

AGENDA

Board of Public Works Meeting

Tuesday, November 29, 2016 – Immediately Following the Budget Hearing,
not prior to 7:10 p.m.

Jackson Village Hall

N168W20733 Main Street

Jackson WI 53037

1. Call to Order and Roll Call.
2. Approval of Minutes for October 25, 2016, meeting.
3. Pay Request #1 – Stonewall Sidewalk Project – Johnson & Sons Paving.
4. Pay Request #1 – Industrial Dr. Sidewalk Project – TP Concrete Inc.
5. Review of Rate Increase for Jackson Sewer and Water Utility.
6. Selling of Village Equipment.
7. Review of Engineering Proposal for CTH P and STH 60 intersection.
8. SCADA System Upgrade Project – Update.
9. Marshland Drive Sidewalk Project – Update.
10. Director of Public Works Report.
11. Citizens/Village Staff to address the Board.
12. 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
Thursday, October 25, 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: Brian Heckendorf, Linda Granec, Tr. Jack Lippold, and Gloria Teifke.
Members excused: Scott Thielmann and Tr. Mike Kufahl
Others Present: Tr. Kurtz,
Staff present: John Walther and Brian Kober

2. Approval of Minutes for September 29, 2016 meeting.

Motion by Brian Heckendorf, second by Tr. Lippold to approve the minutes of the September 29, 2016, Board of Public Works meeting.
Vote: 5 ayes, 0 nays. Motion carried.

3. Review of WPDES Storm Water Compliance Report.

Brian Kober introduced the item. Bridget Henk from Graef presented detail of the WPDES Storm Water Compliance Report. Bridget reviewed the findings of the report. The MS4 permit requires a list of items including: reviewed the current storm water management, established a baseline, and evaluated illicit discharges, large outfalls, ordinance revisions (pending with the recodification), storm water pollution plans, and public education and outreach.

A baseline was established for each of the 47 ponds throughout the Village of Jackson. The Village baseline is at 20.6 which is over 20.

Motion by Tr. Lippold, second by Linda Granec to place on file and Recommend Approval of the WPDES Storm Water Compliance Report.

Vote: 5 ayes, 0 nays. Motion carried.

4. Final Pay Request Georgetown Dr. Reconstruction Project.

The project is completed and this is the final pay request.

Motion by Tr. Olson, second by Brian Heckendorf to recommend approval of the final pay request of 15,628.83.

Vote: 5 ayes, 0 nays. Motion carried.

5. Update on Participating Partner of the Milwaukee River Watershed Conservation.

Brian reported that the Village is a member of the Milwaukee River Watershed Conservation. He commented that the Village Sewer Utility is hosting a meeting tomorrow for a working lunch to discuss the TMDL. The item will come back as a memorandum of understanding.

6. Director of Public Works Report.

There will not be a meeting in December. Brian gave the Director of Public Works Report. Motion by Tr. Olson, second by Linda Granec to place the report on file.

Vote: 5 ayes, 0 nays. Motion carried.

7. Citizens/Village Staff to address the Board.

The light poles on Wilshire will be completed prior to trick or treat. The wire is on the way. Currently, there is one light pole that is lit.

8. Adjourn.

Motion by Linda Granec, second by Brian Heckendorf to adjourn at 7:49 p.m.

Vote: 5 ayes, 0 nays. Motion carried.

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

DRAFT

Memo

To: Board of Public Works
From: Brian W. Kober, P. E., Director of Public Works
Subject: Pay Request #1 Stonewall Sidewalk Project
Date: November 22, 2016
CC:

Please find Pay Request #1 for the Stonewall Sidewalk Project in the Village of Jackson with contractor Johnson and Sons Paving Co. The total amount due to the contractor has been reduced by five percent (5%) for retainage.

Work Completed, Pay Request #1	=	\$133,776.25
Retainage, Estimate #1 (5%)	=	\$6,688.81
Amount due to Contractor, Pay Request #1	=	\$127,087.44

If you have any questions please let me know.

Brian W. Kober, P.E.

Bid Evaluation - Unit Price Contract

Stonewall Connector Trail
 Ridgeway Rd to Eagle Dr
 Village of Jackson, Wisconsin
 Bloom Project No. BM1-3372

Bid Opening: July 21, 2015, 10:00 AM Revised 9/16/2016

				Johnson & Sons, LLC.	
				Bidder No. 3	
Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
	Excavation Common	CY	227	\$ 45.00	\$ 10,215.00
	Base Aggregate Dense 1-1/4 Inch	TON	279	\$ 31.00	\$ 8,649.00
	Tack Coat	GAL	59	\$ 9.00	\$ 531.00
	Asphaltic Surface	TON	138	\$ 200.00	\$ 27,600.00
	Concrete Pavement 6 Inch	SY	7	\$ 85.00	\$ 595.00
	Concrete Sidewalk 5 Inch	SF	524	\$ 10.00	\$ 5,240.00
	Curb Ramp Detectable Warning Field Yellow	SF	40	\$ 65.00	\$ 2,600.00
	Mobilization	EACH	1	\$ 4,576.00	\$ 4,576.00
	Salvaged Topsoil	SY	3,367	\$ 2.35	\$ 7,912.45
	Mulching	SY	3,367	\$ 2.35	\$ 7,912.45
	Silt Fence	LF	2,621	\$ 2.60	\$ 6,814.60
	Silt Fence Maintenance	LF	2,621	\$ 0.52	\$ 1,362.92
	Erosion Mat Class I Type B	SY	579	\$ 6.65	\$ 3,850.35
	Inlet Protection Type C	EACH	2	\$ 132.00	\$ 264.00
	Retaining Wall	SF	480	\$ 78.80	\$ 37,824.00
	Retaining Wall Excavation	CY	256	\$ 19.80	\$ 5,068.80
	Geotextile Fabric Type HR	SY	195	\$ 4.00	\$ 780.00
	Tracking Pads	EACH	3	\$ 2,200.00	\$ 6,600.00
	Seeding Mixture No. 20	LB	61	\$ 10.60	\$ 646.60
	Posts Wood 4x4 Inch x 12 Ft	EACH	2	\$ 197.00	\$ 394.00
	Signs Type II Reflective H	SF	8	\$ 204.00	\$ 1,632.00
	Traffic Control	EACH	1	\$ 5,000.83	\$ 5,000.83
	Traffic Control Drums	DAY	1,368	\$ 0.50	\$ 684.00
	Traffic Control Signs	DAY	228	\$ 0.50	\$ 114.00
				Total No. 3	\$ 146,867.00

			Johnson & Sons, LLC.	
			Bidder No. 3	
Actual Quantity	Unit Price	Total		
227	\$ 45.00	\$ 10,215.00		
476.17	\$ 31.00	\$ 14,761.27		
1	\$ 9.00	\$ 9.00		
127	\$ 200.00	\$ 25,400.00		
101.11	\$ 85.00	\$ 8,594.35		
756.75	\$ 10.00	\$ 7,567.50		
32	\$ 65.00	\$ 2,080.00		
1	\$ 4,576.00	\$ 4,576.00		
0	\$ 2.35	\$ -		
0	\$ 2.35	\$ -		
750	\$ 2.60	\$ 1,950.00		
750	\$ 0.52	\$ 390.00		
0	\$ 6.65	\$ -		
2	\$ 132.00	\$ 264.00		
480	\$ 78.80	\$ 37,824.00		
256	\$ 19.80	\$ 5,068.80		
0	\$ 4.00	\$ -		
0	\$ 2,200.00	\$ -		
0	\$ 10.60	\$ -		
0	\$ 197.00	\$ -		
0	\$ 204.00	\$ -		
1	\$ 5,000.83	\$ 5,000.83		
29	\$ 0.50	\$ 14.50		
29	\$ 0.50	\$ 14.50		
			Total No. 3	\$123,729.75

Added Work	Quantity	Unit Price	Total
Excavation Gas Station	15.5	45.00	\$ 697.50
Stone Gas Station	30	31.00	\$ 930.00
Pave Gas Station	11	200.00	\$ 2,200.00
Curb	94	56.00	\$ 5,264.00
Conc Flume	1	620.00	\$ 620.00
Mill Curb	1	335.00	\$ 335.00

\$ 10,046.50

November 3, 2016

Village of Jackson
N168 W20733 Main Street
Jackson, WI 53037

Attention: Brian Kober, P.E.
Director of Public Works

Subject: Project I.D. 160622
Industrial Drive Sidewalk
STH 60 – Tower Drive
Estimate #1

Dear Mr. Kober:

Enclosed you will find Pay Estimate #1 for the Industrial Drive Sidewalk project in the Village of Jackson. The total amount due to the contractor has been reduced by five percent (5%) for retainage.

Work completed, Estimate #1	= \$45,961.70
Retainage, Estimate #1 (5%)	= \$2,298.09
Amount due to Contractor, Estimate #1	= \$43,663.62

If you have any questions or comments, please contact me at (920) 924-5720.

Sincerely,



Jessica Becker
Gremmer & Associates, Inc.

Village of Jackson - Industrial Drive Sidewalk
T.P. Concrete, Inc. - Prime Contractor

Item No.	Description	Units	TOTAL	Unit Price	Bid Total	Estimate #1		Estimate #2		Estimate #3		Estimate #4		Cumulative Totals	
						Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total
1	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00		\$0.00		\$0.00		\$0.00	1.0	\$5,000.00
2	Removing Concrete	SY	60	\$12.00	\$720.00	58.00	\$696.00		\$0.00		\$0.00		\$0.00	58.0	\$696.00
3	Excavation Common	CY	129	\$42.00	\$5,418.00	129.00	\$5,418.00		\$0.00		\$0.00		\$0.00	129.0	\$5,418.00
4	Base Aggregate Dense 3/4-Inch	TON	210	\$15.00	\$3,150.00	173.30	\$2,599.50		\$0.00		\$0.00		\$0.00	173.3	\$2,599.50
5	Concrete Driveway 6-Inch	SY	90	\$45.00	\$4,050.00	86.00	\$3,870.00		\$0.00		\$0.00		\$0.00	86.0	\$3,870.00
6	Asphaltic Surface Driveways and Field Entrances	TON	4	\$220.00	\$880.00	5.97	\$1,313.40		\$0.00		\$0.00		\$0.00	6.0	\$1,313.40
7	Concrete Sidewalk 4-Inch	SF	4,650	\$3.45	\$16,042.50	4,654.00	\$16,056.30		\$0.00		\$0.00		\$0.00	4,654.0	\$16,056.30
8	Concrete Sidewalk 6-Inch	SF	50	\$5.00	\$250.00	55.00	\$275.00		\$0.00		\$0.00		\$0.00	55.0	\$275.00
9	Lawn Restoration	SY	1,030	\$7.50	\$7,725.00	1,099.00	\$8,242.50		\$0.00		\$0.00		\$0.00	1,099.0	\$8,242.50
10	Inlet Protection Type C	EACH	4	\$85.00	\$340.00	3.00	\$255.00		\$0.00		\$0.00		\$0.00	3.0	\$255.00
11	Traffic Control	LS	1	\$1,600.00	\$1,600.00	1.00	\$1,600.00		\$0.00		\$0.00		\$0.00	1.0	\$1,600.00
12	Sawing Asphalt	LF	65	\$4.00	\$260.00	34.00	\$136.00		\$0.00		\$0.00		\$0.00	34.0	\$136.00
13	Sawing Curb Head	LF	10	\$50.00	\$500.00	10.00	\$500.00		\$0.00		\$0.00		\$0.00	10.0	\$500.00
14	Adjusting Sanitary Sewer Manhole	EACH	1	\$950.00	\$950.00	0.00	\$0.00		\$0.00		\$0.00		\$0.00	0.0	\$0.00
SUBTOTAL					\$46,885.50		\$45,961.70		\$0.00		\$0.00		\$0.00		\$45,961.70



Work completed, previous estimates	\$ -
Work completed, this estimate	\$ 45,961.70
Total work completed	\$ 45,961.70
Retainage, this estimate	\$ 2,298.09
Retainage, total all estimates	\$ 2,298.09
Amount due to contractor, this estimate	\$ 43,663.62

Memo

To: John Walther, Village Administrator
From: Brian W. Kober, P. E., Director of Public Works *BWK*
Subject: Three Percent Rate Increase
Date: November 22, 2016
CC: Village Board; Board of Public Works

As suggested during the 2015 Village Audit Report at the May 2016 Village Board meeting, the Jackson Water and Sewer Utility proceed with a simplified rate case increase. Per the PSC (Public Service Commission) allows a simplified rate increase of three percent. The increase would start after the first quarter billing in 2017.

Using the assumption of a water customer using 12,000 gallons per quarter, the total yearly increase for a 5/8 - inch meter is \$4.68. This includes both sewer and water rate increases.

If you have any questions please let me know.

Brian W. Kober, P.E.

Simplified Rate Case Application - Water Class: C

2720 - Jackson Vill Of Water Utility

Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

(filing this form out is in accordance with Wis.Stat196.193)
3011(11/22/2004)

Preparer Name: **Brian W. Kober**

Preparer Phone Number: **262-677-9001**

Preparer Email Address: **dirpubwks@villageofjackson.com**

Date Application will be filed with the PSC: **1/1/2017**

Notice

Date to be Mailed/Published: **1/15/2017**

Newspaper Name: **West Bend News**

Rate Effective Date: **4/15/2017**

	Annual Report Information	Page	
1	Total sales of water	W-1	\$1,156,351
2	Rate increase factor		3.0%
3	Line 1 times Line 2		\$34,691
4	Net operating income (Oper.Revenues - Oper.Expenses)	W-1	\$38,329
5	Adjusted Total Operating income (Line 3 plus Line 4)		\$73,020
6	Average net rate base Water Utility	F-23	\$5,608,198
7	Line 5 divided by Line 6		1.3%
8	Test 1 - Financial Eligibility Qualifies *		YES
9	Adusted operating income from Line 5	Above	
10	Total Operation & Maintenance (O&M) expense (600 and 900 accounts only)	W-1	
11	Line 9 divided by Line 10		
12	Test 2 - Financial Eligibility Qualifies **		

* Eligible, if line 7 is equal to or less than 5.6%

** Eligible, If line 11 is equal to or less than 6.0%

Historical Check

Effective Date of Last Full Rate Case: **10/6/2010**

Rates from last full rate case in effect for one full calendar year. **TRUE**

If Class AB, not more than 5 year since last full rate case. **NA**

Effective Date of Last SRC: **7/15/2015**

Rate from last SRC in effect for one year (12 months). **TRUE**

Water Meter Rates

5/8" meter rate at last full rate case: **21.00**

Current 5/8" meter rate: **21.63**

If Class C or D, new cummulative rate less that 40% higher than last full rate case. **TRUE**

**Notice of Rate Increase
Water Customer of the Jackson Vill Of Water Utility**

This is to give you notice that the Jackson Vill Of Water Utility will file an application on January 1, 2017, with the Public Service Commission of Wisconsin (PSC), for authority to increase water rates. Rates for general service will increase 3 percent. The increase is necessary to reduce the existing deficiency in present rates. The request is being made under Wis. Stat. 196.193. Rate increases granted under this statute do not require a public hearing. The effect of the increase for some selected customers is shown below. Public Fire Protection and Wholesale rates (if applicable) will also increase 3 percent.

Customer Classification	Meter Size	Gallons	Existing Quarterly Rate	Revised Quarterly Rate
Average Residential	5/8"	12,000	\$51.27	\$52.76
Large Residential	3/4"	18,000	\$66.09	\$68.00
Commercial	1"	150,000	\$345.35	\$355.62
Public Authority	1 1/2"	225,000	\$517.77	\$533.24
Industrial	2"	450,000	\$1021.14	\$1051.78

This rate increase will go into effect on April 15, 2017

If you have any questions about the rate increase request, call the Jackson Water Utility at (262) 677-9001 Ext 14.

Jackson Sewer Utility
Sewer Rates for Waste Water Treatment Plant
Proposed Rate Increase of 3%
November-16

Item	Current Rate	Proposed Rate
Meter Size	(per quarter)	(per quarter)
5/8 and 3/4 inch	\$46.33	\$47.72
1 inch	\$64.14	\$66.06
1 1/4 inch	\$88.94	\$91.61
1 1/2 inch	\$110.49	\$113.80
2 inch	\$142.55	\$146.83
3 inch	\$231.66	\$238.61
4 inch	\$267.30	\$275.32
6 inch	\$388.67	\$400.33
8 inch	\$540.64	\$556.86
10 inch	\$747.70	\$770.13
Volume Charge (per 1,000 gallons)	\$4.89	\$5.04
Unmetered Residential Sanitary Sewer / Debt Service	\$46.33	\$47.72
Unmetered Residential Sanitary Sewer / Volume Charge	\$100.25	\$103.26
Holding Tank (per 1,000 gallons)	\$7.50	\$8.00
Septic System (per 1,000 gallons)	\$40.00	\$42.00
Septic Decant (per 1,000 gallons)	\$25.00	\$25.00
Grease Decant (per 1,000 gallons)	\$40.00	\$42.00
Grease (per 1,000 gallons)	\$46.50	\$48.50

Memo

To: John M. Walther, Village Administrator
From: Brian W. Kober, P. E., Director of Public Works
Subject: Sale of Village Owned Property
Date: November 23, 2016
CC: Village Board; Board of Public Works

Requesting for approval to sell Village owned property on Wisconsin Surplus Online Action. The following items are to be sold:

- 1) 1980 Sludge Truck
- 2) Two – Kennedy Hydrants
- 3) 4 ft x 6 ft Plastic Shed
- 4) Western V-plow

We will try for the best price possible. The equipment being sold is not being used, and has been replaced with newer equipment. The equipment has served its purpose for the Village, and now we have an opportunity to generate revenue for the Village of Jackson.

If you have any questions please let me know.

Brian W. Kober, P.E.

November 23, 2016

Mr. Brian Kober, P.E.
Village of Jackson Public Works
PO Box 637
N168 W20733 Main Street
Jackson, WI 53037

Subject: Proposal for Preliminary Intersection Analysis, Drafting, Plans and Coordination for the CTH P and STH 60 Intersection in the Village of Jackson

Dear Mr. Kober:

K. Singh & Associates, Inc. (KSingh) is pleased to submit this proposal for performing preliminary design and analysis for the STH 60 and CTH P intersection in the Village of Jackson. This proposal is based on a request for a proposal to Jeremy Hinds. A project background, scope of services, fee, and schedule are included in this proposal.

Background

It is our understanding that the subject location is currently a signalized intersection with single lane approaches and ultimately could become a roundabout. The State of Wisconsin Department of Transportation is currently working on a study that has proposed a roundabout for this intersection. The anticipated construction year for the WisDOT Study is in the 2019 to 2021 range. The Village of Jackson would like to expedite the analysis and work with WisDOT on a sale of the SE corner property to the Village for development. KSingh staff has been intimately involved with efforts in and around this intersection dating back to the Hasmer Lake trail in the NE quadrant of the intersection.

Scope of Services

Preliminary engineering will be performed, consistent with the requirements set forth in the WisDOT Facilities Development Manual (FDM). This design could differ some from the corridor team's design. The Preliminary Design Services will include and specifically focus on the following:

- Preliminary Roundabout Design of the CTH P and STH 60 intersection consistent with the FDM and standard industry practice for 30% plans;
- Coordinate with WisDOT Design consultant for the study to verify design is close to the study's design efforts;
- Coordinate with the Village on design and impacts and attend up to one Village Public Works or Board meeting;
- The design shall be for a 20 year design life, per WisDOT guidance;
- The final deliverable will be a 30% plan, technical memo describing key design parameters including parcel impacts or right-of-way needs and a 30% checklist for the roundabout design.

Project Organization

Ajay Singh, M.P.M, P.E. will serve as the Principal for the project. Jeremy Hinds, P.E. will serve as project manager responsible for the day-to-day operations of the project. Mukesh Jain, Ph.D. will assist Jeremy Hinds in completing the Roundabout Analysis. Ajay Singh will perform the process audit to ensure the Quality Control/Quality Assurance processes are followed.

Fee

Our fee for the work as described in the Scope of Services will be \$5,900. The fee does not include any survey or title searches. The client is to provide KSingh with the most current aerial and parcel boundary information that will be used as the basis for the preliminary engineering.

General Conditions

The Scope of Services described herein assumes there will be no problem with access to the property. If conditions different from those described above are encountered, which we feel warrant work beyond the Scope of Services described above, we would propose to perform such work, with your permission, at additional cost.

Performance Schedule

The project will be completed within 75 days of your approval and Notice to Proceed.

Closure

KSingh appreciates this opportunity to provide the requested Preliminary Design Services and Coordination. Please send your authorization by endorsing this proposal to proceed. Should you have any questions in regards to this proposal, please contact us at (262) 821-1171.

Sincerely,

K. SINGH & ASSOCIATES, INC.



Angy K. Singh, MA
Marketing Coordinator



Jeremy L. Hinds, P.E.
Transportation Group Leader

Authorized By _____

Print Name _____

Date _____



0 125 250
Scale in feet

PROPOSED PARK-N-RIDE
168 STALL LOT WITH
PROVIDED BUS ACCESS,
WAITING SHELTER AND
CONCRETE BUS-WAY
(INCLUDES WATER QUALITY
POND)

WDNR PARK
AND PIER

PROPOSED 10' SHARED
USE PATH TO BE
CONSTRUCTED IN SUMMER
2007

HASMER LAKE

CONCRETE BUS-WAY

APPLE LANE

CTH P

45

PROPOSED 10' SHARED
USE PATH - CONNECT TO
EXISTING 10' SHARED
USE PATH

UNOFFICIAL WETLAND
BOUNDARY

PROPOSED WATER
QUALITY POND

CTH P AND STH 60
PEDESTRIAN
CROSSING
IMPROVEMENTS AT
INTERSECTION

CONNECTION TO 2007
PATH CONSTRUCTION

TILLIE
LAKE
INDUSTRIAL
PARK

SHARED USE PATH
CONNECTION TO HWY
45 ROUNDABOUT
PROJECT WHOSE TRAIL
ENDS AT McDONALDS
MEDIAN OPENING
TO BE CONSTRUCTED
2011

BP GAS
STATION

T10N

60' MAIN ST

STH 60

DAIRY
QUEEN

CEDAR
PARKWAY

INDUSTRIAL
PARK

McDONALDS

PEDESTRIAN NODE
WITH BENCHES AND
TRASH RECEPTACLES
(TYPICAL - ALL 4
QUADRANTS)

OLD PARK-N-RIDE
(ABANDON / REMOVE
UPON COMPLETION OF
NEW LOT)

45

CTH P

R19E
R20E

2007 CMAQ APPLICATION - APPLE LANE PARK-N-RIDE AND SHARED USE PATHS
RELOCATE AND IMPROVE EXISTING PARK-N-RIDE AND PROVIDE PATH CONNECTIONS

VILLAGE OF JACKSON
WASHINGTON COUNTY, WISCONSIN

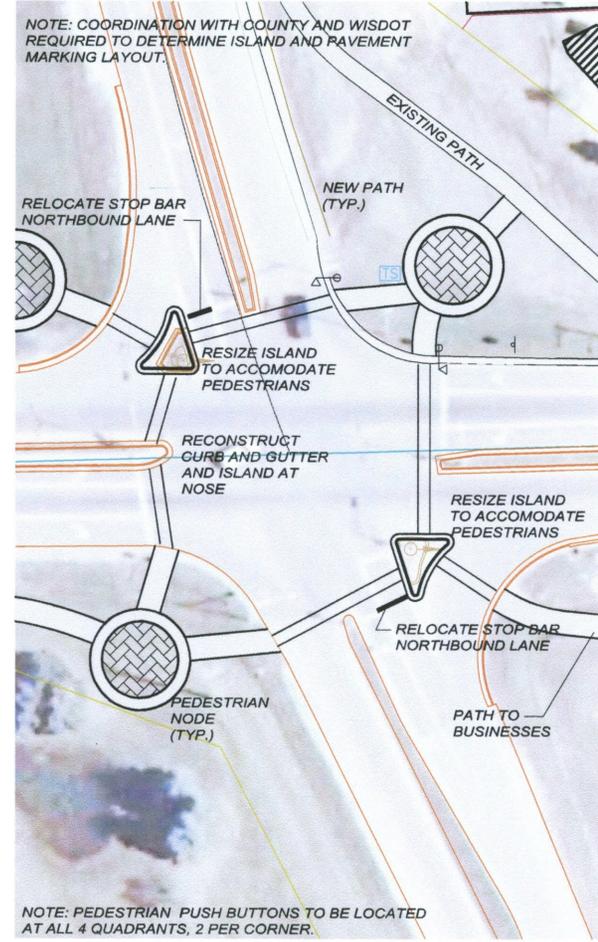
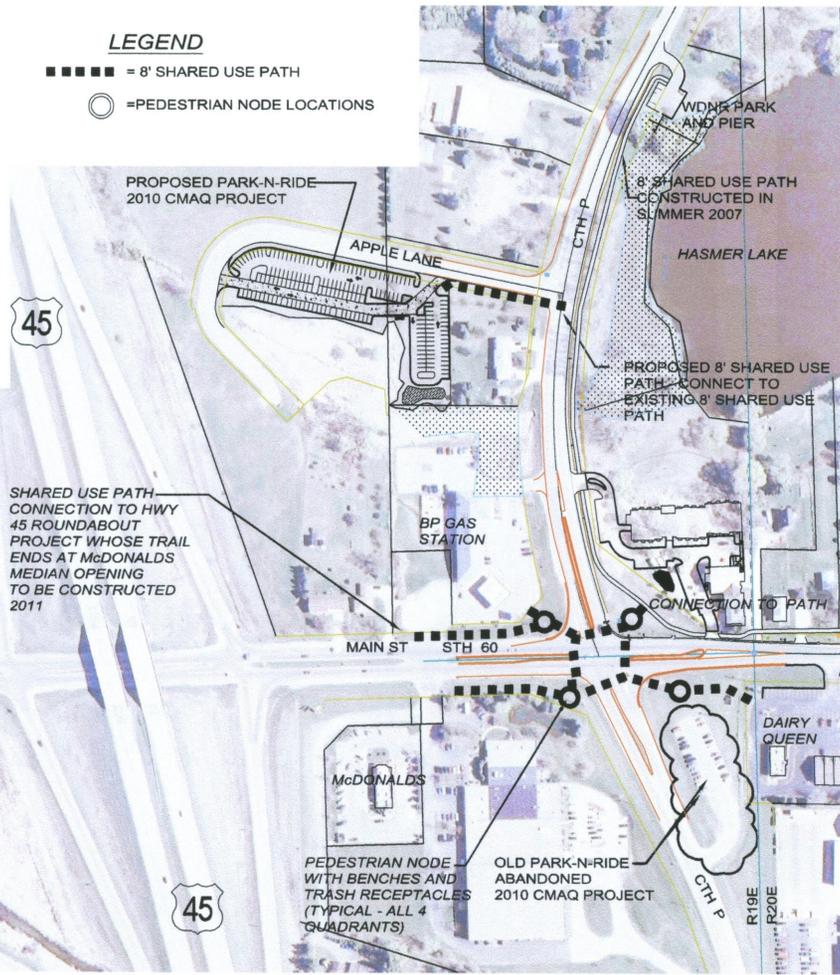
2008 SMIP APPLICATION MAP - CTH P & STH 60 INTERSECTION IMPROVEMENTS AND SHARED USE PATH

VILLAGE OF JACKSON



LEGEND

- ■ ■ ■ ■ = 8' SHARED USE PATH
- = PEDESTRIAN NODE LOCATIONS



PROPOSAL FORM

2016 WASTEWATER TREATMENT FACILITY SCADA UPGRADE

Village of Jackson, Wisconsin

ARTICLE 1 - BID RECIPIENT

- 1.01 This proposal is submitted to: Town & Country Engineering, Inc., 2912 Marketplace Drive, Suite 103, Madison, WI 53719 by 2:00 p.m. local time, December 15, 2016. Three printed copies of the Bidder's Technical Qualifications submittal are to be delivered to the Town & Country Engineering office by the same deadline, or alternatively an electronic copy may be send also. Electronic transmissions should be sent to gdroessler@tcengineers.net. Failure to meet these deadlines may be cause for rejection of the Bid.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services 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.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This 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 Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and

November 2, 2016

EJCDC P-400, Suggested Bid Form for Procurement Contracts.

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Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. 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 collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

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2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

4.02 Affirmative Action

- A. The Contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, and developmental disability as defined by Wisconsin State Statutes. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

ARTICLE 5 - BASIS OF BID

5.01 General

- A. The bidder shall specify a lump sum Base Bid Price for the work as outlined in the specifications and on the plan sheets. Base Bid Price shall include furnishing all of the equipment, installation services, startup services and necessary work to complete the project as depicted in this document, and described in the specifications.
- B. The Engineer designated options that shall be filled in with costs but are not included in the lump sum Base Bid Prices.
- C. The Owner reserves the right to use or eliminate any, or all of the Engineer Designated options in determining the low bidder. Bidders may provide alternate bids in the space provided for the Owner/Engineer to evaluate. In no event will the Final Bid Cost be adjusted if equipment is rejected after the Information Package review, during shop drawing review, or during performance testing.
- D. The Bidder agrees to the following by submitting a Bid Proposal:
 1. The Engineer shall be the sole authority for determining conformance of substitute bid items with the Contract Documents.

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2. The Engineer shall not be required to justify decisions made on substitute bid items.
3. Substitutions or modifications for material, equipment, Manufacturers, Suppliers and Subcontractors will not be considered after receipt of Bids unless approved in writing by the Owner.

5.02 Award of Contract

- A. The successful firm will be required to enter into a contract with the Village of Jackson.
- B. Qualifications, cost, capabilities of providing long-term service and anticipated maintenance and service costs will all be criteria used to select the successful proposal. The successful bidder may not be the lowest price provider.

BASE BID

The Base Bid shall include all electrical equipment MCCs, VFDs, PLC, and SCADA modifications and services as presented in the specifications and plans.

	<u>Lump Sum</u>
Base Bid Price	\$ _____
Allowance Item A	\$ <u>25,000</u>
Allowance Item B	\$ <u>25,000</u>
 Total Base Bid and Allowance	 \$ _____

ALTERNATE BID ITEMS

Alternate A-01	Replace all plug-in relays in LCP-A with new relays	\$
Alternate A-02	Replace existing hard-wired alarm dialer at panel LCP-A with a new 4-channel unit to be used as backup alarm dialer	\$
Alternate A-03	Replace 3 existing 40 HP Raw Sewage Pump VFDs and backup contactors in MCC-RS with new Ethernet connected VFDs	\$
Alternate B-01	Remove existing HMI display and replace existing Micro PLCs with new MicroLogix 1400 PLCs	\$
Alternate C-01	Replace all plug-in relays in LCP-C with new relays	\$
Alternate D-01	Replace all plug-in relays in LCP-D with new relays	\$
Alternate D-02	Replace existing MCC-D with new construction. Provide buck wiring functionally per Sequence of Operations	\$
Alternate D-03	Replace existing cover height monitoring switches with ultrasonic level sensors	\$
Alternate E-01	Replace all plug-in relays in LCP-E with new relays	\$
Alternate G-01	Replace all plug-in relays in LCP-G with new relays	\$
Alternate H-01	Replace all plug-in relays in LCP-H with new relays	\$
Alternate S-01	Wonderware InTouch Machine Edition (ME) in lieu of Wonderware InTouch w/ Remote Desktop Services (RDS)	\$

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the requirements set forth in Article 5 of the Agreement.

- A. The System Integrator shall meet the following time of completion
 - 1. Complete submittal of shop drawings six weeks after the Notice of Award is sent to the System Integrator.
 - 2. System Integrator shall allow two weeks for shop drawing review and approval. The equipment shall be delivered to the site within 18 weeks from the Notice of Award. If shop drawings are incomplete and require resubmittal, it is still part of the 18 weeks. If the Owner/Engineer shop drawing review is longer than two weeks, the time will be extended accordingly.
 - 3. System Integrator shall install equipment within four weeks of equipment delivered to site.
 - 4. System Integrator shall finish punchlist within six weeks of equipment startup.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

- A. If the System Integrator misses equipment startup of the total of a 28-week deadline, liquidated damages shall be \$500 a day and \$250 a day if final closeout is not completed within 26 weeks of the Notice of Award.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a bid bond or certified check;
- B. Technical/Qualification Submittal as described in the Summary of Work (submit as separate document).

ARTICLE 8 - WARRANTIES AND BONDS

8.01 The bidder shall meet the following conditions:

- A. All warranties for the equipment will have effective time periods starting at the time the equipment is put into services per its' intended use, and extending for the specified warranty period. Unless specifically stated otherwise in the specifications section, this warranty period will be for Twelve (12) months. Unless indicated otherwise, all equipment furnished under these specifications shall be provided with a minimum of one (1) year warranty on all parts and labor with the exception of normal maintenance. Warranty dates will be extended if the equipment is not operating properly. There may addition warranty requirements as presented in the specifications.
- B. The System Integrator shall provide a Payment and Performance Bond or in Lieu of Bonds provide an extended 12 month warranty, for a total of 24 months.

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ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____
(SEAL)

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

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, other): _____

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

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Joint Venture

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture: _____

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

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NOTICE OF AWARD

Date of Issuance:

Owner: Village of Jackson

Owner Address: N168 W20733 Main Street
Jackson, WI 53037

Engineer: Town & Country Engineering, Inc. Engineer's Project No.:

Project: 2016 Wastewater Treatment Facility - Contract Name: JK 03
SCADA Upgrade

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for

The Contract Price of the awarded Contract is \$

Three (3) unexecuted counterparts of the Agreement and the Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreements the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
Authorized Signature

By: _____

Title: _____

cc: Town & Country Engineering, Inc. (2912 Marketplace Drive, Suite 103, Madison, WI 53719)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACTS

Prepared by



and

Issued and Published Jointly by



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AMERICAN SOCIETY OF CIVIL ENGINEERS

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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AGREEMENT

THIS AGREEMENT is by and between the _____ (“Buyer”) and _____ (“Seller”).

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows: _____

ARTICLE 3 – ENGINEER

- 3.01 The Contract Documents for the Goods and Special Services have been prepared by Town & Country Engineering, Inc. ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

- 4.01 The Point of Destination is designated as: _____

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

- A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

5.02 *Milestones*

- A. Days for Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval within six (6) weeks after the date when the Contract Times commence to run as provided in the bid proposal. It is the intent of the parties that (1) Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within two (2) weeks of Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

- B. *Days to Achieve Delivery of Goods:* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery eighteen (18) weeks after the date when the Contract Times commence to run as provided in the bid proposal.
- C. *Days for Furnishing Special Services:* The furnishing of Special Services to Buyer will commence within zero (0) days after Buyer's acknowledgement of receipt of delivery of the Goods, and shall be completed within ninety (90) days thereafter.

5.03 *Buyer's Final Inspection*

- A. Date for Final Inspection: Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions on or before the final completion of Contract B. This date shall be adjusted equitably if Seller fails to deliver the Goods or furnish Special Services in compliance with the Milestones established in Paragraphs 5.02.B and 5.02.C of this Agreement.

5.04 *Liquidated Damages*

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$_____ for each day that expires after the time specified in Paragraph 5.02.B for delivery of acceptable Goods.

ARTICLE 6 – CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:
 - A. A Lump Sum of _____.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Progress Payments; Retainage*

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:

1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 1.8 in the Summary of Work, an amount equal to 80 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.
2. Upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 1.8 in the Summary of Work, an amount sufficient to increase total payments to Seller to 95 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
 - A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
 - B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents

regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.

- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to ____, inclusive);
 - 2. Performance Bond (pages 1 to 3, inclusive);
 - 3. Payment Bond (pages 1 to 3, inclusive);
 - 4. General Conditions (pages cover to 34, inclusive);
 - 5. Specifications as listed in table of contents of the Project Manual;
 - 6. Addenda (_____);
 - 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (included with this document);
 - b. Change Order(s);
 - c. Work Change Directive(s).
- B. The documents listed in Paragraph 10.01.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 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

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

11.02 *Assignment of Contract*

- A. Buyer has the right to assign this Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient ability to satisfy all of Buyer's obligations under this Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
1. The Contract will be executed in the name of Buyer initially, and will be assigned to a construction contractor designated by Buyer. Such construction contractor's responsibilities will include the installation of the Goods. The assignment will occur on the effective date of the agreement between Buyer and the construction contractor, which is expected to occur on or about _____. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated construction contractor.
 2. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under this Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the assignee.
 3. After assignment:
 - a. All performance warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee. However, if assignor and assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim.
 - b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.
 - 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness clarifications or interpretations of the Contract Documents pursuant to the terms of Paragraph 9.02.A of the General Conditions.

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

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *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 Buyer and Seller. 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.

11.05 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 *Limitations*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.
- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

11.07 *Other Provisions*

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____, 2017 (which is the Effective Date of the Agreement).

Seller:

By: _____
[Corporate Seal]

Attest: _____

Address for giving notice:

Agent for service of process:

Buyer: Village of Jackson

By: _____

Title: _____

Date: _____

Address for giving notices:

NOTICE TO PROCEED

Owner: Village of Jackson

Contractor:

Engineer: Town & Country Engineering, Inc. Engineer's Project No.: JK 03

Project: 2016 Wastewater Treatment Facility - Effective Date of Contract:
SCADA Upgrade

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

Owner: _____ Date: _____
Authorized Signature

By: _____

Title: _____

cc: Town & Country Engineering, Inc. (2912 Marketplace Drive, Suite 103, Madison, WI 53719)

PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ (seal)

Contractor's Name and Corporate Seal

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

SURETY

_____ (seal)

Surety's Name and Corporate Seal

By: _____
Signature (attach power of attorney)

Print Name

Title

Attest: _____
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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 the Owner or its heirs, executors, administrators, successors, and assigns.

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

11. 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*

Contractor's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

SURETY

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature *(attach power of attorney)*

Print Name

Title

Attest: _____

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the 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.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

CERTIFICATE OF INSURANCE

This certifies to the Addresses shown below that the following described policies, subject to their terms, conditions and exclusions, have been issued to:

NAME AND ADDRESS OF INSURED: _____

DATE: _____

COVERING (Show Project Name and/or Number and Location) _____

Addresses:
 (Owner) _____

Date: _____

KIND OF INSURANCE	POLICY NO.	ACTIVE DATES	LIMITS OR LIABILITY
1. (a) Worker's Compensation	_____	_____	\$ _____ Statutory Worker's Compensation
(b) Employer's Liability	_____	_____	\$ _____ One Accident and Aggregate Disease
2. Comprehensive General Liability	_____	_____	\$ _____ Each Occur.-Premises & Operations
(a) Bodily Injury	_____	_____	\$ _____ Each Occur.-Independent Contractors
	_____	_____	\$ _____ Each Occur.-Completed Oper. & Prod
	_____	_____	\$ _____ Each Occurrence-Contractual
	_____	_____	\$ _____ Aggregate-Completed Oper. & Prod.
(b) Personal Injury	_____	_____	\$ _____ Each Person Aggregate
	_____	_____	\$ _____ General Aggregate
(c) Property Damage	_____	_____	\$ _____ Each Occur.- Premises & Operations
	_____	_____	\$ _____ Each Occur.-Independent Contractors
	_____	_____	\$ _____ Each Occur.-Completed Oper. & Prod
	_____	_____	\$ _____ Each Occurrence-Contractual
	_____	_____	\$ _____ Aggregate-
	_____	_____	\$ _____ Aggregate-Operations, Independent Contractors, Prod. & Contractual
3. Comprehensive Automobile Liability	_____	_____	\$ _____ Each Person
	_____	_____	\$ _____ Each Occurrence
	_____	_____	\$ _____ Each Occurrence
4. Umbrella	_____	_____	\$ _____

UNDER GENERAL LIABILITY POLICY OR POLICIES

	<u>YES</u>	<u>NO</u>
1. Does Property Damage Liability Insurance shown include coverage for XC and U hazards?	_____	_____
2. Is Occurrence Basis Coverage provided under Property Damage Liability?	_____	_____
3. Is Board Form Property Damage Coverage provided for this Project?	_____	_____
4. Does Personal Injury Liability Insurance include coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Insured?	_____	_____
5. Is coverage provided for Contractual Liability (including indemnification provision) assumed by Insured?	_____	_____

UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES

1. Does coverage above apply to non-owned and hired automobiles?	_____	_____
2. Is Occurrence Basis Coverage provided under Property Damage Liability?	_____	_____

(NAME OF INSURANCE COMPANY)

(ADDRESS)

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

CANCELLATION OR NON-RENEWAL

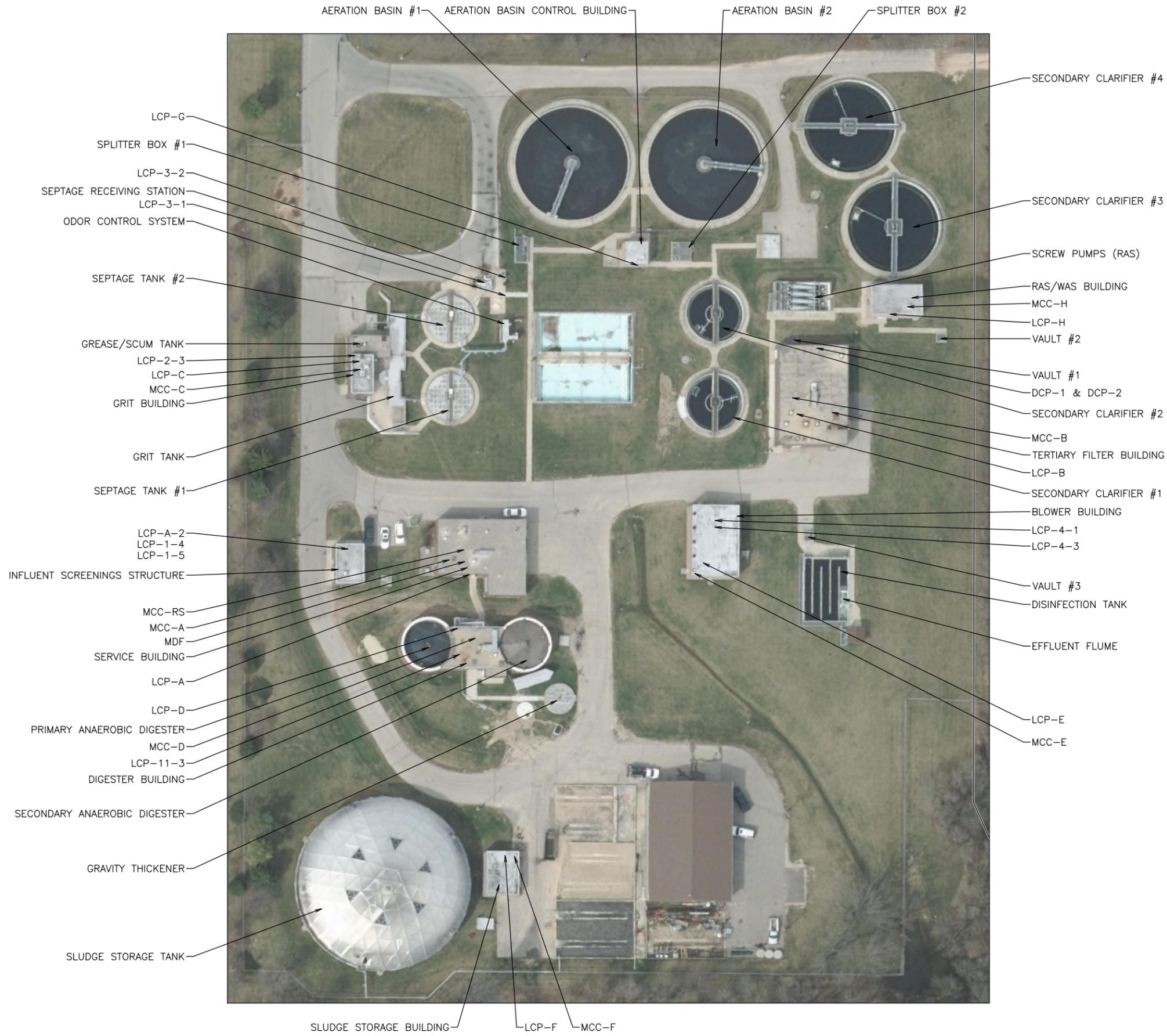
In the event of cancellation or non-renewal of any of the foregoing, fifteen (15) days written notice shall be given to the party to whom this certificate is addressed.

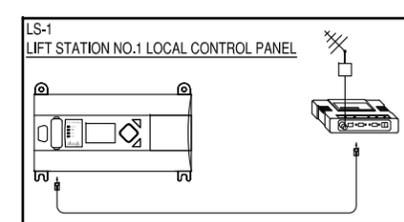
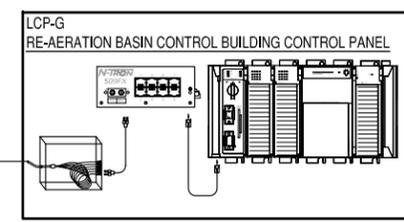
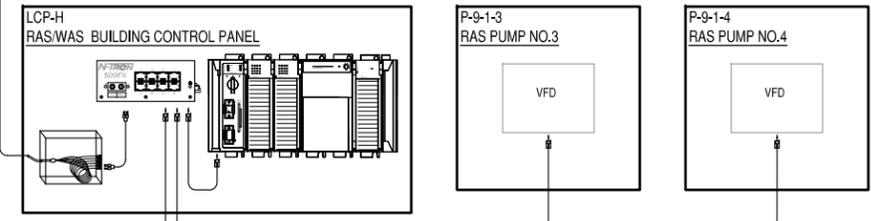
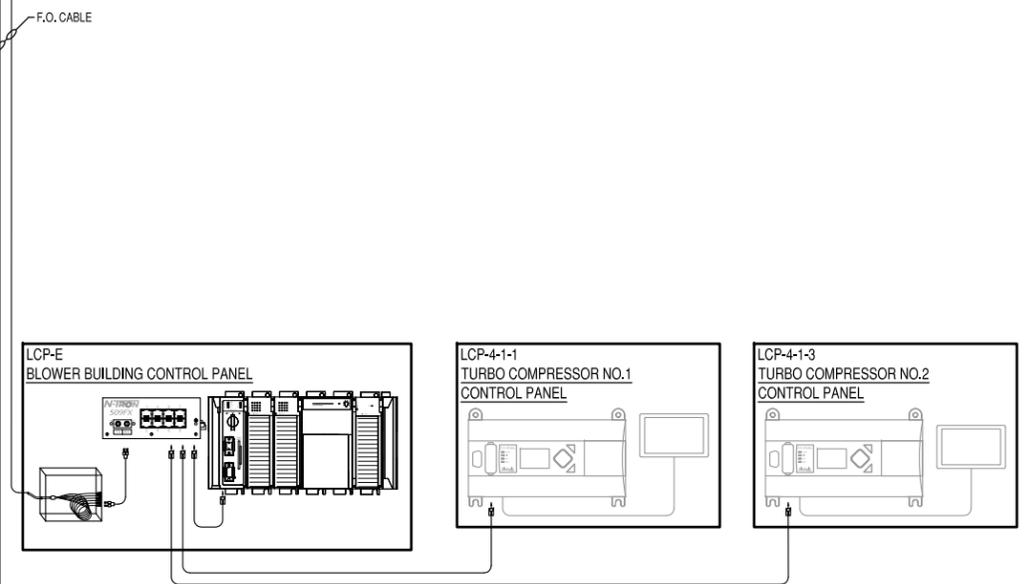
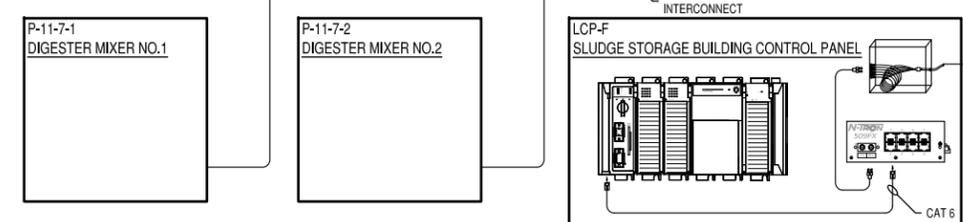
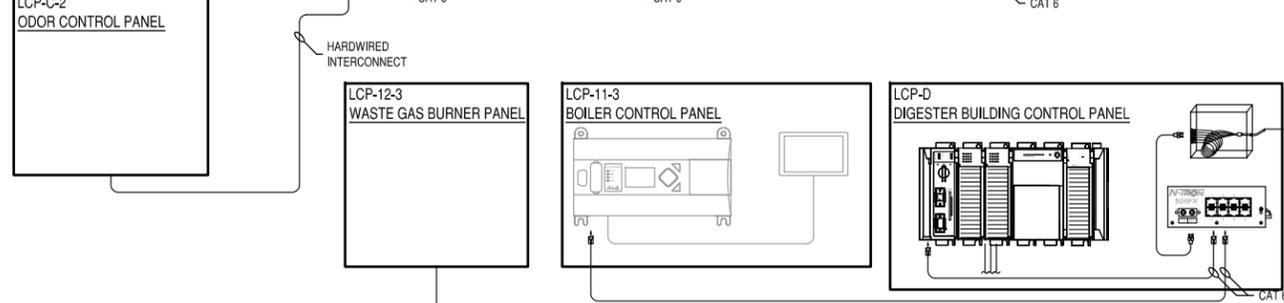
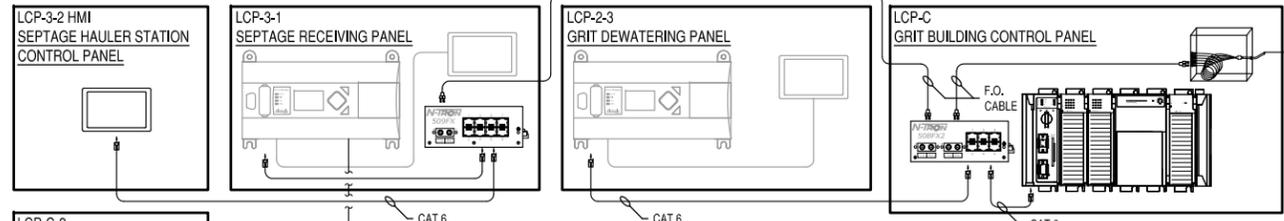
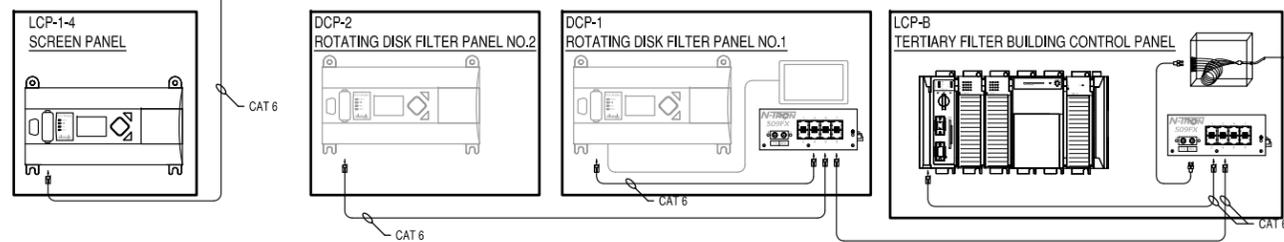
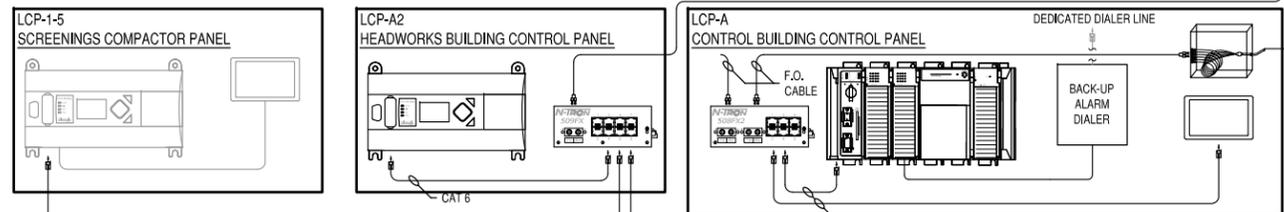
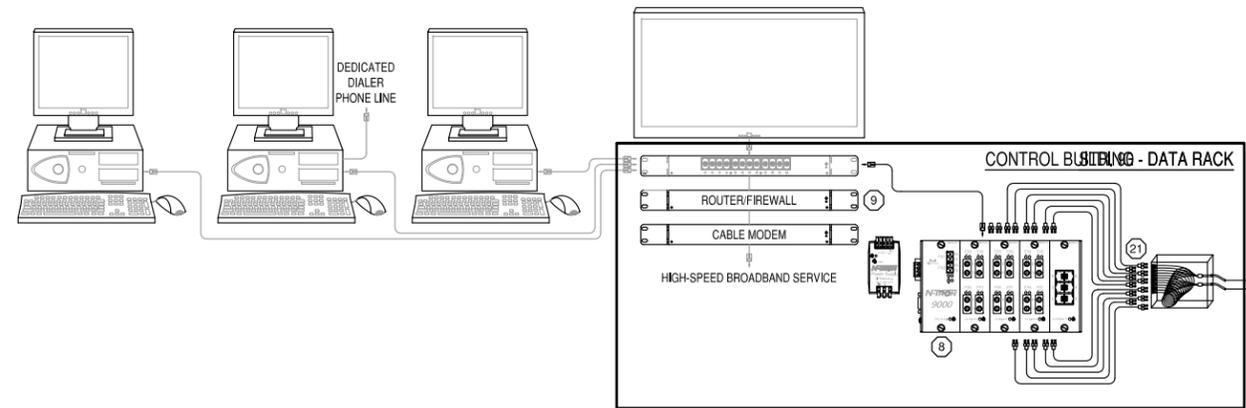
EXTENT OF CERTIFICATION

This certificate is issued for information purposes, only, and confers no rights upon the holder. By its issuance the company does not alter, change, modify or extend any of the provisions of the above policies.

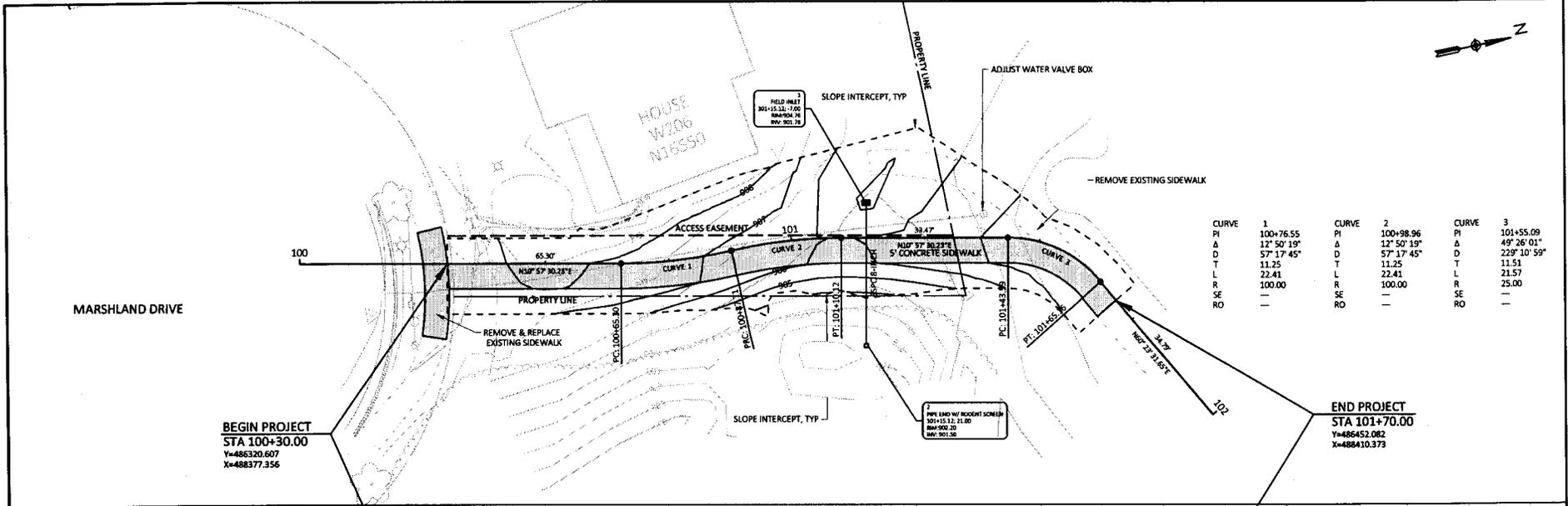
ADDITIONAL PARTIES LISTED AS INSURED UNDER CONTRACTOR'S GENERAL LIABILITY POLICY:

		<u>YES</u>	<u>NO</u>
Engineer:	Town & Country Engineering, Inc.	_____	_____
Owner:	Village of Jackson	_____	_____

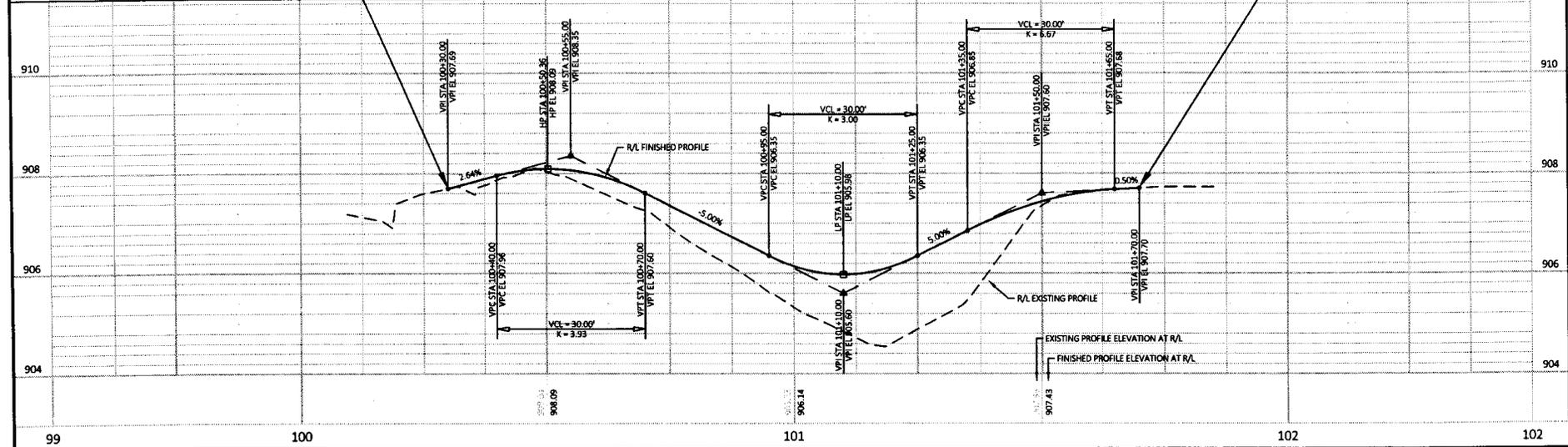




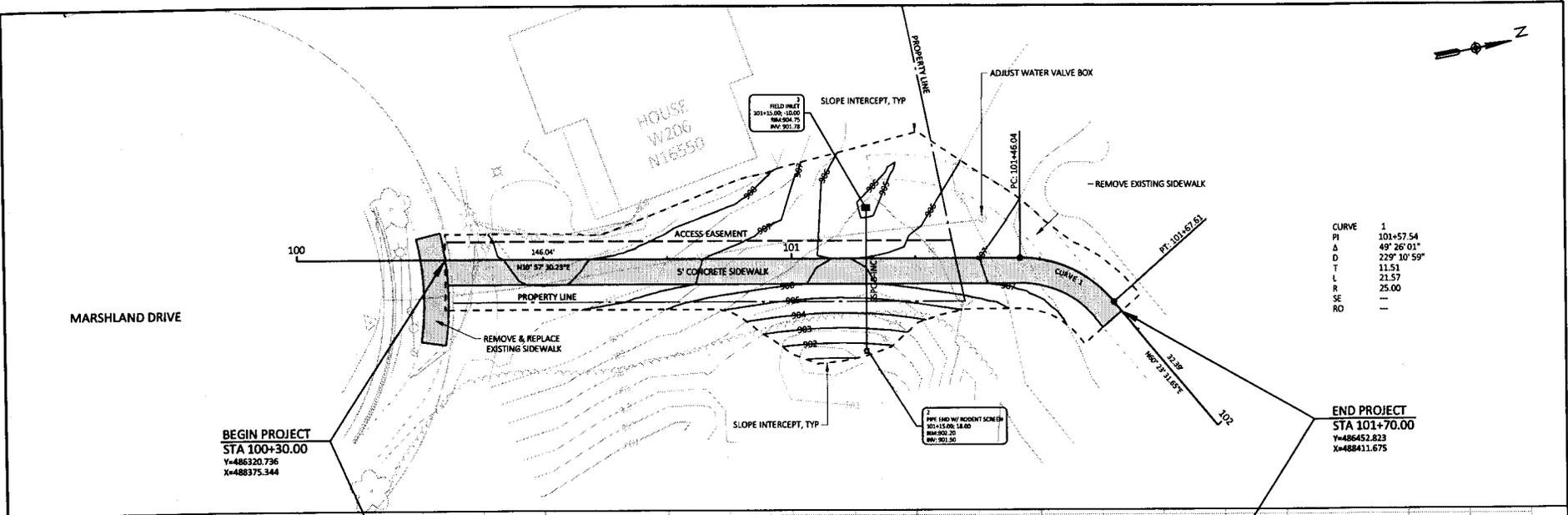
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CURVE	1	CURVE	2	CURVE	3
PI	100+76.55	PI	100+98.96	PI	101+55.09
Δ	12° 50' 19"	Δ	12° 50' 19"	Δ	49° 26' 01"
D	57' 17.45"	D	57' 17.45"	D	229' 10' 59"
T	11.25	T	11.25	T	11.51
L	22.41	L	22.41	L	23.57
R	100.00	R	100.00	R	25.00
SE	—	SE	—	SE	—
RO	—	RO	—	RO	—



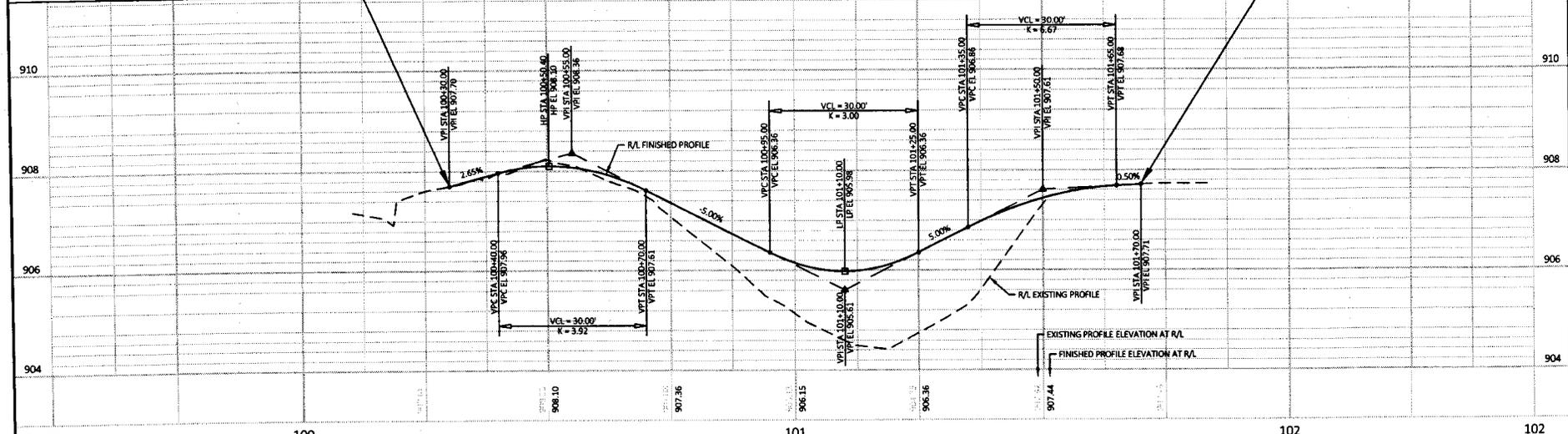
Revisions:	Job No: XX-XX	Designed: JAC	Date:	 80 South Pioneer Road, Suite 300 Fond du Lac, WI 54602 (800) 894-8720 Fax: (800) 894-8725	Village of Jackson, WI Marshland Drive Sidewalk XXXX - XXXX	Plan & Profile	SHEET 1 #
	Date: 11/21/2016	Drawn: AUS	Date:				



CURVE	1
PI	101+57.54
Δ	49° 26' 01"
D	229° 10' 59"
T	11.51
L	21.57
R	25.00
SE	—
RO	—

BEGIN PROJECT
STA 100+30.00
 Y=486320.736
 X=488375.344

END PROJECT
STA 101+70.00
 Y=486452.823
 X=488411.675



Revisions:	Job No: XX-XX
	Date: 11/21/2016

Designed: JAC	Date:
Drawn: AIS	Date:
Checked:	Date:

GREIMIER & ASSOCIATES, INC.
 SURVEYING ENGINEERS
 80 South Pioneer Road, Suite 300
 Fond Du Lac, WI 54805
 (920) 894-8720
 Fax: (920) 894-8725

Village of Jackson, WI
 Marshland Drive Sidewalk
 XXXX - XXXX

Plan & Profile	SHEET 1 #
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FILE NAME: S:\CURRPROJ\WASHINC\JACKSON\MARSHLAND_DR_SIDEWALK\CIVIL3D\SHEETS\PLAN\MARSHLAND-050101-PP.DWG
 LAYOUT NAME: MARSHLAND-050101-PP - SHEET-01

PLOT DATE: 11/22/2016 10:25 AM

PLOT BY: JEFF CHWOSTA

PLOT SCALE: 1 IN=20 FT

Public Works Report

November 29, 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.
February	Avg. Flow 640,793 g.p.d.	Min. Flow 496,000 g.p.d.	Max. 851,000 g.p.d.
March	Avg. Flow 821,839 g.p.d.	Min. Flow 567,000 g.p.d.	Max. 1.463 MGD
April	Avg. Flow 718,000 g.p.d.	Min. Flow 563,000 g.p.d.	Max. 1.079 MGD
May	Avg. Flow 615,000 g.p.d.	Min. Flow 490,000 g.p.d.	Max. 937,000 g.p.d.
June	Avg. Flow 622,700 g.p.d.	Min. Flow 513,000 g.p.d.	Max. 892,000 g.p.d.
July	Avg. Flow 690,935 g.p.d.	Min. Flow 457,000 g.p.d.	Max. 1.074 MGD
August	Avg. Flow 1.039 MGD	Min. Flow 822,000 g.p.d.	Max. 1.338 MGD
September	Avg. Flow 1.333 MGD	Min. Flow 813,000 g.p.d.	Max. 2.166 MGD
October	Avg. Flow 1.319 MGD	Min. Flow 949,000 g.p.d.	Max. 2.572 MGD

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 2016

Jan.	Avg.	580,680 g.p.d.	Highest Day 734,000 gals.	Total	18,001,000 gallons
Feb.	Avg.	603,930 g.p.d.	Highest Day 710,000 gals.	Total	17,514,000 gallons
March	Avg.	586,650 g.p.d.	Highest Day 693,000 gals.	Total	18,186,000 gallons
April	Avg.	660,200 g.p.d.	Highest Day 1.021 MGD	Total	19,806,000 gallons
May	Avg.	681,130 g.p.d.	Highest Day 997,000 gals.	Total	21,115,000 gallons
June	Avg.	781,870 g.p.d.	Highest Day 1.113 MGD	Total	23,456,000 gallons
July	Avg.	865,610 g.p.d.	Highest Day 1.046 MGD	Total	26,834,000 gallons
August	Avg.	817,940 g.p.d.	Highest Day 1.084 MGD	Total	25,356,000 gallons
Sept	Avg.	700,630 g.p.d.	Highest Day 835,000 gals	Total	21,019,000 gallons
Oct	Avg.	738,520 g.p.d.	Highest Day 1.235 MGD	Total	22,894,000 gallons

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		

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

2016	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
Jan	1,359,400			3,500	47,700	\$11,528.02
Feb	1,443,000			1,500	31,350	\$11,666.26
March	1,515,950			5,600	102,900	\$14,166.14
April	1,600,500			25,000	284,250	\$20,110.01
May	1,560,350			24,000	246,200	\$18,817.63
June	1,551,600			49,100	257,900	\$20,048.50
July	1,195,900			21,850	278,400	\$16,803.25
August	1,506,850			29,750	276,250	\$19,397.63
September	1,501,850			48,550	373,430	\$22,541.63
October	1,447,150			126,250	389,054	\$25,629.98

Final Lift for Developed Subdivisions

Still working on the final lift of asphalt in Stonewall Ridge Development phase 2, English Oaks, and Laurel Springs this year. Bielinski Homes have not schedule the final lift in Laurel Springs Subdivision Phase 1. They are now planning on paving next spring. There is an interest in purchasing lot 33 (7.9 acres parcel) in English Oaks, which would give the bank the necessary funds for the final lift of asphalt. We will plan on paving the final lift next spring.

Rosewood Drive/TIF #4 Expansion Project

The property still has the potential of being developed. Lawsuit is pending.

Laurel Springs Subdivision

The Developer (Bielinski Homes) is working on quotes to pave the final lift asphalt this year. No change.

GIS Program

Town and Country Engineering have started the process for the GIS system upgrade. We are finalizing user names to access to the maps, and getting the tablets ready for accessing the maps.

Storm Water Management Plan

The ordinance is being finalized to be incorporated into the new Village Code. We will continue to monitor the system per the Storm Water Management Plan.

SCADA Upgrade Project

The bidding documents have been finalized. The proposed schedule is to advertise for quotes on SCADA services on November 8th and 15th; plant walkthrough on December 6th; open bids on December 15th; review bids until the recommendation to the Board of Public Works on January 31st.

Wilshire Drive Project LRIP

All items have been completed with only the landscaping to be addressed in the year of 2017.

Industrial Drive Sidewalk Project

The Industrial Drive Sidewalk project has been completed and a walkthrough completed. The only item is the landscaping to be addressed in the year of 2017. Along with the project, Industrial Drive was re-asphalted by Walgreens driveway.

Stonewall Sidewalk Project

The asphalt sidewalk has been installed and landscaping is being address. Next is the handrail to be installed along the retaining wall.

Space Needs Analysis Study

Cedar Corp team has scheduled a meeting with staff to continue the study of finding the property for the new Safety Building.

Respectfully submitted, Brian W. Kober, P.E.