

## **AGENDA**

Board of Public Works Meeting  
Tuesday, July 31, 2018 – 7:00 p.m.  
Jackson Village Hall  
N168W20733 Main Street  
Jackson WI 53037

1. Call to Order and Roll Call.
2. Approval of Minutes for June 26, 2018 meeting.
3. Jackson Water Utility Rate Study Presentation – City Water LLC
4. Review of Change Order #1 - Ridgeway Drive Reconstruction Project.
5. Review of Pay Request #1 - Ridgeway Drive Reconstruction Project.
6. Review of Proposal from Payne & Dolan Cedar Creek Road Project.
7. Future Staffing for Public Works – Discussion only.
8. Director of Public Works Report.
9. Citizens/Village Staff to address the Board.
10. Adjourn.

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

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

**DRAFT Minutes**  
**Board of Public Works Meeting**  
**Tuesday, June 26, 2018 –7:00 p.m.**  
**Jackson Village Hall**  
**N168W20733 Main Street**

**1. Call to Order and Roll Call.**

Trustee Malcolm called the meeting to order at 7:10 p.m.

Members present: Brian Heckendorf, Gloria Teifke, Tr. Malcolm and Tr. Lippold.

Members excused: Chair Olson and Linda Granec

Members absent: Scott Thielmann

Staff present: Brian Kober and Jilline Dobratz.

**2. Approval of Minutes for May 29, 2018, meeting.**

Motion by Tr. Lippold, second by Brian Heckendorf to approve the minutes of the May 29, 2018 Board of Public Works meeting.

Vote: 4 ayes, 0 nays. Motion carried.

**3. Review of final Pay Request Chateau Drive Reconstruction Project.**

Brian Kober reported a final walk through was conducted on June 7, 2018 and no major items were found.

Motion by Tr. Lippold, second by Tr. Malcolm to recommend approval to pay \$19,359.87 to Buteyn-Peterson Construction Co., Inc.

Vote: 4 ayes, 0 nays. Motion carried.

**4. Review of Resolution #18-16 - Adopting 2017 CMAR Jackson Wastewater Plant.**

Brian Kober reviewed the annual report submitted to the DNR for discharges and performances for the plant. He stated last year we went into a new permit for 5 years. He reported six different leaks on the utility side were repaired, tightening up the system. The overall rating is above average.

Motion by Tr. Malcolm, second by Gloria Teifke to recommend approval of Resolution #18-16 – Adopting the 2017 Compliance Maintenance Annual Report for the Jackson Wastewater Plant.

Vote: 4 ayes, 0 nays. Motion carried.

**5. Review of Resolution #18-17 - Preliminary Assessment TID #6 (Rosewood Lane) Project.**

Brian Kober reviewed the preliminary assessment for the Rosewood Lane Project. It is a total road improvement, a brand new road. The TID will pay for half, and the property owners on the south side of Rosewood Lane will pay for the other half of the improvements. Brian gave cost estimates associated with the assessments.

Motion by Tr. Malcolm, second by Brian Heckendorf to recommend approval of Resolution #18-17 – Preliminary Assessment for the Rosewood Lane Project as presented.

- 6. Review of Pay Request #2 – 2018 Utility Improvements Project.**  
Brian Kober reviewed pay request #2 for the 2018 Utility Improvement Project. Paving has been finished and Sherman Road has been landscaped.  
Motion by Brian Heckendorf, second by Tr. Lippold to recommend to Budget & Finance and Village Board approval of Pay Request #2 from Vinton Construction Company for 2018 Utility Improvements Project in the amount not to exceed \$110,123.43.  
Vote: 4 ayes, 0 nays. Motion carried.
- 7. Review of Resolution #18-18 - Preliminary Assessment Highland Road Water Main Project.**  
Brian Kober explained that the development, Exhibit A, will be special assessed along with the property on the corner of English Oaks Drive. Single family homes are intended to be constructed on lots, but have not yet been built.  
Motion by Tr. Malcolm, second by Tr. Lippold to recommend approval of Resolution #18-18 – Preliminary Assessment Highland Road Water Main Project.  
Vote: 4 ayes, 0 nays. Motion carried.
- 8. Director of Public Works report.**  
Brian Kober gave the report. Discussion on the old Park and Ride. The County will be reopening it for the duration of the CTH P reconstruction project.  
Motion by Tr. Malcolm, second by Brian Heckendorf to place the Director of Public Works report on file.  
Vote: 4 ayes, 0 nays. Motion carried.
- 9. Citizens/Village Staff to Address the Board.**  
None
- 10. Adjourn.**  
Motion by Tr. Lippold, second by Brian Heckendorf to adjourn.  
Vote: 4 ayes, 0 nays. Meeting was adjourned at 7:27 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*  
Village Clerk/Treasurer

**SECTION 00941  
CHANGE ORDER**

Change Order No. 1

Date of Issuance:	June 6, 2018	Effective Date:	June 6, 2018
Owner:	Village of Jackson	Owner's Contract No.:	A-18
Contractor:	Vinton Construction Company	Contractor's Project No.:	
Engineer:	Cedar Corporation Ridgeway Drive and Ridgeway Court	Engineer's Project No.:	05789-0005
Project:	Reconstruction	Contract Name:	A-18

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1	ADD 60 Lineal Feet of 6" Sanitary Sewer Lateral Relay (Bid Item #3) @ \$123.00/LF	=	\$7,380.00
2	ADD 1 EACH Abandon Manhole Structure (Bid Item #7) @ \$690.00 EA	=	\$690.00
3	ADD 53 Lineal Feet of 8" Sanitary Sewer Relay C-900 (Bid Item #8) @ \$156.00/LF	=	\$8,268.00
4	ADD 14 Vertical Feet of 48" Dia Sanitary Manhole (Bid Item #10) @ \$480.00/VF	=	\$6,720.00
	<b>TOTAL</b>	=	<b>\$23,058.00</b>

Reason for Change Order:

- a) Change Order Item Nos. 1-4: Cost associated with the extension of proposed sanitary sewer relay to better accommodate the limits of the roadway reconstruction.

Attachments: (List documents supporting change)

- a) Change Order Item Nos. 1-4: 1) Revised Plan Sheet 4 of 19, 2) E-mail correspondence from Engineer to Contractor dated 6/6/18 communicating plan revisions and related increased bid item quantities.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>1,012,202.40</u>	Original Contract Times: Substantial completion (date): <u>August 17, 2018</u> Ready for Final Payment (date): <u>August 31, 2018</u>
[Increase] [Decrease] from previous approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	from previous Change Orders: No. <u>0</u> to No. <u>0</u> : Substantial Completion (days): <u>0</u> Ready for Final Payment (days): <u>0</u>
Contract Price prior to this Change Order: \$ <u>1,012,202.40</u>	Contract Times prior to this Change Order: Substantial completion (date): <u>August 17, 2018</u> <u>August 31, 2018</u>
[Increase] [Decrease] of this Change Order: \$ <u>23,058.00</u>	[Increase] [Decrease] this Change Order: Substantial Completion (days): <u>0</u> Ready for Final Payment (days): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>1,035,260.40</u>	Contract Times with all approved Change Orders: Substantial completion (date): <u>August 17, 2018</u> Ready for Final Payment (date): <u>August 31, 2018</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> CONTRACTOR (Authorized Signature)
Title: <u>Sr. Construction Manager</u>	Title: _____	Title: <u>PRESIDENT</u>
Date: <u>June 6, 2018</u>	Date: _____	Date: <u>6.19.18</u>

Approved by Funding Agency (if applicable):

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## Doug Kroes

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**From:** Doug Kroes  
**Sent:** Wednesday, June 6, 2018 8:42 AM  
**To:** Ron Raboine (rraboine@vintonwis.com)  
**Cc:** Ron Dalton (ron.dalton@cedarcorp.com); Mitch Reimer (mitch.reimer@cedarcorp.com); joe.coe@cedarcorp.com; Brian Kober (dirpubwks@villageofjackson.com)  
**Subject:** Ridgeway Dr./Ct. Reconstruction - Village of Jackson: PLAN REVISIONS  
**Attachments:** REVISED Sht04\_RidgewayDr-Plan and Profile - (4).pdf; Revised Sht05\_RidgewayCt-Plan and Profile - (6).pdf

Ron:

Attached please find the following plan sheet revisions associated with the subject project:

1. REVISED Plan Sht 5 of 19 (4/19/18): Changed alignment of water service to the southwest quadrant of the cul-de-sac. No cost change revision.
2. REVISED Plan Sht 4 of 19 (6/4/18): Extension of sanitary sewer from Sta. 19+08 north to Sta. 19+59. This revision will increase the quantities for the following bid items calculated at the established bid prices:

Item No.	Description	Unit	Quantity	Unit Price	Total
3	6" Sanitary Sewer Lateral Relay (2 Units)	LF	60	\$123.00	\$7,380.00
7	Abandon Manhole Structure	EA	1	\$690.00	\$690.00
8	8" Sanitary Sewer Relay C-900	LF	53	\$156.00	\$8,268.00
10	48" Dia. Sanitary Manhole (1 Units)	VF	14	\$480.00	\$6,720.00
				<b>TOTAL =</b>	<b>\$23,058.00</b>

Contract Change Order No. 1 will be prepared to include the above mentioned items and will be mailed to your office for review and signature.

Please feel free to contact us should you have any questions.

Thank you,

## Doug Kroes

Construction Manager

Cedar Corporation

W61 N497 Washington Avenue | Cedarburg | WI | 53012

Office: 262-204-2360 ext 1403 | TF: 800-472-7372

Cell: 920-246-6326

[doug.kroes@cedarcorp.com](mailto:doug.kroes@cedarcorp.com)

[www.cedarcorp.com](http://www.cedarcorp.com) | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

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engineering | architecture | environmental | surveying  
landscape architecture | planning | economic development

W61 N497 Washington Avenue  
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262-204-2360  
800-472-7372  
FAX 262-375-2688  
www.cedarcorp.com

July 26, 2018

Village of Jackson  
N168 W20733 Main Street  
PO Box 637  
Jackson, WI 53037

Attn: Mr. Brian Kober, P.E., Director of Public Works

Re: Application for Payment No. 1  
Ridgeway Drive and Ridgeway Court Reconstruction  
Project No. 05789-0005

Dear Mr. Kober:

Enclosed for your use in payment to Vinton Construction, Inc. in the amount of \$405,623.77 is Application for Payment No. 1.

Following your review and approval, please complete the application for payment form within the areas reserved for the Owner and process payment to the Contractor accordingly.

Should you have any questions, please feel free to contact me at our Cedarburg office.

Sincerely,

CEDAR CORPORATION

A handwritten signature in blue ink, appearing to read "Douglas T. Kroes".

Douglas T. Kroes  
Senior Construction Manager

Enclosed: As Noted

Cc: Ron Raboine, Vinton Construction, Inc.

# Contractor's Application for Payment No. 1

Application Period: thru July 18, 2018		Application Date: 7.18.18	
To (Owner): Village of Jackson	From (Contractor): Vinton Construction, Inc.	Via (Engineer): Cedar Corporation	
Project: Ridgeway Drive and Ridgeway Court Reconstruction	Contract: A-18		
Owner's Contract No: A-18	Contractor's Project No: 18073	Engineer's Project No: 05789-0005	

### Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
Number 1	\$23,058.00	
TOTALS	\$23,058.00	
NET CHANGE BY CHANGE ORDERS		\$23,058.00

1. ORIGINAL CONTRACT PRICE..... \$ 1,012,202.40
2. Net change by Change Orders..... \$ 23,058.00
3. Current Contract Price (Line 1 ± 2)..... \$ 1,035,260.40
4. TOTAL COMPLETED AND STORED TO DATE (Column I total on Progress Estimates)..... \$ 426,972.39
5. RETAINAGE:
  - a. 5%  \$426,972.39 Work Completed..... \$ 21,348.62
  - b. 5%  Stored Material..... \$ 21,348.62
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 405,623.77
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 405,623.77
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
8. AMOUNT DUE THIS APPLICATION..... \$ 405,623.77

### Contractor's Certification

The undersigned Contractor certifies, to the best of his knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interest, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7.25.18

Payment of: \$ 405,623.77 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 7-25-18 (Date)

Payment of: \$ 405,623.77 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ Funding or Financing Entity (if applicable) \_\_\_\_\_ (Date)

Unit Price Progress Estimate

Contractor's Application

Project: Ridgeway Drive and Ridgeway Court Reconstruction

Application Number: 1

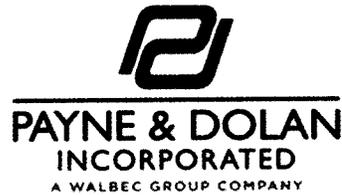
Application Period: thru July 18, 2018

Application Date: 07/18/2018

Bid No.	Item Description	Estimated Bid Quantity	Unit Price	B		C		D		E		F		G		H		I		J
				Previous Applications		Quantity Completed This Application		Materials Stored		Total Completed & Stored to Date (C+E+G)		Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount									
1	Common Excavation	1	L.S.	\$152,000.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		
2	Sawcutting Asphalt Roadway Pavement	96	L.F.	\$4.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		
3	6" Sanitary Sewer Lateral Relay (15 Units)	523	L.F.	\$123.00	0	\$0.00	398.20	\$48,978.60	0	\$0.00	398.20	\$48,978.60	0	\$0.00	398.20	\$48,978.60	0	\$0.00		76.1%
4	6" Sanitary Lateral Riser	32	V.F.	\$448.00	0	\$0.00	24.31	\$10,890.88	0	\$0.00	24.31	\$10,890.88	0	\$0.00	24.31	\$10,890.88	0	\$0.00		76.0%
5	6" Sanitary Sewer Lateral (3 Units)	351	L.F.	\$86.40	0	\$0.00	360.50	\$31,147.20	0	\$0.00	360.50	\$31,147.20	0	\$0.00	360.50	\$31,147.20	0	\$0.00		102.7%
6	6" Sanitary Sewer Lateral Clean-out	2	Each	\$490.00	0	\$0.00	2.00	\$980.00	0	\$0.00	2.00	\$980.00	0	\$0.00	2.00	\$980.00	0	\$0.00		100.0%
7	Abandon Manhole Structure	2	Each	\$690.00	0	\$0.00	1.00	\$690.00	0	\$0.00	1.00	\$690.00	0	\$0.00	1.00	\$690.00	0	\$0.00		50.0%
8	8" Sanitary Sewer Relay C-900	209	L.F.	\$156.00	0	\$0.00	263.00	\$41,028.00	0	\$0.00	263.00	\$41,028.00	0	\$0.00	263.00	\$41,028.00	0	\$0.00		125.8%
9	8" Sanitary Sewer	219	L.F.	\$142.00	0	\$0.00	219.00	\$31,098.00	0	\$0.00	219.00	\$31,098.00	0	\$0.00	219.00	\$31,098.00	0	\$0.00		100.0%
10	48" Dia. Sanitary Manhole (2 Units)	29	V.F.	\$480.00	0	\$0.00	42.10	\$20,208.00	0	\$0.00	42.10	\$20,208.00	0	\$0.00	42.10	\$20,208.00	0	\$0.00		145.2%
11	8" PVC Water Main	286	L.F.	\$91.30	0	\$0.00	261.60	\$23,884.08	0	\$0.00	261.60	\$23,884.08	0	\$0.00	261.60	\$23,884.08	0	\$0.00		91.5%
12	12" PVC Water Main Relay	894	L.F.	\$115.70	0	\$0.00	869.40	\$100,589.58	0	\$0.00	869.40	\$100,589.58	0	\$0.00	869.40	\$100,589.58	0	\$0.00		97.2%
13	Valve Box Abandonment	3	Each	\$250.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
14	Salvage Hydrant	4	Each	\$500.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
15	1 1/4" HDPE Water Service Relay (17 Units)	488	L.F.	\$108.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
16	1 1/4" HDPE Water Service (3 Units)	354	L.F.	\$49.60	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
17	Hydrant Assembly	4	Each	\$6,557.00	0	\$0.00	4.00	\$26,228.00	0	\$0.00	4.00	\$26,228.00	0	\$0.00	4.00	\$26,228.00	0	\$0.00		100.0%
18	12" Gate Valve	5	Each	\$2,670.00	0	\$0.00	5.00	\$13,350.00	0	\$0.00	5.00	\$13,350.00	0	\$0.00	5.00	\$13,350.00	0	\$0.00		100.0%
19	8" Gate Valve	2	Each	\$1,591.00	0	\$0.00	2.00	\$3,182.00	0	\$0.00	2.00	\$3,182.00	0	\$0.00	2.00	\$3,182.00	0	\$0.00		100.0%
20	34" x 53" HERCP Storm Sewer Relay	182	L.F.	\$167.00	0	\$0.00	180.30	\$30,110.10	0	\$0.00	180.30	\$30,110.10	0	\$0.00	180.30	\$30,110.10	0	\$0.00		99.1%
21	12" RCP Storm Sewer	293	L.F.	\$52.30	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
22	12" RCP Storm Sewer Relay	75	L.F.	\$62.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
23	48" Dia. Storm Sewer Manhole (1 Unit)	3	V.F.	\$694.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
24	6" PVC Storm Sewer Lateral (15 Units)	1,008	L.F.	\$46.60	0	\$0.00	912.50	\$42,522.50	0	\$0.00	912.50	\$42,522.50	0	\$0.00	912.50	\$42,522.50	0	\$0.00		90.5%
25	Catch Basin	2	Each	\$1,924.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
26	Remove Catch Basin	2	Each	\$250.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
27	Remove Concrete Sidewalk	5,876	S.F.	\$0.70	0	\$0.00	80.00	\$56.00	0	\$0.00	80.00	\$56.00	0	\$0.00	80.00	\$56.00	0	\$0.00		1.4%
28	4" Concrete Sidewalk	9,940	S.F.	\$5.40	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
29	Remove Curb & Gutter	2,255	L.F.	\$3.00	0	\$0.00	14.00	\$42.00	0	\$0.00	14.00	\$42.00	0	\$0.00	14.00	\$42.00	0	\$0.00		0.6%
30	30" Curb and Gutter TYPE D	2,255	L.F.	\$18.65	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
31	Remove Asphalt Driveway Pavement	265	S.Y.	\$6.30	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00		
32	Remove Concrete Driveway Aprons	2,356	S.F.	\$0.70	0	\$0.00	171.36	\$119.95	0	\$0.00	171.36	\$119.95	0	\$0.00	171.36	\$119.95	0	\$0.00		7.3%



Area Office  
N173 W21120 Northwest Passage Way  
Jackson, WI 53037



Michael R. Strobel  
Direct: 262-677-5523  
Cell: 262-366-5047  
Fax: 262-677-5530  
mstrobel@payneanddolan.com

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## PROPOSAL

**SUBMITTED TO:**

Village of Jackson  
P.O. Box 637  
Jackson, WI 53037

Attn: Brian Kober

**DATE:** July 18, 2018  
**PHONE:** 262-677-9001      **FAX:**  
**JOB NAME:** Widen Cedar Creek Rd  
**JOB LOCATION:** Hwy P & Cedar Creek Rd  
**PLAN DATE:**

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*For furnishing the necessary labor, material and equipment to complete the following:*

Base Bid:

Widen Cedar Creek Rd from Hwy P to RR tracks on south side of road 4' wide 1' deep.

**PRICE:**

- Excavation & 9" stone base - \$45,600.00
- 3" asphalt pavement - \$15,779.00

(Note: Asphalt would be installed at same time road is paved for town.)

Note: Price does not include any re-ditching or restoration if needed.

*If you have any questions on this proposal, please call me at the contact information listed above.*

*Thank you!*

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**IF THIS PROPOSAL IS NOT ACCEPTED AND RETURNED WITHIN 10 DAYS FROM THE DATE OF THIS PROPOSAL OR IF THE WORK IS NOT COMPLETED BY October 15, 2018, PAYNE & DOLAN, INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT.**

**PRIOR TO PAYNE & DOLAN, INC. BEGINNING WORK UNDER THIS CONTRACT, OWNER/CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE FOLLOWING PAYMENT TERM IS MET OR PAID AND IS ACCEPTABLE TO PAYNE & DOLAN, INC. TO FULFILL THEIR OBLIGATIONS UNDER THIS CONTRACT: CONTRACT PAYMENT SCHEDULE**

**PLEASE CALL KRISTA AT 262-677-5522 TO GET APPROVAL ON YOUR PROPOSED PAYMENT SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS.**

## PROPOSAL TERMS AND CONDITIONS

**Work of Others:** Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Payne & Dolan, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Payne & Dolan, Inc. commencing any of the Work before any others have completed their work.

**Duration:** The total allowable number of working days under normal conditions required to complete the Work is 5 days. In order to meet any agreed upon completion date, Payne & Dolan, Inc. must receive a 10 day advance notice to proceed plus the total allowable number of working days required to complete the Work under normal conditions. Performance of the Work is contingent upon strikes, accidents or delays beyond Payne & Dolan, Inc.'s control.

**Changed Conditions:** Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Payne & Dolan, Inc. an extra charge over and above the original contract price for performance of the requested change order.

**Utilities:** Payne & Dolan, Inc. will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Payne & Dolan, Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Payne & Dolan, Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

**Access:** Physical access by heavy equipment and material delivery vehicles to the site that is the subject of this contract may result in physical damage to property including but not limited to existing pavement, landscape or structures. Payne & Dolan, Inc. will cooperate with the Owner/Contractor in finding alternative access solutions, but the Owner/Contractor does hereby release and hold harmless Payne & Dolan, Inc. from any claims for physical damage caused from access to the site. Owner/Contractor agrees that any physical damage to property caused by Payne & Dolan, Inc.'s heavy equipment and material delivery vehicles in the process of gaining access to the site, where no other access options have been made available, shall be the responsibility of the Owner/Contractor.

**Restoration:** Payne & Dolan, Inc. will not be responsible for any restoration of adjacent areas disturbed as a result of construction, including, but not limited to, stone shoulder, adjustment of drainage structures or landscaping that may need to be performed to allow for proper drainage of water from the surface of the new pavement unless otherwise agreed to in the scope of work.

**Damage Waiver:** Any claim for property damage is conclusively waived unless presented to Payne & Dolan, Inc. in writing within seven (7) calendar days of the occurrence.

**Acceptance of Material/Labor:** All materials and labor are conclusively accepted as satisfactory unless objected to in writing within seven (7) calendar days of performance.

**Lien Law:** "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (PAYNE & DOLAN, INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."

**Compliance with Laws:** Owner/Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same and shall indemnify and hold Payne & Dolan, Inc. harmless for any fine, penalty or expense resulting from, arising out of, or in any way related to Owner/Contractor's violations under this paragraph.

**Payment:** Payne & Dolan, Inc. proposes to furnish material and labor - complete in accordance with above specifications and prices. Payne & Dolan, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net on receipt of invoice. A 1.5% per month service charge shall be charged on all outstanding balances. Upon receipt of payment in full, Payne & Dolan, Inc. will provide a lien waiver required by Owner/Contractor.

**Collection Costs:** If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Payne & Dolan, Inc. in connection with collecting that amount.

**Insurance/Indemnification:** This Proposal is contingent upon the express agreement that indemnification, defense, additional insured status and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Payne & Dolan, Inc., but only to the extent of Payne & Dolan, Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Payne & Dolan, Inc.'s workers are fully covered by Workers' Compensation Insurance. Payne & Dolan, Inc. will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

**Warranty:** All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Payne & Dolan, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Payne & Dolan, Inc, its subcontractors or suppliers, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or excessive manipulation over the original design criteria. Payne & Dolan, Inc.'s warranty for material and

workmanship is for the term of one year from Payne & Dolan, Inc.'s last substantial labor date and is in lieu of any other warranty or remedy required by law.

Site Drainage: Payne & Dolan, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner/Contractor directs construction with less than a minimum grade of 1% or if the plans do not provide 1% drainage in all directions, it is understood and agreed that waterponding may occur and that no warranty will attach to the Work. Payne & Dolan, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

Subgrade/Aggregate Base: The Owner/Contractor is responsible to furnish Payne & Dolan, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within ±0.1' of the proposed plan subgrade elevations.

Heaving and Cracking: Heaving of asphalt pavements caused by, but not limited to, wet conditions, expansive soils and freeze-thaw cycles, is not the responsibility of Payne & Dolan, Inc. Cracking of asphalt pavements caused by, but not limited to, freeze-thaw cycles, excessive drying of expansive soils, clay soils and reflective cracking, is not the responsibility of Payne & Dolan, Inc.

Fine Grading of Aggregate Base by Payne & Dolan, Inc.: If Payne & Dolan, Inc. fine grades the surface to be paved, the Owner/Contractor shall furnish a surface rough graded to within ±0.1' of the proposed plan aggregate base course elevations.

Fine Grading of Aggregate Base by Others: If Owner/Contractor fine grades the surface to be paved, Payne & Dolan, Inc. may choose to request additional work to correct the surface to be paved for (but not limited to) stability, surface drainage, slope and elevation. Additional corrective work will be done at no cost to Payne & Dolan, Inc.

Resurfacing: When resurfacing concrete, brick or asphalt pavements, Payne & Dolan, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

Exclusion of WDOT Specifications: If Wisconsin DOT Standard Specifications are being used, this proposal excludes the following: 450.3.2.1.1 and 450.3.2.1.2 Preparation and Paving Operations and Cold Weather Paving: Payne & Dolan, Inc. will provide the best quality pavement achievable based on all other required standard specifications.

450.3.2.9 Testing (Ride Quality): Payne & Dolan, Inc. will provide the best quality ride achievable based on all other required standard specifications.

455.2.2 and 455.2.3 Sampling and Testing (Asphaltic Materials): Payne & Dolan, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Payne & Dolan, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

460.2.8.2 Contractor Testing: Payne & Dolan, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Payne & Dolan, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

Incorporation: If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Captions: The captions and headings at the beginning of each section of this Proposal are for convenience only and are to be given no weight in construing the provisions of this Agreement.

Authorized Signature:   
Mike Strobel, Project Manager

**Acceptance of Proposal** - The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. Payne & Dolan, Inc. is authorized by Owner/Contractor to do the Work as specified. Payment will be made to Payne & Dolan, Inc. by Owner/Contractor as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Owner/Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Job Name: Widen Cedar Creek Rd Date of Proposal: July 18, 2018

# Memo

**To:** John M. Walther, Village Administrator  
**From:** Brian W. Kober, P. E., Director of Public Works  
**Subject:** Future Staffing for Public Works  
**Date:** July 27, 2018  
**CC:** Board of Public Works

As the Village of Jackson continues to grow with population, streets, parks, and paths, the Public Works staff has reduced in size during the expansions. Also, there is an increased anticipation from residents on dealing with all the needs of the daily operation of the Village in a timely matter.

For this memo, the definition of Public Works includes Jackson Water Utility, Jackson Sewer Utility, Streets and Parks Department. There are twelve people and one part-time person currently working in Public Works. The current staffing of each area is as follows:

**Jackson Water Utility (3 fulltime, 2 part-time):** Two Field Operators, Water Supervisor, Utility Superintendent (part-time), and Utility Clerk (part-time).

**Jackson Sewer Utility (3 fulltime, 1 part-time):** One Operator, One Lab Tech Operator; Plant Supervisor, and Utility Superintendent (part-time).

**Parks and Streets (4 fulltime):** Three Maintenance Workers, and Street and Park Supervisor.

We have continued to keep up the all the requested needs and daily operation with the present staff, and challenged with maintaining a full staff. The last two years the staff dealt with two shoulder surgeries; one back surgery; and two elbow surgeries. The time off for recovery has left the Public Works staff scrambling to cover all tasks.

The staff has the potential of retirement with half of the staff in the next two years. Discussion will need to take place on how the needs of the Village are handled with the appropriate staff.

If you have any questions please let me know.

Brian W. Kober, P.E.



## Years Summary of Water Consumption

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
2016 Total Pumpage 254,531,000 gallons	2017 Total Pumpage 251,387,000 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
Nov	Avg.	654,530 g.p.d.	Highest Day 829,000 gals	Total	19,636,000 gallons
Dec	Avg.	668,190 g.p.d.	Highest Day 779,000 gals	Total	20,714,000 gallons

### Year 2017

Jan.	Avg.	630,710 g.p.d.	Highest Day 771,000 gals.	Total	19,552,000 gallons
Feb.	Avg.	640,790 g.p.d.	Highest Day 885,000 gals	Total	17,942,000 gallons
March	Avg.	611,520 g.p.d.	Highest Day 691,000 gals	Total	18,957,000 gallons
April	Avg.	703,070 g.p.d.	Highest Day 1.173 MGD	Total	21,092,000 gallons
May	Avg.	683,420 g.p.d.	Highest Day 988,000 gals	Total	21,186,000 gallons
June	Avg.	762,230 g.p.d.	Highest Day 1.044 MGD	Total	22,867,000 gallons
July	Avg.	730,580 g.p.d.	Highest Day 953,000 gals	Total	22,648,000 gallons
August	Avg.	745,900 g.p.d.	Highest Day 903,000 gals	Total	23,123,000 gallons
Sept	Avg.	738,170 g.p.d.	Highest Day 996,000 gals	Total	22,145,000 gallons
Oct	Avg.	716,100 g.p.d.	Highest Day 1.055 MGD	Total	22,199,000 gallons
Nov	Avg.	646,500 g.p.d.	Highest Day 783,000 gals	Total	19,395,000 gallons
Dec	Avg.	654,230 g.p.d.	Highest Day 754,000 gals.	Total	20,281,000 gallons

### Year 2018

Jan.	Avg.	674,710 g.p.d.	Highest Day 831,000 gals.	Total	20,916,000 gallons
Feb.	Avg.	660,820 g.p.d.	Highest Day 762,000 gals.	Total	18,503,000 gallons
March	Avg.	646,810 g.p.d.	Highest Day 784,000 gals.	Total	20,051,000 gallons
April	Avg.	656,300 g.p.d.	Highest Day 1.122 MGD	Total	19,689,000 gallons
May	Avg.				

**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**

<b>2005</b>	\$ 87,562.01	<b>2006</b>	\$101,115.11	<b>2007</b>	\$152,201.07	<b>2008</b>	\$210,441.47
<b>2009</b>	\$183,815.34	<b>2010</b>	\$197,653.66	<b>2011</b>	\$220,576.28	<b>2012</b>	\$236,224.70
<b>2013</b>	\$235,336.46	<b>2014</b>	\$203,938.32	<b>2015</b>	\$210,644.47	<b>2016</b>	\$220,473.17
<b>2017</b>	\$232,358.23						

<b>2016</b>	<b>Holdings (gals)</b>	<b>Grease (gals)</b>	<b>G Decant (gals)</b>	<b>Septage (gals)</b>	<b>S Decant (gals)</b>	<b>Total Billings</b>
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
November	1,471,800			40,900	343,250	\$21,255.76
December	1,657,250			11,250	225,160	\$18,508.38

<b>2017</b>	<b>Holdings (gals)</b>	<b>Grease (gals)</b>	<b>G Decant (gals)</b>	<b>Septage (gals)</b>	<b>S Decant (gals)</b>	<b>Total Billings</b>
Jan	1,287,450			10,500	57,100	\$11,503.39
Feb	1,358,400		28,500	1,750	78,550	\$13,361.76
March	1,678,850		22,000	28,100	174,900	\$18,967.89
April	1,581,350			35,600	320,900	\$21,306.63
May	1,745,550			51,150	394,600	\$25,002.63
June	1,664,600			38,700	321,950	\$22,081.26
July	1,599,070			33,100	230,150	\$19,070.78
August	1,669,850			35,100	273,850	\$20,774.14
September	1,430,000			37,350	248,125	\$18,422.13
October	1,710,550			64,200	454,850	\$26,768.38
November	1,541,700			50,150	353,050	\$22,395.00
December	1,174,400			13,700	127,250	\$12,539.26

<b>2018</b>	<b>Holdings (gals)</b>	<b>Grease (gals)</b>	<b>G Decant (gals)</b>	<b>Septage (gals)</b>	<b>S Decant (gals)</b>	<b>Total Billings</b>
Jan	1,627,400			2,250	70,400	\$14,055.51
Feb	1,632,750			1,750	69,850	\$14,061.88
March	1,589,150			6,450	197,600	\$17,943.45
April	1,451,750			16,750	234,400	\$18,227.75
May	1,849,700			21,050	354,100	\$24,597.35
June	1,636,850			38,900	351,450	\$23,631.55

**Final Lift for Developed Subdivisions, and other Utility Projects for Bid**

The Final paving project for Stonewall Drive, Living Word Lane, Highland Road, and English Oaks Drive has the curbing and sidewalk marked for replacement. Stark Pavement has been notified to start the project.

**Rosewood Drive/TIF Expansion Project**

The Rosewood Lane Project has the all the utility installed except for a 16 inch by 12 inch water valve that needed to be made. The road base for Rosewood Lane is being completed with curbing and sidewalk to follow.

**SCADA Upgrade Project**

Town & Country Engineering and staff are working on completing the work order portion of the SCADA System project.

**CTH P and STH 60 Intersection Project and old Park-n-Lot Property**

Discussion continues with Washington County and WisDOT on ownership. No change.

**Ridgeway Drive Reconstruction Project**

The final water connection for Ridgeway Drive Reconstruction Project was schedule to start at 12:01 AM Friday morning July 27<sup>th</sup> in order to not place Coffeerville out of water during their normal operation hours. The Coffeerville Bakery gets started at 4:00 AM. The operation went as planned and water was restored by 3:00 AM Friday morning. Ridgeway Drive Reconstruction Project has all the utility installed. Next, is the removal of the roadway, curbing, and sidewalk to install new.

**WWTP Lab Cabinet Replacement**

The lab cabinet replacement project is schedule to have the existing cabinets removed and new cabinets installed starting August 1<sup>st</sup>

**Moving to New Street and Department Building**

A new salt building will be discussed at next meeting.

**Cobblestone Meadows Development**

Working on plan review and creating the Developer's agreement.

**Laurel Springs Addition No. 1**

The pre-construction meeting was held for the development. A potential start date is sometime in August. The erosion control measures are being installed.

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