



February 27, 2023

Debbie Diederich
Town of Pittsfield Clerk
4862 Kunesh Road
Green Bay, WI 54313

RE: Petition for utility installation on Glendale Avenue and County Trunk Highway U –
HAND DELIVERED

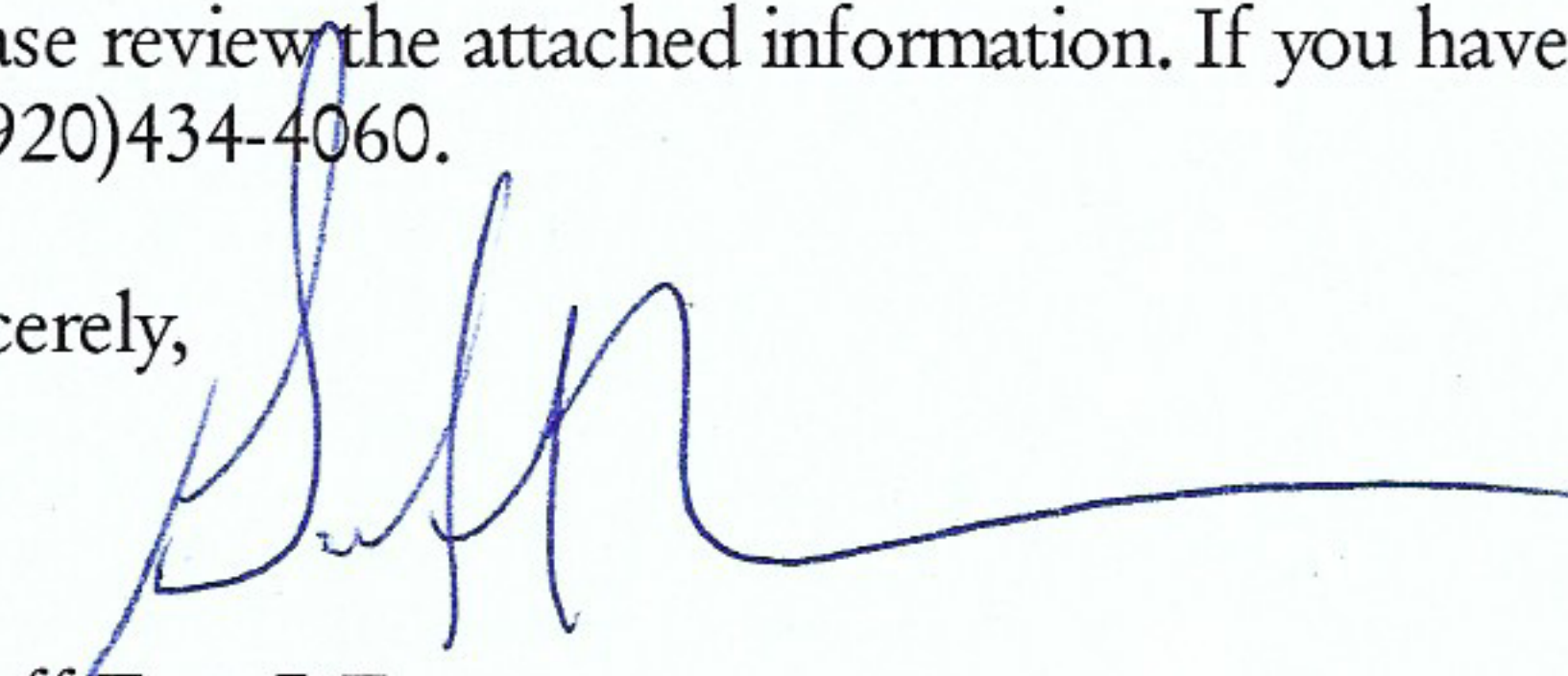
Dear Ms. Diederich:

The Village of Howard is submitting this petition for utility installation approval within the Town's right-of-way along Glendale Avenue and County Trunk Highway U pursuant to Wis. Stat. § 196.58(7)(a). Water main installation is planned for completion between September 2023 and September 2024.

The Village will perform the project work in accordance with the terms and conditions set forth in the attached Memorandum of Understanding and Exhibit. The Village intends to notify and keep the Town apprised of project schedules and construction details including traffic control, pavement, and restoration.

Please review the attached information. If you have any questions, please feel free to call me at (920)434-4060.

Sincerely,


Geoff Farr, P.E.
Village of Howard
Director of Public Works

UTILITY INSTALLATION RIGHT-OF-WAY PERMIT AND MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (MOU) dated this ____ day of March, 2023 and among the Town of Pittsfield, a Wisconsin town (Town), and the Village of Howard, a Wisconsin municipality (Village).

Recitals

- A. The Village intends to install 9,950 feet of water main within the right-of-way on Glendale Avenue from Shawano Avenue to County Trunk Highway U and County Trunk Highway U from the Town's southern border at Glendale Avenue to School Road. The water main would supply potable water and fire protection to Village properties within the Village's municipal water service area. Attached as Exhibit A and incorporated by reference is the Project Summary and Map.
- B. Pursuant to Wis. Stat. § 196.58(7)(a), the Village submitted a request to the Town for the Town's approval to install and maintain the water main and appurtenances within the Town's right-of-way along Glendale and County U.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, the parties agree, as follows:

- 1. Town Consent. Subject to the performance of the terms and conditions of this MOU, for which time is of the essence, the town hereby agrees to the Project. The Town shall promptly provide the Village with a signed agreement.
- 2. Project Performance. The Village agrees to perform the Project work in accordance with the terms and conditions set forth in Exhibit A which constitute performance standards.
- 3. Traffic Control. Exhibit A describes traffic control during the Project. Among the requirements set forth therein, traffic must be accommodated as much as possible during work. In addition, affected businesses shall be notified by the contractor well in advance of any changes in traffic patterns. The Village will also provide copies of these notices to the Town Clerk, 4862 Kunesh Road Green Bay, WI 54313 via both regular mail and email at debbie@townofpittsfield.org. Finally, the utility agrees to confer with the Town on provisions of the relevant traffic control plans, once prepared but before implementation.
- 4. Permits/Approvals. The Village shall obtain all necessary federal, state, and county permits and approvals required to perform the Project, and all such permits and approvals are incorporated by reference as performance standards.
- 5. Connection to Main. Properties within the Village service area will be provided service. There will be no requirement for connection to the new main for other properties outside of the Village's service area. For those properties outside the Village's service area desiring service, the Village requires annexation. Properties wishing to annex will be offered service. The cost of the extension is to be collected through special assessment by the municipality against Village properties.

6. Project Reciprocity. The Village acknowledges the Town's cooperation with the Project as described in this MOU. In consideration for this cooperation, the Village agrees not to unreasonably withhold similar cooperation to the Town and its sanitary district for road right-of-way access for Town or sanitary district utility projects. However, Town and sanitary district projects shall comply with then-existing Village road project performance standards, and nothing in this Agreement shall exempt the Town and its sanitary district from obtaining all required permissions in the same manner as any other similarly situated applicant.
7. Indemnity/Insurance. The Village shall defend, indemnify, and hold harmless the Town, its officers, agents, employees and insurers, from any and all liability, suits, actions, claims, demands, losses, costs, fees, damages and expenses of every kind and description, including attorneys' fees, for claims of any character, including environmental liability and including liability in connection with loss of life, personal injury or damage to property, or any of them, brought because of any injuries or damages received or sustained out of the performance of the Project. The indemnity includes any act or omission of the Utility's architect, contractor or subcontractor or any other party directly or indirectly employed by or retained by the contractor or subcontractor. The provisions of this indemnification obligation shall survive termination of this MOU. This indemnification obligation shall not apply to any liability arising solely from or caused by the acts of the Town, its officers, agents, or employees.

The Town and its officers, agents and employees shall be named as additional insureds on all insurance policies required by the Village for the Project. The insurance coverages shall be provided on a primary/non-contributory basis for the additional insureds, for both ongoing and completed operations. If the Town has other insurance that is applicable to the loss, such other insurance shall be on excess or contingent basis to the coverage provided pursuant to the Project.

8. No Liability of the Town. The Town shall have no obligation or liability for any Project responsibilities or any party retained by the Village for the performance of the Project.
9. Reservation of Rights. Nothing contained in the MOU is intended to be a waiver or estoppel of the Town or its insurer to rely upon the limitations, defenses and immunities contained within the Wis Stat. § § 345.05 and 893.80. And nothing contained in the MOU constitutes a waiver of the Town's sovereign immunity or any other immunities provided by law.
10. Disclaimer of Personal Liability of Town Officials. Under no circumstances shall any Town official, officer, employee or agent (together "Town") have any personal liability arising out of the MOU, and no party shall seek or claim any such personal liability. Furthermore, the Town shall have no obligation or liability for any obligations or responsibilities to any lending institution, contractor or subcontractor or any other party involved in the Project.
11. Miscellaneous Provisions. The parties agree to the following additional miscellaneous provisions:
 - a. Amendment. This MOU may be amended or modified only in writing approved and by the parties.

- b. Entire Agreement. This MOU, and any written amendments and reference attachments shall constitute the entire agreement among parties. This MOU may be signed in one or more counterparts, each of which is deemed an original. In addition, this MOU may be signed in facsimile or digital pdf format, which will be deemed the same as the original signature.
- c. Enforcement. If the Town is required to resort to litigation, arbitration or mediation to enforce the terms of this MOU, and if the Town substantially prevails on any claim in the litigation, arbitration, or mediation, the Village shall pay all Town costs, including reasonable attorneys' fees and expert witness fees.
- d. Binding Effect. This MOU is binding upon the parties hereto, as well as their respective heirs, successors and assigns.
- e. No Assignment. The rights and responsibilities of this MOU cannot be assigned without the express prior written approval of each party.

IN WITNESS WHEREOF, the parties have signed this MOU as of the date set forth above.

TOWN OF PITTSFIELD

By: _____

Keith Deneys, Town Chairperson

Attest:

Debbie Diederich, Town Clerk

VILLAGE OF HOWARD

By: 

Paul Evert, Village Administrator

Attest:

Kathleen M Durecki For Chris Haltom

Chris Haltom, Village Clerk

EXHIBIT A

WATER MAIN INSTALLATION PROJECT SUMMARY

Glendale Avenue and County Trunk Highway U

Village of Howard Project Number 22002
Howard, Wisconsin

Information on water main installation and related work is summarized below.

The project primarily consists of the installation of approximately 3,850 feet of PVC water main on Glendale Avenue east of Marley Street, 5,400 feet of PVC water main on Glendale Avenue west of Marley, 2,670 feet of PVC water main on County Trunk Highway U, and appurtenances. The main will be used as distribution to service properties within the Village's municipal water service area and transmission to future Howard developments.

Trench restoration attributed to water main and water lateral construction is to be considered incidental to the project and will be covered under contract bid items. Any removal and disposal of pavement is incidental to water main construction. All trenches shall be backfilled completely, as soon as practical, and maintained to accommodate local traffic. The contractor will be responsible to sub-contract final asphalt paving. The contractor shall prepare the trench for 18" of crushed aggregate base course and 3" of asphalt. Any temporary asphalt or at grade gravel fill is the responsibility of the contractor.

The water main work shall be performed with a tentative substantial completion of no later than September 30th, 2024.

The route is planned to avoid and protect wetlands and areas where endangered resources may be present. The proposed water main is located in the road where wetlands are present and, in the ditch where there are no indication of wetlands. Where a wetland disturbance is unavoidable, proper mitigation, per the Wisconsin DNR's standards, is required.

All traffic control work including, but not limited to: planning, materials, equipment and labor shall be paid under the lump sum item Traffic Control. Traffic Control shall be carefully planned and continuously monitored. Traffic Control shall be in conformance with the latest MUTCD guidelines and Wisconsin MUTCD Supplement for work zone traffic control. Copies of a written detailed traffic control and detour plan for this project shall be submitted for discussion during the preconstruction meeting. Advance public notification of details regarding the closure and detours must be submitted to the local news media and major affected properties in advance. Road closures will be allowed during water main construction work, with marked detours. Traffic must be accommodated as much as possible during the work, and/or otherwise detoured. Affected businesses shall be notified by the contractor well in advance of changes in traffic patterns. The suggested detour route for Glendale Avenue and County U is Sunny Brook Drive to Anston Road to Kunesh Road.

WATER MAIN INSTALLATION PROJECT REQUIREMENTS

Glendale Avenue and County Line Road (CTH U)
Village of Howard Project Number 22002

Howard, Wisconsin

SPECIAL CONDITIONS

PART 1 GENERAL

1.1 SECTION CONTENTS

- A. Modifications of the standard specification sections in Division 1 through 2.

1.2 SPECIAL CONDITIONS EXPLANATION

- A. Special Condition items supplement or supersede the standard specification. A section number preceding some of the special conditions refers to the standard specification section that is being referenced. This section does not relieve the Contractor from fulfilling all items in said sections.

1.3 GENERAL REQUIREMENTS

- A. Work in all sections is subject to the provisions of the Instructions to Bidders, General Conditions, Supplementary Conditions, and all other parts of the Contract Documents.
- B. Contractors shall carefully read all parts of the specifications, which might apply to his work, including the specifications for various pieces of equipment to ascertain the materials which, are to be included with the equipment contracts.

- C. Reference Standards:

Each section of the specifications generally includes a list of reference standards normally referred to in that respective section. The purpose of this list is to furnish the Contractor with a list of standards normally used for outlining the quality control desired on the project. The lists are not intended to be complete or all inclusive, but only a general reference of standards that are regularly referred to.

- D. Material:

Each section of the specifications may include reference to various material types and/or products, which may or may not be intended for use on the respective project. Unless otherwise stated, the Contractor will be allowed to furnish only that material listed in the bid proposal documents and/or construction plans.

1.4 AS ORDERED ITEMS

- A. Bid items that are noted as "(as-ordered)" may have significant changes in quantity or may or may not be used at all. These items are not subject to the provisions of the supplementary conditions SC. 11.03.D. The items of work will be installed at the discretion of the Engineer or Owner.

1.5 BID ITEMS WITH ESTABLISHED PRICES

- A. Bid items that have prices completed in the bid and are not noted as an allowance are fixed prices, and will be used to pay for that item of work. If the Contractor believes that the cost of the item of work is different than the fixed/established price, the Contractor shall adjust the cost of other items of work to allow for the difference.

1.6 CONTRACTORS USE OF THE WORK AREA

- A. Confine operations at site to areas permitted by:
 - 1. Law
 - 2. Ordinances
 - 3. Permits
 - 4. Contract Documents
- B. Assume full responsibility for protection and safekeeping of material and products stored on or off premises.
- C. Move any stored material or products, which interfere with operations of Owner or other Contractors.
- D. Obtain and pay for use of additional storage or work areas needed for operation.
- E. Residential homes/businesses exist along the project. Roadways are to remain open to local traffic. The Contractor is responsible to ensure that areas to be worked in are available (clear of obstructions, i.e., parked cars etc.) prior to starting work. It will not be the responsibility of the Village to move parked cars and no claim for delay or damage due to parked cars shall be allowed or brought against the Owner.

1.7 PROTECTION

- A. The Contractor shall provide and maintain sufficient barricades, fences, signal lights, or watchmen to properly protect the work, persons, animals and property against injury. The cost of protection shall be included in the contract Bid Items.

1.8 NOISE

- A. The Contractor shall make an effort to keep noise to a minimum during construction.
- B. In order to abate objectionable noise to the extent feasible, motorized construction equipment shall not be operated between the hours of 8:30 p.m. and 6:00 a.m. without the prior written approval of the Engineer.

1.9 OWNER'S PROPERTY

- A. Any material or equipment removed from the construction project (excluding rubbish) shall be the property of the Owner and disposition shall be as directed by the Owner or stockpiled at locations designated by the Owner.

1.10 NOTIFICATION

- A. The Contractor shall notify the Owner and the Engineer 24-hours in advance of beginning work. Notice must also be given to the Engineer for each subsequent day the Contractor will be working.

1.11 CLEANING

- A. It shall be the duty of the Contractor to keep the premises free of accumulations of surplus and rubbish caused by his operations and operations of his subcontractors.

1.12 TRAFFIC CONTROL

- A. The Contractor shall furnish all traffic control signage, barricades, lights and any other devices required for traffic control, the cost of which shall be included in the bid item provided. The Contractor shall be solely responsible for initiating, erecting, maintaining and supervising all traffic control in connection with the work. The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety, Part IV of the Manual of Uniform Traffic Control Devices (MUTCD) "Standards and Guides for Traffic Control for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations", and the basic requirements of these Contract Documents as follows:
- B. Install detour routes as shown on the plan. Cost to be included in the lump sum traffic control item provided.

1.13 SECTION 02115 EROSION CONTROL

- A. Silt fence and ditch checks along Shawano, Glendale, and County U must be installed prior to the start of construction. Maintenance of erosion controls will be paid for with bid items provided.
- B. Upon completion contractor shall salvage topsoil, seed, mulch and remove silt fence from site. Bid items have been provided.
- C. All Erosion Control measures shall be installed prior to commencement of work. Additional erosion control measures found necessary by the Engineer after commencement of work shall be installed promptly by the Contractor within 24 hours after written notice has been given. Bid items have been provided for this work. The Contractor shall have 24 hours after written notification to correct/remove/maintain/install Erosion Control measures as required by the contract documents prior to the Owner making an effort to correct the Contractor's defective Erosion Control work under Article 13 of the Standard General Conditions of the Construction Contract and Supplementary Conditions SC 13.14. The Contractor shall be charged for all costs incurred by the Owner in correcting or making efforts to correct the defective work for the

1.13 SPECIAL FACILITIES

- A. The Contractor shall make arrangements with utility companies for relocation of interfering utilities.
- B. The Contractor shall notify the Brown County Surveyor a minimum of one week ahead of time for relocation of survey markers prior to construction. Contact Brown County Surveyor, at (920) 448-6222.

1.15 SECTION 02110 SITE CLEARING

- A. The lump sum topsoil stripping item shall include stripping and salvaging on Shawano, Glendale, and County U.
- B. Trees and bushes located within the right-of-way and easements secured for the work shall be saved if possible unless otherwise specified.

1.16 SECTION 02120 CUTTING, PATCHING AND SURFACE RESTORATION

- A. Restore existing culverts disturbed by utility construction to previous locations and grade. Cost to be included in related items.
- B. All pavements shall be full depth cut. Any adjacent pavement damaged due to construction methods or deficiency of protection shall be removed and replaced. All sawcut and removal of pavement shall be incidental to related items.

DIVISION 1 - GENERAL REQUIREMENTS

1.17 **SECTION 02225 TRENCHING, BACKFILLING AND COMPACTING**

- A. Utility Contractor shall backfill all trenches to existing grades. Trenches crossing existing pavements shall be temporarily restored with 18 inches of base course.
- B. Excess fill from trenching shall be removed from site.
- C. Mechanical compaction of all trenches is required. Compact backfill in layers not exceeding 18 inches to the following densities: Native material equal to adjacent undisturbed material (100% Native Compaction) and select backfill minimum of 95% of the Modified Proctor Density.

1.18 **SECTION 02232 CRUSHED AGGREGATE AND OTHER BASE COURSES**

- A. The cost for shouldering shall be included in the Crushed Aggregate Base Course item provided.
- B. All crushed aggregate base course shall be listed as certified on the latest revision of the WISDOT Pit and Quarry listing.

1.19 **SECTION 02510 ASPHALTIC CONCRETE PAVING**

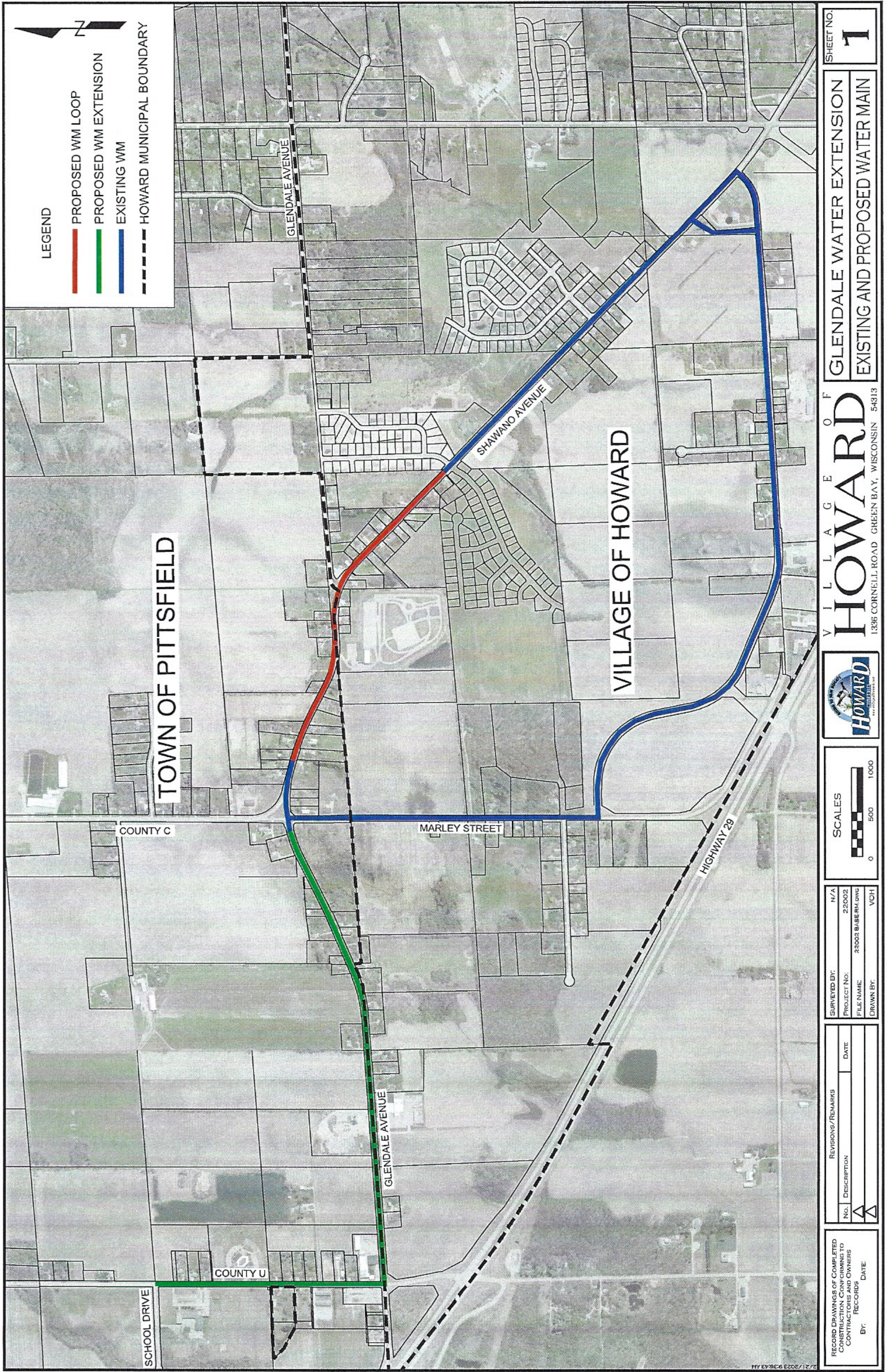
- A. Restore all driveways (2" surface course) and roadways (3" surface course) with asphalt placed in a single lift, or to existing thickness, whichever is greater.
- B. The job mix formula shall be mixture type 5LT 58-28S.

1.21 **SECTION 02667 WATERMAIN**

- A. Install hydrant tracer box at all hydrants. Install water service tracer box on curb boxes for Howard properties on Shawano Avenue and Glendale Avenue. Cost to be included in related items.
- B. Contract requires tapping into an existing watermain. Coordinate activity with Village Water Utility.
- C. New hydrants shall be bagged until safe water test has been approved and the new watermain is placed in service.
- D. 2" insulation, 4' wide shall be paid by the square foot and includes excavation, place closed cell polystyrene installation (ASTM C 578) 6" above pipeline, leveling of pipeline cover material and 6" of granular cover material (i.e. sand or screened stone, not clay). An as ordered bid item has been provided.

1.22 **SECTION 02936 SEEDING AND SODDING**

- A. Seed shall be WDOT No. 40 unless shown otherwise.
- B. The department prequalifies selected erosion control products from the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL) for the current year. Install PAL products conforming to those manufacture's specifications.



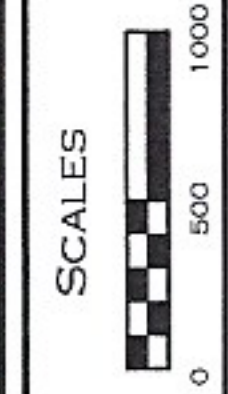
LEGEND

- PROPOSED WM LOOP
- PROPOSED WM EXTENSION
- EXISTING WM
- HOWARD MUNICIPAL BOUNDARY

SHEET NO. 1

GLENDALE WATER EXTENSION
EXISTING AND PROPOSED WATER MAIN

V I L L A G E O F
HOWARD
1336 CORNELL ROAD GREEN BAY, WISCONSIN 54313



SURVEYED BY:	N/A
PROJECT NO.:	22002
FILE NAME:	22002 BASE RM.DWG
DRAWN BY:	VOH

REVISIONS/REMARKS	
NO.	DESCRIPTION
1	DATE

RECORD DRAWINGS OF COMPLETED
CONSTRUCTION CONFORMING TO
RECORDS
BY: DATE: