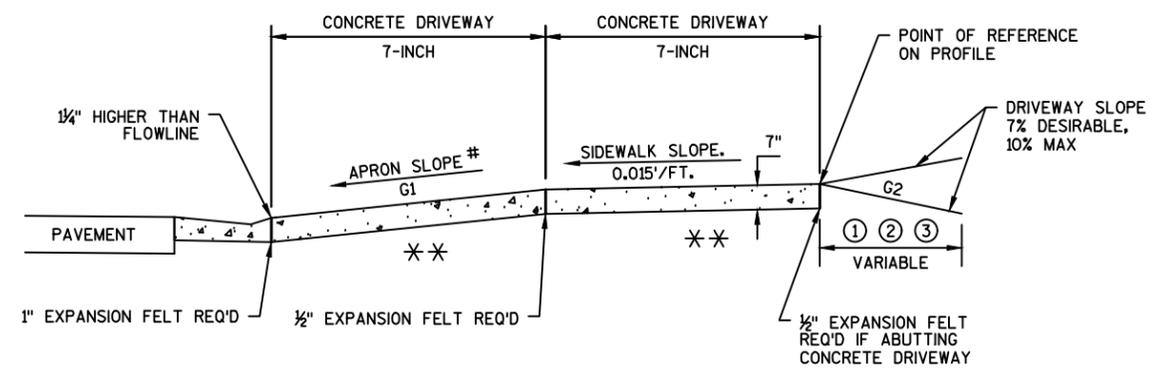
TYPICAL EXISTING SECTION

WILSHIRE DRIVE
STA 100+41.50 - STA 114+05.00



TYPICAL FINISHED SECTION

WILSHIRE DRIVE
STA 100+41.50 - STA 114+05.00



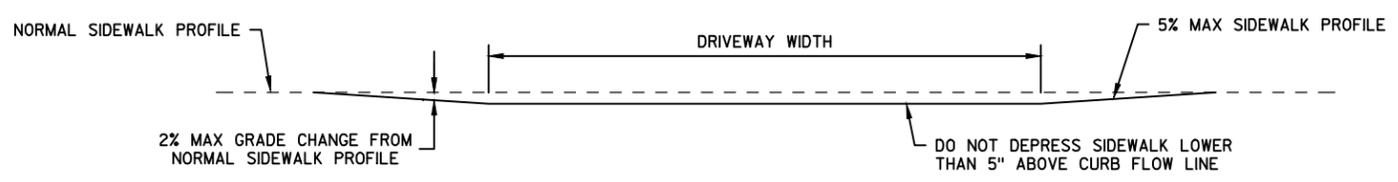
- ① - 7" CONCRETE DRIVEWAY
- ② - 6" BASE AGG. DENSE 3/4-INCH
- ③ - 6" BASE AGG. DENSE 3/4-INCH BASE WITH 3" ASPHALTIC SURFACE
- * * = 6" BASE AGG. DENSE 3/4-INCH REQ'D UNDER CONCRETE DRWY

TERRACE WIDTH	APRON SLOPE (G)		
	MIN %	DESIRABLE %	MAX %
3 FT	7.0	8.5	9.0
4 FT	5.0	7.0	9.0
5 FT	4.0	7.0	9.0
6 FT	4.0	7.0	9.0
7 FT	3.5	7.0	9.0
8 FT	3.0	7.0	9.0

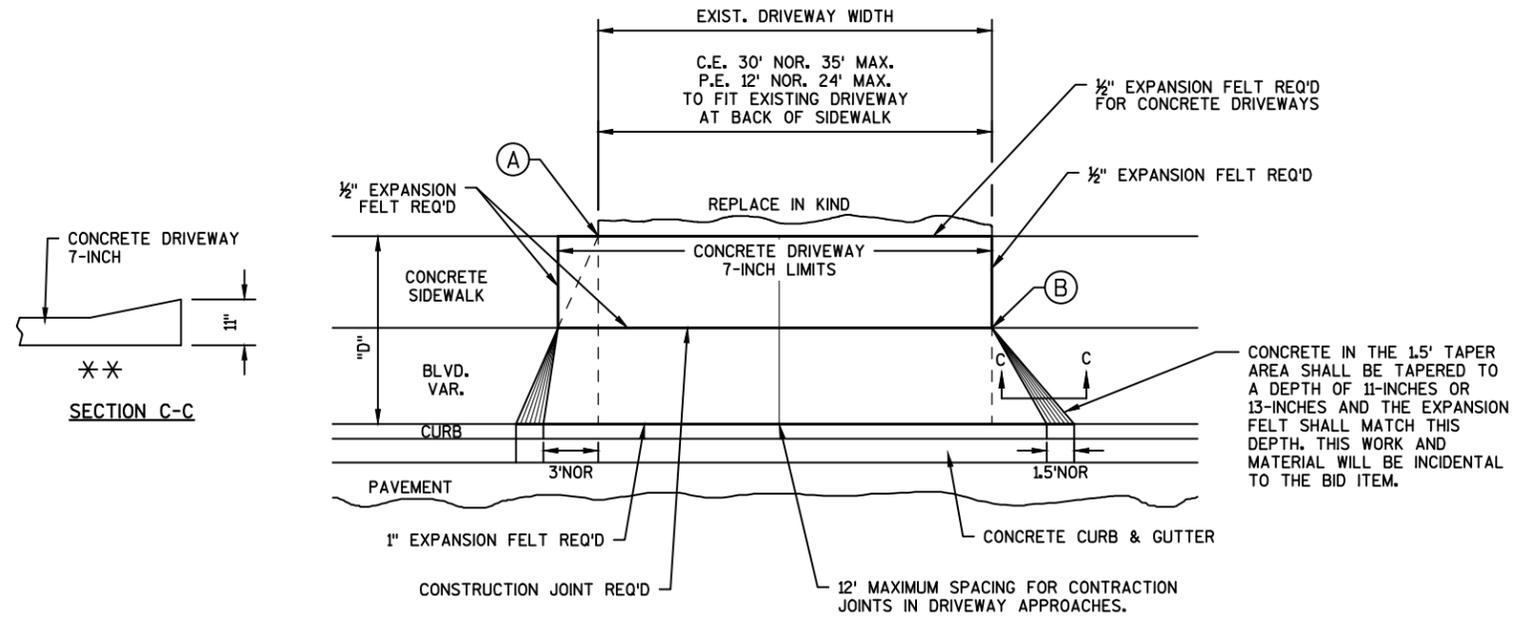
NOTE: ALGEBRAIC DIFFERENCE BETWEEN TANGENT GRADES G1 & G2 TO NOT EXCEED 15%

DEPRESS SIDEWALK PROFILE IF DRIVEWAY APRON EXCEEDS MAX SLOPE

TYPICAL SIDEWALK SECTION



DEPRESSED SIDEWALK PROFILE DETAIL

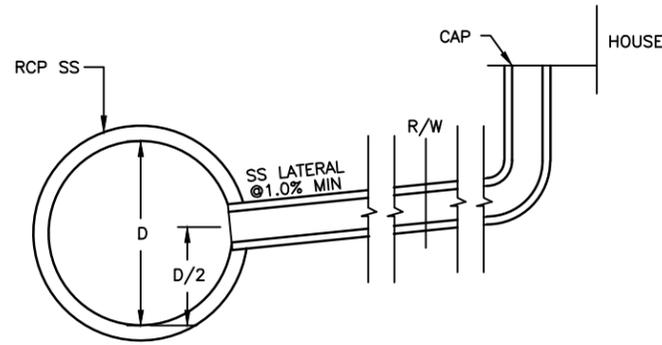


- (A) WHEN "D" IS 13' OR LESS, ALIGN TAPER WITH BACK OF SIDEWALK
- (B) WHEN "D" IS GREATER THAN 13', ALIGN TAPER WITH FRONT OF SIDEWALK

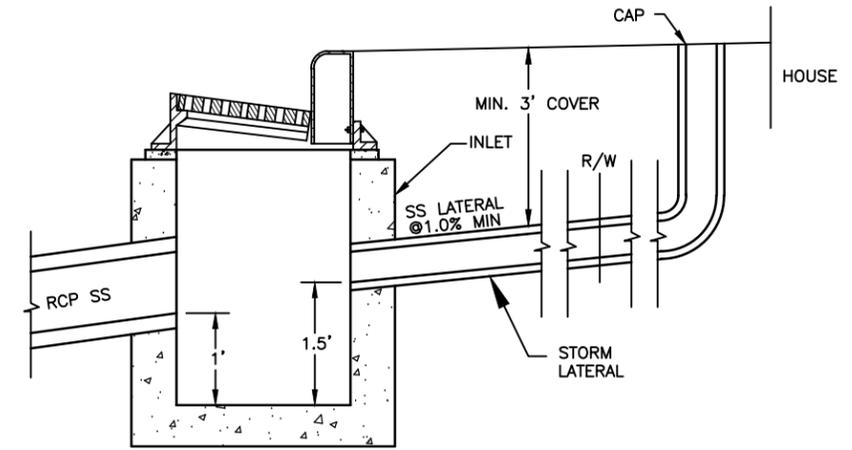
PLAN VIEW

URBAN ENTRANCE DETAIL WITH SIDEWALK, CURB & GUTTER

NOTE: ALL LABOR AND MATERIALS NECESSARY FOR CONNECTION TO SS SHALL BE INCIDENTAL TO THE BID ITEM OF STORM SEWER LATERAL.
 MINIMUM 3 FEET OF COVER OVER STORM SEWER LATERAL.

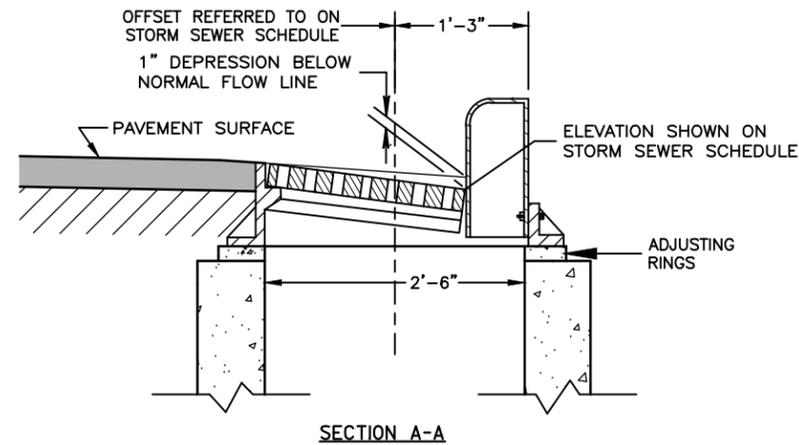


STORM SEWER PIPE CONNECTION

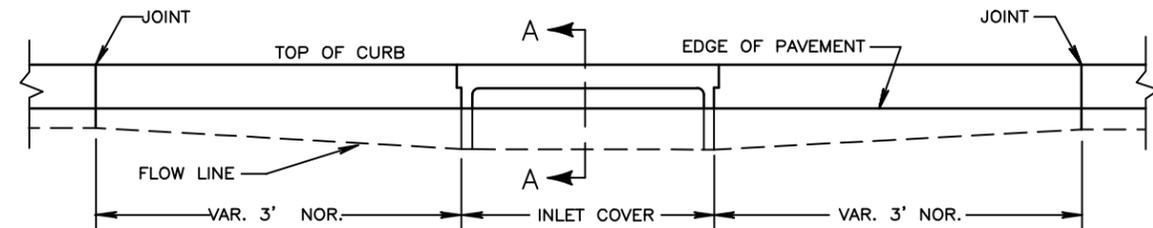


INLET CONNECTION

STORM LATERAL DETAIL

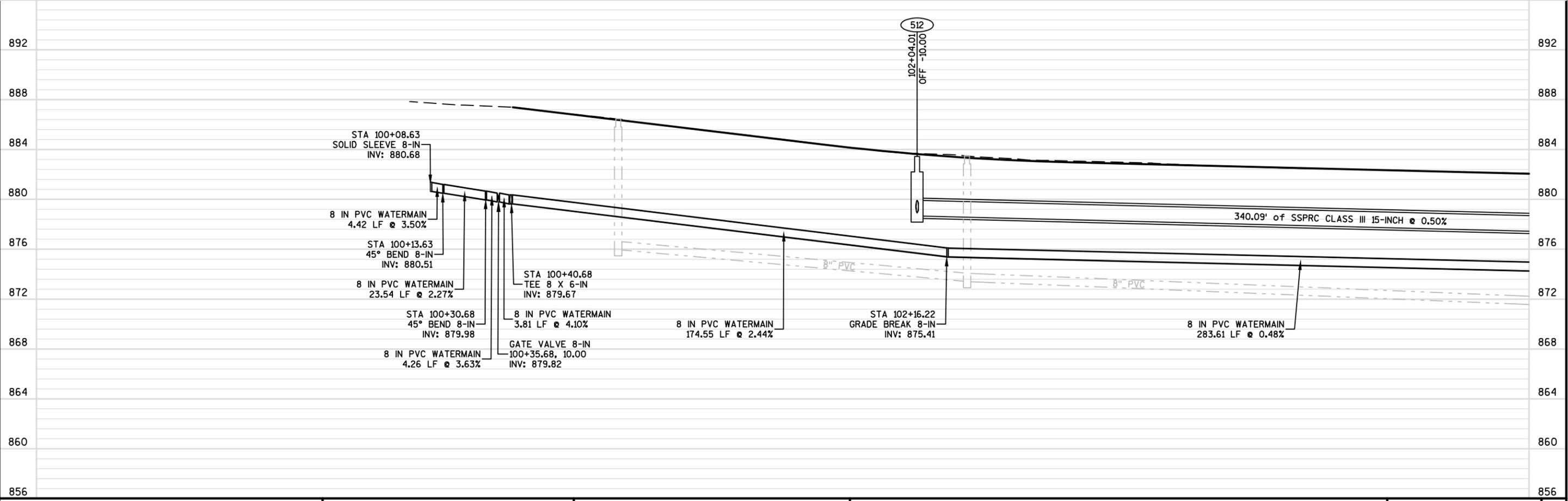
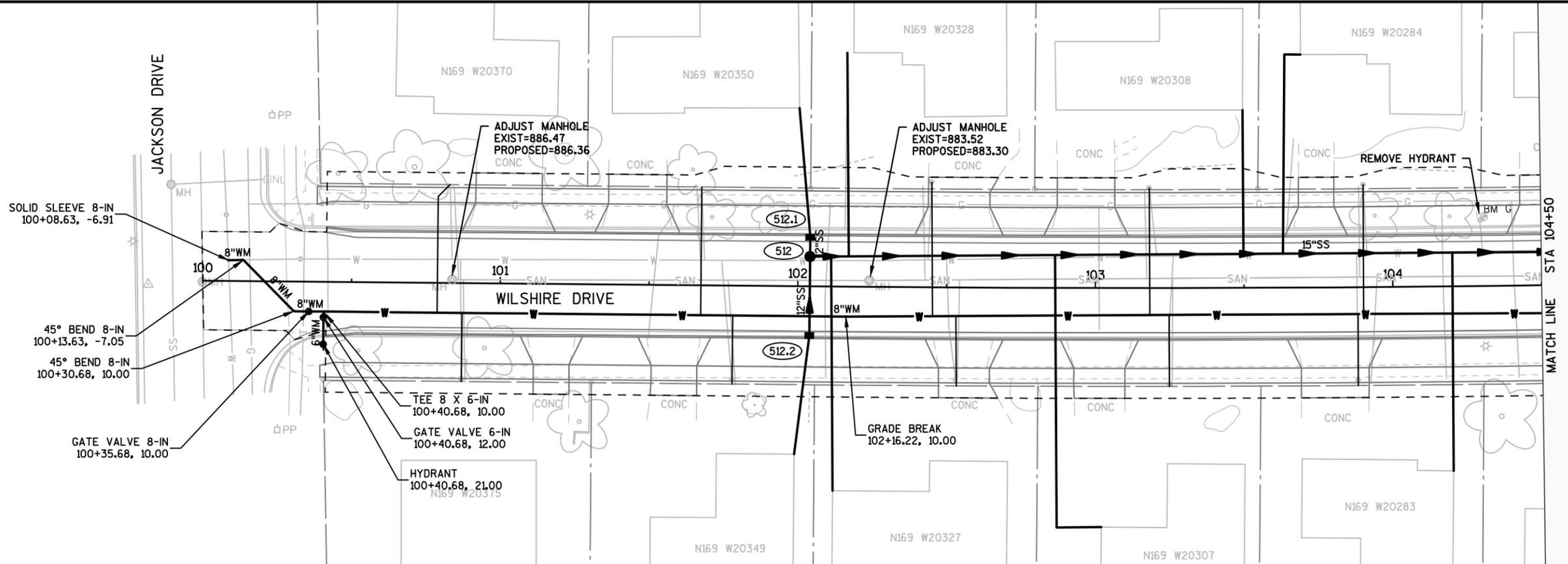


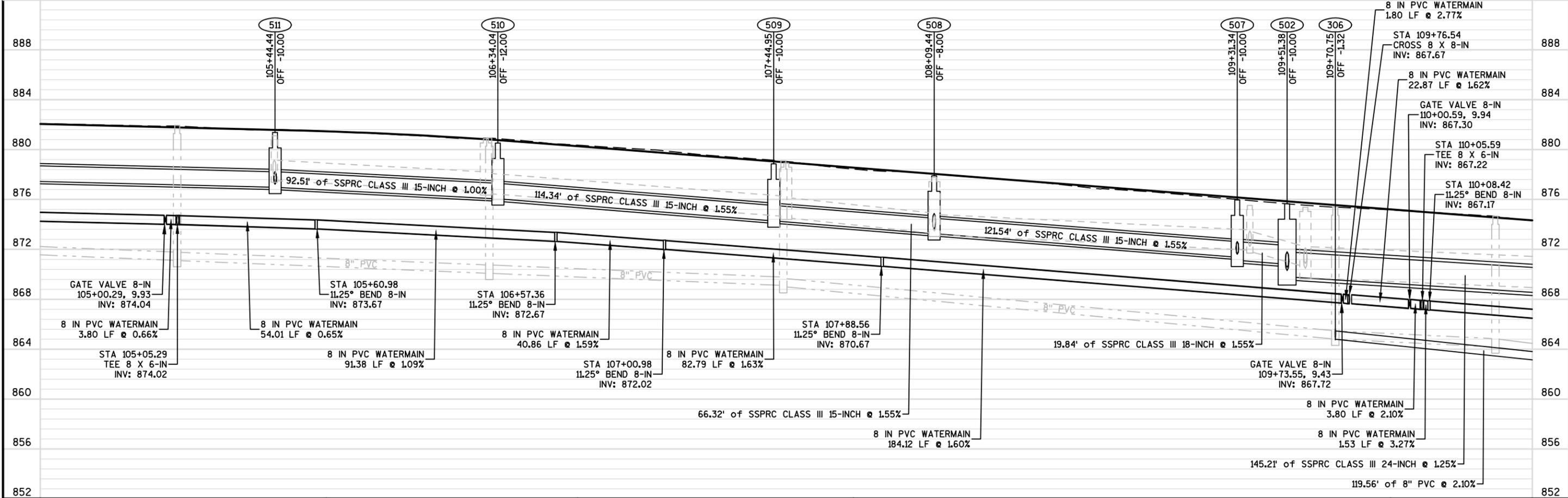
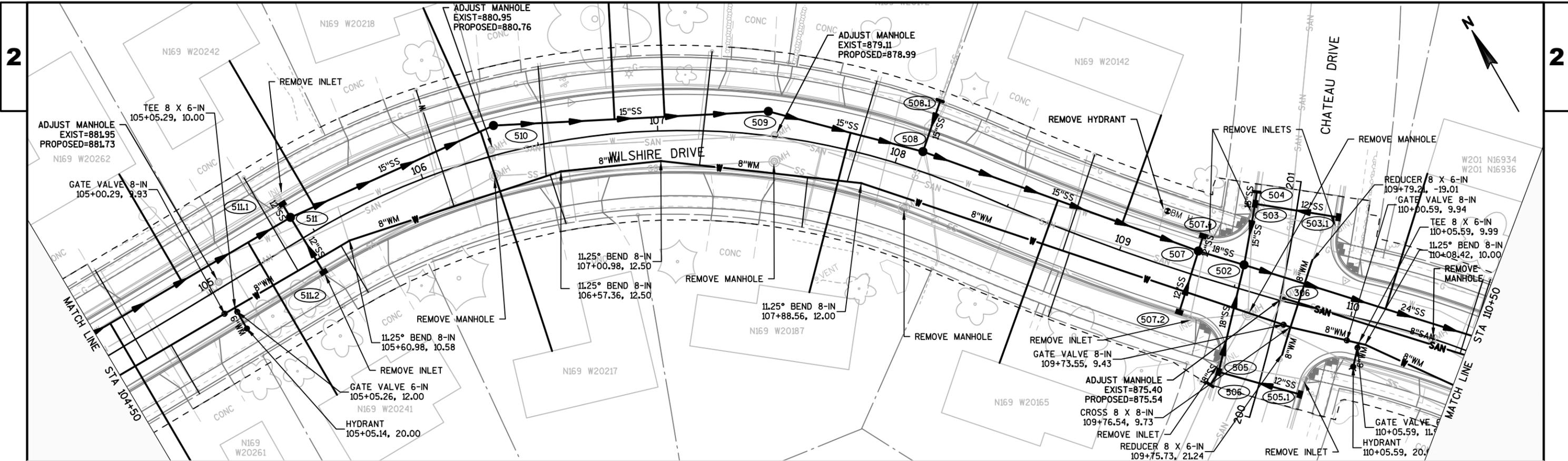
SECTION A-A



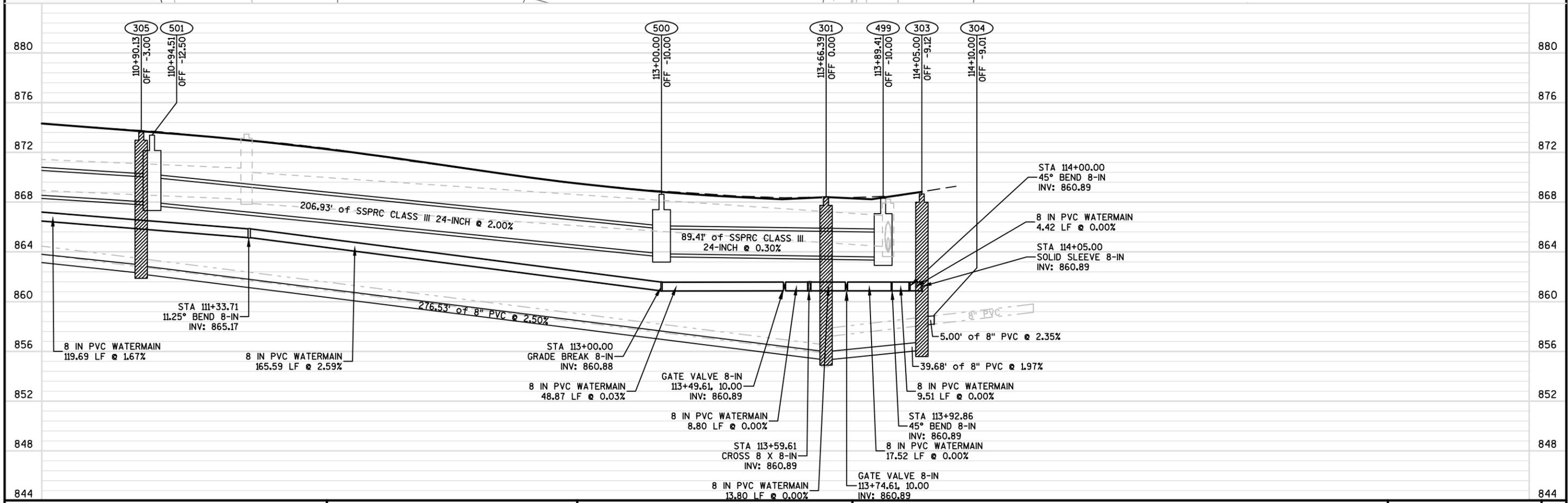
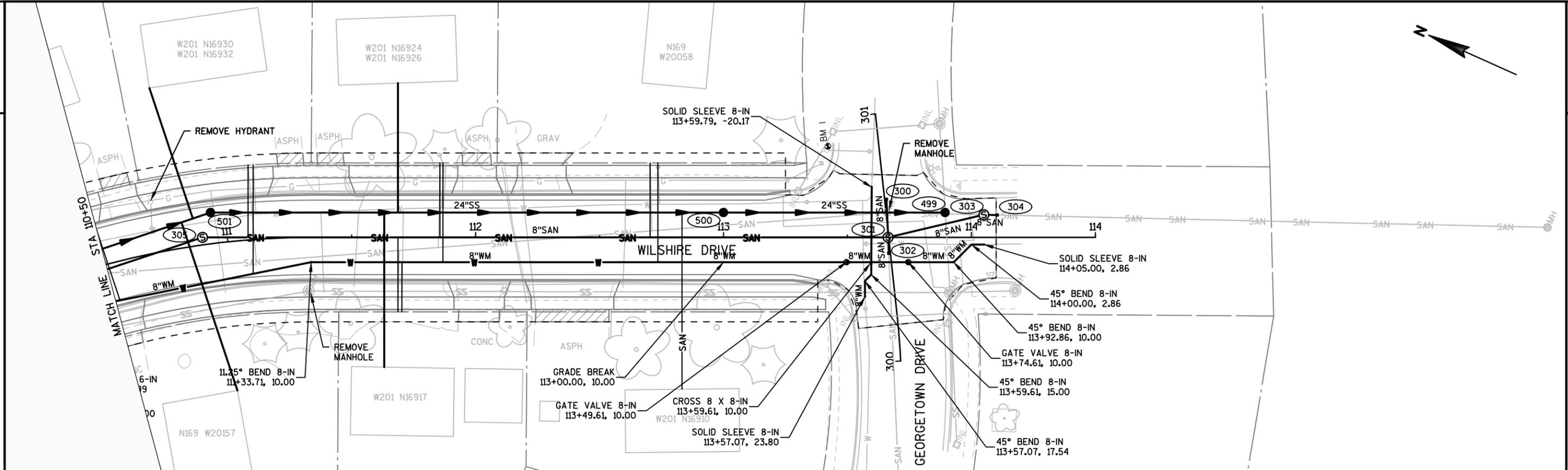
ELEVATION

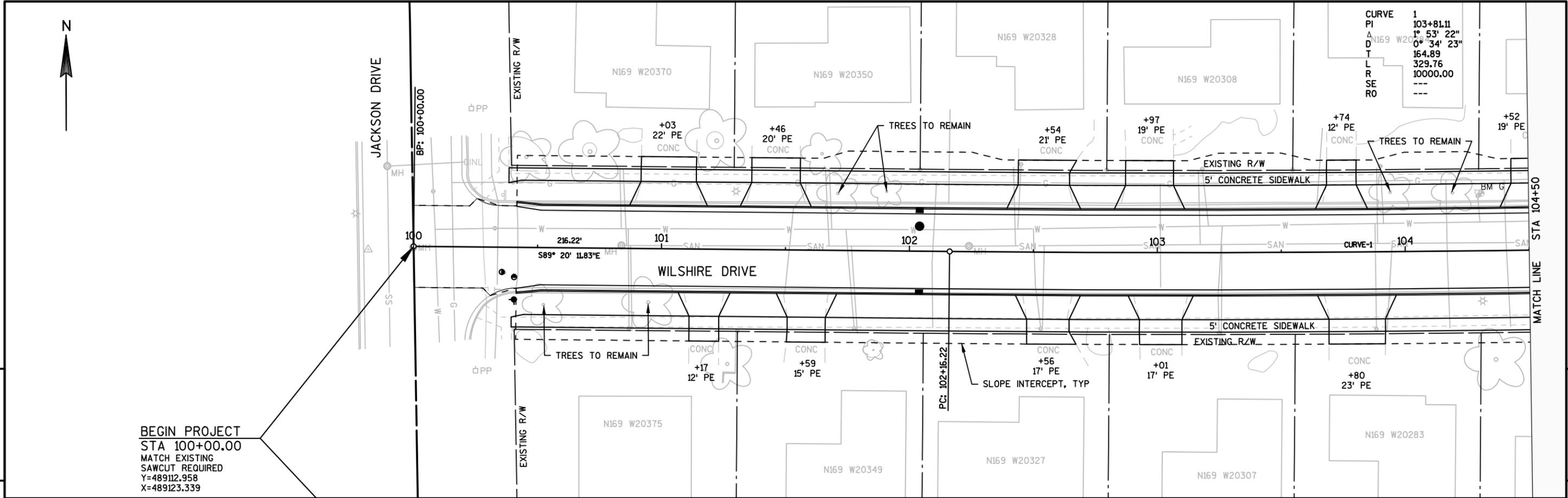
DETAIL OF CURB AND GUTTER AT INLETS



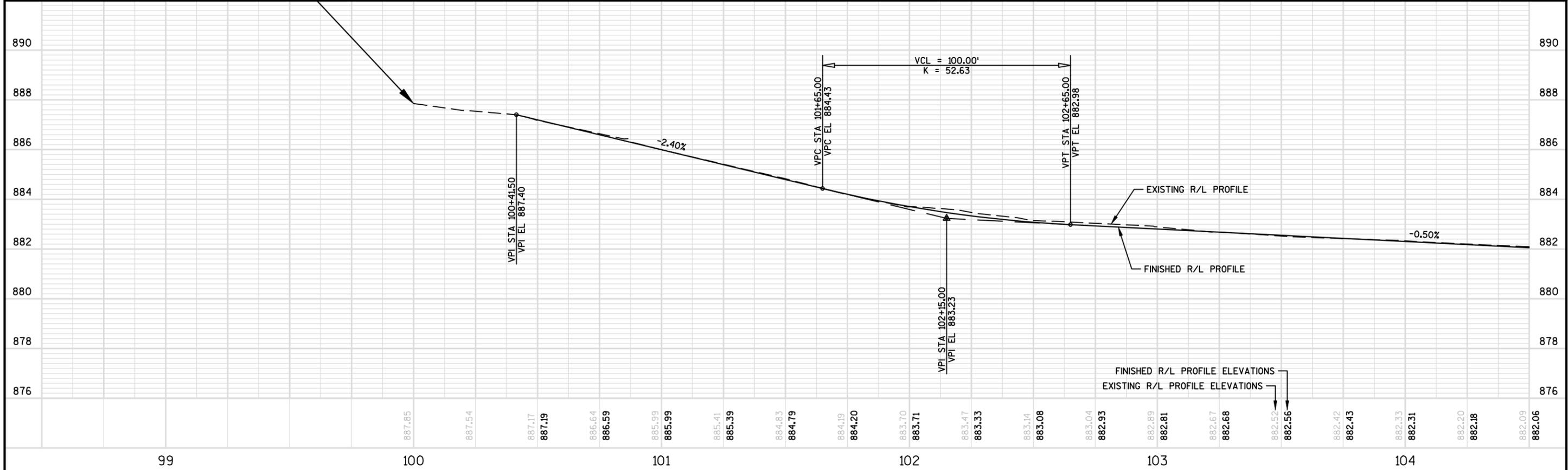


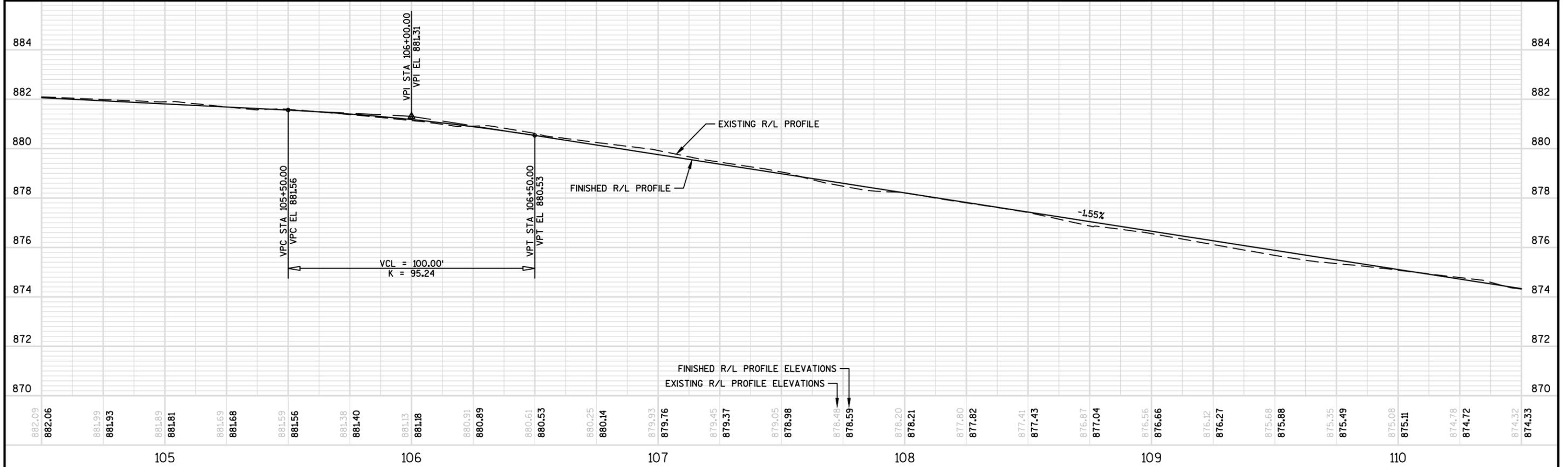
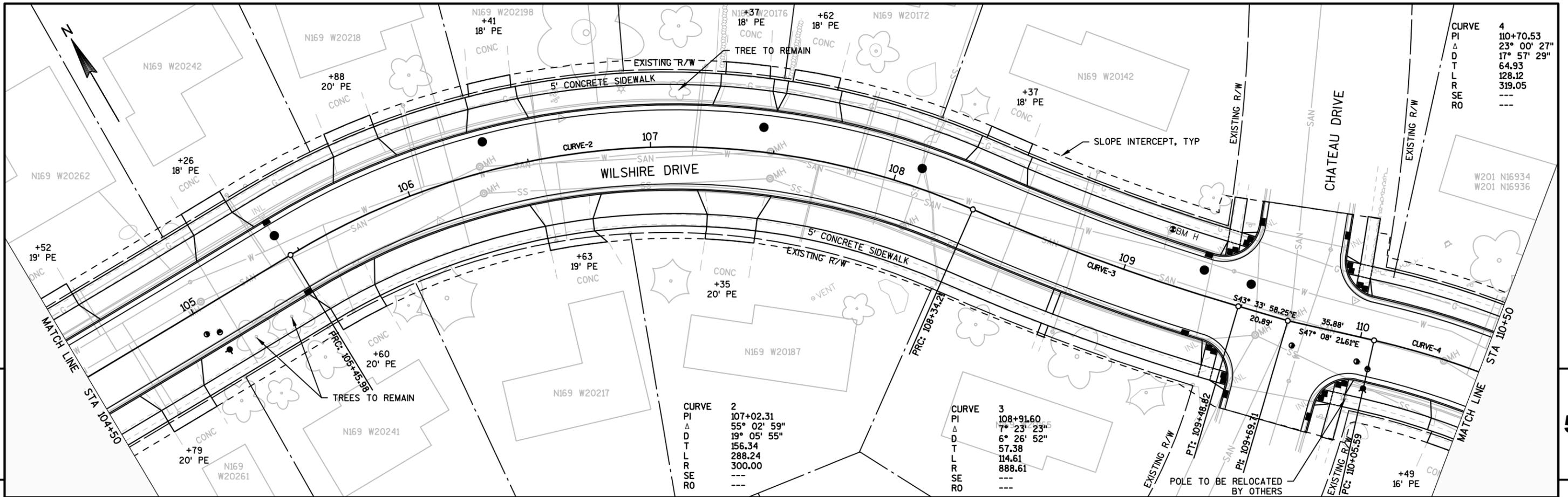
PROJECT NO: 151021	WILSHIRE DRIVE	VILLAGE OF JACKSON	UTILITY PLAN	SHEET	E
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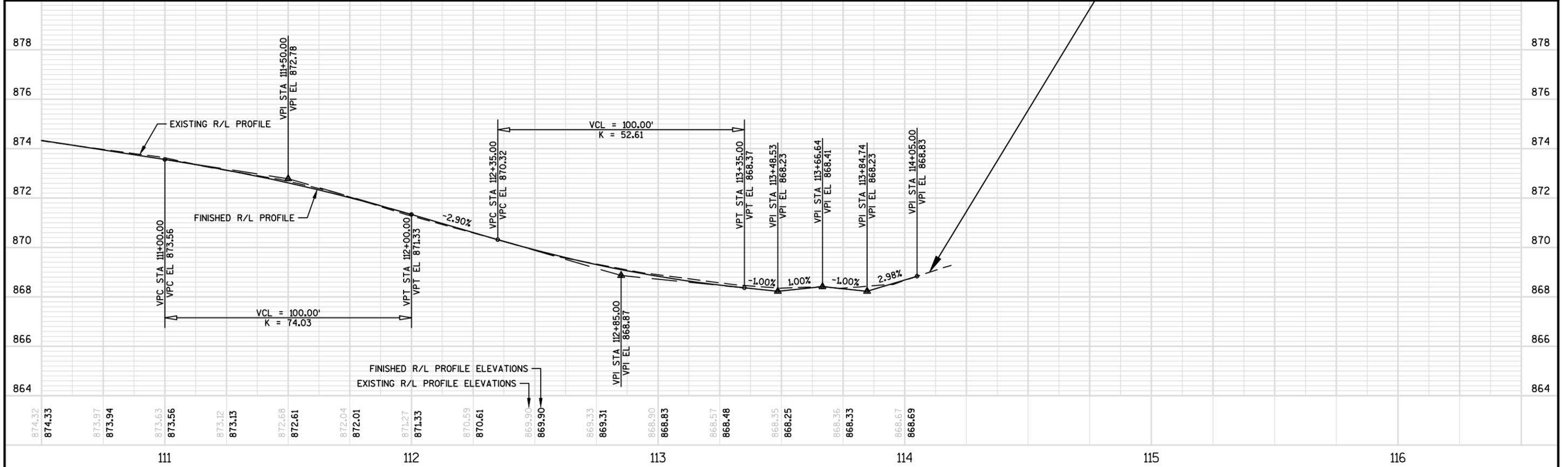
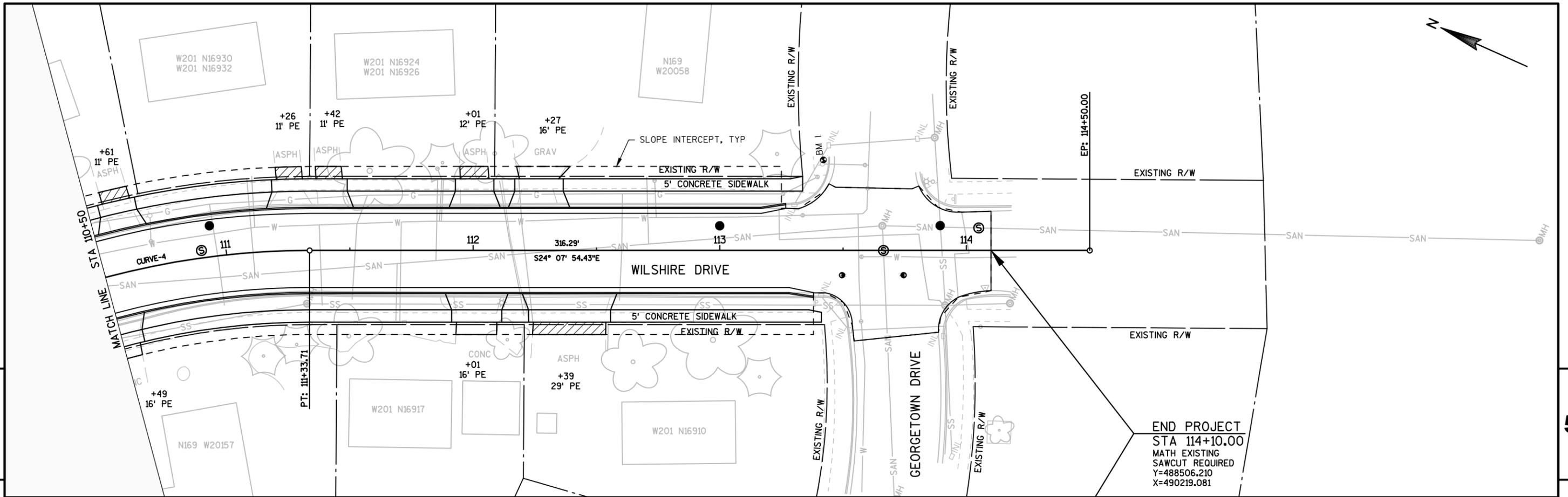


BEGIN PROJECT
 STA 100+00.00
 MATCH EXISTING
 SAWCUT REQUIRED
 Y=489112.958
 X=489123.339





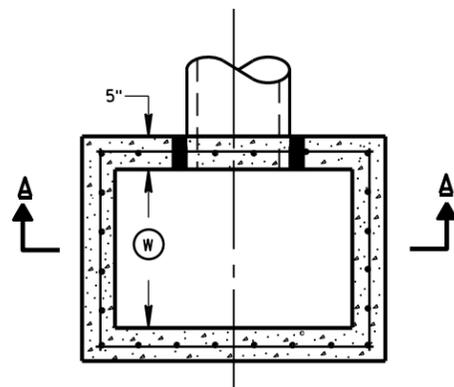
PROJECT NO: 151021	WILSHIRE DRIVE	VILLAGE OF JACKSON	PLAN AND PROFILE: WILSHIRE DRIVE	SHEET	E
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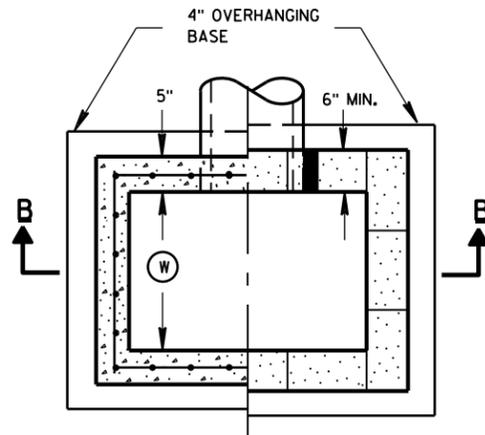
PROJECT NO: 151021 WILSHIRE DRIVE VILLAGE OF JACKSON PLAN AND PROFILE: WILSHIRE DRIVE SHEET **E**



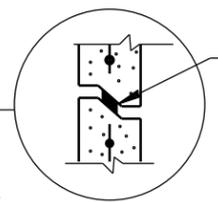
8A9: Catch Basins 2x3-FT & 2.5x3-FT



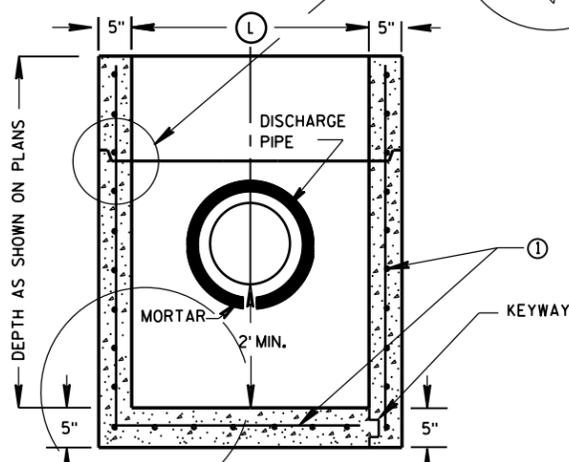
PLAN VIEW



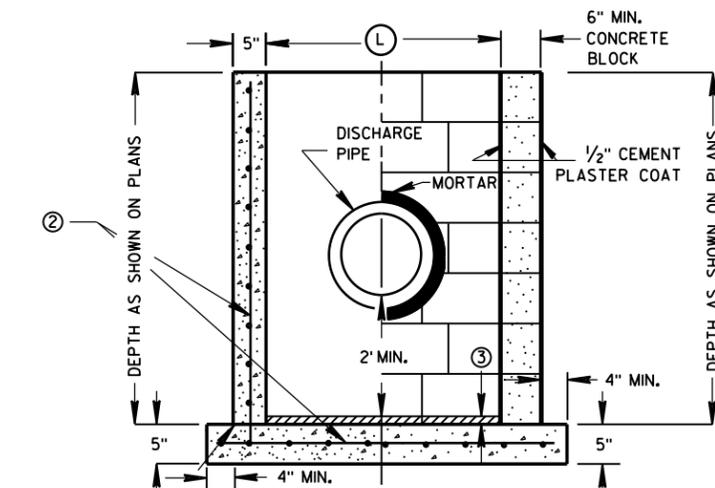
PLAN VIEW



RISER JOINTS TO BE SEALED WITH A BUTYL RUBBER SEAL PER SEALANT MANUFACTURERS RECOMMENDATIONS CONFORMING TO ASTM C 990 (TYP)



SECTION A-A



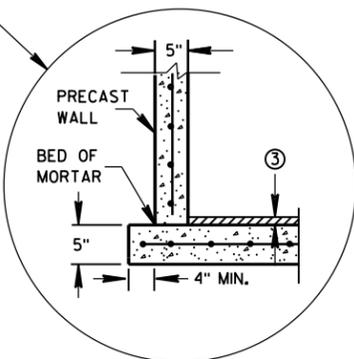
SECTION B-B

PRECAST REINFORCED CONCRETE WITH MONOLITHIC BASE

PRECAST REINFORCED CONCRETE WITH INTEGRAL BASE

CAST-IN-PLACE REINFORCED CONCRETE

CONCRETE BLOCK ON CAST-IN-PLACE WITH PRECAST REINFORCED CONCRETE BASE ①



SEPARATE PRECAST REINFORCED CONCRETE BASE OPTION

GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

UNLESS OTHERWISE AUTHORIZED IN WRITING BY THE ENGINEER, THE CONTRACTOR SHALL NOT ORDER AND DELIVER PRECAST CATCH BASIN UNITS REQUIRED FOR THE PROJECT UNTIL A LIST OF SIZES IS FURNISHED BY THE ENGINEER.

DETAILED DRAWINGS FOR PROPOSED ALTERNATE DESIGNS FOR UNDERGROUND DRAINAGE STRUCTURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PROVIDING THAT SUCH ALTERNATE DESIGNS MAKE PROVISION FOR EQUIVALENT CAPACITY AND STRENGTH.

ALL PRECAST CATCH BASIN UNITS SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF ASTM C 913.

ALL DRAINAGE STRUCTURES ARE DESIGNATED ON THE PLANS AS "MANHOLES 3X3-L", "CATCH BASINS 4-B", "INLETS 2X3-H", ETC. THE FIRST NUMBERS DESIGNATES THE SIZE OF THE STRUCTURE, AND THE FOLLOWING LETTER DESIGNATES THE TYPE OF COVER TO BE USED TO COMPRISE THE COMPLETE UNIT.

BASES SHALL BE PLACED ON A BED OF MATERIAL AT LEAST 6 INCHES IN DEPTH, WHICH MEETS THE REQUIREMENTS OF GRANULAR BACKFILL. THIS BEDDING SHALL BE COMPACTED AND PROVIDE UNIFORM SUPPORT FOR THE ENTIRE AREA OF THE BASE.

ALL BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2 INCHES CLEAR UNLESS OTHERWISE SHOWN OR NOTED.

PRECAST REINFORCED RISERS SHALL HAVE A TONGUE AND GROOVE JOINT WITH TONGUE UP OR DOWN.

4" OVERHANGING BASES ARE REQUIRED FOR CAST-IN-PLACE REINFORCED CONCRETE AND CONCRETE BLOCK INSTALLATIONS. 4" OVERHANG IS REQUIRED WHEN SEPARATE PRECAST BASE IS PROVIDED. OVERHANG IS NOT REQUIRED ON PRECAST STRUCTURES WITH AN INTEGRAL OR MONOLITHIC BASE.

MAXIMUM INSIDE PIPE DIAMETER DETERMINED BY 3" CLEARANCE ON EACH SIDE OF THE OUTSIDE WALL OF THE PIPE. SEE DETAIL "A". ASSUMES PIPE ENTERS PERPENDICULAR TO THE STRUCTURE.

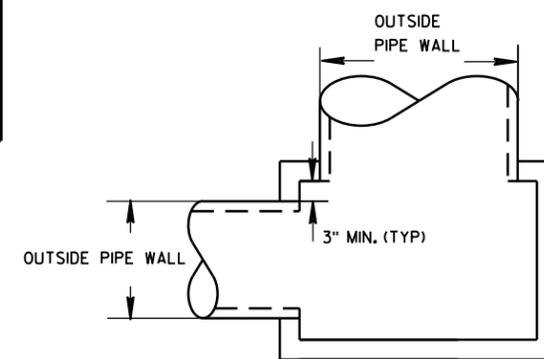
- ① FOR PRECAST CATCH BASINS PROVIDE REINFORCING STEEL IN ACCORDANCE TO ASTM C 913.
- ② CONTRACTOR TO PROVIDE DRAWING(S) STAMPED BY A PROFESSIONAL ENGINEER FOR STEEL REINFORCING DESIGN FOR CAST-IN-PLACE STRUCTURES.
- ③ 1" CONCRETE KEY POURED AFTER INSTALLATION. 2' SUMP MEASURED FROM TOP OF KEY.

CATCH BASIN COVER MATRIX

CATCH BASIN SIZE	INLET COVER TYPE		F	ALL H'S
	WIDTH (W) (FT)	LENGTH (L) (FT)		
2X3-FT	2	3		X
2.5X3-FT	2.5	3	X	

PIPE MATRIX

CATCH BASIN SIZE	MAXIMUM INSIDE PIPE DIAMETER FOR TWO PIPES	
	WIDTH (IN)	LENGTH (IN)
2X3-FT	12	24
2.5X3-FT	18	24



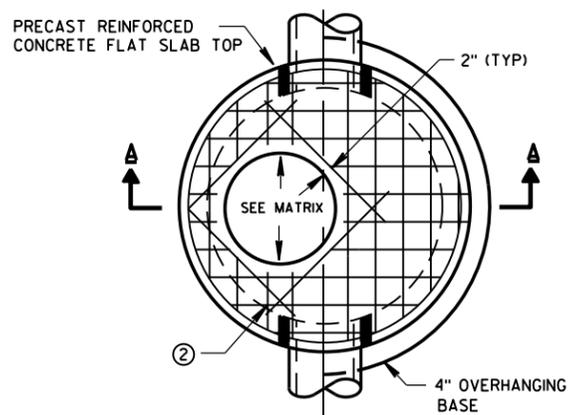
DETAIL "A"

CATCH BASINS 2X3-FT AND 2.5X3-FT

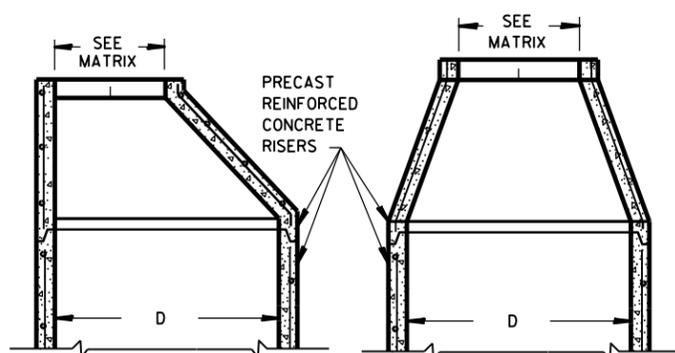
STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED
6/5/2012 DATE /S/ Jerry H. Zogg
ROADWAY STANDARDS DEVELOPMENT ENGINEER
FHWA

CATCH BASINS 2X3-FT AND 2.5X3-FT

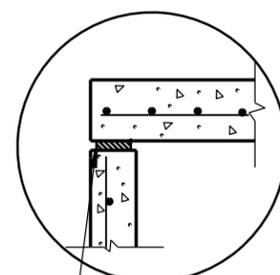


PLAN VIEW CIRCULAR OPENING

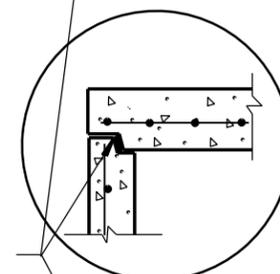


OPTIONAL PRECAST REINFORCED CONCRETE ECCENTRIC TOP

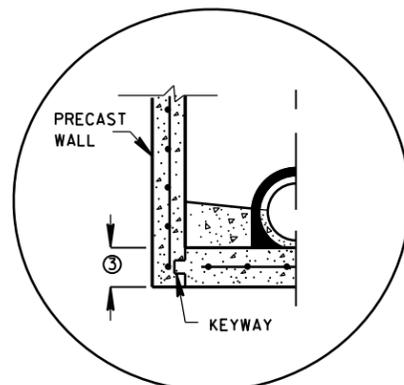
OPTIONAL PRECAST REINFORCED CONCRETE CONCENTRIC TOP



TOP WITH PLAIN END JOINT

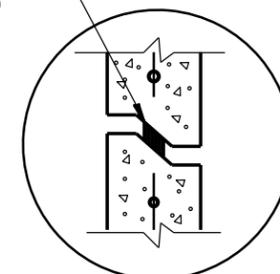


TOP WITH TONGUE AND GROOVE JOINT



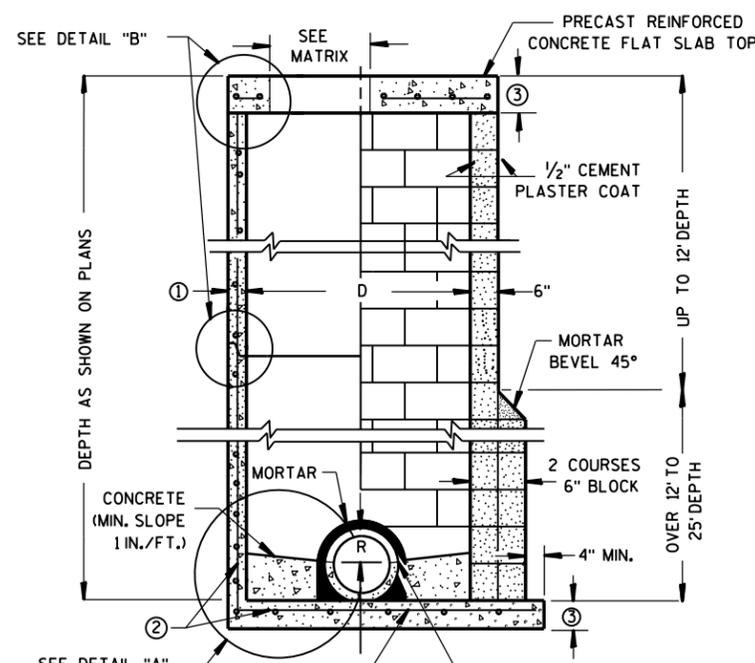
PRECAST REINFORCED CONCRETE WITH INTEGRAL BASE OPTION

JOINTS TO BE SEALED WITH A BUTYL RUBBER SEAL PER SEALANT MANUFACTURERS RECOMMENDATIONS CONFORMING TO ASTM C990 (TYP)



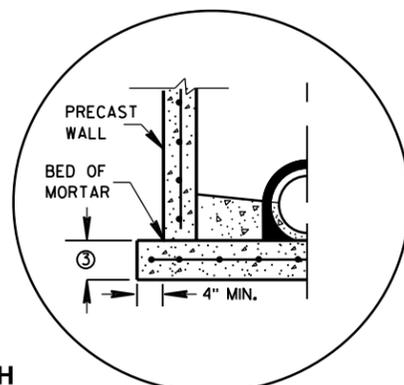
RISER WITH TONGUE AND GROOVE JOINT

DETAIL "B"



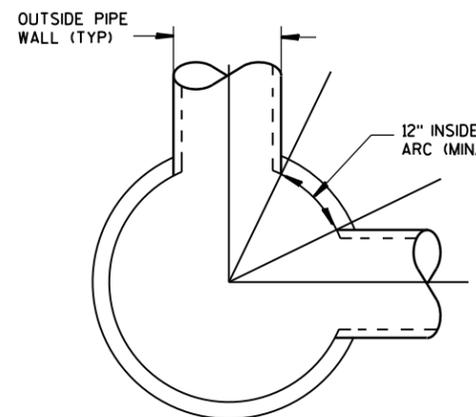
CONTRACTOR TO PROVIDE DRAWING(S) STAMPED BY A PROFESSIONAL ENGINEER FOR STEEL REINFORCING DESIGN FOR CAST-IN-PLACE STRUCTURES

PRECAST REINFORCED CONCRETE BLOCK WITH CONCRETE WITH MONOLITHIC BASE CAST-IN-PLACE OR PRECAST REINFORCED CONCRETE BASE



SEPARATE PRECAST REINFORCED CONCRETE BASE OPTION

DETAIL "A"



DETAIL "C"

GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS. UNLESS OTHERWISE AUTHORIZED IN WRITING BY THE ENGINEER, THE CONTRACTOR SHALL NOT ORDER AND DELIVER PRECAST MANHOLE UNITS REQUIRED FOR THE PROJECT UNTIL A LIST OF SIZES IS FURNISHED BY THE ENGINEER.

DETAILED DRAWINGS FOR PROPOSED ALTERNATE DESIGNS FOR UNDERGROUND DRAINAGE STRUCTURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PROVIDING THAT SUCH ALTERNATE DESIGNS MAKE PROVISION FOR EQUIVALENT CAPACITY AND STRENGTH.

ALL DRAINAGE STRUCTURES ARE DESIGNATED ON THE PLANS AS "MANHOLES 3X3-L", "CATCH BASINS 4-B", "INLETS 2X3-H", ETC. THE FIRST NUMBERS DESIGNATE THE SIZE OF THE STRUCTURE, AND THE FOLLOWING LETTER DESIGNATES THE TYPE OF COVER TO BE USED TO COMPRISE THE COMPLETE UNIT.

BASES SHALL BE PLACED ON A BED OF MATERIAL AT LEAST 6 INCHES IN DEPTH, WHICH MEETS THE REQUIREMENTS OF GRANULAR BACKFILL. THIS BEDDING SHALL BE COMPACTED AND PROVIDE UNIFORM SUPPORT FOR THE ENTIRE AREA OF THE BASE.

PRECAST REINFORCED CONE TOPS (ECCENTRIC OR CONCENTRIC) OR PRECAST REINFORCED FLAT SLAB TOPS MAY BE USED ON CONCRETE BLOCK STRUCTURES. THE CONE TOPS SHALL BE INSTALLED ON A BED OF MORTAR.

ECCENTRIC CONE TOPS MAY BE USED ON ALL STRUCTURES, AND CONCENTRIC CONE TOPS SHALL BE USED ONLY ON STRUCTURES 5 FEET OR LESS IN DEPTH, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

STEPS MEETING AASHTO M199 AND THE FOLLOWING REQUIREMENTS SHALL BE INSTALLED IN ALL STRUCTURES OVER 5 FEET IN DEPTH: 16 INCH C-C MAXIMUM SPACING; PROJECT A MINIMUM CLEAR DISTANCE OF 4 INCHES FROM THE WALL AT THE POINT OF EMBEDMENT; MINIMUM LENGTH OF 10 INCHES; MINIMUM WALL EMBEDMENT OF 3 INCHES. FERROUS METAL STEPS NOT PAINTED OR TREATED TO RESIST CORROSION SHALL HAVE A MINIMUM CROSS SECTIONAL DIMENSION OF 1 INCH.

STEPS OF APPROVED POLYPROPYLENE PLASTIC COATED REINFORCEMENT BAR ARE ACCEPTABLE. REINFORCING BAR MUST BE A MINIMUM OF 1/2" AND MEET THE REQUIREMENTS OF ASTM A615.

CERTIFICATION SHALL BE PROVIDED THAT INSTALLED STEPS WHEN TESTED IN ACCORDANCE WITH SECTION 10 OF AASHTO T280 CAN WITHSTAND A VERTICAL LOAD OF 800 LBS. AND A HORIZONTAL LOAD OF 400 LBS.

ALL BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2 INCHES CLEAR UNLESS OTHERWISE SHOWN OR NOTED. CONCRETE BLOCK WILL NOT BE PERMITTED FOR STRUCTURES GREATER THAN 4 FEET IN DIAMETER.

PRECAST REINFORCED RISERS SHALL HAVE A TONGUE AND GROOVE JOINT WITH TONGUE UP OR DOWN.

ALL PRECAST MANHOLE UNITS SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF AASHTO DESIGNATION M 199.

4" OVERHANGING BASES ARE REQUIRED FOR ALL CONCRETE BLOCK INSTALLATIONS. 4" OVERHANG IS REQUIRED WHEN SEPARATE PRECAST BASE IS PROVIDED. OVERHANG IS NOT REQUIRED ON PRECAST STRUCTURES WITH AN INTEGRAL OR MONOLITHIC BASE.

FOR ADDITIONAL CONFIGURATIONS, MAINTAIN A MINIMUM OF 12 INCHES AS MEASURED FROM THE INSIDE OF THE STRUCTURE WALL BETWEEN THE OUTSIDE PIPE WALLS OF ADJACENT PIPES. SEE DETAIL "C".

1 MINIMUM WALL THICKNESS SHALL BE 4 INCHES FOR 3-FT, 5 INCHES FOR 4-FT, 6 INCHES FOR 5-FT, 7 INCHES FOR 6-FT, 8 INCHES FOR 7-FT AND 9 INCHES FOR 8-FT DIAMETER PRECAST MANHOLES.

2 FOR PRECAST MANHOLES PROVIDE REINFORCING STEEL IN ACCORDANCE TO AASHTO M199.

3 PRECAST FLAT SLAB TOPS AND BASES WITH A DIAMETER OF 48" AND LESS SHALL HAVE A MINIMUM THICKNESS OF 6". PRECAST FLAT SLAB TOPS AND BASES WITH A DIAMETER LARGER THAN 48" SHALL HAVE A MINIMUM THICKNESS OF 8".

MANHOLE COVER OPENING MATRIX

MANHOLE COVER TYPE	C	ALL J'S	K	L	M
OPENING SIZE (FT)					
2 DIA.	X	X		X	
3 DIA.			X		X

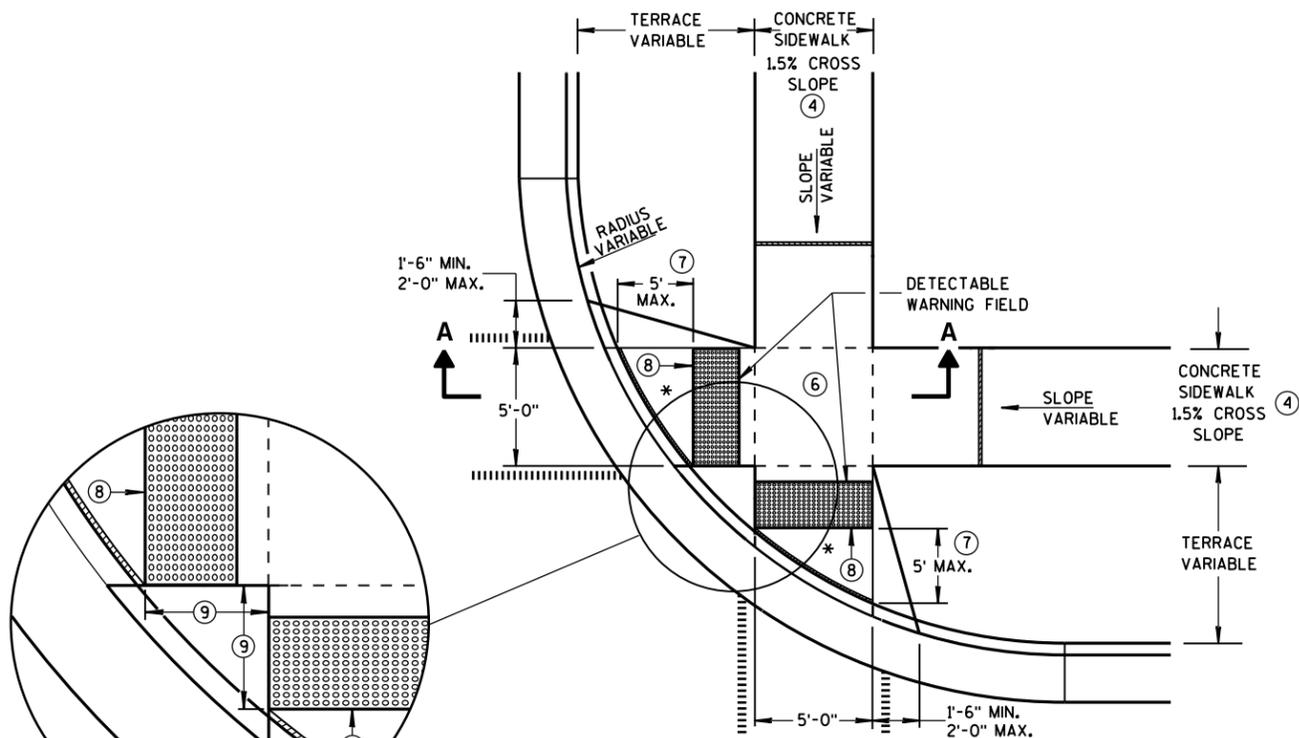
PIPE MATRIX

MANHOLE SIZE	MAXIMUM INSIDE PIPE DIAMETER FOR TWO PIPES	
	180° SEPARATION (IN)	90° SEPARATION (IN)
3-FT	15	12
4-FT	24	18
5-FT	36	24
6-FT	42	36
7-FT	48	36
8-FT	60	42

MANHOLES 3-FT, 4-FT, 5-FT, 6-FT, 7-FT AND 8-FT DIAMETER

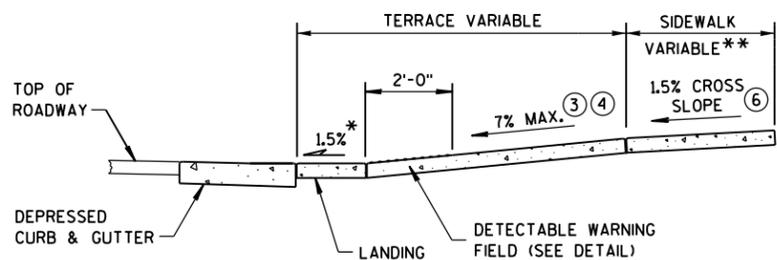
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION

APPROVED 6/5/2012 DATE /S/ Jerry H. Zogg ROADWAY STANDARDS DEVELOPMENT ENGINEER FHWA



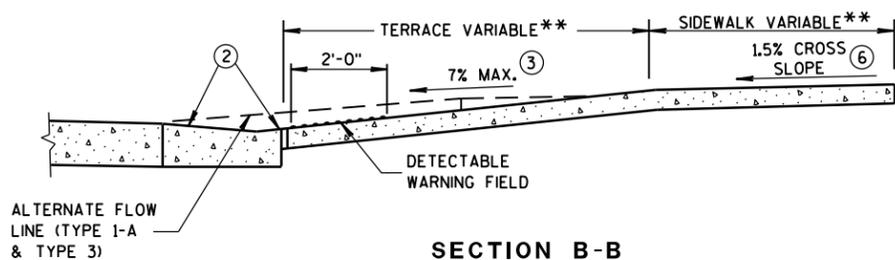
PLAN VIEW
TYPE 2 RAMP
(ON LINE WITH SIDEWALK)

* MAXIMUM 2.0% SLOPE
IN ALL DIRECTIONS IN
FRONT OF GRADE BREAK



SECTION A-A

** WIDTH SHOWN ELSEWHERE
IN THE PLANS



SECTION B-B

ALTERNATE FLOW
LINE (TYPE 1-A
& TYPE 3)

GENERAL NOTES

USE THE TYPE 3 RAMP ONLY WHEN A TYPE 1 OR TYPE 2 CANNOT BE ACHIEVED BECAUSE OF FIELD CONDITIONS.

DETECTABLE WARNING FIELDS THAT ARE INSTALLED AS A GROUP OR SIDE BY SIDE, SHALL BE FROM THE SAME MANUFACTURER.

② GRADE CHANGE BETWEEN GUTTER FLAG SLOPE AND THE CURB RAMP SLOPE SHALL NOT EXCEED 11%. MAXIMUM GUTTER FLAG SLOPE IS 4%. PROVIDE DRAINAGE AWAY FROM CURB RAMP AT GUTTER FLAG INTERFACE. NO VERTICAL LIPS OR DISCONTINUITIES GREATER THAN 1/4-INCH ARE ALLOWED.

③ ABSOLUTE MAXIMUM 12H:1V (8.33%) CURB RAMP SLOPE IS ALLOWABLE WITH FLATTENED GUTTER FLAG SLOPE AND NOT TO EXCEED 11% GRADE CHANGE.

④ ±0.5% CONSTRUCTION TOLERANCE IN SIDEWALK CROSS SLOPE. THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2% WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

⑥ PROVIDE A LEVEL LANDING (MAXIMUM 2% SLOPE) IN ANY DIRECTION OF PEDESTRIAN TRAVEL. STANDARD LANDING SIZE IS 5 FEET X 5 FEET (MINIMUM 4 FEET X 4 FEET).

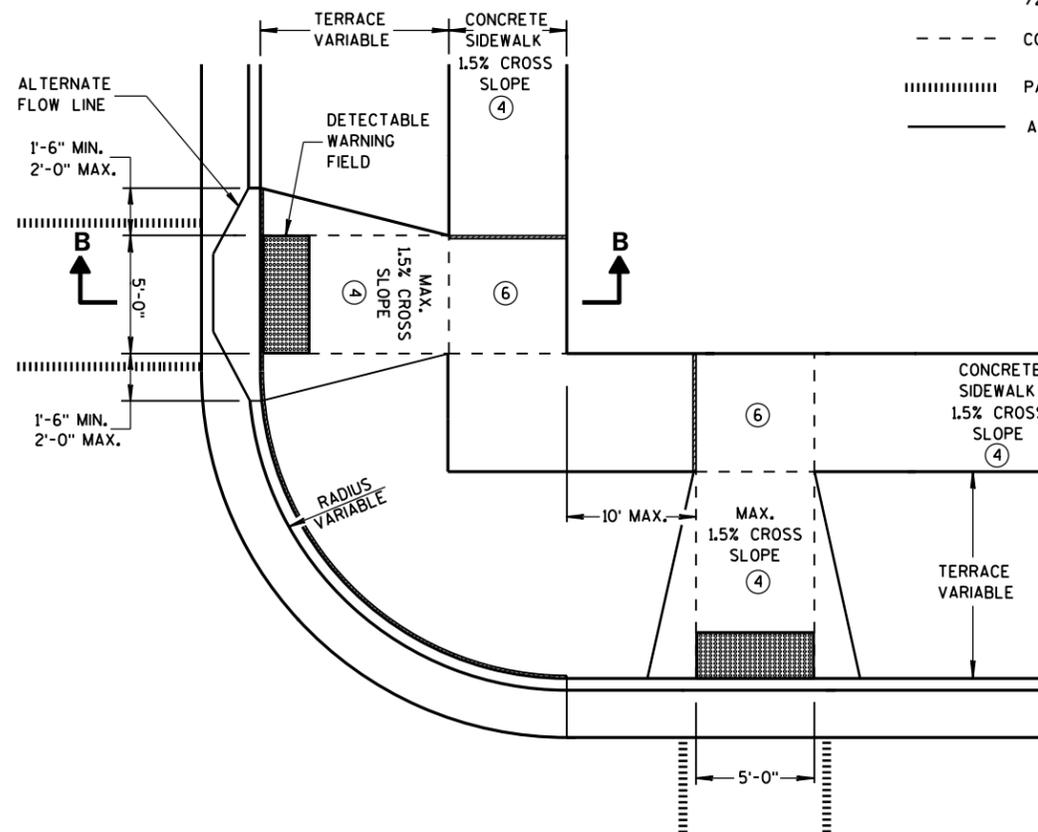
⑦ WHEN THIS DISTANCE EXCEEDS 5 FEET, USE MULTIPLE DETECTABLE WARNING PANELS ACROSS THE RAMP AND STAGGER ADDITIONAL DETECTABLE WARNING PANEL(S) FORWARD TO REDUCE THIS DISTANCE.

⑧ PROVIDE GRADE BREAK PERPENDICULAR TO DIRECTION OF WHEELCHAIR TRAVEL.

⑨ WHEN THIS DISTANCE IS LESS THAN 6'-0", IT MAY BE DIFFICULT TO ACHIEVE A 7% SLOPE OR FLATTER ALONG THE RAMP. REDUCE CURB HEIGHT IN TRIANGLE AREA TO ACHIEVE 7% SLOPE OR FLATTER ON RAMP. 2" MINIMUM CURB HEIGHT.

LEGEND

- 1/2" EXPANSION JOINT-SIDEWALK
- - - CONTRACTION JOINT FIELD LOCATED
- ▤ PAVEMENT MARKING CROSSWALK (WHITE)
- ALTERNATIVE LAYOUT



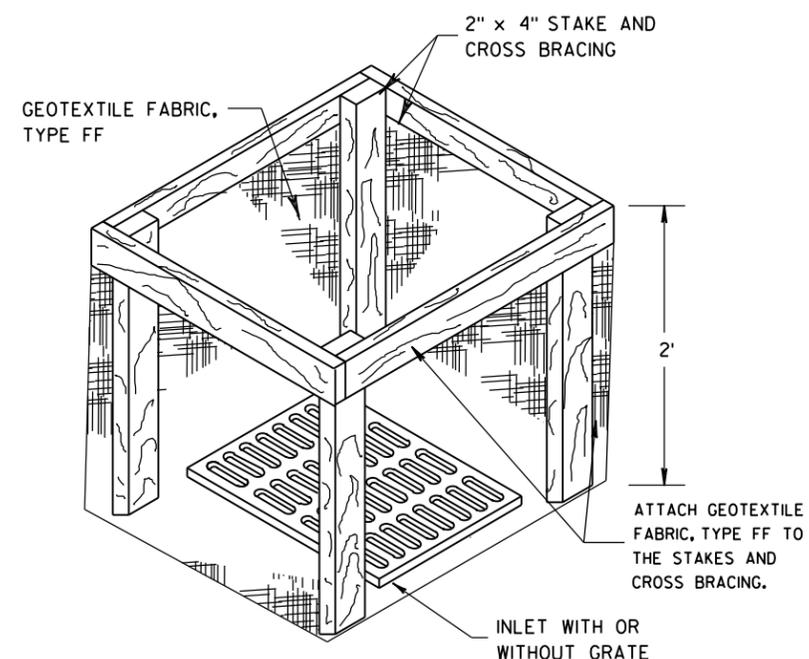
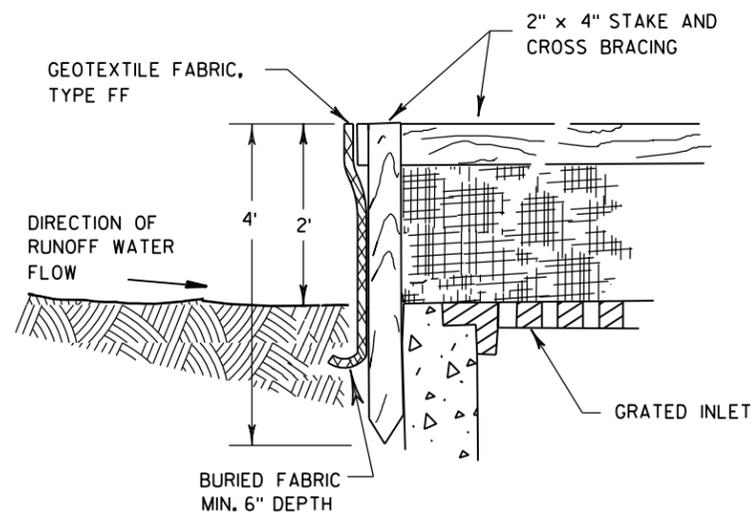
PLAN VIEW
TYPE 3 RAMP
(OUTSIDE OF CROSSWALK AREA)

CURB RAMPS
TYPES 2 AND 3

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION



8E10: Inlet Protection Type A, B, C and D



INLET PROTECTION, TYPE A

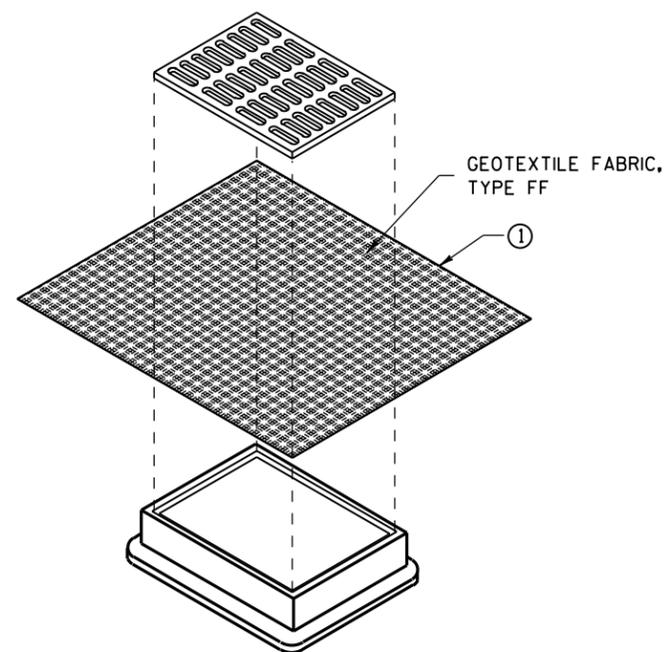
GENERAL NOTES

INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

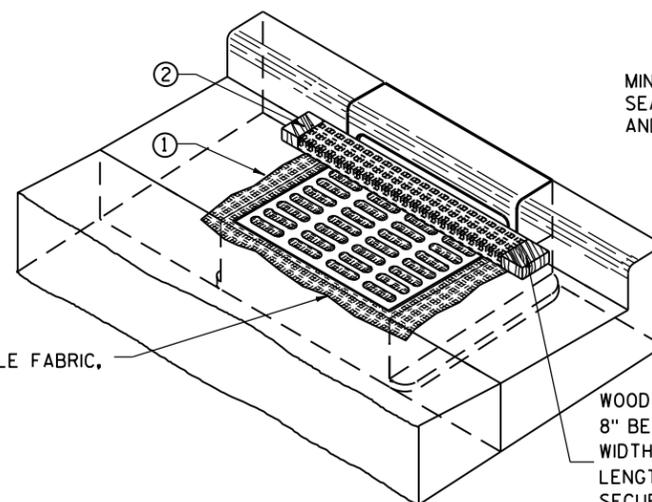
WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

- ① FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- ② FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
- ③ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.



INLET PROTECTION, TYPE B (WITHOUT CURB BOX)

(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)



INLET PROTECTION, TYPE C (WITH CURB BOX)

INSTALLATION NOTES

TYPE B & C

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

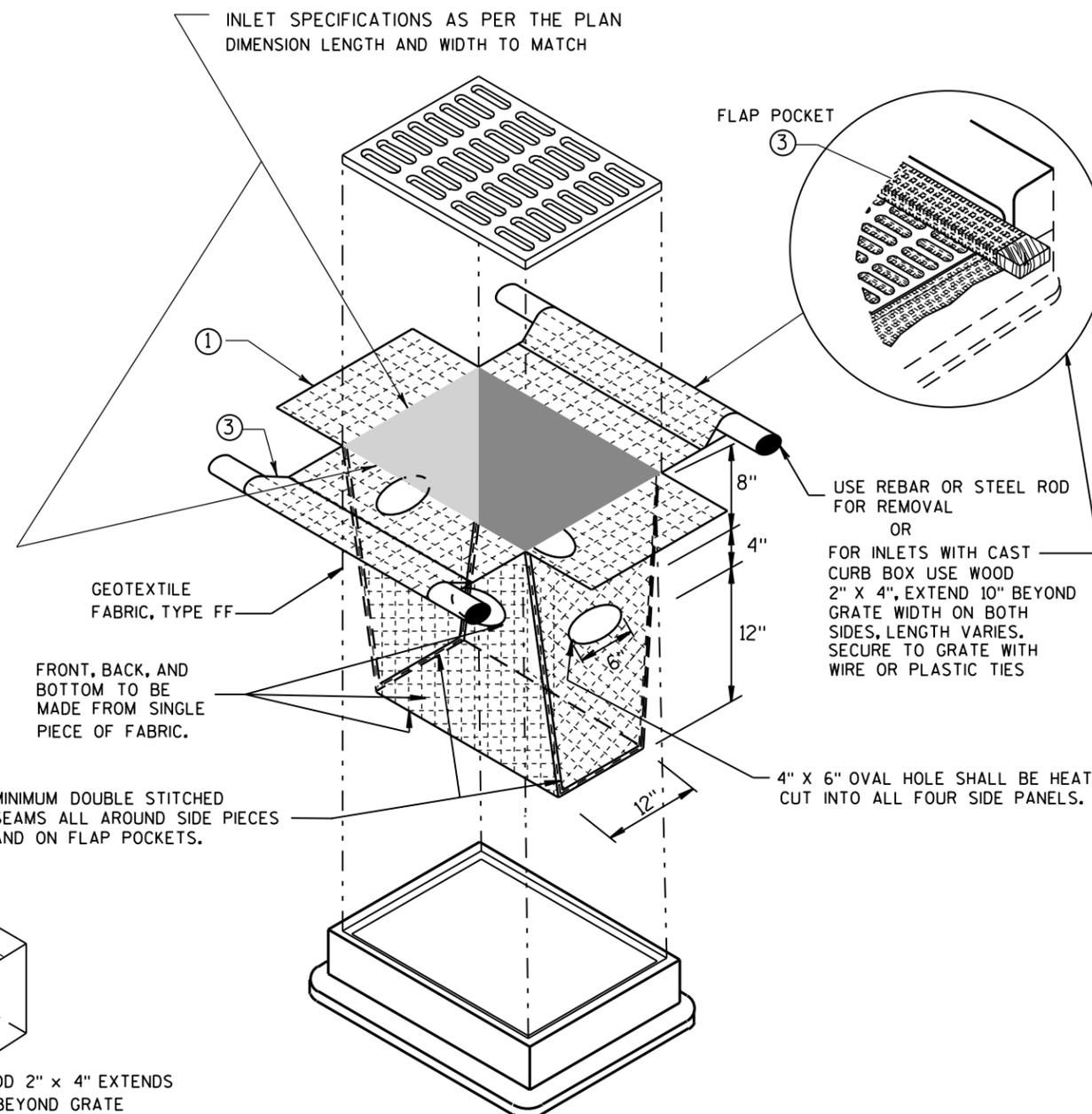
THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

TYPE D

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.



INLET PROTECTION, TYPE D

(CAN BE INSTALLED IN ANY INLET TYPE WITH OR WITHOUT A CURB BOX AS PER NOTE ②)

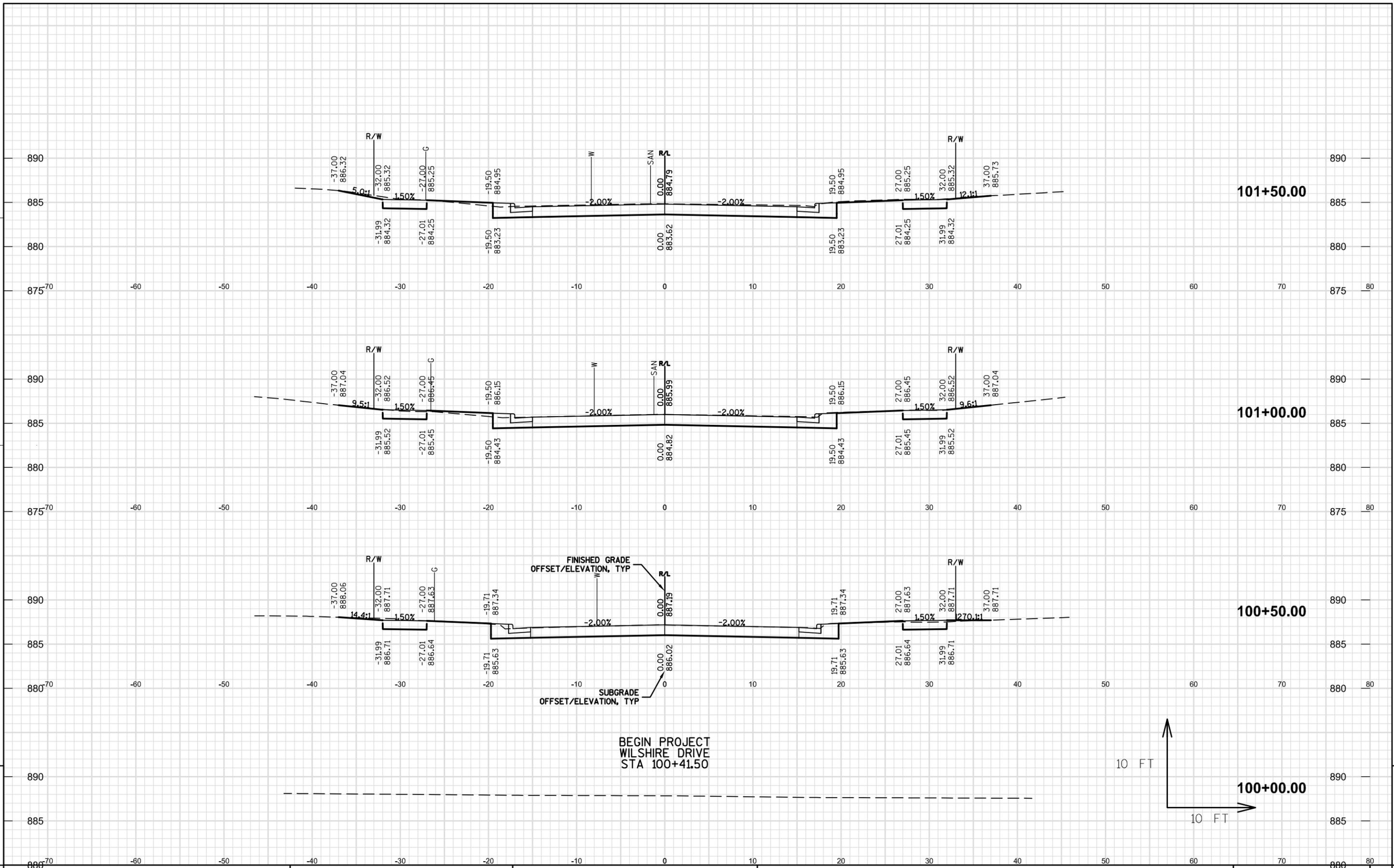
INLET PROTECTION TYPE A, B, C, AND D

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION

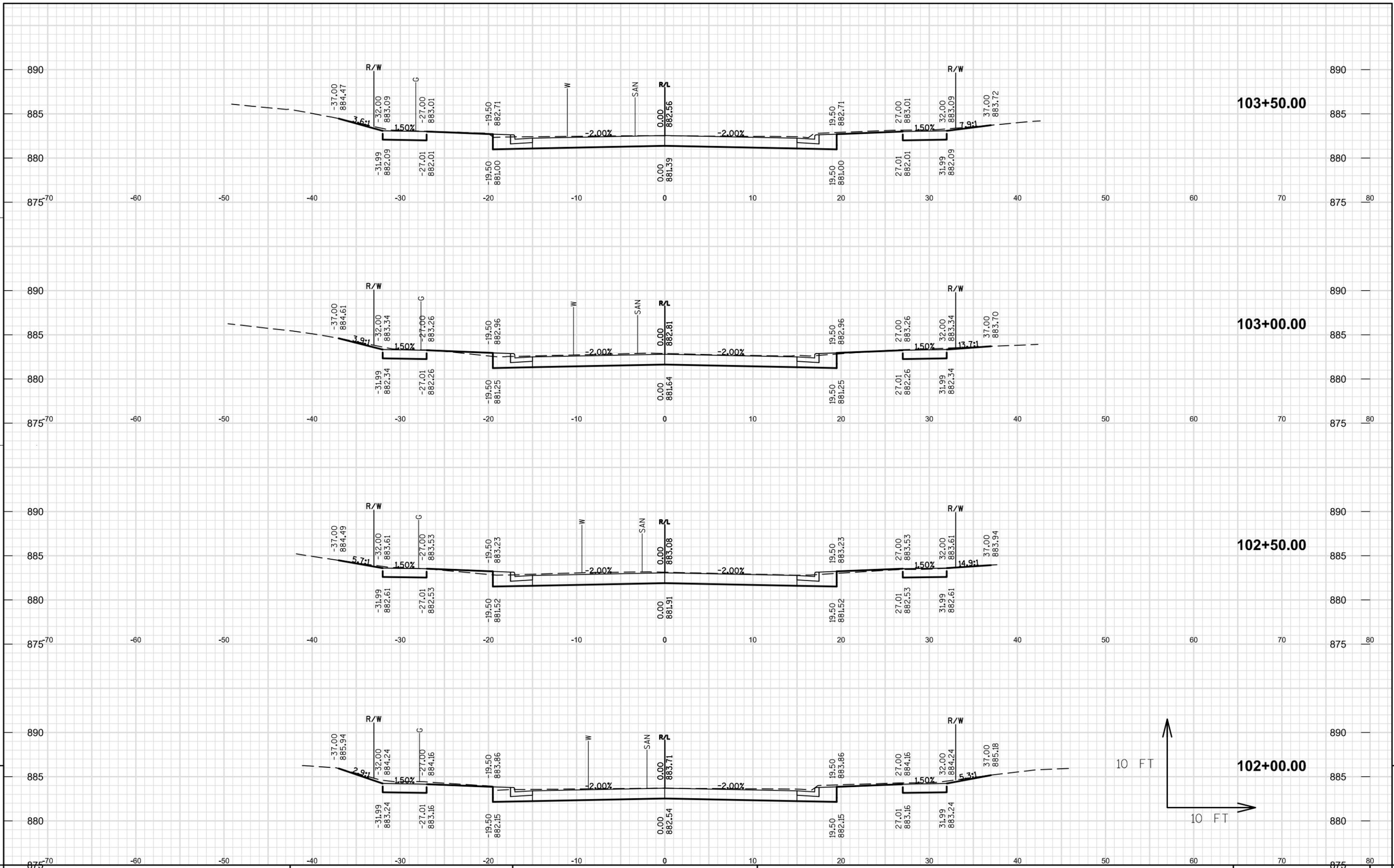
APPROVED 10-16-02 /S/ Beth Canestra
 DATE CHIEF ROADWAY DEVELOPMENT ENGINEER
 FHWA

Division	From/To Station	Location	Common Excavation	Salvaged/Unusable Pavement Material (2)	Available Material (3)	Unexpanded Fill	Expanded Fill (4)	Mass Ordinate +/-	Waste
			Cut (1)				Factor 1.25		
Division 1									
Wilshire Drive	100+00/114+00		2,862	610	2,252	45	56	2,195	2,195
Division 1 Subtotal			2,862	610	2,252	45	56	2,195	2,195
Grand Total			2,862	610	2,252	45	56	2,195	2,195

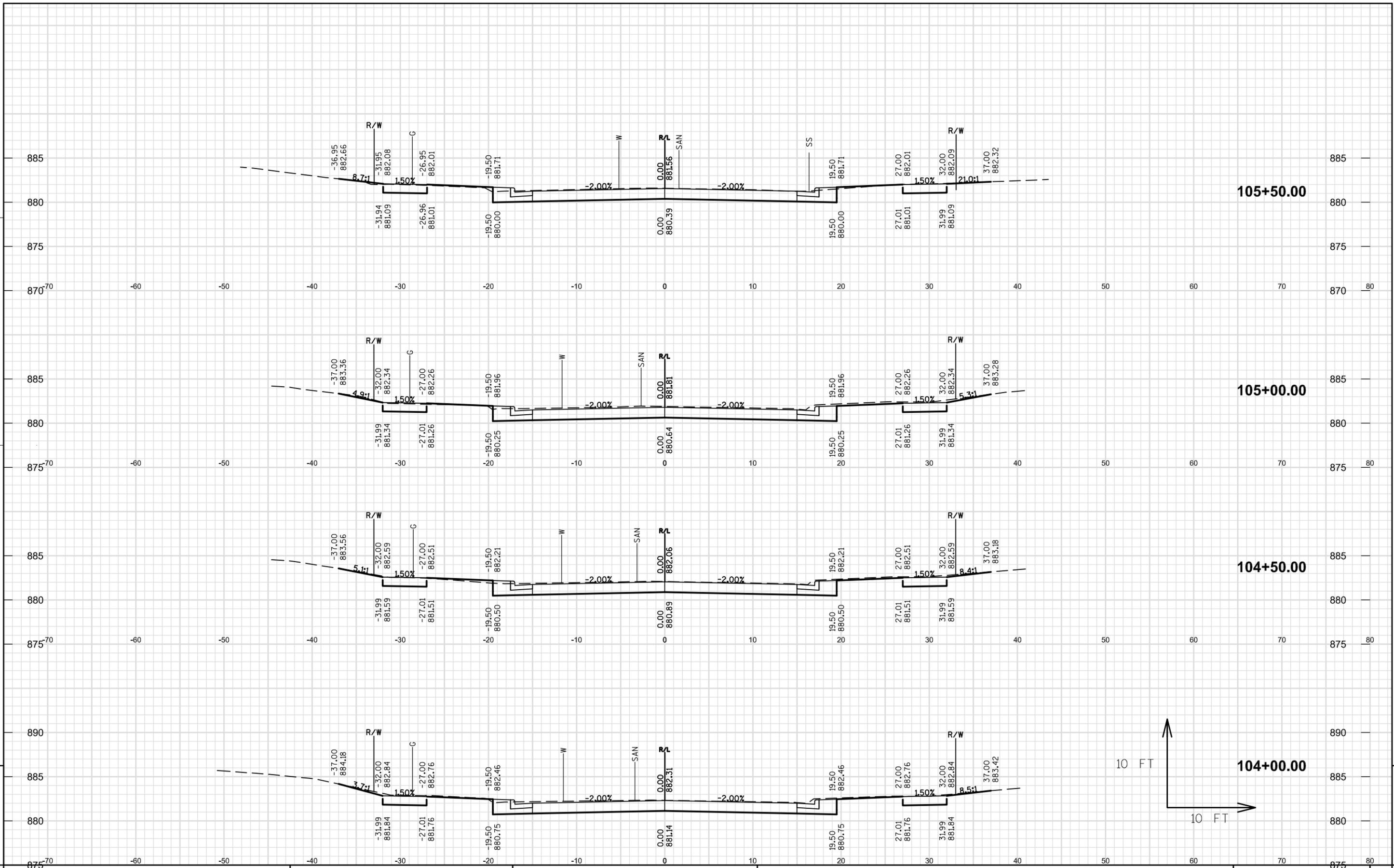
- 1) Salvaged/Unusable Pavement Material is included in Cut.
- 2) Salvaged/Unusable Pavement Material = Existing Pavement Area * Typical Depth (4")
- 3) Available Material = Cut - Salvaged/Unusable Pavement Material
- 4) Expanded Fill = Unexpanded Fill * Fill Factor



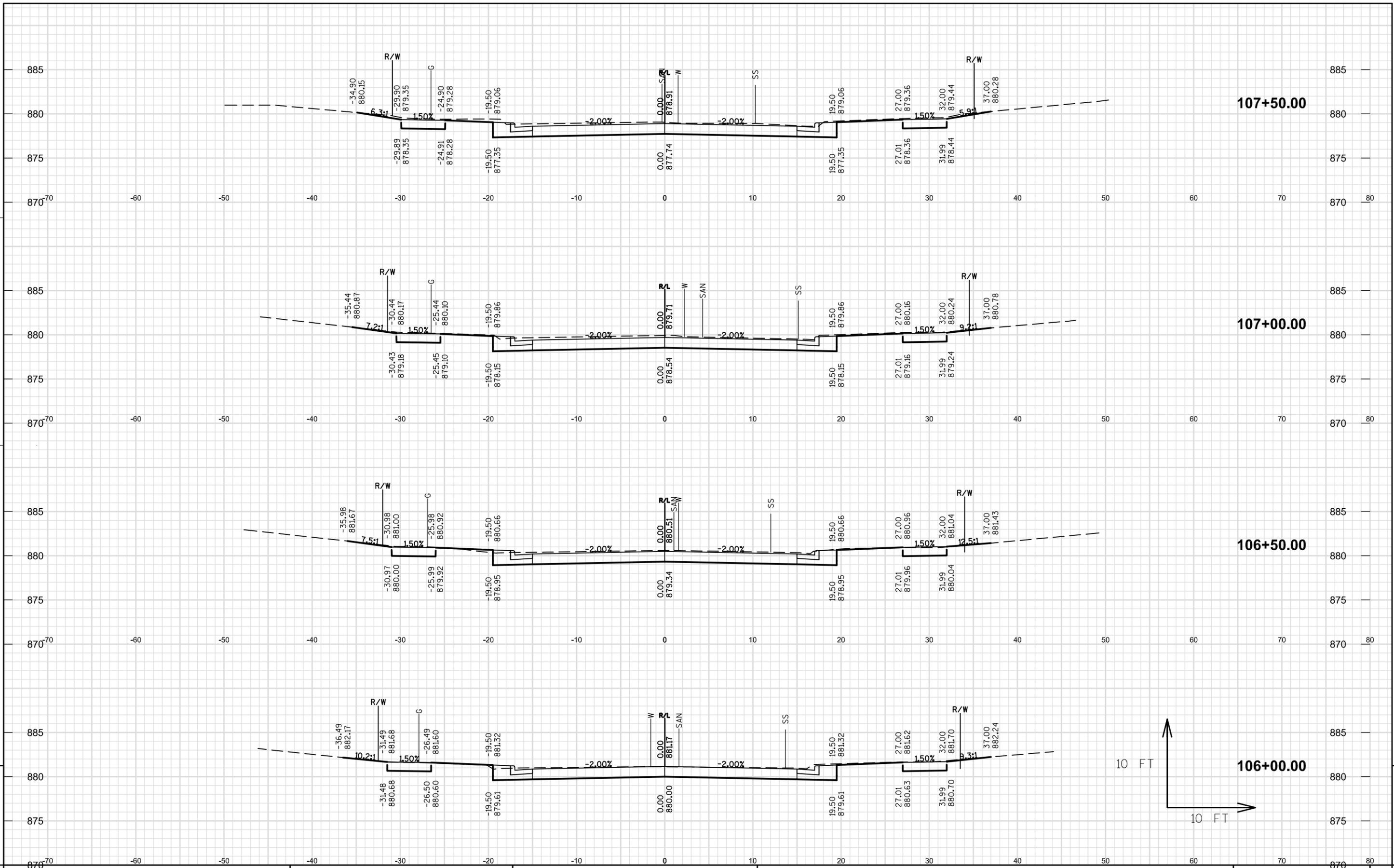
PROJECT NO: XXXX-XX-XX HWY: WILSHIRE DRIVE COUNTY: WASHINGTON CROSS SECTIONS: WILSHIRE DRIVE SHEET: -----



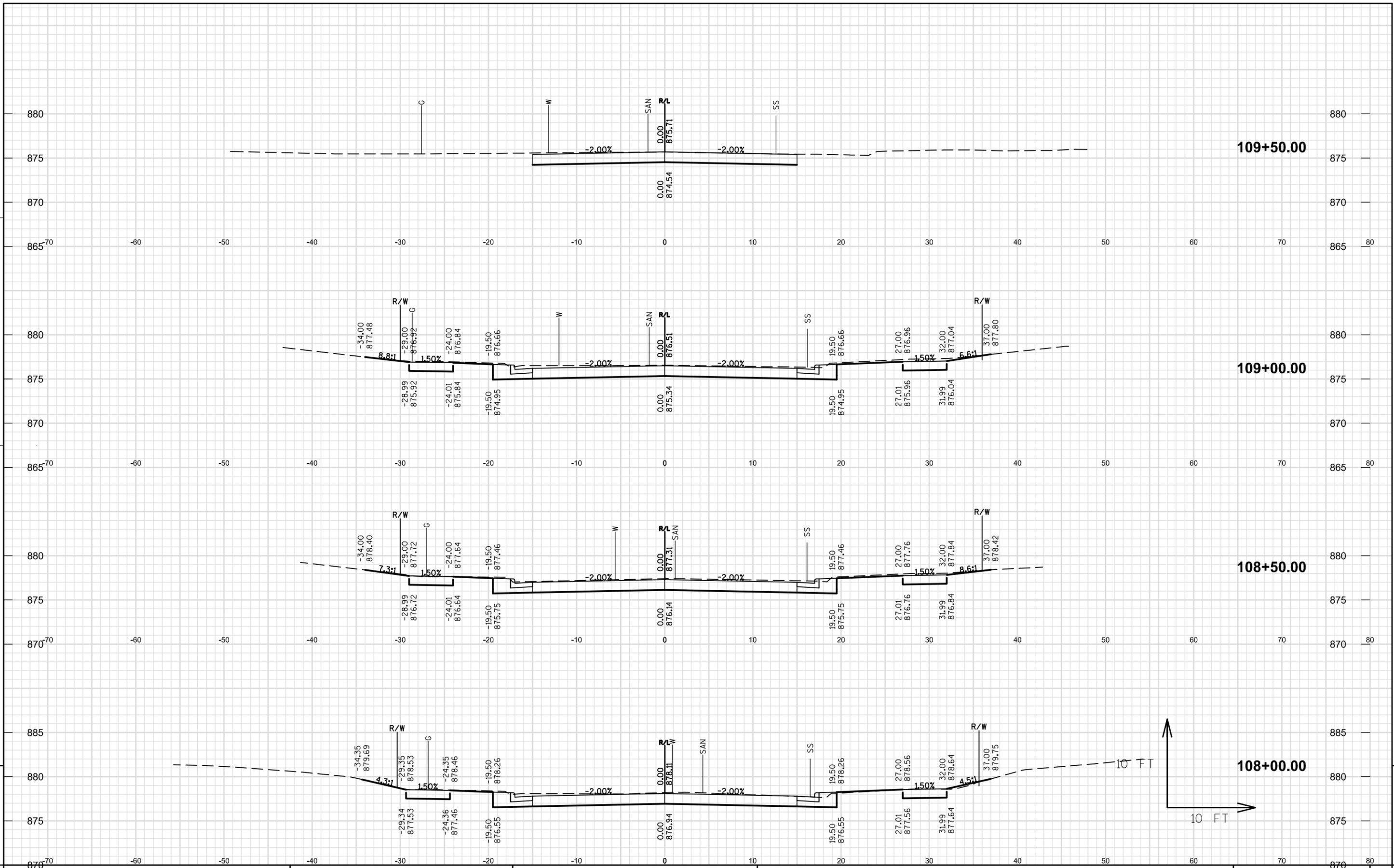
PROJECT NO: XXXX-XX-XX HWY: WILSHIRE DRIVE COUNTY: WASHINGTON CROSS SECTIONS: WILSHIRE DRIVE SHEET: 9



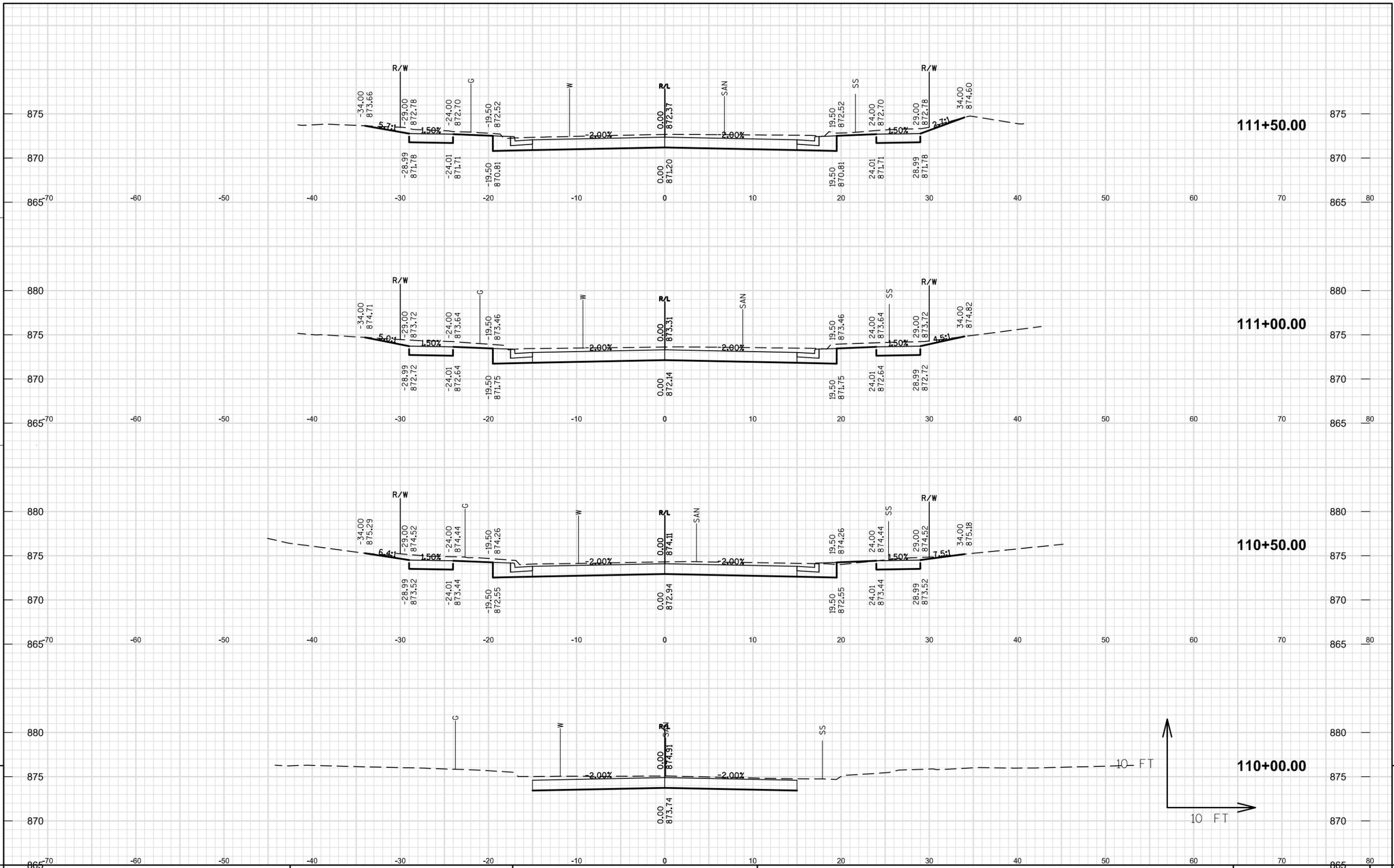
PROJECT NO: XXXX-XX-XX HWY: WILSHIRE DRIVE COUNTY: WASHINGTON CROSS SECTIONS: WILSHIRE DRIVE SHEET: 9



PROJECT NO: XXXX-XX-XX HWY: WILSHIRE DRIVE COUNTY: WASHINGTON CROSS SECTIONS: WILSHIRE DRIVE SHEET: ----- **9**



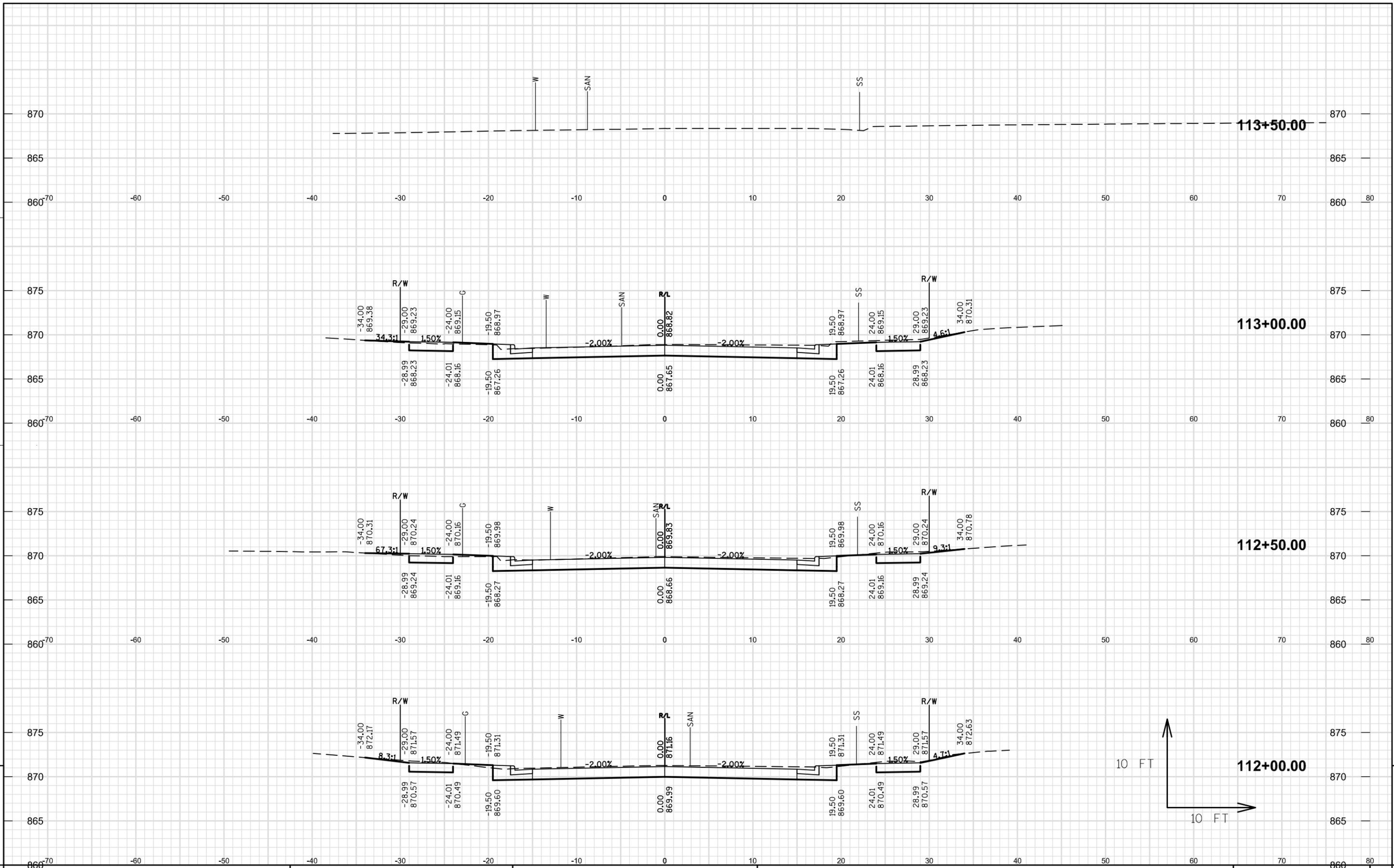
PROJECT NO: XXXX-XX-XX HWY: WILSHIRE DRIVE COUNTY: WASHINGTON CROSS SECTIONS: WILSHIRE DRIVE SHEET: 9



9

9

PROJECT NO: XXXX-XX-XX HWY: WILSHIRE DRIVE COUNTY: WASHINGTON CROSS SECTIONS: WILSHIRE DRIVE SHEET ----- E

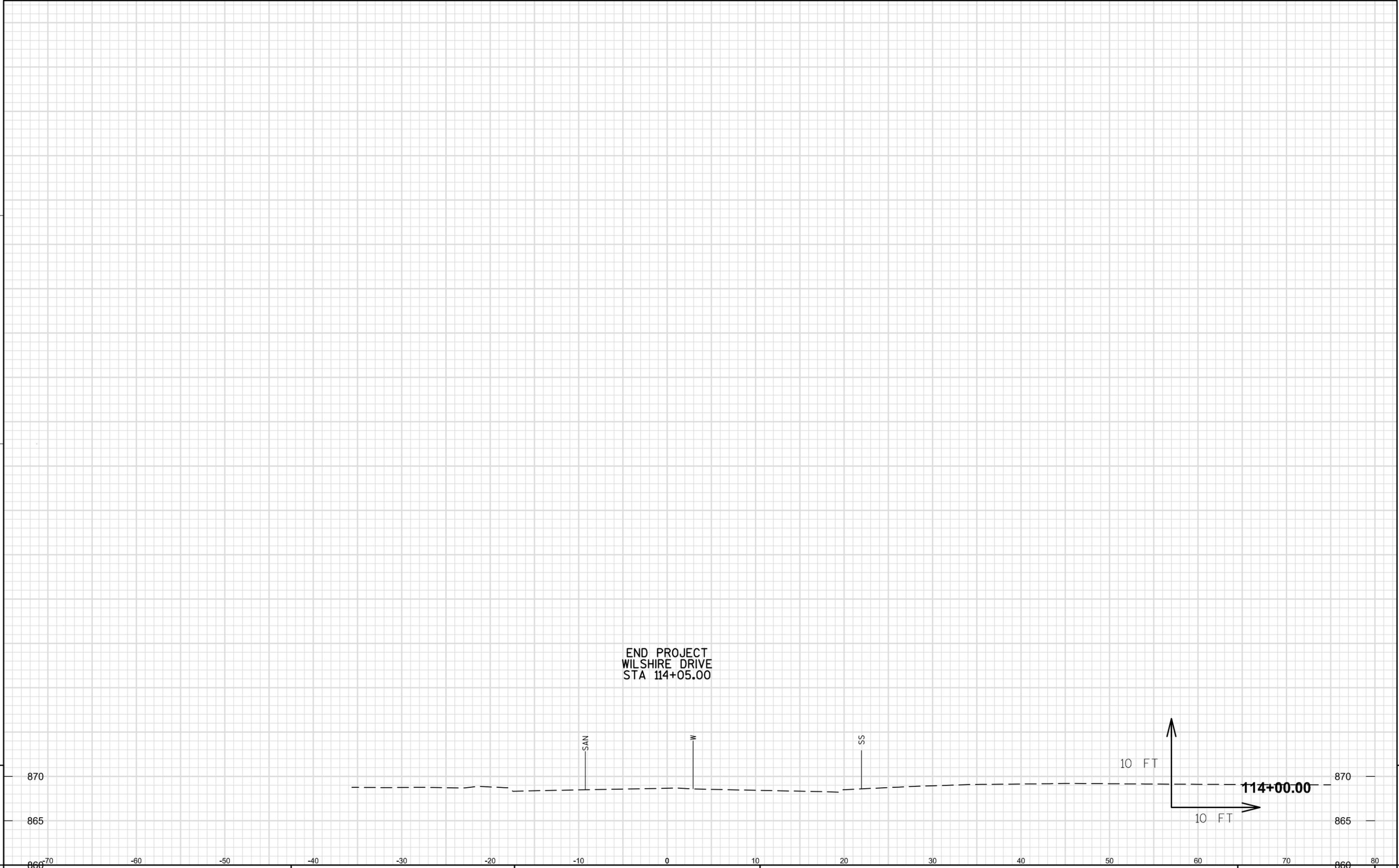


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PROJECT NO: XXXX-XX-XX HWY: WILSHIRE DRIVE COUNTY: WASHINGTON CROSS SECTIONS: WILSHIRE DRIVE SHEET ----- E

FILE NAME : S:\CURRPROJ\WASHINCO\JACKSON\WILSHIRE_DR\CIVIL3D\WILSHIRE\SHEETSPLAN\WILSHIRE-090201-XS.DWG PLOT DATE : 1/5/2016 9:29 AM PLOT BY : JEFF CHVOSTA PLOT NAME : ----- PLOT SCALE : ***** WISDOT/CADD SHEET 49



END PROJECT
 WILSHIRE DRIVE
 STA 114+05.00

SAN

W

SS

10 FT

10 FT

114+00.00

870

870

865

865

860

860

PROJECT NO: XXXX-XX-XX	HWY: WILSHIRE DRIVE	COUNTY: WASHINGTON	CROSS SECTIONS: WILSHIRE DRIVE	SHEET	-----	E
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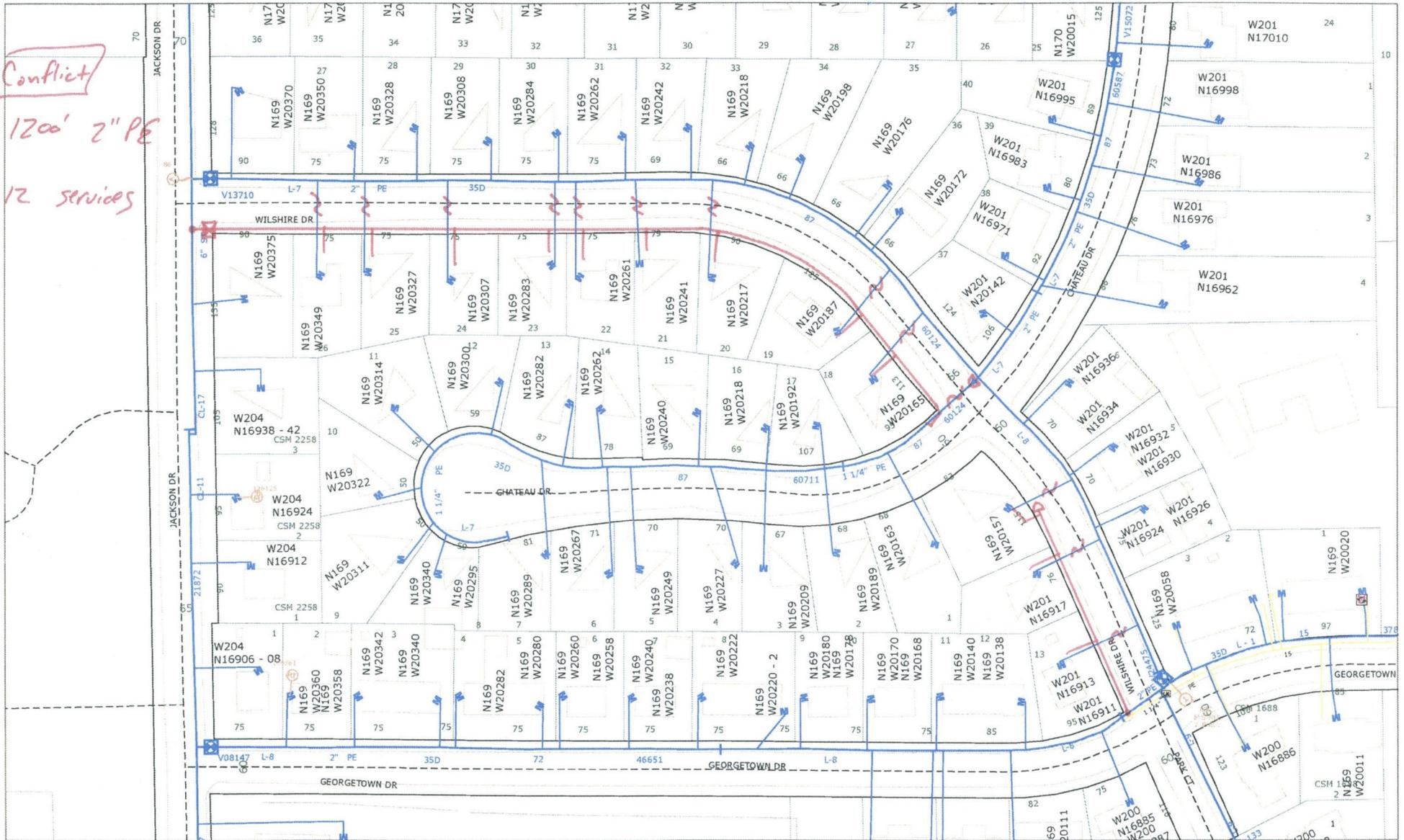
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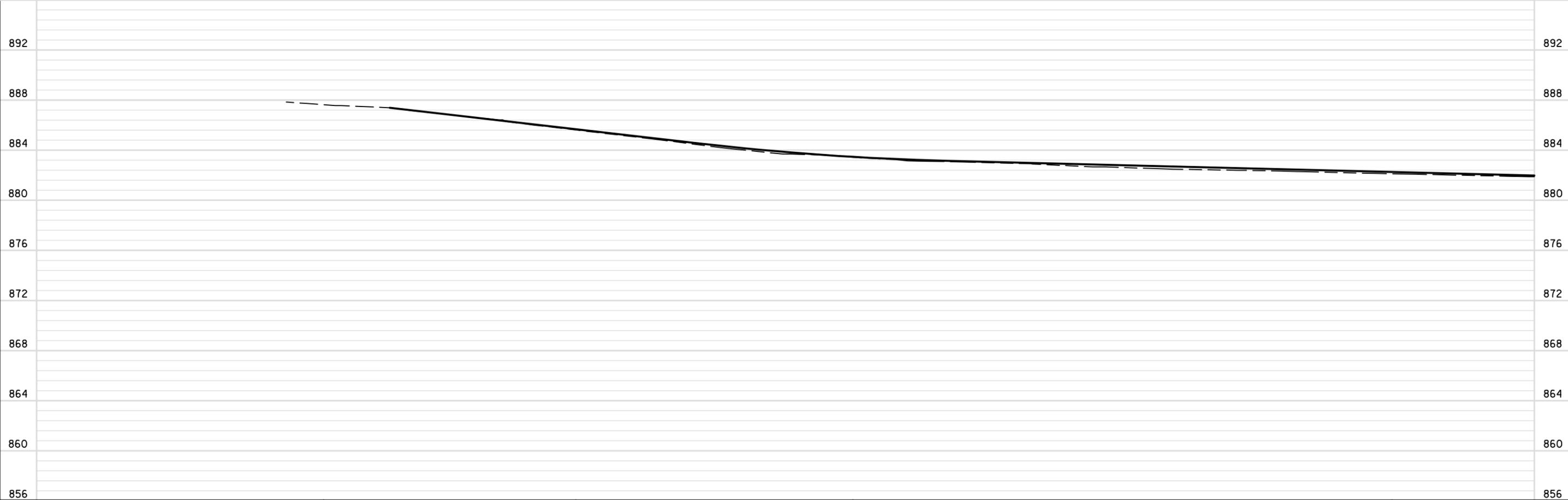
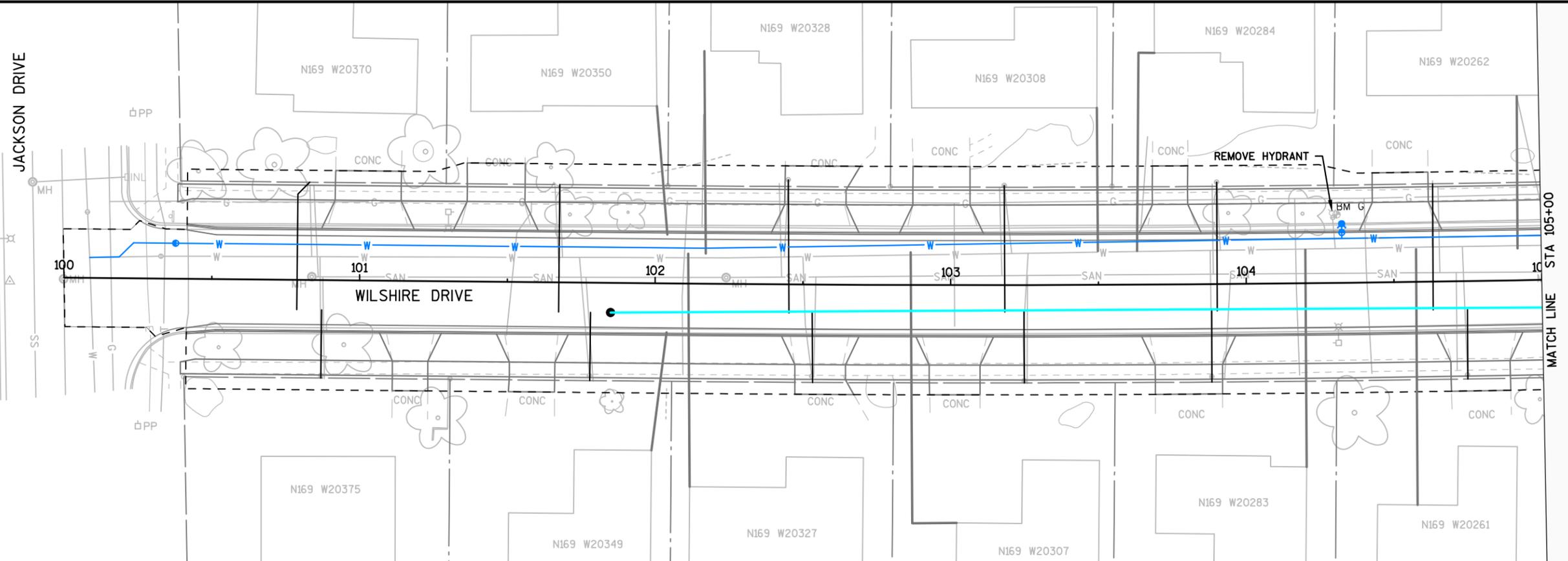
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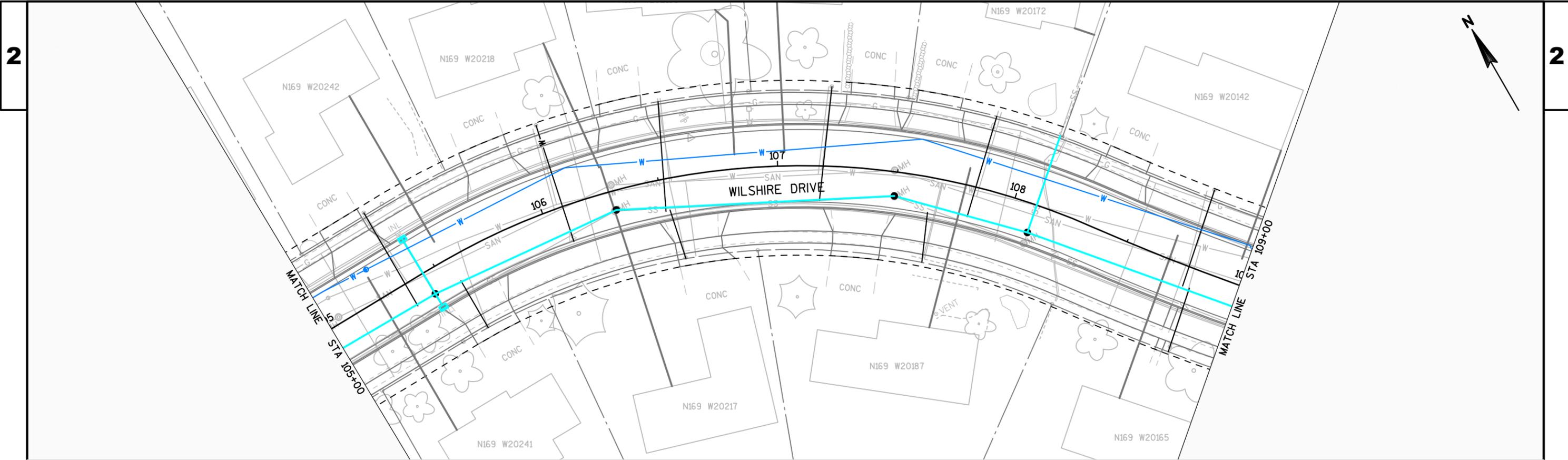
Wa - Energies

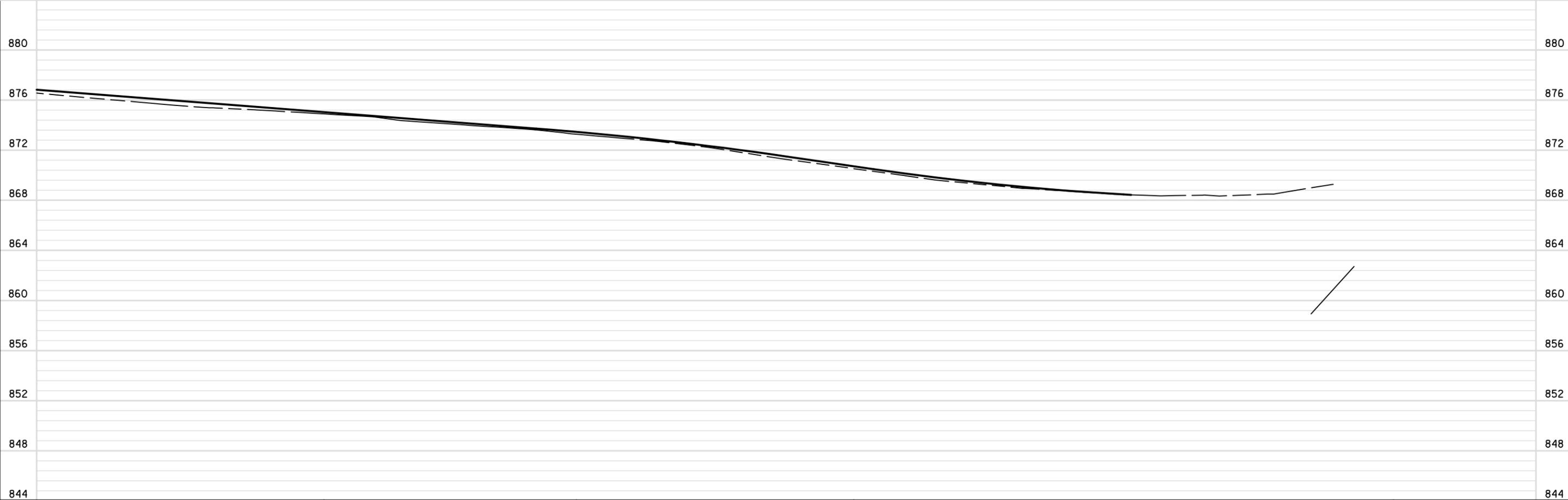
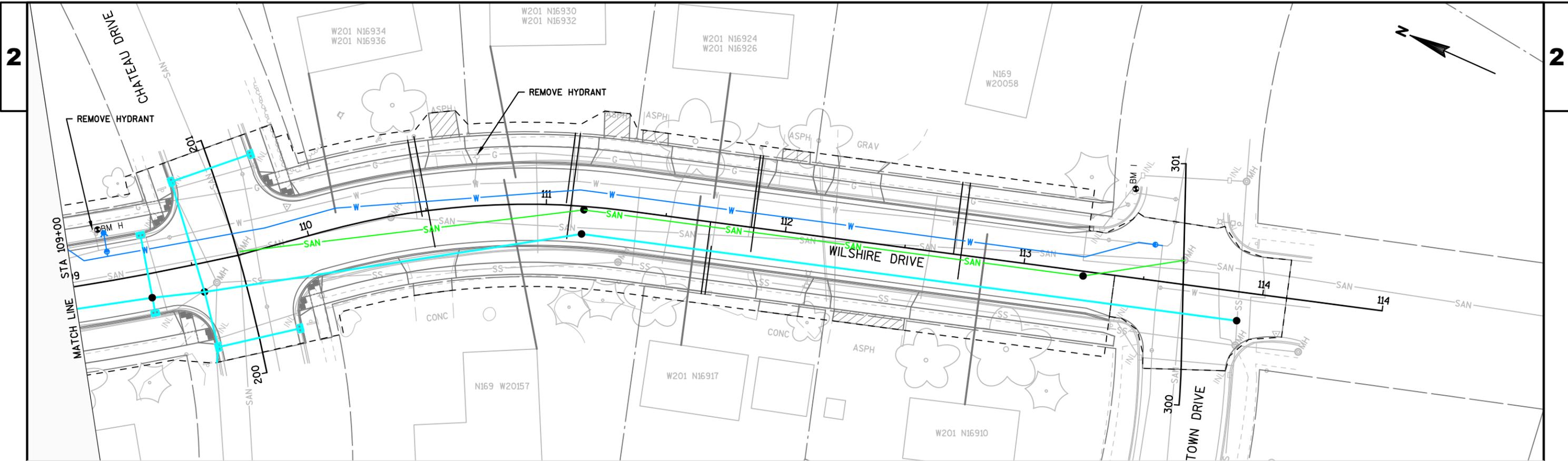
GAS

Conflict
1200' 2" PE
12 services









PROJECT NO: 151021	WILSHIRE DRIVE	VILLAGE OF JACKSON	UTILITY PLAN	SHEET	E
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Public Works Report

February 23, 2016

Treatment Plant - Designed Capacity – 1.67 million gallons per day
 Peak Flow Capacity – 6.0 million gallons per day

Year 2014

January	Avg. Flow 695,355 g.p.d.	Min. Flow 626,000 g.p.d.	Max. 822,000 g.p.d.
February	Avg. Flow 659,286 g.p.d.	Min. Flow 581,000 g.p.d.	Max. 874,000 g.p.d.
March	Avg. Flow 941,613 g.p.d.	Min. Flow 611,000 g.p.d.	Max. 1.285 MGD
April	Avg. Flow 1.172 MGD	Min. Flow 814,000 g.p.d.	Max. 3.188 MGD
May	Avg. Flow 947,322 g.p.d.	Min. Flow 688,000 g.p.d.	Max. 1.474 MGD
June	Avg. Flow 1.199 MGD	Min. Flow 732,000 g.p.d.	Max. 2.223 MGD
July	Avg. Flow 846,226 g.p.d.	Min. Flow 670,000 g.p.d.	Max. 1.646 MGD
August	Avg. Flow 743,322 g.p.d.	Min. Flow 603,000 g.p.d.	Max. 1.039 MGD
September	Avg. Flow 646,567 g.p.d.	Min. Flow 532,000 g.p.d.	Max. 759,000 g.p.d.
October	Avg. Flow 707,484 g.p.d.	Min. Flow 584,000 g.p.d.	Max. 898,000 g.p.d.
November	Avg. Flow 698,267 g.p.d.	Min. Flow 581,000 g.p.d.	Max. 1.086 MGD
December	Avg. Flow 788,065 g.p.d.	Min. Flow 658,000 g.p.d.	Max. 1.228 MGD

Year 2015

January	Avg. Flow 667,774 g.p.d.	Min. Flow 617,000 g.p.d.	Max. 713,000 g.p.d.
February	Avg. Flow 620,893 g.p.d.	Min. Flow 591,000 g.p.d.	Max. 662,000 g.p.d.
March	Avg. Flow 753,484 g.p.d.	Min. Flow 597,000 g.p.d.	Max. 885,000 g.p.d.
April	Avg. Flow 1.203 MGD	Min. Flow 705,000 g.p.d.	Max. 3.759 MGD
May	Avg. Flow 775,323 g.p.d.	Min. Flow 584,000 g.p.d.	Max. 1.317 MGD
June	Avg. Flow 905,633 g.p.d.	Min. Flow 661,000 g.p.d.	Max. 1.409 MGD
July	Avg. Flow 696,290 g.p.d.	Min. Flow 571,000 g.p.d.	Max. 912,000 g.p.d.
August	Avg. Flow 726,935 g.p.d.	Min. Flow 558,000 g.p.d.	Max. 1.254 MGD
September	Avg. Flow 728,240 g.p.d.	Min. Flow 526,000 g.p.d.	Max. 1.364 MGD
October	Avg. Flow 505,516 g.p.d.	Min. Flow 409,000 g.p.d.	Max. 691,000 g.p.d.
November	Avg. Flow 696,800 g.p.d.	Min. Flow 494,000 g.p.d.	Max. 1.583 MGD
December	Avg. Flow 897,258 g.p.d.	Min. Flow 616,000 g.p.d.	Max. 1.799 MGD

Year 2016

January	Avg. Flow 611,323 g.p.d.	Min. Flow 451,000 g.p.d.	Max. 924,000 g.p.d.
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Years Summary of Water Consumption

2004 Total Pumpage 216,055,000 gallons	2005 Total Pumpage 223,215,000 gallons
2006 Total Pumpage 207,719,000 gallons	2007 Total Pumpage 217,224,000 gallons
2008 Total Pumpage 229,613,000 gallons	2009 Total Pumpage 231,160,000 gallons
2010 Total Pumpage 239,326,000 gallons	2011 Total Pumpage 240,268,000 gallons
2012 Total Pumpage 253,492,000 gallons	2013 Total Pumpage 228,371,000 gallons
2014 Total Pumpage 230,973,000 gallons	2015 Total Pumpage 222,621,000 gallons

Year 2014

Jan.	Avg.	620,550 g.p.d.	Highest Day 789,000 gals.	Total	19,237,000 gallons
Feb.	Avg.	612,390 g.p.d.	Highest Day 717,000 gals.	Total	17,147,000 gallons
March	Avg.	603,710 g.p.d.	Highest Day 678,000 gals.	Total	18,715,000 gallons
April	Avg.	602,600 g.p.d.	Highest Day 1.037 MGD	Total	18,078,000 gallons
May	Avg.	599,290 g.p.d.	Highest Day 729,000 gals.	Total	18,578,000 gallons
June	Avg.	658,000 g.p.d.	Highest Day 815,000 gals.	Total	19,740,000 gallons
July	Avg.	684,320 g.p.d.	Highest Day 881,000 gals.	Total	21,214,000 gallons
August	Avg.	703,320 g.p.d.	Highest Day 1.019 MGD	Total	21,803,000 gallons
Sept	Avg.	639,170 g.p.d.	Highest Day 747,000 gals.	Total	19,275,000 gallons
October	Avg.	658,940 g.p.d.	Highest Day 1.042 MGD	Total	20,427,000 gallons
Nov	Avg.	595,800 g.p.d.	Highest Day 733,000 gals.	Total	17,874,000 gallons
Dec	Avg.	610,970 g.p.d.	Highest Day 742,000 gals.	Total	18,940,000 gallons

Year 2015

Jan.	Avg.	599,680 g.p.d.	Highest Day 719,000 gals.	Total	18,590,000 gallons
Feb	Avg.	587,040 g.p.d.	Highest Day 736,000 gals.	Total	16,437,000 gallons
March	Avg.	582,970 g.p.d.	Highest Day 698,000 gals.	Total	18,072,000 gallons
April	Avg.	601,370 g.p.d.	Highest Day 928,000 gals.	Total	18,041,000 gallons
May	Avg.	585,260 g.p.d.	Highest Day 698,000 gals.	Total	18,143,000 gallons
June	Avg.	640,430 g.p.d.	Highest Day 779,000 gals.	Total	19,213,000 gallons
July	Avg.	722,550 g.p.d.	Highest Day 989,000 gals.	Total	22,399,000 gallons
August	Avg.	733,420 g.p.d.	Highest Day 1.197 MGD	Total	22,736,000 gallons
Sept	Avg.	615,700 g.p.d.	Highest Day 753,000 gals.	Total	18,471,000 gallons
Oct	Avg.	594,840 g.p.d.	Highest Day 945,000 gals	Total	18,440,000 gallons
Nov	Avg.	492,630 g.p.d.	Highest Day 599,000 gals	Total	14,779,000 gallons
Dec	Avg.	555,480 g.p.d.	Highest Day 637,000 gals	Total	17,220,000 gallons

Year 2015

Jan.	Avg.	580,680 g.p.d.	Highest Day 734,000 gals.	Total	18,001,000 gallons
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Pump Capacity - Well #1- 400 g.p.m. Well #3 -900 g.p.m. Well #4 - 1200 g.p.m. Well #5 – 1,100 g.p.m. Well #6 – 800 g.p.m.

WWTP – Holding & Septage Receiving

2005	\$ 87,562.01	2006	\$101,115.11	2007	\$152,201.07	2008	\$210,441.47
2009	\$183,815.34	2010	\$197,653.66	2011	\$220,576.28	2012	\$236,224.70
2013	\$235,336.46	2014	\$203,938.32	2015	\$210,644.47		

2013	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
Jan	1,573,249	44,300	8,000	8,050	52,800	\$15,821.33
Feb	1,403,100	47,400		6,450	46,300	\$14,142.85
March	1,518,450	43,800	28,500	7,250	84,100	\$16,957.58
April	1,764,000	68,200	28,500	38,300	294,900	\$26,445.80
May	1,666,950	17,700	9,800	74,900	182,000	\$21,263.19
June	1,432,600	11,400	4,000	85,750	193,200	\$19,694.61
July	1,549,200	19,800		71,300	166,750	\$19,560.46
August	1,483,850	13,900	24,000	64,300	170,100	\$19,559.73
September	1,306,600	33,200	8,000	69,750	208,200	\$19,658.31
October	1,441,750	52,900	17,000	95,550	335,550	\$26,163.73

2014	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
Jan	1,298,100	26,700	8,000	2,000	40,000	\$12,377.30
Feb	1,214,100	42,400	8,000	9,450	16,250	\$12,181.61
March	1,411,000	43,200	5,000	10,300	57,200	\$14,633.31
April	1,634,000	21,800		39,350	191,100	\$19,620.21
May	1,451,750			63,500	199,450	\$18,414.39
June	1,553,200			30,900	253,600	\$19,225.00
July	1,474,650			40,400	205,450	\$17,812.13
August	1,344,650			35,250	187,250	\$16,176.13
September	1,308,700		3,500	54,650	246,050	\$18,292.51
October	1,431,150			89,350	351,950	\$23,106.38
November	1,078,600			66,100	251,214	\$17,013.86
December	1,400,900			12,650	162,910	\$15,085.50

2015	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
Jan	1,326,850			10,250	52,100	\$11,663.89
Feb	1,191,500			2,500	45,400	\$10,171.26
March	1,507,900			16,150	85,900	\$14,102.76
April	1,668,450			35,250	398,200	\$23,878.38
May	1,190,850			31,100	148,600	\$13,890.38
June	1,407,600			37,750	349,100	\$20,794.50
July	1,485,950			33,830	243,660	\$18,589.33
August	1,255,600			28,050	290,860	\$17,810.50
September	1,459,400			15,500	333,350	\$19,899.26
October	1,273,400	7,200		37,150	369,300	\$20,603.82
November	1,336,300			36,200	343,035	\$20,046.14
December	1,610,500			31,200	234,700	\$19,194.26

Cranberry Creek Phase 4

The access road connecting Jackson Drive has the first lift installed, and the sidewalk along Jackson Dr is completed. We are waiting for the spring season to discuss landscaping between the development and the existing single families along Jackson Drive.

Final Lift for Developed Subdivisions

Stonewall Ridge Development phase 2 will not be paved this year along with English Oaks Subdivision. The ownership of the various parcels in both areas need to be worked out before paving is started. Have made contact with English Oaks, and still working on Stonewall.

Rosewood Drive/TIF #4 Expansion Project

The property still has the potential of being Developed. The Village is pursuing taking ownership of the property.

Laurel Springs Subdivision

The Developer (Bielinski Homes) is working on quotes to pave the final lift asphalt this year.

GIS Program

A kickoff meeting was held with Gremmer and Associates and Town and Country Engineering for the GIS system upgrade.

Digester Upgrade project

One item remains is the pressure gauges on the first mixing pump. All others items have been corrected and both tanks are being mixed with the new equipment. Still waiting on the pressure gauges to complete the project.

West Shore Pipeline Break

The necessary paperwork to accept the work for the project has been approved and being signed.

Storm Water Management Plan

Discussion has started on creating an outreach and education program for the plan. The data is being completed for the first review. The current Village ordinance needs to be modified for the Storm Water Management Plan.

Wilshire Drive Project LRIP

The plans and specs are being developed for the project and will be completed by March 8th, the first day of advertising for bidding. The bid opening date is March 22nd. An Informal Informational Meeting is being scheduled for Tuesday, March 29th before the Board of Public Works meeting.

Respectfully submitted, Brian W. Kober, P.E.