#### TOWN OF BROOKFIELD TOWN BOARD MINUTES DECEMBER 5, 2023

The regular meeting of the Town Board, Sanitary District No. 4, and Utility District No. 1 was held in the Erich Gnant Room of the Town Hall, 645 N Janacek Road, Brookfield, WI.

#### 1) CALL TO ORDER.

Chairman Keith Henderson called the meeting to order at 7:00 p.m. with the following people present: Supervisors John Charlier, Steve Kohlmann, Ryan Stanelle, and John Schatzman; Sanitary District No. 4 Superintendent Tony Skof, Town Planner Bryce Hembrook, Town Attorney Michael Van Kleunen and Administrator/Interim Clerk Tom Hagie.

#### 2) MEETING NOTICES.

The meeting was noticed in accordance with Open Meeting Law.

#### 3) APPROVAL OF AGENDA.

Motion by Supervisor Schatzman to approve.

Seconded by Supervisor Stanelle.

Motion Passed Unanimously.

#### 4) APPROVAL OF MINUTES.

Motion by Supervisor Stanelle to approve the minutes of November 14, 2023 Budget Public Hearing as presented.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

Motion by Supervisor Stanelle to approve the minutes of November 14, 2023 Town Board meeting as presented.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

#### 5) CITIZEN COMMENTS.

None.

#### 6) OLD BUSINESS.

None.

#### 7) NEW BUSINESS.

#### a. Discover Brookfield Quarterly Update.

Anna Matel Antoine, Tourism Director at Discover Brookfield, provided an update on the upcoming events, new marketing strategies, and finances of Discover Brookfield.

No Action.

b. Discussion and possible action regarding the appointment of Elections Inspectors for the 2024-2026 term.

Motion by Supervisor Kohlmann to approve.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

c. <u>Discussion and possible action regarding a Wisconsin Department of Natural Resources Urban Nonpoint Stormwater</u>
Management Grant to update the Stormwater Quality Management Plan.

Motion by Supervisor Kohlmann to table to the December 19 Town Board meeting.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

d. <u>Discussion and possible action regarding a Strand Associates, Inc. Stormwater Quality Management Plan Update task order.</u>

Motion by Supervisor Kohlmann to table to the December 19 Town Board meeting.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

e. <u>Discussion and possible action regarding the 2024 Town Advocacy Council membership renewal.</u>

Motion by Supervisor Schatzman to approve the 12-month membership option in the amount of \$1,609.75.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

f. <u>Discussion and possible action regarding proposed legislation.</u>

Attorney Van Kleunen summarized multiple recent proposed legislative proposals at the state level related to towns. *No Action.* 

#### 8) <u>DEPARTMENTS, BOARDS, COMMITTEE/COMMISSION REPORTS/RECOMMENDATIONS.</u>

#### a. Plan Commission

i. <u>Discussion and possible action to consider a request by David Wimmer for a Conditional Use Permit Amendment to Northbrook Apartment Building to increase the number of proposed dwelling units by 3 units, located at 700 north Barker Road (BKFT1122993005).</u>

Motion by Supervisor Schatzman to approve.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

ii. Recommendation of approval for a Zoning Code Text Amendment to Section 17.02(14)(g)11, related to fences.

Motion by Supervisor Charlier to approve.

Seconded by Supervisor Schatzman.

Motion Passed Unanimously.

iii. Ryan Janssen, representing Avery & Birch, for a recommendation for Conceptual Approval of a new building consisting of a three-story salon suite facility, located at 21055 Crossroad Circle.

Motion by Supervisor Schatzmann to table to the December 19 Town Board meeting.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

#### b. Sanitary District No. 4

i. <u>Discussion and possible action regarding the acceptance of the utilities for the Crosswinds Preserve development located at 760 N Brookfield Road.</u>

Motion by Supervisor Stanelle to approve.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

ii. <u>Discussion and possible action regarding the Sewer Rate Study.</u>

Motion by Supervisor Schatzman to approve the 2024 sewer rate increase as presented with an annual rate review.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

iii. Discussion and possible action regarding the proposed 2024 Sanitary District No. 4 Budget.

Motion by Supervisor Charlier to approve the budget as presented.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

#### 9) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Schatzman to approve vouchers dated 11/15/2023-12/5/2023 in the amount of \$232,581.57.

Seconded by Supervisor Stanelle.

Motion Passed 4-0 with Supervisor Kohlmann voting present.

#### 10) COMMUNICATION AND ANNOUNCEMENTS.

Supervisor Schatzman complimented the fall edition of the Town Tidings.

#### 11) ADJOURN.

Motion by Supervisor Kohlmann to adjourn at 7:31 p.m.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

Respectfully submitted,

Tom Hagie

Town Administrator/Interim Clerk

#### **Agreement for Professional Services**

This Agreement is effective as of January 1, 2024, between Town of Brookfield (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2024 Town of Brookfield Municipal Planning Services** 

Client's Authorized Representative: Tom Hagie

Address: 645 N. Janacek Road, Brookfield, Wisconsin, 53045, United States

**Telephone:** 262.796.3788 **email:** administrator@townofbrookfield.com

Project Manager: Brea Grace

Address: 501 Maple Avenue, Delafield, Wisconsin 53018

**Telephone:** 608.977.0002 **email:** bgrace@sehinc.com

**Additional Staff:** 

Bryce Hembrook **Telephone:** 414.949.8914 **email:** bhembrook@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

#### **Property Location:**

Town of Brookfield, 645 N. Janacek Road, Brookfield, WI 53045, Waukesha County, Wisconsin.

#### Project Understanding/Scope:

We understand that the Town is interested in hiring a planner that will be the primary point of contact for applicants that need planning/zoning permitting and Architectural Committee, Plan Commission and Town Board approval. The planner will understand the approval process and help applicants from initial conversations through final decisions. The planner will conduct regularly scheduled office hours to assist applicants and the town on planning related matters.

The planner will need to be well organized to track projects. We also understand that the planner will need to have extensive knowledge of the Town's zoning code. This will enable the planner to provide proper direction for both applicants and Town matters. Our planning team recently drafted a Comprehensive Plan for the Town of Brookfield. The knowledge base from this project has been instrumental in assisting the Town with future planning related decisions. Our team is currently drafting a Comprehensive Outdoor Recreation Plan and updating the Town's Zoning Ordinance. Our team has expertise in Waukesha County shoreland zoning; federal, state, and local floodplain regulations; and many ongoing land use matters in the Town of Brookfield.

#### **Town On-Going Planner Tasks:**

As the Town Planner, we will perform tasks on an ongoing basis. These tasks include:

- Pre-application meetings with members of the public and processing of applications to the Plan Commission and Town Board, as well as to the Board of Appeals and Architectural Control Committee on an as needed basis.
- Review and recommendation at Town meetings for action on applications.
- Preparation of the monthly Board of Appeals, Architectural Control Committee, and Plan Commission agendas and packets. Assistance with the preparation of the Town Board agendas and packets.
- Preparation of public hearing notices.
- Preparation of municipal code minor text revisions relating to planning and zoning matters.
- Attendance at monthly Plan Commission and Town Board meetings.
- Attendance at Board of Appeals and Architectural Control Committee meetings as required.
- Attendance at planning staff meetings.
- Conducting office hours at the Town Hall, at times to be mutually determined by the Town
  Administrator and the Consultant. Office hours are planned to be two half days for a total of 8 hours
  per week. The planner will return phone calls, meet with applicants, and conduct planning related
  work during these hours. These hours may need to change based on applicant volume and
  customer service expectations. No changes will be made without Town Administrator written
  approval.

#### **Town Planner Time for Town Tasks:**

All time that is related to typical Town funded planning tasks will be billed on a lump sum monthly basis.
These tasks include office hours, initial phone calls and meetings with applicants, attending internal staff
meetings and attending Plan Commission and Town Board meetings. Essentially, this includes all normal
planning efforts that are not related to a reimbursable project/application or Town-initiated project-based
service.

#### **Town Planner Time Related to Applicant Reimbursement:**

- Once a project has a professional reimbursement form on file with the Town, the Town will be billed on an hourly rate that will be passed through to the applicant.
- Detailed invoices of time spent, and actual tasks will be provided to the Town for each project/application on a monthly basis.

#### **Project-Based Services:**

- Project-based services are for specific requested projects that are not part of the day-to-day planning duties.
- Once a project is defined and direction from the Town is given, a new billing project number will be
  assigned to the project. A separate budget and scope will be defined with each new project. If a project
  warrants a separate Supplemental Letter of Agreement (SLA), an SLA will be prepared.
- Typical projects may include comprehensive planning, economic development planning, zoning code text and map updates, planning studies, and the development of website materials and application forms/checklists, etc.

**Schedule:** Said work, as described in Scope, will be completed *as mutually agreed upon* after receipt of signed contract and all items to be furnished by client. The term of this agreement is from January 1, 2024 to December 31, 2024.

#### Payment:

Town Planner Time for Town Tasks: Will be billed on a lump sum basis of \$5,000/month from January 1, 2024-June 30, 2024 and \$5,250/month from July 1, 2024-December 31, 2024. The rate increase is a result of mid-year employee pay increases. See attached Exhibit A-2. Alternatively, at any time the Town may request that SEH bill based on time and expense, which would then consist of the rates specified for applicant reimbursement. The request shall be made in writing at least 30 days prior to change in billing. See below.

The billing rate on a time and expense basis will be as follows:

**Brea Grace** \$175/hour

Bryce Hembrook \$140/hour January 1, 2024-June 30, 2024 \$142/hour July 1, 2024-December 31, 2024

Town Planner Time Related to Applicant Reimbursement: Will be billed on a time and expense basis. The billing rate for the Town Planner will be \$140/hour between January 1, 2024-June 30, 2024 and \$142/hour between July 1, 2024-December 31, 2024 per hour. The billing rate for the Senior Municipal Planner will be \$175 per hour. The Town Planner will conduct a majority of business, but if a specific project warrants it, the Senior Municipal Planner will complete or assist with the review. Our firm will not bill for the time spent reviewing another planner's work or planner oversight. See attached Exhibit A-1.

Project Based Services: Will be billed on a time and expense basis not to exceed an amount agreed to by the Town Administrator. See attached Exhibit A-1 for billing rates. The budget will be defined with a supplemental letter agreement or as defined above.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.		Town of Brookfield		
	Brea Grece			
By:		By:		
Full Name:	Brea Grace	Full Name:		
Title:	Community Development Specialist II	Title:		

# Exhibit A-1 to Agreement for Professional Services Between Town of Brookfield (Client) and

Short Elliott Hendrickson Inc. (Consultant)
Dated November 21, 2023

# Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

#### A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

#### **B.** Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

- 1. Transportation and travel expenses.
- 2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
- 3. Lodging and meal expense connected with the Project.
- 4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
- 5. Plots, Reports, plan and specification reproduction expenses.
- 6. Postage, handling and delivery.
- Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
- 8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
- 9. All taxes levied on professional services and on reimbursable expenses.
- 10. Other special expenses required in connection with the Project.
- 11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

#### C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

#### Exhibit A-2 to Agreement for Professional Services Between Town of Brookfield (Client) and

Short Elliott Hendrickson Inc. (Consultant)
Dated November 21, 2023

# Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

#### A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

#### B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

- 1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
- 2. Other special expenses required in connection with the Project.
- 3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

#### **General Conditions of the Agreement for Professional Services**

#### SECTION I - SERVICES OF CONSULTANT

#### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

#### B. Schedule

- Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
- 2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

#### C. Additional Services

- 1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
- Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

#### D. Suspension and Termination

- 1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
- 2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
- 4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

#### **SECTION II - CLIENT RESPONSIBILITIES**

#### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

- 2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
- 3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
- 4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
- 5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
- 6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
- 7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

#### SECTION III - PAYMENTS

#### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
- Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

#### SECTION IV - GENERAL CONSIDERATIONS

#### A. Standards of Performance

- 1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- 2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- 3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

#### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

#### C. Limitations on Liability

- 1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- 2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- 3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

- asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
- 4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

#### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

#### E. Dispute Resolution

- 1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- 2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

#### SECTION V - INTELLECTUAL PROPERTY

#### A. Proprietary Information

- 1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- 2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

#### B. Client Use of Instruments of Service

- 1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- 2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

#### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Ord. No.: 2023-07

# ORDINANCE REPEALING AND RECREATING SECTIONS 14.01(3) AND 14.03(3)(A), AND CREATING SECTIONS 14.01(8) AND 14.03(3)(E), OF THE MUNICIPAL CODE OF THE TOWN OF BROOKFIELD

**NOW THEREFORE,** the Town Board of the Town of Brookfield, Wisconsin do ordain as follows:

SECTION 1: Section 14.01(3) of the Town Code is hereby repealed and recreated as follows:

- (3) State codes adjoined. Except as otherwise specifically provided herein, the provisions of the Wisconsin Administrative Code, Chs. SPS 320-325, the Uniform Dwelling Code, Chs. SPS 361-366, the Wisconsin Commercial Building Code, and Chs. SPS 375-379, Buildings Constructed Prior to 1914, are hereby made part of this code by reference.
  - SECTION 2: Section 14.01(8) of the Town Code is hereby created as follows:
- (8) Delegated appointed agent municipality. The Town has adopted the Appointed Agent Municipality Status as described in SPS 361.60 and SPS 382 of the Wisconsin Administrative Code.
  - (a) Responsibilities. The Town shall assume the following responsibilities for the State of Wisconsin Department of Safety and Professional Services:
    - 1. Provide inspection of commercial buildings with certified commercial building inspectors.
    - 2. Provide plan examination of commercial buildings with certified commercial building inspectors.
  - (b) Plan examination. Drawings, specifications and calculations for all the types of buildings and structures, except state-owned buildings and structures and other structures exempted in SPS 361.03(3) & SPS 382, to be constructed within Town limits shall be submitted, if the plans are for any of the following:
    - 1. A new building or structure.
    - 2. An addition to a building, structure, or building system such as fire alarm, sprinkler, plumbing, or HVAC system.

- 3. An alteration of a building space, element, or structure, including alteration of an existing fire alarm system, fire sprinkler system, plumbing system, HVAC system, or replacement of equipment or fixtures within those systems.
- (c) Jurisdictional waiver. The Town may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in which case plans and specifications shall be submitted to the Department of Safety and Professional Services for review and approval. The Department of Safety and Professional Services may waive its jurisdiction for the plan review of a specific project, where agreed to by the Town, in which case plans and specifications shall be submitted to the Town for review and approval.

SECTION 3: Section 14.03(3)(a) of the Town Code is hereby repealed and recreated as follows:

(a) An application shall include four sets of plans or one set of plans with three project cover sheets. In all instances, the plans shall be signed and sealed as required by SPS 361.31 or SPS 382, one set of specifications, component and system plans, and calculations demonstrating compliance with the Town's Code. The application, plans, specifications and applicable documents filed by an applicant for a permit shall be reviewed by the Building Inspector. If they are found to conform to the requirements of this code and all other applicable laws or ordinances, the Building Inspector shall upon receipt of the required fee, issue a permit.

SECTION 4: Section 14.03(3)(e) of the Town Code is hereby created as follows:

(e) Electronic or digital media format. Nothing in this code or chs. SPS 361 to 366 and SPS 380–387 is intended to prohibit the submission and acceptance of plans and construction documents in an electronic or digital media format. However, if plans are approved electronically, two sets of hard copies bearing the approval stamp of the reviewer is still required to be submitted prior to permit issuance.

<u>SECTION 5:</u> All other provisions of the Town Code shall remain in full force and effect.

<u>SECTION 6:</u> All ordinances or parts of this Ordinance conflicting or contravening the provisions of this Ordinance are hereby repealed.

SECTION 7: This Ordinance shall take effect upon passage and posting or publication as provided by law.

[Signature Page to Follow]

# PASSED AND ADOPTED by the Town Board of the Town of Brookfield, Waukesha

County, Wisconsin this, day of	·
BY: KEITH HENDERSON, Chairman	BY:STEVE KOHLMANN, Supervisor
BY:	BY:
BY:RYAN STANELLE, Supervisor	ATTEST:
RYAN STANELLE, Supervisor	Name:

**Ord. No.:** <u>2023-08</u>

# ORDINANCE REPEALING AND RECREATING SECTIONS 5.23(1) AND 5.23(1)(a) of THE MUNICIPAL CODE OF THE TOWN OF BROOKFIELD

**NOW THEREFORE,** the Town Board of the Town of Brookfield, Wisconsin do ordain as follows:

<u>SECTION 1</u>: Section 5.23(1) and 5.23(1)(a) of the Town Code is hereby repealed and recreated as follows:

- (1) Fire Department review. One copy of approved plans and calculations, if approval is required by Wisconsin Statutes, rules or regulations, and one copy of cut sheet on all fire-protection and/or fire alarm equipment be submitted electronically to and approved by the Fire Department Bureau of Fire Prevention.
  - (a) One hard copy of approved plans, if approval is required by Wisconsin Statutes, rules or regulations be submitted by mail to the Fire Department Bureau of Fire Prevention.

<u>SECTION 2:</u> All other provisions of the Town Code, including Sections 5.23(1)(b)–(f), shall remain in full force and effect.

<u>SECTION 3:</u> All ordinances or parts of this Ordinance conflicting or contravening the provisions of this Ordinance are hereby repealed.

<u>SECTION 4:</u> This Ordinance shall take effect upon passage and posting or publication as provided by law.

[Signature Page to Follow]

# PASSED AND ADOPTED by the Town Board of the Town of Brookfield, Waukesha

County, Wisconsin this, day of	
BY:	BY:STEVE KOHLMANN, Supervisor
KEITH HENDERSON, Chairman	STEVE KOHLMANN, Supervisor
BY:	BY:
JOHN CHARLIER, Supervisor	JOHN R. SCHATZMAN, Supervisor
BY:	ATTEST:
RYAN STANELLE, Supervisor	Name:
	T:41a.

# TOWN OF BROOKFIELD PLANNING COMMISSION RECOMMENDATIONS NOVEMBER 28, 2023

Town Chairman Keith Henderson called the meeting to order at 7:00pm on Tuesday, November 28, 2023, at the Town of Brookfield Town Hall, 645 North Janacek Road, Brookfield, Wisconsin. Also present at the meeting was Supervisor Ryan Stanelle; Commissioners Jeremy Watson, Len Smeltzer, and Kevin Riordan; and Town Planner Bryce Hembrook. Commissioners Gordon Gaeth and William Neville were absent and excused.

# TOWN OF BROOKFIELD FOR A RECOMMENDATION OF APPROVAL FOR A ZONING CODE TEXT AMENDMENT TO SECTION 17.02(14)(G)11, RELATED TO FENCES

Commissioner Watson moved to **recommend to the Town Board to approve option 1** of the proposed Zoning Code Text Amendment to Section 17.02(14)(g)11 related to fences.

The motion was seconded by Commissioner Riordan. The motion carried. Smeltzer opposed.

# RYAN JANSSEN, REPRESENTING AVERY & BIRCH, FOR A RECOMMENDATION FOR CONCEPTUAL APPROVAL OF A NEW BUILDING CONSISTING OF A THREE-STORY SALON SUITE FACILITY, LOCATED AT 21055 CROSSROAD CIRCLE

Commissioner Watson moved to **recommend conceptual approval** of a new building consisting of a three-story salon suite facility, located at 21055 Crossroad Circle.

The motion was seconded by Supervisor Stanelle. The motion carried.

# STEVE MCCLEARY (RA SMITH, INC.) REPRESENTING DISCOUNT TIRE, FOR A RECOMMENDATION FOR SITE PLAN APPROVAL FOR PROPOSED CHANGES TO THE SUBJECT PROPERTY SITE PLAN TO EXPAND PARKING AREA ON NORTH SIDE OF THE PROPERTY AND ALONG THE BUILDING AND TO UPDATE THE LANDSCAPING PLAN, LOCATED AT 20120 WEST BLUEMOUND ROAD

Commissioner Watson moved to **recommend site plan approval** proposed changes to the subject property site plan to expand parking area on north side of the property and along the building and to update the landscaping plan, located at 20120 West Bluemound Road.

The motion was seconded by Supervisor Stanelle. The motion carried. Riordan abstained.



Building a Better World for All of Us®

#### TOWN OF BROOKFIELD PLAN COMMISSION ZONING REPORT

TO: Plan Commission

FROM: Bryce Hembrook, AICP

**Town Planner** 

REPORT DATE: November 21, 2023 PC MEETING DATE: November 28, 2023

RE: Avery & Birch – Conceptual Approval 21055 Crossroads Circle BKFT1129999007

21055 Clossidads Circle BKF1112555500

SEH No. 171421, TASK 38

**Applicant:** Ryan Janssen (Avery & Birch) **Application Type:** Conceptual Approval

#### Request

Conceptual approval of a new building consisting of a three-story salon suite facility, located at 21055 Crossroads Circle.

#### **Summary of Request**

- Zoning District = B-2 Limited General Business District
- Currently a vacant 3.6 acre parcel in an office park.
  - Quest Interiors received final approval for their facility on the subject property earlier this year, but decided to no longer pursue the project.
- The applicant intends to split the existing lot into 2 lots.
  - Proposed lot size = Approximately 1.7 acres or 74,052 square feet.
  - This will require a certified survey map review and approval.
- Proposed structure = 17,619 total square foot three-story facility with salon suites. Approximately 5,875 square feet each floor.
- Approximately 77 parking stalls currently proposed, including 2 handicap stalls.
  - The proposed use is likely considered a personal service use, which requires one space per 200 square feet of gross floor area, plus one space per employee for the work shift with the largest number of employees.
  - According to the code, 88 parking spaces are required for the square footage and the number of employees is unknown at this time.
  - o The proposed site plan shows a drive access connection to the future lot to the north.
- Proposed setbacks:
  - o Front = 220+'
  - Side = 66' north and 47' south

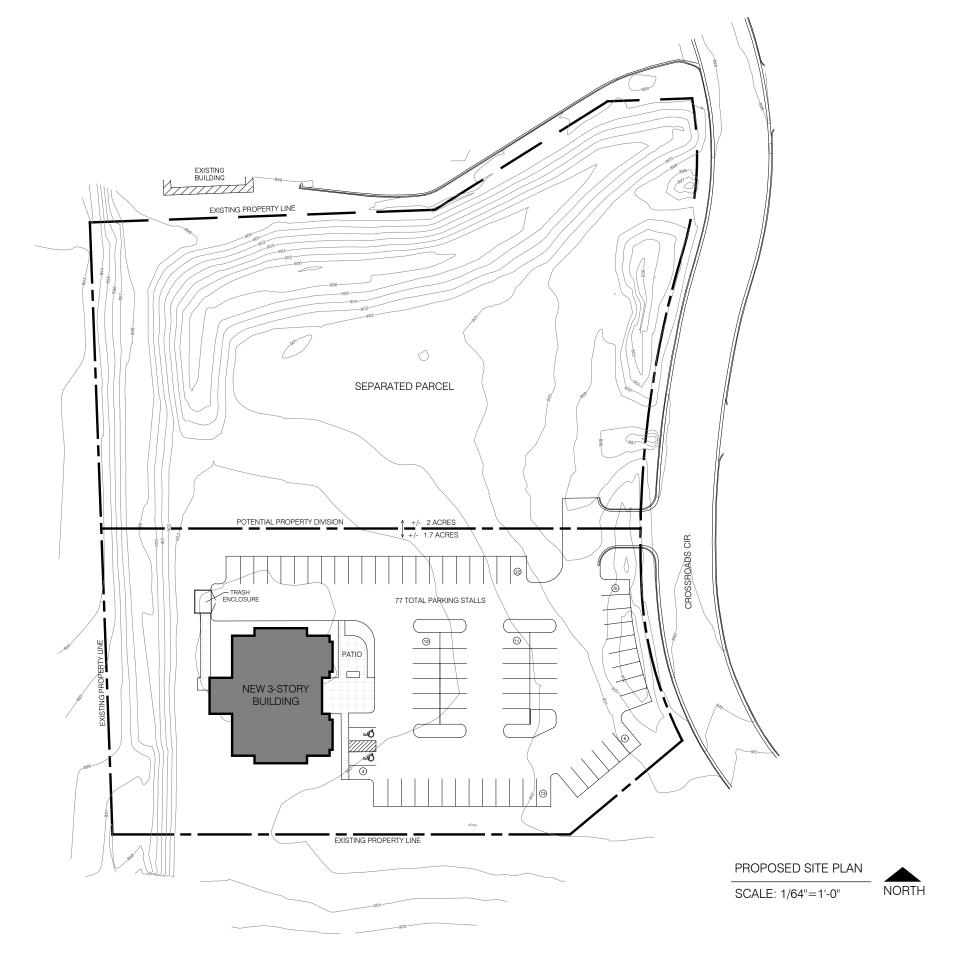
- o Rear = 67'
- o All building setbacks will meet code requirements.
- The pavement setback along the Crossroads Circle right-of-way appears to not meet the 10' requirement (8' is proposed).
- Sum total of floor area
  - Proposed = 23.79% of lot area.
  - Required = No less than 6,000sf or 15% of the lot area, whichever is less. Shall not exceed 50% of lot area.
  - o Requirement is met.
- No building height dimensions were provided but the building will likely meet the 45' height requirement.
- There are single-family residences directly to the west of the subject property, but only one of the adjacent parcels is zoned residential. The applicant intends to keep the existing landscaping to serve as a buffer for the residential properties.

The development review team has provided some initial feedback regarding the plans, but most of the comments or concerns can be addressed later in the review process. The purpose of conceptual project review shall be to determine the best use of a building site. The Plan Commission will consider the proposed land use and its compatibility with adjacent land uses. The Plan Commission should consider ingress and egress, off-street parking, and internal traffic patterns.

#### **Staff Recommendation**

Per the discretion of the Plan Commission.

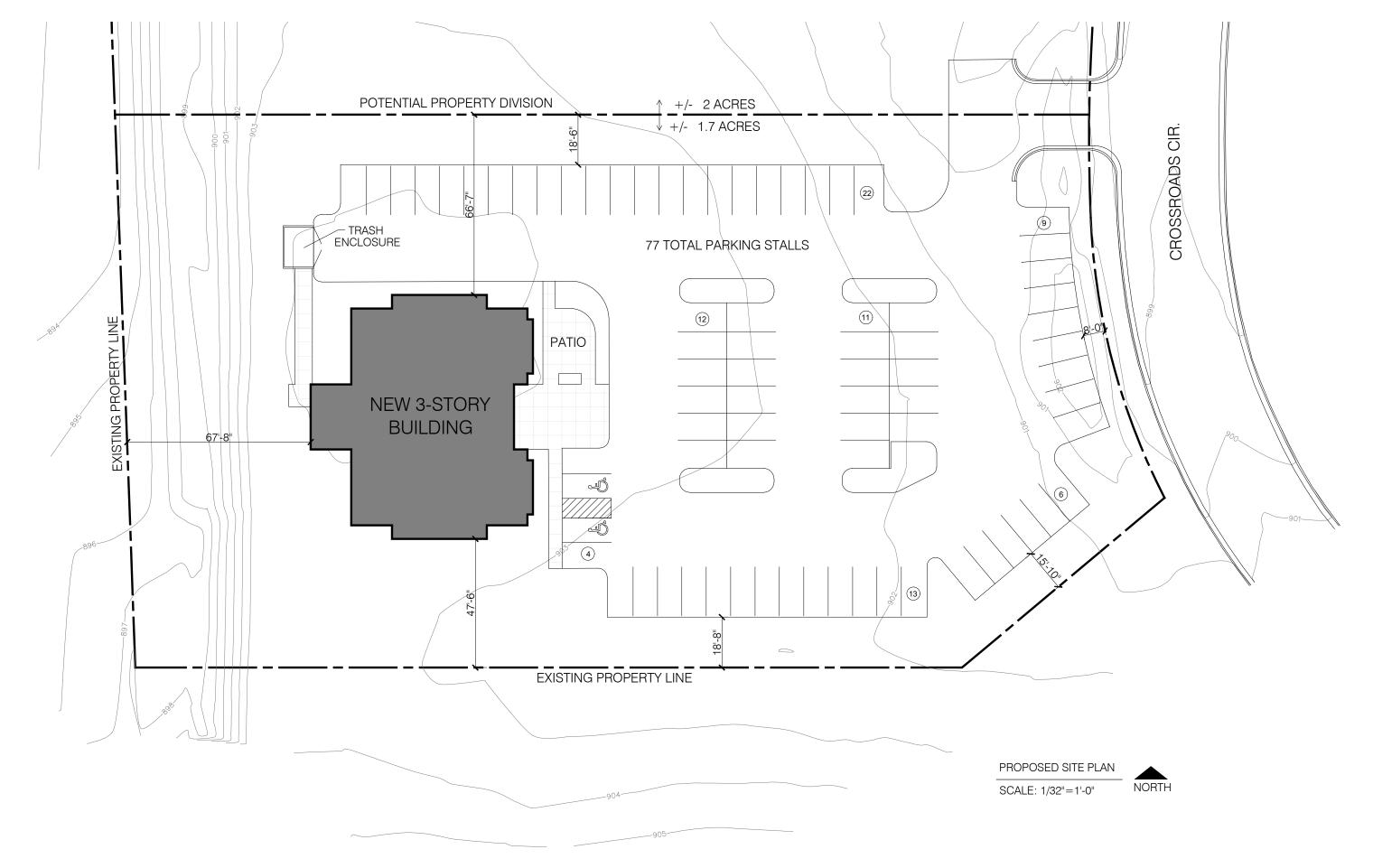






**AVERY & BIRCH** 

21055 CROSSROADS CIR WAUKESHA, WI 53186





**AVERY & BIRCH** 

21055 CROSSROADS CIR WAUKESHA, WI 53186



Building a Better World for All of Us®

#### TOWN OF BROOKFIELD PLAN COMMISSION ZONING REPORT

TO: Plan Commission

FROM: Bryce Hembrook, AICP

**Town Planner** 

REPORT DATE: November 21, 2023 PC MEETING DATE: November 28, 2023

RE: Discount Tire - Site Plan Review

20120 W Bluemound Rd BKFT1123999001

SEH No. 171421, TASK 37

Applicant: Steve McCleary (ra Smith, Inc), representing Discount Tire

**Application Type:** Site Plan and Landscaping Plan Review

#### Request

Review and approve proposed changes to the subject property site plan to expand parking area on north side of the property and along the building and to update the landscaping plan.

#### **Summary of Request**

- Discount Tire is in the process of moving into the existing F&F Tire building and plan to expand their parking area. The use of the property will remain the same.
- The Architectural Review Committee reviewed and approved changes to the proposed exterior alteration changes and approved two signs.
- Proposing to remove five existing parking stalls on north side and expand the parking lot to the north. The new northern parking lot will consist of 17 parking stalls and a trash enclosure.
- The applicant is also requesting to add three parking stalls near the southeast side of the building. Two of the three parking stalls will be ADA-compliant.
- The existing site has 37 parking stalls and the proposed site plans shows 49 parking stalls.
- The applicant has also provided a landscaping plan for the new parking area and shows the existing landscaping.
  - The Town Engineer will review the proposed landscaping and determined that the plan meets code requirements and I will provide an update at the Plan Commission meeting.

#### **Staff Recommendation**

Per the discretion of the Plan Commission.

# FOR DISCOUNT TIRE 20120 WEST BLUEMOUND ROAD BROOKFIELD, WI 53045

VICINITY MAP

# DEVELOPER/OWNER:

BR OF WISCONSIN 19 LLC PO BOX 13125 MILWAUKEE, WI 53213-0125

# CIVIL ENGINEER/LANDSCAPE ARCHITECT:



16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com

#### FIELD DATE JULY 25, 2023

HORIZONTAL DATUM
Wisconsin State Plane Coordinate System, South Zone (NAD 27).
(same as adjoining CSM 11798)

Concrete Mon with Alum Cap at West 1/4 corner (Barker Rd)
N. 384169.49
E. 2490103.70

#### VERTICAL DATUM NAVD 1988(12)

STARTING BENCHMARK

Concrete Mon with Alum Cap at West 1/4 corner (Barker Rd) elev 832.48 (per GPS observation on tie sheet) 384169.49 E. 2490103.70

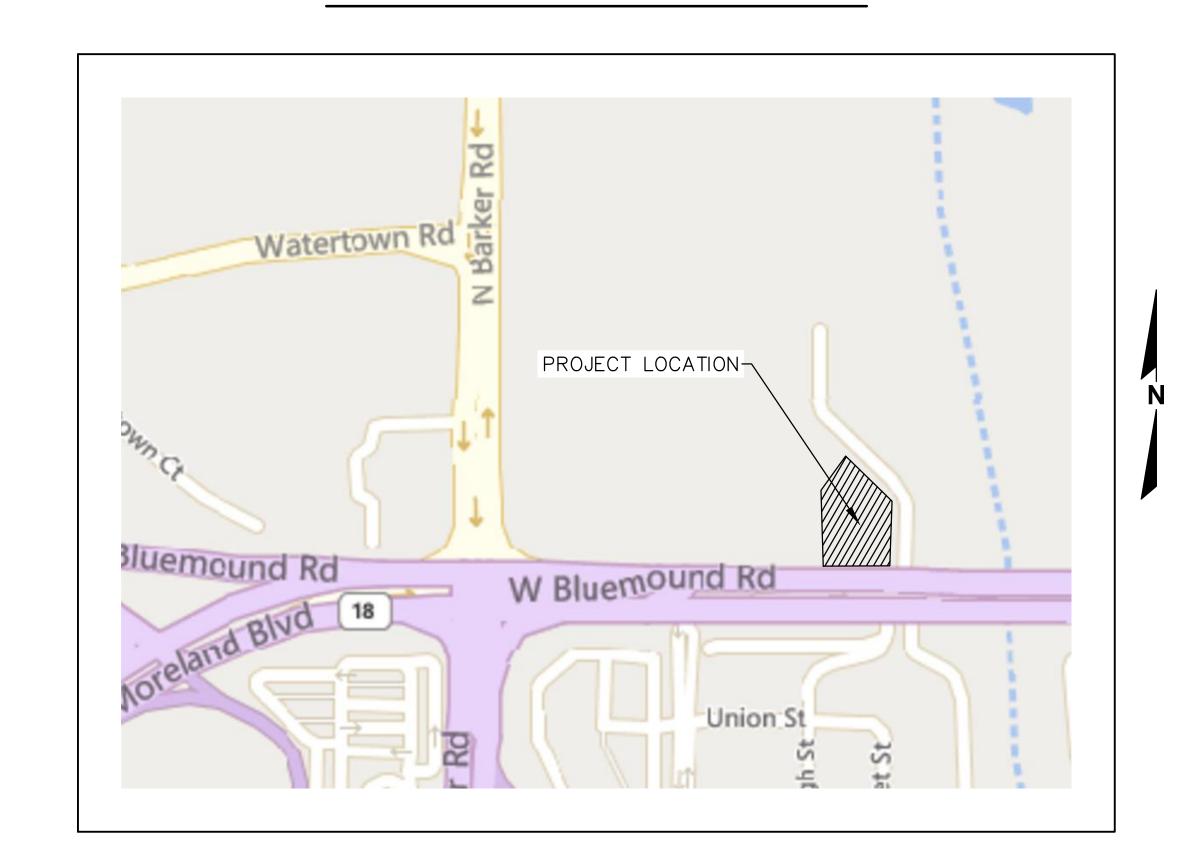
# SITE BENCHMARKS

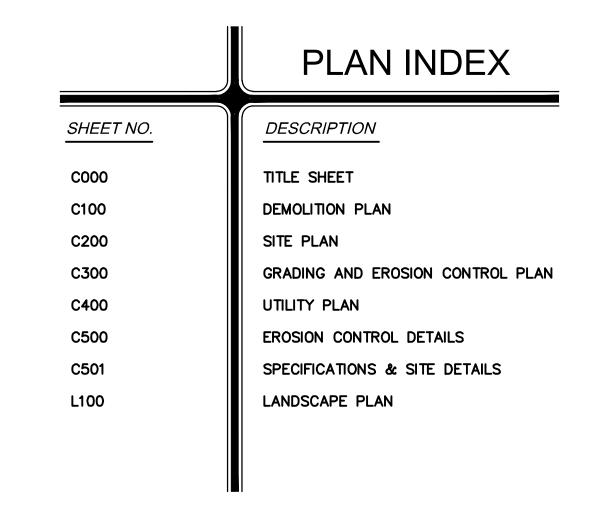
#1002 - SW bolt on Hydrant on West side of Poplar Creek Drive, elevation 846.67

Door Sill at main Entrance, South side of Building, elevation 848.99

# Disclaimer:

The above vertical and horizontal reference points were measured on the field date listed hereon for the purpose of locating visible improvements and elevations illustrated on the design survey. The reference points are not intended for construction purposes nor is the perpetuation and/or protection of the reference points ensured. All reference points must be field verified prior to use in construction and/or layout staking.





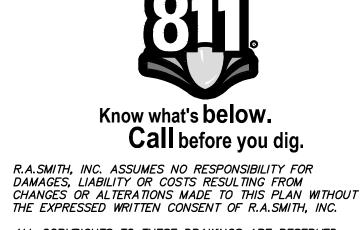
PLAN PREPARED BY:

CHRISTOPHER WHITE
R.A. SMITH, INC.

(262) 317-3286

christopher.white@rasmith.com

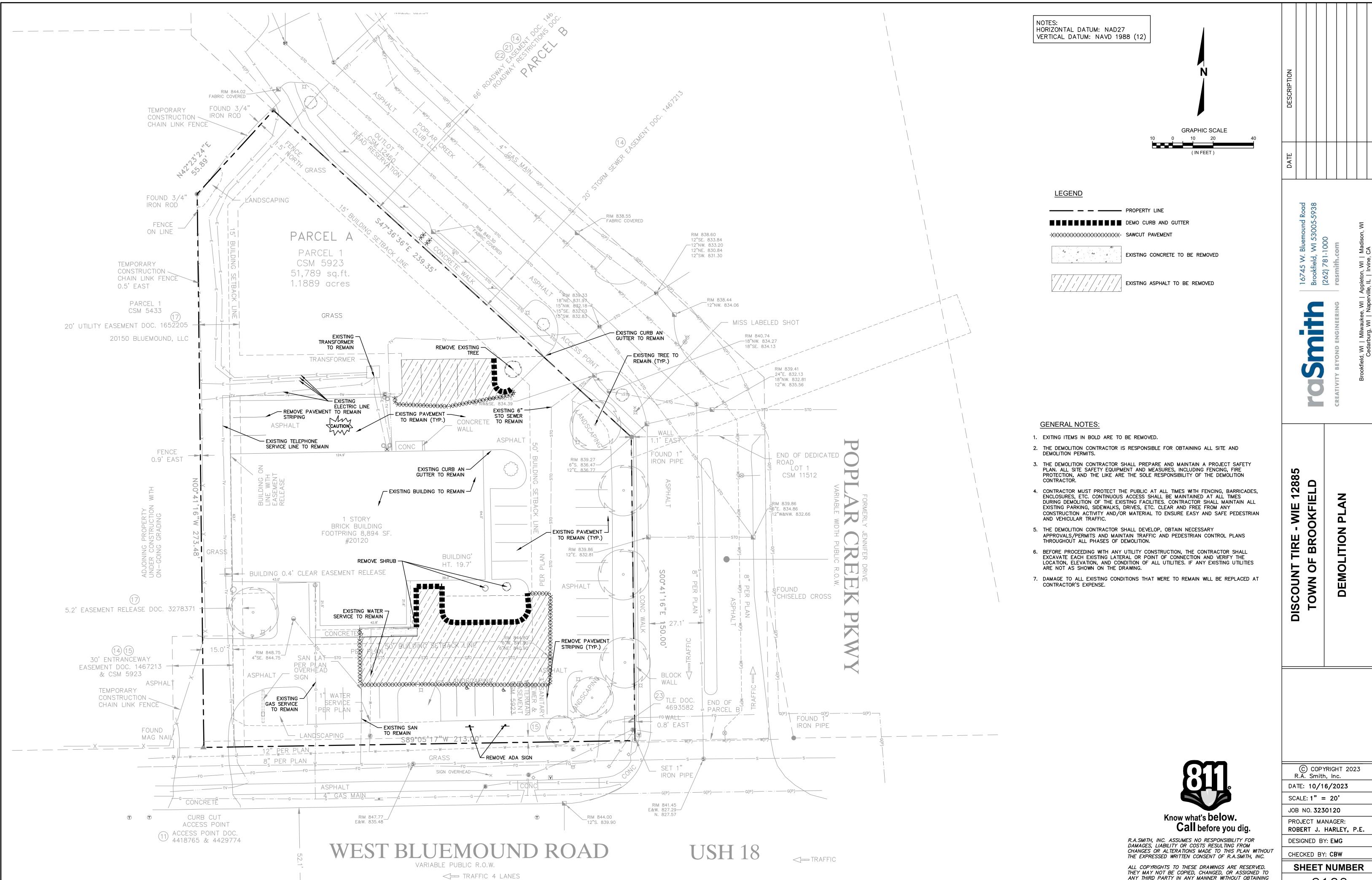
45676-6 10/16/2023
NUMBER DATE



ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED.
THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO
ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING
THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

PLAI	N DATE	E: 10/16/2023	
REVISIONS	ISSUE DATE	SHEET NO.'S	ISSUED FO

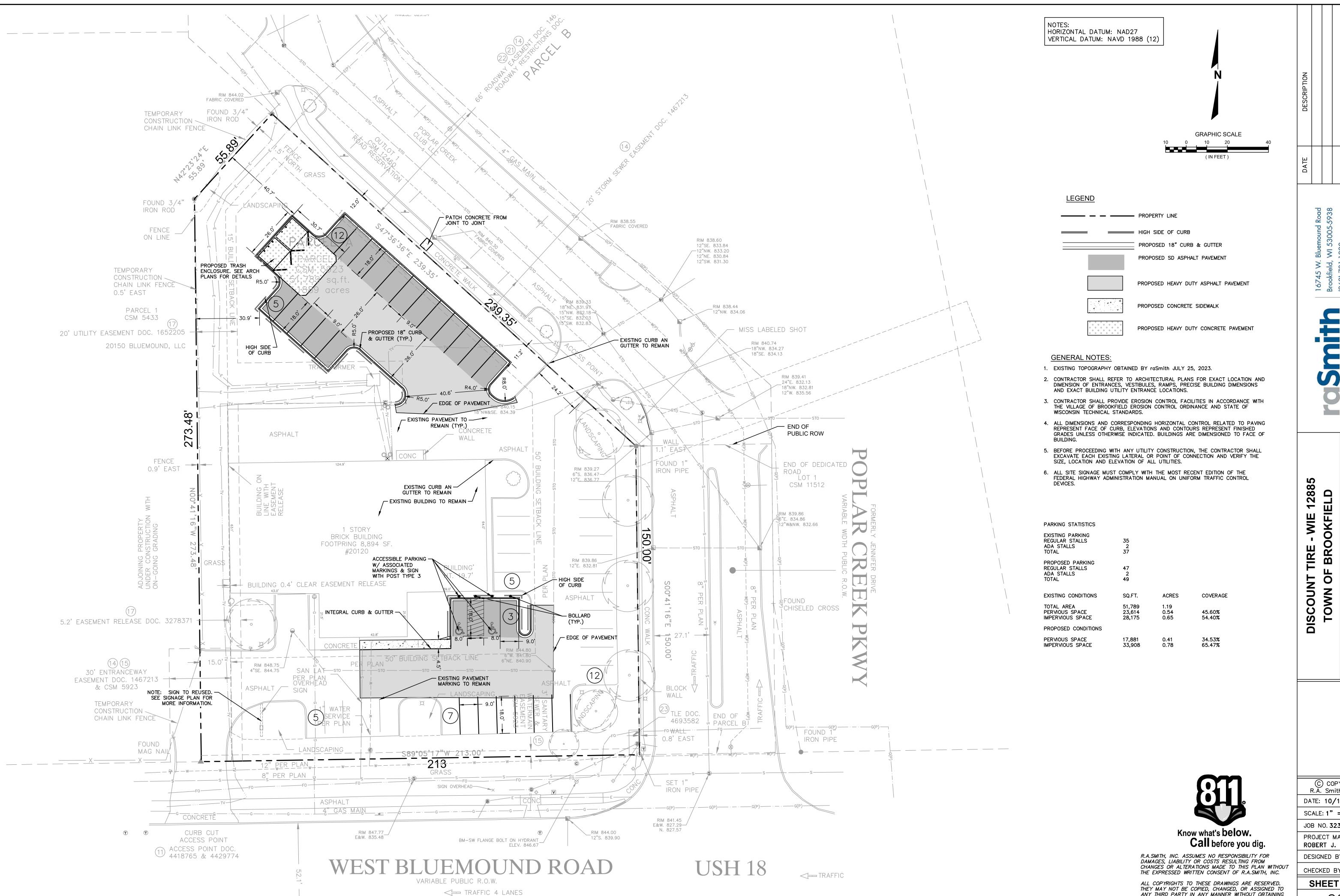
DISCOUNT TIRE - WIE 12885 TOWN OF BROOKFIELD	TITLE SHEET			
© COPYRIGHT 2023				
© COPYRIGHT 2023 R.A. Smith, Inc.  ATE: 10/16/2023  CALE: NTS				
CALE: NTS				
OB NO. <b>3230120</b>				
ROJECT MANAGER: OBERT J. HARLEY, P.E.				
ESIGNED BY: EMG				
HECKED BY: CBW				
SHEET NUMBER				
OB NO. 3230120  ROJECT MANAGER: OBERT J. HARLEY, P.E. ESIGNED BY: EMG HECKED BY: CBW  SHEET NUMBER  COOO				



RELIMINARY, FOR REVIEW ONLY

C100

THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.



7

DISCOUNT TOWN OF

© COPYRIGHT 2023 R.A. Smith, Inc. DATE: 10/16/2023 SCALE: 1" = 20' JOB NO. **3230120** 

PROJECT MANAGER:

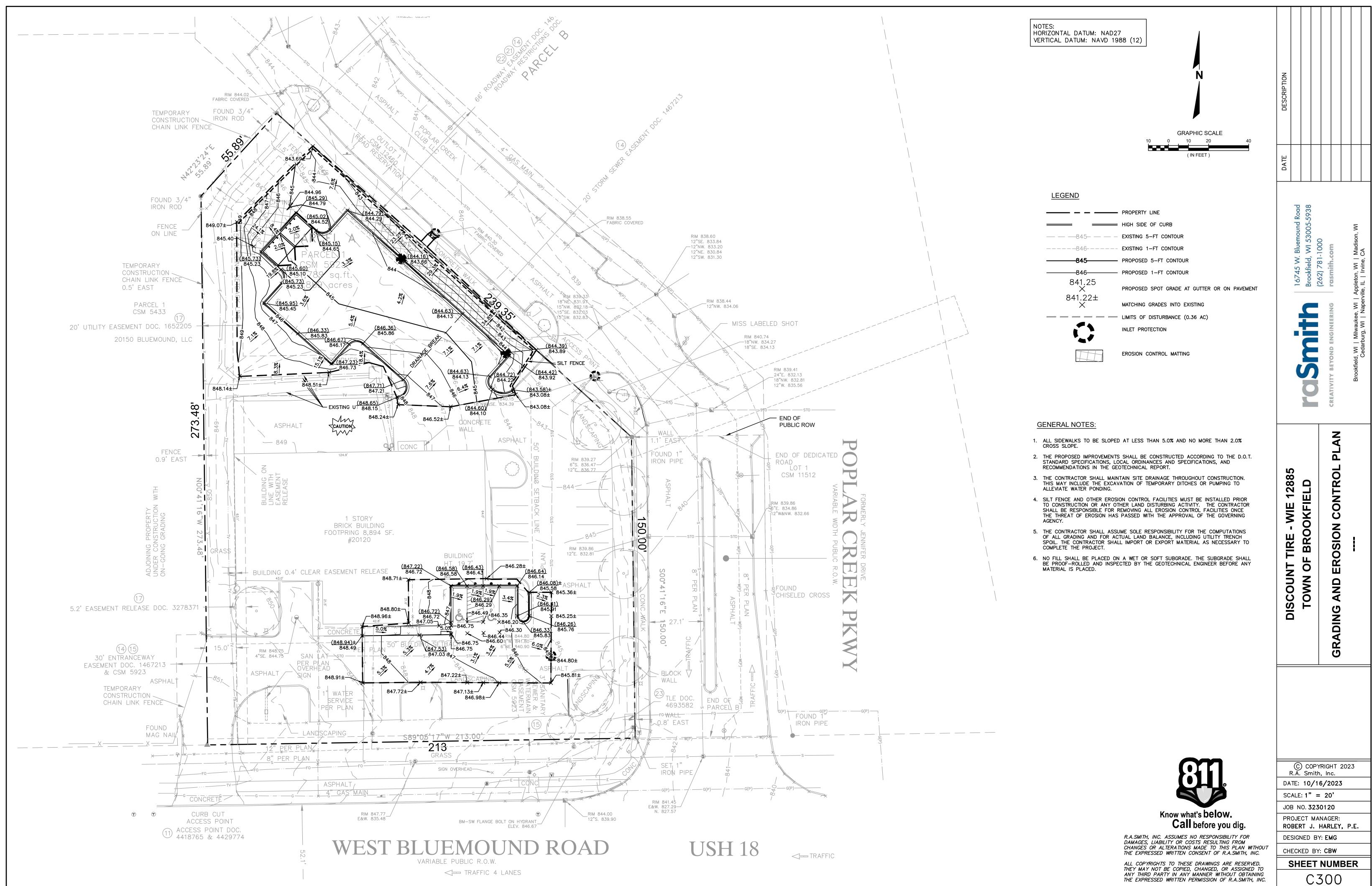
ROBERT J. HARLEY, P.E. DESIGNED BY: EMG

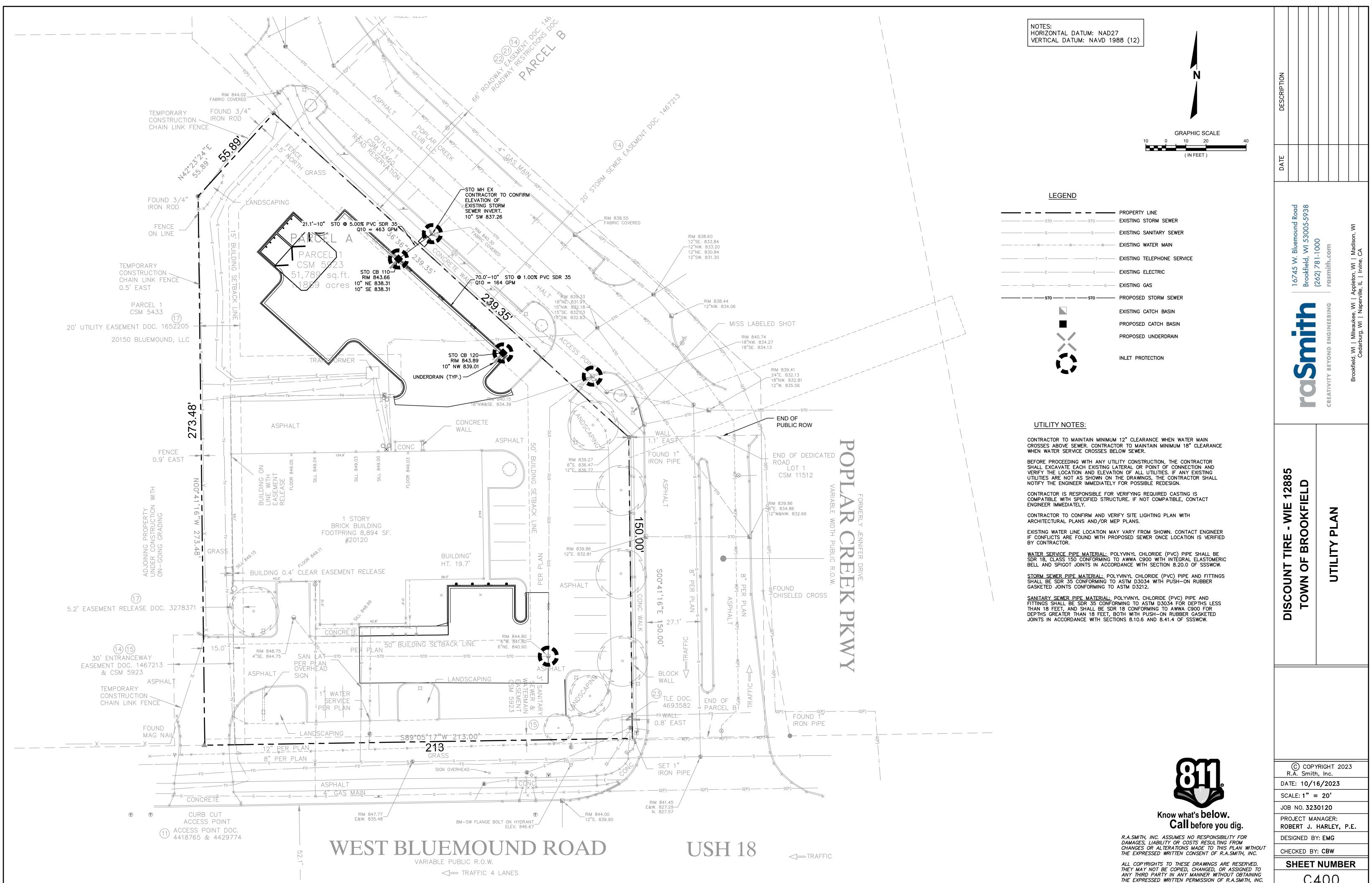
CHECKED BY: CBW SHEET NUMBER

C200

ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING

THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.





C400

FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL. FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4. THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING. SIDE FLAPS SHALL BE A MAXIMUM OF 2" LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.

#### GENERAL NOTES:

INLET PROTECTION DEVICES SHALL CONFORM TO WDNR CONSERVATION PRACTICE STANDARD 1060 AND BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WISDOT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED IF ALLOWED BY ENGINEER.

TYPE A IS TO BE USED PRIOR TO PAVING AND INSTALLATION OF CURB AND GUTTER, AND TYPES B, C, AND D ARE TO BE USED AFTER PAVING IS PLACED. TYPE A SHALL BE USED AROUND INLETS AND UNPAVED AREAS UNTIL PERMANENT STABILIZATION METHODS HAVE

BEEN ESTABLISHED. TYPE B SHALL BE USED AFTER THE CASTING AND GRATE ARE IN PLACE, ON INLETS WITHOUT A CURB BOX WHEN

TYPE D INLET DEVICES CANNOT BE USED. TYPE C SHALL BE USED AFTER THE CASTING AND GRATE ARE IN PLACE, ON STREET INLETS WITH CURB HEADS. TYPE D SHALL BE USED IN AREAS WHERE OTHER TYPES OF INLET PROTECTION ARE INCOMPATIBLE WITH ROADWAY

AND TRAFFIC CONDITIONS (I.E. POSSIBLE SAFETY HAZARD IF PONDING OCCURS), OR WHERE MORE EFFECTIVE INLET TAPER BOTTOM OF BAG TO MAINTAIN 3" OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED

GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG. FRONT, BACK, AND BOTTOM OF FILTER BAG BEING ONE PIECE.

# 1. SILT FENCE INSTALLATION AND MATERIALS SHALL CONFORM TO WDNR CONSERVATION STANDARD

FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.

- 2. SILT FENCE SHALL BE PLACED ON THE CONTOUR AND NOT PERPENDICULAR TO THE CONTOUR. THE ENDS SHALL BE EXTENDED UPSLOPE TO PREVENT WATER FROM FLOWING AROUND THE ENDS OF
- 3. WHEN SILT FENCE IS INSTALLED ON A SLOPE, THE PARALLEL SPACING SHALL NOT EXCEED THE REQUIREMENTS IN THE TABLE BELOW:

SLOPE	FENCE SPACING				
< 2%	100 FEET				
2 TO 5%	75 FEET				
5 TO 10%	50 FEET				
10 TO 33%	25 FEET				
> 33%	20 FEET				

- 4. INSTALLED SILT FENCES SHALL BE MINIMUM 14 INCHES HIGH AND A MAXIMUM OF 28 INCHES IN HEIGHT MEASURED FROM THE INSTALLED GROUND ELEVATION.
- 5. A MINIMUM OF 20 INCHES OF THE POST SHALL EXTEND INTO THE GROUND AFTER INSTALLATION. 6. SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8 INCHES OF THE FABRIC IN A 4-INCH TRENCH WIDE BY 6-INCH DEEP TRENCH, OR 6-INCH V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCH SHALL BE BACKFILLED AND COMPACTED. TRENCHES SHALL NOT BE EXCAVATED
- 7. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS:
- A) TWIST METHOD--OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES.

WIDER THAN NECESSARY FOR PROPER INSTALLATION.

- B) HOOK METHOD—-HOOK THE END OF EACH SILT FENCE LENGTH.
- 8. SILT FENCE SHALL AT A MINIMUM BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EACH PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
- 9. DAMAGED OR DECOMPOSED FENCES, UNDERCUTTING, OR FLOW CHANNELS AROUND THE END OF BARRIERS SHALL BE REPAIRED OR CORRECTED.
- 10. SEDIMENT SHALL BE PROPERLY DISPOSED OF ONCE THE DEPOSITS REACH ONE HALF THE HEIGHT
- 11. SILT FENCES SHALL BE REMOVED ONCE THE DISTURBED AREA IS PERMANENTLY STABILIZED AND IS NO LONGER SUSCEPTIBLE TO EROSION.

## INSTALLATION NOTES:

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

<u>STORM DRAIN INLET PROTECTION</u>

(NOT TO SCALE)

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE. BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

## MAINTENANCE:

REMOVE INLET PROTECTION DEVICES ONCE THE CONTRIBUTING DRAINAGE AREA IS STABILIZED WITH APPROPRIATE VEGETATION OR IMPERVIOUS SURFACE.

INLET PROTECTION SHALL BE, AT A MINIMUM, INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.

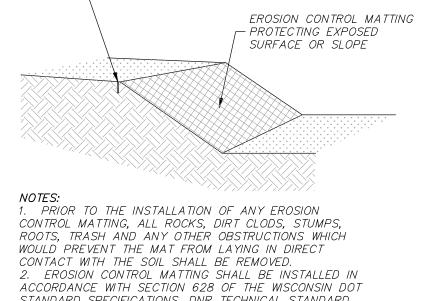
FOR TYPE A, B OR C INLET PROTECTION, SEDIMENT DEPOSITS SHALL BE REMOVED AND THE INLET PROTECTION DEVICE RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED BETWEEN 1/3 TO 1/2 THE DESIGN DEPTH OF THE DEVICE, OR WHEN THE

FOR TYPE D INLET PROTECTION (INCLUDING D-M AND D-HR), REMOVE SEDIMENT WHEN SEDIMENT ACCUMULATES TO WITHIN 6" OF THE BOTTOM OF THE OVERFLOW HOLES, OR WHEN STANDING WATER REMAINS WITHIN 6" OF THE BOTTOM OF THE OVERFLOW HOLES 24 HOURS AFTER A RUNOFF EVENT. HOLES IN THE TYPE FF FABRIC MAY BE REPAIRED BY STITCHING IF LESS THAN 2" IN LENGTH, BUT THE FABRIC SHOULD BE REPLACED IF THE HOLES ARE GREATER THAN 2" IN LENGTH IN THE TYPE FF FABRIC OR IF THERE ARE ANY HOLES IN THE TYPE HR FABRIC. THE FILTER MUST ALSO BE REPLACED IF THE FLAP POCKETS SUSTAIN DAMAGE THAT COMPROMISES FILTER INTEGRITY OR THE ABILITY TO PERFORM MAINTENANCE.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, DUE CARE SHALL BE TAKEN TO ENSURE SEDIMENT DOES NOT FALL INTO THE INLET AND IMPEDE THE INTENDED FUNCTION OF THE DEVICE. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

DEVICE IS NO LONGER FUNCTIONING AS DESIGNED.

REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND STABILIZED.



ANCHOR SLOT BY BURYING THE TOP END OF MATTING

\ IN A 6" DEEP TRENCH

STANDARD SPECIFICATIONS, DNR TECHNICAL STANDARD 1052 (NON CHANNEL APPLICATIONS), DNR TECHNICAL STANDARD 1053 (CHANNEL APPLICATIONS), AND LATEST MANUFACTURER SPECIFICATIONS, ESPECIALLY NOTING REQUIRED STAPLE PATTERNS AND ANCHOR TRENCH REQUIREMENTS. 3. INSTALLATION PROCEDURES MUST INSURE THAT THE MAT WILL REMAIN IN CONTACT WITH THE SOIL. 4. THE MATTING SHALL BE ANCHORED PER MANUFACTURER REQUIREMENTS 5. THE MATTING SHALL BE ANCHORED TO THE GROUND PER MANUFACTURER REQUIREMENTS 6. TEMPORARY EROSION CONTROL MATTING SHALL BE NORTH AMERICAN GREEN S150 BN, AND PERMANENT EROSION CONTROL MATTING SHALL BE MATTED AREAS MUST BE INSPECTED ON A WEEKLY

BASIS, AND AFTER EACH SIGNIFICANT RAINFALL. BARE SPOTS, MISSING OR LOOSENED MATTING MUST BE IMMEDIATELY REPLACED AND/OR RE-ANCHORED 8. FOR CHANNEL APPLICATIONS, EXTEND MAT UPSLOPE ONE-FOOT MINIMUM VERTICALLY FROM DITCH BOTTOM OR SIX-INCHES HIGHER THAN DESIGN FLOW, WHICHEVER IS GREATER.

> EROSION CONTROL MATTING (NOT TO SCALE)

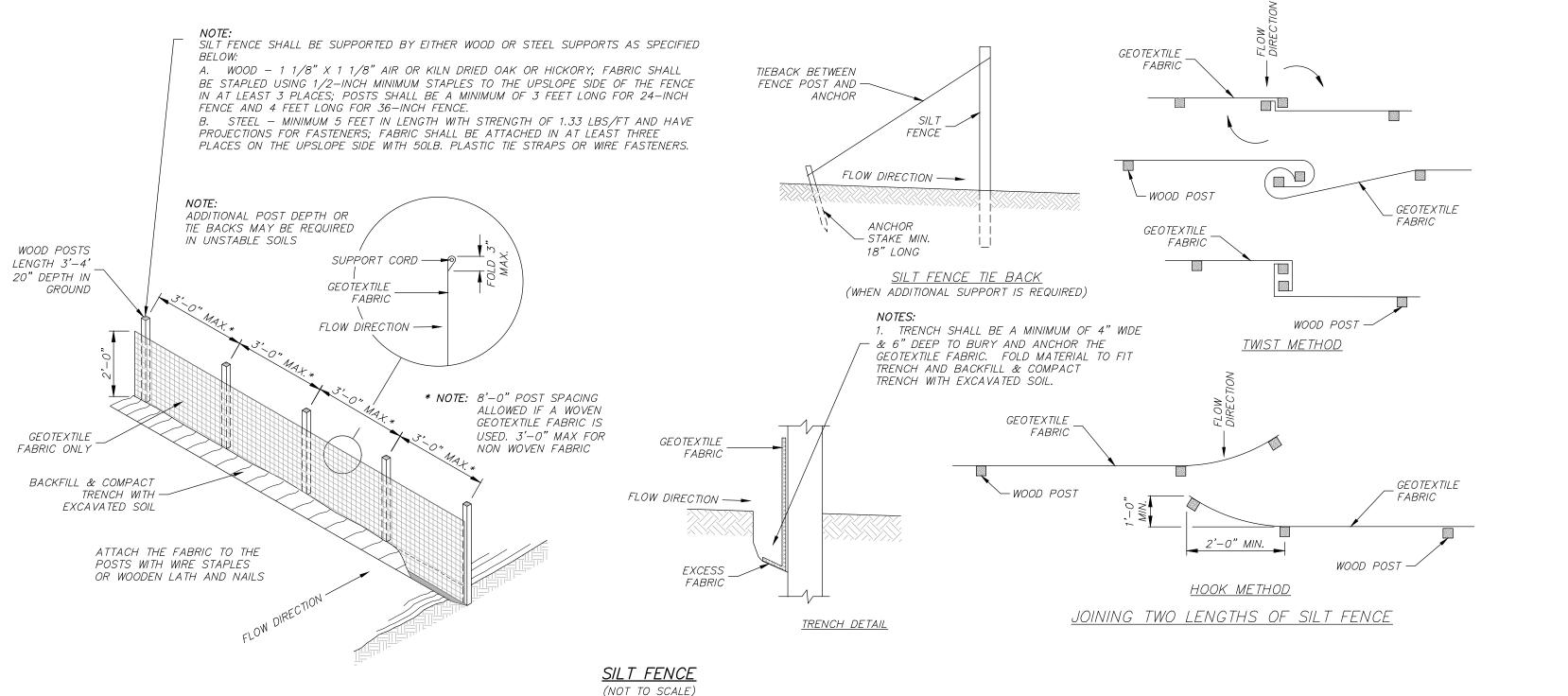
> > $\infty$ **28**  $\overline{\phantom{a}}$ BRO TIRE OUNT NWO. C DIS

SION

(C) COPYRIGHT 2023 R.A. Smith. Inc. DATE: 10/16/2023 SCALE: N.T.S. JOB NO. **3230120** PROJECT MANAGER:

ROBERT J. HARLEY, P.E. DESIGNED BY: EMG R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT CHECKED BY: CBW THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC. ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO

ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.



SHEET NUMBER

#### 01 41 00 - REGULATORY REQUIREMENTS

- 1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED:
- a. WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) STORM WATER TECHNICAL STANDARDS
- WISCONSIN EROSION CONTROL PRODUCT ACCEPTABILITY LIST STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (SSSWCW)
- d. WISCONSIN ADMINISTRATIVE CODE, SECTIONS SPS 382-387 e. WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION f. FEDERAL HIGHWAY ADMINISTRATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
- WISCONSIN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (WMUTCD) UNITED STATES DEPARTMENT OF JUSTICE ADA STANDARDS UNITED STATES DEPARTMENT OF TRANSPORTATION ADA STANDARDS FOR TRANSPORTATION FACILITIES
- MUNICIPALITY DEVELOPMENT STANDARDS COUNTY DEVELOPMENT STANDARDS 2. THE OWNER, ENGINEER AND MUNICIPALITY SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF PERFORMING
- ANY CONSTRUCTION ACTIVITIES. 3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING COPIES OF ALL PERMITS AND FOR ABIDING BY ALL PERMIT
- REQUIREMENTS AND RESTRICTIONS. 4. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO

INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION

- SHOP DRAWINGS AND/OR MANUFACTURER'S PRODUCT DATA SUBMITTALS ARE REQUIRED ONLY IF THE PRODUCT OR METHOD OF CONSTRUCTION IS DIFFERENT FROM THAT SPECIFIED OR IF REQUIRED BY THE MUNICIPAL
- a. ALL DOCUMENTS SUBMITTED FOR REVIEW SHALL HAVE THE SPECIFIC MATERIAL, PART, SIZE, ETC. HIGHLIGHTED IN SOME FASHION. EXAMPLE: A FITTING CUT SHEET HAS MULTIPLÉ PRESSURE RATING FOR DIFFERENT SIZE BENDS. HIGHLIGHT THE PRESSURE CLASS & SIZE TO BE USED ON PROJECT. ALL
- SUBMITTALS NOT PROPERLY IDENTIFYING THE SPECIFIC MATERIAL BEING USED WILL BE REJECTED. b. CONTRACTOR SHALL SUBMIT A PDF COPY AND AN EXPLANATION AS TO HOW THE SUBSTITUTION MEETS THE PROPOSED DESIGN (PRODUCT SPECIFICATION SHEETS WITHOUT EXPLANATION WILL NOT BE ACCEPTED) TO THE OWNER'S REPRESENTATIVE OR ENGINEER FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL NOT PROCEED UNTIL THE OWNER'S APPROVAL IS GIVEN. IN PROJECT SCHEDULING CONTRACTOR SHALL ACCOUNT FOR 5 WORKING DAYS FOR SUBMITTAL REVIEW. IN THE EVENT SUCH SUBSTITUTION IS APPROVED. THE OWNER WILL REQUIRE FROM THE CONTRACTOR A CREDITED DEDUCTION FROM THE CONTRACT AMOUNT EQUAL TO ANY SAVINGS IN MATERIAL COST RESULTING FROM USE OF THE PROPOSED SUBSTITUTE.
- 6. THE CONTRACTOR SHALL ASSUME COMPLETE AND SOLE RESPONSIBILITY FOR THE QUALITY OF WORK. IF CHANGES OR ADJUSTMENTS ARE RECOMMENDED BY THE CONTRACTOR, THEY MAY BE MADE ONLY UPON WRITTEN APPROVAL OF THE OWNER OR THE OWNER'S REPRESENTATIVE. a. ALL WORK SHALL BE DONE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS. THE OWNER OR THE
  - OWNER'S REPRESENTATIVE SHALL DECIDE ALL QUESTIONS WHICH SHALL ARISE AS TO THE QUALITY AND ACCEPTABILITY OF MATERIALS FURNISHED, WORK PERFORMED, AND WORKMANSHIP, , INTERPRETATION OF THE PLANS AND SPECIFICATIONS HE SHALL DETERMINE THE AMOUNT OF WORK PERFORMED AND MATERIALS FURNISHED.
- b. FAILURE OR NEGLIGENCE ON THE PART OF THE OWNER OR THE OWNER'S REPRESENTATIVE TO CONDEMN OR REJECT SUBSTANDARD OR INFERIOR WORK OR MATERIALS SHALL NOT BE CONSTRUED TO IMPLY AN ACCEPTANCE OF SUCH WORK OR MATERIALS, IF IT BECOMES EVIDENT AT ANY TIME PRIOR TO THE FINAL ACCEPTANCE OF THE WORK BY THE OWNER. NEITHER SHALL IT BE CONSTRUED AS BARRING THE OWNER, AT ANY SUBSEQUENT TIME, FROM THE RECOVERY OF DAMAGES OR OF SUCH A SUM OF MONEY AS MAY BE NEEDED TO BUILD ANEW ALL PORTIONS OF THE SUBSTANDARD OR INFERIOR WORK OR REPLACEMENT OF IMPROPER MATERIALS WHEREVER FOUND.
- INSPECTORS EMPLOYED BY THE OWNER SHALL BE AUTHORIZED TO INSPECT ALL WORK DONE AND ALL MATERIAL FURNISHED. SUCH INSPECTION MAY EXTEND TO ALL OR ANY PART OF THE WORK AND TO THE PREPARATION, FABRICATION OR MANUFACTURE OF THE MATERIALS TO BE USED. THE INSPECTOR IS NOT AUTHORIZED TO REVOKE, ALTER OR WAIVE ANY REQUIREMENTS OF THE SPECIFICATIONS, NOR IS HE AUTHORIZED TO APPROVE OR ACCEPT ANY PORTION OF THE COMPLETED PROJECT. HE SHALL CALL THE ATTENTION OF THE CONTRACTOR TO ANY FAILURE OF THE WORK OR MATERIALS TO CONFORM TO THE SPECIFICATIONS AND CONTRACT, AND SHALL HAVE THE AUTHORITY TO REJECT MATERIALS. ANY DISPUTE BETWEEN THE INSPECTOR AND CONTRACTOR SHALL BE REFERRED TO THE OWNER OR THE OWNER'S REPRESENTATIVE. ANY ADVICE WHICH THE INSPECTOR MAY GIVE THE CONTRACTOR SHALL IN NO WAY BE CONSTRUED AS BINDING THE ENGINEER IN ANY WAY OR RELEASING THE CONTRACTOR FROM FULFILLING ANY OF THE TERMS OF THE CONTRACT.
- d. ALL MATERIALS AND EACH PART OF DETAIL OF THE WORK SHALL BE SUBJECT AT ALL TIMES TO INSPECTION BY THE OWNER OR HIS AUTHORIZED REPRESENTATIVE OR THE AUTHORITY HAVING JURISDICTION AND THE CONTRACTOR WILL BE HELD STRICTLY TO THE TRUE INTENT OF THE SPECIFICATIONS IN REGARD TO QUALITY OF MATERIALS, WORKMANSHIP, AND THE DILIGENT EXECUTION OF THE CONTRACT. SUCH INSPECTION MAY INCLUDE MILL. PLANT OR SHOP INSPECTION, AND ANY MATERIAL FURNISHED UNDER THESE SPECIFICATIONS IS SUBJECT TO SUCH INSPECTION. THE OWNER OR HIS REPRESENTATIVES SHALL BE ALLOWED ACCESS TO ALL PART OF THE WORK, AND SHALL BE FURNISHED WITH SUCH INFORMATION AND ASSISTANCE BY THE CONTRACTOR AS IS DETERMINED BY THE OWNER OR HIS REPRESENTATIVE, TO MAKE A COMPLETE AND DETAILED INSPECTION.
- e. ALL WORKMANSHIP SHALL CONFORM TO THE BEST STANDARD PRACTICE. UNLESS OTHERWISE SPECIFIED, THE SPECIFICATIONS OR RECOGNIZED ASSOCIATION OF MANUFACTURERS AND CONTRACTORS OR INDUSTRIAL MANUFACTURERS SHALL BE USED AS GUIDES FOR THE STANDARDS OF WORKMANSHIP
- ALL EXPOSED ITEMS OF WORK SHALL PRESENT A NEAT WORKMANLIKE APPEARANCE AND SHALL BE AS TRUE TO SHAPE AND ALIGNMENT AS POSSIBLE TO OBTAIN WITH MEASURING OR LEVELING INSTRUMENTS GENERALLY USED IN THE RESPECTIVE TYPES OF WORK. ITEMS OF WORK SHALL BE SOUND AND FULLY PROTECTED AGAINST DAMAGE AND PREMATURE DETERIORATION. IT IS SPECIFICALLY UNDERSTOOD THAT ALL QUESTIONS OF QUALITY AND ACCEPTABILITY OF WORKMANSHIP, THE CONTRACTOR AGREES TO ABIDE BY THE DECISION OF THE OWNER OR THE OWNER'S REPRESENTATIVE.
- g. ALL MATERIALS AND WORKMANSHIP NOT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL BE CONSIDERED AS DEFECTIVE, AND ALL SUCH MATERIALS, WHETHER IN-PLACE OR NOT, SHALL BE REJECTED AND SHALL BE REMOVED FROM THE WORK BY THE CONTRACTOR AT HIS EXPENSE. UPON FAILURE ON THE PART OF THE CONTRACTOR TO COMPLY WITH ANY ORDER OF THE OWNER RELATIVE TO THE PROVISIONS OF THIS ARTICLE, THE OWNER SHALL HAVE THE AUTHORITY TO REMOVE AND REPLACE SUCH DEFECTIVE MATERIAL AND TO DEDUCT THE COST OF REMOVAL AND
- REPLACEMENT FROM ANY MONIES DUE OR WHICH MAY BECOME DUE THE CONTRACTOR. h. THE CONTRACTOR SHALL KEEP A LEGIBLE COPY OF THE PLANS, SPECIFICATIONS, AND ALL PERMITS AT THE SITE OF THE WORK AT ALL TIMES. i. AT THE COMPLETION OF THE WORK AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL PROVIDE THE OWNER OR THE OWNER'S REPRESENTATIVE WITH A MARKED-UP SET OF DRAWINGS SHOWING ALL CHANGES OR VARIATIONS FROM THE ORIGINAL DRAWINGS. THESE CHANGES SHALL BE MADE ON A SET OF
- FIELD DRAWINGS AS THE WORK TAKES PLACE, AND NOT FROM MEMORY WHEN THE WORK IS DONE. THIS SET OF DRAWINGS SHOULD BE KEPT CLEAN IN A LOCATION AT THE SITE WHERE THE OWNER OR THE OWNER'S REPRESENTATIVE MAY EXAMINE THEM. THE MARKED-UP DRAWINGS SHALL BE ACCURATE. ARBITRARY MARKINGS ARE OF NO VALUE. CAREFUL MEASUREMENTS SHALL BE MADE TO LOCATE UNDERGROUND EXTERIOR AND UNDERGROUND
- INTERIOR SEWERS, GAS LINES, WATER LINES, ELECTRICAL CONDUIT AND MISCELLANEOUS PIPING. 7. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL, TRAFFIC CONTROL PLANS AND PERMITTING FOR ALL WORK TO BE COMPLETED ONSITE OR IN THE PUBLIC RIGHT-OF WAY.
- 01 70 00 EXECUTION & CLOSEOUT REQUIREMENTS
- 1. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL EXISTING SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL COMPARE WITH THIS PLAN. EXISTING UTILITY INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, BASED ON BEST AVAILABLE PUBLIC RECORDS, AS-BUILT DRAWINGS, AND FIELD OBSERVATIONS. NO RESPONSIBILITY IS ASSUMED BY THE OWNER OR ENGINEER FOR ACCURACY OR COMPLETENESS. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND NATURE OF EXISTING UTILITIES, AS MAY BE NECESSARY TO AVOID
- THE CONTRACTOR SHALL VERIFY ALL LOCATIONS, ELEVATIONS, AND SIZES OF EXISTING UTILITIES AND SHALL CHECK ALL PROPOSED UTILITY CONNECTIONS AND CROSSINGS PRIOR TO PROCEEDING WITH ANY WORK. ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER SO REDESIGN MAY OCCUR IF NEEDED. COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT MAY BE AVAILABLE FROM THE OWNER. THE CONTRACTOR SHALL ABIDE BY THE
- RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND SUBSEQUENT RECOMMENDATIONS OF THE GEOTECHNICAL FNGINFER DURING CONSTRUCTION THE CONTRACTOR SHALL FIELD VERIFY ELEVATIONS OF THE BENCHMARKS AND HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES, AND SHALL NOTIFY THE ENGINEER OF
- DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH ANY WORK. SURVEY BENCHMARKS AND CONTROL POINTS SHALL BE MAINTAINED AND PROTECTED FROM DISTURBANCE PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED AT ALL TIMES. PROPERTY MONUMENTS DISTURBED BY THE
- CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR. THE COST OF RESTORATION IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED
- 9. PUBLIC ROADS SHALL NOT BE FULLY CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SITE SHALL BE LIMITED TO THE CONSTRUCTION ENTRANCE.
- 10. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES, SHALL BID ON THEIR OWN ESTIMATE OF THE WORK REQUIRED, AND SHALL NOT RELY ON THE ENGINEER'S ESTIMATE. REQUESTS FOR CLARIFICATION WILL BE INTERPRETED BY THE OWNER/ENGINEER PRIOR TO AWARD OF CONTRACT,
- AND WHEN NECESSARY, OFFICIAL WRITTEN RESPONSES WILL BE ISSUED. OFFICIAL WRITTEN RESPONSES SHALL BE BINDING TO THE WORK. IN NO WAY SHALL VERBAL DIALOGUE CONSTITUTE OFFICIAL RESPONSE 12. SHOULD ANY DISCREPANCIES BE DISCOVERED BY THE CONTRACTOR AFTER AWARD OF CONTRACT, NOTIFY OWNER/ENGINEER IN WRITING IMMEDIATELY. CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES SHALL
- NOT COMMENCE OR CONTINUE UNTIL AN OFFICIAL WRITTEN RESPONSE IS ISSUED. 13. ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM PERIOD OF 12 MONTHS FROM THE DATE
- OF FINAL ACCEPTANCE. THIS GUARANTEE SHALL INCLUDE ALL DEFECTS IN MATERIALS AND WORKMANSHIP. 14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY, THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.

#### DIVISION 31 - EARTHWORK

#### 31 10 00 - SITE CLEARING & DEMOLITION

- 1. WORK SHALL CONSIST OF DEMOLITION, ABANDONMENT, AND REMOVAL OF EXISTING FOUNDATIONS, WALLS, SLABS, FENCES, PIPING, PAVEMENTS, AND OTHER MANMADE ITEMS INTERFERING WITH NEW CONSTRUCTION. WORK SHALL ALSO CONSIST OF CLEARING AND GRUBBING OF TREES, SHRUBS, VEGETATION, ROOTS, STUMPS, RUBBISH, AND OTHER PERISHABLE MATTER INTERFERING WITH NEW CONSTRUCTION.
- ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE. CALL 811 TO NOTIFY UTILITY PROVIDERS AND REQUEST FIELD LOCATION OF EXISTING UTILITIES WITHIN PROJECT LIMITS PRIOR TO ANY CONSTRUCTION RELATED ACTIVITIES.
- 4. INSTALL PERIMETER FENCING AS INDICATED PRIOR TO COMMENCING ANY CONSTRUCTION RELATED ACTIVITY. CLEARLY IDENTIFY ALL VEGETATION TO BE PRESERVED AND OR RELOCATED PRIOR TO CLEARING AND GRUBBING. PROTECT EXISTING IMPROVEMENTS TO REMAIN DURING CONSTRUCTION. ANY DAMAGED IMPROVEMENTS SHALL BE
- RESTORED TO ORIGINAL CONDITION, OR AS OTHERWISE ACCEPTABLE TO THE OWNER. 7. REMOVE EXISTING ABOVE-GRADE AND BELOW-GRADE IMPROVEMENTS AS INDICATED AND AS NECESSARY TO CONSTRUCT PROPOSED IMPROVEMENTS.
- SAWCUT ALL PAVEMENT TO BE REMOVED IN STRAIGHT LINES TO FULL DEPTH. 9. DEMOLISH CONCRETE AND MASONRY IN SMALL SECTIONS. BREAK UP CONCRETE SLABS THAT ARE 2 FEET OR MORE BELOW PROPOSED SUBGRADE TO PERMIT DRAINAGE.
- 10. DISCONNECT AND SEAL/CAP EXISTING UTILITIES TO BE REMOVED, RELOCATED, OR ABANDONED IN ACCORDANCE WITH REQUIREMENTS OF UTILITY PROVIDERS.
- 11. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING OWNERSHIP OF AND COORDINATING NECESSARY REMOVAL AND/OR RELOCATION OF ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS.
- 12. DO NOT INTERRUPT UTILITY SERVICE TO EXISTING FACILITIES UNLESS PERMITTED BY THE OWNER. 13. VOIDS LEFT BY REMOVALS SHALL BE LEVELED TO PREVENT PONDING OF WATER.
- 14. REMOVE AND LEGALLY DISPOSE OF DEMOLISHED MATERIALS, TRASH, AND DEBRIS FROM THE PROJECT SITE. RUBBISH, TRASH, GARBAGE, AND LITTER SHALL BE PLACED IN SEALED CONTAINERS THROUGHOUT CONSTRUCTION.
- 31 20 00 EARTH MOVING
- 1. WORK SHALL CONSIST OF STRIPPING AND STORAGE OF TOPSOIL, EXCAVATION, EMBANKMENT, IMPORTING OR EXPORTING MATERIAL TO ACHIEVE LAND BALANCE, COMPACTION, FINISH GRADING, SUBGRADE PREPARATION, AND
- ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND SUBSEQUENT RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER DURING CONSTRUCTION BASED ON FIELD
- CONDITIONS, AND THESE REQUIREMENTS. THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER SHALL GOVERN. 4. EXCAVATE TO SUBGRADE REGARDLESS OF THE CHARACTER OF SURFACE AND SUBSURFACE CONDITIONS ENCOUNTERED. EXCAVATED MATERIAL MAY INCLUDE ROCK AND UNCLASSIFIED OBSTRUCTIONS, WHICH IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE WORK.
- 5. EXISTING FOUNDATIONS, BUILDING REMNANTS, AND UNSATISFACTORY MATERIAL SHALL BE COMPLETELY REMOVED FROM WITHIN AND A MINIMUM OF 10 FEET BEYOND BUILDING PAD AREAS. ANY RELATED EXCAVATION SHALL BE BACKFILLED WITH COMPACTED ENGINEERED FILL MATERIAL. EXISTING FOUNDATIONS, BUILDING REMNANTS, AND UNSATISFACTORY MATERIAL SHALL BE REMOVED TO A MINIMUM
- OF 2 FEET BELOW PROPOSED SUBGRADE WITHIN GREENSPACE AND PAVEMENT AREAS. ANY RELATED EXCAVATION SHALL BE BACKFILLED WITH COMPACTED ENGINEERED FILL MATERIAL. AREAS SHALL BE GRADED TO WITHIN 1 INCH, MORE OR LESS, OF PROPOSED SUBGRADE. DEVIATIONS SHALL NOT
- BE CONSISTENT IN ONE DIRECTION. DISKING, HARROWING, AND AERATION TECHNIQUES SHALL BE USED TO DRY SUBGRADE PRIOR TO PROOF ROLLING. IN THE PRESENCE OF THE GEOTECHNICAL ENGINEER, PROOF ROLL SUBGRADE BELOW BUILDING PAD AND PAVEMENT AREAS DURING DRY WEATHER WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK WHERE COHESIVE SOILS ARE PREDOMINANT. AND WITH A SMOOTH DRUMMED VIBRATORY ROLLER WHERE GRANULAR SOILS ARE PREDOMINANT SUBGRADE WHICH IS OBSERVED TO RUT OR DEFLECT EXCESSIVELY SHALL BE UNDERCUT IN ACCORDANCE WITH
- RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER. DO NOT PROOF ROLL WET OR SATURATED SUBGRADE. 10. THE CONTRACTOR SHALL MAINTAIN POSITIVE SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING. SURFACE WATER AND GROUNDWATER SHALL BE PREVENTED FROM ENTERING EXCAVATIONS, PONDING ON PREPARED SUBGRADES, AND
- FLOODING PROJECT SITE AND/OR SURROUNDING AREAS. 11. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ALL EARTHWORK COMPUTATIONS AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS
- NECESSARY TO COMPLETE THE PROJECT. 12. TOPSOIL REPLACEMENT DEPTH SHALL BE AS CALLED OUT ON THE CIVIL OR LANDSCAPE PLANS, OR A MINIMUM OF FOUR INCHES IF NOT CALLED OUT ON LANDSCAPE PLAN.

## 31 25 00 - EROSION & SEDIMENTATION CONTROLS

- 1. WORK SHALL CONSIST OF INSTALLATION OF TEMPORARY AND PERMANENT PRACTICES FOR SEDIMENTATION CONTROL, EROSION CONTROL, SLOPE PROTECTION, AND REMOVAL OF PRACTICES UPON FINAL SITE STABILIZATION. ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE. INSTALLATION AND MAINTENANCE OF PRACTICES SHALL BE IN ACCORDANCE WITH THE APPLICABLE WDNR TECHNICAL STANDARD, OR THE WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK IF A TECHNICAL
- STANDARD IS NOT AVAILABLE. 4. ALL PRACTICES SHALL BE INSTALLED PRIOR TO COMMENCING ANY LAND DISTURBING CONSTRUCTION RELATED ACTIVITY. EARTHWORK ASSOCIATED WITH INSTALLATION OF PRACTICES MAY OCCUR CONCURRENTLY.
- ALL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT AND WARRANTY PERIOD IN CONFORMANCE WITH PERMIT REQUIREMENTS ALL PRACTICES SHALL BE ROUTINELY INSPECTED EVERY 7 DAYS AND WITHIN 24 HOURS OF A RAINFALL GREATER
- THAN 0.5 INCHES. THE CONTRACTOR IS REQUIRED TO PERFORM INSPECTIONS, KEEP A LOG, AND CONDUCT REPAIRS ALL DISTURBED AREAS SHALL DRAIN TO A CONTROL PRACTICE AT ALL TIMES DURING CONSTRUCTION UNTIL FINAL STABILIZATION IS ACHIEVED. DEPENDING UPON HOW THE CONTRACTOR GRADES THE SITE, IT MAY BE NECESSARY TO
- INSTALL ADDITIONAL CONTROL PRACTICES IN VARIOUS LOCATIONS THROUGHOUT THE PROJECT SITE. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL CONTROL PRACTICES NECESSARY PREVENT EROSION AND SEDIMENTATION. 8. ALL DISTURBED GROUND LEFT INACTIVE FOR 7 DAYS SHALL BE STABILIZED WITH A TEMPORARY SEED MIXTURE AND MULCH. THE TEMPORARY SEED MIXTURE SHALL BE IN ACCORDANCE WITH SECTION 630 OF WISDOT STANDARD
- SPECIFICATIONS. WINTER WHEAT OR RYE SHALL BE USED FOR TEMPORARY SEED AFTER SEPTEMBER 1. 9. DISTURBED AREAS THAT CAN NOT BE STABILIZED WITH A DENSE GROWTH OF VEGETATION DUE TO TEMPERATURE OR TIMING OF CONSTRUCTION SHALL BE STABILIZED BY APPLYING ANIONIC POLYACRYLAMIDE (PAM). 10. ALL ACTIVITIES ON THE PROJECT SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF
- BARE SOIL EXPOSED AT ANY ONE TIME. 11. DUST GENERATED BY CONSTRUCTION RELATED ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING, OR OTHER APPROPRIATE MEASURES.
- 12. THE CONTRACTOR SHALL BE PREPARED FOR DEWATERING CONDITIONS BY HAVING APPROPRIATE PUMPS AND FILTER BAGS ONSITE. ALL WATER FROM CONSTRUCTION DEWATERING SHALL BE TREATED PRIOR TO DISCHARGE FROM THE PROJECT SITE 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CLEANLINESS OF THE PROJECT SITE AND PUBLIC
- ROADS DURING CONSTRUCTION, PUBLIC ROADS SHALL BE KEPT FREE OF SEDIMENT TRACKED FROM AREAS UNDER CONSTRUCTION BY DAILY SWEEPING OR OTHER APPROPRIATE MEASURES 14. FINAL STABILIZATION OF LANDSCAPED AREAS SHALL BE IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN. 15. ALL SEEDED AREAS SHALL BE FERTILIZED, RESEEDED AS NECESSARY, AND MULCHED IN ACCORDANCE WITH THE
- APPROVED LANDSCAPE PLAN TO MAINTAIN A VIGOROUS DENSE VEGETATIVE COVER.

# DIVISION 32 - EXTERIOR IMPROVEMENTS

# 32 12 00 - ASPHALT PAVING

- WORK SHALL CONSIST OF FINE GRADING SUBGRADE, EXCAVATION BELOW SUBGRADE (IF NECESSARY), PLACEMEN OF CRUSHED STONE BASE, INSTALLATION OF HOT-MIX ASPHALT, PAVEMENT MARKING, SIGNAGE, AND CLEANUP. ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
- CRUSHED STONE BASE SHALL BE IN ACCORDANCE WITH SECTION 305 OF WISDOT STANDARD SPECIFICATIONS. ASPHALTIC MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 455 OF WISDOT STANDARD SPECIFICATIONS. AGGREGATE SHALL BE IN ACCORDANCE WITH SECTION 460 OF WISDOT STANDARD SPECIFICATIONS.
- DO NOT CONDUCT ASPHALT PAVING IF ANY OF THE FOLLOWING CONDITIONS EXIST: CRUSHED STONE BASE IS WET OR EXCESSIVELY DAMP; TEMPERATURE IS BELOW 30 DEGREES FAHRENHEIT AT TIME OF BINDER COURSE INSTALLATION; TEMPERATURE HAS BEEN BELOW 35 DEGREES FAHRENHEIT WITHIN 12 HOURS PRIOR TO TACK COAT APPLICATION; TEMPERATURE IS BELOW 40 DEGREES FAHRENHEIT AT TIME OF SURFACE COURSE INSTALLATION. COMPACT ASPHALT IN ACCORDANCE WITH SECTION 450 OF WISDOT STANDARD SPECIFICATIONS. COMPACT
- WITHIN PLUS 1/4-INCH FOR SURFACE COURSE (NO MINUS). 8. APPLY TACK COAT BETWEEN ASPHALT COURSES AT A MINIMUM RATE OF 0.25 GAL/SY. NO TRAFFIC SHALL BE ALLOWED ON ASPHALT AFTER FINAL ROLLING UNTIL IT HAS COOLED AND HARDENED. 10. FINAL ASPHALT SURFACE SHALL BE WITHIN A 1/8-INCH TOLERANCE AS DETERMINED BY USING A 10-FOOT STRAIGHTEDGE APPLIED LONGITUDINALLY OR TRANSVERSELY. REMOVE AND REPLACE ALL RAISED AND DEPRESSED
- AREAS EXCEEDING TOLERANCE. 11. A SLOPE NO GREATER THAN 2% IN ALL DIRECTIONS AT ADA PARKING STALLS AND ADJACENT UNLOADING AREAS IS REQUIRED. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK. 12. A SI OPF NO GREATER THAN 5% ALONG THE LENGTH OF THE ACCESSIBLE ROUTE IS REQUIRED. A SLOPE NO GREATER THAN 2% ACROSS THE WIDTH OF THE ACCESSIBLE ROUTE IS REQUIRED. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK.

# 32 13 00 - CONCRETE PAVING

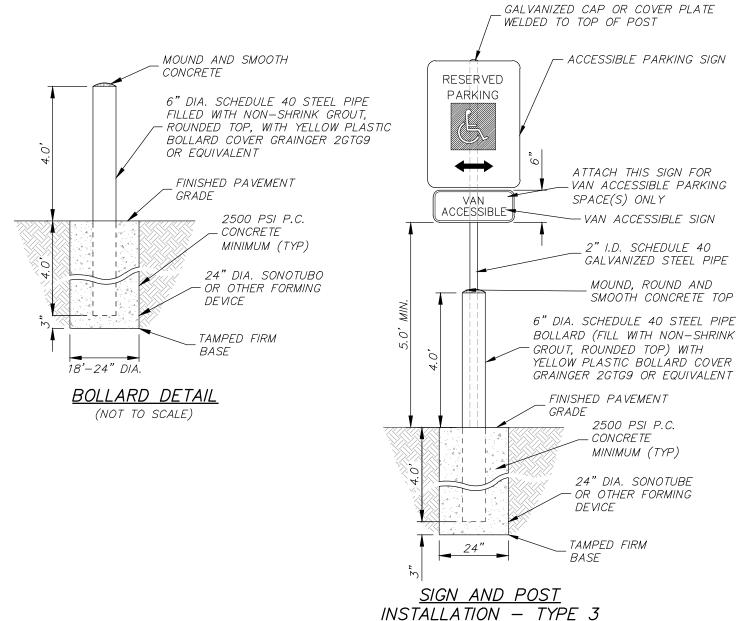
- WORK SHALL CONSIST OF FINE GRADING SUBGRADE, EXCAVATION BELOW SUBGRADE (IF NECESSARY), PLACEMENT
- OF CRUSHED STONE BASE, INSTALLATION OF CONCRETE, AND CLEANUP. ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE. CRUSHED STONE BASE SHALL BE IN ACCORDANCE WITH SECTION 305 OF WISDOT STANDARD SPECIFICATIONS.
- CONCRETE SHALL BE GRADE A AIR-ENTRAINED IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AGGREGATE SHALL BE IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS. WATER SHALL BE IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS AND ASTM C94 /
- 7. AIR-ENTRAINING SHALL BE IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS AND ASTM
- 8. LIQUID CURING COMPOUND SHALL BE IN ACCORDANCE WITH SECTION 415 OF WISDOT STANDARD SPECIFICATIONS AND AASHTO M 148 CURBING SHALL BE IN ACCORDANCE WITH SECTION 601 OF WISDOT STANDARD SPECIFICATIONS. O. SIDEWALK AND PATIO SHALL BE IN ACCORDANCE WITH SECTION 602 OF WISDOT STANDARD SPECIFICATIONS.
- . CONCRETE FORMS SHALL REMAIN IN PLACE AT LEAST 24 HOURS AFTER CONCRETE INSTALLATION AND SHALL BE CLEANED AFTER EACH USE. CONCRETE FORMS SHALL BE COATED WITH RELEASE AGENT TO ALLOW SEPARATION WITHOUT DAMAGE TO CONCRETE
- 12. CONSTRUCTION AND CONTRACTION JOINTS SHALL BE IN ACCORDANCE WITH SECTION 415 OF WISDOT STANDARD SPECIFICATIONS. JOINT PATTERN SHALL FOLLOW ARCHITECTURAL PLANS IF AVAILABLE.
- 13. ISOLATION JOINTS SHALL CONSIST OF PREFORMED JOINT FILLER STRIPS ABUTTING CURBING, INLETS, CATCH BASINS, MANHOLES, STRUCTURES, AND OTHER FIXED OBJECTS.

# DIVISION 32 - EXTERIOR IMPROVEMENTS

- 14. EDGES OF CONCRETE PAVEMENT, CURBING, SIDEWALK, PATIOS, AND JOINTS SHALL BE TOOLED IN CONCRETE AFTER INITIAL FLOATING WITH AN EDGING TOOL TO A 1/4-INCH RADIUS. REPEAT TOOLING AFTER APPLYING SURFACE FINISHES AND ELIMINATE TOOL MARKS ON SURFACES.
- 15. FINISH, CURE, AND PROTECT CURBING IN ACCORDANCE WITH SECTION 601 OF WISDOT STANDARD SPECIFICATIONS. 16. FINISH (LIGHT BROOM), CURE, AND PROTECT SIDEWALK AND PATIOS IN ACCORDANCE WITH SECTION 602 OF WISDOT STANDARD SPECIFICATIONS. 17. FINISH (ARTIFICIAL TURF DRAG), CURE, AND PROTECT VEHICULAR PAVEMENT AND PADS IN ACCORDANCE WITH
- SECTION 415 OF WISDOT STANDARD SPECIFICATIONS. 18. MAINTAIN CONCRETE FREE OF STAINS, DISCOLORATION, DIRT, AND OTHER FOREIGN MATERIAL. SWEEP CONCRETE
- PRIOR TO SUBSTANTIAL COMPLETION INSPECTION. 19. MAXIMUM DIFFERENCE BETWEEN CONCRETE SIDEWALKS AND ADJACENT PAVEMENT SURFACES SHALL NOT EXCEED
- 20. A SLOPE NO GREATER THAN 2% IN ALL DIRECTIONS AT ADA PARKING STALLS AND ADJACENT UNLOADING AREAS IS REQUIRED. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK. 21. A SLOPE NO GREATER THAN 5% ALONG THE LENGTH OF THE ACCESSIBLE ROUTE IS REQUIRED. A SLOPE NO GREATER THAN 2% ACROSS THE WIDTH OF THE ACCESSIBLE ROUTE IS REQUIRED. NOTIFY ENGINEER OF ANY DISCREPANCIES
- PRIOR TO COMMENCING WORK 22. ALL HANDICAP ACCESSIBLE DOORWAYS REQUIRE AN EXTERIOR LANDING THAT IS A MINIMUM OF 5 FEET BY 5 FEET WITH A SLOPE NO GREATER THAN 2% IN ALL DIRECTIONS. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO
- COMMENCING WORK 23. REMOVE AND REPLACE CONCRETE THAT IS BROKEN, DAMAGED, DEFECTIVE, OR DOES NOT COMPLY WITH THE REQUIREMENTS LISTED ABOVE.

## 32 17 00 - PAVEMENT MARKING & SIGNAGE

- 1. WORK SHALL CONSIST OF INSTALLATION OF PARKING LOT STRIPING, DIRECTION ARROWS, HANDICAP ACCESSIBLE SYMBOLS AND SITE SIGNAGE.
- ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE. PAVEMENT MARKING PAINT SHALL BE IN ACCORDANCE WITH SECTION 646 OF WISDOT STANDARD SPECIFICATIONS AND WISDOT APPROVED PRODUCTS LIST. COLOR SHALL BE WHITE UNLESS NOTED OTHERWISE ON THIS PLAN. MARKINGS SFPARATING OPPOSING TRAFFIC SHALL BE YFLLOW.
- ALL PARKING LOT STRIPING SHALL BE 4-INCH WIDTH UNLESS NOTED OTHERWISE ON THIS PLAN. BARRICADE WORK AREA DURING INSTALLATION AND UNTIL PAVEMENT MARKING PAINT IS DRIED. PROTECT ADJACENT AREAS FROM RECEIVING PAINT
- APPLY PAINT IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS TO PRODUCE MARKINGS AS INDICATED WITH UNIFORM. STRAIGHT EDGES. TEMPLATES SHALL BE PROFESSIONALLY MADE TO INDUSTRY STANDARDS.
- APPLY PAINT TO CLEAN AND DRY SURFACE, FREE FROM FROST, TO ENSURE PROPER BONDING. NOTIFY OWNER OF ANY UNSOUND CONDITIONS PRIOR TO COMMENCING WORK. APPLYING PAVEMENT MARKING PAINT CONSTITUTES CONTRACTOR'S ACCEPTANCE OF SURFACE AS SUITABLE FOR INSTALLATION.



FOR ALL ACCESSIBLE PARKING

STALLS IN PAVEMENT AREAS

(NOT TO SCALE)

ALL SIGNS, POSTS AND FITTINGS SHALL BE PER MUTCD STANDARDS

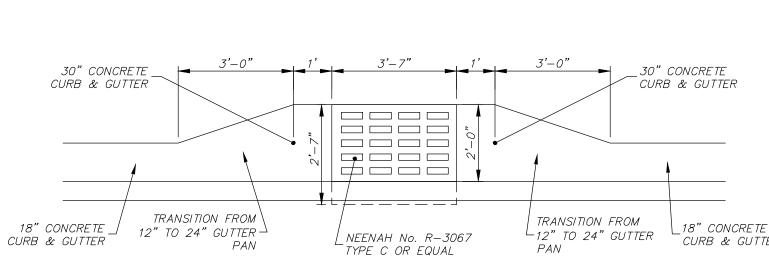
33 40 00 - STORMWATER DRAINAGE

FNGINFFR

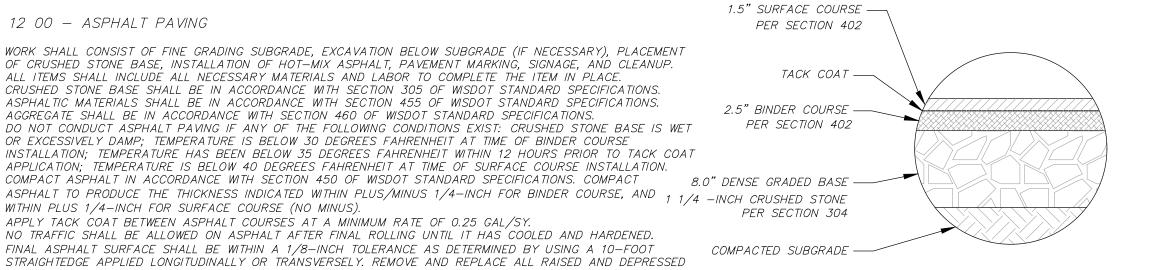
- WORK SHALL CONSIST OF INSTALLATION AND TESTING OF THE STORMWATER DRAINAGE SYSTEM AND ALL APPURTENANCES.
- ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE. ALL PUBLIC STORMWATER DRAINAGE WORK SHALL BE IN ACCORDANCE WITH SSSWCW AND MUNICIPALITY DEVELOPMENT STANDARDS.
- 4. ALL PRIVATE STORMWATER DRAINAGE WORK SHALL BE IN ACCORDANCE WITH WISCONSIN ADMINISTRATIVE CODE AND MUNICIPALITY DEVELOPMENT STANDARDS.
- 5. REINFORCED CONCRETE PIPE (RCP) AND END SECTIONS SHALL BE IN ACCORDANCE WITH SECTION 8.6.0 OF SSSWCW AND CONFORM TO ASTM C76 WITH RUBBER GASKETED JOINTS CONFORMING TO ASTM C443. UNLESS NOTED OTHERWISE, 12-INCH DIAMETER PIPE SHALL BE CLASS V, 15-INCH DIAMETER PIPE SHALL BE CLASS IV, AND 18-INCH DIAMETER PIPE AND LARGER SHALL BE CLASS III.
- CORRUGATED METAL PIPE (CMP) AND END SECTIONS SHALL BE 16 GAUGE CONFORMING TO ASTM A760. HIGH-DENSITY POLYETHYLÈNE (HDPE) PIPE AND FITTINGS SHALL BE ADS N12 AS APPROVED BY THE WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES PLUMBING PRODUCTS REGISTER.
- POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS SHALL BE SDR 35 CONFORMING TO ASTM D3034 WITH PUSH-ON RUBBER GASKETED JOINTS CONFORMING TO ASTM D3212. MANHOLES SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH SECTION 8.39.0 OF SSSWCW AND
- CONFORM TO ASTM C478. SIZES SHALL BE AS INDICATED AND VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING . CATCH BASINS SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH SECTION 3.6.0 OF SSSWCW AND CONFORM TO ASTM C478. SIZES SHALL BE AS INDICATED AND VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING.
- 11. INLETS SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH SECTION 3.6.0 OF SSSWCW AND CONFORM TO ASTM C913. SIZES SHALL BE AS INDICATED AND VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING. 12. AREA DRAINS SHALL BE ADS NYLOPLAST AS APPROVED BY THE WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES PLUMBING PRODUCTS REGISTER.
- 13. FRAMES AND GRATES SHALL BE AS INDICATED. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING FRAMES AND GRATES ARE COMPATIBLE WITH PRECAST STRUCTURES PRIOR TO ORDERING 14. TRENCH SECTION SHALL BE CLASS B IN ACCORDANCE WITH SECTION 3.2.6 OF SSSWCW. MAXIMUM ALLOWABLE
- TRENCH WIDTH SHALL BE OUTSIDE DIAMETER OF PIPE PLUS 20 INCHES. 15. PIPE BEDDING AND COVER MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 8.43.0 OF SSSWCW. MINIMUM COVER OVER PIPE SHALL BE 12 INCHES.
- 16. TRENCH BACKFILL MATERIAL SHALL BE MECHANICALLY COMPACTED GRANULAR BACKFILL IN ACCORDANCE WITH SECTION 8.43.4 OF SSSWCW BENEATH AND WITHIN 5 FEET OF PAVEMENT AREAS, AND SHALL BE SPOIL BACKFILL IN ACCORDANCE WITH SECTION 8.43.5 OF SSSWCW BENEATH GREENSPACE AREAS, UNLESS ALTERNATIVE COMPACTION IS RECOMMENDED IN THE GEOTECHNICAL REPORT OR BY THE GEOTECHNICAL ENGINEER DURING CONSTRUCTION, IN WHICH CASE THE CONTRACTOR IS TO FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL
- 17. CAUTION MUST BE FOLLOWED REGARDING THE COMPACTION OF ALL UTILITY TRENCHES. FLOODING OF BACKFILL MATERIAL IS NOT ALLOWED. 18. ALL CONNECTIONS TO EXISTING STORM SEWER PIPES AND STRUCTURES SHALL BE CORED CONNECTIONS, UNLESS
- NOTED OTHERWISE. 19. FLEXIBLE COMPRESSION COUPLINGS SHALL BE USED IN THE CONNECTION OF DISSIMILAR PIPE MATERIALS. 20. CLEANOUTS AND RISER EXTENSIONS SHALL BE INSTALLED IN ACCORDANCE WITH SPS 382.35 FROM SEWER PIPES TO GROUND SURFACE. LIGHT DUTY LOADING CLASSIFICATION SHALL BE USED IN UNPAVED AREAS. MEDIUM DUTY LOADING CLASSIFICATION SHALL BE USED IN PAVED FOOT TRAFFIC AREAS. HEAVY DUTY LOADING CLASSIFICATION SHALL BE USED IN PAVED VEHICULAR TRAFFIC AREAS. FRAMES AND COVERS SHALL BE SET FLUSH WITH SURFACE 21. TRACER WIRE SHALL BE BROWN AND INSTALLED IN ACCORDANCE WITH SECTION 2.11.1 OF SSSWCW ON ALL BURIED NON-METALLIC PUBLIC STORM SEWER PIPE, PRIVATE STORM INTERCEPTOR PIPE, AND BUILDING STORM SERVICE PIPE. TRACER WIRE SHALL BE INSULATED, SINGLE-CONDUCTOR, 12 GAUGE SOLID COPPER OR COPPER COATED

STEEL WRE, SECURED AT LEAST EVERY 10 FEET AND AT ALL BENDS, WITH ACCESS POINTS AT LEAST EVERY 300

- 22. FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE CONNECTED TO THE STORMWATER DRAINAGE SYSTEM. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL. DOCUMENTATION OF SUCH FIELD TILE SHALL BE PROVIDED TO THE OWNER.
- 23. PROPOSED STORM SERVICES SHOWN ON THIS PLAN SHALL TERMINATE AT A POINT FIVE (5) FEET FROM THE EXTERIOR BUILDING WALL. CONNECTIONS TO DOWNSPOUTS SHALL BE PER DETAILS ON THE BUILDING PLUMBING PLANS. THE EXACT LOCATION OF DOWNSPOUTS SHALL BE PER THE ARCHITECTURAL PLANS. 24. THE CONTRACTOR SHALL ADJUST ALL MANHOLE RIMS AND INLETS TO FINISHED SURFACE UPON COMPLETION OF
- PAVING OPERATIONS 25. AFTER INSTALLATION OF STORMWATER DRAINAGE SYSTEM, CLEAN ALL DEBRIS FROM SYSTEM AND INSPECT FOR DAMAGE. REPAIR ANY DAMAGE.



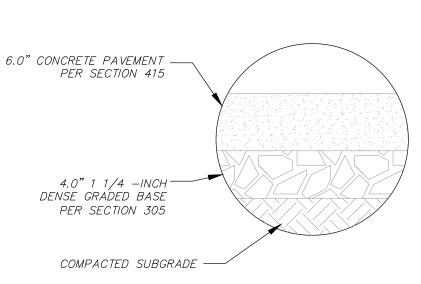
TYPICAL CURB AND GUTTER <u>TRANSITION AT STORM INLET/CATCH BASIN</u> (NOT TO SCALE)



SD ASPHALT PAVEMENT 5" CONCRETE PAVEMENT -60" 1 1/4 -INCH -DENSE GRADED BASE PER SECTION 305 COMPACTED SUBGRADE

> PAVEMENT SECTIONS FOR REFERENCE ONLY. CONTRACTOR TO DESIGN PAVEMENT SECTION TO BE APPROVED BY DISCOUNT TIRE.

<u>CONCRETE SIDEWALK SECTION</u>

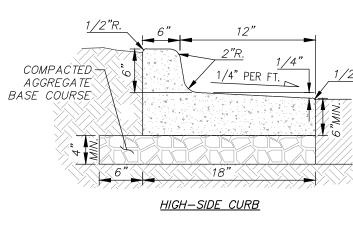


HD CONCRETE SECTION SEE ARCHITECTURAL PLANS FOR — SCORING, JOINT PATTERNS, TEXTURE AND COLOR ADJACENT TO BUILDING 6"-4,000 PSI (28 DAY — COMPRESSIVE STRENGTH) AIR ENTRAINED CONCRETE (4.5-7.5% AIR ENTRAINED) W/6"x6" W2.9xW2.9 WWF REINFORCEMENT 6"BASE COURSE WISDOT SECTION 305 1-1/4" CRUSHED STONE

COMPACTED SUBGRADE <u>CONCRETE PAVEMENT SECTION</u>

<u> (HEAVY DUTY/DUMPSTER PAD</u>

(NOT TO SCALE)



1/4" PER F A GGREGA TE BASE COURSE LOW-SIDE CURB

> <u> 18" CONCRETE CURB & GUTTER DETAIL</u> (NOT TO SCALE)

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES. LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC

S

 $\infty$ 

28

 $\overline{\phantom{a}}$ 

H.

OUNT

C

DIS

BR  $\overline{\mathsf{o}}$ N N O

<u></u>

(C) COPYRIGHT 2023 R.A. Smith. Inc.

DATE: 10/16/2023 SCALE: N.T.S. JOB NO. **3230120** 

ROBERT J. HARLEY, P.E. DESIGNED BY: EMG

PROJECT MANAGER:

CHECKED BY: CBW SHEET NUMBER

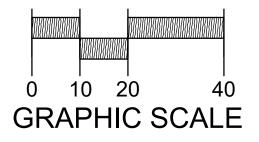
## PLANT SCHEDULE SITE

DECIDUOUS TREES SKH NHE	<u>QTY</u> 2 2	COMMON NAME Street Keeper Honey Locust New Horizon Elm	BOTANICAL NAME Gleditsia triacanthos `Draves` Ulmus x `New Horizon`	SIZE 2" CAL 2" CAL	ROOT B&B B&B	REMARKS Full, matching heads Full, matching heads
EVERGREEN TREES MBJ	QTY 5	COMMON NAME Mountbatten Juniper	BOTANICAL NAME Juniperus chinensis 'Mountbatten'	SIZE 6` HT	ROOT B&B	REMARKS Semi-sheared, fully branched to ground
DECIDUOUS SHRUBS  QFH  CGN  LDN  GLS	QTY 6 6 11 35	COMMON NAME Quick Fire Hydrangea Center Glow Ninebark Little Devil Dwarf Ninebark Gro-Low Fragrant Sumac	BOTANICAL NAME Hydrangea paniculata `Quick Fire` Physocarpus opulifolius `Center Glow` Physocarpus opulifolius `Little Devil` TM Rhus aromatica `Gro-Low`	SIZE 24" HT 3` HT 24" HT 15" HT	ROOT CONT. CONT. CONT. CONT.	REMARKS
EVERGREEN SHRUBS SGJ	<u>QTY</u> 10	COMMON NAME Sea Green Juniper	BOTANICAL NAME Juniperus chinensis `Sea Green`	SIZE 18"SPD	ROOT CONT.	REMARKS
ORNAMENTAL GRASSES CA4	<u>QTY</u> 36	COMMON NAME Karl Foerster Feather Reed Grass	BOTANICAL NAME Calamagrostis x acutiflora 'Karl Foerster'	<u>SIZE</u> 1 GAL	ROOT POT	REMARKS 24" Spacing
PERENNIALS H4	<u>QTY</u> 60	COMMON NAME Happy Returns Daylily	BOTANICAL NAME Hemerocallis x `Happy Returns`	SIZE 4 1/2"	ROOT POT	REMARKS 18" Spacing

## GENERAL LANDSCAPE NOTES

- ALL DETAILS AND SPECIFICATIONS TO BE DETERMINED ON FINAL LANDSCAPE PLANS.
- ALL PLANTINGS SHALL COMPLY WITH STANDARDS AS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1 (LATEST VERSION)
- MULCH: ALL PLANTING BEDS TO RECEIVE 3" DEEP LAYER OF SHREDDED HARDWOOD
- TURF SEED: DURABLE, PREMIUM COMMERCIAL BLEND.







Know what's **below. Call** before you dig.

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

© COPYRIGHT 2023 R.A. Smith, Inc. DATE: 10/16/2023 SCALE: 1" = 20' JOB NO. **3230120** PROJECT MANAGER: ROBERT J. HARLEY, P.E.

DISCOUNT TIRE - WIE 12885 TOWN OF BROOKFIELD

LANDSCAPE

DESIGNED BY: NJW

CHECKED BY: REW SHEET NUMBER L100

THIS PLAN IS FOR MUNICIPAL REVIEW NOT FOR BIDDING OR CONSTRUCTION PURPOSES

ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED.
THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO
ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING
THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

#### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between the Town of Brookfield ("Town") and EPLEX, LLC (DBA as E-Plan Exam) ("Consultant"). Town and Consultant shall be jointly referred to as the "Parties".

#### RECITALS

WHEREAS Town is seeking Consultant to perform services listed in Exhibit A – Plan Review Services and Fee Schedule, ("Services");

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Town and Consultant agree as follows:

#### 1. SCOPE OF SERVICES

Consultant will provide the Services to the Client using qualified professionals licensed in the State of Wisconsin to perform work outlined both in this Agreement and Exhibit A.

Plan reviews shall be performed in accordance with Town's Municipal Code of Ordinances and the Department of Safety and Professional Services regulations in the Wisconsin Administrative Code.

Consultant will perform work at a level of competency in accordance with industry standards, applicable in the State and Municipality for which the Services are proposed.

It shall be up to the sole discretion of Town as the Authority Having Jurisdiction as to what will be required for the ability to have any building project commence. This includes any potential additional documentation, approvals, permits, bonds, compliance with local zoning, historical review, architectural review board requirements, and/or other requirements not herein specified but otherwise required by Town as the Authority Having Jurisdiction.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, any plan review exceeding the size thresholds for a "Certified Municipality" for Building and HVAC reviews, as well as any and all other types of reviews that rely upon the licensure of Consultant (i.e. Fire Alarm, Fire Sprinkler, Plumbing, etc.) shall be reviewed by Consultant. Town retains the right, should they desire, to perform plan reviews that they have properly licensed qualified individuals to perform review services that would be able to be performed without the existence of this Agreement.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, Town may at any point in time request that the State of Wisconsin perform any plan review in lieu of Consultant. Town is not bound to accept Consultants approval or disapproval of plans and at its sole discretion may seek another entity, such as the State of Wisconsin Department of Safety and Professional Services, to perform such services. In any event, Consultant shall be entitled to

full payment for review of all plans Consultant reviewed, regardless of if Town accepts the review performed.

Consultant is not obligated to perform services beyond what is required by this Agreement.

#### 2. TIMELINE FOR EXECUTION OF SERVICES

Proposed services as part of this Agreement and outlined in Exhibit A shall go into full effect at the time and date of this fully executed Agreement.

#### 3. CHANGES TO SCOPE OF SERVICES

Any Changes to Services that are mutually agreed upon between Town and Consultant shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to this Agreement.

#### 4. <u>FEE STRUCTURE</u>

In consideration of the Consultant providing services, the Town shall pay the Consultant for the services performed in accordance with Exhibit A – List of Plan Review Services and Fee Schedule.

#### 5. ADMINISTRATIVE AND LOGISTICS INCIDENTAL CHARGES

While review of paper plans as well as shipping and handling of paper plans shall be acceptable, it is the underlying goal of this Agreement to ensure, to the maximum extent possible, the best possible service delivery for code reviews to constituents of the Town of Brookfield. To accommodate this, the following methods shall be utilized:

#### 1. Electronic Submission of Documents

- a. Town shall allow and encourage for the submission, wherever possible, of electronic documents to be submitted via pdf format and to work with Consultant on the method acceptable for allowing such submissions. At the time of a fully executed Agreement, Town shall work with Consultant as to the best method to utilize to allow for document submission.
- b. Electronic submission of documents shall be the preferred method to be utilized wherever and whenever possible.

#### 2. Paper Submission of documents

- a. Town to be responsible for any and all direct charges and expenses associated with shipping and handling charges of all documents to and from Town via a designated courier and/or approved logistics vendor. At time of a fully executed Agreement, Town and Consultant shall agree to desired third party vendor and make all appropriate arrangements to allow for ease of logistics to ship relevant materials and financial costs to be accounted for.
- b. Any indirect charges associated with labor, material, or other costs incurred by Town for delivery of documents to approved third party courier to ship materials to Consultant shall be the responsibility of Town.

c. Any indirect charges associated with labor, material, or other costs incurred by Consultant for delivery of documents to approved third party courier to ship materials to Town shall be the responsibility of the Town.

#### 3. Alternate Means and Methods

a. Nothing shall prevent Town and Consultant from making alternate arrangements aside from the methods outlined above for delivery of submission to the appropriate parties.

#### 6. <u>INVOICE & PAYMENT STRUCTURE</u>

Fees outlined in Exhibit A are to be collected by Consultant. Consultant shall remit the fees appropriate collected to Town on a monthly basis, and provide all supporting documentation, using a format referenced as an "Invoice", and render payment as appropriate. Town may request additional information before approving the invoice. When additional information is requested, Town will Identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, the appropriate party will submit payment to the other party within thirty (30) days of resolution of the inquiry/dispute.

#### 7. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties ("Effective Date"). The initial term of this Agreement shall commence on the Effective Date and be thirty-six (36) months, unless terminated earlier in accordance with paragraph 8. Unless either party provides notice in writing to the other party thirty (30) days prior to the expiration of the initial term or a renewal term, this Agreement shall automatically renew on identical terms for a period of twelve (12) months, unless terminated earlier in accordance with paragraph 8.

#### 8. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause at any time, including during the initial Term of the Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the termination and within thirty (30) days after the termination.

All projects that have had plans submitted, or re-submitted, for review but are not completed at the time of termination may be returned without comments with appropriate refund in initial fees rendered based on services provided. In the event that either of the conditions as set forth in paragraph 6 are met, fees shall be invoiced for as specified in this Agreement.

#### 9. TOWN OBLIGATIONS

Town shall take necessary measures to follow procedures as set forth from the State of Wisconsin to seek approval to obtain Delegated Municipality or Appointed Agent Status as required. Consultant will assist in this process to the maximum extent possible however it shall be the primary responsibility of Town to obtain final authorization to proceed.

If in the event the State of Wisconsin denies application for Delegated Municipality or Appointed Agent Status to Town, this Agreement shall continue to exist until such time Delegated Municipality or Appointed Agent Status is granted.

Town shall provide all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation required by Consultant to perform services in an electronic pdf file format or paper submission in a timely manner.

Town shall allow through ordinance, if required, the ability for electronic plan submission documents as required by the State of Wisconsin to be submitted and reviewed.

Town shall maintain licensed credentialed staff of Inspectors at no cost to Consultant to the extent as required by the State of Wisconsin for the Delegated Agent / Appointed Agent plan review program.

#### 10. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. Consultant represents to the Client that it retains and will only utilize employees that possess the skills, knowledge, and ability to competently, timely, and professionally perform the Services in accordance with this Agreement.

#### 11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be indemnified and held harmless from any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

It is up to the sole discretion of the municipality to choose whether to accept, utilize or deny use of any or all documentation provided supplied by Consultant.

#### 12. SUBCONTRACTING

Consultant is permitted to subcontract portions of services to be provided with or without notice. Consultant shall remain responsible for any and all of subcontractor's performance. Subcontractors shall be subject to the same performance, certification and professionalism criteria as expected of Consultant. Performance clauses shall be included in Agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

A listing of all personnel utilized in the completion of services, regardless of if they are subcontractors or not, shall be provided upon completion by Consultant including applicable license information for personnel and scope of work reviewed by subcontractor.

Unless mutually agreed to in writing prior to such work commencing, Consultant shall not be permitted to utilize individuals for services outlined in Exhibit A of this Agreement who either do not reside in the State of Wisconsin as their primary residence or do not report to a primary employment office located within the State of Wisconsin.

#### 13. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Client. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below for the scope of services Consultant Subcontracts to other parties. These insureds shall be covered by Consultant's insurance as named insureds for the sole purpose and scope of services rendered for this Agreement.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate. The policy shall be applicable to all premises and operations of Consultant. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.
- E. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- F. Umbrella insurance coverage of five million dollars (\$5,000,000).
- G. Prior to commencement of the Services, Consultant shall submit endorsements of insurance acceptable to the Client.

#### 14. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Town. As Consultant is an independent contractor, Town shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any of Consultant's personnel performing services for Town under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance, and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of

any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

#### 15. OWNERSHIP OF DOCUMENTS

Town shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of Town. All such records, documents, notes, data and other materials shall become the exclusive property of Town when the Consultant has been compensated for the same as set forth herein, and Town shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure proprietary software pertaining to Town will be exported into a XLS, CSV, DOC, or PDF file and become property of Town.

Town shall have the right to request access to any documents, papers and records that Consultant has related to this project for the purposes of audit or examination, except for Consultant's financial records and contractual records, and may make excerpts and transcriptions of the same.

Consultant shall keep all documents and records generated in the performance of the Services under this Agreement for no less than seven (7) years after completion of the Services, and shall make them available to Town at Town's request. Consultant acknowledges that such records may be subject to Wisconsin's public records law.

#### 16. <u>SEVERABILITY</u>

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

#### 17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other protected class. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Law.

Consultant shall comply with the appropriate provision of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal and State of Wisconsin Law or regulations.

#### 18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant shall not knowingly employ or contract with an illegal alien to perform work under Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an Agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

#### 19. NOTICES

Any Notice under this Agreement shall be in writing and shall be deemed sufficient when directly present or sent pre-paid, first-class United States Mail, addressed as follows:

If to Town:	If to the Consultant:
Tom Hagie	David Adam (DA) Mattox
645 North Janacek Road	12605 W North Ave., #189
Brookfield, WI 53045	Brookfield, WI 53005

#### 20. DISPUTE RESOLUTION

In the event a dispute arises out of or related to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation, before resorting to litigation.

#### 21. GOVERNING LAW

This Agreement shall be construed under and governed by the Laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, local state, and local municipal law. This Agreement constitutes the complete, entire and final Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

#### 22. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For the purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or in the application

thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Town:	Consultant:	
Authorized Signature:	Authorized Signature:	
Printed Name:	Printed Name:	
Title:	Title:	
Date:	Date:	

# Exhibit A – Plan Review Services

#### 1. PLAN REVIEW SERVICES

Plan review is limited to Structural, Building, Mechanical, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines.

Each discipline will be reviewed by a plan examiner holding certifications as required by the local jurisdiction and/or licensed Architect and/or Professional Engineer holding licensure in the State of Wisconsin.

- ✓ Disciplines are defined as follows:
  - Building (architectural / structural)
  - Mechanical (HVAC)
  - Plumbing
  - Fire (Sprinkler, Fire Alarm, etc.)
- ✓ Post final comprehensive conditional plan approval required if requested by Jurisdiction of Authority.
  - Delegated Component Submittal(s)
  - Shop Drawings

#### 2. PLAN REVIEW FEE:

- Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler Plan Review Fees shall be based upon the fee schedule adopted by Town.
- Plan Review Fees will be split with Town.
  - o XXX% of plan review fees are retained by Consultant and XXX% are retained by Town.
    - Out of Consultant's retained fees, Consultant shall be responsible for fees due to the State of Wisconsin as applicable for plan reviews Consultant performs as specified in Wisconsin Administrative Code.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION											
1. New construction, additions, alterations and parking lots fees are computed per this table.											
2. New constructi	2. New construction and additions are calculated based on total gross floor area of the structure.										
3. A separate plan	3. A separate plan review fee is charged for each type of plan review.										
Area (Square Feet)	Building Plans	Building Plans HVAC Plans Fire Alarm System Fire Suppression System Plans									
Less than 2,500											
2,500 - 5,000	2,500 - 5,000										
5,001 - 10,000	5,001 - 10,000										
10,001 - 20,000											

20,001 - 30,000							
30,001 - 40,000							
40,001 - 50,000							
50,001 - 75,000							
75,001 - 100,000							
100,001 - 200,000							
200,001 - 300,000							
300,001 - 400,000							
400,001 - 500,000							
Over 500,000							
Note:	A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.						
Note.	2. At the sole discretion of the Town of Brookfield and Plans Examiner, fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.						
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.						
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.						
Accessory Buildings	The plan review fee for accessory buildings less than 500 square feet shall be \$125.00 with the plan entry fee waived.						
Early Start	The plan review fee for permission to start construction shall be \$75.00 for all structures less than 2,500 sf. All other structures shall be \$150.00. The square footage shall be computed as the first floor of the building or structure.						
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.						
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Community Development Department may result in additional charges as appropriate.						

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING										
New construction, alterations and remodeling fees are computed per the following table										
New construction fee is calculated based on square footage of the area constructed.										
<ol> <li>Alterations and remodeling fee is based on the number of plumbing fixtures.</li> </ol>										
Area (Square Feet)	Plumhing   Number of Fixtures									
(New Construction	Plumbing   Plumbing									
& Additions)	Fee		and Site Work)	Review Fee						
Less than 3,000	\$300		<15	\$200						
3,001 - 4,000	\$400		16-25	\$300						
4,001 - 5,000	\$550		26-35	\$450						
5,001 – 6,000	\$650		36-50	\$550						
6,001 – 7,500	\$700		51-75	\$800						
7,501 – 10,000										
10,001 – 15,000	\$900		101-125	\$1,050						
15,001 – 20,000	\$950		126-150	\$1,150						
20,001 – 30,000	\$1,100		>151	\$1,150						
30,001 – 40,000	\$1,250		Plus \$160 for each additi	ional 25 fixtures						
40,001 – 50,000	\$1,550		(rounded up) beyond							
50,001 – 75,000	\$2,100		, 1, 3							
Over 75,000	\$2,500									
Plus \$0.0072 per each ad over 75,000 sq	•									
1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.  2. At the sole discretion of the Town of Brookfield and Plans Examiner, fees may be modified, reduced or waived based on scope of services, project type, of other relevant factors.										

Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Community Development Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

#### 3. Supplemental Services as required by municipality:

- Hourly rate for services beyond what is specified in this Agreement shall be rendered at \$180.00 per hour. This shall only be assessed when prior written consent is provided by Town to Consultant and agreed to by the Consultant in writing.
  - o This hourly rate is not intended for plan review services, but rather for incidental supplemental "on call" professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.

#### 4. PLAN REVIEW FEE – includes the following services:

- ✓ One optional remote code consultation meeting after conclusion of the first review
- ✓ Consultation via phone during duration of project regarding reviews performed.
- ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed.
  - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
- Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
- ✓ Free code consultation with all inspectors/municipal staff, both employed directly and under contract, serving the Town of Brookfield for entirety of duration of any project reviewed by E-Plan Exam, regardless of any contract in place with that entity and the Town of Brookfield. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any project reviewed or termination of this Agreement (whichever occurs first).

#### 5. TIME OF PERFORMANCE

✓ Plan review turnaround time shall be fifteen (15) business days after full receipt by Consultant of all required documents as required by the Department of Safety and Professional Services as well as the Town of Brookfield Municipal Code.

- o Plan Review turnaround time is defined as the timeframe from date of full receipt of plans to conclusion of plan review. Conclusion of plan review date will be determined by date that plans are listed as one of the following as dictated by best practices with the State of Wisconsin Department of Safety and Professional Services:
  - Conditionally Approved
  - Hold Request for Additional Information
  - Denied

#### 6. CONSULTANT CONTACT

Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact
David Adam Mattox, P.E.
414-736-4721
damattox@eplanexam.com

Plan Review Management Contact
John Cunningham
414-336-4470
Johncunningham@eplanexam.com

Item Being reviewed	Raw Base	Fee	Calculated total W/ Plan Entry		Raw Base Fee		lculated total W/ Plan Entry	Ra	aw Base Fee	Cal	culated total W/ Plan Entry	Ra	w Base Fee	Calculated total W/ Plan Entry
Building Plan Review Fees			te Fees		Town of Brookfie	ld ·	- 90/10		Town of Broo	okfie	ld 80/20		Town of Brook	kfield 70/30
Plan Entry	\$	100.00	<-Plan Entry	,	100.00		<-Plan Entry	\$	100.00	<-P	lan Entry	\$	100.00	<-Plan Entry
Less than 500 sf	\$	250.00	\$ 350.0	0 5	\$ 100.00	\$	200.00	\$	130.00	\$	230.00	\$	200.00	\$ 300.00
Less than 2,500	\$	250.00	\$ 350.0	0 5	\$ 300.00	\$	400.00	\$	390.00	\$	490.00	\$	500.00	\$ 600.00
2,500 - 5,000	\$	300.00	\$ 400.0	0 (	\$ 350.00	\$	450.00	\$	455.00	\$	555.00	\$	600.00	\$ 700.00
5,001 - 10,000	\$	500.00	\$ 600.0	0 5	600.00	\$	700.00	\$	780.00	\$	880.00	\$	800.00	\$ 900.00
10,001 - 20,000	\$	700.00	\$ 800.0	0 5	\$ 800.00	\$	900.00	\$	1,040.00	\$	1,140.00	\$	1,200.00	\$ 1,300.00
20,001 - 30,000	\$ 2	1,100.00	\$ 1,200.0	0 5	1,200.00	\$	1,300.00	\$	,	\$	1,660.00	\$	1,700.00	\$ 1,800.00
30,001 - 40,000	\$ 1	1,400.00	\$ 1,500.0	0 5	1,600.00	\$	1,700.00	\$	2,080.00	\$	2,180.00	\$	2,200.00	\$ 2,300.00
40,001 - 50,000	\$ 2	1,900.00	\$ 2,000.0	0 5	2,100.00	\$	2,200.00	\$	2,730.00	\$	2,830.00	\$	2,900.00	\$ 3,000.00
50,001 - 75,000	\$ 2	2,600.00	\$ 2,700.0	0 (	2,900.00	\$	3,000.00	\$	3,770.00	\$	3,870.00	\$	4,000.00	\$ 4,100.00
75,001 - 100,000	\$ 3	3,300.00	\$ 3,400.0	0 5	3,600.00	\$	3,700.00	\$	4,680.00	\$	4,780.00	\$	5,000.00	\$ 5,100.00
100,001 - 200,000	\$ 5	5,400.00	\$ 5,500.0	0 5	6,000.00	\$	6,100.00	\$	7,800.00	\$	7,900.00	\$	8,000.00	\$ 8,100.00
200,001 - 300,000	\$ 9	9,500.00	\$ 9,600.0	0 \$	10,500.00	\$	10,600.00	\$	13,650.00	\$	13,750.00	\$	14,000.00	\$ 14,100.00
300,001 - 400,000	\$ 14	4,000.00	\$ 14,100.0	0 \$	15,500.00	\$	15,600.00	\$	20,150.00	\$	20,250.00	\$	22,000.00	\$ 22,100.00
400,001 - 500,000	\$ 16	6,700.00	\$ 16,800.0	0 \$	18,500.00	\$	18,600.00	\$	24,050.00	\$	24,150.00	\$	26,000.00	\$ 26,100.00
Over 500,000		8,000.00	\$ 18,100.0	0 \$		_	20,100.00		26,000.00	\$	26,100.00	\$	30,000.00	\$ 30,100.00
HVAC Plan Review Fees Plan Entry	\$	Sta 100.00	ite Fees		Town of Brookfie	eld		\$	Town of Broo		ld 80/20 lan Entry	¢	Town of Brook	rfield 70/30
			<-Plan Entry	9		^	<-Plan Entry	-				\$ \$		
Less than 500 sf	\$	100.00	\$ 200.0			<i>ې</i>	200.00	-		\$	230.00			\$ 275.00
Less than 2,500	\$	150.00	\$ 250.0			\$	280.00	- 1		\$	334.00	\$		\$ 400.00
2,500 - 5,000	\$	200.00	\$ 300.00 \$ 400.00			\$	350.00	-		\$	425.00	\$ ¢		\$ 500.00 \$ 700.00
5,001 - 10,000	\$	300.00				\$	450.00				555.00	\$		
10,001 - 20,000	\$	400.00	\$ 500.0			\$	550.00			\$	685.00	\$		\$ 850.00 \$ 1,050.00
20,001 - 30,000	\$	500.00	\$ 600.0	_		\$	700.00		780.00	\$				
30,001 - 40,000	\$	800.00	\$ 900.0	_		\$	1,000.00	-	_,	т.		\$	_,	\$ 1,400.00
40,001 - 50,000	•	1,100.00	\$ 1,200.0		,	\$	1,300.00	-	,	\$	,		,	\$ 1,900.00
50,001 - 75,000		1,400.00	\$ 1,500.0	_	,	\$	1,700.00	-	•	\$				\$ 2,500.00
75,001 - 100,000		2,000.00	\$ 2,100.0		•	\$	2,300.00	-	•	\$	2,960.00			\$ 3,300.00
100,001 - 200,000		2,600.00		_	· · · · · · · · · · · · · · · · · · ·	\$	3,000.00	-	•	\$	3,870.00			\$ 4,200.00
200,001 - 300,000		5,100.00			-,	\$	6,800.00		8,710.00		8,810.00		,	\$ 10,100.00
300,001 - 400,000		3,800.00		_	· · · · · · · · · · · · · · · · · · ·	_	9,900.00	-	•	\$	12,840.00			\$ 14,600.00
400,001 - 500,000		0,800.00	\$ 10,900.0	_	,	\$	12,100.00		15,600.00		15,700.00			\$ 18,100.00
Over 500,000	\$ 12	2,100.00	\$ 12,200.0	0 \$	13,500.00	\$	13,600.00	<u>ې</u>	17,550.00	\$	17,650.00	\$	20,000.00	\$ 20,100.00
Ting along and anxiolate Dlag Davisous Foo	1	Cha	.t. [		Taura of Danalifi	اءاء	00/10		Tayya of Dag	. I.£: -	I4 00 /20		Taura of Daniel	£:-14 70/20
Fire alarm and sprinkler Plan Review Fee Plan Entry	\$	100.00	te Fees 100.0	) S	Town of Brookfie 100.00	eid	90/10	\$	Town of Broo		lan Entry	\$	Town of Brook	तांंंबाव 70/30 <-Plan Entry
Less than 500 sf	\$	100.00	φ 100.0t			\$	300.00			\$	230.00			\$ 300.00
	\$	30.00	\$ 130.00	_	\$ 100.00 \$ 100.00	\$	200.00			\$	230.00	\$ \$		\$ 300.00
Less than 2,500		60.00	•	_	\$ 100.00	·	200.00		130.00					\$ 300.00
2,500 - 5,000	\$					\$	200.00 250.00	-	195.00					\$ 350.00
5,001 - 10,000	\$	100.00		_		_					360.00			\$ 350.00
10,001 - 20,000	Þ	150.00	\$ 250.0	J	\$ 200.00	Ş	300.00	þ	260.00	Ş	300.00	Ş	350.00	<del>3</del> 450.00

20,001 - 30,000	\$ 200.00	\$ 300.00	\$ 250.00	\$ 350.00	\$ 325.00	\$ 425.00	\$ 400.00	\$ 500.00
30,001 - 40,000	\$ 350.00	\$ 450.00	\$ 400.00	\$ 500.00	\$ 520.00	\$ 620.00	\$ 600.00	\$ 700.00
40,001 - 50,000	\$ 500.00	\$ 600.00	\$ 550.00	\$ 650.00	\$ 715.00	\$ 815.00	\$ 850.00	\$ 950.00
50,001 - 75,000	\$ 700.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 1,040.00	\$ 1,140.00	\$ 1,250.00	\$ 1,350.00
75,001 - 100,000	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,200.00	\$ 1,430.00	\$ 1,530.00	\$ 1,700.00	\$ 1,800.00
100,001 - 200,000	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,820.00	\$ 1,920.00	\$ 2,300.00	\$ 2,400.00
200,001 - 300,000	\$ 3,000.00	\$ 3,100.00	\$ 3,300.00	\$ 3,400.00	\$ 4,290.00	\$ 4,390.00	\$ 5,000.00	\$ 5,100.00
300,001 - 400,000	\$ 4,400.00	\$ 4,500.00	\$ 4,800.00	\$ 4,900.00	\$ 6,240.00	\$ 6,340.00	\$ 7,250.00	\$ 7,350.00
400,001 - 500,000	\$ 5,600.00	\$ 5,700.00	\$ 6,300.00	\$ 6,400.00	\$ 8,190.00	\$ 8,290.00	\$ 9,500.00	\$ 9,600.00
Over 500,000	\$ 6,400.00	\$ 6,500.00	\$ 7,100.00	\$ 7,200.00	\$ 9,230.00	\$ 9,330.00	\$ 11,500.00	\$ 11,600.00

	Town of B	rookfield 90/10	Town of Brookfi	80/20	Town of Brookfield 70/30				
Plumbing New Construction	\$ 100.00	<-Plan Entry	\$ 100.00	<-	Plan Entry	\$	100.00	<-	-Plan Entry
Less than 3,000	\$ 300.00	\$ 400.00	\$ 390.00	\$	490.00	\$	490.00	\$	590.00
3,001 - 4,000	\$ 400.00	\$ 500.00	\$ 520.00	\$	620.00	\$	620.00	\$	720.00
4,001 - 5,000	\$ 550.00	\$ 650.00	\$ 715.00	\$	815.00	\$	815.00	\$	915.00
5,001 – 6,000	\$ 650.00	\$ 750.00	\$ 845.00	\$	945.00	\$	945.00	\$	1,045.00
6,001 – 7,500	\$ 700.00	\$ 800.00	\$ 910.00	\$	1,010.00	\$	1,010.00	\$	1,110.00
7,501 – 10,000	\$ 850.00	\$ 950.00	\$ 1,105.00	\$	1,205.00	\$	1,205.00	\$	1,305.00
10,001 – 15,000	\$ 900.00	\$ 1,000.00	\$ 1,170.00	\$	1,270.00	\$	1,270.00	\$	1,370.00
15,001 – 20,000	\$ 950.00	\$ 1,050.00	\$ 1,235.00	\$	1,335.00	\$	1,335.00	\$	1,435.00
20,001 – 30,000	\$ 1,100.00	\$ 1,200.00	\$ 1,430.00	\$	1,530.00	\$	1,530.00	\$	1,630.00
30,001 – 40,000	\$ 1,250.00	\$ 1,350.00	\$ 1,625.00	\$	1,725.00	\$	1,725.00	\$	1,825.00
40,001 – 50,000	\$ 1,550.00	\$ 1,650.00	\$ 2,015.00	\$	2,115.00	\$	2,115.00	\$	2,215.00
50,001 – 75,000	\$ 2,100.00	\$ 2,200.00	\$ 2,730.00	\$	2,830.00	\$	2,830.00	\$	2,930.00
Over 75,000	\$ 2,500.00	\$ 2,600.00	\$ 3,250.00	\$	3,350.00	\$	3,350.00	\$	3,450.00
DI 60.0070 I IIII I G									

Plus \$0.0072 per each additional sq. ft. over 75,000 sq. ft.

To	Town 80/20				Town 70/30														
	\$ 100.00	<-Plan Entry	\$ 100.00	<-	<-Plan Entry		-Plan Entry		<-Plan Entry		<-Plan Entry		<-Plan Entry		-Plan Entry		100.00	<-	Plan Entry
<15	\$ 200.00	\$ 300.00	\$ 260.00	\$	360.00	\$	360.00	\$	460.00										
16-25	\$ 300.00	\$ 400.00	\$ 390.00	\$	490.00	\$	490.00	\$	590.00										
26-35	\$ 450.00	\$ 550.00	\$ 585.00	\$	685.00	\$	685.00	\$	785.00										
36-50	\$ 550.00	\$ 650.00	\$ 715.00	\$	815.00	\$	815.00	\$	915.00										
51-75	\$ 800.00	\$ 900.00	\$ 1,040.00	\$	1,140.00	\$	1,140.00	\$	1,240.00										
76-100	\$ 900.00	\$ 1,000.00	\$ 1,170.00	\$	1,270.00	\$	1,270.00	\$	1,370.00										
101-125	\$ 1,050.00	\$ 1,150.00	\$ 1,365.00	\$	1,465.00	\$	1,465.00	\$	1,565.00										
126-150	\$ 1,150.00	\$ 1,250.00	\$ 1,495.00	\$	1,595.00	\$	1,595.00	\$	1,695.00										
>151	\$ 1,150.00	\$ 1,250.00	\$ 1,495.00	\$	1,595.00	\$	1,595.00	\$	1,695.00										

Plus \$160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor Adam N. Payne, Secretary

Telephone 608-267-7556 Toll Free 1-888-936-7463 TTY Access via relay - 711



October 26, 2023

►REQUIRES IMMEDIATE ACTION ◀
Urban NPS & Stormwater Mgmt. Program
Grant# USP67002Y24
Grant Amount: \$82,000.00

Tom Hagie, Administrator Town of Brookfield 645 N. Janacek Road Brookfield, WI 53045

Dear Mr. Hagie:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Stormwater Quality Management Plan Update*.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility, grantee requirements and reimbursement provisions. There are also several activities where you must obtain prior departmental review and authorization before proceeding.

You are obligated to submit a final report, using the Department's BMP Implementation Tracking System (BITS), prior to submitting your final reimbursement request for the projects completed under this grant; before and after photographs are a required component for construction projects.

In early 2024, DNR will hold a grant administration webinar to provide information about seeking reimbursement from DNR, amending your grant, submitting the final report, etc. All grantees receiving CY 2024 grant awards must attend the webinar or view the webinar recording prior to submitting the first reimbursement request for their grant. Stay tuned for details coming via email regarding the webinar date and time.

To accept this grant, please review the agreement and email a scanned copy signed by the authorized government official, along with the completed *Grantee Contact Page*, and evidence that your community has committed the necessary funding for the local share, to DNRCFANONPOINTGRANTS@wisconsin.gov.

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Source Coordinator, Jesse Bennett, at (414) 458-0448. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. Thank you for your continued cooperation with Wisconsin's Runoff Management Grant Programs.

Sincerely,

Jim Ritchie, Directo

Bureau of Community Financial Assistance

Enclosure(s)

C (e-copy):

Jesse Bennett, Regional Nonpoint Source Coordinator, DNR Southeast Region

Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2



### PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USP67002Y24
Governmental Unit	Town of Brookfield
Project Contact Name	
Project Contact Title	
Project Contact Mailing Address	
Project Contact Phone Number (direct):	( ) Extension:
Project Contact Email Address:	
Addrage to which raimhurcoment ch	ecks should be sent if different than contact information above:
Name	eeks should be selft if different than contact information above.
Title	
Mailing Address	
Phone Number (direct):	( ) Extension:
Email Address:	

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to: DNRCFANONPOINTGRANTS@wisconsin.gov.

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance (CF/2)
PO Box 7921
Madison, Wisconsin 53707-7921

# WISCONSIN URBAN NONPOINT SOURCE WATER POLLUTION ABATEMENT & STORMWATER MANAGEMENT GRANT PROGRAM

#### PLANNING GRANT AGREEMENT

Form 8700-327 (rev. 07/2021)

**Notice:** By signing this grant agreement, grantees indicate concurrence with conditions of this agreement, authorized under ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216, Wis. Adm. Code. This agreement must be signed and returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

Grant Number	Grant Award Date		
USP67002Y24	October 26, 2023		
Grantee (Unit of Government)			Total Grant Amount
Town of Brookfield			\$82,000
Project Name		Grant Period	
Stormwater Quality Management Plan Update		From January 1, 2024 Through December 31, 2025	
Authorized Government Official		Grantee Contact	
Tom Hagie, Administrator		Tom Hagie, Administrator	
Government Official Address		Contact's E-mail Address	
645 N Janacek Road		administrator@townofbrookfield.com	
City, ZIP Code, County		Contact's Telephone Number	
Brookfield, 53045, Waukesha County		(262) 796-3788	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address		DNR Region	
Jesse Bennett, (414) 458-0448, Jessiah.Bennett@wisconsin.gov		Southeast Region	

#### PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without grant agreement amendment.

Budget Line-Item Description		State Cost-Share Amount	Cost-Share Percentage
1.	Urban Stormwater/Erosion Plan – BMP U8	\$79,525.00	50%
2.	Information and Education Program – BMP U11	\$1,335.00	50%
3.	Stormwater/Erosion Control Ordinances – BMP U12	\$1,140.00	50%
Total Maximum Grant Amount		\$82,000.00	

#### PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for work performed and expenses incurred for the following eligible local assistance activities to address storm water management under chs. NR 151 and NR 216, Wis. Adm. Code, or Total Maximum Daily Load goals.

1.	Urban Stormwater/Erosion Plan – BMP U8
2.	Information and Education Program – BMP U11
3.	Stormwater/Erosion Control Ordinances – BMP U12

#### PART 4. CONDITIONS

#### A. General Conditions

A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.

- A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.
- A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.
- A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.
- A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.

#### A.6. The GRANTEE:

- Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement.
   In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements.
   GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance,
   GRANTEE may consult <u>Procurement Guide for Local Governments Receiving DNR Grants.</u>
- 2. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
- 3. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
- 4. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
- 5. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
- 6. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
- 7. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

- 8. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system, separate from all other GRANTEE activities, for this agreement.
- 9. Agrees to comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.
- 10. Agrees that all contracts or scope of service agreements related to this grant-funded project must obtain prior approval of the DEPARTMENT Regional Nonpoint Source Coordinator for this grant, with respect to reimbursement eligibility and conformity with standards and storm water permitting requirements.
- 11. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
- 12. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement with each request for partial grant reimbursement.
- 13. Agrees, within 60 days of the grant expiration date, to complete and submit a <u>Final Report Form (Form #3400-189P)</u> or to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS) once it is operational to replace Form 3400-189P, and submit a final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
- 14. Agrees to submit final planning products required by a municipal storm water permit to the DEPARTMENT using the Water ePermitting System (<a href="https://dnr.wisconsin.gov/permits/water">https://dnr.wisconsin.gov/permits/water</a>). Other final planning products will be submitted to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement.
- 15. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
- 16. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <a href="http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines">http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines</a> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
- 17. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 Boat, Gear, and Equipment Decontamination and Disinfection and available on the DEPARTMENT's website at: http://dnr.wi.gov/topic/invasives/disinfection.html.

#### A.7. The DEPARTMENT:

- 1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.
- 2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to ensure that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.

- 3. Shall reimburse the grantee at a rate of one-half the cost-share rate stipulated in Part 2 above until completed product(s) is submitted to, and approved by, the DEPARTMENT and the DEPARTMENT has approved the project's Final Report.
- 4. Shall reimburse costs incurred for completed grant project deliverables at amounts not to exceed those itemized for each grant deliverable in the DEPARTMENT's professional service agreement approval letter(s).

#### **B** - Special Condition

<u>Environmental and Natural Heritage Concerns</u>. Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

FOR THE GRANTEE By:	FOR THE STATE OF WISCONSIN By:
Authorized Government Official	Jim Ritchie, Director Bureau of Community Financial Assistance
Title	0
Date Signed	Date Signed
(Printed Name, If Different Than Authorized Government Official on P.	1)

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other

evidence that the community has, in fact, committed the necessary funding to complete the project.



Task Order No. 23-04
Town of Brookfield, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated May 22, 2023

#### **Project Information**

ASSOCIATES®

Excellence in Engineering
Since 1946

Services Name: Stormwater Quality Management Plan Update

Services Description: Prepare a stormwater management plan update to the plan previously prepared in 2011 by ENGINEER in accordance with OWNER's municipal separate storm sewer system (MS4) permit and the Fox Illinois River Basin total maximum daily load (TMDL) criteria. This project is partially funded by a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source and Stormwater Grant.

#### **Scope of Services**

ENGINEER will provide the following services to OWNER:

#### Task 1: Administration and Meetings

- 1. Submit draft task order to WDNR for approval prior to execution by OWNER and ENGINEER. Prepare and submit WDNR Final Report (Form 3400-189).
- 2. Participate in one in-person kickoff meeting, two virtual progress meetings, and one in-person presentation meeting.

#### Task 2: Stormwater Quality Modeling, Alternatives Analysis, and Implementation Plan

- 1. Submit a data request to OWNER for information included in **OWNER's Responsibilities**.
- 2. Provide up to two eight-hour days of field topographic survey and inventory of up to four publicly owned and eight privately owned existing stormwater Best Management Practices (BMPs).
- 3. Prepare and submit a watershed map (storm sewer system, municipal boundary, TMDL reachsheds, existing stormwater BMPs, and areas excluded from modeling), WinSLAMM land use map, and soils classification map in accordance with Wisconsin Pollutant Discharge and Elimination System (WPDES) Permit No. WI-S050105-3 and in accordance with OWNER-provided information.
- 4. Update OWNER's baseline and existing conditions stormwater quality modeling in accordance with WDNR's October 20, 2014, TMDL Guidance for MS4 Permits: Planning, Implementation, and Modeling Guidance (recertified on September 16, 2019). Modeling will be performed in WinSLAMM for total suspended solids (TSS) and total phosphorus (TP). OWNER's existing grass-lined swales, catch basin cleaning, street sweeping, up to seven publicly owned stormwater

Strand Associates, Inc.®

# OWNER REVIEW

Town of Brookfield Task Order No. 23-04 Page 2 November 14, 2023

# DRAFT

BMPs, and up to 45 privately owned BMPs will be incorporated into the modeling based on OWNER-provided stormwater BMP information, as appropriate. Up to eight privately owned (with maintenance agreement) stormwater BMPs will be incorporated into the modeling based on topographic survey, as appropriate. Privately owned BMPs without maintenance agreements will not be modeled. Provide a database of BMP information in spreadsheet format based on information provided by OWNER. If additional BMPs are requested to be modeled by OWNER, the cost to do so will be negotiated with OWNER and a task order amendment will be processed. If OWNER-provided information is insufficient to model BMPs identified above, the BMP will not be modeled or the cost to provide additional field topographic survey to collect stage/storage/discharge information will be negotiated with OWNER and a task order amendment will be processed.

- 5. Provide a tabular summary of stormwater quality modeling for OWNER in accordance with WPDES Permit No. WI-S050105-3.
- 6. Evaluate up to three alternatives to assist in meeting the TMDL criteria within OWNER limits consisting of a combination of up to ten total potential component stormwater BMPs (structural, operational, and ordinance modifications). Prepare a figure, analysis, opinion of probable construction cost (OPCC), and total 20-year present worth cost for up to ten total potential component stormwater BMPs. Costs will be presented in terms of total cost and cost per pound TP removed. Provide narrative and location of potential streambank stabilization projects that OWNER could pursue to count toward benchmark MS4 permit compliance based on information provided by the OWNER. Provide an overview figure showing the locations of the ten potential component stormwater BMPs.
- 7. Provide a stormwater narrative discussing the mechanism for achieving TMDL compliance through water quality trading (with other MS4s, private point dischargers, and agricultural lands). Develop concept level 20-year present worth cost for water quality trading (with agricultural lands) to assist in TMDL wasteload allocations.
- 8. Develop a project implementation plan considering feasibility, water quality benefit, available funding sources, land availability, and proximity to wetlands. The implementation plan will include prioritization of alternatives, potential schedule of alternatives, budgeting plan, and review of potential funding sources in accordance with OWNER's input. This plan will consist of a table within the stormwater quality management plan update for OWNER.

#### Task 3: Stormwater Program Updates

- 1. Prepare one narrative and table of potential updates to OWNER's public education and outreach, and public involvement and participation programs (that are complementary to the Waukesha County Partner Communities programs) in accordance with MS4 permit criteria.
- 2. Prepare one narrative and table of potential updates to OWNER's construction site erosion control ordinance and program in accordance with MS4 permit criteria and Wisconsin State Administrative Code, Chapter NR 151 (NR 151). Prepare reference guide and standard administration forms.



Town of Brookfield Task Order No. 23-04 Page 3 November 14, 2023

# DRAFT

- 3. Prepare one narrative and table of potential updates to OWNER's post-construction stormwater management ordinance and program in accordance with MS4 permit criteria and NR 151. Prepare reference guide and standard administration forms.
- 4. Prepare one narrative and table of potential updates to OWNER's illicit discharge detection and elimination (IDDE) ordinance and program in accordance with MS4 permit criteria and the WDNR's March 2012 guidance document including standard administration forms.
- 5. Prepare one narrative and potential updates to OWNER's existing stormwater pollution prevention programs (SWPPP). Prepare a new SWPPP for OWNER's Department of Public Works facility, including standard administration forms. A BMP at the facility will be reviewed including figure, OPCC, and stormwater quality modeling analysis. Provide an update to the municipal BMP inspection and maintenance procedures.
- 6. Provide information on OWNER's deicing activities in the stormwater quality management plan update using OWNER-provided information.

#### Task 4: Stormwater Quality Management Plan Update

Prepare a stormwater quality management plan update documenting the plan services and submit to OWNER in draft, draft final, and final format. The draft plan will include introduction, contributing watershed characteristics, and stormwater quality modeling report sections. The draft final plan will include the alternatives analysis report section. The draft plan and associated WinSLAMM stormwater quality modeling will be submitted to WDNR for concurrence with the submitted existing conditions WinSLAMM stormwater quality modeling. Provide one portable document format (PDF) file of the draft, draft final, and final stormwater quality management plan update. Submit a PDF file of the final plan to OWNER and WDNR.

#### Service Elements Not Included

In addition to those listed in the associated Agreement for Technical Services, the following service elements are not included in this Task Order. If such services are required, they shall be provided through an amendment to this Proposal or through a separate Proposal with OWNER.

- 1. <u>Data Gathering of Public or Private Stormwater BMP Information</u>: Any services related to data gathering of public or private stormwater BMP information.
- 2. <u>Topographic Survey of Additional Public or Private Stormwater BMPs</u>: Any services related to topographical survey of additional public or private stormwater BMPs.
- 3. <u>WinSLAMM Modeling of Additional Public or Private Stormwater BMPs</u>: Any services related to WinSLAMM modeling of additional public or private stormwater BMPs.

#### Compensation

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of \$164,000.



Town of Brookfield Task Order No. 23-04 Page 4 November 14, 2023



#### Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of January 15, 2024. Services are scheduled for completion on June 30, 2025.

#### **OWNER's Responsibilities**

In addition to those items found in the associated Agreement for Technical Services, OWNER shall be responsible for the following:

- 1. Provide a stormwater inlet sump inventory of visual observation and measurement of each stormwater inlet/catch basin on OWNER's property, if OWNER intends to seek stormwater quality credit for stormwater inlet sumps. This information will be used in the water quality model to provide OWNER credit for the inlets that have sumps in them. OWNER shall provide a map of the locations and depths of inlets with sumps and maintenance schedule.
- 2. Provide information regarding existing stormwater management programs including public education and outreach, public involvement and participation, IDDE, stormwater pollution prevention for municipal operations, street sweeping, deicing and snow removal, leaf and yard waste management, municipal garage and storage area management, and turf maintenance policies.
- 3. Provide a list of new development, redevelopment, and in-fill development projects with a notice of intent submitted on or after October 1, 2004, and a map showing the location of each. Provide a list, including locations, of development projects prior to October 1, 2004, that have stormwater BMPs.
- 4. Provide a list, locations, design drawings (grading plans and details), and stormwater management reports for all known existing stormwater BMPs (including privately owned) and practices for which stormwater quality credit is pursued, as available. Provide existing stormwater maintenance agreements for privately-owned stormwater BMPs. For stormwater BMPs, minimum necessary information includes stage/storage, outlet structure/pipes, and approximate current depth of water in the pond today for wet detention basins, as available.
- 5. Provide available existing soil borings at dry detention basins, infiltration basins, and other stormwater facilities.

Strand Associates, Inc.®

Town of Brookfield Task Order No. 23-04 Page 5 November 14, 2023

DRAFT

- 6. Provide the most recent version of the following maps in digital format:
  - a. Stormwater system map including locations of storm sewer, storm structures, grass-lined ditches, outfalls, and stormwater BMPs.
  - b. City boundary map.
  - c. Existing land use map.
  - d. Zoning map.
  - e. Street map.
  - f. Street sweeping map.
  - g. Parcel map.
  - h. Parks, recreational facilities, and open space map.
  - i. Public Works Facilities map.
  - j. Wetlands map.
  - k. Floodplain map.
  - 1. Aerial photography map.
  - m. Contour map.
  - n. Stormwater-related computer-aided design, GIS, and WinSLAMM files (i.e., watersheds, land use, WinSLAMM .dat or .mdb files) from OWNER's previous stormwater plans, as available.
- 7. Prepare and submit grant reimbursement requests to WDNR.
- 8. Assist ENGINEER in field survey/inventory of stormwater system and stormwater BMPs including a staff person and all necessary traffic control.
- 9. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER: OWNER:

STRAND ASSOCIATES, INC.®

TOWN OF BROOKFIELD OR DRAFT

DRAFT

Joseph M. Bunker Corporate Secretary Date T

Tom Hagie
Town Administrator

Date

JJG:tll\R:\MAD\Documents\Agreements\B\Brookfield, Town of (WI)\ATS.2023\TO\2023\1127.036.23-04.docx