



WISDOT INFORMATIONAL MEETING BAY SHORE DRIVE OVERSIGHT COMMITTEE MEETING AGENDA

Thursday, February 12, 2015 at 2:00 p.m.
Large Meeting Room – Sister Bay Fire Station – 2258 Mill Road

For additional information check: <http://www.sisterbaywi.info>

In order for everyone to hear the discussion please, turn off your cell phone. Thank you.

Roll Call

1	Dave Lienau		2	Shane Solomon	
3	Pat Duffy		4	Paige Funkhouser	
	<i>Administrator – Zeke Jackson</i>			<i>Finance Director – Juliana Neuman</i>	
	<i>Steve Jacobson – Utility Manager</i>			<i>Steve Mann – Parks Manager</i>	

Comments, correspondence and concerns from the public

Approval of the agenda and the minutes

Business Items:

1. Report on Amendment 3 from Donohue & Associates concerning site observation and other services associated with underground sanitary and water utilities near Gateway Park; Consider a motion to approve Amendment 3 of the Donohue contract.
2. Discussion on temporary street lighting placement by WPS; Consider a motion for action if necessary.
3. Report from DOT on Colored Terrace options; consider a motion to act if necessary.
4. Discussion on a parking layout from WISDOT across from the Sister Bay Marina/Marina Park; consider a motion to act if necessary.
5. Discussion on a recommendation from the Wisconsin Department of Transportation concerning pedestrian safety amenities at the intersection of N. Bay Shore Drive and Sister Bluff Drive; consider a motion to act if necessary.
6. Discussion with DOT on detour route; consider a motion to act if necessary.
7. Discussion on Overview of construction staging; consider a motion to act if necessary.
8. Discussion on Village View Retaining Wall aesthetics; consider a motion to act if necessary.
9. Discussion on spring business coordination efforts; consider a motion to act if necessary.
10. Matters to be placed on a future agenda or referred to a Committee, Official or Employee.

Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above scheduled to be considered by the governmental body listed above can be directed to Zeke Jackson, Village Administrator at 920-854-4118 or at zeke.jackson@sisterbaywi.gov.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Sister Bay Village Administrator at 854-4118, (FAX) 854-9637, or by writing to the Village Administrator at the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administration Building during operating hours. (8 a.m. – 4 p.m. weekdays).

I hereby certify that I have posted a copy of this agenda at the following locations:	
<input type="checkbox"/> Administration Building	<input type="checkbox"/> Library <input type="checkbox"/> Post Office
_____/_____	
Name	Date

BAY SHORE DRIVE OVERSIGHT COMMITTEE
MEETING MINUTES
THURSDAY, SEPTEMBER 11, 2014
(Approval Pending)

The September 11, 2014 meeting of the Bay Shore Drive Reconstruction Oversight Committee was called to order by Committee Chair Dave Lienau at 2:00 PM.

Present: Committee Chair Dave Lienau, Members Pat Duffy, and Paige Funkhouser, Village Administrator Zeke Jackson, Parks Manager Steve Mann, Utilities Manager Steve Jacobson, Utility Clerk Martha Baker.

Also Present: Mike Valleskey, Dale Swanson, Jeff Pelischek, Dave Walsch and Steve Harvey of Wisconsin Public Service, Mike Maltby of Action Electric, Dick Endsley and Russ Ryan of Frontier Communications, Nick Frase of Charter Communications, and residents Heather Olson, Greg Casperson, Jim Kendrick, Ken Church, James Johnson, Drew Bickford, and John Sawyer.

Absent: Member Shane Solomon.

Comments, correspondence and concerns from the public:

None.

Approval of the Agenda and the Minutes:

Duffy moved to approve the agenda of the September 11, 2014 meeting. Funkhouser seconded the motion and all voted Aye. Funkhouser moved to approve the minutes of the July 16, 2014 Bay Shore Drive Oversight Committee meeting as presented. Duffy seconded the motion and all voted Aye.

Business Items:

1. Consider Approval of Lighting Fixtures for Decorative Lighting for Bay Shore Drive Project; Discussion and Motion for Action if Necessary.

Jackson presented the committee with information regarding an upgrade of accessory lighting poles to be placed in the Village. The recommended fixtures would be an additional cost of approximately \$10,000. After a short discussion Lienau made a motion to approve of the additional fixtures. Duffy seconded the motion and all voted Aye.

2. Presentation by Wisconsin Public Service Corp. and Village regarding burial of overhead utility lines on Bay Shore Drive.

Jackson introduced Mike Valleskey of Wisconsin Public Service Corp. to the members of the community attending the meeting. He also introduced representatives from Charter Communications, Frontier Communications, Wisconsin Public Service Corp., and Action Electric, all of whom were present to answer questions regarding the burial of utilities in the Village. Valleskey presented a schedule of the work to be done and graphics of the work planned. Jeff Pelischek of Wisconsin Public Service Corp. discussed traffic flow during construction. Valleskey then talked about the switch-over of service and explained that there will be dual service for a short period. Dave Walsh discussed plants near boxes, saying plants need to be eight to ten feet away from utility boxes keeping them accessible for maintenance. He said the WPS will remove plants but will not replace them. Russ Ryan of Frontier Communications made attendees aware that there will be utility boxes placed for electric service as well as for communications, noting there could be up to three boxes in one location. Attendee Greg Casperson asked about his right-of-way and wondered if it would be cut back and also asked what would happen if the foundation of his building was damaged during trenching. He was told the contractors will have insurance. Attendee Ken Church asked what kinds of pads would be used for the boxes and was told concrete. He then

1 asked if electric and communications boxes would share a pad. He was told they would not. He
2 then expressed concern that the boxes will be scattered and that they are not constructed to last
3 very long and become unsightly. Attendee James Johnson asked what happens if a property owner
4 does not wish to have a communications box on his/her property. He was told property owners
5 have no choice in box placement because of easements. A property owner does not have to con-
6 nect to service but service will be made available nonetheless. Jacobson asked about the remedia-
7 tion plans for after the installation. Jackson stated they are still in the design phase and won't have
8 that answer until designs are finalized. Jacobson expressed a desire to see remediation plans in
9 writing regarding the burial of electric utilities. Jackson will send easement agreements with esti-
10 mates and finalized service designs. Jackson stated that the Village Board has approved an ex-
11 penditure of up to \$45,000.00 for installation of electric utility lines to the properties. Charter and
12 Frontier will install lines at their own cost. Mike Maltby of Action Electric said he will be refining
13 estimates and walking properties in the very near future.
14

15 **3. Matters to be placed of future agenda or referred to a Committee, Official or Employee.**

16 Jackson will send easement agreements with estimates and finalized service designs.
17

18 **Adjournment:**

19 At 2:48 PM Funkhouser moved that the meeting be adjourned. Duffy seconded the motion and all
20 voted Aye.
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23 Respectfully submitted,
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26 Martha Baker
27 Utility Clerk
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29 Name: i:\files\active\agendas\bay shore\2014\2014_07\071614 bsd oversight com. meeting minutes - unapproved v
30 version1.doc Created: 07/25/2014 11:28 AM Printed: 2/5/2015 1:57 PM Author: Martha Baker

Local Cost Tracking for Village of Sister Bay

(Preliminary)

Project I.D. 4610-06-00

WIS 42 Reconstruction

Description	Quantity	Estimated Unit Price	Total Cost
Village Costs:			
Parking Lane Items			
Concrete (SY)	1848	\$23.50	\$43,428.00
Base Aggregate (Ton)	616	\$9.75	\$6,006.00
Trench Blasting for Municipal Utilities			
Trench Blasting (LF)	504	\$28.00	\$14,112.00
Lighting System - Updated estimate to be provided by Village			
Per Light (Each)	40	\$4,000.00	\$160,000.00
Storm Sewer Costs			
Mainline Upsize (LS)	1	\$108,826.00	\$108,826.00
Sunset Storm (LF) - 24" Dia.	155	\$62.00	\$9,610.00
Storm Laterals (LF)	437	\$40.00	\$17,480.00
Adding Storm Sewer plus Laterals (LS)	1	\$15,320.00	\$15,320.00
Vortechnic Units (LS) *	1.27	\$40,000.00	\$50,800.00
Backflow Preventers (Each)			
Casperson Pipe Liner (LF)	130	\$154.00	\$20,020.00
Village Credits:			
WisDOT Storm Sewer Maintenance Credit (2005 to 2014)			
	Original Credit =		\$275,000.00
	+ 4% per year Interest =		\$116,415.00
Storm Sewer Placement Credit - Scandia to Marina Park Outfall (Estimate to be verified)			
			\$33,158.00
Storm Sewer Upsizing Credit - Beach Park Outfall (Estimate to be verified)			
			\$26,485.00
Summary:			
Total Village Costs =			\$445,602.00
Total Village Credits =			\$451,058.00
Balance =			-\$5,456.00

* For Beach Park unit, village pays for 35%. For Marina Park unit, village pays for 92%. $0.92+0.35 = 1.27$

 <p style="text-align: center;">#1 REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT</p> <p style="text-align: center;"><i>This agreement supersedes the agreement signed by the Municipality on August 4, 2008.</i></p>	Revised Date: January 6, 2015 Date: June 27, 2008 I.D.: 4610-06-00 / 71 Road Name: STH 42 Limits: STH 42, Village of Sister Bay Country Walk Drive – Scandia Road County: Door Roadway Length: 0.77
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The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing asphaltic pavement will reach its service life by 2012. The Village has conducted a comprehensive utility capital improvement analysis indicating that new sanitary, water and storm systems should be located under STH 42. A section of storm sewer has failed resulting in the Village replacing a portion of it. From STH 57 to the west no storm sewer exists and a paved ditch handles storm flow. No sidewalk exists from STH 57 to Country Walk Lane where a multi-use path is available.

Proposed Improvement - Nature of work: This project will be a full reconstruction of the existing roadway within the project limits. Improvements include new storm sewer, base aggregate, concrete pavement, curb and gutter, sidewalks, and lighting. The urban section will be extended from STH 57 to Country Walk Drive. The slope of the roadway between STH 57 and Gateway Drive will be lowered through rock blasting. STH 57 will be reconstructed from STH 42 to Canterbury Lane and Gateway Drive will be reconstructed between STH 42 and STH 57, both roadways with asphalt pavement. This project will include minor sanitary sewer and watermain relocations; however most of this work will be completed by the village under a separate project prior to this project. The village is also entering into separate agreements with private utility companies to relocate facilities underground.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The village will complete most sanitary sewer and watermain construction prior to this project. Sanitary sewer and watermain items not completed by the village prior to construction will be done as part of this project. This project will also complete a pipe lining for a private storm system from Casperson Pond. The village is also working independently with private utility companies on the burial of overhead utilities prior to the start of this project.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 300,000	\$ 300,000	100%	\$ -	
Real Estate Acquisition: Acquisition	\$ 1,100,000	\$ 1,100,000	100%	\$ -	0%
Compensable Utilities	\$ 2,510	\$ 2,510	100%	\$ -	0%
Construction: Participating Roadway (Cat. 0010)	\$ 3,000,000	\$ 3,000,000	100%	\$ -	0%
New Lighting (Cat. 0030)	\$ 217,303				
Priority 1 - Regular		\$ 138,743	Capped	\$ -	0%
Priority 2 - CSS		\$ 78,560	Capped	\$ -	0%
Priority 3 - Local Funds		\$ -	0%	Unlimited	100%
Colored and Stamped Concrete (Cat. 0040)	\$ 11,440	\$ 11,440	Capped	Unlimited	100%
Construction: Non-Participating Sanitary and Water (Cat. 0020)	\$ 112,782	\$ 112,782	Capped	\$ 2,894	100%

Total Cost Distribution \$ **4,744,035** \$ **4,744,035** \$ **2,894** Note 1.

Note 1: Several Municipal cost share items have been included in the federal/state fund columns due to credits owed to the Municipality. These are outlined in "Section 9. Basis for local participation".

This request is subject to the terms and conditions that follow (pages 3 – 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the Village of Sister Bay (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.

- (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for federal/state participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, fences, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Regulate and prohibit, by ordinance, parking at all times on STH 42 between Country Walk Drive and STH 57.
 - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (h) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction. The State will provide inspection for the trenching and backfill operations related to these system installations. The Municipality will be responsible for all layout, staking, system testing, and other oversight of the specific sanitary sewer and water system construction. The Municipality shall coordinate with the State and provide necessary documentation for the project records.
 - (i) Maintain all Community Sensitive Solutions and/or enhancement funded items.
 - (j) Coordinate with the State on changes to highway access within the project limits.
 - (k) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (l) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation:

The below items are estimated costs based on unit price historical data. Actual costs to the Municipality will be based upon unit costs by the successful bidder on the project. This agreement will be updated after project letting to reflect any changes.

- Parking Lane Costs

In accordance with WisDOT's Program Management Manual, Chapter 03-25-05, the cost of reconstructing parking lanes is 100% local responsibility. The estimated cost of parking lane facilities, as requested by the municipality and incorporated into the plans, are shown below.

Concrete: (1848 SY) x \$36.65/SY = \$67,729.20

Base Aggregate: (616 Ton) x \$9.50/Ton = \$5,582.00

Municipality Cost = \$73,581.20

- **Blasting for Municipal Utilities**

This project will incorporate blasting in rock areas for the Municipality's sanitary sewer and watermain items not previously completed by the Municipality. These costs are computed as follows:

Municipality Cost = (560 LF of trench) x (\$28.00/LF) = \$15,680.00

- Storm Sewer Systems

- Vortechnic Units – This project will include the installation of two vortechnic units for storm water treatment prior to the discharge points, as previously requested by the Municipality. The costs will be split by the Municipality and State based on the percentage of the storm water responsibility in the system. These costs are computed as follows:

Unit 1:

Estimated Cost of Vortechnic Unit = \$37,500.00

Percentage of Municipal Storm Water = 35%

Municipality Cost = \$37,500 x 35% = \$13,125.00

Unit 2:

Estimated Cost of Vortechnic Unit = \$37,500.00

Percentage of Municipal Storm Water = 92%

Municipality Cost = \$37,500 x 92% = \$34,500.00

- Mainline Storm Sewer – Due to stormwater entering into the project area from outside the roadway improvement, the mainline storm sewer will be upsized to accommodate the flow that is the responsibility of the Municipality. The estimate of cost difference between the storm sewer system without and with municipal water combined is shown in "Attachment A – Mainline Storm Sewer Cost Estimate".

Municipality Cost = \$79,275.50

- Storm Sewer on Sunset Drive – As part of the project, storm sewer within the project limits on Sunset Drive will be replaced. This work is considered 100% Municipality cost. These costs are computed as follows:

Municipality Cost = (150 LF of 24" Concrete Pipe) x (\$57/LF) = \$8,550.00

- Storm Sewer Laterals – As requested by the Municipality, this project will include the installation of storm sewer laterals at locations identified by the Municipality. This work is considered 100% Municipality cost. These costs are computed as follows:

$$\text{Municipality Cost} = (76 \text{ LF of Lateral Pipe}) \times (\$35/\text{LF}) = \mathbf{\$2,660.00}$$

- Casperson Pond Pipe Maintenance

As part of this project, a pipe liner will be placed from the western roadway right of way on STH 42 to the outfall at the marina. This work is considered 100% Municipality cost. These costs are computed as follows:

$$\text{Cost} = (134 \text{ LF of Pipe}) \times (\$122/\text{LF Liner Costs}) = \$16,348.00$$

$$\text{Municipality Cost} = \mathbf{\$16,348.00}$$

- Lighting

In accordance with WisDOT's Program Management Manual, Chapter 03-25-05, the cost of a new continuous street lighting system is eligible for 50% state/federal funding based on the cost of a WisDOT standard lighting system. WisDOT will participate in the costs of a new system only if it is installed at the time of project construction, except as it may qualify under special funding programs specifically for lighting. The Municipality is responsible for the remaining 50% of the lighting system costs.

Lighting system for the project was designed through Donohue & Associates, a consulting firm acting as the engineer on behalf of the Municipality. The total cost for the lighting system, based on quantities from Donohue and unit prices by DOT, is estimated at \$217,303.15. See "Attachment B – Lighting Estimate" for additional information. Costs in excess of the WisDOT standard light system are eligible under CSS funding, as specified further below. Lighting Costs are summarized as follows:

WisDOT Standard Light System Cost:

$$15 \text{ Poles} \times \$5,000/\text{pole} = \$75,000.00$$

**Cost/pole includes all incidental items for completion of the system (wire, cabinet, etc.)

Base on a 50/50 cost share, the cost of a standard system are:

$$50\% \text{ WisDOT Funding} = \$37,500.00$$

$$50\% \text{ Municipality Funding} = \$37,500.00$$

Costs eligible for CSS funding = (Total Cost of Designed System) – (50% State Funding of Standard System) – (50% Municipality Funding of Standard System) = \$142,303.15

$$\text{Municipality Cost} = \mathbf{\$37,500}$$

- Community Sensitive Solutions (CSS):

This project has a CSS participation up to 3% of roadway construction costs. This percentage may be applied towards colored and/or stamped concrete, decorative lighting features, or other items that meet application of these funds via WisDOT policy. Based on construction cost estimates, the available CSS funds for this project is estimated to be \$90,000.00. Costs in excess of this amount will be 100% responsibility of the Municipality.

Current items under the CSS participation include and are estimated as follows:

- Colored Concrete:

$$\text{Cost estimate} = 46 \text{ CY} \times \$52/\text{CY} = \$2,392.00$$

- Stamped and Colored Concrete:

Cost estimate = 174 CY x \$52/CY = \$9,048.00

- Decorative Lighting:

Per (e) Lighting above, the total amount eligible for CSS participation is \$142,303.15.

Total estimated CSS costs = (Colored Concrete Cost) + (Stamped and Colored Concrete Cost) +
(Decorative Lighting Cost) = \$153,743.15

Total Municipality Cost = (CSS Cap) – (Total estimated CSS costs) = \$90,000.00 – \$153,743.15

Municipality Cost = \$63,743.15

- **Sanitary Sewer and Watermain Items**

Sanitary sewer and watermain for the project was designed through Donohue & Associates, a consulting firm acting as the engineer on behalf of the Municipality. The total cost for these items, as provided by Donohue & Associates, is estimated at \$112,782.00. See “Attachment C – Sanitary Sewer and Watermain Estimate” for additional information.

Municipality Cost = \$112,782.00

- Mill Road West, 6(f) Property Parking Lot – This project has required the need to purchase new parkland areas due to impacts of existing parkland covered under 6(f) restrictions. As part of the new purchase and through coordination with the Municipality, a parking lot will be constructed by the State project on behalf of the Municipality. Any excess credits due to the Municipality from this project will be applied towards the construction of that parking lot. Any additional costs for the parking lot, beyond the credit amounts, will be covered by the State as part of the commitment to the 6(f) conversion process. The estimated cost for the parking lot is \$70,000.
- Municipality Storm Sewer Credit:

The original agreement negotiated a credit with the Municipality for conducting repairs on the existing storm sewer system which collapsed in 2005. This agreement provided for a credit of \$275,000 in 2005 dollars, to be increased at 4% per year through 2012 (anticipated construction year). This will be extended to 2015, the current anticipated construction year. The credit to the Municipality in 2015 dollars is \$407,068.00.

The Municipality is also receiving credit for the installation of storm sewer, as installed under a separate project by the Municipality but as a benefit to this project. The credits are computed for the difference in cost of the storm sewers, between the size required for State only and the size required for a combined system.

- Scandia Road to Marina Park Outfall – This system was installed with the 2013-2014 public utilities project by the Municipality. The storm sewer was installed to the size required for the combined system however needed to be placed to facilitate drainage of new systems on Scandia Road being constructed prior to this project. The credit to the Municipality is \$11,360.00. See “Attachment D – Scandia Road to Marina Park Outfall Credit Computation Worksheet” for additional information.
- Beach Park Outfall – This system will be installed by the Municipality as part of the Municipality’s beach project, prior to May 2015. The storm sewer will be placed by the Municipality to minimize additional impacts to the beach after their project is complete. The storm sewer system is to be sized appropriately to handle both Municipality and State stormwater in a combined system. The credit to the Municipality is estimated at \$36,423.00 and a final credit

will be based off actual bid costs to the Municipality. See “Attachment E – Beach Park Outfall Credit Computation Worksheet” for additional information.

These credits are for this project specifically and any remaining credits following the completion of this project will be terminated. These funds will be used to fund the items identified above as Municipality costs. These are estimated as follows:

Item	Category	Cost	Balance
Initial Credit to the Municipality			\$407,068.00
Municipality Credit - Scandia Road to Marina Park Outfall		(\$11,360.00)	\$418,428.00
Municipality Credit - Beach Park Outfall		(\$36,423.00)	\$454,851.00
Parking Lane Costs	0010	\$73,581.20	\$381,269.80
Blasting for Municipal Utilities	0010	\$15,680.00	\$365,589.80
Storm Sewer Systems			
Vortechnic Units	0010	\$47,625.00	\$317,964.80
Mainline Storm Sewer	0010	\$79,275.50	\$238,689.30
Storm Sewer on Sunset Drive	0010	\$8,550.00	\$230,139.30
Storm Sewer Laterals	0010	\$2,660.00	\$227,479.30
Casperson Pond Pipe Maintenance	0010	\$16,348.00	\$211,131.30
Lighting	0030	\$37,500.00	\$173,631.30
Community Sensitive Solutions (CSS)	0040	\$63,743.15	\$109,888.15
Sanitary Sewer and Watermain	0020	\$112,782.00	-\$2,893.85
Mill Road West - 6(f) Conversion Parking Lot (See Page 7)		\$0.00	-\$2,893.85

Based on the above items, the total cost to the village is estimated at \$2,893.85.

[END]

Attachment A - Mainline Storm Sewer Cost Estimate

South System:

location	Structure to Structure		Station to Station		Length LF	Size		Cost		Difference		
						without village water	with village water	without village water	with village water			
STH 42 SS ML	21.0	-	22.0	622+24	-	622+92	69	42"	43" x 68"	\$ 8,487.00	\$ 13,662.00	\$ 5,175.00
STH 42 SS ML	22.0	-	23.2	622+92	-	624+25	133	42"	43" x 68"	\$ 16,359.00	\$ 26,334.00	\$ 9,975.00
STH 42 SS ML	23.2	-	24.2	624+25	-	625+72	147	42"	43" x 68"	\$ 18,081.00	\$ 29,106.00	\$ 11,025.00
STH 42 SS ML	24.2	-	32.0	625+72	-	626+23	51	42"	43" x 68"	\$ 6,273.00	\$ 10,098.00	\$ 3,825.00
STH 42 SS ML	32.0	-	33.0	626+23	-	626+31	35	42"	43" x 68"	\$ 4,305.00	\$ 6,930.00	\$ 2,625.00
STH 42 SS ML	33.0	-	Outfall	626+31	-	Outfall	30	42"	43" x 68"	\$ 3,690.00	\$ 5,940.00	\$ 2,250.00
STH 42 SS ML	21.0	-		622+24	-		-	8' dia	10' dia	\$ 5,400.00	\$ 11,200.00	\$ 5,800.00
STH 42 SS ML	22.0	-		622+92	-		-	6' dia	10' dia	\$ 3,350.00	\$ 11,200.00	\$ 7,850.00
STH 42 SS ML	23.2	-		624+25	-		-	6' dia	10' dia	\$ 3,350.00	\$ 11,200.00	\$ 7,850.00
STH 42 SS ML	24.2	-		625+72	-		-	6' dia	10' dia	\$ 3,350.00	\$ 11,200.00	\$ 7,850.00
STH 42 SS ML	32.0	-		626+23	-		-	8' dia	10' dia	\$ 5,400.00	\$ 11,200.00	\$ 5,800.00
STH 42 SS ML	33.0	-		626+31	-		-	8' dia with weir	10' dia with weir	\$ 6,600.00	\$ 12,400.00	\$ 5,800.00
										\$ 148,706.10	\$ 224,531.10	\$ 75,825.00

North System:

location	Structure to Structure		Station to Station		Length LF	Size		Cost		Difference		
						without village water	with village water	without village water	with village water			
STH 42 SS ML	43.0	-	44.2	636+67	-	637+21	54	24"	24" x 38"	\$ 3,078.00	\$ 5,076.00	\$ 1,998.00
STH 42 SS ML	44.2	-	V4	637+21	-	638+94	173	24"	27"	\$ 9,861.00	\$ 9,428.50	\$ (432.50)
STH 42 SS ML	43.0	-		636+67	-		-	4' dia	6' dia	\$ 1,860.00	\$ 3,350.00	\$ 1,490.00
STH 42 SS ML	44.2	-		637+21	-		-	4' dia	5' dia	\$ 1,860.00	\$ 2,255.00	\$ 395.00
										\$ 16,659.00	\$ 20,109.50	\$ 3,450.50

Estimated Costs

Size	Estimated Cost/LF
24"	\$57.00
27"	\$54.50
36"	\$114.00
42"	\$123.00
24" X 38"	\$94.00
43" X 68"	\$198.00

Pipes	\$ 126,200.10	\$ 157,765.60	\$ 31,565.50
Structures	\$ 25,770.00	\$ 62,805.00	\$ 37,035.00
Total	\$ 165,365.10	\$ 244,640.60	\$ 79,275.50

Attachment B - Lighting Estimate

LIGHTING ITEMS

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
650.8500	CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS PROJECT 4610-06-71	1	LS	\$ 380.00	\$ 380.00
652.0215	CONDUIT NONMETALLIC SCHEDULE 40 1 1/4-INCH	5632	LF	\$ 3.65	\$ 20,556.80
654.0105	CONCRETE BASES TYPE 5	34	EACH	\$ 595.00	\$ 20,230.00
654.0200	CONCRETE CONTROL CABINET BASES TYPE 6	1	EACH	\$ 1,010.00	\$ 1,010.00
655.0610	ELECTRICAL WIRE LIGHTING 12 AWG	2754	LF	\$ 0.50	\$ 1,377.00
655.0615	ELECTRICAL WIRE LIGHTING 10 AWG	9808	LF	\$ 0.60	\$ 5,884.80
655.0620	ELECTRICAL WIRE LIGHTING 8 AWG	5740	LF	\$ 0.80	\$ 4,592.00
655.0625	ELECTRICAL WIRE LIGHTING 6 AWG	850	LF	\$ 1.15	\$ 977.50
655.0630	ELECTRICAL WIRE LIGHTING 4 AWG	5549	LF	\$ 1.25	\$ 6,936.25
655.0635	ELECTRICAL WIRE LIGHTING 2 AWG	11193	LF	\$ 1.60	\$ 17,908.80
656.0200	ELECTRICAL SERVICE METER BREAKER PEDESTAL	1	LS	\$ 850.00	\$ 850.00
659.2130	LIGHTING CONTROL CABINET 120/240 30-INCH	1	EACH	\$ 7,000.00	\$ 7,000.00
SPV.0060.06	DECORATIVE LIGHT POLES AND ASSEMBLIES	34	EACH	\$ 3,750.00	\$127,500.00
SPV.0060.07	SALVAGED DECORATIVE LIGHT POLES	7	EACH	\$ 300.00	\$ 2,100.00
TOTAL					\$217,303.15

Engineers Estimate of Probable Construction Cost

Village of Sister Bay

Donohue Project Number: 12032

WisDOT Project Number: 4610-06-71



No.	Item	Qty	Unit	Unit Price	Price
	Removing Manholes	1	EA	\$ 250.00 \$ per EA	\$ 250.00
SPV.0090.05	8" Sanitary Sewer	10	LF	\$ 73.00 \$ per LF	\$ 730.00
SPV.0090.06	10" Sanitary Sewer	586	LF	\$ 78.00 \$ per LF	\$ 45,708.00
SPV.0090.07	Sanitary Sewer Televising	586	LF	\$ 2.00 \$ per LF	\$ 1,172.00
SPV.0090.08	Sanitary Lateral 4-inch	42	LF	\$ 40.00 \$ per LF	\$ 1,680.00
SPV.0060.02	Sanitary Manhole Outside Drop Special	2	EA	\$ 5,000.00 \$ per EA	\$ 10,000.00
SPV.0060.05	Sanitary Manhole Special	2	EA	\$ 2,500.00 \$ per EA	\$ 5,000.00
SPV.0060.01	Sanitary Manhole Frame & Lid Special	4	EA	\$ 200.00 \$ per EA	\$ 800.00
SPV.0090.02	Water main 6-inch DIP Special	30	LF	\$ 44.00 \$ per LF	\$ 1,320.00
SPV.0090.03	Water main 8-inch DIP Special	334	LF	\$ 58.00 \$ per LF	\$ 19,372.00
SPV.0090.04	Water main 10-inch DIP Special	90	LF	\$ 70.00 \$ per LF	\$ 6,300.00
SPV.0090.01	Water service 1-inch copper special	39	LF	\$ 30.00 \$ per LF	\$ 1,170.00
SPV.0060.04	Water Service Connection Set	1	EA	\$ 550.00 \$ per EA	\$ 550.00
	Backfill Granular	350	CY	\$ 5.00 \$ per CY	\$ 1,750.00
SPV.0180.01	Insulating Water Main	209	SY	\$ 45.00 \$ per SY	\$ 9,405.00
SPV.0030.03	Exposing Existing Water Main	10	EA	\$ 500.00 \$ per EA	\$ 5,000.00
Total					\$ 110,207.00

Work in Purchased R/W (quantity included in table above)

No.	Item	Qty	Unit	Unit Price	Price
SPV.0180.01	Insulating Water Main	25	SY	\$ 45.00 \$ per SY	\$ 1,125.00
	Backfill Granular	40	CY	\$ 5.00 \$ per CY	\$ 200.00
	Engineering			Utility total	\$ 1,325.00
					\$ 1,185.00
Compensable total					\$ 2,510.00

Estimates based on Donohue bidding history, namely the bidding history for the first phase of utility work on STH 42 in the winter construction season 2013/2014.

Attachment D - Scandia Road to Marina Park Outfall Credit Computation Worksheet

WisDOT portion of storm sewer from Scandia Road to Marina Park Outfall

Item	With WisDOT Stormwater				Village Only			
	Quantity	Unit	Actual Unit Cost	Total Cost	Quantity	Unit	Actual Unit Cost	Total Cost
Storm Sewer Pipe Reinforced Concrete Class IV 27-Inch	109	LF	\$53.00	\$5,777.00	353	LF	\$53.00	\$18,709.00
Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	244	LF	\$68.00	\$16,592.00	0	LF	\$68.00	\$0.00
Manholes 4-FT Diameter	0	EACH	\$1,860.00	\$0.00	0	EACH	\$1,860.00	\$0.00
Manholes 5-FT Diameter	1	EACH	\$2,300.00	\$2,300.00	3	EACH	\$2,300.00	\$6,900.00
Manholes 6-FT Diameter	3	EACH	\$3,000.00	\$9,000.00	0	EACH	\$3,000.00	\$0.00
Apron Endwall with Grate, 27-Inch	0	EACH	\$700.00	\$0.00	1	EACH	\$700.00	\$700.00
Apron Endwall with Grate, 36-Inch	1	EACH	\$4,000.00	\$4,000.00	0	EACH	\$4,000.00	\$0.00
Total				\$37,669.00				\$26,309.00

Difference in Cost Between With WisDOT and Village Only = \$11,360.00

Attachment E - Beach Park Outfall Credit Computation Worksheet

Beach Park - WisDOT Stormwater versus Village Stormwater Only

Item	With WisDOT Stormwater				Village Stormwater Only			
	Quantity	Unit	Estimated Unit Cost	Total Cost	Quantity	Unit	Estimated Unit Cost	Total Cost
Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	111	LF	\$83.00	\$9,213.00	184	LF	\$83.00	\$15,272.00
Storm Sewer Pipe Reinforced Concrete Class IV 54-Inch	144	LF	\$220.00	\$31,680.00	0	LF	\$220.00	\$0.00
Manholes 6-FT Diameter	0	EACH	\$3,350.00	\$0.00	3	EACH	\$3,350.00	\$10,050.00
Manholes 7-FT Diameter	1	EACH	\$5,852.00	\$5,852.00	0	EACH	\$5,852.00	\$0.00
Manholes 8-FT Diameter	1	EACH	\$5,400.00	\$5,400.00	0	EACH	\$5,400.00	\$0.00
Apron Endwall with Grate, 30-Inch	3	EACH	\$800.00	\$2,400.00	1	EACH	\$800.00	\$800.00
Storm Sewer Junction Box	1	EACH	\$8,000.00	\$8,000.00	0	EACH	\$8,000.00	\$0.00
Total				\$62,545.00				\$26,122.00

Difference in Cost Between With WisDOT and Village Only = \$36,423.00

Zeke Jackson

From: Kuehlmann, Tammy <tkuehlmann@donohue-associates.com>
Sent: Thursday, January 29, 2015 12:11 PM
To: Zeke Jackson
Subject: Donohue contracts
Attachments: Final Sister Bay Contracts.pdf

The attached file has the pdf of the contract and two amendments.

As I mentioned yesterday, the construction administration is an approximate number of hours based on our best estimate for construction sequencing and construction production rates. When we put together these large, multi-year contracts, we try to be as realistic as possible without being overly conservative. In the field, we want to be as efficient as possible, knowing that we have to be there when the contractor is working. In this case, the sequencing is very different than we originally anticipated. We are also building in areas that weren't originally planned because some of the work is based solely on the need to move as a result of DOT work.

I also looked at the SMA. Note that the "blasting for municipal utilities" (\$15,680) was deducted from your municipal credit. "Sanitary Sewer and Watermain" construction (\$112,782) was also deducted from the credit. Without this construction, you would have had over \$125,000 of credit unused. In the end, the Village's cost is about \$3,000 for the work remaining. That is fantastic. I think DOT is being really fair to the Village. Yes, the cost for construction oversight (Donohue's time) is higher as it isn't as efficient, but the big picture is very favorable for Sister Bay.

If you need me to come up to a meeting, I am pretty open in February except for Tuesday nights. Feb 10 is the exception – that's ok. Thursday Feb 19 doesn't work. I have a public meeting in Sturgeon Bay.

Tammy Kuehlmann, PE
Donohue & Associates, Inc.
3311 Weeden Creek Road, Sheboygan, WI 53081
Direct (920) 803-7364
General Office (920) 208-0296
tkuehlmann@donohue-associates.com

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VILLAGE OF SISTER BAY BOARD REPORT

For additional information: <http://intranet.sisterbay.com>

Meeting Date: 05/10/11
Item No. 6

Recommendation: That the Board accepts the recommendation of the Bay Shore Oversight Committee and approves the engineering services with Donohue and Associates.

Background: Back in 2004 at the completion of the Bay Shore Storm Water project the Village became aware that the State Department of Transportation planned on reconstructing Bay Shore Drive in the downtown in 2012. Due to the efforts of the Village's engineers the State granted the Village a credit of \$350,000 towards the future project costs due to the Village's participation in addressing storm water problems that were the State's responsibility. This was the first step towards a partnership with the State on a project that would have a major impact on the Village.

During the period 2005-2008, the Village continued to plan for future growth. Significant storm water flooding in the spring of 2005 lead to the creation of the Comprehensive Utility Plan Advisory Committee. CUPAC as it came to be known worked for the next two years to develop a twenty plus year plan to deal with issues of growth regarding water distribution and storage; wastewater collection and transmission and storm water. One of the major results of that study was the identification of several sanitary sewer lines that had or were close to exceeding their capacity. The study looked at different growth scenarios and developed different alternative alignments for solving the problems. The critical problem area started at the site of the former Helms motel on Mill Road and extended behind Al Johnson's north to the main lift station. In the 1970's, when the Village installed the first sanitary sewer system they ran the sanitary and water main pipes 200 feet east of the centerline of Bay Shore Drive between Mill Road and Sunset. This area became inaccessible to normal repairs as development occurred.

Subsequent testing of those water and sanitary pipes identified that they had deteriorated and needed to be replaced. The study also identified issues with fire flows in the downtown that could be addressed at the same time. The decision was made to pursue the solution that relayed the sanitary and water mains in the Bay Shore right of way and increase the pipe sizes to address future growth in the southern part of the Village.

The CUPAC study also addressed the problems of storm water discharges into the Marina and waterfront beach. Different drainage basins were identified and solutions were also outlined in the CUPAC report. The CUPAC report was used by JJR when they started to design the Waterfront Master Plan. The goal of the Waterfront Plan was to create a beachfront that took advantage of the natural deep-water beach, as well as an expanded business district on the each side that utilized the 30-foot wide right of way in the middle of the properties created by the relayed water and sewer mains. The problem of storm water discharge was addressed by extending swim dock and the main storm water outfall pipe.

While all this planning was underway, the State DOT was waiting for the Village to begin the process by selecting an engineering firm. The Board approved the creation of an ad hoc committee in 2010 to oversee the issues involving the preparation of a scope of work; the selection of an engineering firm and construction.

In December 2010, the committee interviewed three engineering firms and selected Donohue and Associates. In January 2011, Donohue began the preparation of a contract, except when they started asking questions about information the State should have had ready they found out the State was not prepared. Between 2008 and 2010, the State's funding issues pushed their project back from construction in 2012 to 2013. When the Village began the project in earnest, the State realized they were not ready and pushed the project back 9 months. This surprise created contract and performance issues for Donohue. Between February and March Village staff, Donohue engineers and DOT staff discussed the scope of work and time schedule and agreed on a time line that would work for both parties.

At this time, the State will begin their work in the fall of 2012 and complete the reconstruction by June 15, 2013. This means the Village must complete its tasks prior to the State's contract. Donohue has prepared a contract that should enable the Village to meet the State's timeline. Their contract also includes critical public participation activities to keep the residents, business community and visitors informed on the choices facing the Village and the construction schedule.

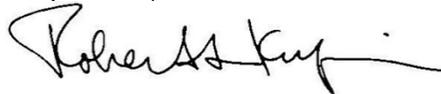
The Bay Shore Oversight Committee met in April to review the attached contract and recommends approval of the engineering services contract. The contract is designed so that there is slightly more conceptual design being done up to the 30% level so the Committee can make informed decisions on which aspects of the schedule of improvements will proceed to bidding.

The general description of the project is covered on page 2 of the contract and the colored map identifies the locations of the different tasks. If all the work items are done, the engineering contract will cost \$345,820. The scope of work is expected to change once the 30% design is completed.

Fiscal Impact:

The funds for the design work and construction inspection will come from Utility funds and grant funds.

Respectfully submitted,



Robert L. Kufrin
Village Administrator



www.donohue-associates.com

**AMENDMENT NO. 2 to
ENGINEERING SERVICES AGREEMENT
Bay Shore Drive Utility and Roadway Improvements (Project)
Executed May 19, 2011**

This Amendment is by and between:

Village of Sister Bay (Owner)
2383 Maple Drive
PO Box 769
Sister Bay, WI 54234

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree to amend the original Agreement, as follows:

PART I – B. SCOPE OF SERVICES

The services have been modified to include the following additional activities:

18. General administration of construction contracts and visits to Site and Observations of Construction: Provide up to two additional weeks of 'on-site' observation (90 hours plus expenses) and four additional weeks of partial observation (4 days at 10 hours per day plus expenses) to document as an experienced and qualified design professional the progress and quality of the Work and general administration of construction contracts (24 hours).

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased \$18,880, resulting in a revised total contract amount of \$322,880 (original Agreement, Amendment 1, and Amendment 2).

The total contracted compensation does not include the per diem costs for additional meetings and additional design services that have been previously authorized and billed based on actual time and expenses and detailed on invoices, and paid by the Village of Sister Bay.

APPROVED FOR OWNER

By: [Signature]

Printed Name: BOLE SACHON

Title: ADMINISTRATOR

Date: 4/25/14

APPROVED FOR DONOHUE

By: [Signature]

Printed Name: David Froh, PE

Title: Vice President

Date: 4/28/2014



www.donohue-associates.com

**AMENDMENT NO. 1 to
ENGINEERING SERVICES AGREEMENT
Bay Shore Drive Utility and Roadway Improvements (Project)
Executed May 19, 2011**

This Amendment is by and between:

Village of Sister Bay (Owner)
2383 Maple Drive
PO Box 769
Sister Bay, WI 54234

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree to amend the original Agreement, as follows:

PART I – B. SCOPE OF SERVICES

The services have been modified to include the following additional activities:

1. Determine the lighting and pull box layout and size the wiring based on the preliminary spacing calculations approved by DOT in the preliminary lighting permit
2. Complete the final design of the layout and provide construction details for the design including wiring sizes, pull box locations, pole locations, and power connections.
3. Develop the street lighting quantities in the miscellaneous quantities, estimate and special provisions of the DOT plan set for the STH 42 reconstruction.
4. Provide DOT with lighting detail sheets for inclusion in the STH 42 construction plans.
5. Prepare the final street lighting permit for DOT approval.

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased \$7,000, resulting in a total contract amount of \$304,000. The total contracted compensation does not include the per diem costs for additional meetings and additional design services that have been previously authorized, billed based on actual time and expenses and detailed on invoices, and paid by the Village of Sister Bay.

APPROVED FOR OWNER

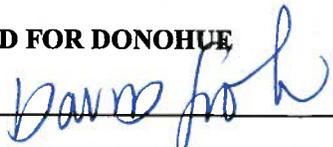
By: 

Printed Name: ZEKE SALOMON

Title: VILLAGE ADMINISTRATOR

Date: 12/23/13

APPROVED FOR DONOHUE

By: 

Printed Name: David Froh, PE

Title: Vice President

Date: 12/17/2017

ENGINEERING SERVICES AGREEMENT

Project: Bay Shore Drive Utility and Roadway Improvements (Project)
Village of Sister Bay

This Agreement is by and between:

Village of Sister Bay (Owner)
2383 Maple Drive
PO Box 769
Sister Bay, WI 54234

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: Denise L. Bhirdo

Printed Name: DENISE L. BHIRDO

Title: Village President

Date: May 10, 2011

APPROVED FOR DONOHUE

By: Larry E. Teunissen

Printed Name: Larry E. Teunissen, P.E.

Title: President

Date: 5-19-11

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Village of Sister Bay is working with the Wisconsin Department of Transportation (DOT) to develop plans to reconstruct Bay Shore Drive (State Highway 42) through downtown Sister Bay. In advance of the roadway reconstruction, Sister Bay intends to upgrade utilities including sanitary sewers, water main, and storm sewers. Utility improvements include upgrading water mains, relocating the sanitary sewer at the north end of the project from the back lots of businesses to the Highway 42 right of way, and resizing piping and potentially diverting storm water flow at the north end of the project from its current discharge point in the marina to a new outfall north of the marina.

For inclusion with the DOT roadway design, the Village will make plans to accommodate decorative lighting, sidewalk, bicycle paths, overhead utility relocation, and the potential realignment of the County Walk Drive intersection. It is assumed that the DOT will develop plans for sidewalk, decorative lighting, bike lanes, and storm sewer when those items are located within the highway right of way. Donohue will work with the Village to define their needs for these items, coordinate them with surrounding facilities, and work with the DOT to incorporate the Village's needs into the roadway plans.

To minimize the disruption to area businesses, the Village intends to undertake a public outreach campaign. The campaign will focus on working with the Village, area businesses, and the Advancement Association to provide construction information to residents and tourists. The materials and signage will include information on detour routes, parking locations, and accessibility of downtown businesses.

Donohue will assist the Village in exploring possible funding options for the construction projects. For the sources identified, Donohue will develop the necessary information and applications.

A final decision on the extent of the utility improvements will be made at the completion of conceptual design phase. In general, sanitary sewer and water main will definitely be replaced between Sunset Drive and Mill Road. Existing sewer laterals and water services will be replaced as needed. Storm sewer will be designed to convey flow along one of two possible routes from the "swamp" pump station into the bay. If the flow cannot be conveyed to the bay by gravity, a new pump will be installed in the pump station structure and a new length of force main constructed.

In addition, sanitary and water main replacement may extend south to Gateway Drive, to coincide with the end of the DOT project. Also under consideration is to extend new sanitary sewer southeast along Hwy 57 for a short distance and along Gateway Drive to connect into existing sewers and address known issues at those locations. The various options for sanitary, storm sewer and water main replacement are shown on *Figure 1*.

We have included design and construction related time for the full extent of utility replacement. The engineering fees associated with the additional water main and sanitary sewer south of Mill Road are listed separately on the enclosed *Engineering Fee Estimate*, along with the fees for the "swamp" pump replacement. These fees will not be used if the design for those items does not proceed beyond conceptual design.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

UTILITY IMPROVEMENTS

1. Conceptual Design

- 1.1. Gather and review existing information, including the SEH CUPAC study, utility mapping, existing record drawings, JJR storm sewer and outfall plans and other available information provided by the Village.
- 1.2. Conduct a Conceptual Design teleconference to define the sanitary sewer, storm sewer and water main alignments to be evaluated. Meeting notes will be prepared following the meeting and distributed for review and approval. In general the design will include approximately:
 - 1400 LF of storm sewer at the north end of the project
 - 1600 LF of sanitary sewer from Sunset Drive to Mill Road
 - 1600 LF of water main from Sunset Drive to Mill Road
 - 1650 LF of sanitary sewer from Mill Road to Hwy 57 and along Hwy 57/Gateway Drive to connect existing sewers (MH 57 and MH 45)
 - 1100 LF of water main from Mill Road to Hwy 57 and along Hwy 57 to the pressure reducing station
 - Replacing the existing “swamp” pump, if necessary
- 1.3. Advise Owner of conceptual design survey work required. Critical invert elevations will be field verified during the conceptual design phase. Topographic survey will be performed after the extent of utility replacement has been decided.
- 1.4. Develop conceptual design drawings and construction cost opinion of the sanitary sewer, storm sewer, and water main.
- 1.5. Conduct Workshop No. 1 to be held at the Owner’s offices to review results of work completed. After this workshop the Owner will decide on the extent of utility construction and provide Donohue with direction for completion of 30% design drawings. Key elements to be discussed at this workshop include:
 - Review Sanitary and Storm Sewer and Water Main Conceptual Design drawings,
 - Review coordination with WisDOT project,
 - Discuss lateral connections and permitting requirements,
 - Preliminary construction scheduling and staging,
 - Review Conceptual construction cost opinion, and
 - Determine scope of project to carry forward to 30% design.
- 1.6. Prepare and distribute workshop agenda. Meeting notes will be prepared following the meeting and distributed for review and approval.

2. Preliminary (30%) Design Engineering Sanitary Sewer, Storm Sewer, and Water Main
 - 2.1. Based on Owner approval of Conceptual Design plans, Donohue will prepare drawings for the sanitary sewer, storm sewer, and water main to 30% completion which will include the following:
 - 2.1.1. Plan and Profile for new section of sanitary sewer, water main, and storm sewer, including connection to existing utilities, and stormwater outfall. Sanitary sewer and water main will be shown on one plan set; storm sewer will be on a separate plan set.
 - 2.1.2. Construction Cost Opinion.
 - 2.2. Work with the Owner to contract for subsurface investigation and survey.
 - 2.3. Prepare a letter report summarizing recommendations for the sanitary sewer, storm sewer, and water main design along with 30% complete design drawings and submit two sets of full size plans to the Owner for review along with a pdf set.
 - 2.4. Conduct Workshop No. 2 to be held at the Owner's offices to review the 30% Design and Construction Cost Opinion. Donohue will prepare and distribute workshop agenda. Meeting notes will be prepared following the meeting and distributed for review and approval.
3. Final Design Engineering Sanitary Sewer, Storm Sewer, and Water Main
 - 3.1. Prepare drawings for the sanitary sewer and water main and drawings for storm sewer to completion.
 - 3.2. Incorporate soil boring and geotechnical evaluation information into the project design as it relates to foundations of new sewer and sewer structures, backfill, subsurface conditions, dewatering and sheeting/shoring and dewatering issues.
 - 3.3. Develop final design drawings. Design drawings will be prepared at full size and plotted on 11" x 17" half size sheets. Sewer and water plan and profile sheets will be drawn with at a full size scale of 1" = 20' horizontal scale and a 1" = 5' vertical scale (half size drawings 1"=40' and 1"=10' respectively).
 - 3.4. The final design required is anticipated to include approximately 1,600 lineal feet of gravity sanitary sewer at the north end of the project and 1,600 lineal feet of new water main. Final design for the storm sewer is anticipated to include 1,400 lineal feet of storm sewer including one relocated outfall near Scandia Road.
 - 3.5. We anticipate that approximately 1,650 lineal feet of sanitary sewer and 1,100 lineal feet of water main will be included at the south end of the project. (Unless eliminated from the project scope during Conceptual Design.)
 - 3.6. Prepare technical specifications. Standards and preferred equipment and material-type specifications used by the Owner will be incorporated in the technical specifications as needed.

- 3.7. Construction cost opinions will be prepared and submitted at 70% design and 95% design and also a final cost estimate based on the bidding set documents.
 - 3.8. Submit two sets of full size design drawings, pdf plat set, and specifications at 70 and 95% complete levels for review by Owner.
 - 3.9. Perform internal Quality Control checks of the design at the 70% and 95% complete levels.
4. Permits
- 4.1. Prepare a Sanitary Sewer Extension Permit Application and Water Main Construction Permit and assist the Owner in obtaining WDNR approval.
 - 4.2. Prepare an Erosion Control Plan and WDNR Construction Project Consolidated Application.
 - 4.3. Meet with USACOE and WDNR to review project if a new stormwater discharge north of the marina is required. Assist the Owner in submitting the necessary permits.
5. "Swamp Pump" Lift Station (if determined necessary during the conceptual analysis)
- 5.1. Field review of pump station by process engineer.
 - 5.2. Determine pumping capacity of existing pump.
 - 5.3. Provide specification for new pump and level controls.
 - 5.4. Prepare plan sheet showing removal of existing equipment and installation of new equipment.

ROADWAY IMPROVEMENTS

6. Preliminary Layout of Sidewalk and Bicycle Accommodations on STH 42
- 6.1. Donohue will conduct a project Kickoff Meeting to be held at the Owner's offices. At this meeting Donohue will refine the understanding of the project objectives, define issues, and establish schedule and communication protocols.
 - 6.2. After review of DOT survey and Village survey data, Donohue will advise Owner of survey work required.
 - 6.3. Review available right of way along STH 42 to establish the possible bike and sidewalk opportunities.

7. Preliminary Layout of Bicycle Routes Outside of STH 42 Right of Way
 - 7.1. Review available right of way along side roads to establish the possible bike and sidewalk opportunities and connections to the STH 42 route.
 - 7.2. Develop conceptual plans based on existing survey and aerial mapping.
 - 7.3. Develop preliminary level construction cost opinion.
 - 7.4. Review conceptual plan with Village through teleconference.
8. Final Plans for Bicycle Accommodations
 - 8.1. Develop final design drawings. Design drawings will be prepared at full size and plotted on 11" x 17" half size sheets.
 - 8.2. Prepare an Erosion Control Plan.
 - 8.3. Prepare technical specifications. Standards and preferred equipment and material-type specifications used by the Owner will be incorporated in the technical specifications as needed.
 - 8.4. Prepared and submitted design cost estimates at each workshop meeting and also a final cost estimate based on the bidding set documents.
 - 8.5. Submit two sets of full size design drawings and one pdf set and specifications at 70 and 95% complete levels for review by Owner. Specification submitted at the 70% level will primarily be unedited "master specs" for general format review only.
 - 8.6. Perform internal Quality Control checks of the design at the 70% and 95% complete levels.
 - 8.7. Incorporate comments received and finalize the drawings for bidding.
9. Project Meetings (up to four meetings in person, two by teleconference)
 - 9.1. Hold two meetings with Village to discuss design concepts prior to DOT meetings. Prepare meeting notes documenting discussions and information to be incorporated in the designs.
 - 9.2. Attend two public information meetings with the DOT. The meetings will familiarize the public with the project including proposed construction schedules and sequencing, project concepts, lighting options.
 - 9.3. Hold two meetings with the DOT to coordinate design aspects of the project. Items to be discussed include:
 - Storm sewer including the connection to the Vortex unit and storm sewer outfall at the Park Entry Plaza (designed by JJR) and connections through the new storm sewer system between Maple Drive and Mill Road
 - Lighting payouts (included in DOT plans after section by Owner)
 - Funding specifics

- Utility layouts including horizontal and vertical coordination (storm sewer in STH 42 will be included in DOT plans)
 - Sidewalk options (included in DOT plans)
 - Bicycle route alternatives (routes within STH 42 right of way included in DOT plans)
 - Relocation of overhead utility
 - Detour routes and construction staging (included in DOT plans)
 - County Walk intersection alternatives and layout (included in DOT plans)
10. Assist the Village in the selection of decorative lighting
- 10.1. Provide DOT with Request for Proprietary Items.
- 10.2. Establish appropriate lighting layout. Wiring, quantities, and controller diagrams to be provided by DOT.
11. Coordinate with Overhead Utility for Utility Relocation
- 11.1. Provide utility with conceptual plans.
- 11.2. Work with each utility to develop costs for alternatives including relocation to South Spring or burial.

PUBLIC OUTREACH

12. Develop strategic plans for the Owner's review and comment. Plans will cover numerous alternatives for residential, business, and tourist information.
13. Project Meetings
- 13.1. Hold two meetings with the Owner to review concepts and details for the public outreach.
- 13.1.1. Items to be discussed will include brochures, alternative parking locations, web announcements and updates, tourism coordination, other forms of public communication, prepare and distribute meeting agenda. Meeting notes will be prepared following the meeting and distributed for review and approval.
- 13.2. Hold up to three business breakfast meetings to discuss project concepts with area businesses and solicit their input on selected issues.
- 13.2.1. Topics to be discussed include detour routes and construction staging, preparing for construction, signage, publications and community communication.
- 13.2.2. Meeting locations will be established by the Owner. Fees associated with the meeting location will be the responsibility of the Owner.
14. Develop up to eight website and news articles
- 14.1. Articles will include project updates.

- 14.2. Photographs will be provided when appropriate.
- 14.3. Articles and photographs will be provided to the Owner for inclusion on existing community website and/or newsletters.
- 15. Develop a tri-fold or similar brochure
 - 15.1. The concept for the brochure will be developed during one of the Owner meetings.
 - 15.2. Two versions of a preliminary copy will be provided to the Owner for selection, review, and comment.
 - 15.3. A final copy of the brochure will be provided to the Owner for final review.
 - 15.4. A publishing ready copy of the brochure will be provided to the Owner for publishing and distribution.

FUNDING ASSISTANCE

Based on Donohue's review of potential funding sources, it is likely that there are three possible sources of grants / loans. Donohue will assist with the development of the application and meet with program administrators for:

- 14. Congressional Earmark through Senator Kohl's office
- 15. U. S. Rural Development Administration
- 16. State Trust Fund Loan Fund

BIDDING AND CONSTRUCTION SERVICES

- 17. Bidding Phase. After acceptance by Owner of the bidding documents and the most recent opinion of probable construction cost as determined in the final design phase, approval of the design/bidding documents by the WDNR and upon authorization by Owner to proceed, Donohue shall:
 - 17.1. Provide notice to prospective bidders, distribute bidding documents and maintain a bidders listing. Donohue is to retain charges for bidding documents sold to Contractors and others at a cost to recover the cost of printing and document distribution.
 - 17.2. Furnish up to three sets of the bidding documents to the Owner for the Owner's use.
 - 17.3. Answer bidding questions and prepare addenda as required to document changes or clarifications in the bidding documents.
 - 17.4. Attend and conduct a pre-bid conference. Prepare a record of the meeting for the Owner and project files.
 - 17.5. Obtain copies of the submitted bid forms for review and tabulation. Prepare a bid tabulation and award recommendation letter for the Owner to review.

18. General Administration of Construction Contracts(s). Consult with Owner and act as Owner's representative as provided in the General Conditions of the Contract Documents as included in the Project Manual.
 - 18.1. Conduct a Pre-Construction Conference prior to commencement of Work at the Project site and prepare and distribute minutes. Attend up to four monthly construction progress meetings.
 - 18.2. Visits to Site and Observation of Construction. Donohue will provide up to ten weeks of 'on-site' observation (400) to document as an experienced and qualified design professional the progress and quality of the Work. Based on information obtained during such visits and such observations, Donohue will determine in general if a Contractor's work is proceeding in accordance with the Contract Documents, and Donohue shall keep Owner informed of the progress of the Work. For this project budget, it is assumed that full time observation will be necessary during the installation of the utilities.
 - 18.3. Recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Donohue believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 - 18.4. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Donohue may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
 - 18.5. Recommend Change Orders and Work Change Directives to Owner and prepare Change Orders and Work Change Directives as required. In addition, the Donohue shall prepare all documentation that appropriate governmental authorities having jurisdiction over the Project may require for review and approval of the change orders.
 - 18.6. Forward Shop Drawings to the Design Donohue team for their review and approval. The designers will review shop drawings for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 - 18.7. Forward to designer for evaluation and determination of the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
 - 18.8. Review Contractor's Applications for Payment and accompanying supporting documentation. Such recommendations of payment will be in writing and will constitute Donohue's representation to Owner, based on such observations and review, which, to the best of Donohue's knowledge, information and belief, that Contractor's work has progressed to the point indicated and the quality of such work is generally in accordance with the Contract Documents.
 - 18.9. Receive and review maintenance and operating instructions, schedules, and guarantees. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop

Drawings, Samples and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

- 18.10 Promptly after notice from Contractor that the Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. The Donohue shall prepare a list of any observed deficiencies during the inspection. At the direction of the Owner, the Donohue shall prepare and deliver a certificate of Substantial Completion to Owner and Contractor.
- 18.11 Conduct a final inspection to determine if the completed Work of the Contractor is acceptable so that Donohue may recommend, in writing, final payment to Contractor.
- 18.12 Receive and review annotated record documents, which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the Project annotated record documents received from the Contractor. The completed Record Drawing deliverables shall include one 11' x 17" printed-paper set of sanitary / water main plans, one set of storm sewer plans, and one CD containing the pdf images.

C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Project milestones include:

Contract Authorization by Owner	May 11, 2011
Concept Design drawings and construction estimate	August 2011
Preliminary utility engineering letter report	October 2011
Final utility engineering	March 2012
Preliminary lighting, storm sewer and private utility to DOT	November 2011
Final lighting and storm sewer items to DOT	March 2012
Bidding documents	July 2012
Construction services	November 2012 - June 2013

**PART II
OWNER RESPONSIBILITIES**

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify persons authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
- It is anticipated that Robert Kufirin will represent the storm sewer, roadway improvement, funding, and public outreach components of the project. Steve Jacobson will represent the sanitary sewer and water main components of the project.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
 4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
 5. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Condition, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost. The cost for these basic Services will not exceed \$297,000 as detailed in the attached one page Engineering Fee Estimate without prior written approval from Owner.
- A. Donohue will bill Owner monthly, with net payment due in 30 days. For invoices to be approved at the Village Board meeting on the second Tuesday of the month, invoices must be submitted by the end of the previous month.
- B. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue.

2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change, which shall be deemed accepted if not objected to within 15 days of receipt by Owner.

3. **HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. **DELAYS.** If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. **RELATIONSHIP TO CONTRACTORS.** Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. **CONSTRUCTION REVIEW.** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. **INSURANCE.** Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

11. **INDEMNIFICATION.** Donohue shall indemnify and save harmless Owner from and against loss, liability, claims, and damages sustained by Owner due to bodily injury or death to persons or damage to tangible property to the extent caused by the willful misconduct or negligence of Donohue, its agents, or employees.

To the fullest extent permitted by law, Owner shall defend, indemnify and save harmless Donohue, its agents, employees, and representatives from and against loss, liability, claims, and damages (including reasonable attorneys' and consultants' fees) arising from or relating to the Project in any way, except to the extent that such loss, liability, claims or damages are caused by the willful misconduct or negligence of Donohue, its agents or employees. Owner also agrees to require its construction contractor, if any, to include Donohue as an: a) indemnitee under any indemnification obligation to Owner; and b) additional insured under its Commercial General Liability policy.

To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

12. **LIMITATIONS OF LIABILITY.** No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Owner agrees that, to the fullest extent permitted by law, Donohue's total liability to Owner for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Donohue's negligence, errors, omissions, strict liability, or breach of contract, shall not exceed the proceeds available from Donohue's professional liability insurance policy for a maximum of \$5,000,000 per occurrence and \$5,000,000 aggregate. Donohue agrees to maintain as a minimum this identified insurance limit for the duration of this Project.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL DONOHUE BE LIABLE TO OWNER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

13. **OWNERSHIP AND REUSE OF PROJECT DOCUMENTS.** All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to defend, indemnify, and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

14. **ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. If there is a discrepancy between electronic files and printed copies, the printed copies govern.

Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

15. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties, except as provided in Paragraph 2.

16. **SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue.

The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

17. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

18. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

19. **DISPUTE RESOLUTION.** Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

20. **CONTROLLING LAW.** This Agreement is governed by the laws of the state in which the Project is located.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

24. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

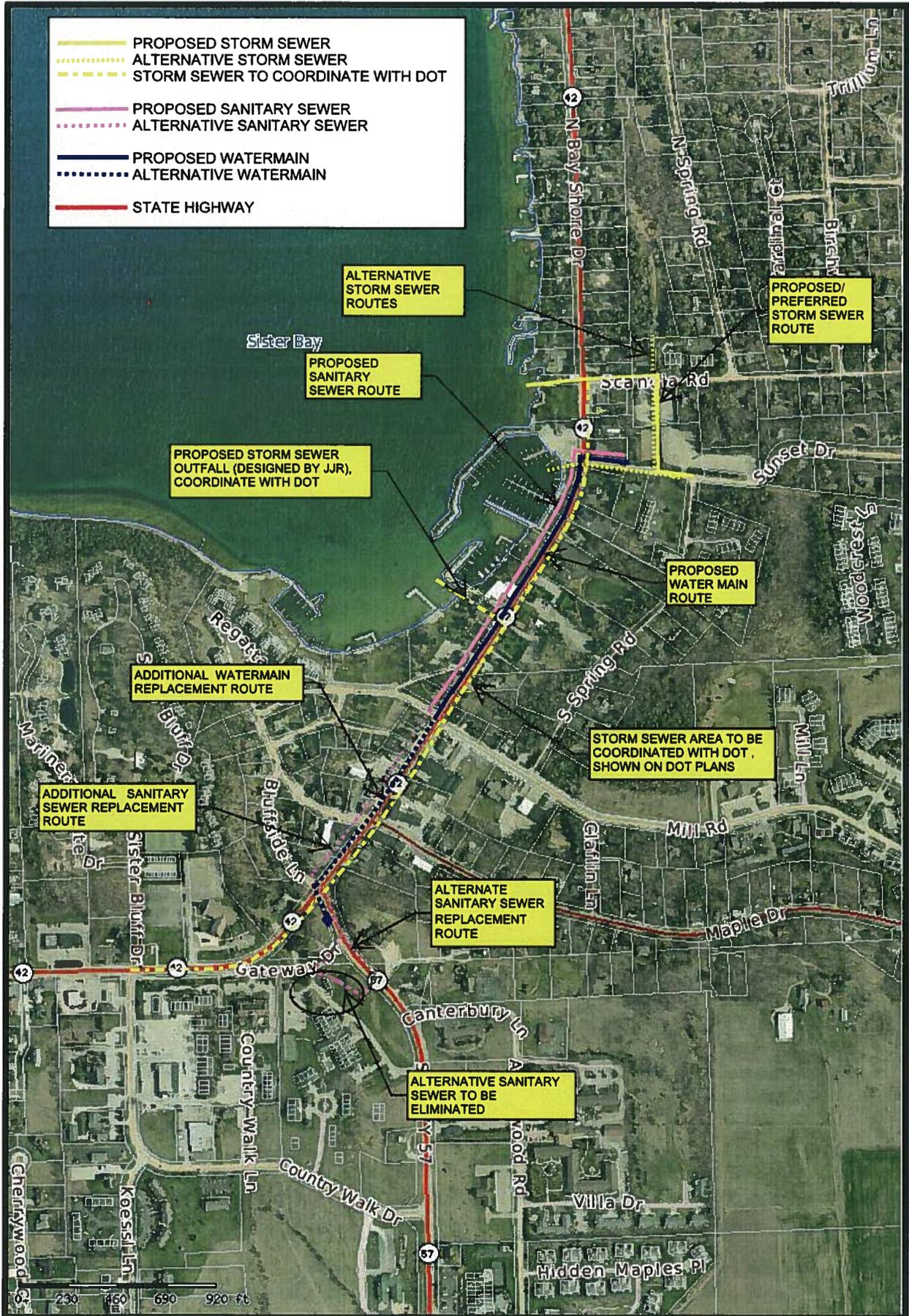
Date: March 2009

FIGURE 1:
Sister Bay Utilities

... from the Web Map of ...
 (/www.co.door.wi.gov)



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Door County can not and does not make any representation regarding the accuracy or completeness, nor the non-loss return, of information depicted on this map. This information is provided to users "as is". The user of this information assumes any and all risks associated with this information. Door County makes no warranty or representation, either express or implied, as to the accuracy, completeness, or fitness for a particular purpose of this information. The Web Map is only a compilation of information and is NOT to be considered a legally recorded map or a legal land survey to be relied upon.

ENGINEERING FEE ESTIMATE

Bay Shore Drive Utility and Roadway Improvements
Village of Sister Bay, Wisconsin

May 1, 2011

Task	Eng. V \$215	Eng. IV \$155	Eng. III \$130	Eng. II \$110	Eng. I \$95	Admin \$65	Expenses	Total Estimate	Fee Summary by Task
UTILITY IMPROVEMENTS									\$103,780
Preliminary Engineering - Sanitary Sewer and Water Main		98			174		\$225	\$31,945	
Preliminary Engineering - Stormsewer		45		16	72		\$225	\$15,800	
Concept design teleconference									
Alternative Analysis									
Conceptual Alternative Review Meeting - Workshop No. 1									
30% Design Meeting - Workshop No. 2									
30% Design									
Letter Report									
Final Engineering - Sanitary Sewer & Water Main		32			110	20	\$225	\$16,935	
Final Engineering - Stormsewer		15		8	48	12	\$225	\$8,770	
Final Plans									
Specifications									
Bidding documents									
70% Design Review Meeting - Workshop No. 3									
Additional Watermain and Sanitary Sewer		40			72		\$60	\$13,100	
Preliminary Engineering									
Final Engineering									
Permitting									
Permitting									
WDNR Sanitary & Water Main		15			10		\$30	\$3,305	
WDNR/USACE - storm sewer outfall		30			30		\$30	\$7,530	
"Swamp Pump" Lift Station Evaluation and Design		1	48					\$6,395	
Field Review									
Equipment Evaluation									
Plans, Specifications, and Bidding documents									
	0	276	48	24	516	32	\$1,020		
ROADWAY IMPROVEMENTS									\$42,570
Develop sidewalk alternatives based on DOT plans		4		8				\$1,500	
Develop bike path alternatives on Hwy 42 with DOT		8		12				\$2,560	
Bike path routes off Hwy 42 - Preliminary		32		60				\$11,560	
Bike path routes off Hwy 42 - Final		20		120				\$16,300	
Specifications									
Bidding documents									
Kickoff / Concept design meeting		8						\$1,240	
Preliminary Design Review Meeting with Village - teleconference		4		2				\$840	
Coordination with Village prior to DOT meetings		12						\$1,860	
DOT Coordination meetings in Green Bay (2)		14		4	12		\$180	\$3,930	
Lighting layout									
Funding specifics									
Utility layouts including inverts									
Sidewalk layout									
Electric utility relocation									
Detour routes and construction staging									
County Walk Intersection alternatives / layout									
Public Information Meeting with DOT (2)		16					\$300	\$2,780	
	0	118	0	206	12	0	\$480		
PUBLIC OUTREACH									\$35,240
Tri-Fold Brochure		24				48	\$50	\$6,880	
Website and newspaper articles (8)		48				48		\$10,560	
Strategic Planning		60						\$9,300	
Meeting with Village and others		12					\$150	\$2,010	
Meeting with Village and others		12					\$150	\$2,010	
Alternative parking lots									
Business Meetings (3)		24					\$750	\$4,470	
Detour routes / tourism									
Preparing for construction / signage									
Publications / Facebook / Twitter									
	0	180	0	0	0	96	\$1,100		
FUNDING ASSISTANCE									\$11,180
Federal Earmark	20	12				16	\$250	\$7,450	
Rural Water application / State Trust Fund Loan	8	8				8	\$250	\$3,730	
	28	20	0	0	0	24	\$500		
BIDDING AND CONSTRUCTION SERVICES									\$103,750
Project Advertisement and Bidding		10			60			\$7,250	
Construction Administration (18 weeks at 12 hrs/wk)		18			216		\$150	\$23,460	
Preconstruction meeting									
Shop drawing review									
General administration									
Record Drawings		2			30			\$3,160	
On-Site Construction Observation (sanitary and water)		7			270		\$5,300	\$32,035	
On-Site Construction Observation (stormwater)		3			130		\$2,600	\$15,415	
Additional watermain/sanitary (20 days)		4			190		\$3,760	\$22,430	
Full time utility inspection									
Construction Administration									
	0	44	0	0	896	0	\$11,810		
ADDITIONAL ITEMS - CONTRACT DIRECTLY WITH SISTER BAY									\$49,300
River Valley Testing - Subsurface Investigation budget								\$14,600	
River Valley Testing - Optional watermain/sanitary alternatives								\$5,600	
Baudhuin Incorporated - Survey budget								\$13,700	
Baudhuin Incorporated - Survey budget optional watermain/sanitary alternatives								\$4,800	
Baudhuin Incorporated - Construction staking budget								\$7,500	
Baudhuin Incorporated - Construction staking budget optional watermain/sanitary alternatives								\$3,100	
Donohue & Associates		\$296,520							
Subconsultants		\$49,300							
TOTAL PROJECT ESTIMATE		\$345,820							

Engineers Estimate of Probable Construction Cost

Village of Sister Bay
 North Bay Shore Drive
 Utility Improvements
 Winter Construction Surcharge - 12% for underground work



Donohue Project Number: 12032

Sister Bay Project Number:

No.	Item	Qty	Unit	Unit Price	Price
1	Mobilization / Demobilization , Project Administration	1	LS	\$ 128,800.00 \$ per LS	\$ 128,800.00
2	Traffic Control and Protection	1	LS	\$ 35,000.00 \$ per LS	\$ 35,000.00
3	Clearing and Grubbing	1	LS	\$ 8,000.00 \$ per LS	\$ 8,000.00
4	Unsuitable Material Disposal & Backfill For Trenching	500	CY	\$ 20.00 \$ per CY	\$ 10,000.00
5	18" Sanitary Sewer	286	LF	\$ 134.40 \$ per LF	\$ 38,438.40
6	15" Sanitary Sewer	1738	LF	\$ 132.16 \$ per LF	\$ 229,694.08
7	12" Sanitary Sewer	10	LF	\$ 113.12 \$ per LF	\$ 1,131.20
8	10" Sanitary Sewer	912	LF	\$ 89.60 \$ per LF	\$ 81,715.20
9	10" Sanitary Sewer - Rock Excavation	375	LF	\$ 207.20 \$ per LF	\$ 77,700.00
10	10" Sanitary Sewer installed in WisDOT trench	560	LF	\$ 60.00 \$ per LF	\$ 33,600.00
11	8" Sanitary Sewer	66	LF	\$ 89.60 \$ per LF	\$ 5,913.60
12	6" Sewer Service	1136	LF	\$ 70.56 \$ per LF	\$ 80,156.16
13	4" Sewer Service	732	LF	\$ 64.96 \$ per LF	\$ 47,550.72
14	6" Sanitary Clean Out	20	EA	\$ 436.80 \$ per EA	\$ 8,736.00
15	4" Sanitary Clean Out	16	EA	\$ 247.52 \$ per EA	\$ 3,960.32
16	12" Storm Sewer	99	LF	\$ 106.40 \$ per LF	\$ 10,533.60
17	18" Storm Sewer	251	LF	\$ 112.00 \$ per LF	\$ 28,112.00
18	24" Storm Sewer	642	LF	\$ 128.80 \$ per LF	\$ 82,689.60
19	27" Storm Sewer	362	LF	\$ 162.40 \$ per LF	\$ 58,788.80
20	36" Storm Sewer	193	LF	\$ 201.60 \$ per LF	\$ 38,908.80
21	48" Sanitary Manhole, Complete	21	EA	\$ 5,834.43 \$ per EA	\$ 122,523.03
22	48" Storm Manhole, Complete	2	EA	\$ 4,829.61 \$ per EA	\$ 9,659.22
23	60" Storm Manhole, Complete	2	EA	\$ 6,482.70 \$ per EA	\$ 12,965.40
24	72" Storm Manhole, Complete	3	EA	\$ 8,524.75 \$ per EA	\$ 25,574.25
25	48" Sanitary Drop Manhole	1	EA	\$ 5,834.43 \$ per EA	\$ 5,834.43
26	24" Precast Concrete Endwall	1	EA	\$ 1,176.00 \$ per EA	\$ 1,176.00
27	36" Precast Concrete Endwall	1	EA	\$ 1,848.00 \$ per EA	\$ 1,848.00
28	Catchbasin/Inlet Remove and Replace	3	EA	\$ 3,584.00 \$ per EA	\$ 10,752.00
29	Remove/Salvage/Replace Storm Sewer Pipe, 12"	96	LF	\$ 50.40 \$ per LF	\$ 4,838.40
30	Remove/Salvage/Replace Storm Sewer Pipe, 30"	15	LF	\$ 89.60 \$ per LF	\$ 1,344.00
31	Storm Structure 306	1	LS	\$ 11,200.00 \$ per LS	\$ 11,200.00

32	10" Water Main	2734	LF	\$	90.14	\$ per LF	\$	246,443.85
33	10" Gate Valve and Box	16	EA	\$	1,792.00	\$ per EA	\$	28,672.00
34	Connection to Existing Water Main	7	EA	\$	1,680.00	\$ per EA	\$	11,760.00
35	1" Water Service	659	LF	\$	52.64	\$ per LF	\$	34,689.76
36	2" Water Service	491	LF	\$	71.01	\$ per LF	\$	34,864.93
37	6" Water Service	267	LF	\$	75.04	\$ per LF	\$	20,035.68
38	1" Curb Stop and Connection to Existing Service	12	EA	\$	851.20	\$ per EA	\$	10,214.40
39	2" Curb Stop and connection to Existing Service	7	EA	\$	1,008.00	\$ per EA	\$	7,056.00
40	6" Valve and Box	8	EA	\$	1,425.76	\$ per EA	\$	11,406.08
41	Fire Hydrant Assembly	4	EA	\$	3,759.84	\$ per EA	\$	15,039.36
42	Sanitary Sewer Connection at Existing MH 49	1	LS	\$	5,600.00	\$ per LS	\$	5,600.00
43	MH37A and Connection to Existing Sewer	1	LS	\$	5,009.63	\$ per LS	\$	5,009.63
44	Sanitary Sewer Connection at Existing MH 33	1	LS	\$	5,600.00	\$ per LS	\$	5,600.00
45	Sanitary Sewer Connection at Existing MH 155	1	LS	\$	5,600.00	\$ per LS	\$	5,600.00
46	MH 9A and Connection to Existing Sewer	1	LS	\$	5,610.79	\$ per LS	\$	5,610.79
47	Temporary Connection to Existing MH 340	1	LS	\$	1,680.00	\$ per LS	\$	1,680.00
48	Sanitary Sewer Connection at Existing PS	1	LS	\$	2,240.00	\$ per LS	\$	2,240.00
49	MH 29A and Connection to Existing Sewer	1	LS	\$	6,272.00	\$ per LS	\$	6,272.00
50	Silt Fence	2292	LF	\$	2.00	\$ per LF	\$	4,584.00
51	Inlet Protection Type C	13	EA	\$	42.00	\$ per EA	\$	546.00
52	Tracking Pad	1	EA	\$	500.00	\$ per EA	\$	500.00
53	Temporary Asphalt Pavement, Roadway, 2-inch	9500	SY	\$	9.00	\$ per SY	\$	85,500.00
54	Temporary Asphalt Sidewalk, 2-inch	140	SY	\$	11.00	\$ per SY	\$	1,540.00
55	Asphalt Driveway Replacement, 3-inch w/6-inch base	675	SY	\$	30.00	\$ per SY	\$	20,250.00
56	Concrete Sidewalk Replacement, 4-inch	100	SY	\$	45.00	\$ per SY	\$	4,500.00
57	Gravel Driveway, 12-inch	244	SY	\$	18.00	\$ per SY	\$	4,400.00
58	RipRap w/Geotextile Fabric	68	SY	\$	26.00	\$ per SY	\$	1,768.00
59	Topsoil, Seed, Fertilizer and Mulch	1	LS	\$	10,000.00	\$ per LS	\$	10,000.00
60	Pipe Abandonment	1	LS	\$	27,000.00	\$ per LS	\$	27,000.00
61	Allowance For Landscaping	1	LS	\$	10,000.00	\$ per LS	\$	10,000.00

TOTAL OF ALL BID PRICES (Sum of Bid Price for Items 1 to 54) \$ 1,845,525.69

10% Contingency and Misc. Items \$ 221,463.08

Total \$ 2,066,988.77

Zeke Jackson

From: Kuehlmann, Tammy <tkuehlmann@donohue-associates.com>
Sent: Monday, March 10, 2014 12:23 PM
To: Zeke Jackson
Subject: Donohue admendment 2 revised
Attachments: Amendment. No 2 revisedpdf.pdf

Zeke,

Attached is the revised amendment 2. We have reduced the amount of construction time by 3 weeks to reflect the change in starting schedule. The result is a \$17,000+ reduction in the amendment fee estimate.

I've looked at the remaining fee in the design tasks. There is approximately \$2665 remaining for the design of lighting, which is needed to complete that design. There is also approximately \$3040 remaining in outreach tasks. We developed the contract for design and construction services, we estimated the amount of time and effort each task required. Since that time, the funding assistance was dramatically reduced. We also greatly reduced the amount of outreach as, after several meetings and discussions, the village decided not to make an advertizing/construction coordination push for the utility work. Most of those fees have already been diverted to cover some additional design and coordination that was requested by the Village. You have two choices for the remaining \$3000: we can hold it and help with public outreach when the DOT project starts or we can apply it to the additional cost of construction thereby reducing the amendment fee.

I am available to further discuss the amendment and contract once you've had a chance to review the information. I will be out of the office most of the day on Tuesday but in for the remainder of the week. We would like to get this issue resolved to everyone's satisfaction before construction starts again.

Tammy Kuehlmann, PE

Donohue & Associates, Inc.
3311 Weeden Creek Road, Sheboygan, WI 53081
Direct (920) 803-7364
General Office (920) 208-0296
tkuehlmann@donohue-associates.com

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AMENDMENT NO. 3 to
ENGINEERING SERVICES AGREEMENT
Bay Shore Drive Utility and Roadway Improvements (Project)
Executed May 19, 2011

This Amendment is by and between:

Village of Sister Bay (Owner)
2383 Maple Drive
PO Box 769
Sister Bay, WI 54234

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree to amend the original Agreement, as follows:

BACKGROUND

Donohue prepared plans and specifications for sanitary sewer and water main construction along Highway 57 and Gateway Drive in Sister Bay. The plans and specifications were incorporated into the roadway plans and special provisions for the Wisconsin Department of Transportation (WisDOT) reconstruction project. WisDOT will bid the project under their contract and bidding procedures. This contract amendment covers Donohue's general administration services during the construction of the sanitary sewer and water main.

For the utility construction, Donohue will coordinate schedules with WisDOT after they have executed contract documents. For budgeting, it is anticipated that the utility work will be completed over two consecutive weeks in mid to late July or early August 2015.

PART I – B. SCOPE OF SERVICES

The services have been modified to include the following additional activities:

General Administration of sanitary sewer and water main construction contract

1. Attend pre-construction conference prior to commencement of work at the Project site. WisDOT will send meeting invitations and agenda, conduct the meeting, prepare and distribute minutes. We anticipate that this meeting will be held in WisDOT's Green Bay office.
2. Visits to site and observation of construction. Donohue will provide up to two weeks of 'on-site' observation (90 hours) to document as an experienced and qualified design professional the progress and quality of the Work. Based on information obtained during such visits and such observations, Donohue will determine in general if the Contractor's work is proceeding in accordance with the contract documents, and Donohue shall keep Owner and WisDOT informed of the progress of the work. For this project budget, it is assumed that full time observation will be necessary during the installation of the utilities.

3. Recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Donohue believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.
4. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of contractor's work. Donohue will notify Owner and WisDOT when minor variations from the requirements of the contract documents.
5. Recommend change orders and work change directives to Owner and WisDOT. Owner will work with WisDOT to prepare change orders and work change directives as required.
6. Forward shop drawings to the design Donohue team for their review and approval. The designers will review shop drawings for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents.
7. Forward to designer for evaluation and determination of the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
8. Review Contractor's applications for payment and accompanying supporting documentation. Such recommendations of payment will be in writing and will constitute Donohue's representation to Owner, based on such observations and review, which, to the best of Donohue's knowledge, information and belief, that Contractor's work has progressed to the point indicated and the quality of such work is generally in accordance with the contract documents.
9. Receive and review maintenance and operating instructions, schedules, and guarantees. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples and the annotated record documents which are to be assembled by Contractor in accordance with the contract documents to obtain final payment.
10. Promptly after notice from Contractor that the Contractor considers the entire work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the work is substantially complete. The Donohue shall prepare a list of any observed deficiencies during the inspection.
11. Conduct a final inspection to determine if the completed work of the contractor is acceptable so that Donohue may recommend, in writing, final payment.
12. Receive and review annotated record documents, which are to be assembled by the contractor in accordance with the contract documents to obtain final payment. Prepare record drawings showing appropriate record information based on the Project annotated record documents received from the Contractor. The completed record drawing deliverables shall include one 11' x 17" printed-paper set of sanitary / water main plans, and one CD containing the pdf images. Electronic copies of the record drawings will be provided to WisDOT staff.

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased \$20,100 according to the following budget breakdown, resulting in a revised total contract amount of \$360,430 (original Agreement, Amendment 1-3).

Budget

Onsite observation including 10 hours for follow up and final items	100 hours at \$110 per hour Per diem 10 days (\$2250)*	\$13,350
General administration including pre-construction meeting	20 hours at \$145 per hour plus mileage	\$3,300
Record documents	8 hours at \$110 per hour	\$800
Contingency field time**	20 hours at \$110 per hour Per diem 2 days (\$450)*	\$2,650
TOTAL		\$20,100

*Per diem during construction assumes that we can secure a room at \$120 per night. Given that construction will proceed at the height of tourism season, we will work with you to make necessary adjustments if we cannot find a room at that rate.

** Contingency field time will be discussed with Village staff prior to sending the time and per diem

The total contracted compensation does not include the per diem costs for additional meetings and additional design services that have been previously authorized and billed based on actual time and expenses and detailed on invoices, and paid by the Village of Sister Bay.

APPROVED FOR OWNER

APPROVED FOR DONOHUE

By: _____

By: _____

Printed Name: _____

Printed Name: David Froh, PE

Title: _____

Title: Vice President

Date: _____

Date: _____

Zeke Jackson

From: Pelischek, Jeffrey S <JSPelischek@wisconsinpublicservice.com>
Sent: Thursday, January 29, 2015 6:46 AM
To: Zeke Jackson
Cc: Valleskey, Michael L
Subject: temporary lighting

Zeke,

We will bill you time and material directly for the temporary lighting. Let me know what the DOT requires for temporary lighting and I can figure how many we will need. My estimate to relocate the poles will be \$500 per pole/light/wire. We will need to install some of the poles on private property outside of the construction area so that may mean permission from some landowners. I think we can place a few on Village property which will help but the lights on other properties could mean damaging some flowers/shrubs, etc. I will try my best to minimize damage to their properties.

Jeff Pelischek

Regional Electrical Designer | Two Rivers | Wisconsin Public Service

920-657-1816

920-323-4836 *cell*

Zeke Jackson

From: Farrell, Alan E - DOT <Alan.Farrell@dot.wi.gov>
Sent: Thursday, January 29, 2015 2:15 PM
To: Zeke Jackson
Cc: Schuurmans, Robert - DOT; Ashauer, Jeremy J - DOT
Subject: WisDOT 4610-06-00 - STH 42, Sister Bay - Temporary Lighting

Zeke,

I spoke with Bob Schuurmans this afternoon and confirmed what we spoke about. If the temporary lights are not within the right-of-way, WisDOT does not have any permit to issue. The only time that WisDOT would have an issue with temporary lights is we receive complaints from drivers being blinded by some sort of temporary system.

Please contact us with any questions.

Thank you,

Alan E. Farrell, P.E.
WisDOT NE Region
Project Development Section
(920) 492-4172
944 Vanderperren Way
Green Bay, WI 54304
alan.farrell@dot.wi.gov