

*****ATTACHMENTS*****



6.2

Gen. Ord. No. 15 - 14 - 15. By Alderperson Heidemann. June 16, 2014.

AN ORDINANCE repealing and recreating Article IV of Chapter 110 of the Municipal Code relating to right-of-way excavations.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Article IV of Chapter 110 of the Sheboygan Municipal Code entitled "Excavations" is hereby repealed and recreated to read as follows:

"Chapter 110 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

. . .

ARTICLE IV. EXCAVATIONS

Sec. 110-241. *Definitions.*

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means any person requesting permission to excavate, obstruct and/or occupy the street right-of-way.

Department means the Department of Public Works of the City.

Department Inspector means any person authorized by the Department to carry out inspections related to the provisions of this chapter.

Diggers Hotline shall mean "the statewide one-call notification system," which was developed in order to provide excavators and the general public with the ability to inform multiple owners of underground facilities of intended non-emergency excavation via a single telephone call.

Director means the Director of Public Works of the City and his/her designee.

Emergency means a condition that (1) poses a clear and immediate danger to life or health, or a significant loss of property, or (2) requires immediate repair or replacement in order to restore service to a customer.

Excavation means any operation in which earth, rock, or other material in or on the ground is moved, removed or otherwise displaced by means of any tools, equipment or explosives and includes grading, trenching, digging,

P.W.

drilling, auguring, tunneling, scraping, cable or pipe plowing, and driving and means any operation by which a structure or mass of materials is wrecked, razed, rendered, moved or removed within the street right-of-way or any City of Sheboygan property.

Permittee means a person who has obtained a permit as required by this Article.

Performance Bond means a bond, letter of credit, or cash deposit posted to ensure the availability of sufficient funds to assure that right-of-way excavation repair and restoration work is completed in both a timely and quality manner, per Department specifications.

Sec. 110-242. *Permit required.*

- (a) Except as otherwise provided in this chapter or other chapters of the municipal code, no person shall excavate any right-of-way or place facilities in a right-of-way without first having obtained an excavation permit from the Department.
- (b) No person shall excavate the right-of-way or maintain an excavation in the right-of-way beyond the date or area specified in the permit unless such person makes a supplementary application before the expiration of the initial permit, and a new permit or permit extension is granted.
- (c) A copy of any permit issued under this chapter shall be made available at all times by the permittee at the indicated work site and shall be available for inspection by the Department upon request.

Sec. 110-243. *Excavation permit application.*

- (a) Application for a permit shall be made to the Department upon Department forms. To be considered complete, permit applications shall also include all required attachments and scale drawings showing the location and area of the proposed excavation and the location of all existing and proposed equipment in connection with the object of the excavation work, including, but not limited to, poles, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, lines and other structures and appurtenances.
- (b) Except as otherwise provided herein, applications must be submitted at least two (2) business days prior to permit issuance.

- (1) The following types of projects shall require applications to be submitted at least fifteen (15) business days prior to permit issuance:
 - a. Excavations involving 1000 lineal feet or more of underground installation.
 - b. Excavations associated with major construction projects.
 - c. Excavations that are expected to have conflicts with other utilities or facilities in the right-of-way.

Sec. 110-244. *Excavation permit fee.*

- (a) The excavation permit fee shall be \$100.00; provided, however, that permits for driveway openings and/or sidewalk repair/replacement shall be \$25.00.
- (b) For excavation work within the right-of-way started without a permit, except in emergency cases, the fees shall be calculated as follows, per calendar year:
 - (1) First incident, double the regular permit fee;
 - (2) Second incident, double the regular permit fee, plus \$250.00;
 - (3) Third and subsequent incidents, double the regular permit fee, plus \$500.00.

Sec. 110-245. *Permit issuance; suspension; revocation.*

- (a) No excavation permit shall be issued without payment of the permit fee and posting of a performance bond with the City in the amount of five thousand (\$5,000.00) dollars during the term of the guarantee period; provided, however, that permits limited to driveway openings and/or sidewalk repair/replacement shall not require posting of a performance bond.
- (b) Fees paid for a permit which has been issued by the Department are not refundable.
- (c) The Department may refuse to issue a permit or may suspend, revoke, or refuse to extend an existing permit if it finds any of the following grounds:
 - (1) Issuance of the permit for the requested date would interfere with an exhibition, celebration, festival, or other event;

- (2) Misrepresentation of any fact by the applicant or permittee;
 - (3) Failure of the applicant to post or maintain required bonds;
 - (4) Failure of the applicant or permittee to complete work in a timely manner;
 - (5) The proposed activity is contrary to the public health, safety or welfare;
 - (6) Where or to the extent that inadequate right-of-way space is available;
 - (7) Where there are competing demands for the particular space in the right-of-way;
 - (8) The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the applicant;
 - (9) The applicability of ordinances or other regulations of the right-of-way that affect location of facilities in the right-of-way;
 - (10) The condition and age of the right-of-way; and whether or when it is scheduled for total or partial reconstruction;
 - (11) The applicant or permittee is otherwise not in full compliance with the requirements of this chapter or state or federal law;
 - (12) Failure to submit a complete application or pay applicable permit fees;
 - (13) Failure to comply with the requirements of Section 2-872 of the municipal code.
- (d) Discretionary issuance. Notwithstanding subsections (a)-(c) above, the Department may issue a permit in its discretion where issuance is necessary:
- (1) to prevent substantial economic hardship to a customer of the applicant; or
 - (2) to allow a customer of the applicant to comply with state or federal law or city ordinance or an order of a court or administrative agency with appropriate jurisdiction.

Sec. 110-246. *Appeals.*

Any person aggrieved by a decision of the Department revoking, suspending, refusing to issue or refusing to extend a permit may file a request for review by the public works committee. A request for review shall be filed within ten (10) days of the decision being appealed. Following a hearing, the committee may affirm, reverse or modify the decision of the Department.

Sec. 110-247. *Other obligations.*

- (a) Compliance with other laws. Obtaining a permit to excavate and/or occupy the right-of-way does not relieve a permittee of its duty to obtain all other necessary permits, licenses and approvals, and to pay all fees required by any other city, county, state or federal laws, rules or regulations. A permittee shall comply with all requirements of local, state and federal law. A permittee shall perform all work in conformance with all applicable codes, rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.
- (b) Prohibited work. Except in an emergency, or with the approval of the Department, no right-of-way excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

Sec. 110-248. *Reservation of Regulatory and Police Powers.*

The City, by granting of a permit to excavate, obstruct and/or occupy the right-of-way under this chapter does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights which it has or may hereafter be granted under the constitution and statutes of the State of Wisconsin to regulate the use of the right-of-way by the permittee; and the permittee by its acceptance of a permit to excavate, obstruct and/or occupy the right-of-way under this chapter agrees that all lawful powers and rights, regulatory authority, or police power, or otherwise as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A permittee is deemed to acknowledge that its rights are subject to the regulatory authority and police powers of the City to adopt and enforce general ordinances necessary to the safety, health and welfare of the public and is deemed to agree to comply with all applicable general laws, ordinances and resolutions enacted by the City pursuant to such powers.

Sec. 110-249. *Deposit of material.*

All sand, gravel, stone and other material and supplies and all refuse at the site of an excavation or opening in a street, alley, sidewalk or other public place shall be deposited in a manner to cause the least inconvenience for pedestrian and vehicular traffic and shall provide for the passage of water along the gutters.

Sec. 110-250. *Lights and barriers; liability.*

Each contractor or other person making any excavation, opening, repair, grading or other work which shall in any manner obstruct or render unsafe any street, alley, sidewalk or public place shall erect and maintain adequate barriers and lights to prevent accidents and shall be liable for all damages for failure to do so. Such contractor or person shall also be liable for all damages caused by the negligent digging in streets, alleys, sidewalks or public places or which may result from his carelessness in the prosecution of such work.

Sec. 110-251. *Restoring surface.*

- (a) Where a paved street has been evacuated by the city or its water utility or a private contractor with a permit granted by the city for purposes of repair of sewer or water laterals in the street right-of-way serving owner-occupied one- or two-family residential properties, the department of public works shall rebuild and restore the street pavement, and the costs of such restoration shall be borne by the city.
- (b) Except as provided in (a), every contractor or other person authorized to make an excavation or opening in any street, alley, sidewalk or public place for laying any drain, sewer, gas or water pipes, or other utilities, or for any other purpose shall rebuild and restore such to as good, substantial and permanent a condition as existed prior to commencement of the work, in accordance with the standards and methods for excavation and backfilling adopted by the City and on file with the Department, or as otherwise directed by the Department.

Sec. 110-252. *Technical standards.*

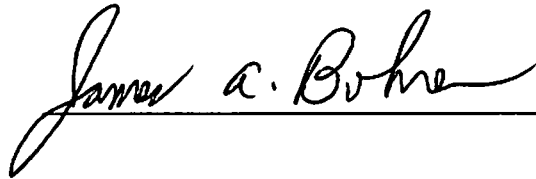
A permittee shall be fully responsible for restoring the right-of-way and appurtenances in complete compliance with the City's technical street right-of-way excavation, backfilling, restoration and repair standards and methods on file with the Department, adopted by the Common Council, and as amended from time to time. Copies of such standards and methods shall be made available by the Department to any permittee.

Sec. 110-253. *Guarantee Period.*

- (a) A permittee shall guarantee all street excavation repairs and restoration conform to the requirements of this chapter for a minimum of eighteen (18) months from completion of the repair or restoration work under the permit.
- (b) The guarantee period shall terminate if the repair or restoration work under the permit is disturbed by street rehabilitation work performed by the City prior to the expiration of the permittee's guarantee period."

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~VI~~

6.3

Gen. Ord. No. 16 - 14 - 15. By Alderperson Heidemann. June 16, 2014.

AN ORDINANCE repealing and recreating Section 110-1 of the Municipal Code relating to penalties for violation of certain sections of Chapter 110.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 110-1 of the Sheboygan Municipal Code entitled "Penalties for certain sections" is hereby repealed and recreated to read as follows:

"Sec. 110-1. *Penalties for certain sections.*

A violation of any of the following sections shall subject the violator to the forfeitures as set forth, together with the costs of prosecution, and, in default of payment of such forfeitures and costs, to imprisonment in the county jail until the forfeitures and costs are paid, but not in excess of the terms stated:

- (1) A forfeiture of not less than \$10.00 or more than \$100.00 and, in default of payment thereof, imprisonment for not exceeding 15 days, for a violation of sections 110-40, 110-71, 110-101, 110-102, 110-107, 110-108, 110-110, 110-111, 110-171, 110-172 and 110-249.
- (2) A forfeiture of not less than \$25.00 or more than \$250.00 and, in default of payment thereof, imprisonment for not exceeding 30 days, for a violation of sections 110-3, 110-5, 110-73, 110-74, 110-106, 110-109, 110-242, 110-247, 110-250, 110-251, 110-252 and 110-278.
- (3) A forfeiture of not less than \$50.00 or more than \$500.00 and, in default of payment thereof, imprisonment for not exceeding 60 days, for a violation of section 110-41.

p.w.

20

21



Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

James A. Bohrer

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



6.4

Gen. Ord. No. 17 - 14 - 15. By Alderperson Heidemann. June 16, 2014.

AN ORDINANCE creating Section 110-6 of the Municipal Code providing for issuance of stop work orders for work being carried on in violation of the provisions of Chapter 110.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 110-6 of the Sheboygan Municipal Code entitled "Stop work orders" is hereby created to read as follows:

"Sec. 110-6. Stop work orders.

The director of public works, his designee, or a department of public works inspector may halt any work being carried on in violation of the provisions of this chapter, post stop work signs therefor and order such work removed or corrected to conform herewith; provided, however, that no stop work order so posted shall affect work not governed by this chapter, except where the progress of any such work would interfere with inspection of work governed by this chapter."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

P.W.

James A Bohre

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.3

Res. No. 25 - 14 - 15. By Alderperson Heidemann. June 16, 2014.

A RESOLUTION adopting technical standards and methods for right-of-way excavation, backfilling, restoration and repair.

RESOLVED: That the Common Council hereby adopts the attached City of Sheboygan Technical Standards and Methods for right-of-way excavation, backfilling, restoration and repair.

BE IT FURTHER RESOLVED: That said technical standards and methods, as amended from time to time, shall be on file with the Department of Public Works.

P.W.

James A. Bohrer

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



PERMIT TO EXCAVATE IN THE PUBLIC RIGHT-OF-WAY

Permit # : _____
 Date Issued: _____
 Expires: _____
 Fee: _____
 Deposit account: _____

Applicant Information City Staff Facility Owner Property Owner Contractor

Name (print): _____ Company: _____
 Address: _____ Telephone: _____ Fax: _____
 _____ e-mail: _____

Applicant Signature: _____ Date: _____

Location of Work Address: _____
 Lot #/Subdivision: _____ Tax Key No.: _____
 Street: _____ From: _____ To: _____

Description of Work New Replacement Repair Abandonment / Removal

General Description: _____
 Estimated start date: _____ Estimated completion date: _____

Utility Construction (Type):	Utility Construction (Description):	Sidewalk / Driveways / Landscaping / Other
<input type="checkbox"/> Gas	<input type="checkbox"/> Main Line (Size: _____")	<input type="checkbox"/> Sidewalk (at Driveway only)
<input type="checkbox"/> Electric	<input type="checkbox"/> Service/Lateral (Size: _____")	<input type="checkbox"/> Sidewalk (complete)
<input type="checkbox"/> Telephone / Fiber Optic	<input type="checkbox"/> Tap (Size: _____")	<input type="checkbox"/> Driveway Apron (approved by: _____)
<input type="checkbox"/> Cable TV	<input type="checkbox"/> Valve (Size: _____")	<input type="checkbox"/> Curb Cut (approved by: _____)
<input type="checkbox"/> Utility Pole/Street Light	<input type="checkbox"/> Hydrant	<input type="checkbox"/> Private Driveway (staking only)
<input type="checkbox"/> Sanitary Sewer	Installation Method	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Storm Sewer	<input type="checkbox"/> Open Cut <input type="checkbox"/> Overhead	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Water	<input type="checkbox"/> Auger/Bore/Trenchless	

Type(s) of existing surfaces that will be damaged: Asphalt pavt. Concrete pavt. Curb/Gutter Sidewalk Grass

Surface Restoration Requirements (To be determined by City prior to issuing permit)

Required under this permit: Temporary Permanent None

Material(s): _____" Asphalt _____" Concrete Grass / Other: _____

Backfill Requirements: Excavated Material Compacted Granular Aggregate Slurry Flowable Fill

Additional Requirements (Department use only)

<input type="checkbox"/> Construction Plan/Sketch	<input type="checkbox"/> Sewer/Water Permit	<input type="checkbox"/> Inspection	<input type="checkbox"/> Re-Inspection
<input type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> Street Occupancy Permit	<i>Department of Public Works must be notified 4 working hours prior to requested time of inspection (920) 459-3440.</i>	
<input type="checkbox"/> Performance Bond	<input type="checkbox"/> Council Approval		
<input type="checkbox"/> Erosion Control Permit	<input type="checkbox"/> Contact Water Utility		
<input type="checkbox"/> Other: _____	(920) 459-3800		

Work Zone Traffic Control Requirements CONTACT CITY OF SHEBOYGAN POLICE DEPARTMENT

Type of Street: Proposed Traffic Control:

<input type="checkbox"/> Arterial/CBD	<input type="checkbox"/> City Manual Page(s) _____	Additional Requirements: _____ _____
<input type="checkbox"/> Collector	<input type="checkbox"/> State Manual Page(s) _____	
<input type="checkbox"/> Local	<input type="checkbox"/> Other (attach plan) _____	

Approved by: _____ Date: _____

FIELD NOTES (Department use only)

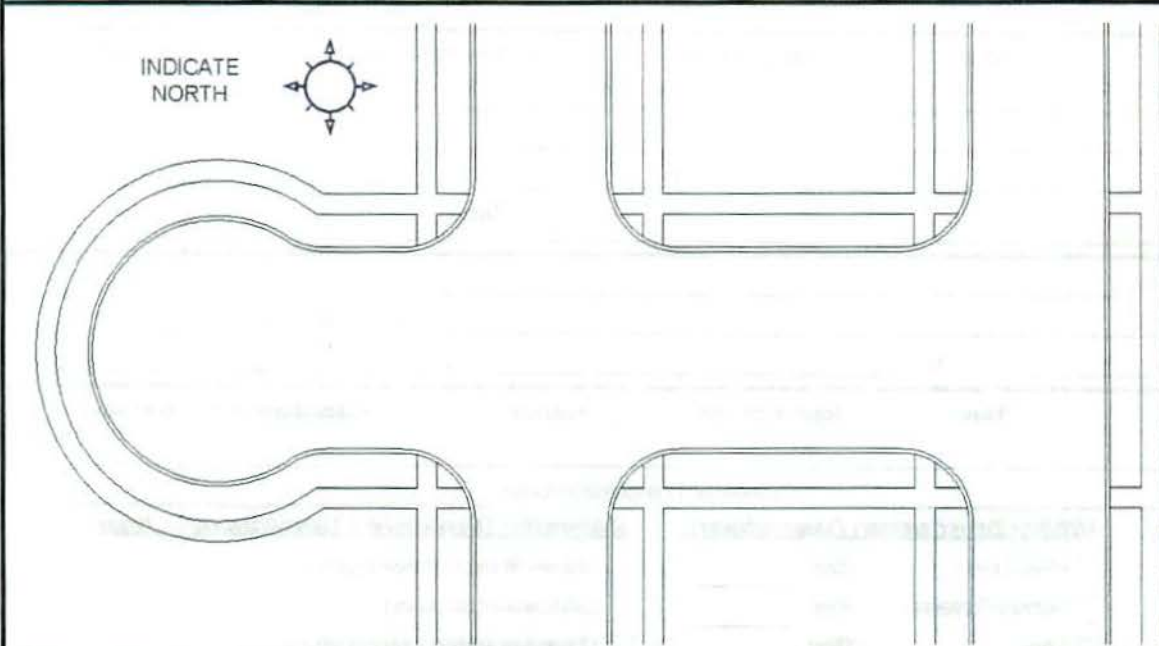
Surface Restoration: **TEMPORARY** **PERMANENT**

Name of Licenced Cement Finisher (if Permanent Concrete): _____

Backfill Material(s) Used: Excavated Material Compacted Granular Aggregate Slurry Flowable Fill

Surface Material(s) Used:

Thickness:



Existing Surface(s):

- Concrete
- Asphalt
- Asph./Conc.
- Gravel
- Grass
- Other: _____

Size of Excavation(s)

- _____ ft. x _____ ft.
- _____ ft. x _____ ft.
- _____ ft. x _____ ft.
- _____ ft. x _____ ft.
- _____ ft. x _____ ft.
- _____ ft. x _____ ft.

Inspection: **N/A** Inspected By: _____ Date: _____ Pictures taken

Measured Quantities:

Sidewalk Removed: (_____ ft) x (_____ ft) = _____ Sq. Ft.

Sidewalk Constructed: (_____ ft) x (_____ ft) = _____ Sq. Ft.

Inspector to describe what work was performed: _____

This permit approval is subject to the following conditions:

1. Permittee is responsible to obtain any further permits that may be required for this project.
2. Permittee shall install the proposed facilities as shown on the plan(s) that were submitted to the City of Sheboygan.
3. The field representative shall have a copy of the approved permit on-site at all times.
4. Any facilities installed as part of this permit shall be installed at least 5 feet from all existing city facilities, wherever feasible.
5. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNICIPAL CITATION if conditions of the permit are not met.
6. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the obstruction is permitted.

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warrants that all street excavations shall be performed in conformity to City ordinance, standards and specifications, be properly barricaded and lighted, and be performed in a workmanlike manner. In the event that the City Specifications and/or permit conditions are not followed, the applicant agrees to assume liability for any costs incurred by the City for corrective work required to bring the subject area into compliance with said Specifications. By applying for and accepting this permit, permit holder agrees to assume liability for any and all damages resulting from his occupancy, use or excavation of the street or premises. No work shall commence prior to approval of this permit by the Department of Public Works.

The applicant shall make all permanent or temporary repairs to any/all excavations caused by the work done herein as directed by the City. All repairs shall be done in accordance with standards and specifications in place at the time this permit is issued. The applicant further understands that if the permanent repairs are to be made by the City in the year following the excavation, or when deemed practicable by the City, ALL COSTS OF PERMANENT REPAIRS SHALL BE BILLED BACK TO THE APPLICANT, AND THE APPLICANT AGREES TO PAY THE SAME UPON RECEIPT OF THE INVOICE. My signature, as the applicant/permittee, acknowledges that I have read the above, understand the same and agree to be bound by the terms herein.

APPROVED BY: _____
(Department of Public Works)

DATE: _____

City of Sheboygan

Requirements to obtain a Permit to Excavate in the Public Right of Way

General

Any excavation within the City's street right of way requires a "Permit to Excavate in the Public Right of Way". The City's right of way is generally from sidewalk to sidewalk including the sidewalks. The cost of this permit is \$100.00. For permits related to repair or replacement of sidewalks or driveways, the cost of the permit is \$25.00. The permit must be applied for a minimum of two (2) business days prior to commencing work. The field representative shall have a copy of the approved permit on site at all times.

If you are planning to construct a sidewalk, driveway, curb cut, sanitary lateral, storm lateral, water lateral, or any type of utility, a request for a "Permit to Excavate in the Public Right of Way" shall be made by submitting a street excavating permit and completing the form as thoroughly as possible. This form is in Microsoft Excel format and can be obtained at www.ci.sheboygan.wi.us or can be obtained at the address listed below:

Department of Public Works
Municipal Service Building
2026 New Jersey Avenue
Sheboygan, WI 53081-4790

Office hours Monday-Friday
7:30 a.m. to 4:00 p.m.

When this form is completed, it should be emailed as an Excel document along with a sketch in pdf format to the following:

Michael.Thieme@sheboyganwi.gov
Jordan.Sucha@sheboyganwi.gov
Joel.Kolste@sheboyganwi.gov

The form can also be delivered to the address listed above.

No work shall take place until an approved street excavation permit has been received by the applicant.

The following types of projects must be submitted a minimum of fifteen (15) business days prior to commencing work. With a "Permit to Excavate in The Public Right of Way", the

applicant must submit electronically or in a hard copy format, detailed drawings showing the proposed construction project.

1. Projects of 1,000 feet or more of underground installation.
2. Projects of 300 feet or more of underground installation on City designated property right of way.
3. Projects that are associated with major construction projects.
4. Projects that are expected to have conflicts with other utilities.

Backfill Requirements

Aggregate slurry backfill is required in all excavations for lateral repairs, manhole repairs, utility spot repairs, and utility valve and curb stop repairs. The aggregate slurry backfill shall conform to the requirements specified in WSWS 8.43.8 or as directed by the City Engineer.

If a curb stop is present when using a slurry backfill, the curb stop shall be separated from these materials to allow for future adjustments.

During night-time emergency repairs when the contractor is not able to leave the excavation exposed overnight due to weather conditions, the contractor may use compacted granular backfill.

However, no excavated material removed from the trench during the construction/repair utility work will be allowed to be reused as backfill without prior approval from the City Inspector.

During winter months (November 1 to April 15), the contractor will be allowed to use granular backfill. However, no excavated material removed from the trench during the construction/repair utility work will be allowed to be reused as backfill without prior approval from the City Inspector.

All trenches in terraces, boulevards, and other grass areas shall be backfilled with excavated material and top dressed with 4 inches of topsoil, seed, fertilizer, and mulch.

Surface Restoration

The permit holder is required to restore all surfaces to a permanent condition according to the following guidelines. If the permit holder hires a subcontractor to install the permanent surface before the expiration date of the permit, then the subcontractor does not need to take out a second permit. However, the subcontractor must have a copy of the permit in the field.

A. Concrete

1. After obtaining a permit, the contractor shall notify the City of Sheboygan Department of Public Works by calling 920-459-3440 to have the construction limits reviewed prior to the contractor starting their work. Please allow at least

4 hours for the City Inspector to arrive. All concrete marked for removal shall be sawcut to the full depth of the concrete. General restoration requirements for concrete streets are as follows. However, these may be modified at the direction of the City Inspector depending on the condition of the street.

- a. Full panel replacement for a street less than 30 years old.
 - b. For panel replacement older than 30 years, if the remaining area in the panel between the excavation and the nearest joint is less than 6 feet, the additional area to the nearest joint shall also be included in the repair.
 - c. The concrete replacement panel will consist of 10 inches of crushed aggregate base course when aggregate slurry backfill is not being used.
 - d. All joints in the new pavement, including where the new concrete matches into existing concrete, shall be sawcut to a maximum depth of $\frac{1}{4}$ of the thickness of the pavement but not less than 1-1/2 inches prior to being sealed.
 - e. All joints in the pavement shall be sealed.
 - f. If sidewalk panels are damaged, full sidewalk panels shall be replaced. Damaged sidewalk will be replaced in kind.
 - g. Driveway aprons shall be replaced to full panel to the nearest joint.
2. After the site is prepped and ready for concrete, the contractor shall notify the City Inspector again for inspection prior to the permanent patch being installed. Please allow at least 4 hours for the City Inspector to arrive.

B. Asphalt

1. After obtaining a permit, the restoration contractor shall notify the City Inspector at 920-459-3440 to review the restoration limits. Please allow at least four hours for the City Inspector to arrive. General requirements for restoration of asphalt streets are as follows; however, these may be modified at the discretion of the City Inspector depending on the condition of the street.
 - a. All asphalt marked for removal shall be sawcut to the full depth of the asphalt and concrete base course.
 - b. The asphalt patch base will consist of 10 inches of crushed aggregate base course and 7 inches of concrete base course when aggregate slurry backfill is not being used.

- c. The asphalt surface will be repaired by excavating a minimum of 1 foot larger than the initial excavation but not less than 4 feet in any direction. The asphalt patch will be installed at a thickness equal to the adjacent existing asphalt but not less than 3 inches thick. The contractor may be required to re-sawcut after backfilling in order to provide a straight butt joint.
- 2. After the site is prepped and ready for asphalt, the contractor shall notify the City inspector again for inspection prior to the permanent patch being installed. Please allow at least 4 hours for the City Inspector to arrive.
 - a. Winter Months - During the winter months (November 1 to April 15), the contractor shall install a cold mix asphalt patch unless hot mix asphalt is available, or a temporary concrete patch. The permit holder is required to maintain any temporary patch until which time the permanent patch is installed. The permanent patch must be installed after May 1, but no later than June 15th of the following year.
 - b. Bond and Insurance – The contractor shall furnish a bond in the amount of \$5,000 to assure that he will observe and obey all the requirements of the City, and that he will indemnify the City or any person in front of whose property he may work against loss by reason of his failure to observe the requirements of the Common Council.

C. Traffic Control

Traffic control shall be provided in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), latest edition. Projects that will cause lane restrictions on designated U.S. or State highways, County trunks, City arterials or controlled intersections, closure of local streets, or other special circumstances as determined by the Department of Public Works will require traffic control plans as part of the permit application submittal. The traffic control plan must be approved by the Department of Public Works a minimum of 48 hours prior to the start of construction. For major projects, the contractor should contact the Department of Public Works at 920-459-3440 or email the following as soon as possible to work out the details of the traffic control plan:

Michael.Thieme@sheboyganwi.gov
Jordan.Sucha@sheboyganwi.gov
Joel.Kolste@sheboyganwi.gov

D. Erosion Control

All construction site erosion and sediment control practices shall be adjusted to meet field conditions and in place prior to the start of construction and will comply with the State of Wisconsin Department of Natural Resources (WDNR) Storm Water Management Technical Standards. All erosion and sediment control practices will be inspected at a minimum weekly and within 24 hours following a rainfall of 0.5 inches or greater. An erosion and sediment control practice inspection log shall be maintained at all times during the project. Erosion and sediment control practices shall not be removed until the construction site is stabilized with a dense vegetative cover and or impervious areas and no longer susceptible to erosion.

Refer to WDNR's web page regarding Storm Water Management Technical Standards.

E. Additional Requirements

1. Wherever possible, installation of manholes and vaults should be avoided in sidewalks and street crosswalk areas.
2. Where unavoidable, manhole and vault covers in sidewalks or crosswalks must have non-skid surfaces.
3. A minimum horizontal separation of 3 feet must be maintained from other underground utilities.

**CONSTRUCTION SPECIFICATIONS
FOR
PORTLAND CEMENT CONCRETE PAVING**

City of Sheboygan, Wisconsin

GENERAL

Unless otherwise specified, the work under the Permit to Excavate in Public Right of Way shall be performed as specified in the Standard Specifications for Highway and Structure Construction, State of Wisconsin, 2012 Edition. All references to "State Specifications" shall comply with this document.

EXISTING STRUCTURES

Wherever existing structures, such as manhole frames, surface inlets, catch basins, water valve boxes, etc., are not to the correct elevation, the contractor shall adjust such structures to the new grade and remove/replace all adjustment rings and castings. The use of cast iron manhole adjusting rings will not be permitted. Low profile castings may be required to bring structures to grade.

All adjustments of manhole and catch basin castings shall have a one-half (½") inch bed of mortar between adjusting rings and shall also be back plastered inside and out with one-half (½") inch of mortar.

CASTINGS

The Contractor shall furnish all castings for the project as specified on the detail drawings.

MANHOLE CASTINGS

Manhole castings damaged or broken by the contractor during construction will be replaced with a new casting at no cost to the City.

When in the opinion of the City Inspector, a sewer manhole casting is in such condition that it should be replaced and the Contractor has not damaged or broken the casting during the construction, or if the existing sanitary casting does not meet the DNR standards, then the Contractor is required to remove the old casting and replace it with a new casting which will be provided by the City of Sheboygan.

ADJUSTMENT OF MANHOLES

It is the intent of the City to have installed a minimum amount of manhole rings up to a maximum of six (6") inches of adjustment rings. Manhole rings shall have a one-half (½") inch bed of mortar between them and back plaster inside and outside with one-half (½") inch mortar.

DENSE GRADED BASE

There shall be dense graded base placed under all Portland cement concrete and bituminous concrete pavement, and curb and gutter when slurry backfill is not used and the graded base compacted to form a good solid surface for the forms and equipment.

The dense graded base shall be 1¼-inch gradation, per Section 305 of the State Specifications. Appropriate drainage during and after placement of base shall be maintained.

GRADES OF CONCRETE

All concrete pavements with integral curb and gutter and placed with a slipform type paver shall be Grade "A". Any concrete pavement or curb and gutter not placed with a slipform type paver shall be a Grade "C" mix. Air-entrained concrete shall be used on the project. The concrete shall contain six (6%) percent (+ or - 1%) entrained air. The use of any additives to the concrete, other than an approved air-entraining admixture, shall not be allowed without written consent of the Engineer. The grades of concrete used on this project shall be as specified in Section 501.3.1.3 of the State Specifications. The minimum compressive strength shall not be less than 3500 psi when cylinders are prepared, cured and tested in accordance with ASTM Specifications.

JOINT SEALING

All pavement joints shall be filled with Hot-Poured elastic joint sealer conforming to ASTM D3405.

EXISTING STUMPS AND TREE REMOVAL

All tree and stump removal shall be incidental to the contract. All existing stumps shall be removed to a depth eighteen (18") inches below the bottom of the subgrade elevation.

FORM CHECK

Before any base material, concrete pavement, concrete curbs and gutter, concrete sidewalk, or bituminous pavement is placed, the forms and/or subgrade shall be checked by the City Inspector. However, the responsibility of maintaining forms true to line and grade shall be the responsibility of the Contractor. At least four (4) hours notice shall be given for any form or subgrade check or placement of bituminous concrete. Placement of any materials within these forms or upon any subgrade without prior approval from the City Inspector will be removed by the contractor.

CONCRETE CURB AND GUTTER, CONCRETE CURB

Curbs shall be depressed at driveways and pedestrian ramps. State Statutes require pedestrian ramps at all intersections.

CONCRETE APPROACHES/DRIVEWAYS

All concrete approaches to driveways and walkways that cross alleys and driveways shall be replaced with a Grade "A" mix.

DRIVEWAYS

All driveways are to be replaced with the material as it was originally constructed.

TOPSOIL, SEEDING AND SODDING

Four (4) inches of topsoil shall be placed in accordance to Section 625 of the Standard Specifications.

For areas of topsoil to be seeded, fertilized and mulched or sodded shall be done in accordance to Sections 627, 629, 630 and 631 of the State Specifications. Mulch with tackifier added shall be placed on slopes exceeding one on three. A number forty (40) seed mixture, without the white clover, in accordance with Section 630 of the State Specifications shall be used, unless otherwise noted in the plans and special provisions.

ROOT EXCAVATION FOR SIDEWALKS

The contractor will excavate and remove buried roots found existing below the surface of the sidewalk. Root removal will begin from the bottom of the sidewalk grade and extend twelve (12) inches below that grade. This excavated area will be replaced with granular material and compacted in no more than 6-inch lifts within the excavated area.

**SPECIFICATIONS
FOR
BITUMINOUS STREET RESURFACING**

City of Sheboygan, WI

GENERAL

Unless otherwise specified, the work under the Permit to Excavate in the Public Right of Way shall be constructed in accordance with the State of Wisconsin Standard Specifications for Road and Bridge Construction, Edition 2013 and the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, December 22, 2003, with all addendums.

ASPHALTIC CONCRETE PAVEMENT

1. Description

This work shall consist of designing, mixing, placing and compacting an asphaltic concrete pavement consisting of ½" nominal maximum size mixture for the single layer on the approved existing surface in accordance with the specifications and in reasonably close conformity with the existing lines, grades, and thicknesses.

The requirements of Section 460, Asphaltic Concrete Pavement and Section 450-465, Plant Mixed Asphaltic Bases, Surfaces and Pavements – General Requirements, shall be applicable to this work, except as hereinafter otherwise stipulated. If any inconsistencies exist, the requirements of AASHTO MP2, Standard Specification for Volumetric Mix Design and AASHTO PP28, Standard Practice for Designing HMA shall govern.

2. Materials

General: All materials used in this work shall conform to the requirements designated in Sections 450-465 for the particular material specified, except as hereinafter otherwise or additionally stipulated.

3. Aggregates

The aggregates shall meet the following properties:

Characteristic	Requirement	Test Method
Coarse Aggregate Angularity, % Crushed Particles, (by count); min.	75% one face	
Flat, Elongated Particles, % (by weight); max.	10%	ASTM D4791
Fine Aggregate Angularity, % Air	40%	AASHTO TP 33

Voids; min.		Test Method A
Clay Content, Sand Equivalent; min.	40%	AASHTO T 176
Los Angeles Abrasion, % Wear; max.	45% @ 500 rev. 13% @ 100 rev.	AASHTO T 96
Soundness of Aggregates, % Loss; max.	12%	AASHTO T 104
Deleterious Materials, % (by weight); max.	1%	AASHTO T 112

4. Aggregate Gradation Master Range

The aggregates, including mineral filler when required, shall conform to the following gradation requirements.

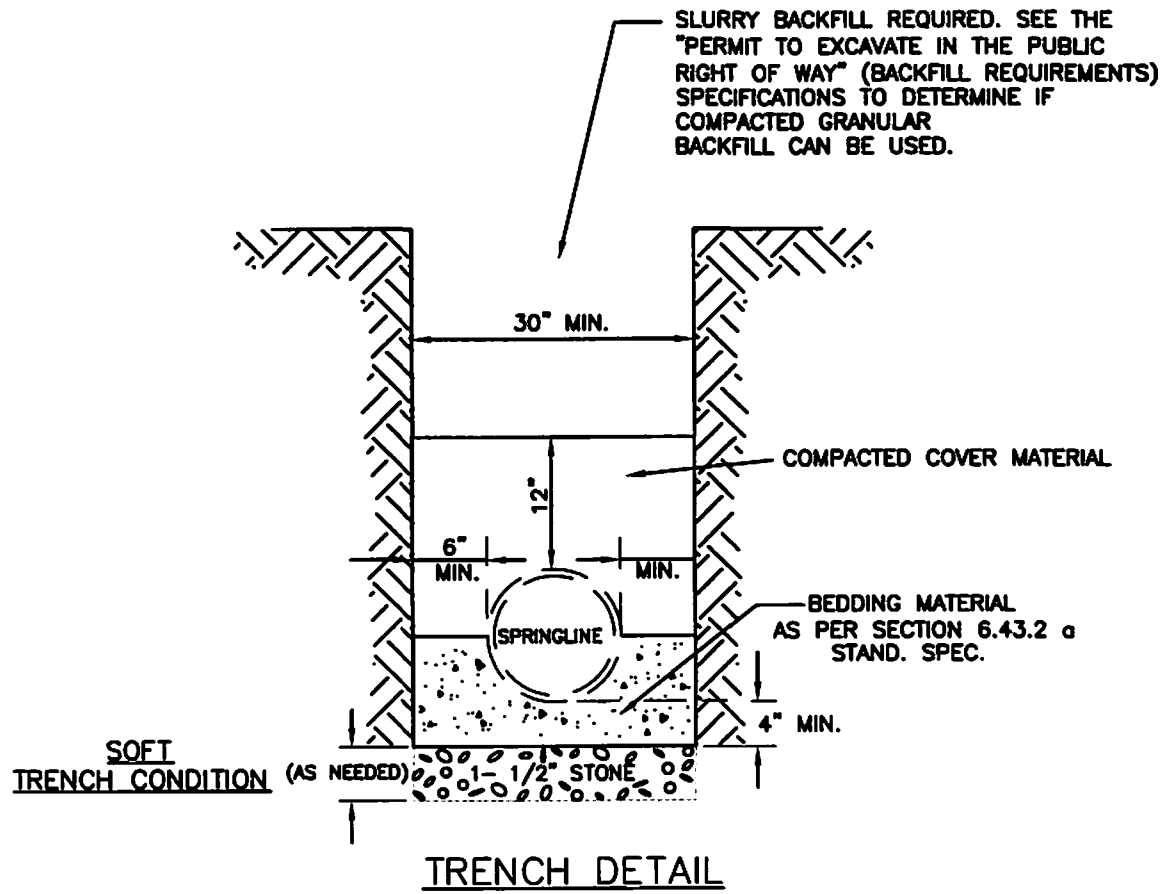
The gradation values listed are the extreme limits for design purposes. Production testing tolerances may allow mixture production values that exceed the aggregate master range.

Gradation*

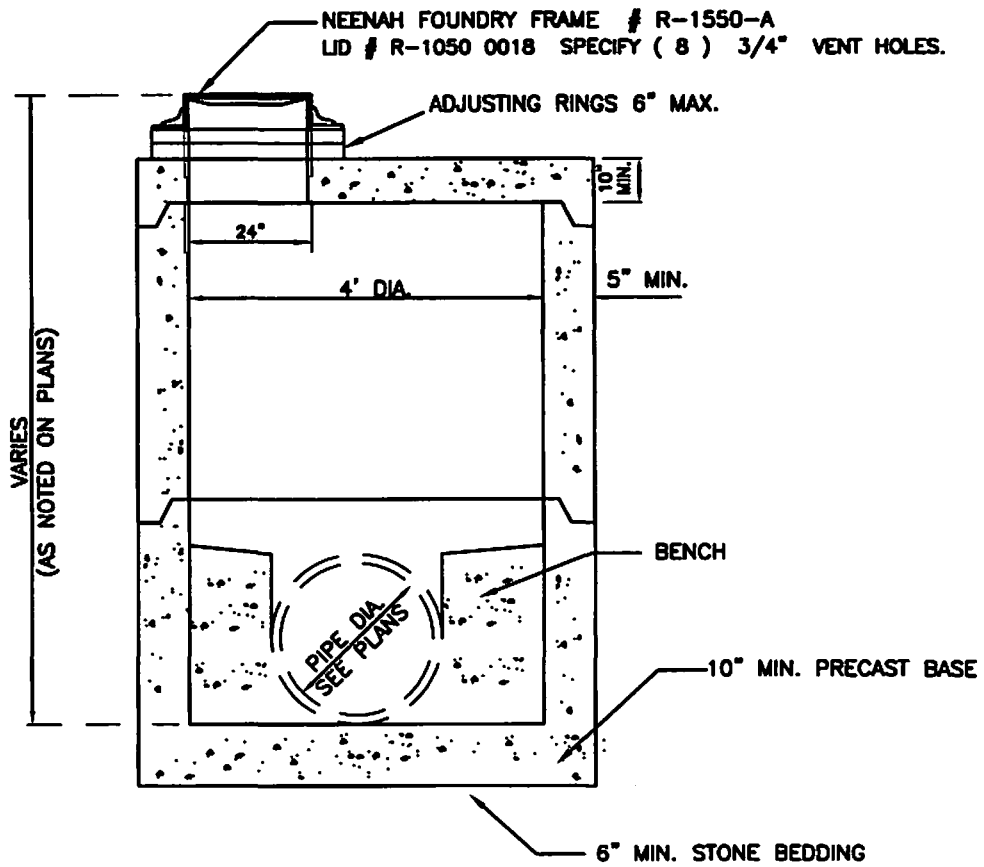
Sieve Size	12.5 mm
25.0 mm	
19.0 mm	100
12.5 mm	90 – 100
9.5 mm	90 max.
4.75 mm	
2.36 mm	28 – 58
1.18 mm	
600 µm	
300 µm	
75 µm	2 – 10

*Percent passing of total aggregate weight

SECTION STORM SEWER DETAILS

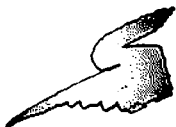


SECTION STORM SEWER DETAILS



4' DIAMETER PRECAST STORM MANHOLE

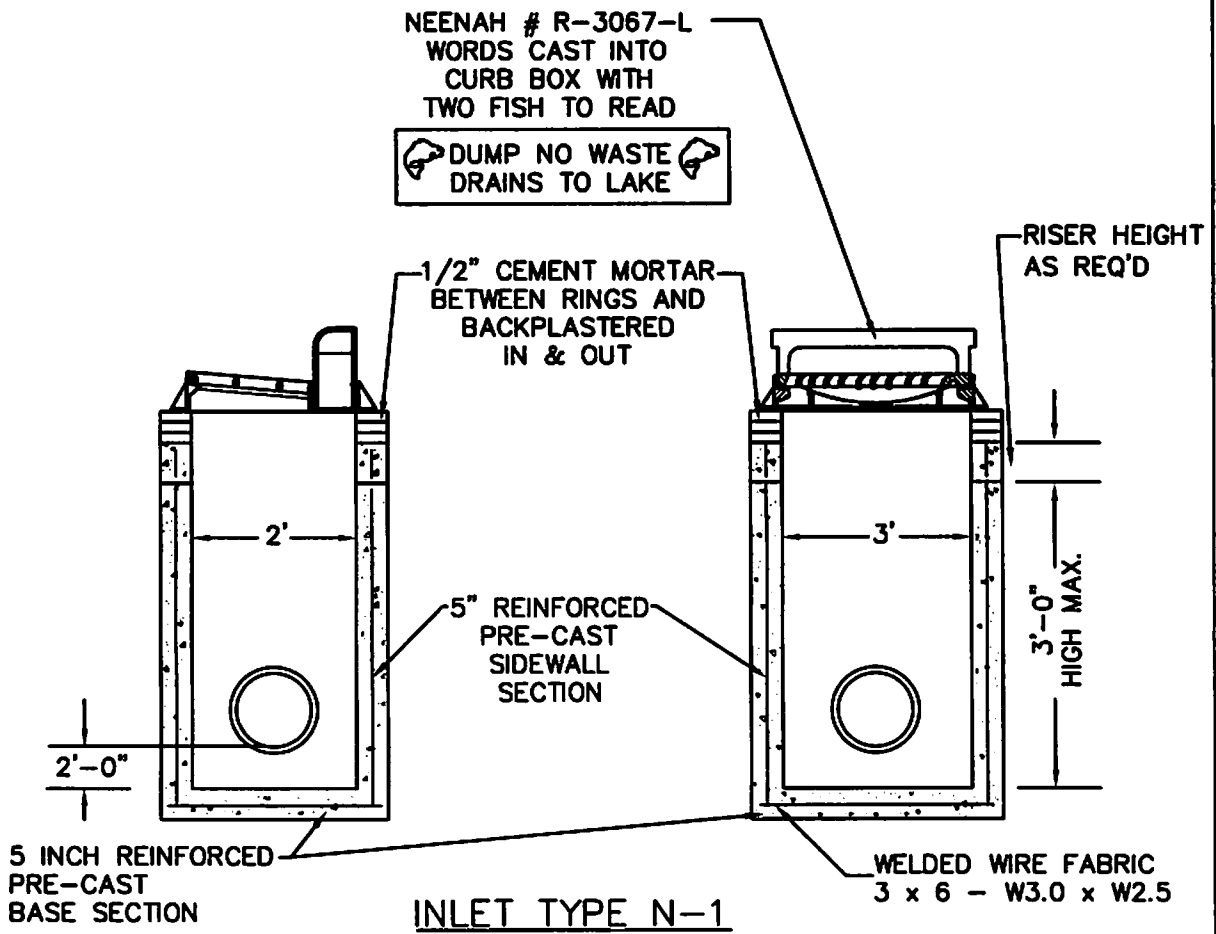
NTS



City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014

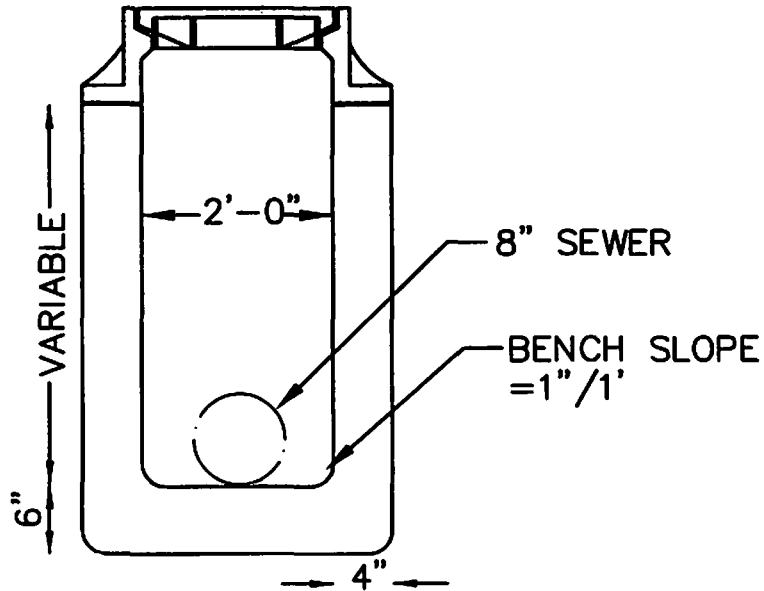
SECTION STORM SEWER DETAILS



SECTION STORM SEWER DETAILS

CLEANOUT / YARD DRAIN MH.

NEENAH FRAME R-1550 LID R-2050 TYPE C / YARD DRAIN
NEENAH FRAME R-1550 VENTED LID 1040-0022 with (6)
3/4" VENT HOLES (CLEAN-OUT MH.)



STANDARD MINI-STORM MH. DETAIL

N.T.S.

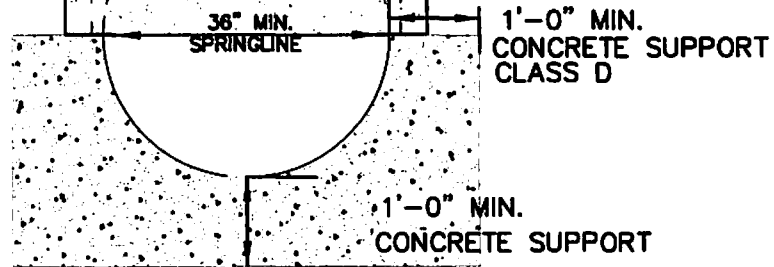
SECTION STORM SEWER DETAILS

NEENAH FRAME R-1550 VENTED LID 1040-0022 with (8)
3/4" VENT HOLES

ADJUSTING RINGS 12" MAX.

STANDARD 48" DIA.
PRE-CAST CONE

NEATLY SAW AND REMOVE
TOP OF PIPE TO ALLOW A
36" MIN. OPENING



CONCRETE SUPPORT FOR NEW MH. ON LARGER SEWERS



City of
Sheboygan
spirit on the lake

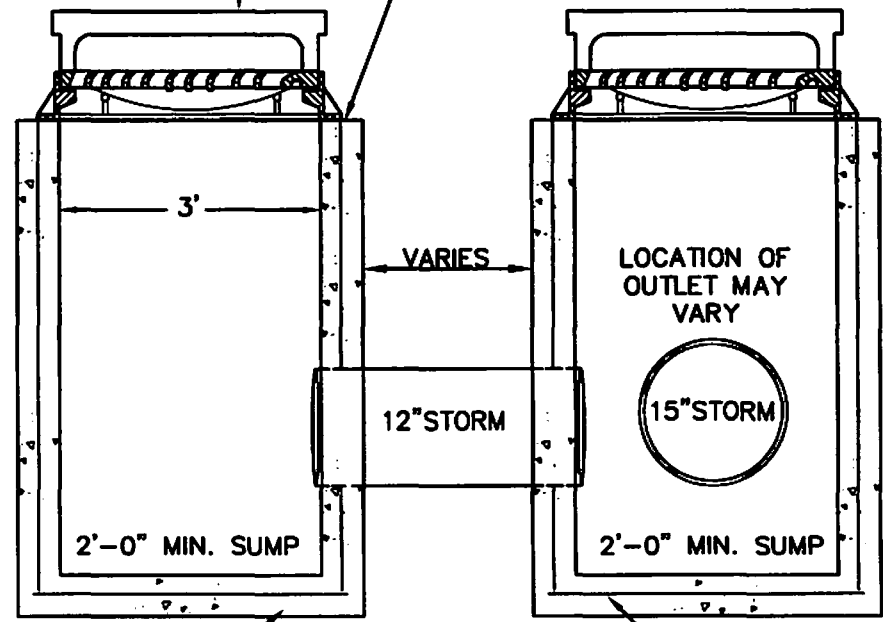
N.T.S.
REVISED JAN.22, 2014

SECTION STORM SEWER DETAILS

NEENAH # R-3067-L
WORDS CAST INTO
CURB BOX WITH
TWO FISH TO READ



ADJUSTING RISERS MAY BE REQ'D.
1/2" CEMENT MORTAR BETW. RINGS
AND BACKPLASTERED IN & OUT



5" REINFORCED PRE-CAST
SECTION

WELDED WIRE FABRIC
3 x 6 - W3.0 x W2.5

LOCATION OF
OUTLET MAY
VARY

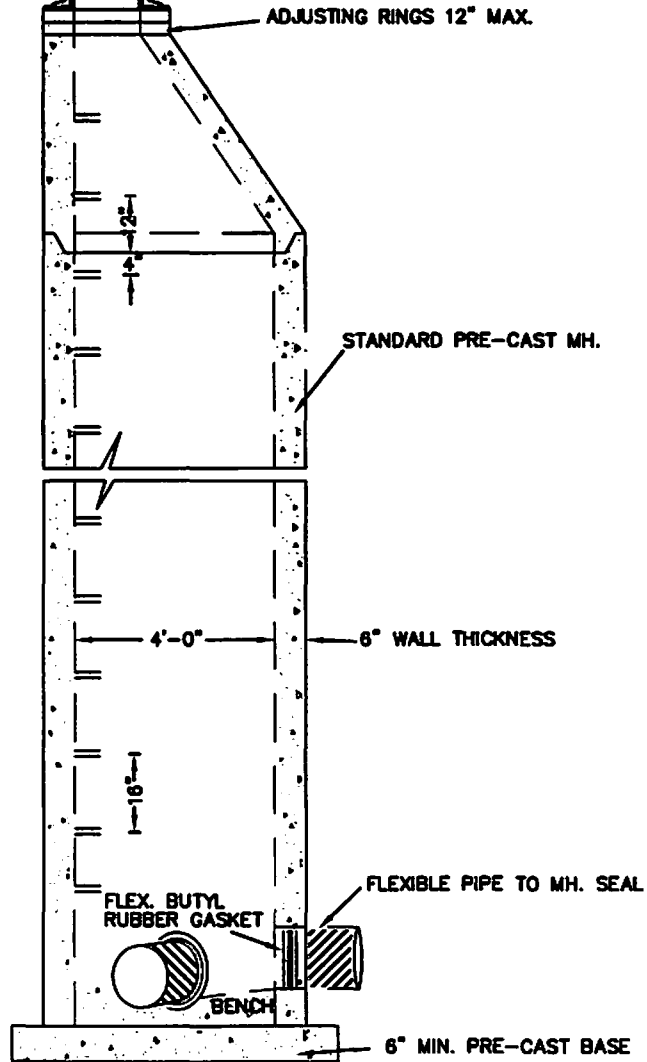
STANDARD INLET TYPE N-1 (2)
INSTALLATION



N.T.S.
REVISED JAN.22, 2014

SECTION SANITARY SEWER DETAILS

NEENAH FOUNDRY FRAME # R-1550-A
LID # R-1040 0022
CONCEALED PICK HOLE
FRAME & COVER

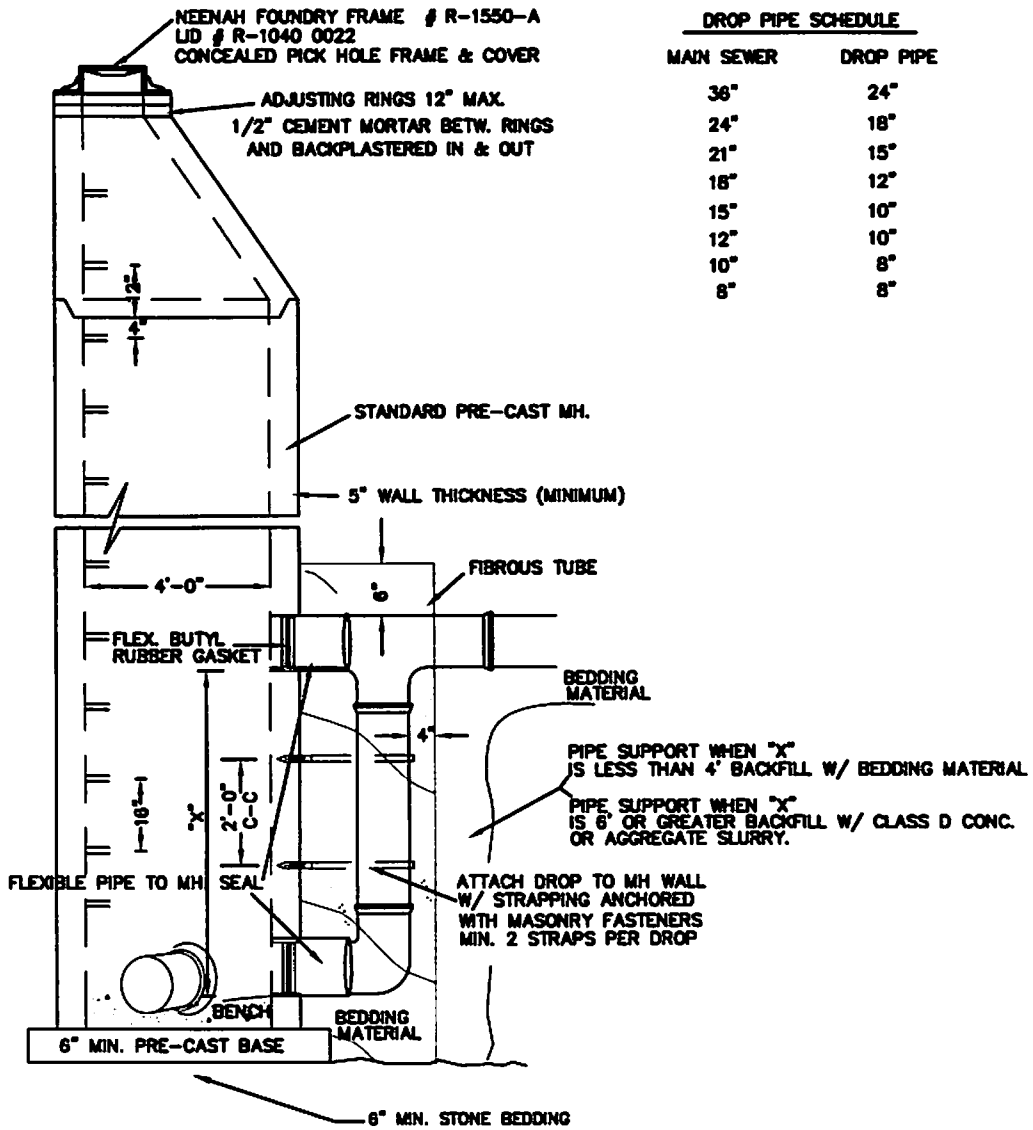


STANDARD SANITARY SEWER MANHOLE
WITH ECCENTRIC CONE



N.T.S.
REVISED JAN.22, 2014

SECTION SANITARY SEWER DETAILS

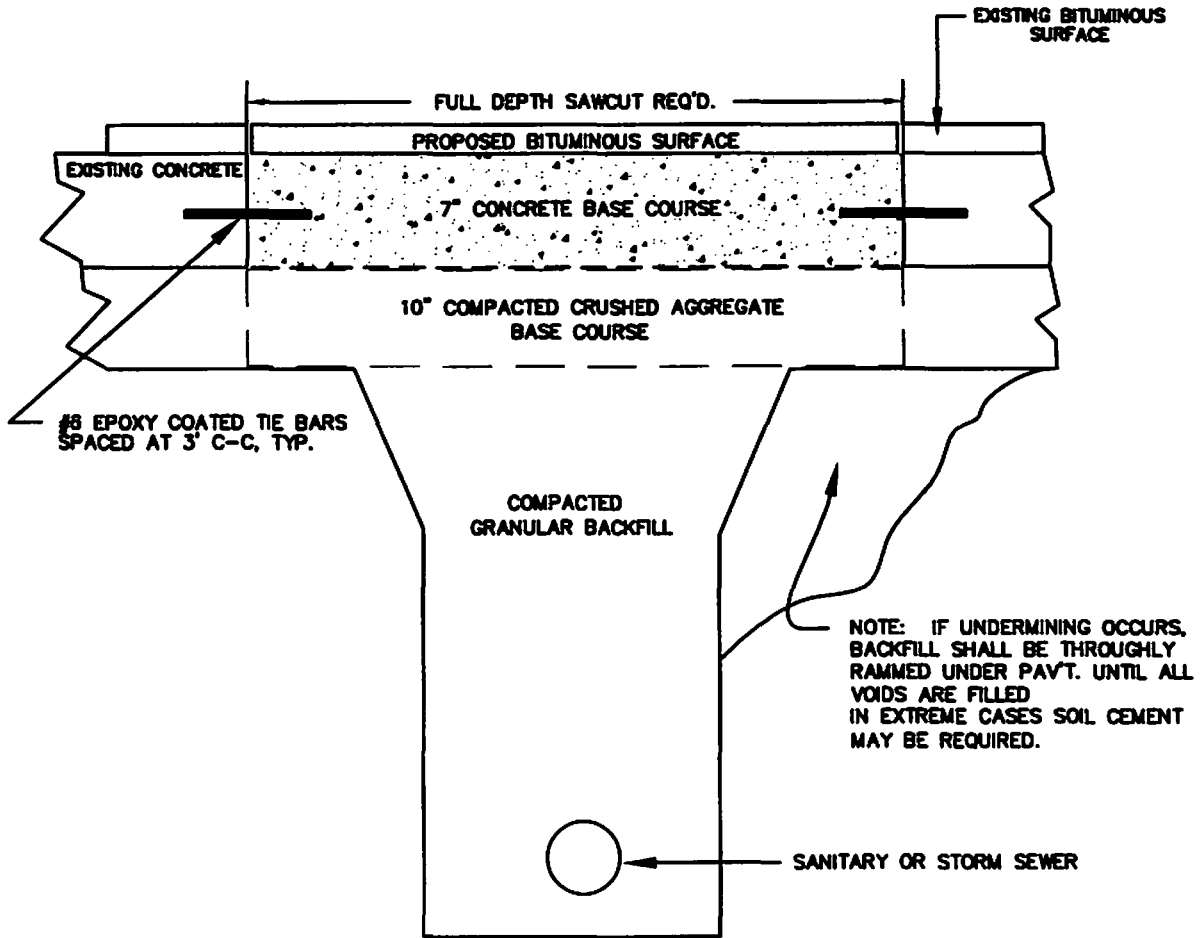


STANDARD SANITARY SEWER-NEW OUTSIDE DROP MANHOLE
WITH ECCENTRIC CONE



N.T.S.
REVISED JAN.22, 2014

SECTION PAVEMENT DETAILS



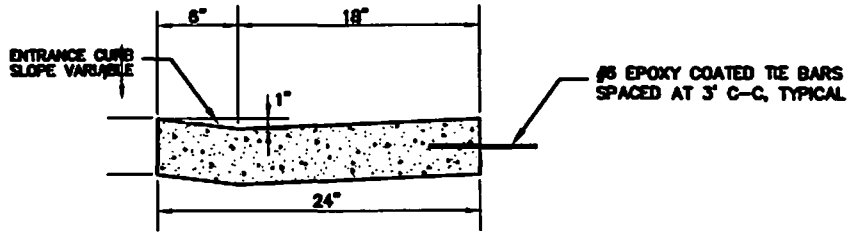
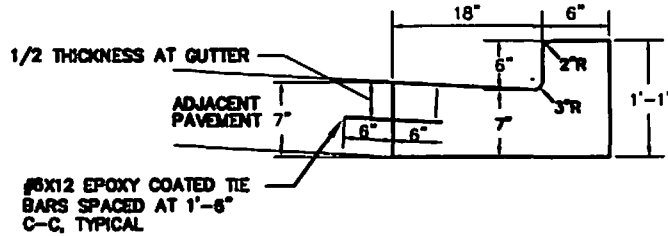
SEC. 36-123.1 MUN. CODE

TYPICAL CUT PAVEMENT SECTION
UTILITY PATCH DETAIL

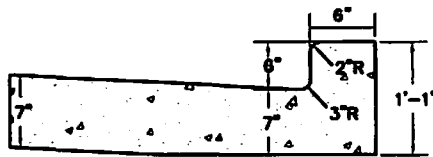


N.T.S.
REVISED JAN.22, 2014

SECTION PAVEMENT DETAILS



CONCRETE CURB AND GUTTER 24-INCH
FOR REPLACEMENT ADJ. TO EXIST. 6" OR 8" CURB HEAD
& CONCRETE DRIVEWAY ADJ. TO 6" OR 8" CURB HEAD

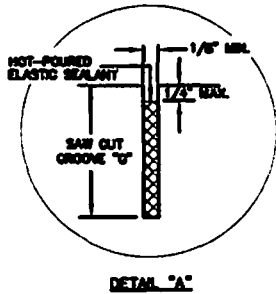
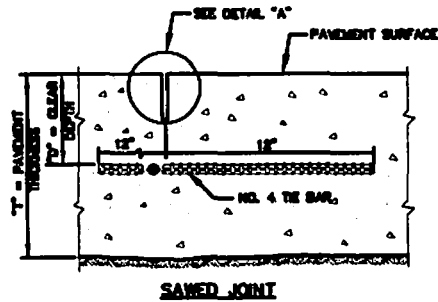
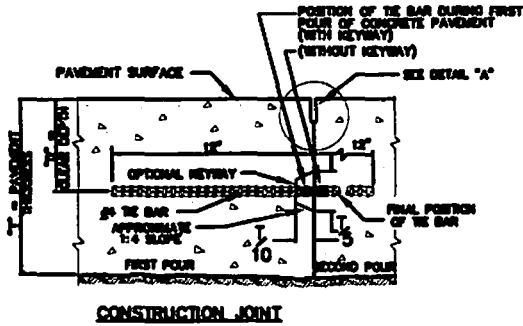


CONCRETE CURB AND GUTTER INTEGRAL, TYPE A
6" OR 8" CURB HEAD



N.T.S.
REVISED JAN.22, 2014

SECTION PAVEMENT DETAILS



PAVEMENT THICKNESS "T"	CLEAR DEPTH "D"	SAW CUT GROOVE "G"	MAXIMUM TIE BAR SPACING "S"	
			24' OR 28'	30'
6, 8 1/2"	3" ± 1/2"	2"	46"	42"
7, 7 1/2"	3 1/4" ± 1"	2 1/4"	45"	36"
8, 8 1/2"	3 3/4" ± 1"	2 1/2"	36"	30"
9, 9 1/2"	4 1/4" ± 1"	3"	33"	27"
10, 10 1/2"	4 3/4" ± 1"	3 1/4"	30"	24"
11, 11 1/2"	5 1/4" ± 1"	3 3/4"	27"	21"
12"	5 3/4" ± 1"	4"	24"	21"

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

CONTRACTION JOINTS

THE LOCATION AND ORIENTATION OF CONTRACTION JOINTS THROUGH INTERSECTIONS SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

CONTRACTION JOINTS SHALL BE SEALED AS SHOWN IN DETAIL "A"

DOWEL BARS SHALL BE PARALLEL TO THE PAVEMENT CENTERLINE AND SURFACE

CONSTRUCTION JOINTS

CONSTRUCTION JOINTS SHALL BE LOCATED A MINIMUM OF 4 FEET FROM THE NEAREST CONTRACTION JOINT AND ALIGNED EITHER PARALLEL TO THE CONTRACTION JOINTS OR AT 90° TO THE CENTERLINE.

CONSTRUCTION JOINTS SHALL BE SEALED AS SHOWN IN DETAIL "A"

TIE BARS MAY BE INSERTED THROUGH THE HEADER BOARD AFTER THE CONCRETE HAS BEEN PLACED.

TIE BARS SHALL BE EPOXY COATED IN CONFORMANCE WITH SUBSECTION 505.2.4 OF THE STANDARD SPECIFICATIONS.

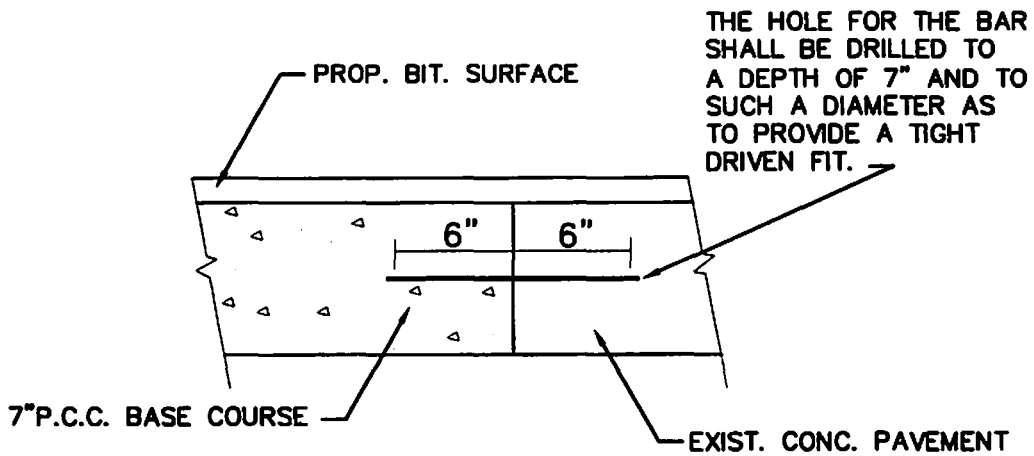
REFER TO TYPICAL CROSS SECTIONS FOR PAVED WIDTH AND LOCATION OF LONGITUDINAL JOINTS.

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

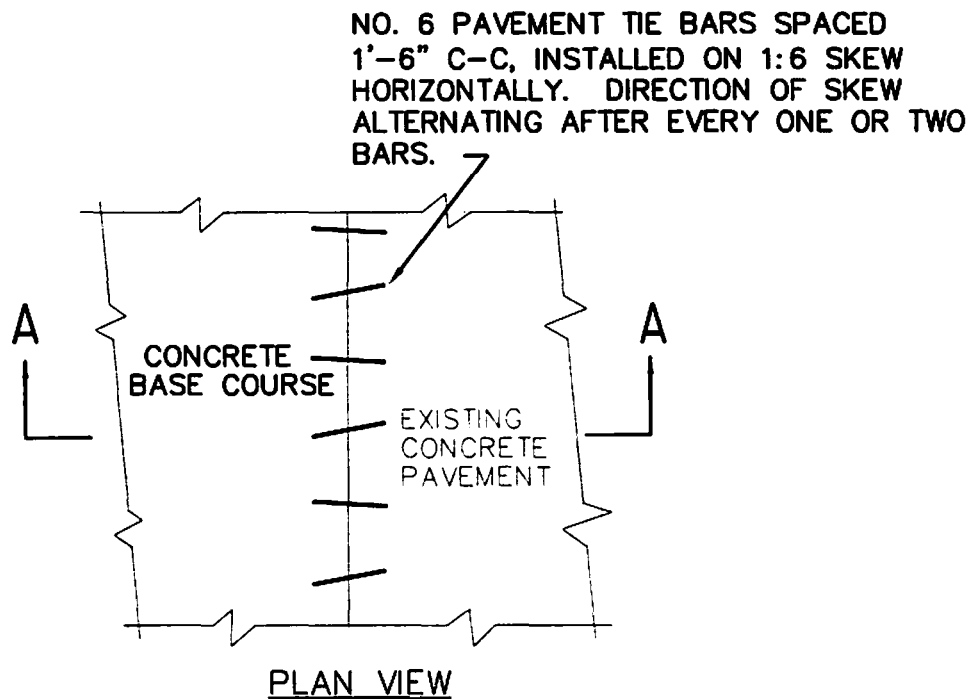


N.T.S.
REVISED JAN.22, 2014

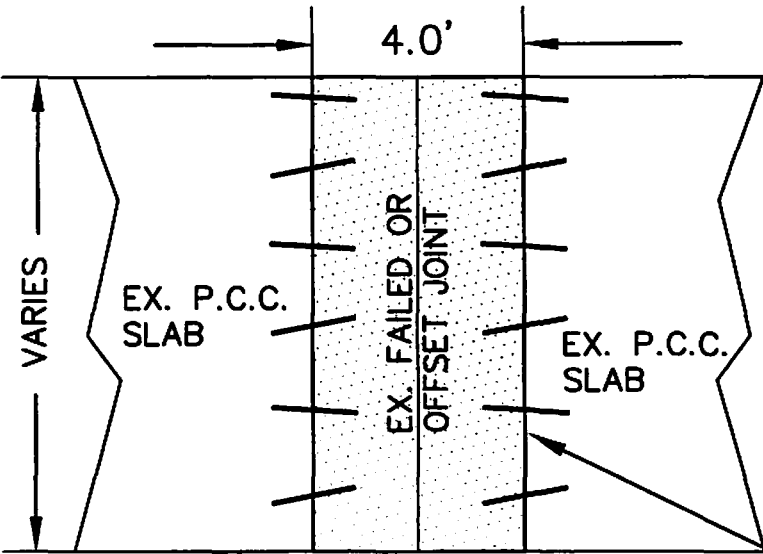
SECTION PAVEMENT DETAILS



SECTION A-A PAVEMENT TIES



SECTION PAVEMENT DETAILS



FULL DEPTH SAW 2.0' OFF FAILED JOINT
BOTH DIRECTIONS AND REPLACE WITH
7" P.C.C.

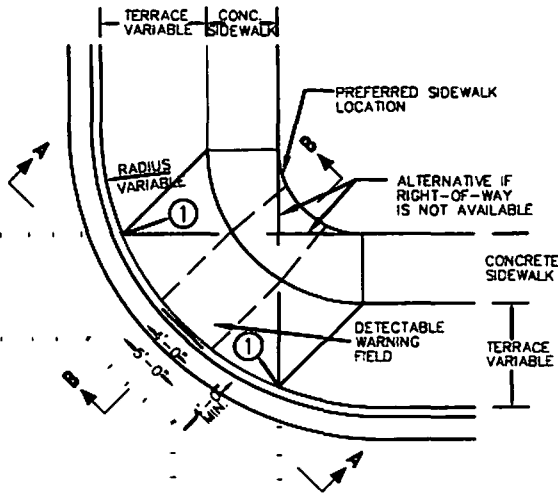
TYPICAL FOR JOINT REPAIR



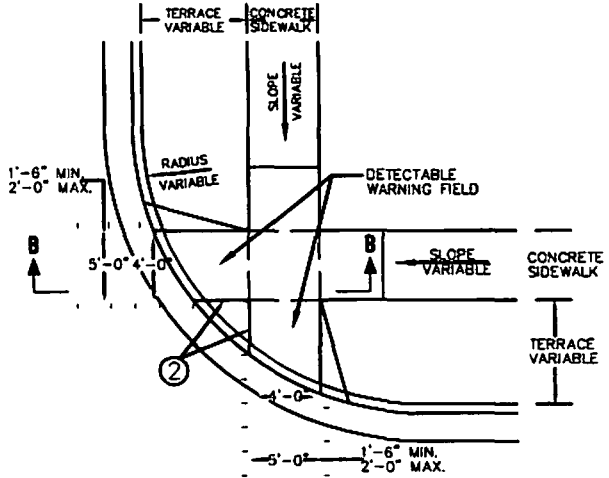
City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014

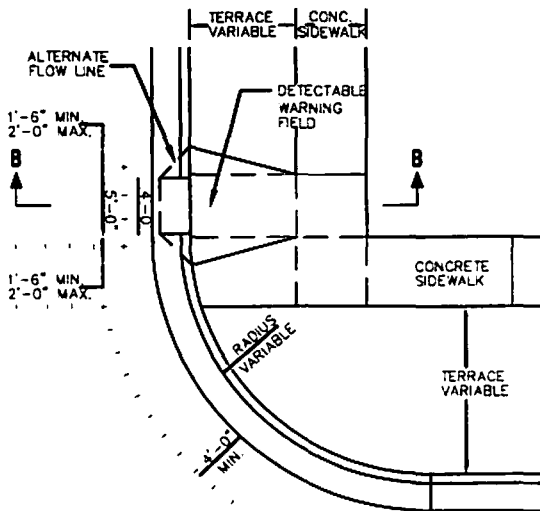
SECTION MISCELLANEOUS DETAILS



**PLAN VIEW
TYPE 1 RAMP
(CENTER OF CORNER RADIUS)**

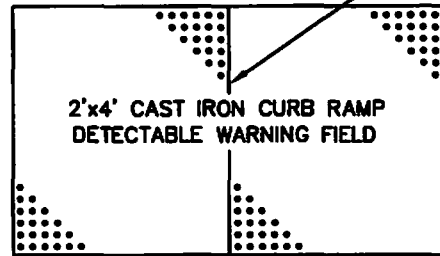


**PLAN VIEW
TYPE 2 RAMP
(ON LINE WITH SIDEWALK)**



**PLAN VIEW
TYPE 3 RAMP
(OUTSIDE OF CROSSWALK AREA)**

**NEENAH # R-4984-248
TWO PLATES SHALL BE
COMBINED TO FORM A
24" X 48" UNIT**



CURB RAMP DETECTABLE WARNING FIELD



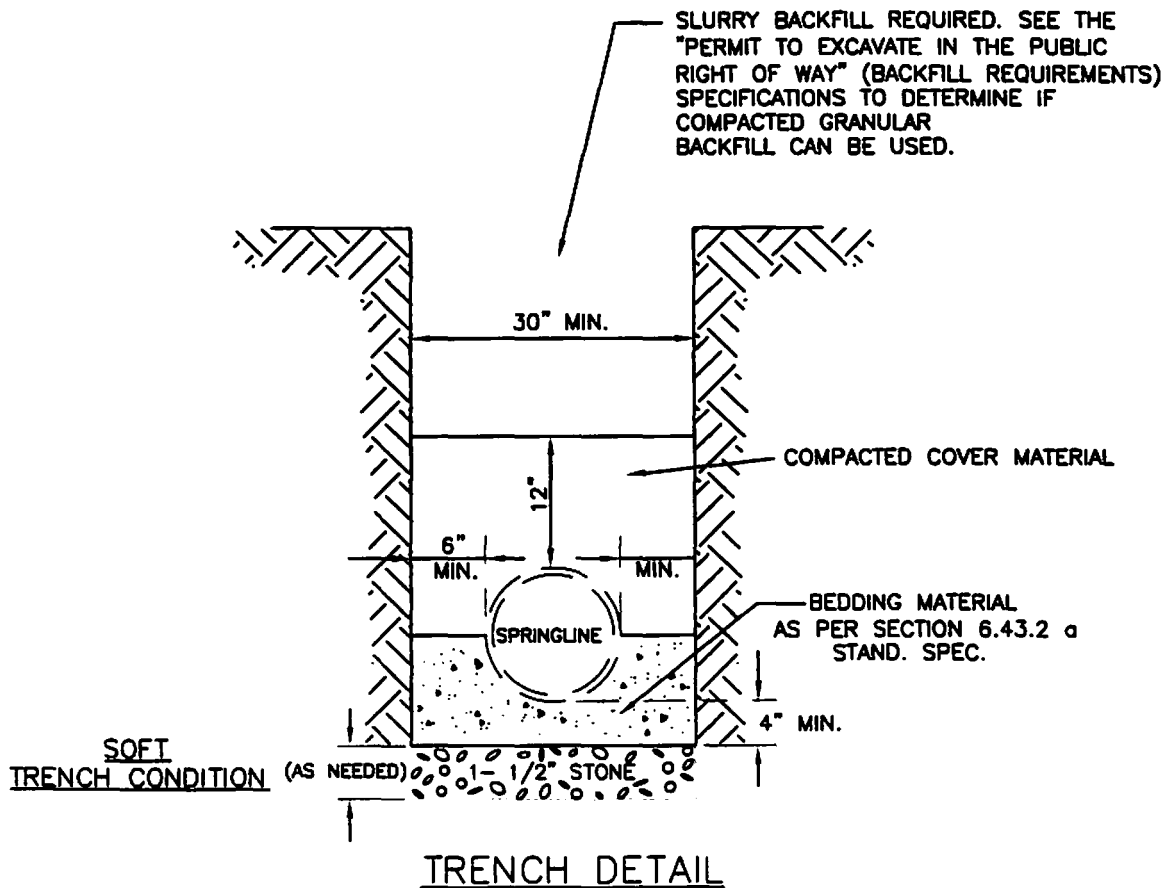
N.T.S.
REVISED JAN.22, 2014

SECTION STORM SEWER DETAILS



City of
Sheboygan
spirit on the lake

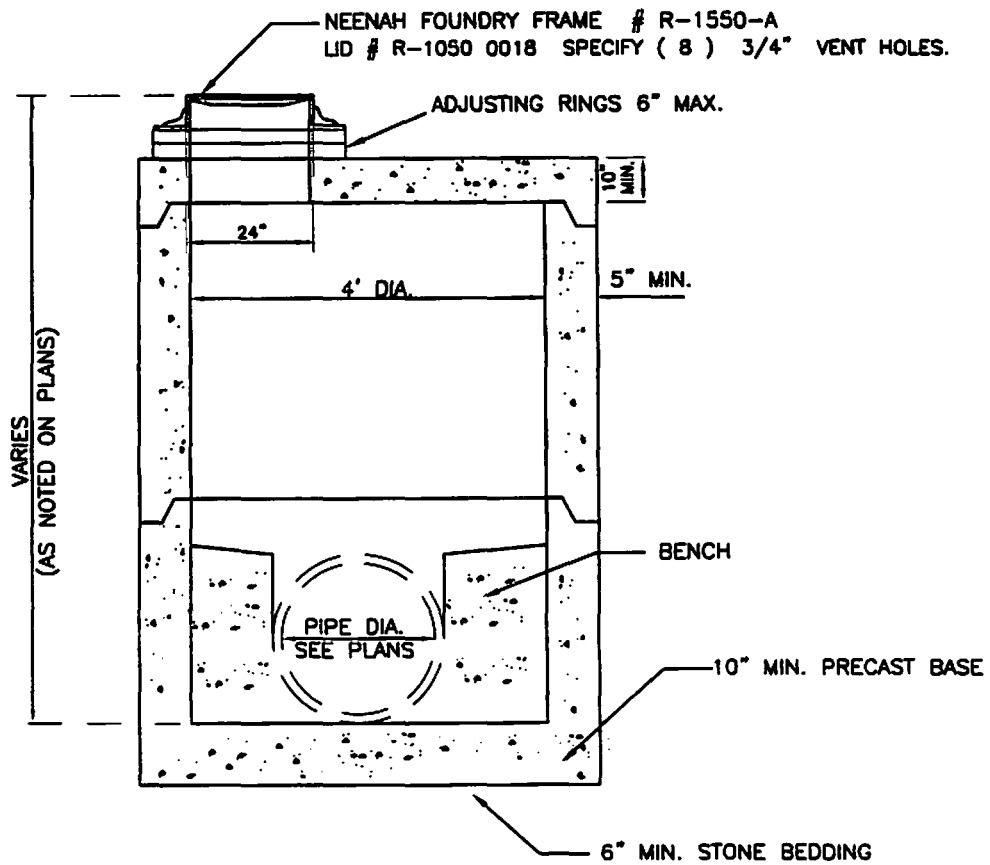
SECTION STORM SEWER DETAILS



City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014

SECTION STORM SEWER DETAILS



4' DIAMETER PRECAST STORM MANHOLE

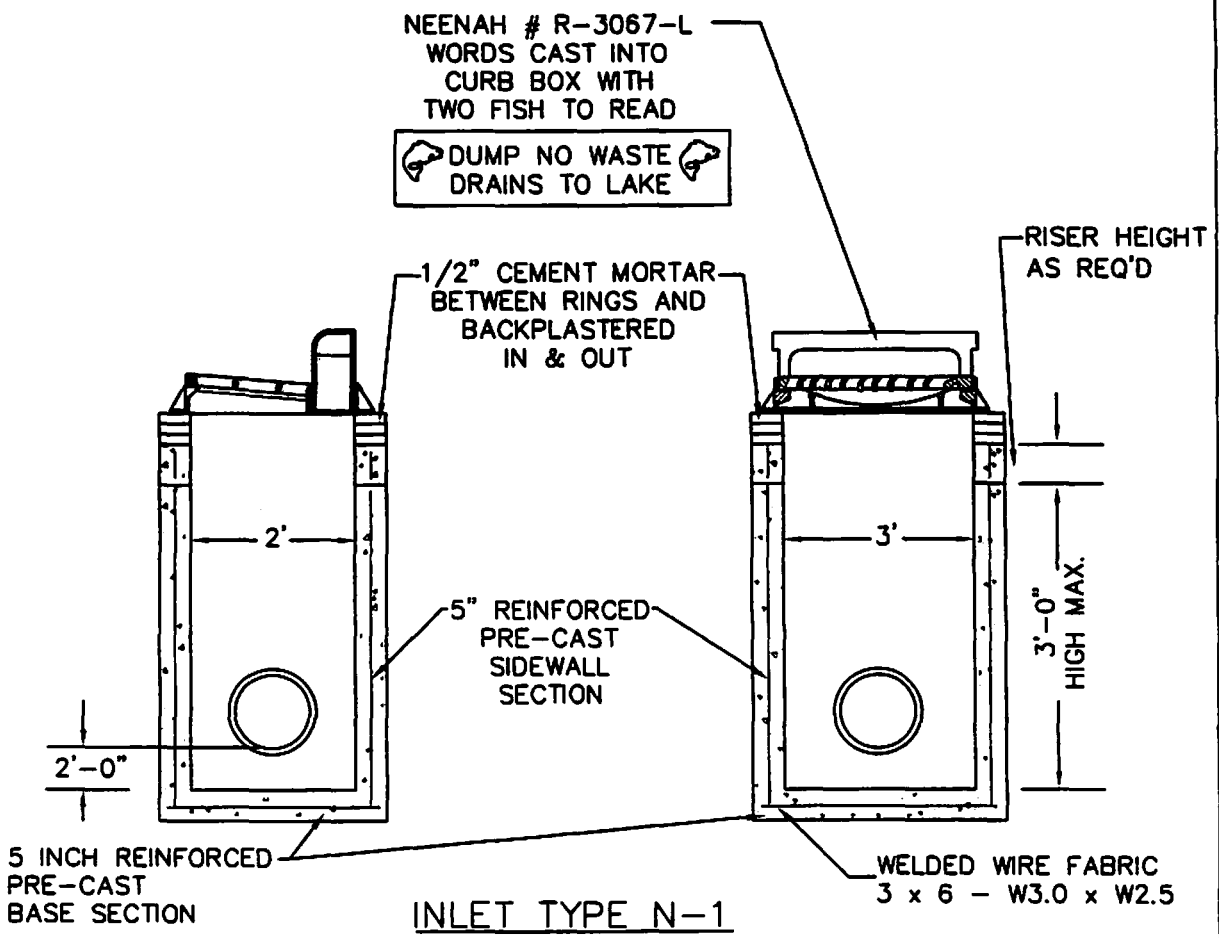
NTS



City of
Sheboygan
spirit on the lake

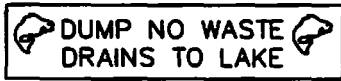
N.T.S.
REVISED JAN.22, 2014
Page 2

SECTION STORM SEWER DETAILS



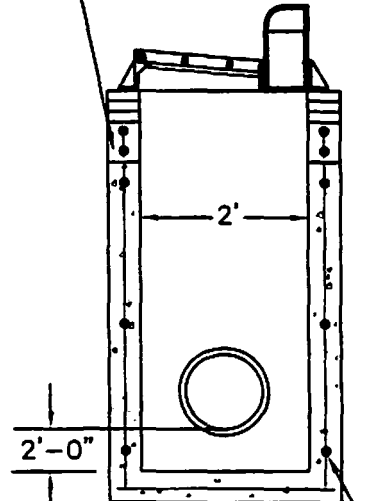
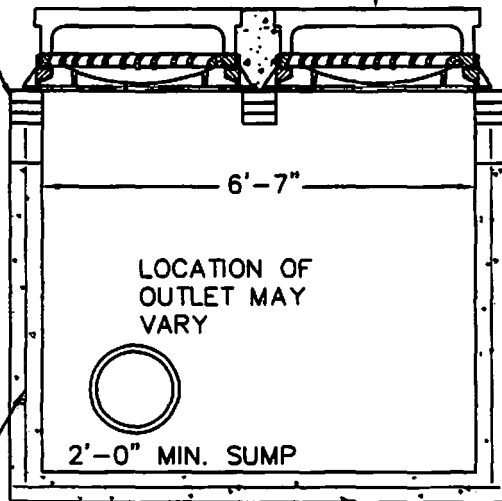
SECTION STORM SEWER DETAILS

NEENAH # R-3067-L
WORDS CAST INTO
CURB BOX WITH
TWO FISH TO READ



1/2" CEMENT MORTAR
BETWEEN RINGS AND
BACKPLASTERED
IN & OUT

RISER HEIGHT
AS REQ'D



WELDED WIRE FABRIC
3 x 6 - W3.0 x W2.5

6" REINFORCED
PRE-CAST SECTION

#4 REBAR
AS SHOWN

INLET TYPE N-2



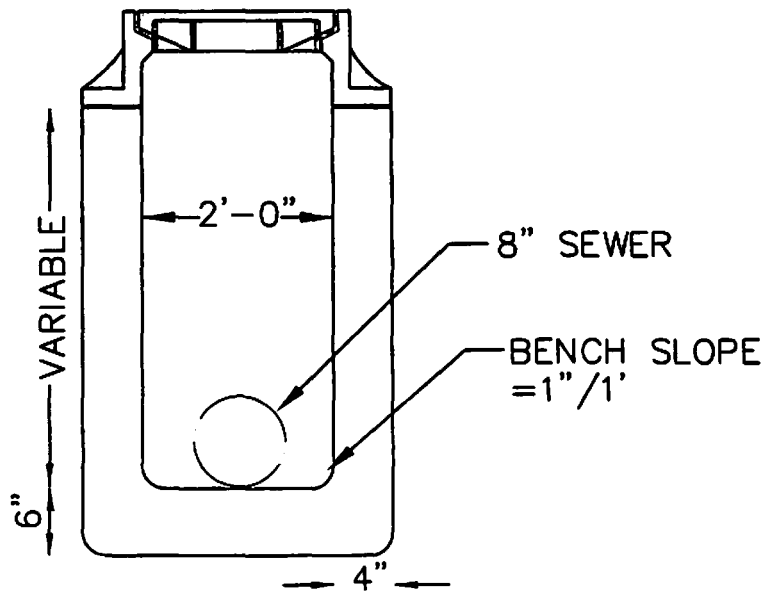
City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014
Page 4

SECTION STORM SEWER DETAILS

CLEANOUT / YARD DRAIN MH.

NEENAH FRAME R-1550 LID R-2050 TYPE C / YARD DRAIN
NEENAH FRAME R-1550 VENTED LID 1040-0022 with (6)
3/4" VENT HOLES (CLEAN-OUT MH.)



STANDARD MINI-STORM MH. DETAIL

N.T.S.

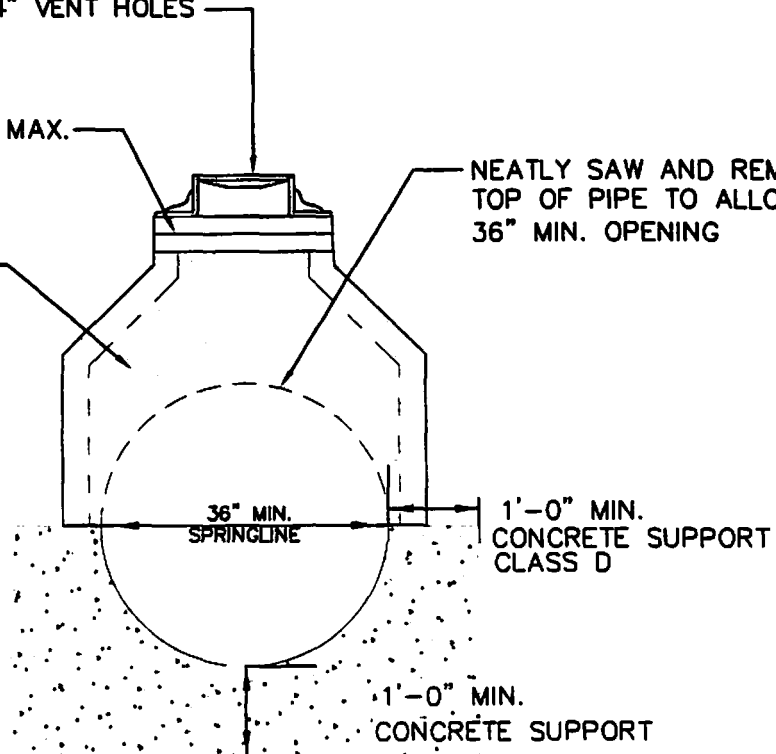
SECTION STORM SEWER DETAILS

NEENAH FRAME R-1550 VENTED LID 1040-0022 with (8)
3/4" VENT HOLES

ADJUSTING RINGS 12" MAX.

STANDARD 48" DIA.
PRE-CAST CONE

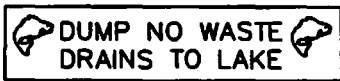
NEATLY SAW AND REMOVE
TOP OF PIPE TO ALLOW A
36" MIN. OPENING



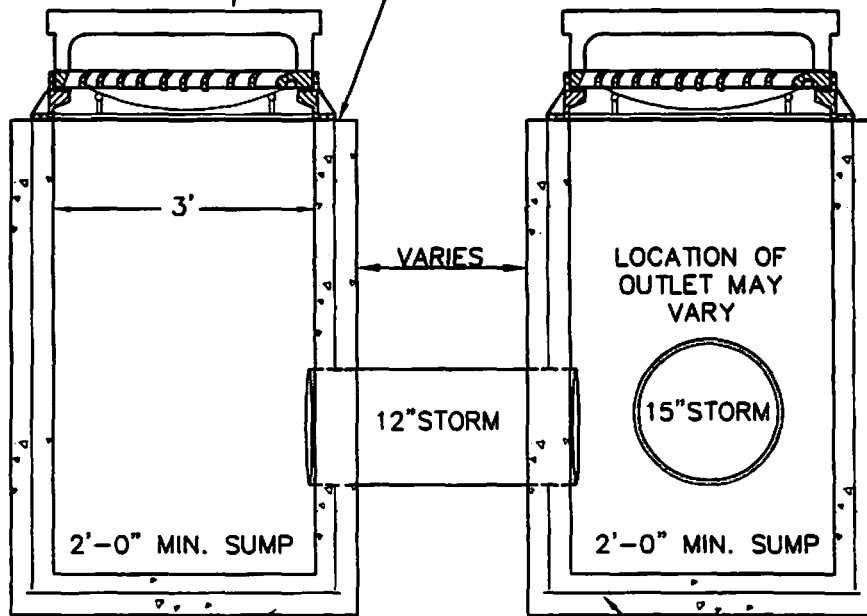
CONCRETE SUPPORT FOR NEW MH. ON LARGER SEWERS

SECTION STORM SEWER DETAILS

NEENAH # R-3067-L
WORDS CAST INTO
CURB BOX WITH
TWO FISH TO READ



ADJUSTING RISERS MAY BE REQ'D.
1/2" CEMENT MORTAR BETW. RINGS
AND BACKPLASTERED IN & OUT



5" REINFORCED PRE-CAST
SECTION

WELDED WIRE FABRIC
3 x 6 - W3.0 x W2.5

STANDARD INLET TYPE N-1 (2)
INSTALLATION



City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014
Page 7

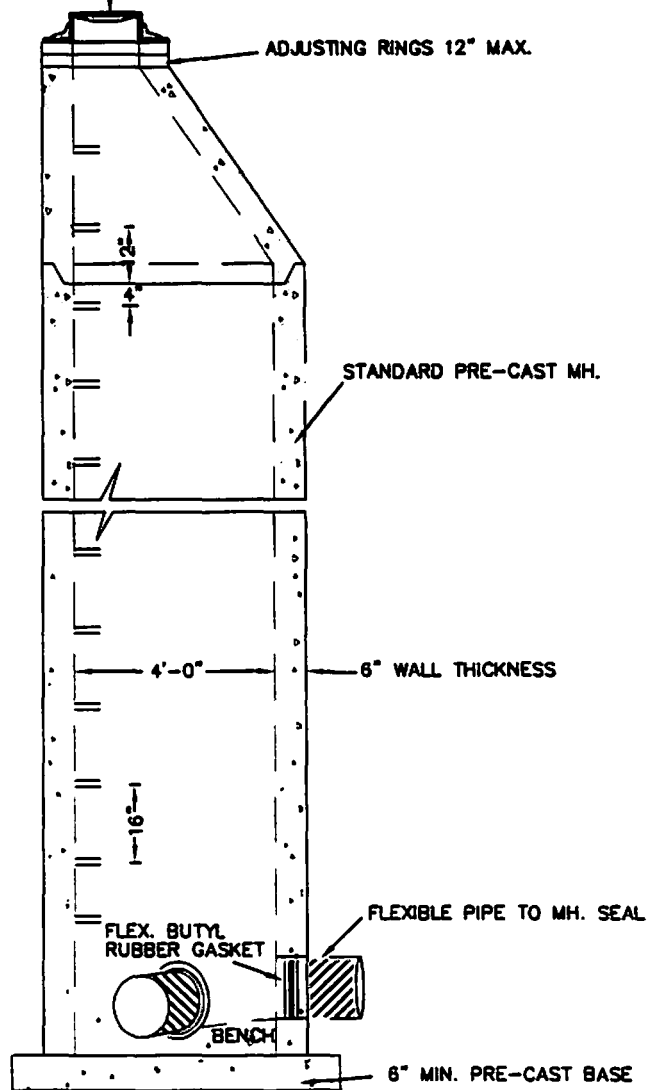
SECTION SANITARY SEWER DETAILS



City of
Sheboygan
spirit on the lake

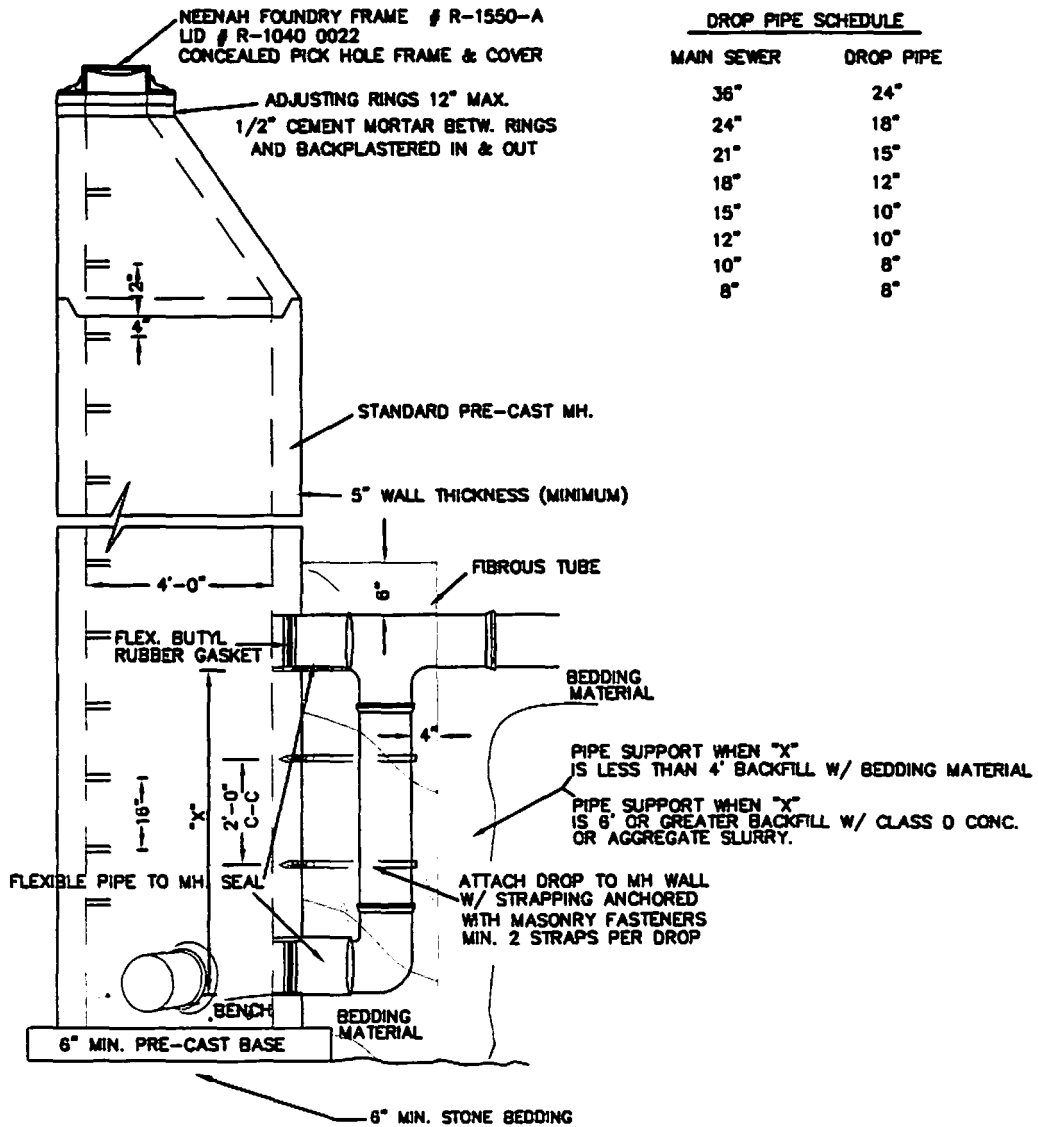
SECTION SANITARY SEWER DETAILS

NEENAH FOUNDRY FRAME # R-1550-A
LID # R-1040 0022
CONCEALED PICK HOLE
FRAME & COVER



STANDARD SANITARY SEWER MANHOLE
WITH ECCENTRIC CONE

SECTION SANITARY SEWER DETAILS



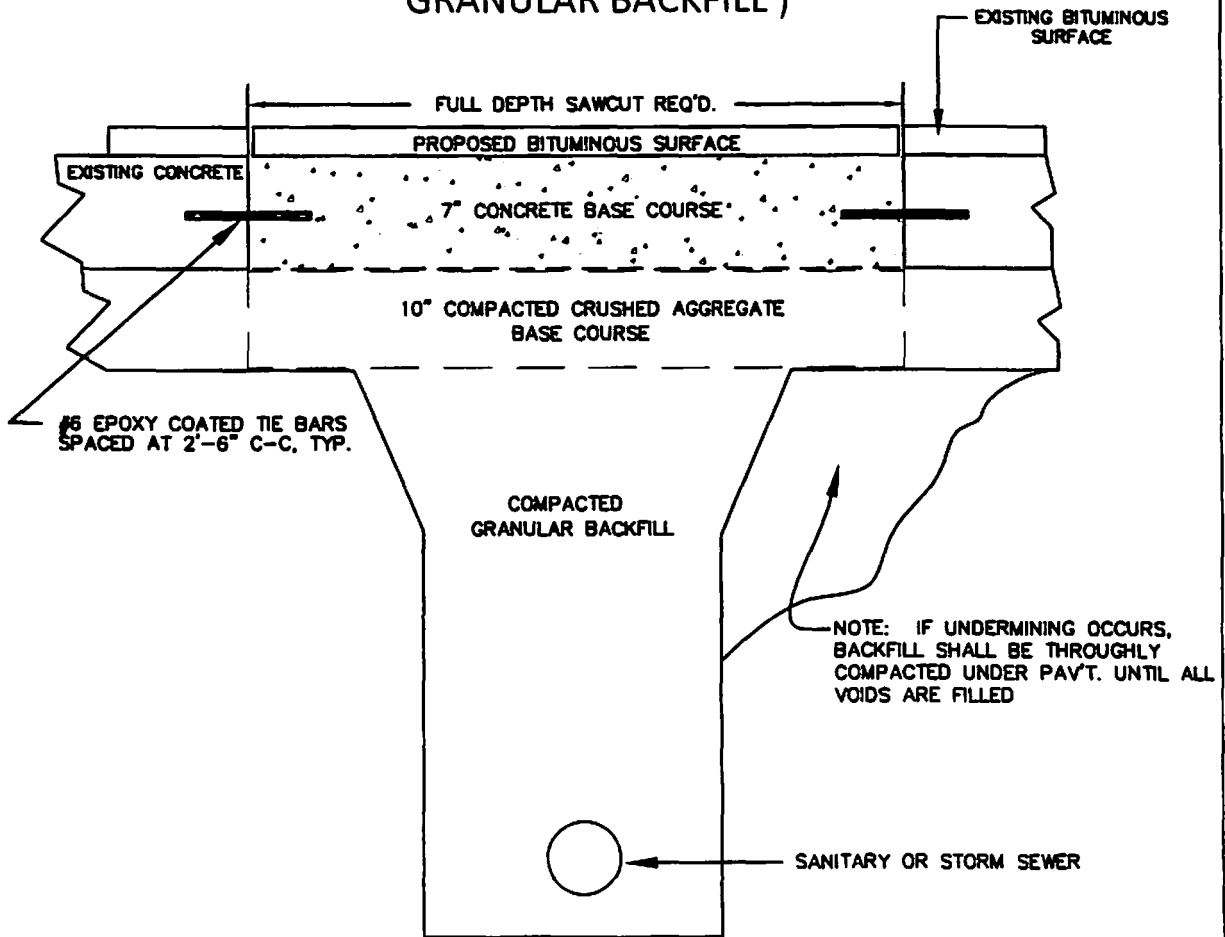
STANDARD SANITARY SEWER-NEW OUTSIDE DROP MANHOLE
WITH ECCENTRIC CONE

SECTION PAVING DETAILS



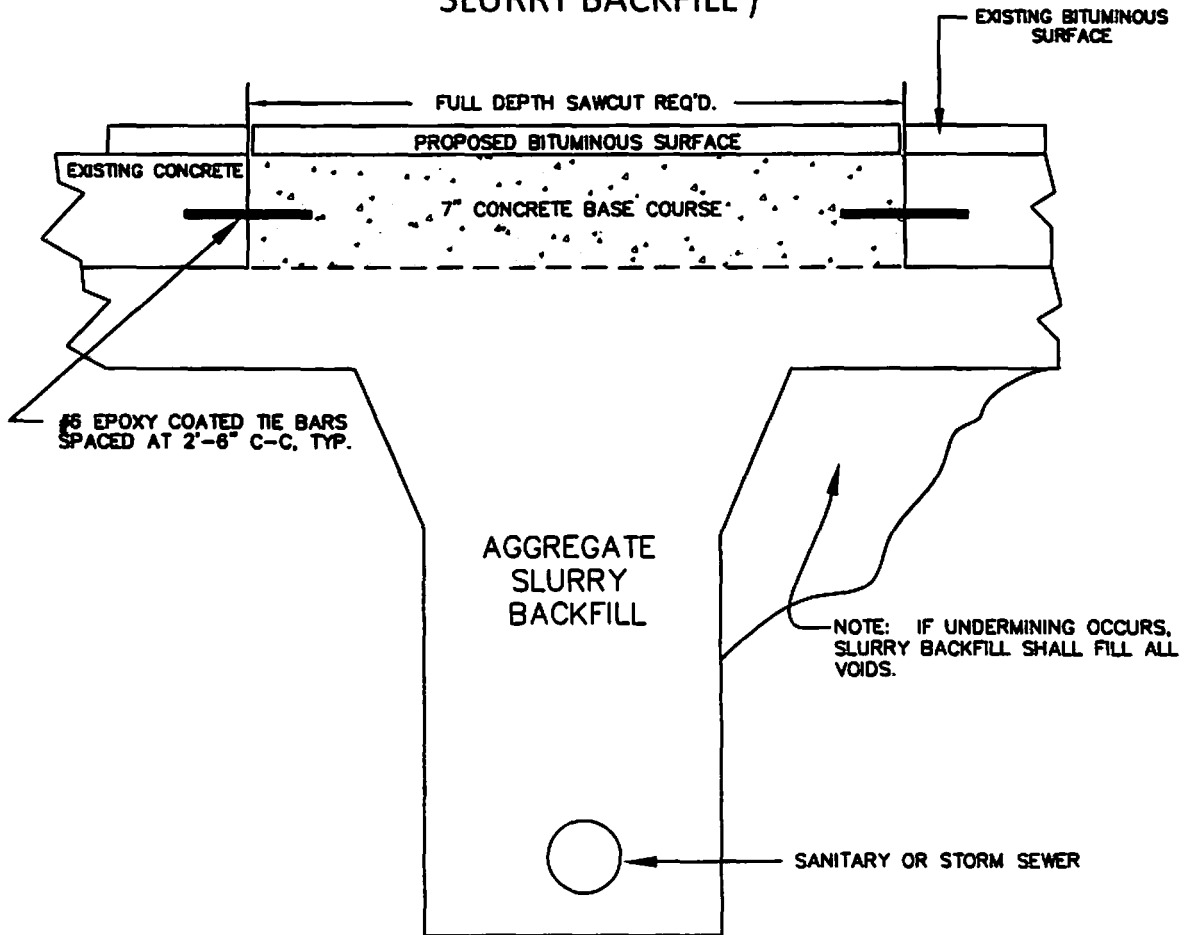
City of
Sheboygan
spirit on the lake

SECTION PAVEMENT DETAILS (WITH COMPACTED GRANULAR BACKFILL)



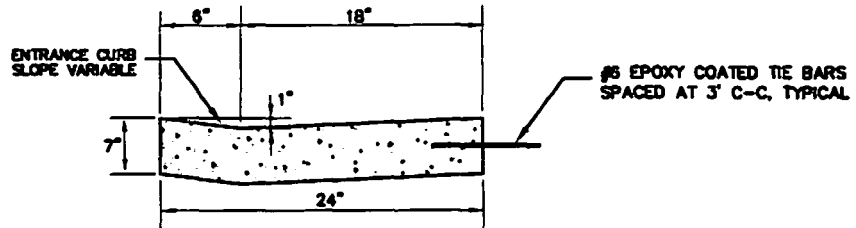
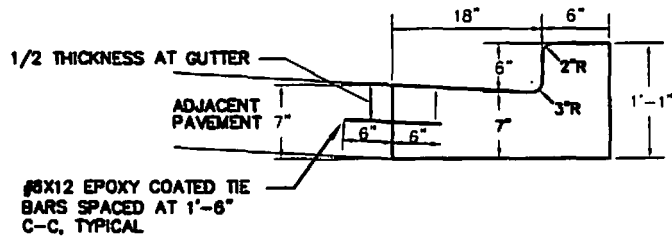
TYPICAL CUT PAVEMENT SECTION
UTILITY PATCH DETAIL

SECTION PAVEMENT DETAILS (WITH AGGREGATE SLURRY BACKFILL)

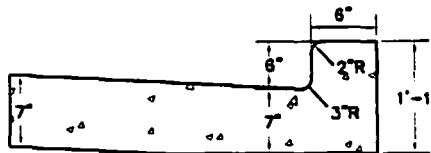


TYPICAL CUT PAVEMENT SECTION
UTILITY PATCH DETAIL

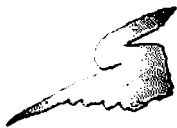
SECTION PAVEMENT DETAILS



CONCRETE CURB AND GUTTER 24-INCH
FOR REPLACEMENT ADJ. TO EXIST. 6" OR 8" CURB HEAD
& CONCRETE DRIVEWAY ADJ. TO 6" OR 8" CURB HEAD



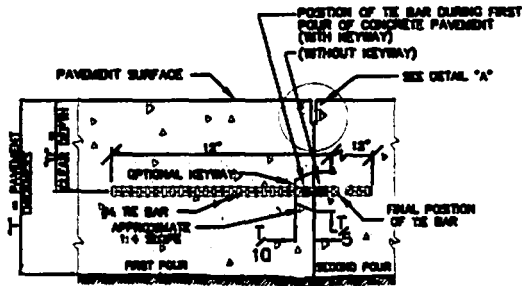
CONCRETE CURB AND GUTTER INTEGRAL, TYPE A
6" OR 8" CURB HEAD



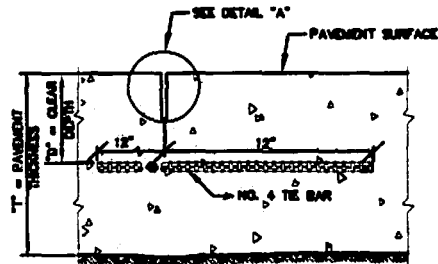
City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014
Page 3

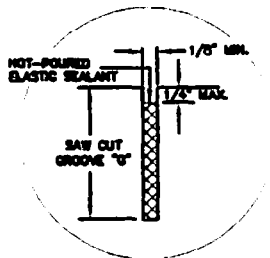
SECTION PAVEMENT DETAILS



CONSTRUCTION JOINT



SAWED JOINT



DETAIL "A"

PAVEMENT THICKNESS "T"	CLEAR DEPTH "D"	SAW CUT GROOVE "G"	MAXIMUM TIE BAR SPACING "S"	
			PAVEMENT WIDTH	
			24' OR 28'	30'
6, 6 1/2"	3 ± 1/2"	2"	48"	42"
7, 7 1/2"	3 1/4" ± 1"	2 1/4"	48"	36"
8, 8 1/2"	3 3/4" ± 1"	2 1/2"	36"	30"
9, 9 1/2"	4 1/4" ± 1"	3"	33"	27"
10, 10 1/2"	4 3/4" ± 1"	3 1/4"	30"	24"
11, 11 1/2"	5 1/4" ± 1"	3 3/4"	27"	21"
12"	5 3/4" ± 1"	4"	24"	21"

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

CONTRACTION JOINTS

THE LOCATION AND ORIENTATION OF CONTRACTION JOINTS THROUGH INTERSECTIONS SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

CONTRACTION JOINTS SHALL BE SEALED AS SHOWN IN DETAIL "A"

DOWEL BARS SHALL BE PARALLEL TO THE PAVEMENT CENTERLINE AND SURFACE

CONSTRUCTION JOINTS

CONSTRUCTION JOINTS SHALL BE LOCATED A MINIMUM OF 4 FEET FROM THE NEAREST CONTRACTION JOINT AND ALIGNED EITHER PARALLEL TO THE CONTRACTION JOINTS OR AT 90° TO THE CENTERLINE.

CONSTRUCTION JOINTS SHALL BE SEALED AS SHOWN IN DETAIL "A"

TIE BARS MAY BE INSERTED THROUGH THE HEADER BOARD AFTER THE CONCRETE HAS BEEN PLACED.

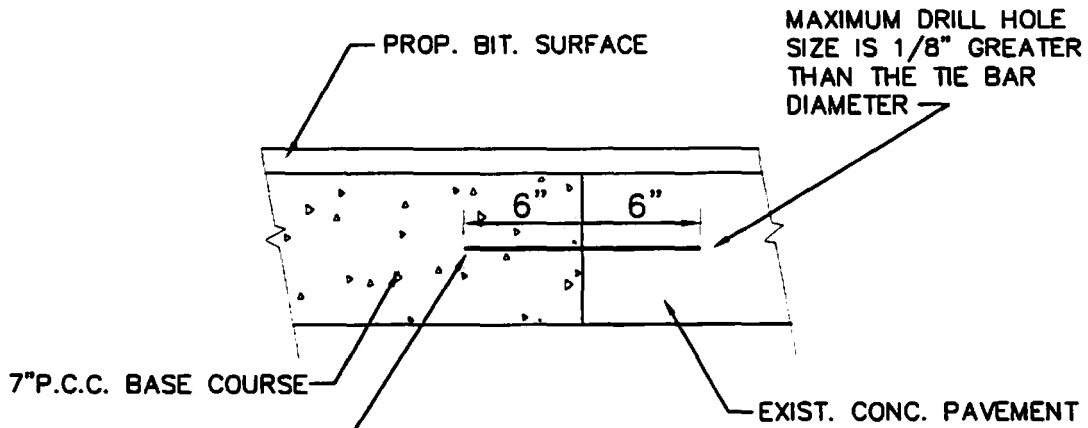
TIE BARS SHALL BE EPOXY COATED IN CONFORMANCE WITH SUBSECTION 505.2.4 OF THE STANDARD SPECIFICATIONS.

REFER TO TYPICAL CROSS SECTIONS FOR PAVED WIDTH AND LOCATION OF LONGITUDINAL JOINTS.

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

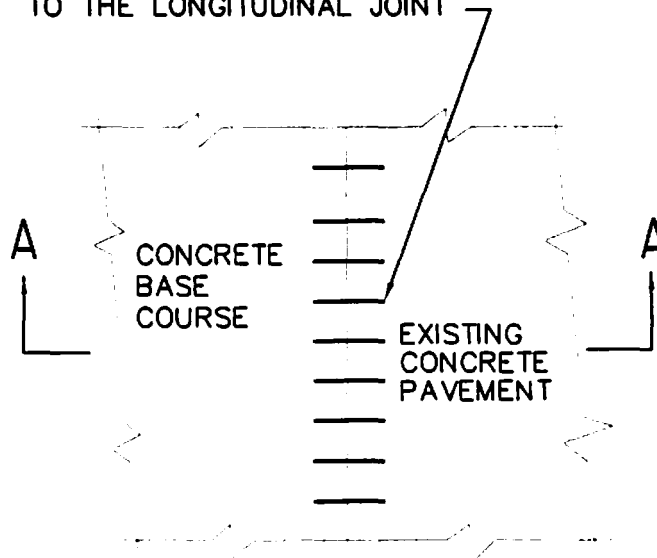


SECTION PAVEMENT DETAILS

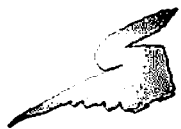


SECTION A-A PAVEMENT TIES

NO. 6 X 12" EPOXY COATED TIE BARS
SPACED 2'-6" C-C, INSTALLED PERPENDICULAR
TO THE LONGITUDINAL JOINT



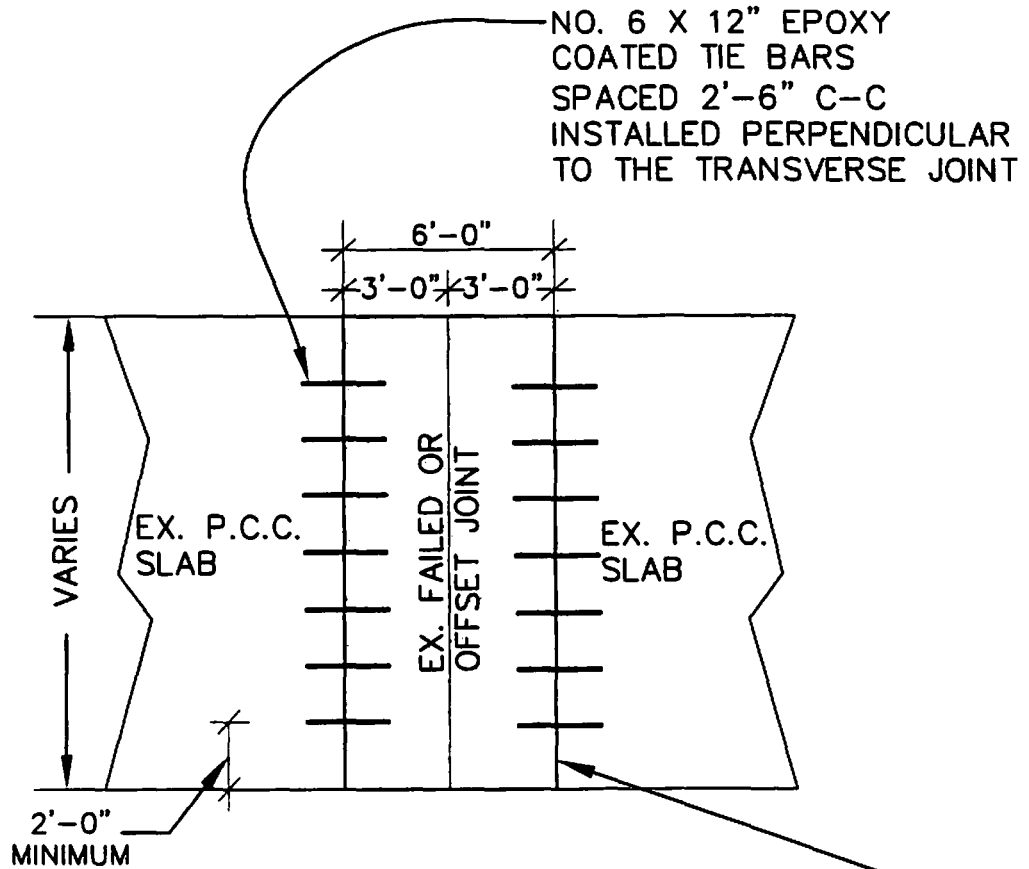
PLAN VIEW



City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014
Page 5

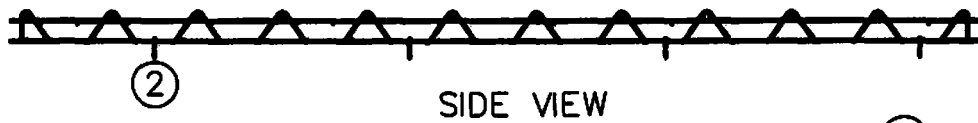
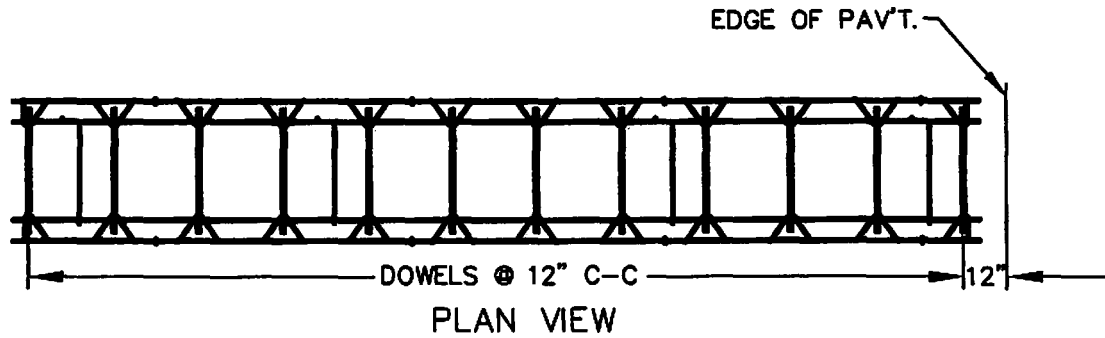
SECTION PAVEMENT DETAILS



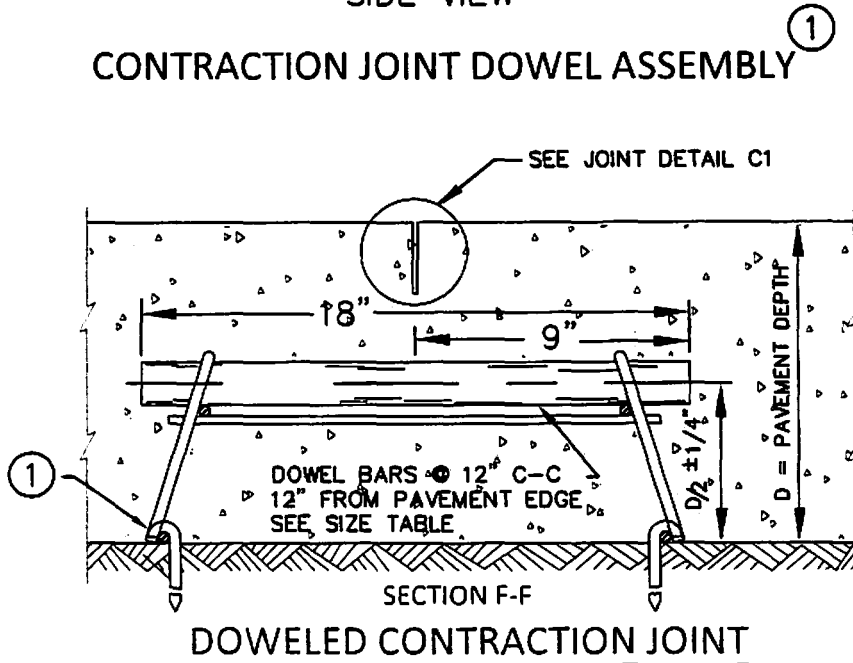
FULL DEPTH SAW 3.0' OFF FAILED JOINT BOTH DIRECTIONS AND REPLACE WITH 7" P.C.C. OR MATCH EXISTING PAVEMENT DEPTH IF THE PAVEMENT DEPTH IS GREATER THAN 7".

TYPICAL FOR TRANSVERSE JOINT REPAIR

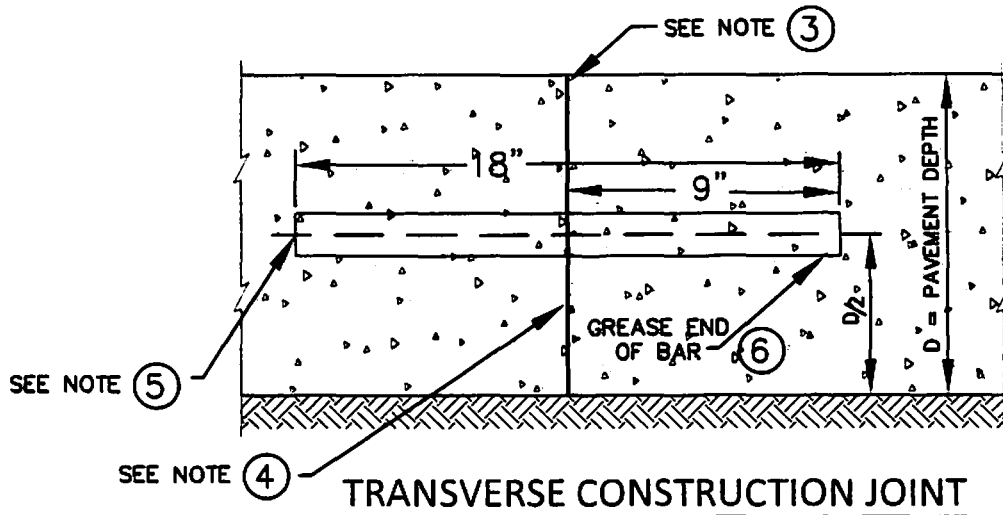
SECTION PAVEMENT DETAILS (URBAN DOWELED CONCRETE PAVEMENT)



CONTRACTION JOINT DOWEL ASSEMBLY



SECTION PAVEMENT DETAILS (URBAN DOWELED CONCRETE PAVEMENT)



GENERAL NOTES

CONTRACTION JOINTS

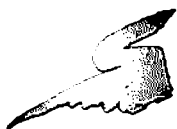
CONSTRUCT TRANSVERSE CONTRACTION JOINTS NORMAL TO THE CENTERLINE. INSTALL DOWEL BARS PARALLEL TO THE PAVEMENT CENTERLINE AND PAVEMENT SURFACE.

FOR PAVEMENT SLABS OF VARYING WIDTHS, LOCATE THE OUTERMOST DOWEL BAR SO THAT THE CENTER OF THE BAR IS A MINIMUM OF 6 INCHES AND A MAXIMUM OF 18 INCHES FROM THE LONGITUDINAL JOINT AND THE FREE EDGE OF PAVEMENT.

CONSTRUCTION JOINTS

LOCATE CONSTRUCTION JOINTS A MINIMUM OF 6 FEET FROM THE NEAREST CONTRACTION JOINT AND ALIGN PARALLEL TO CONTRACTION JOINTS.

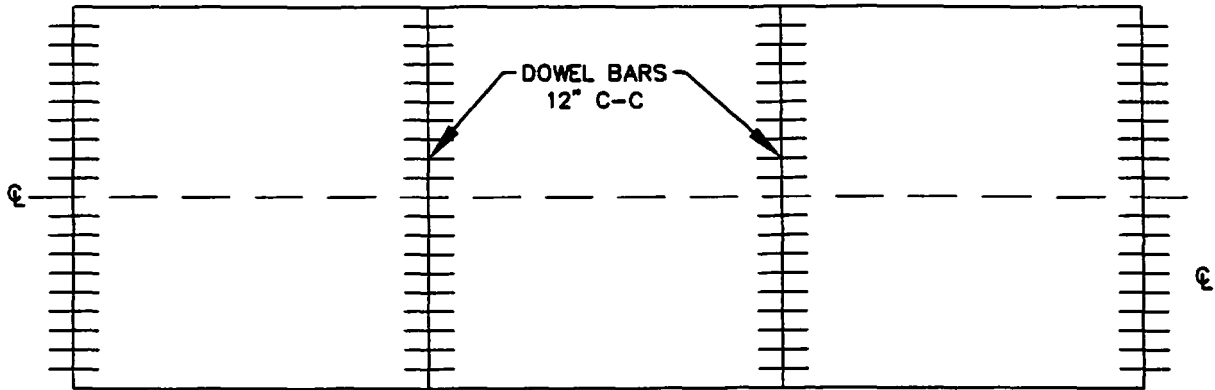
- ① OBTAIN THE ENGINEER'S APPROVAL FOR THE USE OF ALTERNATIVE DESIGNS OF THE DOWEL ASSEMBLY. USE MECHANICAL DOWEL BAR INSERTERS OR DOWEL ASSEMBLIES WHEN CONSTRUCTING CONTRACTION JOINTS.
- ② SECURE BASKETS WITH ANCHORS TO HOLD DOWEL BARS IN THE CORRECT POSITION AND ALIGNMENT. TYPE, LOCATION, NUMBER AND LENGTH OF ANCHORS ARE DEPENDENT UPON FIELD CONDITIONS.
- ③ FORM OR SAW CONSTRUCTION JOINTS. PROVIDE A 1/4-INCH RADIUS AT FORMED JOINTS.
- ④ PROVIDE A SMOOTH VERTICAL FACE FOR THE ENTIRE DEPTH OF THE PAVEMENT WHEN FORMING CONSTRUCTION JOINTS.
- ⑤ INSTALL DOWEL BARS AT CONSTRUCTION JOINTS BY FORMING OR DRILLING. INSTALL FORMED DOWEL BARS 12 INCHES C-C AND 12 INCHES FROM PAVEMENT EDGE. REMOVE EXCESS CONCRETE FROM THE FREE END OF THE DOWEL BAR IF DOWEL BARS ARE FORMED THROUGH A HEADER BOARD. INSTALL DRILLED DOWEL BARS ACCORDING TO DRILLED DOWEL BAR CONSTRUCTION JOINT DETAIL.
- ⑥ APPLY A THIN UNIFORM COATING OF SURFACE TREATMENT TO THE FREE END OF DOWEL BARS TO PREVENT BONDING.
- ⑦ ANCHOR DOWEL BARS INTO DRILLED HOLES WITH AN EPOXY. MAXIMUM DRILLED HOLE SIZE IS 1/8-INCH GREATER THAN DOWEL BAR DIAMETER, 9 INCHES IN LENGTH.



City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014
Page 8

SECTION PAVEMENT DETAILS (URBAN DOWELED CONCRETE PAVEMENT)

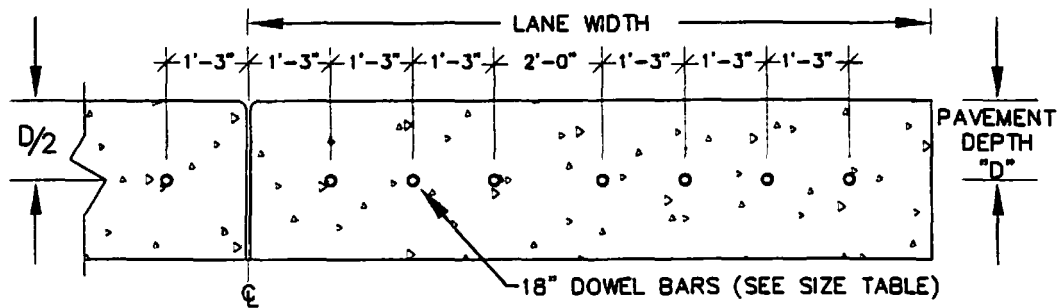


CONSTRUCTION JOINT LOCATIONS

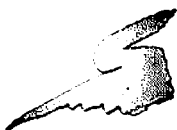
PAVEMENT DEPTH (D)	DOWEL BAR DIAMETER	CONTRACTION JOINT SPACING
5 1/2", 6", 6 1/2"	NONE	12'
7", 7 1/2"	1"	14'
8", 8 1/2"	1-1/4"	15'
9", 9 1/2"	1-1/4"	15'
10 & ABOVE	1-1/2"	15'

PAVEMENT DEPTH, DOWEL BAR SIZE AND JOINT SPACING TABLE

(FOR 11' LANE WIDTH REDUCE CENTER SPACE TO 1'-0")

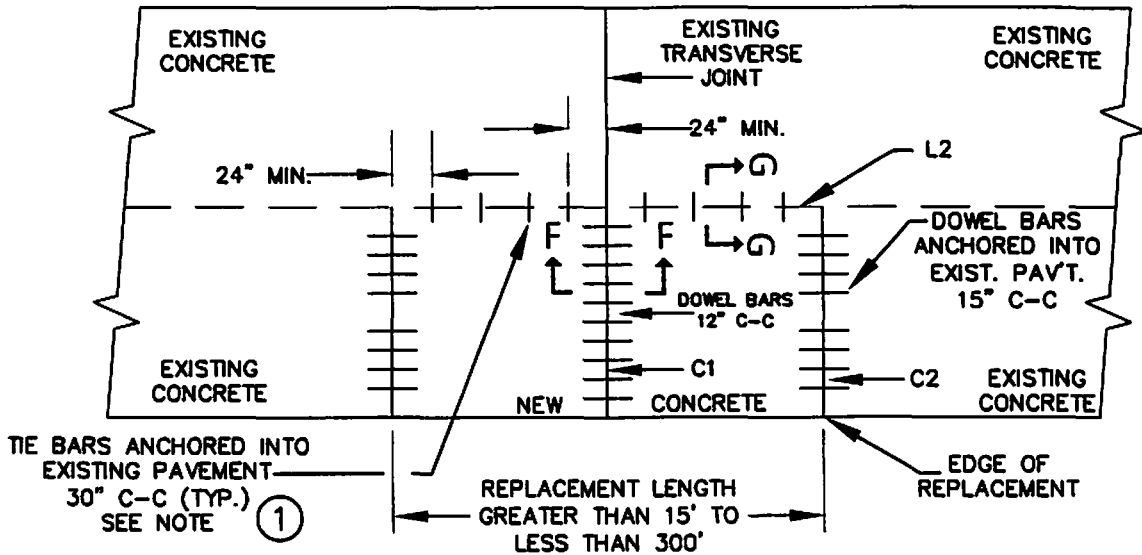


SECTION E-E DRILLED DOWEL BAR CONSTRUCTION JOINT (7)

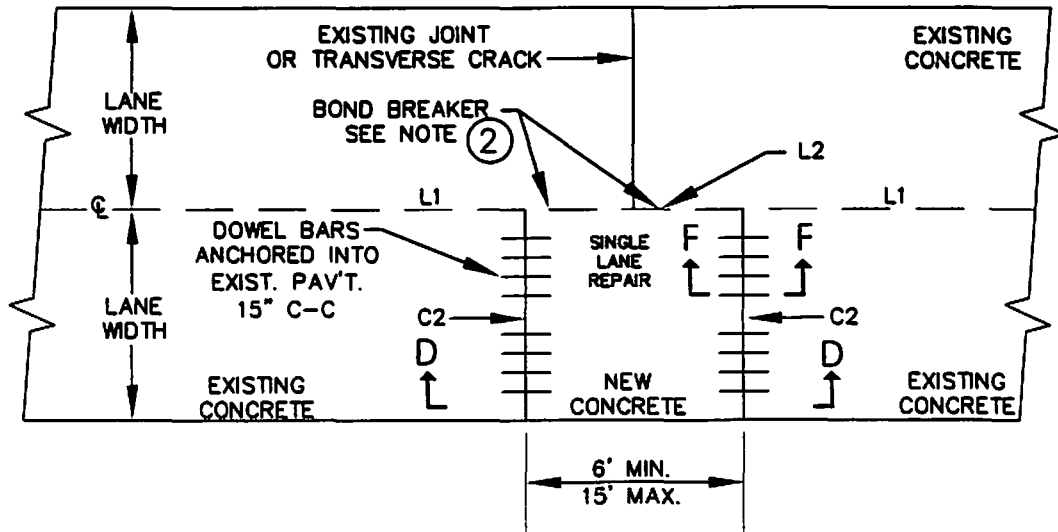


City of
Sheboygan
spirit on the lake

SECTION PAVEMENT DETAILS (DOWELED CONCRETE PAVEMENT REPAIR & REPLACEMENT)



SINGLE LANE CONCRETE PAVEMENT REPLACEMENT PLAN VIEW



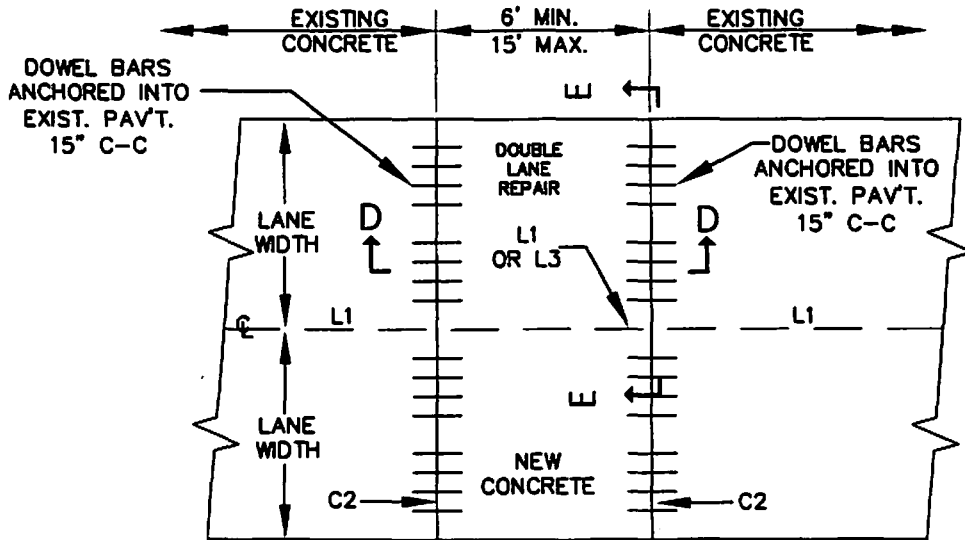
SINGLE LANE CONCRETE PAVEMENT REPAIR PLAN VIEW

① WITH THE ENGINEER'S APPROVAL, FOR SINGLE LANE PAVEMENT REPLACEMENTS LESS THAN 30 FEET IN LENGTH, THE CONTRACTOR MAY INSTALL DRILLED TIE BARS ON 6:1 SKEW HORIZONTALLY. DIRECTION OF SKEW ALTERNATING WITH EACH SUCCESSIVE BAR. DRIVE SKEWED TIE BARS TO A DEPTH OF 6 INCHES AND TO SUCH A DIAMETER AS TO PROVIDE A TIGHT DRIVEN FIT.

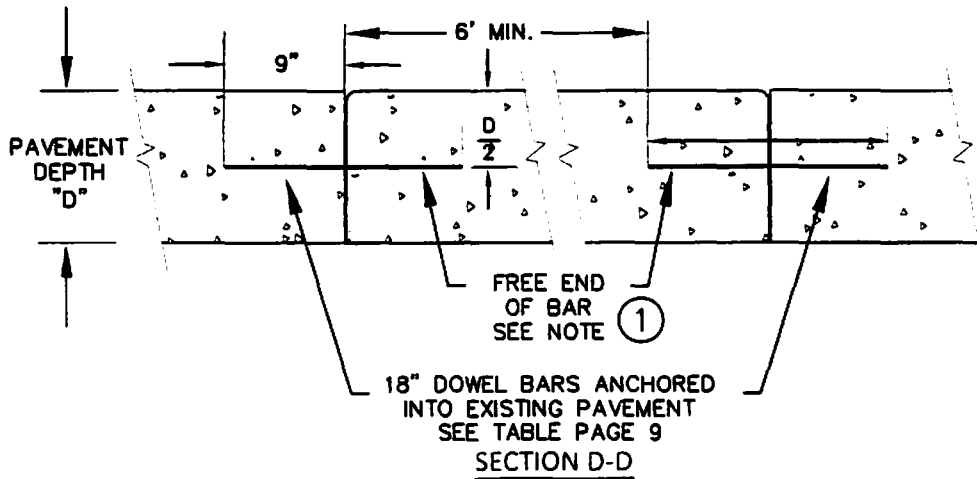
② USE AN ENGINEER-APPROVED BOND BREAKER (E.G. RELEASE AGENT, CURING COMPOUND) FOR SINGLE LANE REPAIRS UP TO 15 FEET IN LENGTH.



SECTION PAVEMENT DETAILS (DOWELED CONCRETE PAVEMENT REPAIR & REPLACEMENT)



MULTI- LANE CONCRETE PAVEMENT REPAIR

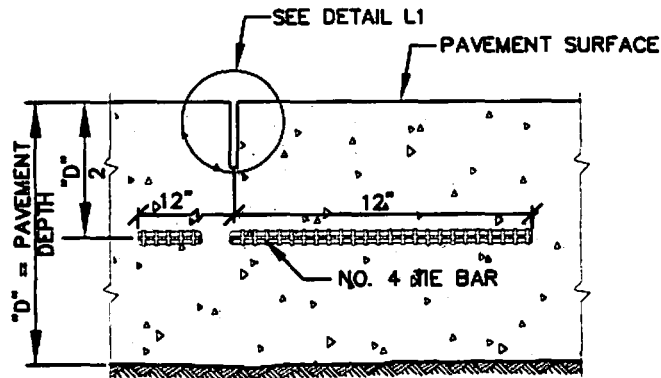


INSTALL DOWEL BARS PARALLEL TO THE PAVEMENT CENTERLINE AND PAVEMENT SURFACE. CONCRETE PAVEMENT REPAIRS OF EXISTING NON-DOWELED CONCRETE PAVEMENTS NEED NOT BE DOWELED. ANCHOR DOWEL BARS AND TIE BARS INTO DRILLED HOLES WITH AN EPOXY.

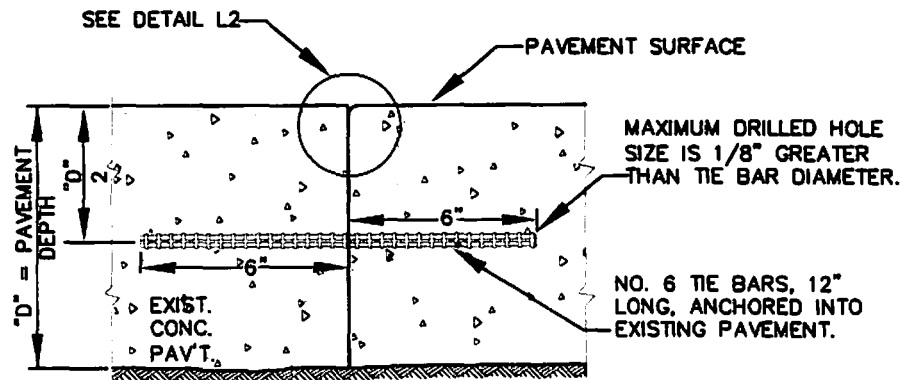
FOR MULTI-LANE CONCRETE PAVEMENT REPLACEMENTS, PROVIDE A MINIMUM DISTANCE OF 15 INCHES FROM ALL TRANSVERSE JOINTS OR EDGES OF REPLACEMENT TO THE CENTER OF THE TIE BAR NEAREST THAT JOINT OR EDGE.

- ① APPLY A THIN UNIFORM COATING OF SURFACE TREATMENT TO THE FREE END OF DOWEL BARS TO PREVENT BONDING.

SECTION PAVEMENT DETAILS (CONCRETE PAVEMENT REPAIR & REPLACEMENT)

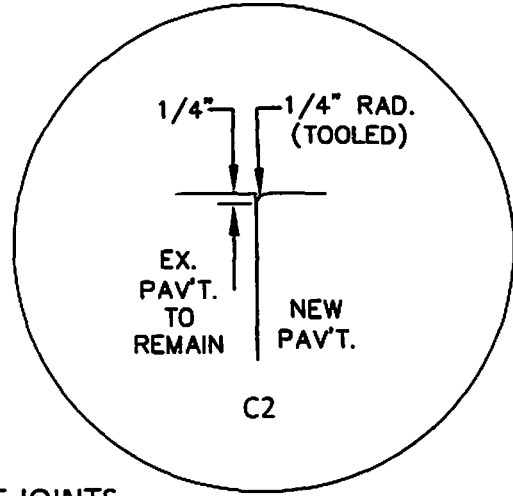
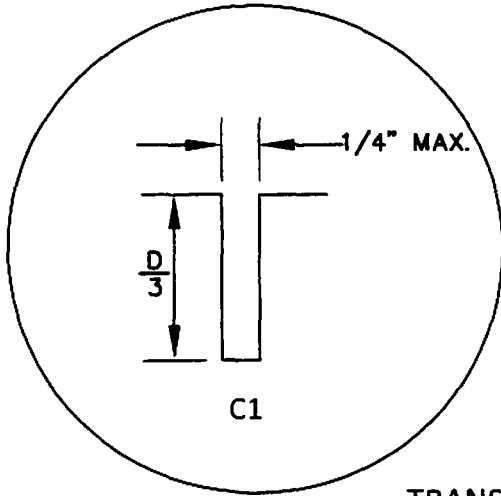


**SECTION C-C
SAWED LONGITUDINAL JOINT**

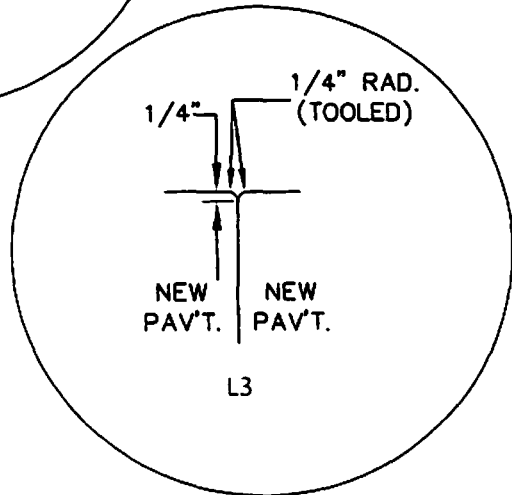
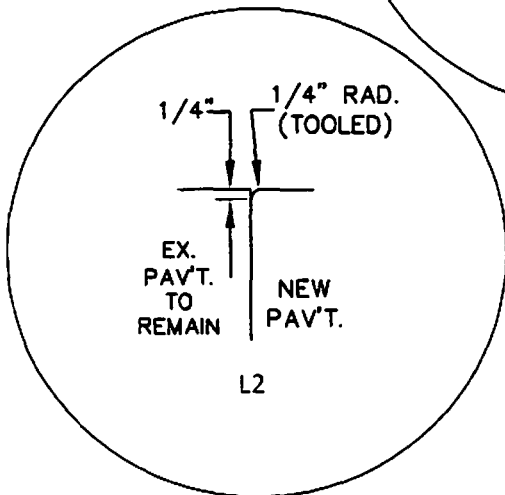
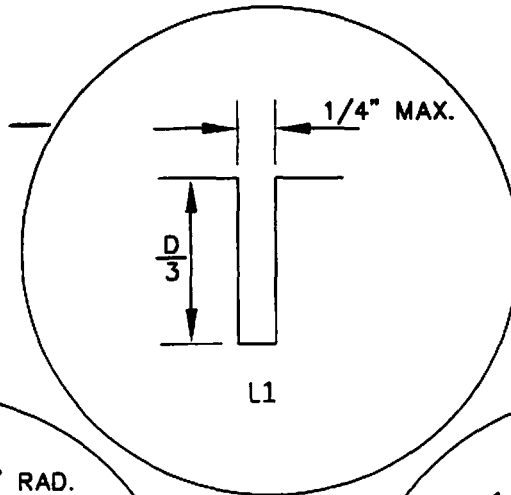


**SECTION G-G
TIE BARS ANCHORED
INTO EXISTING PAVEMENT**

SECTION PAVEMENT DETAILS (CONCRETE PAVEMENT REPAIR & REPLACEMENT)



TRANSVERSE JOINTS



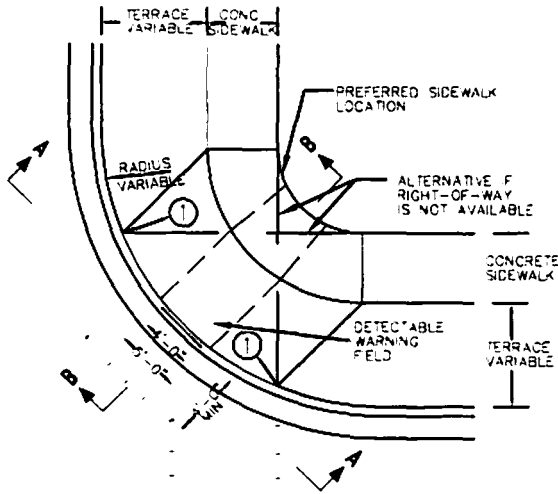
LONGITUDINAL JOINTS

SECTION MISCELLANEOUS DETAILS

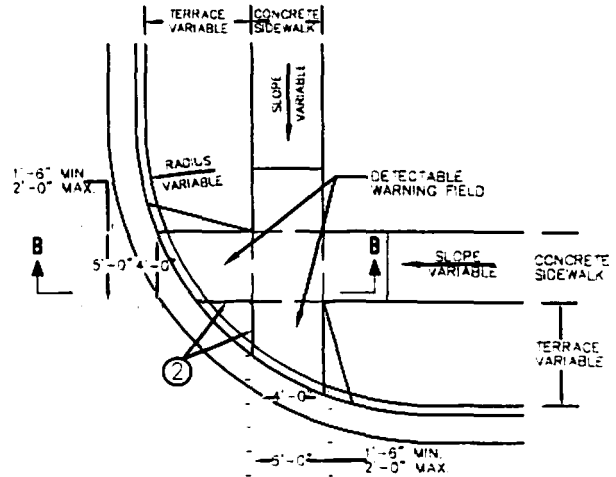


City of
Sheboygan
spirit on the lake

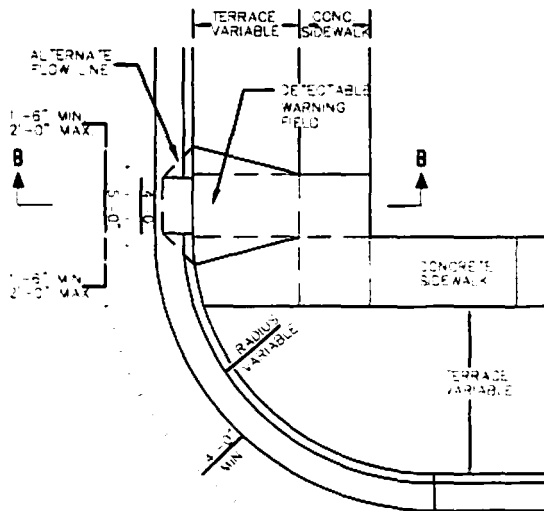
SECTION MISCELLANEOUS DETAILS



**PLAN VIEW
TYPE 1 RAMP
(CENTER OF CORNER RADIUS)**

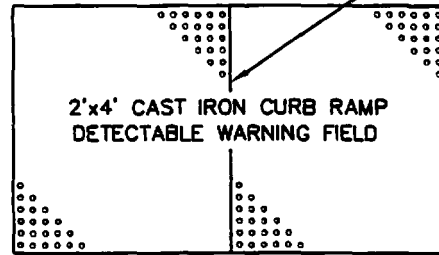


**PLAN VIEW
TYPE 2 RAMP
(ON LINE WITH SIDEWALK)**



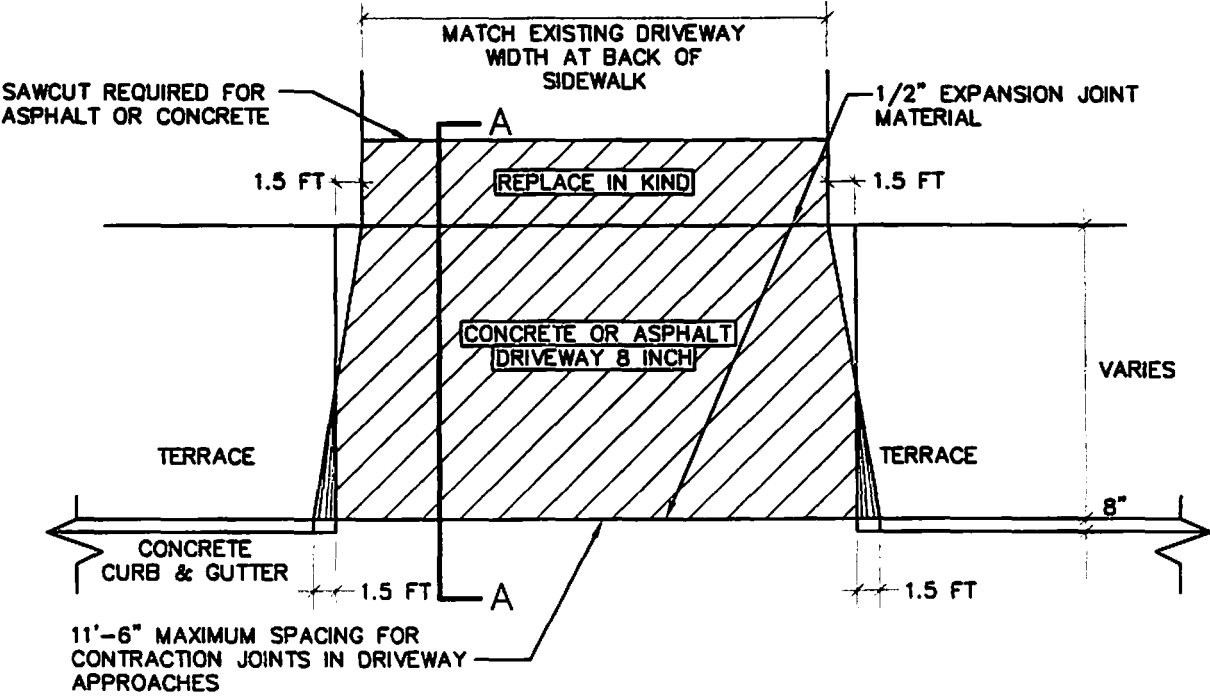
**PLAN VIEW
TYPE 3 RAMP
(OUTSIDE OF CROSSWALK AREA)**

NEENAH # R-4984-248
TWO PLATES SHALL BE
COMBINED TO FORM A
24" X 48" UNIT



CURB RAMP DETECTABLE WARNING FIELD

SECTION MISCELLANEOUS DETAILS



PRIVATE OR COMMERCIAL DRIVEWAYS



III

4.4

Res. No. 26 14 - 15. By Alderperson Heidemann. June 16, 2014.

A RESOLUTION authorizing the Department of Public Works to exceed an existing contract amount by more than 15% the original contract amount for the 2014 Worker's Water Street Park Bank Stabilization Project (Bid. # 2368-14) was \$40,379.50. The final cost for this project was \$60,027.63. The additional contract cost was due to the extra riprap which was needed to stabilize the existing 80-year old wood pile retaining wall which was much more deteriorated than originally designed for.

RESOLVED: That the Department of Public Works is hereby authorized and directed to exceed the original contract amount by more than 15% for the 2014 Worker's Water Street Park Bank Stabilization Project (Bid. # 2368-14).

P.W.

James A. Bohre

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

4.4

III

50

III

4.5

Res. No. 27 - 14 - 15. By Alderperson Heidemann. June 16, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement Revision No. 2, I.D. 4640-01-5354 for design and construction for the Sidewalk Gap Improvement project scheduled for construction in 2014.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the revised State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the Sidewalk Gap Improvements.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

P.W.

James A. Bohre

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Revision #2
STATE / MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT
NON-MOTORIZED TRANSPORTATION PILOT PROGRAM
(NTPP)

DATE: May 30, 2014
I.D.: 4996-01-53/54
HIGHWAY: Local Street **LENGTH:** N/A
TITLE: Sidewalk Gap Improvement
LIMITS: City of Sheboygan
COUNTY: Sheboygan

The signatory City of Sheboygan hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility (describe and give reason for request): The City of Sheboygan has a connective grid system of sidewalks throughout the community. However, in some areas of the City the grid system's connectivity is disrupted due to significant gaps.

Proposed Improvement (nature of work): The proposed improvement is to construct sidewalks to fill the critical gaps that have been identified in the City's grid system.

Describe non-participating work included in the project contract: None

Describe other work necessary to finish the project completely, which will be undertaken independently by the Municipality: Purchase of any necessary R/W as needed for the improvement.

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Preliminary Engineering: 4996-01-53					
Plan Development	\$182,505	\$182,505	100%*	\$0	0%
Consultant Review	\$10,000	\$10,000	100%*	\$0	0%
State Review and Prorable	\$2,000	\$2,000	100%*	\$0	0%
Design SUBTOTAL:	\$194,505	\$194,505	100%*	\$0	0%
Construction (Participating) : 4996-01-54					
Normal Participating	\$850,000	\$850,000	100%*	\$0	0%
Construction Engineering	\$60,000	\$60,000	100%*	\$0	0%
Consultant Review	\$20,000	\$20,000	100%*	\$0	0%
State Review and Prorable	\$2,009	\$2,009	100%*	\$0	0%
Non-Participating	\$3600	\$0	0%	\$3600	100%
Const. SUBTOTAL:	\$935,609	\$932,009	100%*	\$0	0%
TOTAL COST DISTRIBUTION:	\$1,130,114	\$1,126,514	100%*	\$3600	0%

*Federal Non-motorized Transportation Pilot Program (NTPP) will fund 100% of the combined project cost up to a maximum amount of \$1,126,514 with the City of Sheboygan funding the balance of the project costs and any costs in excess of the federal cap amount.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such a request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

The project which is the subject of this State/Municipal Agreement is being financed through grant money awarded to Sheboygan County, Wisconsin, under the nonmotorized transportation pilot program established under Sec. 1807 of P.L. 109-59, the "Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU)". The undersigned, being authorized to do so, approve and consent on behalf of Sheboygan County, Wisconsin, to the use of the grant money under the terms of this State/Municipal agreement.

Signed for and in behalf of _____ City of Sheboygan _____
Municipality

Name Title Date

TERMS AND CONDITIONS:

- 1 The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
- 2 The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing.
- 3 Funding of each project phase (preliminary engineering, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
 - a) The grading, base, pavement, and curb and gutter.
 - b) Storm Sewer mains necessary for the surface water drainage.
 - c) Construction engineering incidental to inspection and supervision of actual construction work excluding any spot sanitary repairs.
 - d) Signing and pavement marking including detour routes.
 - e) Construction or replacement of sidewalks and surfacing of private driveways.
 - f) Preliminary engineering and State review services.
- 4 Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b) Real estate for the improvement.
 - c) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - d) Conditioning, if required, and maintenance of detour routes.
 - e) Repair damages to roads or streets caused by their use in hauling materials incidental to the improvement.
- 5 As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal / State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
- 6 If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State in behalf of the project.
- 7 The work will be administered by the State and may include items not eligible for Federal / State participation.

8 The Municipality will at its own cost and expense:

- a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and will make ample provision for such maintenance each year.
- b) Prohibit angle parking.
- c) Regulate and prohibit all parking at locations where and when the pavement area usually occupied by parking vehicles will be needed to carry active traffic in the street.
- d) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e) The local unit of government will be 100% responsible for all costs associated with utility issues involving the contractor.
- f) Use the WisDOT Utility Accommodation Policy unless it adopts a policy, which has equal or more restrictive controls.

9. Basis for Local Participation:

[REDACTED]

b. Relocation funded 100% by the Municipality. Relocation acquisition is 100% the responsibility of the municipality.

c. Utility items are funded 100% by the Municipality.

d. ID (996-0) - 54 - Construction:

Costs for construction of sidewalks are funded with 100% federal/casmark funding. This portion of the project is subject to the cumulative project federal funding cap.

Costs for this phase include an estimated amount for state review activities to be funded 100% with federal funding. This portion of the project is subject to the cumulative project federal funding cap.

e. Project Cap: In accordance with Non-motorized Transportation Pilot Program (NTPP) guidelines, this project has a federal funding cap of \$1,126,514. This federal funding cap applies to all federally funded project phases.

[End of Document]

III

4.6

Res. No. 28 - 14 - 15. By Alderperson Heidemann. June 16, 2015.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 4996-01-72/73 for design and construction of Superior Ave. from N. Taylor Dr. to N. 29th St.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of Superior Ave. from N. Taylor Dr. to N. 29th St. for the proposed sum of \$1,137,106 of which the Federal/State share is \$699,320 and of which the City of Sheboygan's share is \$437,786.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the appropriate City accounts.

f.w.

James A. Bohner

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

2.41



28

2.42

2.43



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET STP-URBAN
PROJECT**

Program Name: STP URBAN
STP URBAN 50,000 - 200,000
Sub-program #: 206

Date: JUNE 6, 2014
I.D.: 4996-01-72/73
Road Name: C SHEBOYGAN, SUPERIOR AVE
Limits: N TAYLOR DR TO N 29TH ST
County: SHEBOYGAN
Roadway Length: 0.3 miles
Functional Classification: MINOR ARTERIAL
Project Sponsor: CITY OF SHEBOYGAN

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility has 2-12 foot lanes with an urban cross section. The existing pavement is concrete and has transverse, longitudinal cracking, and rutting; it was last improved in 1980. There is existing curb and gutter and sidewalk. There is existing spot lighting.

Proposed Improvement - Nature of work: The proposed construction is for a reconstruction of the urban cross section. New concrete pavement, curb and gutter, and sidewalk will be installed. Spot lighting will be improved. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be constructed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
N/A

The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:

Project design costs are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%, in accordance with the STP-Urban program guidelines. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2013-2018 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT.

The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4996-01-72					
Design	\$106,605	\$65,562	62%	\$41,043	39%
State Review	\$35,533	\$21,853	62%	\$13,680	39%
ID 4996-01-73					
Participating Construction	\$888,370	\$546,348	62%	\$342,022	39%
Non-Participating Construction	\$0		0%	\$0	100%
State Review	\$106,598	\$65,558	62%	\$41,040	39%
Total Est. Cost Distribution	\$1,137,106	\$699,320	N/A	\$437,786	N/A

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Sheboygan** (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the

fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
- 5. The work will be administered by the State and may include items not eligible for Federal participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of

costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below. While federal funding is only currently available for design, the items listed below are illustrative of items that will be 100% locally funded should the project receive federal funding for construction.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2013-2018 STP Urban improvement must be constructed and in final acceptance within six years from the start of**

State Fiscal Year 2014, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be

adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:
 - a. ID 4996-01-72: Design is funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the Municipality.

b. ID X: Costs for utility items are funded 100% by the Municipality

c. ID 4996-01-73: Construction:

i. Costs for reconstruction: are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%.

ii. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the municipality.

[End of Document]



Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

JUNE 6, 2014

DAVID BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-01-72/73
C SHEBOYGAN, SUPERIOR AVE
SHEBOYGAN County

Dear Mr Biebel:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Carpenter".

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

III

4.7

Res. No. 29 - 14 - 15. By Alderperson Heidemann. June 16, 2015.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 4996-01-78/79 for design and construction of North Ave. from Calumet Dr. to N. 15th St.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of North Ave. from Calumet Dr. to N. 15th St. for the proposed sum of \$3,758,656 of which the Federal/State share is \$2,304,251 and of which the City of Sheboygan's share is \$1,363,505.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the appropriate City accounts.

p.w.

James A. Bohne

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

7.4

III

7.4



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET STP-URBAN
PROJECT**

Program Name: STP URBAN
STP URBAN 50,000 - 200,000
Sub-program #: 206

Date: JUNE 6, 2014
I.D.: 4996-01-78/79
Road Name: C SHEBOYGAN, NORTH AVE
Limits: CALUMET DR TO 15TH ST
County: SHEBOYGAN
Roadway Length: 0.6 miles
Functional Classification: MINOR ARTERIAL
Project Sponsor: CITY OF SHEBOYGAN

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility is 2-4 lanes that are 12 feet wide. The cross section is urban. The pavement is a combination of PCC and HMAC on PCC which has transverse and longitudinal cracking and depressions. The facility was last improved in 1952 and 1983. It has curb and gutter, sidewalk, and bicycle accommodations. There is spot lighting. There is sub-standard horizontal alignment. There is a railroad facility within 1000 feet of the project limits.

Proposed Improvement - Nature of work: The proposed project is a reconstruction of the urban cross section. New concrete pavement, sidewalk, and curb and gutter will be constructed. Signals will be installed. Railroad improvements are proposed. Spot lighting will be installed. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
N/A

The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:

Project design and construction costs are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%, in accordance with the STP-Urban program guidelines. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019 In accordance with the State's sunset policy for STP-Urban projects, the subject 2013-2018 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.



Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dlsd@dot.wi.gov

JUNE 6, 2014

DAVID BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
CITY OF SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-01-78/79
C SHEBOYGAN, NORTH AVE
Shebovqan County

Dear Mr Biebel:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Carpenter".

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

SUMMARY OF COSTS							
PHASE	Total Est. Cost	Federal Funds	%	UNION PACIFIC	%	Municipal Funds	%
ID 4996-01-78							
Design	\$356,839	\$219,456	62%			\$137,383	39%
State Review	\$89,203	\$54,860	62%			\$34,343	39%
ID 4996-01-80 Railroad							
Crossing Surface	\$101,000	\$8,080	8%	\$90,900	90%	\$2,020	2%
ID 4996-01-81 Railroad							
Signals	\$252,500	\$202,000	80%			\$50,500	20%
ID 4996-01-79							
Participating Construction	\$2,632,035	\$1,618,702	62%			\$1,013,333	39%
Non-Participating Construction	\$0		0%			\$0	100%
State Review	\$327,079	\$201,154	62%			\$125,925	39%
Total Est. Cost Distribution	\$3,758,656	\$2,304,251	N/A			\$1,363,505	N/A

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Sheboygan** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the

fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
 - k. Other eligible rail items: crossing surface and signals.
- 5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2013-2018 STP Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020. Extensions may be available upon approval of a written**

request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:
 - a. ID 4996-01-78: Design is funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the Municipality.
 - b. ID 4996-01-80: Costs for railroad crossing surface are funded with 8% federal funding when the municipality agrees to provide 2% of costs and railroad agrees to provide the remaining 90%.

- c. ID 4996-01-81: Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%.
- d. ID X: Costs for utility items are funded 100% by the Municipality.
- e. ID 4996-01-79: Construction:
 - i. Costs for reconstruction: are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%.
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the Municipality.

[End of Document]