

AGENDA

Board of Public Works Meeting

Tuesday, February 28, 2017 - **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 January 31, 2017, meeting.
3. Review of Bids for Chateau Drive Reconstruction Project.
4. Resolution 17-05 Special Assessment Area Chateau Dr Reconstruction Project.
5. Spring Cleanup Day Announcement.
6. Mid Moraine Water Quality Collective Contract
7. Director of Public Works Report.
8. Citizens/Village Staff to address the Board.
9. 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.

Public Works Report

February 28, 2017

Treatment Plant - Designed Capacity – 1.67 million gallons per day
 Peak Flow Capacity – 6.0 million gallons per day

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
November	Avg. Flow 1.111 MGD	Min. Flow 859,000 g.p.d.	Max. 1.818 MGD
December	Avg. Flow 1.211 MGD	Min. Flow 889,000 g.p.d.	Max. 2.063 MGD

Year 2017

January	Avg. Flow 1.23 MGD	Min. Flow 979,000 g.p.d.	Max. 1.606 MGD
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Years Summary of Water Consumption

2004 Total Pumpage 216,055,000 gallons
2006 Total Pumpage 207,719,000 gallons
2008 Total Pumpage 229,613,000 gallons
2010 Total Pumpage 239,326,000 gallons
2012 Total Pumpage 253,492,000 gallons
2014 Total Pumpage 230,973,000 gallons
2016 Total Pumpage 254,531,000 gallons

2005 Total Pumpage 223,215,000 gallons
2007 Total Pumpage 217,224,000 gallons
2009 Total Pumpage 231,160,000 gallons
2011 Total Pumpage 240,268,000 gallons
2013 Total Pumpage 228,371,000 gallons
2015 Total Pumpage 222,621,000 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
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
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Pump Capacity - Well #1- 400 g.p.m. Well #3 -900 g.p.m. Well #4 - 1200 g.p.m. Well #5 – 1,100 g.p.m. Well #6 – 800 g.p.m.

WWTP – Holding & Septage Receiving

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

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
November	1,471,800			40,900	343,250	\$21,255.76
December	1,657,250			11,250	225,160	\$18,508.38

2017	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
Jan	1,287,450			10,500	57,100	\$11,5503.39

Final Lift for Developed Subdivisions

Bielinski Homes have not schedule the final lift in Laurel Springs Subdivision Phase 1. They are now planning on developing phase 2, and the final lift will be installed in phase one. Working out the details in having the all subdivisions paved with the final lift next spring. No change.

Rosewood Drive/TIF #4 Expansion Project

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

GIS Program

Town and Country Engineering continues to work on the maps, and getting the tablets ready for accessing the maps. An instructional meeting for staff is being scheduled to increase map usage.

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 contracts are being signed to get the project started.

Wilshire Drive Project LRIP

All items have been completed with only the landscaping to be addressed in the year of 2017. The grant money request form has been completed for reimbursement.

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.

Stonewall Sidewalk Project

The asphalt sidewalk has been installed. The only item is the landscaping to be addressed in the year of 2017.

Space Needs Analysis Study

Cedar Corp team continues to meet with staff in developing plans for a new Safety Building.

Chateau Drive Reconstruction Project

Bids are being reviewed at the February meeting, and a informal information meeting is being held before the Board of Public Works meeting.

CTH P and STH 60 Intersection Project

Washington County Highway Department has contracted with Gremmer & Associates to start the design of the reconstruction of CTH P from STH 60 to a point north of Cedar Creek Road. A design kickoff meeting is being scheduled.

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

DRAFT MINUTES
Board of Public Works Meeting
Tuesday, January 31, 2017 –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 Scott Thielmann.

Members absent: Tr. Mike Kufahl and Gloria Teifke.

Also present: Tr. Kurtz.

Staff present: John Walther and Brian Kober.

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

Motion by Scott Thielmann, second by Brian Heckendorf to approve the minutes of the November 29, 2016, Board of Public Works meeting.

Vote: 5 ayes, 0 nays. Motion carried.

3. Review of Storm Water Drainage Stonehedge Drive.

The Storm Water Drainage on Stonehedge Drive was brought up at the last Village Board meeting. Brian Kober showed a map of the area. The sump pumps from two homes are flowing to the street. Because of the weather conditions the water is then freezing.

Residents that had signed up for public comment were then allowed to speak on the item. Joe Kreiter of Stonehedge Drive reported that his home was built in 1989 and there is a storm drain to the North of his drive. There has been an on-going problem with the storm drain since the homes were built on the South of his home. He commented that a neighbor fell on December 28. He suggested to ditch the water to Sherman Road but the grade may not allow; or to the West to Hickory/Stonehedge.

Scott Conto of Stonehedge Drive reported that the pool of water near the mailboxes can be 8-12 feet in diameter or worse. This arose when the new homes were built.

Greg Peters of Stonehedge Drive commented that getting the mail is problem because of the water. He questioned the water running to the street rather than to the back yard.

Jim Reynolds of Stonehedge Drive commented that he has lived there since May 1990 and there have been water problems since he has lived there. His sump pump runs to the back yard.

Discussion of the item ensued. Building Inspector, Jim Micech requested the property owner to raise the float in the crock and this has stopped the flow of the water. Brian Kober checked it this evening and it is not as bad. As for draining to the back, the property slopes to the house. There would have to be enough pressure from the pump to pump over the hill. Brian commented that this is something that can be worked on this spring and to work with the homeowners. Brian

commented to ditch the water flow to Sherman Road if possible. If the subdivision was reconstructed today, every house would have a storm lateral. Stonehedge is not on the list of roads for capital projects. Brian commented to review elevations, look at a temporary lateral on Hickory, and a develop plan this Spring. Communication to the neighborhood group will go through Joe Kreiter as the spokesperson. The item will come back in Spring, probably April meeting.

4. Review of Storm Water Drainage Hemlock Street.

Brian Kober reported on the Storm Water Drainage Hemlock Street. A storm sewer project was looked at previously and denied.

David Goliath was present. He is the owner of the apartment buildings. The grade on the parking lot is lower and ponds water that freezes during the winter. The Village continues to remove the ice in Hemlock Street. He was suggesting additional catch basins.

Discussion of the item ensued. If the apartment building were built today it would need a storm pond. The apartment building was built in late 80s which did not have a storm pond requirement at that time. Brian reported on a past quote that was denied. The proposed storm sewer pipe crosses a gas pipeline. The benefitting property owners would be special assessed. The project would be hired out.

Motion by Scott Thielmann to have staff get an updated quote. Second by Tr. Lippold. Tr. Lippold commented to include contact with the gas company.
Vote: 5 ayes, 0 nays. Motion carried.

5. Review of Rate Study Engineering Service Quotes for Jackson Sewer Utility.

Brian Kober presented information for the service sewer rate study.

Motion by Brian Heckendorf, second by Linda Granec to recommend approval of the service sewer rate quotes for the Jackson Sewer Utility with Town and Country Engineering in an amount not to exceed \$4,000.

Vote: 5 ayes, 0 nays. Motion carried.

6. Review of Service Bids for SCADA System Upgrade Project.

Brian Kober reported on the item and introduced Greg Droessler to present summary analysis of the proposals on the SCADA System Upgrade Project. Brian gave history that the server crashed two years ago and then additional issues were discovered. Town and Country was then hired to upgrade the SCADA System.

Greg gave a slide show of information describing the SCADA System.

Greg explained the bid process. There were eight firms that requested plans for the bid. Seven of the eight walked through the plant. Then four actually submitted proposals. Greg reviewed the bid tabulation. InControl, Inc. and L.W. Allen, Inc. were invited to present information to the Village Staff and Engineering Team. Project schedules, customer service, and service calls were reviewed. L.W. Allen project schedule allows the Village to have the project completed

this fall. The project will be funded by the DNR Replacement fund.

Motion by Tr. Olson, second by Linda Granec to recommend approval of the LW Allen quote for the SCADA System Upgrade Project in an amount not to exceed \$506,231.

Vote: 5 ayes, 0 nays. Motion carried.

7. Chateau Drive Reconstruction Project – Update.

Brian Kober reported that the project will be advertised with bid opening to follow. A letter will be sent out to inform property owners of the project and an informal informational meeting prior to the Board of Public Works meeting. Sanitary sewer laterals will be televised, sump pump locations will be verified and meters will be changed out with the project. The project will go before the Village Board on March 14th. Weather permitting the project will begin by April. There will also be new street lights.

8. Review of Engineering Proposal for CTH P and STH 60 intersection.

Brian Kober reported that this back from November meeting. The County stated that they would work with us and the Secretary of Transportation has since retired. Chairperson Olsen requested that the item be added to the Director of Public Works Monthly Report.

9. Director of Public Works report.

Brian Kober gave the report. Motion by Linda Granec, second by Tr. Lippold to place the Director of Public Works report on file.

Vote: 5 ayes, 0 nays. Motion carried.

10. Citizens/Village Staff to Address the Board.

None.

11. Adjourn.

Motion by Scott Thielmann, second by Linda Granec to adjourn at 8:10 p.m.

Vote: 5 ayes, 0 nays. Motion carried.

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

February 23, 2017

Village of Jackson
N168 W20733 Main Street
Jackson, WI 53037

Attention: Brian Kober
Director of Public Works

Subject: Chateau Drive
West of Wilshire Drive
Project No. 161031
Bid Review

Dear Mr. Kober:

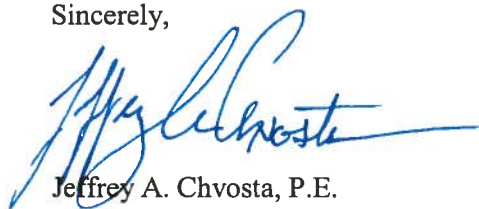
We have evaluated the bids received on February 22nd, 2017 for the Chateau Drive reconstruction project west of Wilshire Drive.

Six bids were received and are shown below:

<u>Company</u>	<u>Bid Total</u>
Buteyn-Peterson Construction Co., Inc.	\$393,277.97
Advance Construction, Inc.	\$402,541.90
Wood Sewer & Excavating, Inc.	\$422,302.00
All-Ways Contractors, Inc.	\$469,428.00
Heartland Construction, Inc.	\$480,026.10
Genesis Excavators, Inc.	\$543,435.90

Buteyn-Peterson Construction Co., Inc. submitted the low bid in the amount of \$393,277.97. Buteyn-Peterson has been the prime contractor on previous projects within the Village of Jackson including the reconstruction of Wilshire Drive last year. Our evaluation of the experience, bid form, and bid bond for Buteyn-Peterson Construction Co., Inc. indicates that they are capable of completing the work required as shown in the contract documents. Therefore, if approved by the Board of Public Works and Village Board, we recommend the award of a contract for the Chateau Drive reconstruction project to Buteyn-Peterson Construction Co, Inc. in the amount of \$393,277.97.

Sincerely,



Jeffrey A. Chvosta, P.E.
Project Engineer
Gremmer & Associates, Inc.

Chateau Drive - Village of Jackson
 Bid Tabulation
 2/22/2017

				Buteyn Peterson		Advance Construction, Inc.		Wood Sewer & Excavating		All-Ways Contractors, Inc.		Heartland Construction, Inc.		Genesis Excavators	
Item No.	Description	Units	Total	Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total
ROADWAY ITEMS															
100.01	Removing Concrete	SY	880	\$2.50	\$2,200.00	\$4.00	\$3,520.00	\$4.00	\$3,520.00	\$4.25	\$3,740.00	\$5.00	\$4,400.00	\$12.60	\$11,088.00
100.02	Removing Curb & Gutter	LF	1300	\$2.75	\$3,575.00	\$3.50	\$4,550.00	\$4.00	\$5,200.00	\$2.45	\$3,185.00	\$3.00	\$3,900.00	\$4.85	\$6,305.00
100.03	Excavation Common	CY	1394	\$14.37	\$20,031.78	\$12.95	\$18,052.30	\$18.00	\$25,092.00	\$18.70	\$26,067.80	\$20.00	\$27,880.00	\$28.20	\$39,310.80
100.04	Base Aggregate Dense 3/4-Inch	TON	470	\$13.14	\$6,175.80	\$12.00	\$5,640.00	\$16.00	\$7,520.00	\$18.75	\$8,812.50	\$17.00	\$7,990.00	\$14.10	\$6,627.00
100.05	Base Aggregate Dense 1 1/4-Inch	TON	1850	\$10.64	\$19,684.00	\$11.00	\$20,350.00	\$13.00	\$24,050.00	\$16.45	\$30,432.50	\$15.00	\$27,750.00	\$15.20	\$28,120.00
100.06	Breaker Run	TON	100	\$14.39	\$1,439.00	\$11.00	\$1,100.00	\$18.00	\$1,800.00	\$26.30	\$2,630.00	\$18.00	\$1,800.00	\$17.40	\$1,740.00
100.07	Concrete Driveway 7-Inch	SY	865	\$40.60	\$35,119.00	\$32.85	\$28,415.25	\$34.00	\$29,410.00	\$32.85	\$28,415.25	\$32.85	\$28,415.25	\$46.10	\$39,876.50
100.08	HMA Pavement LT 58-28 S	TON	750	\$58.61	\$43,957.50	\$58.70	\$44,025.00	\$62.00	\$46,500.00	\$54.50	\$40,875.00	\$58.70	\$44,025.00	\$66.40	\$49,800.00
100.09	Asphaltic Surface Driveway	TON	9	\$179.11	\$1,611.99	\$82.65	\$743.85	\$180.00	\$1,620.00	\$175.00	\$1,575.00	\$82.65	\$743.85	\$213.00	\$1,917.00
100.10	Concrete Curb & Gutter 30-Inch Type D	LF	1320	\$11.45	\$15,114.00	\$12.40	\$16,368.00	\$13.00	\$17,160.00	\$12.40	\$16,368.00	\$12.40	\$16,368.00	\$13.00	\$17,160.00
100.11	Concrete Sidewalk 4-Inch	SF	4550	\$3.90	\$17,745.00	\$3.10	\$14,105.00	\$4.00	\$18,200.00	\$3.10	\$14,105.00	\$3.10	\$14,105.00	\$4.40	\$20,020.00
100.12	Lawn Restoration	SY	1950	\$6.25	\$12,187.50	\$4.50	\$8,775.00	\$5.00	\$9,750.00	\$4.95	\$9,652.50	\$5.00	\$9,750.00	\$5.60	\$10,920.00
100.13	Inlet Protection Type C	LS	10	\$50.00	\$500.00	\$45.00	\$450.00	\$75.00	\$750.00	\$50.00	\$500.00	\$50.00	\$500.00	\$68.10	\$681.00
100.14	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$2,900.00	\$2,900.00	\$1,460.00	\$1,460.00	\$300.00	\$300.00	\$809.00	\$809.00
100.15	Sawing Asphalt	LF	140	\$2.50	\$350.00	\$2.00	\$280.00	\$2.00	\$280.00	\$1.50	\$210.00	\$2.00	\$280.00	\$4.35	\$609.00
100.16	Sawing Concrete	LF	310	\$3.30	\$1,023.00	\$3.00	\$930.00	\$4.00	\$1,240.00	\$2.80	\$868.00	\$3.50	\$1,085.00	\$3.80	\$1,178.00
SUBTOTAL ROADWAY ITEMS					\$183,713.57		\$179,304.40		\$194,992.00		\$188,896.55		\$189,292.10		\$236,161.30
STORM SEWER ITEMS															
200.01	Removing Manholes	EACH	2	\$350.00	\$700.00	\$400.00	\$800.00	\$500.00	\$1,000.00	\$470.00	\$940.00	\$250.00	\$500.00	\$1,420.00	\$2,840.00
200.02	Removing Inlets	EACH	2	\$300.00	\$600.00	\$350.00	\$700.00	\$300.00	\$600.00	\$240.00	\$480.00	\$250.00	\$500.00	\$1,100.00	\$2,200.00
200.03	Removing Storm Sewer	LF	330	\$8.25	\$2,722.50	\$8.00	\$2,640.00	\$8.00	\$2,640.00	\$18.00	\$5,940.00	\$15.00	\$4,950.00	\$23.00	\$7,590.00
200.04	Storm Sewer Pipe PVC SDR-35 4-Inch	LF	1462	\$25.00	\$36,550.00	\$30.00	\$43,860.00	\$24.00	\$35,088.00	\$24.50	\$35,819.00	\$34.00	\$49,708.00	\$34.60	\$50,585.20
200.05	Storm Sewer Pipe Reinforced Concrete 12-Inch	LF	95	\$53.00	\$5,035.00	\$71.00	\$6,745.00	\$55.00	\$5,225.00	\$82.90	\$7,875.50	\$49.00	\$4,655.00	\$58.80	\$5,586.00
200.06	Storm Sewer Pipe Reinforced Concrete 15-Inch	LF	355	\$52.00	\$18,460.00	\$58.00	\$20,590.00	\$65.00	\$23,075.00	\$78.35	\$27,814.25	\$55.00	\$19,525.00	\$71.80	\$25,489.00
200.07	Storm Sewer Pipe Reinforced Concrete 18-Inch	LF	215	\$55.00	\$11,825.00	\$60.50	\$13,007.50	\$69.00	\$14,835.00	\$80.70	\$17,350.50	\$65.00	\$13,975.00	\$75.10	\$16,146.50
200.08	Catch Basins 2.5x3-FT w/ Casting	EACH	4	\$1,532.00	\$6,128.00	\$2,000.00	\$8,000.00	\$1,400.00	\$5,600.00	\$1,950.00	\$7,800.00	\$1,950.00	\$7,800.00	\$2,970.00	\$11,880.00
200.09	Manholes 4-FT Diameter w/ Casting	EACH	3	\$2,079.00	\$6,237.00	\$2,000.00	\$6,000.00	\$2,200.00	\$6,600.00	\$2,660.00	\$7,980.00	\$1,900.00	\$5,700.00	\$3,515.00	\$10,545.00
200.10	Manholes 5-FT Diameter w/ Casting	EACH	1	\$2,702.00	\$2,702.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,880.00	\$2,880.00	\$3,200.00	\$3,200.00	\$3,855.00	\$3,855.00
200.11	Concrete Collar	EACH	2	\$375.00	\$750.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$450.00	\$900.00	\$1,200.00	\$2,400.00	\$678.00	\$1,356.00
SUBTOTAL STORM SEWER ITEMS					\$91,709.50		\$106,342.50		\$98,663.00		\$115,779.25		\$112,913.00		\$138,072.70
SANITARY SEWER ITEMS															
300.01	Adjusting Sanitary Manhole	EACH	3	\$420.00	\$1,260.00	\$1,000.00	\$3,000.00	\$600.00	\$1,800.00	\$1,555.00	\$4,665.00	\$650.00	\$1,950.00	\$1,560.00	\$4,680.00
300.02	Remove & Replace Sanitary Manhole Bench	EACH	3	\$650.00	\$1,950.00	\$800.00	\$2,400.00	\$1,900.00	\$5,700.00	\$3,120.00	\$9,360.00	\$750.00	\$2,250.00	\$3,055.00	\$9,165.00
SUBTOTAL SANITARY SEWER ITEMS					\$3,210.00		\$5,400.00		\$7,500.00		\$14,025.00		\$4,200.00		\$13,845.00
WATER MAIN ITEMS															
400.01	Removing Hydrant	EACH	2	\$350.00	\$700.00	\$200.00	\$400.00	\$600.00	\$1,200.00	\$2,255.00	\$4,510.00	\$450.00	\$900.00	\$2,210.00	\$4,420.00
400.02	Abandoning Water Main	LS	1	\$450.00	\$450.00	\$1,200.00	\$1,200.00	\$1,600.00	\$1,600.00	\$4,690.00	\$4,690.00	\$1,500.00	\$1,500.00	\$4,590.00	\$4,590.00
400.03	Water Main Pipe HDPE 1 1/4-Inch	LF	750	\$66.00	\$49,500.00	\$73.00	\$54,750.00	\$63.00	\$47,250.00	\$93.70	\$70,275.00	\$90.00	\$67,500.00	\$97.50	\$73,125.00
400.04	Water Main Pipe PVC C-900 6-Inch	LF	36	\$48.00	\$1,728.00	\$71.25	\$2,565.00	\$79.00	\$2,844.00	\$73.20	\$2,635.20	\$150.00	\$5,400.00	\$76.20	\$2,743.20
400.05	Water Main Pipe PVC C-900 8-Inch	LF	625	\$73.50	\$45,937.50	\$58.00	\$36,250.00	\$81.00	\$50,625.00	\$72.20	\$45,125.00	\$120.00	\$75,000.00	\$75.30	\$47,062.50
400.06	Gate Valve 6-Inch	EACH	2	\$1,300.00	\$2,600.00	\$900.00	\$1,800.00	\$1,100.00	\$2,200.00	\$1,020.00	\$2,040.00	\$1,650.00	\$3,300.00	\$1,025.00	\$2,050.00
400.07	Gate Valve 8-Inch	EACH	1	\$1,740.00	\$1,740.00	\$1,277.00	\$1,277.00	\$1,500.00	\$1,500.00	\$1,385.00	\$1,385.00	\$1,950.00	\$1,950.00	\$1,395.00	\$1,395.00
400.08	Reducer 8-Inch x 6-Inch	EACH	1	\$350.00	\$350.00	\$240.00	\$240.00	\$400.00	\$400.00	\$319.00	\$319.00	\$300.00	\$300.00	\$319.00	\$319.00
400.09	Anchor Tee 8-Inch x 6-Inch	EACH	1	\$422.00	\$422.00	\$364.00	\$364.00	\$600.00	\$600.00	\$488.00	\$488.00	\$525.00	\$525.00	\$489.00	\$489.00
400.10	Tee 8-Inch x 6-Inch	EACH	1	\$436.00	\$436.00	\$377.00	\$377.00	\$600.00	\$600.00	\$488.00	\$488.00	\$450.00	\$450.00	\$461.00	\$461.00
400.11	Bend 11.25 Degree 8-Inch	EACH	2	\$324.00	\$648.00	\$262.00	\$524.00	\$300.00	\$600.00	\$342.00	\$684.00	\$350.00	\$700.00	\$342.00	\$684.00
400.12	Bend 22.5 Degree 8-Inch	EACH	1	\$334.00	\$334.00	\$271.00	\$271.00	\$400.00	\$400.00	\$351.00	\$351.00	\$350.00	\$350.00	\$351.00	\$351.00
400.13	Bend 45 Degree 8-Inch	EACH	1	\$338.00	\$338.00	\$274.00	\$274.00	\$400.00	\$400.00	\$354.00	\$354.00	\$350.00	\$350.00	\$354.00	\$354.00
400.14	Bend 90 Degree 6-Inch	EACH	1	\$286.00	\$286.00	\$229.00	\$229.00	\$400.00	\$400.00	\$308.00	\$308.00	\$350.00	\$350.00	\$307.00	\$307.00
400.15	Plug 6-Inch	EACH	1	\$129.00	\$129.00	\$110.00	\$110.00	\$200.00	\$200.00	\$227.00	\$227.00	\$350.00	\$350.00	\$225.00	\$225.00
400.16	Connect to Existing Water Main	EACH	2	\$824.00	\$1,648.00	\$1,700.00	\$3,400.00	\$1,500.00	\$3,000.00	\$3,400.00	\$6,800.00	\$3,800.00	\$7,600.00	\$3,335.00	\$6,670.00
400.17	Hydrant	EACH	2	\$3,632.00	\$7,264.00	\$3,700.00	\$7,400.00	\$3,600.00	\$7,200.00	\$4,930.00	\$9,860.00	\$3,500.00	\$7,000.00	\$4,950.00	\$9,900.00
400.18	Polystyrene Insulation 4-Inch	SF	32	\$4.20	\$134.40	\$2.00	\$64.00	\$4.00	\$128.00	\$6.75	\$216.00	\$3.00	\$96.00	\$6.60	\$211.20
SUBTOTAL WATER MAIN ITEMS					\$114,644.90		\$111,495.00		\$121,147.00		\$150,727.20		\$173,621.00		\$155,356.90
BID BOND / TOTAL				YES	\$393,277.97	YES	\$402,541.90	YES	\$422,302.00	YES	\$469,428.00	YES	\$480,026.10	YES	\$543,435.90
SUBMITTED TOTAL												\$480,526.10			

February 1, 2017

«Title» «First_Name» «Last_Name»
«Mailing_Address»
«City», «State» «ZIP_Code»

RE: Reconstruction Project of Chateau Drive – Wilshire Drive to West End

Dear «Title» «Last_Name»:

This letter is a notice for response of your property described with **Tax Key No.** «Tax_Key_No» and located at «**Physical_Address**», Jackson, WI.

The Village of Jackson has hired Gremmer & Associates, for the design of the Street Improvements for Chateau Drive from Wilshire Drive to West End. The project includes of the following items:

- Replacement of existing sanitary sewer and laterals
- Replacement of existing water main and service
- Installation of new storm sewer
- Provide storm sewer laterals for sump pump discharge, per Village Code
- Replacement and installation of new curb and gutter
- Installation of new sidewalk
- Resurface roadway

The Village of Jackson is conducting an informal meeting for the said construction project. The meeting is for discussion on scheduling, conflicts with utility location, and sharing of information. The Village of Jackson would like to take the opportunity to inform all parties involved with the reconstruction project:

**Chateau Drive Reconstruction Project
Informal Information Meeting
Village Hall Board Room
Tuesday, February 28, 2017
6:00 PM**

In order to finalize the design, the Jackson Sewer Utility will televise all sanitary laterals, and the sump pump discharge location will be verified prior to the start of construction. Also, during the onsite visit the Jackson Water Utility will replace the water meter. Please call 262-677-9001 Ext 23 to schedule an appointment.

If you have any questions of the project, and unable to attend the meeting please call me at 262-677-9001 Ext 14.

Sincerely,

Brian W. Kober

Brian W. Kober, P. E.
Director of Public Works

RESOLUTION 17-05

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS, UNDER SECTION 66.0703 OF THE WISCONSIN STATUTES

WHEREAS, the Village Board of the Village of Jackson, Washington County, Wisconsin is pursuing the construction and reconstruction of public improvements consisting of water and sanitary sewer mains; storm sewers; pavement; curb and gutter; and sidewalks and the related improvements and expenses for the benefit of the properties described on Exhibit A hereto.

BE IT RESOLVED, by the Village Board of the Village of Jackson, Washington County, Wisconsin:

1. The Village Board hereby declares its intention to exercise its police power under **Section** 66.0703 of the Wisconsin Statutes to levy special assessments upon the properties described in Exhibit A hereto, for special benefits conferred upon such property by the construction of public improvements consisting of water and sanitary sewer mains; storm sewers; pavement; curb and gutter; and sidewalks and the related improvements and expenses.
2. The Village Board hereby determines that the construction of such improvements is in the best interest of, and for the health and welfare of the municipality and the property benefited by the improvements, and therefore constitutes an exercise of the police power.
3. The amount of such assessments shall be determined and levied upon completion of the construction of public improvements consisting of water and sanitary sewer mains; storm sewers; pavement; curb and gutter; and sidewalks and the related improvements and expenses.
4. The number of installments, rate of interest, and the terms of payment will be included in the Final Resolution after the Public Hearing; which will be held upon completion of the project, when final costs have been determined.
5. Every Special Assessment levied under this Resolution, shall be a lien against the property assessed, from the date of the Final Resolution of the Village Board determining the levy.
6. The Village Engineer shall prepare a report consisting of the following:
 - a. Preliminary of the final plans and specifications for the Public Works.
 - b. An estimate of the entire cost of the proposed improvements.
 - c. A schedule of the proposed properties against which the assessments are to benefit.
 - d. A statement that each property against which the assessments are proposed, has been inspected and is benefited, setting forth the basis of such benefit.
 - e. Upon completion of the report, the Village Engineer shall file a copy with the Village Clerk, and with the Village Treasurer.

7. The Village Clerk shall make a copy of the report available for public inspection.

Introduced by: _____

Seconded by: _____

Vote: ____ Aye ____ Nay

Passed and Approved: _____

Michael E. Schwab, Village President

Attest: _____
Deanna L. Boldrey, Village Clerk-Treasurer

Proof of Posting:

I the undersigned, certify that I posted this Resolution on bulletin boards at the Village Hall, Post Office, and one other location in the Village.

Village Official

Date

Village of Jackson

This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

Memo

To: Board of Public Works
From: Brian W. Kober, P. E., Director of Public Works
Subject: Spring Cleanup Day and Yard Waste/Brush Pickup
Date: December 5, 2016
CC: Village Board

The 2017 Spring Clean-up day is scheduled for Saturday, April 29, 2017 from 9:00 AM to 12:00 PM. The residents will be able to drop off bags of leaves or yard waste, household waste (TV, microwaves, furniture, computers, etc.), and metal. The following is a breakdown of the proposed schedule for chipping and bag pick-up for the year:

Spring Season

Chipping and Bag Pick-up will start on Monday, May 1, 2017 and then each Monday until Tuesday, May 30st.

Fall Season

Chipping and Bag Pick-up will start again on Monday, October 2nd and then each Monday until Monday, November 20th. The crew will continue until the leaves are gone, or the snow flies.

Summer Season

Chipping will only be done during the summer months. Every third Monday has been scheduled: June 19th, July 17th, Aug 14th, and Sept 18th, or after a storm.

Notification will be done on the school sign, in the quarterly newsletter, and the website will be used to inform the residents.

If you have any questions please let me know.

Brian W. Kober, P.E.

W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

February 8, 2017

Mr. Brian Kober, P. E.
Director of Public Works
Village of Jackson
P.O. Box 637
Jackson, WI 53037

RE: Mid Moraine Water Quality Collective
Milwaukee River Watershed TMDL/NR 217

Dear Brian,

Ruekert & Mielke Inc., in partnership with GRAEF, formed the Mid Moraine Water Quality Collective in 2014 in response to the pending Total Maximum Daily Load (TMDL) rule making for the Milwaukee River Basin and more stringent limits on effluent from municipal wastewater treatment facilities (WWTFs). The new limits are outlined in Wisconsin Administrative Code (WAC) Chapter NR 217. From the beginning, the objectives of the group were identified as:

1. Improve water quality for storm water discharges and WWTF effluent.
2. Promote collaboration and resource sharing within the group.
3. Reduce the cost of compliance to rate payers.
4. Give each member community more political leverage through working in a larger group.

There is an opportunity for Jackson to potentially save a significant amount of money to comply with the TMDL and the phosphorus rule requirements by approaching these regulatory challenges in a unique way through the MMWQC. The potential cost savings are from two aspects:

1. Addressing the TMDL and the phosphorus rule at the same time. Some watershed activities to reduce runoff could help Jackson meet both regulations at the same time.
2. Working collaboratively with other municipalities in the watershed.

~40-10050 TMDL/NR 217 > 770 - Village of Jackson > Proposal > Kober-20170208-Milw River Watershed TMDL NR217~1.docx~

Mr. Brian Kober, P. E.
Village of Jackson
February 8, 2017
Page 2

As a review, the project group consists of the following municipalities:

- City of Cedarburg
- City of Mequon
- City of West Bend
- Village of Campbellsport
- Village of Fredonia
- Village of Grafton
- Village of Jackson
- Village of Kewaskum
- Village of Newburg
- Village of Saukville
- Village of Thiensville
- Town of Grafton

We anticipate adding several municipalities to the group in our geographic area in 2017.

The MMWQC also includes non-governmental organizations (NGOs). These are:

- Southeastern Wisconsin Watershed Trust, Inc. (SWEET WATER)
- Sand County Foundation
- Clean Wisconsin
- Milwaukee River Keeper

Ozaukee County and Washington County are also integral members of the MMWQC.

We are excited about the progress and activity completed to date for the MMWQC. In the initial planning phase, the following activities were completed:

1. Four meetings were held as a group. The meetings covered the purpose of the TMDL, general compliance strategies, collaboration strategies, NGO involvement, the workings of the Wisconsin Department of Natural Resources (WDNR) Clean Water Fund, and grant opportunities.
2. We secured a WDNR Urban Storm Water Non-Point Source Planning grant through Ozaukee County. A study is well underway to identify many potential trading sources in and around member communities for total phosphorus (TP) and total suspended solids (TSS) credits. This study is being completed at no cost to Jackson through the WDNR grant and the SWEET WATER matching funds.

Mr. Brian Kober, P. E.
Village of Jackson
February 8, 2017
Page 3

3. We coordinated with another grant program from the Natural Resource Conservation Service. This grant is the Regional Conservation Partnership Program. The focus of this program in our area is to promote filter strips on agricultural land thereby generating phosphorus reduction credits. Two member communities will likely use this program as a partial means of compliance.
4. We compiled river monitoring information from various member communities for TP. Maps showing the numerous monitoring locations were created. A chart was also created for the median TP value throughout the watershed.
5. We created a WWTF TMDL calculator at no charge. This calculator translates the TMDL monthly waste load allocations for each municipality with a WWTF to a concentration based on actual flows.

We are proposing a second planning phase with the MMWQC for 2017. Our scope of services includes:

- Organize an information sharing platform through Google Documents. This platform would only be available to members of the MMWQC. Information such as watershed maps, monitoring results and locations, and the Ozaukee County Urban Storm Water Planning grant potential trading locations would be available through this platform.
- Coordinate and investigate the possibility of a group-specific storm water permit for MS4s. Presently, the MS4s have individual general permits. The group permit would align better with the TMDL requirements compared to the typical general permit. In addition, the permit would promote the collaboration that is integral to a main objective of the MMWQC. The WDNR has provided positive feedback on the concept of the group-specific permit.
- Provide monitoring coordination. At the meeting on October 27, 2016, there was significant interest on better understanding the WDNR's recommended phosphorus monitoring methodology. We will hold a series of workshops where proper monitoring techniques will be covered. In addition, we will explain the WDNR's reasoning for using the data that was used in the draft Milwaukee River Basin TMDL allocations.
- Research and investigate grant opportunities. As grants opportunities are uncovered, we will investigate the feasibility of the grant. Our target program is the Fund For Lake Michigan. Potential activities that grants could support include Geographical Information System Development and standardization for ordinances for reduction in storm water pollutant discharges.

Mr. Brian Kober, P. E.
Village of Jackson
February 8, 2017
Page 4

- Planning and hosting three meetings. This would include administering the meetings in an organized, professional manner and issuing meeting notes.

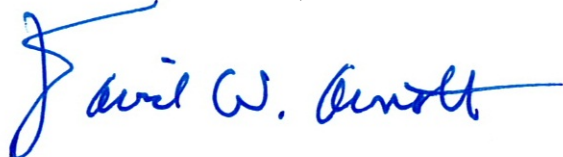
We propose to complete this work on an hourly basis to a maximum amount of \$5,000. This figure includes reimbursable expenses such as mileage and printing. Most of our costs will be split evenly among the participating municipalities. If there is work specifically for Jackson, the costs for this would be invoiced only to the Village. Although R/M and GRAEF have an agreement to approximately split the level of effort in this project, the invoices to Jackson will only come from R/M. R/M will be conducting all the invoicing for simplicity.

The above described professional services will be provided to you in accordance with the attached two page, **Standard Terms & Conditions** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and return an executed copy to our office.

As always, please don't hesitate to call if you have any questions.

Very truly yours,

RUEKERT & MIELKE, INC.



David W. Arnott, P.E. (WI, IL)
Team Leader/Senior Project Manager
darnott@ruekert-mielke.com

DWA:sjs
Enclosure

cc: Matthew J. Bednarski, P. E., GRAEF
File

Mr. Brian Kober, P. E.
Village of Jackson
February 8, 2017
Page 5

CLIENT NAME:

Village of Jackson

By: _____

Title: _____

Date: _____

ATTEST:

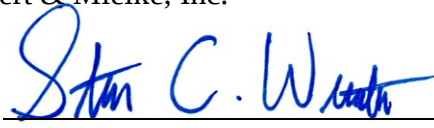
By: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By:  _____

Steven C. Wurster, P.E.

Title: Senior Vice PresidentDate: February 8, 2017

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

Designated Representative:

Name: David W. Arnott, P.E.Title: Team Leader/Senior Project Manager

Phone Number: (262) 542-5733

Facsimile Number: (262) 542-5631

A. Standards of Performance

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

B. Authorized Representative

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

C. Payments to Engineer

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

D. Ownership and Reuse of Documents

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

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

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

I. Access

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

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

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

O. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

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

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT